2 August 2013

On signing this agreement, attached hereto

between

- Assaereo
- Assaeroporti
- Assohandlers
- Assocontrol
- Assocatering

and

- Filt_Cgil
- Fit-Cisl
- Uiltrasporti
- Ugl Trasporti

the text has been agreed of the General Part of the new Air Transport sector Agreement, implementing the Protocols signed, at the Labour Ministry, on 6 December 2012 and, at the unions' offices, on 22 January 2013.

(Followed by the parties' signatures)

AIR TRANSPORT NCLA

between

Assaereo, Assaeroporti, Assocatering, Assocontrol, Assohandlers

and

Filt-Cgil, Fit-Cisl, Uiltrasporti and Ugl Trasporti,

the common General Part of the new National Collective Labour Agreement of the Air Transport Industry has been stipulated, apart from the Final Provisions.

The efficacy of this agreement is subject to the definition, from September 2013 onwards, of the relevant Specific Parts and the Final Provisions.

The above is without prejudice to the total negotiating autonomy of the Parties entering into the individual specific Parts, as far as the contents and start-date are concerned.

In order to make the entire body of the agreement immediately effective and applicable, the Parties establish an agenda of consecutive meetings, which, on a weekly basis, will analyse the Specific Parts in the framework of the individual employers' Associations, on the basis of the following modalities:

First week Assohandlers, second week Assocatering, third week Assaeroporti, fourth week Assaereo, and fifth week Assocontrol.

In order to verify the state of progress of the negotiations, and without prejudice to the complete negotiating autonomy of the individual Specific Parts, the Parties will hold a joint meeting in mid-October.

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GENERAL PART

Introduction and scope of application

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GENERAL PART

INTRODUCTION AND SCOPE OF APPLICATION

In a scenario characterised by continuous developments in the world air transport system - where the Italian sector has yet to become a fully achieved system - the parties entering into the new Air Transport NCLC are in agreement as to the importance and all-comprehensive role of the new NCLA and as to the strategic function of the system of industrial relations in regulating corporate processes in the sector. The aim is to create a system of rules that are certain and shared, in such a way as to contribute towards defining a transport system, whilst achieving the companies' objectives in terms of competitiveness and, at the same time, facilitating improvements and growth in employment and focusing professional skills on quality objectives.

In consideration of the above:

The attainment of objectives shared by the Parties calls for a new approach to the Air Transport sector as a whole. The sector is characterised by a range of activities which need to adopt an overall systemic role in a "chain" perspective, given that these activities contribute, in varying degrees, towards a single chain value, whilst together striving to achieve a higher standard of service, greater attention to the client and better working conditions.

The new Air Transport NCLA aims, as of now, to act as a protagonist in this "chain" system. It will do so by establishing a framework of rules for all operators in the sector in the GENERAL PART inasmuch as they are fully-fledged components of the Air Transport chain. The specificity of these components in terms of their different contribution towards the value chain is acknowledged and highlighted in the SPECIFIC PARTS.

PARTICIPATION

The General Part of the agreement, which is common to all the Specific Parts, is signed by all the Employers' Associations and by the National Category Secretariats of Filt Cgil, Fit Cisl, Uiltrasporti and Ugl Trasporti.

Each Specific Part indicated below has a contractual autonomy of its own. It is signed by the Employers' Association concerned and by the National Secretariats for the Category that have signed the general part.

Specific part for airport operators:
- Assaeroporti;

Specific part for carriers:
- Assaereo;
- F.A.I.R.O.

Specific part for airport ground handling services;

- Assohandlers;

Specific part for flight catering services;
- Assocatering;

Specific ATM (Air Traffic Management) part
- Assocontrol;

Furthermore, it is agreed that, on signing, the Employers' Associations and the contracting UOs acknowledge that they have defined the rules regulating the sector.

Scope of application:
The new Air Transport NCLA is the regulatory reference for labour issues. It applies to all ground and flying staff for the entire Italian Air Transport Industry, whose activities are as follows:

- flight and airline services (airlines having permanent operations in Italy);
- airport management services;
- airport ground handling services;
- airline catering services;
- direct and accessory ATM services;
- aircraft maintenance services.

Furthermore, it may apply to Companies which - through amalgamation and harmonisation agreements - adhere to the general contractual rules of the Air Transport sector.

In line with the aim of ensuring further transparency and certainty in terms of rights and duties, the Parties consider that it is vitally important to divulge the text of the contract as far as possible by distributing it to all workers; and this will also be achieved by publishing it on company intranets.

CHAPTER I

The Parties - in the framework of new principles relating to:

- the representation, representativeness and status of the UOs;

- the valid signing of the NCLA, and procedures in respect of ratifying the specific individual parts on the basis of the status, as defined in the previous paragraph;

- the creation and composition of the UUDs;

- the effectiveness and enforceability of National Collective Labour Agreements with modalities established by the categories for each single agreement;

- the clauses and procedures designed to ensure the enforceability of the commitments assumed and the consequences of possible non-fulfilments;

- hereby undertake to promptly implement the application agreements signed in this respect.

INDUSTRIAL RELATIONS

The Parties agree upon:

- the public utility nature of the activities of companies operating in the sector and the need to ensure the continuity of the services provided, thereby protecting the rights of users;

- the establishment of a relational framework that is constructively geared to averting and overcoming causes of conflict;

- the fact that the basis of the agreement contributes towards labour relations dynamics geared both to attaining results in terms of income and employment policies established by the Government and the social Partners, and to attaining a controlled, fair and programmable management of the cost of labour, with models and tools of flexibility suited to the sector's present and future needs:

Art. 1
Relational information and consultation model

The Parties - :

- on the basis of the shared need to implement - as a priority and key factor in union relations - a system of participation based on transparency and timeliness and also on the proactive role of the WUOs;

- in order to promptly meet market challenges by improving operational efficiency, quality of service and productivity, in a context based on a reasonable appreciation of human resources;

- in view of the need to ensure the development of the Companies' ability to compete as an essential condition in order to duly meet challenges posed by the progressive globalisation of markets and by the process of European integration;

- bearing in mind the vital role played in this respect by a rational and efficient order of the system of union relations, at all its levels;

- consider that it is appropriate to create the relational model described below.

1) National Observatory

A National Observatory is set up between the Parties in order to promptly analyse problems inherent in the evolution of the Air Transport system. The Observatory will also be able to examine the common dynamics of developments in the Industry, in a quest for solutions geared to setting up a "system" rationale.

In the framework of the Observatory, every six months a meeting will be held in order to monitor:

- the overall utilisation of labour market instruments, where appropriate by analytically examining individual cases;

- instruments that serve to favour the re-utilisation of resources receiving social buffers;

- initiatives aimed at obtaining the Labour Ministry's acknowledgment of the existence of possible arduous activities in the Air Transport sector;

- that the Companies have adjusted to systems and rules which ensure the observance and monitoring of their social and environmental services;

- developments in second-tier bargaining,

- initiatives by national and Community institutions leading to the implementation of the "Italian Air Transport System".

Furthermore, a project phase is to be activated covering the definition of national models for union prerogatives, with effect from the agreements currently in force and with a view to superseding any existing agreements.

The Observatory will consist of 1 member appointed by each contracting Union Organisation and 1 member appointed by each Employers' Association. Each member will remain in office for the entire duration of the NCLA, unless he/she is removed by the designating Organisation/Association or resigns. To this end, appropriate rules of functioning will be set in place.

Office services of the National Observatory will be guaranteed, on a basis of annual rotation, by the Employers' Associations that enter into this NCLA.

The National Observatory is scheduled to be set up within 6 months of the start-date of this NCLA.

2) Report on the Company's progress

In the course of a specific meeting to be held in the first four months of each year, the Companies will report to the contracting National Union Organisations - or, depending on the corporate configuration, to their territorial ramifications - on:

- progress in terms of traffic data, providing an indication of trends, with specific reference to particular areas of strategic interest;

- growth prospects for the business, with reference also to the acquisition of, and/or commercial agreements with, other companies;

- how productivity, efficiency and quality of service have performed compared to the previous year and, where possible, on a basis of comparison with main competitors and market requirements;

- business prospects and ensuing investment forecasts, including relevant updates of previous forecasts, with foreseeable implications for employment, working conditions, environmental/ecological conditions and safety at work;

- orientations as far as works contracts and sub-concessions are concerned, having regard for the nature of the assigned activities and for the frameworks in which they take place or are expected to take place.

A similar report will be provided by the Companies - where appropriate at the request of the contracting UOs - containing significant updates to these programmes.

This is without prejudice to requirements stemming from the need to safeguard industrial secrecy and from the confidentiality that is necessary in order not to compromise the implementation of corporate initiatives.

2) Planned interventions on organisational layouts

In the event of strategically important phenomena such as business or organisational restructuring having significant effects on employment, the Companies will provide a prior disclosure to the UOs or - depending on their corporate configuration - to their territorial ramifications.

Art. 2
Breakdown of collective bargaining

In order to make the air transport sector more competitive, the Parties mutually acknowledge the pivotal role of this NCLA and - in order to provide the sector with an instrument geared to furthering the professionalism of workers,

safeguarding employment and developing industrial relations - they see collective bargaining as an instrument for promoting such initiatives.

Therefore, in line with the provisions of the recent Inter-confederate Agreements, they agree that collective bargaining should be made up as follows.

National Agreement

The national agreement will have a duration of three years for both the regulatory part and the economic part.

The National Agreement regulates all the elements of the employer/employee relationship and provides a source of rules in respect of regulatory and salary aspects, in that it plays a role in terms of facilitating corporate restructuring and reorganisation processes and guaranteeing the certainty of common economic and regulatory conditions for all workers in the sector. The National Agreement also regulates the modalities and scopes of application of second-tier bargaining, with a view to improving the competitive position of Companies and their productivity, on the basis of an improved use of production and labour organisation factors.

The National Agreement establishes matters and arrangements coming within the national level, which may find exceptions at the company level based on agreed amendments, in accordance with the objectives and modalities specifically indicated in the paragraph headed “agreed amendments to the NCLA”.

The National Agreement - both in the joint General Part and also in the Specific Parts - establishes matters and arrangements coming within the national level, as indeed matters and arrangements coming within the company level that are different from, and not repetitive of, the former.

Company or second-tier bargaining

In the framework of the Inter-confederate Agreements, the national agreement establishes the matters that are covered by company bargaining. In accordance with this provision, and without prejudice to the possibility of identifying further matters in the Specific Parts, the Parties have decided to delegate the following matters - in accordance with the principle of the effectiveness of the rules regulated by the NCLA - on the basis of specific references already envisaged in each article thereof:

- Working hours (application aspects);
- Labour Market (application aspects);
- The Performance Bonus, if and when there are the necessary conditions of corporate profitability; the modalities and scope of application may be defined in the specific parts, without prejudice to the fact that the variable bonus must in any case have characteristics facilitating the application of particular social security and fiscal conditions contemplated by the Law.

Agreed amendments to the NCLA

In order to adapt the rules regulating employment contracts to the requirements of specific business contexts, the Parties agree upon the possibility of underwriting specific agreed amendments at the company level - including experimental or temporary changes - to one or more of the arrangements regulated by this NCLA.

The agreed amendments underwritten at company level are effective - until such time as there are rules implementing the inter-confederate agreements - for all employed personnel. They are binding on all the UOs that enter into this NCLA, if signed by the Company Union Delegations set up in the framework of the union Organisations which - whether separately or jointly with the others - receive the majority of union contribution mandates granted by the Company's workers as of 1st of January of the year in which the agreed amendment to the NCLA is stipulated. To this end, account will be taken of the mandates known by the company and verified by the union organisations themselves.

In cases where UUDs have been set up, the agreed amendments are effective for all employed personnel, and they are binding on all the Union Organisations that enter into this NCLA operating within the Company, if approved by the majority of members of the Unitary Union Delegations elected under the inter-confederate rules currently in force.

In any case, the agreed amendments are negotiated with the Union Delegations set up at the initiative of the UOs that have signed the NCLA and that operate at the Company, in cooperation, or jointly, with the territorial UOs for the category or with the competent organisational ramifications of the corresponding Union Organisations expressed by the Union Federations that have signed this NCLA.

The agreed amendments signed in accordance with this article are to be sent - through the respective Employers' Associations and for disclosure purposes - to the Parties entering into the NCLA. They take effect immediately and directly, amending the relevant clauses of the NCLA, for the established matters and durations.

The agreed amendments must specify:

- the objectives to be pursued;
- the duration;
- precise references to the articles of the NCLA to be amended;
- the arrangements guaranteeing the agreement's enforceability under measures to be adopted by both parties;

The contexts in which such agreements may be reached are:

- the handling of situations of Company crisis, where appropriate also with a view to limiting effects on employment;

- the Company's growth, in economic and employment terms, on the basis of a different strategic and competitive position.

In the above contexts, the agreed amendments may refer to NCLA arrangements regulating the provision of labour, classification, remuneration systems - apart from the tabular minima, cost-of-living allowance, and individual emoluments.

Art. 3
General procedure for the renewal of the national collective labour agreement

The Parties undertake to observe the following modalities on discussing the renewal of the National Collective Labour Agreement. Proposals concerning the renewal of this national collective labour agreement will be presented six months prior to expiry.

During the six months prior to, and in the month after, the expiry of the NCLA, and in any case for a period of seven months after the date on which the renewal proposals are submitted, the Parties will neither adopt unilateral initiatives nor proceed with direct actions.

The Parties, and the territorial organisational ramifications, will also refrain from adopting any unilateral initiatives regarding matters that are covered by this Collective Agreement, for the entire period in which it is in force.

Art. 4
General procedure for settling disputes regarding the application of the NCLA

Without prejudice to the provisions of specific agreements reached between the Parties and already incorporated in specific resolutions of the Guarantee Commission, in order to make industrial relations more effective the Parties undertake - prior to proceeding with union or legal actions - to resort to the conciliation procedures indicated in this article.

Individual disputes of collective relevance - that is to say disputes which potentially concern several people or which in any case have to do with the interpretation of collective agreements - must be submitted to an attempted settlement based on the procedures indicated below, with recourse to any form of union or legal action being excluded until they have been followed through.

The following matters are excluded from the procedures in question:

- individual and collective dismissals to which the respective procedures contemplated in current legal provisions and in Inter-confederate Agreements currently in force apply;

- disciplinary measures.

If a dispute arises regarding the interpretation and application of the rules of this NCLA, at the written request of one of the Parties concerned, the Parties undertake to provide, in the course of a specific meeting, their own interpretation and possibly agreed assessment, within 10 days of receiving the request, unless otherwise agreed.

The opinion of the Parties, if agreed, is binding on the entities that gave rise to the procedure.

During the time required for the Parties to express themselves, the entities involved in the procedure will not adopt unilateral initiatives.

Art. 5
Union Rights

For union executives, including those of the C.U.Ds. or U.U.Ds., reference should be made to the provisions of the specific rules contained in Law no. 300/70, insofar as they are applicable or may have been regulated in the Specific Parts, and also to the provisions of the inter-confederate agreements reached in this respect. The economic treatment for union leave is equal to that which the person concerned would have received if he/she had actually worked, this being without prejudice to the provisions of the individual specific parts and/or at individual companies.

Art. 6
Meetings
(pursuant to Art. 20 of Law no. 300/700)

At individual production units, as established in the rules currently in force, meetings of the personnel employed at such units may be organised by the CUDs or by the UUDs, if set up, or else by the Workers' Union Organisations that have signed this agreement, with matters of union or labour interest on the agenda. These meetings will be held in places made available by the Company, usually outside the areas in which the working activity is carried out.

The request, which must indicate the matters on the agenda, must be submitted to Company Management with an advance notice of at least 48 hours prior to the date of convocation, specifying the day, start-time and presumed duration of the meeting. Any exceptional conditions leading to a postponement of the date, time and place of the meeting must be promptly notified to the body that called the meeting. The aforesaid bodies will make arrangements to announce the meeting in a notice affixed to the company notice-boards made available to them.

The meetings may be attended by external union executives of the union that set up the CUD/UUD, previously indicated to the employer. The holding of meetings, outside working hours, for the Airlines' flying personnel, will take place on the basis of modalities established in the specific Section.

The Union Bodies organising the meetings are responsible for ensuring that they are held in a correct manner.

Workers are entitled to meet at the production unit at which they work, outside working hours, and also during working hours, for up to 10 hours a year, which will be paid normally. To this end, the duration of the absence from work will be noted on the individual card or using another equivalent method.

In order to avert disruptions to public services, the meetings will be held in such a way as to ensure the continuity and regularity of operations; to this end, especially for operational sectors, during meetings called in the course of normal working hours, operations will have to be duly guaranteed. At airports, the meetings will usually be held at times of less traffic and such as to create the least possible inconvenience for users.

Art. 7
Leave for executive bodies, national union prerogatives and leave for union appointments and for elective public office

The members of executive Bodies of the Union Organisations entering into this agreement may be granted the leave indicated in Art. 30 of Law no. 300/70.
They - as indeed employees that are called to elective public office - may be granted a period of leave in order to fulfil their respective functions, in accordance with Art. 31 of Law no. 300/70, until the expiry of the appointment, during which time the employer/employee relationship remains suspended for all purposes.
As far as national union prerogatives are concerned, reference should be made to the explanation provided in the framework of the National Observatory.

Art. 8
Union billposting and notice-boards

At the Main Office of Central Management and at other working venues, the Companies will make available a notice-board to each of the Union Organisations entering into this agreement for affixing notices signed by the executives of the respective Organisations.

The aforesaid notices must concern union matters.

At the same time, a copy of the aforesaid notices must be sent to the respective Managements.

CHAPTER II

SOCIAL SAFEGUARDS

Art. 9
Works Contracts

In order to ensure the best possible quality of the service and, at the same time, ensure full observance of working conditions - consistently, also, with the resolutions and guidelines adopted at Community level - the Parties intend to establish a system which, starting with procedures for selecting contractors, makes it possible to combat the emergence of forms of undisclosed or irregular labour, whilst attaching value and importance to actions coherent with ethical principles and with a socially responsible conduct on the part of companies.

Consequently, the Companies will include in their works contracts - and verify the existence in any sub-contracts of - clauses concerning provisions for the observance of obligations arising under rules of law and under collective labour agreements.

To this end, the specifications will regulate forms and modalities of verifying compliance with the regularity of the contract, based on INPS and INAIL certificates.

Consistent with ENAC rules currently in force on the "certification of providers of ground handling airport services", the certified operator has to guarantee that the subcontractor is in possession of standards reflecting those inherent in, and necessary for, the said certification, having particular regard for the prerequisites laid down by the aforesaid rules, concerning safety standards, training, environmental quality/protection and obligations arising under social and safety-at-work legislation.

In accordance with the strategic lines contained in the introduction/scope of application of this NCLA, the Parties acknowledge the need to avert effects altering competition that arise from the improper use of works contracts.

Finally, the Parties - aware of the envisaged Community amendment currently under discussion regarding ground handling activities - undertake to meet immediately after the changes have been introduced.

The workers of Companies that have won contracts for services and operate at the company will be able to benefit - depending on the availability of facilities - from canteen services, where they exist, once appropriate arrangements have been reached between the company providing the service and the contractor Company.

Art. 10
Company assignment or transfer

For obligations arising from the transfer of activities, and from the assignment or transfer of a Company or a Business Unit, the Parties will refer to the provisions of law currently in force.

Art. 11
Working environment

The Parties agree that the working environment, and the context in which the work is rendered, are fundamental aspects in order to improve the service provided, and that the level of satisfaction of the needs and objectives of human resources in the company organisation in relation to the assigned targets is a vital element that goes towards creating a positive climate, in which it is possible to operate on a valid basis in salubrious and safe conditions.

In this respect, it is agreed that the Companies - if needs be going beyond the specific rules on the issue of "Safeguarding Health and Safety at work" indicated in Art. 12 below - should adopt actions aimed at ensuring the right of workers to operate in a suitable and adequate working environment, eliminating any obstacles that hinder the attainment of this objective.

Art. 12
Safeguarding Health and safety at work

As a shared value, the Parties stress that they are committed at all times to safeguarding the health and physical integrity of workers and the safety of working environments, whilst ensuring prevention, training and information.

In line with these objectives, the Parties agree upon the need to act on a proactive, as opposed to reactive, basis, in view of the fundamental interests at stake which concern - fundamentally but not only - the worker's physical and psychological health.

On the basis of this shared proactive perspective, all those concerned will cooperate and interact in the framework of their respective functions and duties in such a way as to constantly improve the conditions of working environments - with particular reference to safety, salubriousness and hygiene - and ensure appropriate training, with particular stress on specific risks inherent in the airport environment. The aim of this is not only to evaluate, avert, eliminate and/or gradually reduce risks and dangers at source, but also to create the best possible working environment.

Having regard also for the provisions of the regulatory Body concerning activities that take place in areas or spaces reserved for the general use of operators and/or entities that operate at airports or activities envisaging a mixed-purpose utilisation of infrastructures and/or equipment, the Parties agree that it is necessary to attach particular importance also to problems concerning circulation in internal airport operational areas, and they consider it advisable that all the aforementioned

parties concerned should provide their contribution in terms of prevention and protection, by using ever more effective instruments of coordination.

To this end, the Companies confirm their commitment to sensitise workers as far as possible in terms of a culture of prevention, paying particular attention to activities which - in the framework of sector specificities - involve cargo handling, chemical/physical agents and processes requiring the use of airport vehicles and equipment.

In consideration of the above, in view of the provisions of Legislative Decree no. 81/2008, as later amended, with particular reference to Title I, Chapter III, Section VII, and to the inter-confederate Agreement of 22 June 1995 - bearing in mind also the provisions of the regulatory Body - the Parties confirm the full implementation, and full support for the role, of the WSRs (Workers' Safety Representatives) who, under existing legislation, are vested, specifically and exclusively, with representation in this area.

Within the meaning of Art. 47 of Legislative Decree no. 81/2008, as later amended, the workers' safety representatives must be designated or elected within the union delegations existing at each Company, on the basis of the number, modalities and duration envisaged in the Inter-confederate Agreement of 22 June 1995.

As far as Companies with less than 15 employees are concerned, reference should be made to the Inter-confederate Agreement quoted above, this being without prejudice to the advisability - consistent with the aforesaid considerations - that the WSR should be appointed at all Companies. If there is no WSR, in accordance with Art. 48, paragraph 2, of Legislative Decree no. 81/2008, the Parties will establish the Workers' Safety Representative indicated in paragraph 1 of the aforesaid article as being the "Workers' safety representative of each relevant sector". The modalities of election and designation are thus entrusted to the company level.

Paid leave

In order to carry out the relevant activities, each WSR is entitled to 40 hours of paid leave each year, this being without prejudice to any more favourable conditions established at Company level or in the specific sections.

In the case of onsite WSR activities, the total number of hours is raised to 60.

The utilisation of this leave must be notified to company Management following the same modalities as those applying to the granting of leave to members of the CUDs or UUDs, barring situations of particularly serious risk.

In order to meet the formalities envisaged in points b, c, d, g, i and l of Art. 50 of Legislative Decree no. 81/2008, as later amended, the aforesaid hours account is not utilised.

Training and Tasks of the WSRs

The Parties - whilst jointly undertaking to implement the provisions of Legislative Decree no. 81/2008, as later amended, on a concrete and effective basis, and in a spirit of reciprocal and constructive cooperation geared to ensuring and improving the safety and health of workers in workplaces, also with a view to creating a joint perspective in terms of evaluating and managing risks - confirm the essential importance attached to training the WSRs.

Bearing in mind the provisions of Legislative Decree no. 81/2008 and of the Inter-confederate Agreement of 22 June 1995, the WSR must be ready to carry out the necessary training activity, and the employer will ensure - at its expense - an adequate and thorough training in this respect, with particular stress on the specific risks that arise in the relevant areas of representation, whilst however envisaging specific annual updating cycles.

The safety representative exercises the functions granted under Art. 50 of Legislative Decree no. 81/2008, and in particular:

a) he is consulted in advance, and as soon as possible, in matters of evaluating risks and in matters of identifying, planning, implementing and verifying prevention in the Company or in the production unit;

b) he receives company information and documentation regarding the evaluation of risks and the relevant prevention measures, as indeed those inherent in dangerous substances and preparations, machines, equipment, work organisation and environments, accidents and occupational illnesses;

c) he promotes, elaborates, singles out and implements prevention measures geared to protecting the health and physical integrity of workers;

d) he elaborates proposals concerning prevention activities;

e) he submits observations in the course of visits and inspections carried out by the competent authorities.

Modalities of accessing workplaces

The right to access workplaces, pursuant to Art. 50 of Legislative Decree no. 81/2008, will be exercised in accordance with production requirements and with legislative provisions concerning workplaces.

A WSR who intends to exercise the right to access workplaces must give the Company a notice in writing to this effect at least 24 hours earlier, specifying the place and the reasons for the access, barring situations of particularly serious risk.

In cases where it is necessary to access restricted areas, the Parties will intervene with the main airport Offices in order to obtain procedures that make it possible

for the necessary authorisations to be issued within the aforesaid time limit, whilst complying with other specific conditions envisaged for them.

The Parties agree that such access should take place, if possible, together with a representative of the prevention and protection service, to whom the WSR must in any case submit a specific request, in such a way as to jointly conduct a precise analysis of the problems and the possible solutions.

With regard to anything not specifically envisaged in this article, reference should be made to the provisions of law and to the Inter-confederate Agreement of 22 June 1995.

Onsite WSR

In consideration of the provisions of Art. 49 of Legislative Decree no. 81/2008, as later amended, regarding the "Workers' representative for safety at the production site", elected among the WSRs of the companies present, and in the framework of an ever more efficient system of industrial relations in the matters specifically covered by this article, the Parties agree upon the need that - at airports with over 3 million passengers a year at which operations overlap due to the presence of several Companies - the figure of the onsite WSR should be set up. He will be entrusted with a specific duty of coordination and representation in cases where there is no WSR at the individual company. At airports where the onsite WSR is appointed, he will also perform the tasks of the territorial WSR, intervening in the cases, and in accordance with the modalities, envisaged by the law.

Art. 13
PPE - Personal protective equipment

Whilst stressing the value - which they agree is of vital importance - of safeguarding the health and physical integrity of workers, sharing the need to continue in a joint commitment to sensitise companies and employees with regard to the correct use of Personal Protective Equipment (PPE), considered - along with training and prevention - fundamental in terms of preventing risks of accidents and occupational illnesses, the Parties confirm on a preliminary basis that the supply of PPE to personnel in the framework of the duties performed and the specific type of work is an obligation which, under the law, rests directly with the companies.

Therefore, without prejudice to the fact that employers and workers are required to comply with the relevant legislation, with particular reference to Arts. 74-79 of Legislative Decree no. 81/2008, on each new recruitment workers are entitled to any PPE that may be required for the particular type of work. Furthermore, specific information and/or training procedures will have to be envisaged in order to ensure that they are correctly utilised.

The company is in any case required to ensure that, when the PPE shows signs of wear or inefficiency, it will be immediately replaced.

Workers are under an obligation to always use all the PPE at their disposal. (See circular no. 34 of 29/4/1999 issued by the Ministry of Labour and Social Security, as later amended, in matters of "working clothes and personal protective equipment").

All PPE must be used only in the framework of corporate activities and, if requested, it will have to be returned to the company, both in the event of new supplies and also on termination of the employment contract.

The Parties agree to commit themselves to setting up training initiatives aimed at increasing a widespread Safety and Prevention culture.

The modalities regarding the distribution, usage instructions, renewal and inspections of PPE in the course of working activities, are to be agreed by the Parties at company level.

Art. 14
Safeguarding privacy

The Parties - :

- in view of the growing importance of problems inherent in protecting personal data, and in view also of the gradual spread of ever more advanced equipment, technologies and instruments providing access to a wide range of information and images pertaining to a person;

- in view of the high level of sensitivity in public opinion and in persons susceptible, albeit only potentially, to the treatment of personal data, on account of widespread fears of unlawful interference in the sphere of individual privacy;

- in view of the fact that, due to requirements inherent in guaranteeing public safety, the communication of sensitive data could be required in order to ensure the reliability of anyone operating in an airport environment;

- in view of the need to process constantly and significantly increasing numbers of personal data of clients of airport services;

- agree upon the need to pay specific attention to the issue of protecting personal data, broadly speaking, both in the framework of the employment relationship in which the person concerned is the employee, and also vis-à-vis the clients of airport services, an area that may affect the companies and a wide range of workers as holders, persons in charge and/or persons entrusted with treatment.

In this perspective, the Parties agree that - while all those concerned are required to comply meticulously with the relevant rules and regulations, with specific reference to the Code on the protection of personal data, Legislative Decree no. 196/2003, and to the Workers' Statute, Law no. 300/1970, and the relevant company agreements in this matter, and without prejudice to the General

Authorisations of the Regulatory Authority - due consideration will be taken of the guidelines and recommendations provided by the Regulatory Authority for the protection of personal data.

Art. 15
Drug addiction

Without prejudice to matters regulated separately in the Specific Parts, the Companies will grant a period of unpaid leave - for the time required to carry out rehabilitation treatment and, in any case, for a period of not more than three years - to workers recruited on an indefinite basis, for whom the state of drug addiction has been ascertained and who intend to access therapy and rehabilitation programmes at the health services of local health units or of other therapy/rehabilitation and social welfare facilities indicated in Law no. 162 of 26 June 1990.

The Companies will grant a worker who so requests an unpaid leave - for a total duration of not more than six months, to be used on a basis of continuous periods of not less than one month - justified by the proven need to assist members of the family in their charge, who, in a documented state of drug addiction, follow rehabilitation therapies provided by the National Health Service or by specialised facilities recognised by the competent Institutions or by therapy venues or communities indicated in Law no. 162 of 26 June 1990.

Leave may not be granted in the course of disciplinary proceedings on account of serious acts which envisage the penalty of dismissal in accordance with the NCLA or with company rules.

Art. 16
Safeguarding the dignity of workers also in matters of sexual harassment

In view of the need to ensure that the employment relationship takes place in an environment that is fit for the activity to be carried out serenely, complete respect will have to be ensured for personal dignity in each and every manifestation, also as far as the sexual sphere is concerned.

The term sexual harassment is held to mean any act or conduct, verbal or otherwise, having a sexual implication or in any way based on sex, which, in itself, can be perceived as being offensive to the dignity and freedom of the person affected by it, or which is such as to create a climate of intimidation against that person.

Particular importance is attached to sexual harassment leading to forms of intimidation on the part of hierarchical superiors in connection with setting up, executing and terminating the employment relationship.

Sexual harassment or blackmail constitutes a punishable infringement. The same applies also to reports of facts that do not exist purely in order to denigrate someone or to obtain advantages at work.

Should there be reports of acts which constitute sexual harassment on the basis of the point established in the fourth paragraph of this article, the Companies are under a duty to implement immediate and impartial assessment procedures, whilst ensuring the privacy of the persons concerned and availing themselves also of the company C.P.Os. The Companies will also make arrangements to divulge information campaigns and consider adopting specific codes of conduct.

Art. 17
Mobbing

The Parties acknowledge the vital importance of a working environment based on the protection of personal freedom, dignity and inviolability and on principles of honesty in interpersonal dealings.

The Parties therefore acknowledge the need to adopt appropriate initiatives in order to combat the emergence of situations characterised by mobbing and to prevent the occurrence of possibly dangerous consequences for any affected workers of either gender, and, more generally, the need to improve the quality, climate and safety of the working environment.

Art. 18
Equal opportunities

In order to fully enforce Laws nos. 903/77 and 125/91, as later amended, and for the purposes of EEC legislation on equal opportunities at work between men and women, the National Committee for Equal Opportunities and the Company Committees for Equal Opportunities are set up.
The National Committee for Equal Opportunities - set up on a joint and equal basis between representatives designated by the employers' Associations and by the Union Organisations entering into the NCLA - is entrusted with monitoring employment trends, implementing National and European directives passed in the area of equal opportunities and monitoring their enforcement, establishing good practices at the European level with bodies that have the same institutional tasks and with the National Committees for Equal Opportunities that exist within Italian territory.

The National Committee is chaired by a President appointed among its members under a specific resolution passed by those attending the meeting and with a 2/3 majority of all its members.

It will meet once every three months and each year it will send the Parties a report on the activities carried out.

Each of the Parties may submit requests for an extraordinary meeting, on 15 days advance notice.

Three months prior to the expiry of this agreement, the Committee will submit to the parties a conclusive report on the activities carried out in the course of the mandate, accompanied by possible proposals which will be examined in the course of the next renewal of the agreement.

The Company Committees for Equal Opportunities are set up on a joint and equal basis among representatives designated by the Companies and representatives of the unions entering into the NCLA that are present within the territory.

To ensure homogeneous conditions in terms of allocating duties and in terms of the rules by which the Company Committees for Equal Opportunities function, they will adopt a statute.

In order to promote the attainment of the purposes of the respective equality bodies, the employers' Associations and the Companies will - within their respective areas of responsibility - arrange to provide any instruments that may be necessary for them to function (information, training courses, internal communication instruments, prerogatives for union members). In particular, they will exploit - as far as the working environment is concerned - the results of the work carried out by the bodies in question, ensuring that they are publicised in the most appropriate manner.

The activity carried out as members of the National Committee and of the Company Committees for Equal Opportunities is, for all purposes, work rendered during working hours, in that it is an institutional activity included in the union leave hours account.

At both National and company level, periodical meetings will be scheduled with the corresponding employer and union representatives on particular matters and/or in order to monitor the state of implementation and enforcement of the law, agreements and legislation in the field of equal opportunities.

In accordance with Legislative Decree no. 198/2006, in January the reports on personnel - that are to be analysed at talks between the employers' Associations, UOs and National Committee and between Companies, UOs and company CEOs - will have to be provided.

The reports must be delivered 15 days prior to the meetings.

In order to ensure fair access to work between men and women, in accordance with Legislative Decree no. 198/2006, any positive actions that can contribute towards this will be established at the company level.

Art. 19
Disabled Workers

In order to facilitate the insertion of disabled workers in activities suitable to their working aptitudes and capacities, consistent with plant and/or

technical/organisational requirements, the Companies will also work towards adopting initiatives aimed at overcoming so-called “architectural barriers”.

Furthermore, whilst reiterating the specific importance of this matter, the Parties confirm the particular attention attached to developments in the regulatory framework and in the ensuing implementation rules, with a view to looking into possible areas of intervention, whilst considering the provisions of Law no. 104 of 5 February 1992 and successive legislative provisions in this area.

Art. 20
Student workers and Study leave

A) - Student workers
Student workers, who are registered on, and attend, regular study courses - at schools providing primary, secondary and occupational training education, state schools, officially recognised schools or schools that are legally recognised or in any case authorised to issue legal study qualifications - are entitled, within the meaning of Art. 10 of Law no. 300/1970, to work-shifts that facilitate the attendance of courses and preparation for exams, and they are not obliged to work overtime or during weekly days of rest.

Student workers, including university students, who have to take exams, are entitled to benefit from days of paid leave.

The employer may ask to see the necessary certificates for exercising the rights indicated in the first and second paragraphs.

B) - Study leave
Workers employed on an indefinite basis who intend to attend - at public or legally recognised Establishments - study courses concerning the activity carried out at the Company, that have been set up in accordance with the law or in any case in the framework of the rights granted under the education system to such establishments, may enjoy, at their request, paid leave of up to a maximum of 150 hours every three years per capita, which may also be used in only one year provided that the course the worker intends to attend requires attendance for a number of hours equal to, or greater than, 300 hours. The workers who may be absent in order to attend the above study courses must not exceed 2% of all the workers employed at each production unit as of the date of 1 January of each year, and they may not simultaneously exceed 1% of all workers employed on each shift of the production unit. The leave will be granted on a basis compatible with a normal rendering of the service. The workers concerned must also submit a specific application in writing to company Management and, thereafter, the course registration certification and monthly certificates of effective attendance with an indication of the relevant hours. Should the number of applicants be greater than the maximum percentage indicated in the previous sentence, the Company - without prejudice to the limit contemplated above - will establish, bearing in mind the workers’ requests, objective criteria (such as age, seniority of service, characteristics of the study courses, etc.) used to identify those who will benefit from the leave, duly informing the structures of the UUDs/CUDs.

The companies, on a basis compatible with technical and organisational requirements, will facilitate the abovementioned study pathways, granting employees any periods of holiday or unpaid leave that may be requested the person concerned.

Art. 21
Leave and absences

In the framework of the provisions of Law no. 53/2000, as later amended and supplemented - and with respect only to the matters entrusted to collective bargaining - the Parties agree as follows:

a) if the period of leave indicated in Art. 4, paragraph 3, of Law no. 53/00 is enjoyed on a continuous basis for a period of more than one year, the worker concerned will be readmitted to work, in view of the possibility of envisaging the attendance of an occupational updating course on both operational matters and safety problems. If the course has a duration of more than 5 working days, 50% of the part in excess will be held outside working hours and this part will not give rise to additional remuneration;
b) the training leave indicated in Art. 5 of Law no. 53/00 may be used, at the same time, by not more than 2% of employed personnel who, as of the time of the request, have the company seniority requisites set out in paragraph 1 of the said Art. 5. The leave will be granted, on a basis compatible with duty requirements, in order to complete compulsory schooling and, in order of sequence, to acquire a level two study qualification, university diploma or degree in subjects relevant to the professional activity carried out or to participate in training activities relating to the activity carried out. At the company level, criteria and procedures may be established for requesting - and granting or refusing - such leave;
c) with regard to the training pathways indicated in Art. 6 of Law no. 53/00, 2 hours per employee on an indefinite basis/per annum are established as being the total hours account earmarked for leave in order to take part in training courses coming within the company or territorial plans indicated in paragraph 1 of the aforesaid Art. 6. The Companies may intervene by covering on a flat-rate basis the educational costs incurred by the employee. At the company level, arrangements will be made to establish the criteria to be applied in selecting the workers and the timeframes and remuneration for attending the training pathways;
d) with regard to the parental leave pursuant to Legislative Decree no. 151/2002, as later amended and supplemented, and with particular reference to Art. 32 of the same, which entrusts to collective bargaining the introduction of criteria and modalities of exercising the right to parental leave, it is agreed that - in order to harmonise the *ratio legis* with the provision of a public service linked to the individual's mobility - the request must be submitted to the Companies in accordance with the law, including cases of objective impossibility, as defined in the individual specific parts. The specific parts will take account of requirements in terms of operating programmes and will in any case maintain the specific arrangements currently in force.

With regard to the introduction of the leave based on hours for ground handling staff contemplated by Art. 32 of Legislative Decree no. 151/2001 as amended by Art. 1, paragraph 339, of Law no. 228/2012, reference should be made to the individual specific parts.

LEAVE FOR PARTICULAR EVENTS AND REASONS

Within the meaning, and for the purposes, of Art. 4, paragraph 1, of Law no. 53 of 8.3.2000 and of Arts. 1 and 3 of the implementation Regulation contained in Ministerial Decree no. 278 of 21.7.00, workers of either gender are entitled to altogether 3 days of paid leave a year in the event of the death or documented serious illness of the spouse, even if legally separated, or of a relative up to the second degree, even if not living together, or of a member of the family household of the worker concerned.

In cases of a request for leave due to the serious illness of the persons indicated, the worker must submit, within not more than 5 days of resuming work, appropriate documentation issued by the specialised doctor of the NHS or by the doctor under contract to the NHS or by the general practitioner or paediatrician of their choice or by the health structure in the event of hospitalisation or surgery. In the event of a request for leave due to death, the worker is under a duty to document the said event with the relevant certification or, in permitted cases, with an equivalent statement. The days of leave must be used within 7 days of the death or of the ascertained emergence of the serious illness or of the need to arrange for specific ensuing surgical treatment.

Priority will be attached to accepting requests for holidays based on serious family reasons, barring organisational and business requirements.

Art. 22
Safeguarding maternity and paternity

Without prejudice to the specific provisions for flying personnel:

1. Within the meaning of Legislative Decree no. 151/2001, female workers are entitled to maternity leave:

a) during the two months prior to the presumed date of childbirth;
b) if the childbirth takes place after this date, for the period going from the presumed date and the effective date of giving birth;
c) during the three months after the childbirth;
d) during the further days not enjoyed prior to the childbirth, in cases where the childbirth takes place ahead of the presumed date. These days are added to the period of maternity leave after the childbirth.

2. The worker is entitled to maintain her job from the start of the period of pregnancy until the end of the maternity leave, as certified by the regular medical certificate, and until the child has reached the age of one, barring the exceptions contemplated by the law (dismissal for a just reason, cessation of the company's business, completion of the service for which the worker had been employed or

cessation of the employment due to the expiry of the period for which it had been stipulated, negative outcome of the trial).

3. The ban on dismissal applies in the framework of the objective state of pregnancy, and a worker who has been dismissed in the period during which the ban applies is entitled to obtain the restoration of her employment by presenting, within 90 days of the dismissal, suitable certification confirming the existence, at the time of the dismissal, of the conditions that prohibited it.

4. In accordance with Art. 4 of Presidential Decree D.P.R. no. 1026 of 25 November 1976, work not rendered during the period of time going from the date of effective discontinuance of the employment and presentation of the certificate is not paid. The period in question is however calculated in the seniority of service, barring effects relating to holidays and to the thirteenth monthly payment or Christmas bonus.

5. In the event of an illness brought about by the state of pregnancy in the months preceding the period of ban on dismissal, the employer is obliged to maintain the job for the worker to whom the prohibition is applicable.

6. Throughout the period of maternity leave, workers are entitled to a daily allowance based on the modalities and measures envisaged in the individual sections of this agreement.

7. No other allowance arising under this agreement or its sections will be due from the employer for the entire period of obligatory and optional absence, this being without prejudice to any provisions that may be contemplated in the specific parts.

8. In addition to the provisions of Art. 4, paragraph 24, letter a), of Law no. 92/2012 and the ensuing Ministerial Decree M.D. of 22 December 2012, working fathers are entitled to refrain from working for the entire duration of the maternity leave or for the residual part that the female workers would have been entitled to, in the event of death or serious illness of the mother, and also in the event of the child being abandoned or entrusted to the exclusive care of the father. To this end, the working father must submit to his employer a declaration indicating that the other parent relinquishes availing herself of the above rights and - in the event of illness of a child aged less than three - the relevant medical certificate. In the event of an absence for a period of six months in the child's first year of age, the working father - within ten days of the declaration referred to in the previous sentence - must also submit to his employer a declaration of the employer of the other relinquishing parent.

9. The periods of absence relating to the working father indicated in the previous paragraph are calculated for the purposes of art. 7, final paragraph, of Law no. 1204 of 30 December 1971, as later amended.

10. The employer must allow working mothers, during the child's first year of life, two periods of rest each of a duration of one hour, which may be taken together during the day. There will be only one period of rest in cases where the daily working hours are less than six. The aforesaid periods of rest have a

duration of one hour each and give rise to the working mother's right to go out of the Company; the rest periods will each last half an hour, and do not give rise to the right to go out of the Company, in cases where the worker wishes to make use of the nursery or kindergarten, if set up by the employer in the annexes of the work premises.

11. Both parents, on an alternative basis, are entitled to refrain from work for periods corresponding to the illnesses of each child aged less than three. Each parent, on an alternative basis, is also entitled to refrain from work, within the individual limit of five working days a year, for the illnesses of any child aged from three to eight, including the day on which the child reaches the age of eight.

12. The periods of absence indicated in the previous paragraph are calculated for the purposes of Art. 7, final paragraph, of Law no. 1204 of 30 December 1971.

13. In order to benefit from the leave indicated in paragraph 12, the parent must submit the illness certificate issued by a specialised doctor of the National Health Service or by a doctor under contract to it. Furthermore, the worker of either gender must submit to the employer a declaration, within the meaning of Art. 47 of Presidential Decree D.P.R. no. 445/2000, certifying that the other parent is not on leave on the same days and for the same reason.

14. In the event of voluntary resignation submitted in the course of the period during which the ban on dismissal is envisaged, the female worker is entitled to the severance indemnities and to the allowances contemplated by legal provisions and by the provisions of the individual sections of this agreement as far as the event of dismissal is concerned. This provision applies both to a worker who has benefitted from paternity leave and also in the event of adoption or custody, always within one year of the minor's arrival in the family.

15. The resumption of work on the part of the female worker leads to the right to terminate the employment of the person hired to replace her, provided that this person was informed of the provisional nature of the employment, when hired.

16. Within the meaning of Art. 4, paragraph 2, of Law no. 53/2000, for serious and documented family reasons, employees may ask for a period of leave not exceeding two years, which may be either continuous or split up. During this period, the employee will maintain the job but is not entitled to be paid and may not carry out any type of work. The leave is not calculated in the seniority of service, nor for social security purposes, but the worker may proceed to redeem by paying in the relevant contributions calculated according to voluntary continuance criteria.

17. As far as anything not envisaged in this article is concerned, reference should be made to the provisions of law currently in force and to the provisions contained in the individual sections of this agreement, including the specific provisions or the European rules for flying personnel.

Art. 23
Marriage Leave

Employees who have passed the trial period will be granted, on the occasion of their marriage, a period of leave lasting 15 consecutive days of the calendar, on normal remuneration.

The leave may not be calculated as part of the period of annual holidays, nor may it take place during the advance notice of dismissal.

The leave request must be made by the worker on a prior notice of at least 30 days ahead of the event, barring exceptional cases.

The worker is under an obligation to exhibit to the employer, once the leave is over, due documentation of the marriage celebration.

Art. 24
Call-up

Call-up for military service does not terminate the employment.

An employee called up for military service is entitled to maintain the job up to one month after the service has ended. The period of military service will be calculated in the seniority of service only as far as the Severance Indemnities are concerned.

As far as anything not envisaged in this article is concerned, reference should be made to the rules of law currently in force in this matter.

Art. 25
Social Clause

In order to safeguard the efficiency, safety and overall quality of ground handling services for the benefit of users and bearing in mind particular organisational aspects, the need to defend the staff's competencies, training processes and professional skills, and in order to facilitate the maintenance of employment levels by relocating personnel following the transfer of services between operators providing ground handling services present at each Air Transport Company - without prejudice to cases of transferring a company or business unit concretely identifiable as a functionally autonomous part, and in accordance with the requirements of Art. 13 of Legislative Decree 18/99 - any transfer only of activities involving one or more categories of ground handling services indicated in schedules A and B of the aforesaid law will give rise, without prejudice to the points indicated in the following points, to the transfer of the personnel thus identified, in liaison with the UOs that sign this NCLA, from the Company transferring the service(s) in question to the Company taking its place at a level proportionate to the share of traffic transferred.

Without prejudice to the provisions of the penultimate paragraph of this article, and pending an eventual legislative intervention, the Parties - in accordance with the requirements of Art. 13 of Legislative Decree no. 18/99 - agree to adopt a set of rules specified in the individual special parts, stressing that its application will be such as to ensure the principle of reciprocity also in cases where the transfer of activities and resources takes place between Companies that apply different Specific Parts of this NCLA.

The Parties agree as of now that the transfer of personnel will take place on a basis of subjective and objective novation of the contract, with simultaneous recruitment. In view of the basic simultaneity of creating the employment relationship, it will be based on modalities such as not to give rise to a trial period at the successor company and, consequently, with no reciprocal prior notice obligation for the worker and for the transferor company, while applying the regulatory and salary conditions of the specific part of the successor company and on the basis of arrangements to be established in the specific part and at the local/company level. The Parties also acknowledge that the acceptance of the Social Clause does not constitute a violation of the priority rights contemplated in the rules on fixed term and part time employment contracts.

Furthermore, the Parties - aware of the announced regulatory changes in handling activities on the part of the European Union and of the ensuing implementation rules under national legislation, undertake to meet following the issuing of the aforesaid changes in order to agree upon the necessary link between the new rules and the points defined in this article, in the relevant Specific Parts and in the relevant protocols also signed at the local level.

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Finally, the Parties acknowledge that the enforcement of the Social Clause, on the basis of common experience, is not an element of destabilisation of any social buffers that may have been activated. Therefore, if elements of contrast were to arise - which as of now are not foreseeable - the Parties undertake to meet in the relevant institutional venues, purely in order to maintain the efficacy of interventions regarding social buffers that have already been granted.

CHAPTER III

THE LABOUR MARKET

Art. 26
Introduction

In view of the fact that the radical changes affecting air transport imply constant efforts in order to establish appropriate levels of productivity, efficiency, competitiveness and competency, in such a way as to provide ever higher standards of quality in the service, the Parties consider that it will be useful to make coherent moves towards flexibility in using personnel. This will enable the Companies to promptly and efficiently respond to the changing needs of markets and to the speed at which they develop, exploiting where necessary suitable and duly considered contractual instruments.
They acknowledge the advisability of exploiting the instruments which legislation envisages in the labour market, in such a way as to facilitate convergence between demand and supply and ensure working procedures that serve to manage the production process in the best possible way, with a view to reinforcing the competitive potential of the Companies and creating working conditions that reward the contribution and professionalism expressed by human resources.

Therefore, particular importance is attached to instruments of flexibility in the work rendered that guarantee different ways of providing the service that are such as to meet the increasingly diversified needs of clients, implementing legislative requirements relating to the labour market and employment.

Art. 27
Part-time contract

The Parties acknowledge that part-time work - that is to say employment based on fewer hours than those established under this agreement - is an instrument geared to making work flexible and efficiently structured, insofar as it is applied according to the needs of the companies and of the worker. The implementation modalities are defined in the Specific Sections.

1. The recruitment of part-time personnel will take place having regard for the specific rules of law and also for the provisions set out in the paragraphs that follow.
2. Full-time personnel, serving on an indefinite basis, may ask to pass to part-time employment, apart from personnel who perform duties that are not compatible with part-time work.
The Companies reserve the right to accept applications depending on corporate requirements and without giving rise to an increase in staff.
In the course of the part-time employment, and after agreement has been reached between the Company and the worker, individual variations may be established in

terms of the quantity of hours worked in the framework of the part-time employment relationship.
3. Part-time work may be provided on the basis of the following modalities:
(a) horizontal - apart from flying personnel - where a reduction in hours is contemplated compared to normal daily working hours;
(b) vertical, where it is envisaged that the work is to be carried out full-time, but only in predetermined periods of the week, month or year;
(c) mixed - apart from flying personnel - where the work is provided on the basis of a combination of the modalities indicated above, contemplating days or periods on full-time work alternating with days or periods on part-time or not worked.
4. Implementing the provisions of Art. 3 of Legislative Decree no. 61/00, as amended and supplemented, it is established that in the part-time employment relationship, the provision of supplementary work is admitted up to the weekly and annual limit of normal working hours, as established in the specific parts of this collective agreement. The provision of such work is allowed, not only in hypotheses of part-time employment on an indefinite basis, but also in any other situations in which recruitment on a fixed term basis is possible in accordance with the legislation currently in force. Furthermore, following agreement between the worker and the Company, work may be used at times and/or days other than those in which the contractually established services ought to take place.
Without prejudice to the provisions of Art. 3, paragraph 3, of Legislative Decree no. 61/00, as later amended, the reasons - on whose materialisation the use of supplementary work is admitted - are provided by specific technical and operational requirements or requirements in terms of organisational flexibility, that characterise the air transport system and that are necessary in order to ensure the continuity of the service.
The above can be exemplified, on a non-exhaustive basis, in the following situations: the need to maintain the public service; technical and operational anomalies; sudden changes in activities affecting the regular provision of the service which may depend on anomalies in services provided by third parties; unforeseeable increases in business or in any case over a period of time; particular organisational difficulties arising from concomitant absences of other employees; non-programmable training requirements, that are urgent and needed for homogeneous areas.
The conditions governing supplementary working hours, as defined above, are established in the individual specific parts.

5. In any cases of part-time employment, overtime working services are regulated by the relevant contractual provisions envisaged for full-time personnel in the specific parts of this collective agreement.
6. The working hours systems will be established by the Company on the basis of the technical and organisational requirements of the sector to which it belongs and will be notified to the relevant structures of the contracting workers' union Organisations.

Part-time work may be organised on the basis of scheduled and organised rotation shifts and predetermined shifts. Such part-time work does not constitute - as agreed by the Parties - an instance of a flexible clause governed by Art. 3, paragraph 7, of Legislative Decree no. 61 of Legislative Decree 25.02.2000, as later amended and supplemented. Likewise, changes in working hours agreed following changes in operational staff do not configure flexible clauses.

Art. 28
Fixed-term contracts

In addition to the seasonal situations specified in greater detail in the next paragraph, the use of the fixed-term contract is envisaged in the presence of technical, organisational, business or substitution requirements inherent in normal company activity, that are verifiable as of the date of entering into the fixed-term contract and explained in the recruitment letter.

The stipulation of fixed-term contracts or acausal staff leasing contracts is permitted within the meaning of letter a), paragraph 1-*bis*, of Art. 1 of Legislative Decree no. 368/2001. The contracts indicated in letter a) may be extended, once only, for up to a maximum limit of 12 months.

In the framework of the mandate granted under Art. 1, paragraph 1-*bis*, letter b) of Legislative Decree no. 368/2001 to collective bargaining, as amended by Law no. 92/2012 and by Legislative Decree no. 76/2013, in addition to the cases contemplated in letter a) of the aforesaid article, further hypotheses may be established also by company bargaining, in which the requisite of Art. 1, paragraph 1, of Legislative Decree no. 368/2001 is not required.

Without prejudice to the 44-month time limit, inclusive of extensions and renewals, envisaged in this agreement, concerning fixed-term contracts pursuant to Art. 1 of Legislative Decree no. 368/2001, the following hypotheses are established, in respect of which the causal nexus requisite is not required:

1. Subjective hypotheses:

- Persons admitted to social buffers also by way of exception;

- Persons without work for at least one month;

- Women with a child in their charge;

- Young people aged under 35;

- Disadvantaged workers;

- In the framework of concrete school-work links, students registered at high schools in the period going from the end to the start of the school year.

2. Quantitative hypotheses:

- Acausal fixed-term contracts may be stipulated without exceeding the 25% limit - calculated as an average on an annual basis to be determined monthly with reference to active fixed-term employment relationships - of employed personnel on an indefinite contract as of 31 December of the

previous year, to be calculated on a regional basis with reference to the individual Company.

Implementing the provisions of Art. 10, paragraph 7, of Legislative Decree no. 368/01 concerning the possible establishment of quantitative limits on the utilisation of the fixed-term contract arrangement, it is agreed that recruitments on a fixed-term contract in accordance with Art. 1 of Legislative Decree no. 368 of 2001 - only as far as the specific hypotheses indicated below are concerned - may not exceed, as an average on an annual basis calculated monthly with reference to active fixed-term employment relationships, 10% of the personnel employed on an indefinite contract as of the date of 31 December of the previous year, to be calculated on a regional basis with reference to the individual Company:

- extraordinary maintenance works on plant or equipment;
- covering job positions arising from temporary and non-definitive provisions of administrative authorities, or jobs not yet stabilised following organisational changes;
- non-programmable activities not attributable to the company's regular business;
- formal requirements inherent in administrative or technical/procedural activities of an occasional and/or extraordinary nature;
- inclusion of new types of aircraft in the fleet to meet increasing operating requirements.

At airports with an annual traffic of less than 2 million passengers, the above percentage is increased to 15%.

Any fraction produced by the above percentage ratio will be rounded up to the superior unit.

These limits may be exceeded - following agreements at company level with the relevant structures of the contracting UOs - for justified technical, business or organisational needs.

It is agreed that the phase of starting up new activities/services, including the hypothesis of starting up new routes, must be based on a period of eighteen months from the time of the actual start-up of the activity/service in question; this is held to mean, by way of example, also the activation of new plants and/or infrastructures.

The duration of this period may be increased following company level agreements with the competent structures of the contracting UOs, should there be specific technical, organisational or business reasons for this.

In all cases of fixed-term contracts stipulated for substitution requirements, a period of mentoring, lasting not more than 2 months, is possible between the worker to be replaced and the substitute, either before the absence or on the return of the replaced worker, in such a way as to facilitate an appropriate handover of duties.

Each year, the Company will inform the UUD and the CUD, if set up, of the quantitative dimensions of the utilisation of the fixed-term contract facility and of the types of activity for which such contracts have been stipulated.

Workers recruited on a fixed-term contract will have to receive an appropriate training geared to the characteristics of the duty performed, in order to avert risks inherent in the work.

With respect to the provisions of Art. 5, paragraph 4-*bis*, of Legislative Decree no. 368/2001, as amended by Law no. 247/2007 and also in consideration of the further innovation introduced by Art. 21, paragraph 2, of Law no. 133/2008, the Parties consider that the specificity of the sector ought to move in the direction of highlighting the mandate the legislator has seen fit to entrust to negotiating autonomy.

The maximum period by law envisaged in the aforesaid Art. 5, paragraph 4-*bis*, of Legislative Decree no. 368/2001, in accordance with the mandate entrusted to collective autonomy, is set at 44 months; it may be modified in the individual specific parts in the framework of the relevant particularities, or else at the company level.

Any previous arrangements reached within the Company will nevertheless remain unchanged.

The above applies also in the event of a combination of successive fixed-term contracts and fixed-term staff leasing contracts with the same worker and for performing equivalent duties. This is without prejudice to the fact that the fixed-term staff leasing contract is not subject to the constraints of Art. 5, paragraph 4-*bis*, first sentence, of Legislative Decree no. 368/2001.

Furthermore, in accordance with the power of derogation approved in the second sentence of the aforesaid Art. 5, paragraph 4-*bis*, the Parties will make reference to the Joint Notice of 10 April 2008.

This is without prejudice to the possibility of ulterior different agreements at the company level, above all in cases of corporate crisis, restructuring and/or reorganisation.

Seasonal factors

On the basis of paragraph 4-*ter* of Art. 5 of Legislative Decree no. 368/2001, as later amended, the Parties confirm the seasonal nature of the activities indicated in Art. 2, paragraph 1, of the said Legislative Decree no. 368/2001. Therefore, for fixed-term contracts stipulated in accordance with this provision, Art. 5, paragraph 4-*bis*, of Legislative Decree no. 368 of 2001 does not apply. The Parties also confirm that the fixed-term recruitments set up in accordance with Art. 2 of Legislative Decree no. 368/2001 are not subject to the minimum time intervals of 10 and 20 days indicated in Art. 5, paragraph 3, first sentence, of Legislative Decree no. 368/2001, whilst however bearing in mind the subsequent provision contained in Art. 5, paragraph 4, of this same legislative decree.

With reference to the quantitative limit of 15% envisaged for this type of fixed-term contract, the Parties agree that it must refer to the total employed workforce on indefinite contracts as of 1 January of each year and that this limit must not be exceeded, monthly, by the number of resources on fixed-term service determined in accordance with Art. 2 of Legislative Decree no. 368/01.

Intervals

In cases of a succession of fixed-term contracts stipulated in accordance with Art. 1 of Legislative Decree no. 368 of 2001 or of a succession between a fixed-term contract pursuant to Art. 1 thereof and a fixed-term staff leasing contract, the intervals between one work contract and the next are 10 and 20 days for, respectively, contracts having a duration of less or more than six months, as provided by Art. 5, paragraph 3, first sentence, of Legislative Decree no. 368 of 2001.

Art. 29
Apprenticeship

Without prejudice to the provisions applying to flying personnel, the Parties acknowledge in the apprenticeship contract, in the categories in which it arises under the provisions of law now in force - the last of which is Legislative Decree no. 267/2011, so-called "Consolidation Act on Apprenticeship", as later amended - a mixed-basis contract (work and training), which may be adopted in any sectors of activity that come within the scope of application of this agreement. They consider it to be an instrument that serves to facilitate the entry of young people into the labour environment.
The stipulation is admitted of contracts based on "apprenticeship for a professional qualification and diploma", "vocational apprenticeship or job contract" and "advanced training and research apprenticeship".
The apprenticeship contract in fulfilment of the right/duty to/of education and training may be stipulated with young people aged between 15 and 25 not yet reached, whereas apprenticeship contracts for acquiring a diploma or advanced training pathways may be stipulated with persons aged between 18 (17 for workers who already have a professional qualification pursuant to Law no. 53/03) and 29; on a transitional basis, until regional rules are passed regulating the training aspects of apprenticeship, the following arrangements will apply.

The duration of apprenticeship contracts in fulfilment of the right/duty to/of education and training in order to acquire a diploma or for advanced training pathways is defined under the provisions of law.

The professional qualification to which the apprenticeship refers and the relevant level of professionalism must be indicated in the letter of recruitment.
The number of apprentices in individual companies may not exceed a ratio of three to two in relation to specialised and qualified workers employed on an indefinite contract. The modalities of implementing the vocational apprenticeship - also for the purposes of Legislative Decree no. 167/2011, so-called "Consolidation Act on Apprenticeship", as later amended - and the economic conditions, are defined and specified in the individual sections. Within the

meaning, and for the purposes, of Article 4, paragraph 5, of Legislative Decree no. 167/2011, the apprenticeship may also be organised over several seasons on the basis of several fixed-term contracts, the last of which must however start within thirty-six consecutive calendar months of the date of first recruitment.
An apprentice recruited on a fixed-term basis for the season may exercise the right of priority in recruitment at the same company in the next season, with the same legal modalities which the law and collective bargaining grant to qualified workers.

Art. 30
Fixed-term staff leasing contracts

Without prejudice to specific provisions applying to flying personnel, staff leasing on a fixed-term basis is permitted in the circumstances, and following the modalities, established under the laws currently in force, supplemented by the rules of this article.

In addition to the cases provided by the law and implementing Art. 20, paragraph 5-*quater*, of Legislative Decree no. 276/2003, staff leasing on a fixed-term basis is permitted - without Art. 20, paragraph 4, of Legislative Decree no. 276/2003 applying - in order to meet any organisational/business requirements that may arise, including ordinary and non-temporary requirements, in the following cases:

- persons aged under 35;
- persons with a certified disability of at least 20%;
- staff leasing contracts having a total duration of not less than 12 months;
- women with at least one child in their charge;
- persons receiving social buffers, if needs be in derogation, for at least one month;
- persons out of work for at least one month.

In these cases, staff leasing contracts may be stipulated without indicating a reason. This is without prejudice to the possibility of establishing further specific instances in the course of company bargaining.

Bearing in mind the specificity of the sector, the Parties also agree that the prohibition set out in Art. 20, paragraph 5, letter b), of Legislative Decree no. 276/2003, is not applicable.
Implementing the provisions of Art. 20, paragraph 4, of Legislative Decree no. 276/2003 regarding the possibility of establishing quantitative limits on using this type of contract, reference should be made to the individual sections.

Art. 31
Tele-working

1. For all the purposes of these contract rules, the expression tele-working in paid employment is held to mean a working modality carried out for duty

requirements, by means of using electronic instruments, from a place different to, and distant from, the company's main office.

2. In the aforesaid cases, tele-working gives rise to a modification of the place where the working obligation is fulfilled, brought about on the basis of logistical and operational modalities attributable, by way of example, to the following main types:
- home working: the work is usually carried out at the domicile of the worker or in a suitable room at his/her disposal;
- remote tele-working: the work is carried out at structures, operative centres and/or organisational ramifications which are distant from the company office organisationally and/or hierarchically in charge of the activity, without being an autonomous production unit.

3. If the decision to introduce home working concerns activities already carried out at the Companies, the acceptance of such work on the part of workers already responsible for them is on a voluntary basis. Any workers who do not agree to this form of working will be relocated in accordance with technical and organisational needs.
The Companies are entitled to interrupt the performance of the tele-working activity for technical and organisational reasons.
If the activity is reabsorbed within the company organisation, the Companies will arrange to reinsert the aforesaid workers at the Company.
The Companies may accept requests submitted by a home worker who was previously an internal worker, to interrupt the tele-working, based on personal requirements that give rise to an incompatibility with continuing this working modality.

4. The obligations inherent in the employment relationship may develop on a basis of modalities different to the ordinary modalities, both in terms of the place where the work is carried out in the course of the day and also in terms of its daily duration, but without prejudice to the total working hours envisaged for workers responsible for the same duties at the Company.

5. In the various tele-working configurations, the worker continues to be fully inserted in the company organisation and, specifically, on the workforce of the company structure to which he/she belongs; likewise, there is no modification of the legal characterisation of the paid employment relationship as regulated by this NCLA.

6. The ordinary hierarchical functions naturally inherent in the paid employment relationship may be carried out electronically, in accordance with Art. 4 of Law no. 300/1970, and/or based on an assessment of targets correlated to the duration of daily/weekly working services. In the event of home working, the employee must allow access to external institutional bodies for purposes of inspections and - on reasonable advance notice - to representatives of the Company for technical and security reasons.

7. The equipment used by the tele-worker is made available and fitted out by the Companies at their expense; they will continue to own it, and arrange to insure it against theft and damage. In cases of home working, the Companies will cover

expenses arising from carrying out the work (electricity, phone, etc.), where appropriate by paying lump-sum amounts.
The performance of home working is subject to the suitability of the work environment and to its compliance with rules currently in force in matters of health and safety.
The rules currently in force in matters of safety and health at workplaces envisaged for workers who carry out their work at the Company apply to tele-workers.
The employer will respect the right to privacy of the tele-worker.
If any monitoring instruments are installed, this must be proportionate to the objective pursued and carried out in accordance with Legislative Decree no. 81/2008, as later amended and supplemented.

8. The employer is responsible for adopting appropriate measures, especially as regards the software, directed towards protecting the data used and processed by the tele-worker for professional purposes.
The employer must arrange to inform the tele-worker of any applicable rules of law and company rules relating to data protection.
The tele-worker is responsible for complying with such laws and rules.
The employer will arrange to specifically inform the worker of any restrictions on the use of equipment, instruments, IT programmes, including the Internet, and of any sanctions that are applicable in the event of violation.

9. Tele-workers benefit from the same opportunities of access to training and career development as those of comparable workers who carry out activities at the company's premises and are assessed according to the same criteria as such workers.
In addition to the normal training provided to all workers, tele-workers will receive a specific training focusing on the technical working instruments of which they dispose and on the characteristics of this form of work organisation.

10. The Parties invite the Companies to promote - where appropriate through innovative modalities - the socialisation of the tele-worker in company life by, for example, organising periodical returns to the company head office scheduled by the direct superior of the tele-worker, computer communications, etc.
The prerogatives and rights approved under Law no. 300/70 are also ensured for the tele-worker and made compatible with the particularities of the tele-work.

Any rules regulating the application of this facility will be jointly examined at the company level.

Art. 32
Continuous training and professional updating support

On the basis of the matters highlighted also in the EU green book in the framework of the Lisbon strategies, the Parties agree that the maintenance of levels of competitiveness in the sector should be obligatorily passed on to the professional grades of personnel in the form of a constant updating process.

In this perspective, the Parties consider that a joint focus on the continuous training of personnel is not only a key element in guaranteeing an ever increasing quality of service, but also an instrument that serves to anticipate professional retraining and reconversion processes aimed at averting redundancy emergencies also in phases of market crisis.

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As far as the rules set out in Art. 33 *et seq*. of Legislative Decree no. 276/03 are concerned, the Parties refer to the definition of the implementation modalities to the individual specific parts.

CHAPTER IV

THE EMPLOYER/EMPLOYEE RELATIONSHIP

Art. 33 Recruitment and relevant documents

1) For the recruitment of personnel, the Parties make reference to the legal provisions currently in force in this matter.
2) The recruitment is usually for an indefinite time, without prejudice to the clarifications provided in Art. 23; it is notified to the person concerned in a letter containing the following information:

Date and place of recruitment;
Locality/main office of the working services provided;
Category and initial classification grade;
Initial economic conditions;
Duration of the trial period, if any;
Any other working conditions that may have been agreed.

3) At the time of the recruitment, the employee must present any documents which the Company has seen fit to ask for in connection with the duties to be entrusted, including:

- A personal identity document;
- A police certificate not dating back more than three months;
- A marital/family status certificate;
- At the Company's request, the certificate of completed studies;
- Tax code.

4) The employee is required to declare his/her place of residence and habitual address and to inform the Company of any later changes.

5) The worker may be subject to a medical recruitment visit in accordance with the relevant legal requirements.
6) Should the Company consider it necessary, it may subject candidates to technical/practical checks.

Art. 34
Inventory check and personal checks

No employee may refuse any inventory checks which may, by superior order, be carried out on the objects entrusted to them.

As far as personal checks are concerned, these must be carried out in accordance with the modalities established in Art. 6 of Law no. 300 of 20 May 1970, as later amended.

Art. 35
Company dispositions and regulations

The employees must abide by the dispositions and regulations laid down by the Company, within the limits of the law and of this collective agreement.

Company regulations must be brought to the knowledge of personnel by means of notices affixed at the workplaces and/or through the company intranet or other multimedia systems.

Art. 36
Rules of conduct

The employee's duties - to be set out in the specific parts, bearing in mind the types of activity - will have to meet the general criteria set out below:

1. Compliance with legal requirements, competent authorities, operating manuals, company regulations and the agreement, regarding the activity carried out, with particular reference to his/her own personal safety at work and that of others, the safety of flight, and the safety of equipment, vehicles and any other company instrument allocated to him/her.

2. Respect for the dignity of others, whilst safeguarding the company's reputation and avoiding the dissemination - through any instrument - of images or opinions detrimental to the Company.

3. Applying the diligence required by the nature of the work and by the Company's interest in maintaining the secrecy of its confidential information, whilst actively collaborating in this.

4. Adopting a meticulously correct and transparent behaviour in dealings that take place for reasons of duty with clients of the Companies, there being

an express ban on receiving pecuniary benefits or gifts of any kind for the activity carried out in the framework of the duties entrusted.

5. Keeping to working hours and the envisaged time of presentation at work, ensuring his/her presence at the workplace in the course of the prescribed working hours, maintaining a responsible and watchful behaviour in accordance with the standards envisaged by company rules and dispositions.

6. In view of the importance attached to vocational training and updating, ensuring active participation in the courses established by the Company, with particular reference to any professional retraining courses reserved for those receiving social buffers.

Art. 37
Severance indemnities

In the event of termination of the employment, the employee is entitled to receive severance indemnities in accordance with the provisions of Law no. 297/82. The severance indemnities and the indemnity in lieu of advance notice, where due, will be paid to the worker within the month following that on which he/she stopped working.

In any disputed or contested cases, the undisputed part must in any case be paid.

CHAPTER V

SUPPLEMENTARY SOCIAL SECURITY

Art. 38
Supplementary social security

The Supplementary Pension Funds of Air Transport workers are currently awaiting a complete merger - into a single Pension Fund for the sector - of the Prevaer Fund and the Fondaereo Fund.

Without prejudice to any different arrangements reached at individual companies in matters of Supplementary Social Security, the Parties agree that the employees of companies that are members of employers' associations that sign this NCLA may adhere to the PREVAER Fund or to the FONDAEREO Fund, in accordance with the provisions of the Specific Parts. To this end, they agree to the statutes and rules that govern the functioning, management and services of the funds.

1. Membership of the Fund will imply a monthly contribution based on the modalities and measures envisaged in the respective specific parts.
2. The contributory obligation resting with the employer, mentioned in the previous point, is accepted by the companies vis-à-vis workers on an indefinite contract who join the Fund; therefore, the corresponding contribution will not be due - nor will it be converted into any substitutive or alternative treatment even of a different kind, whether collective or individual - to workers who, on account of not joining, do not become members of the Fund, or who cease being members at a later date. This obligation is assumed by the Companies solely towards workers who are registered with Prevaer or Fondaereo or with later developments thereof.
3. For workers on their first employment after 28 April 1993, if they join the Fund, it is envisaged that the severance indemnities that have accrued in the year will be allocated in full to the Fund, whereas for workers recruited at an earlier or later date, but not in their first employment, the monthly payment into the Fund is envisaged - for 12 months - of a quota of accruing severance indemnities equal to 3% of the tabular minima, cost-of-living allowance and periodical seniority increases.

The parties undertake to establish in the individual specific parts the extension of supplementary social security also to personnel recruited on a fixed term, in accordance with general economic compatibility.

STATEMENT FOR THE MINUTES

The UOs reiterate that, in the specific parts, they wish - in accordance with economic compatibilities and specificities - to establish a supplementary health assistance plan for all workers in the sector.