

# NATIONAL AIR TRANSPORT SECTOR CONTRACT



## SPECIFIC PART FOREIGN AIR CARRIERS SECTION GROUND STAFF

1 JANUARY 2025 – 31 DECEMBER 2027

This document is provided as a courtesy English translation and holds no legal validity. In the event of any legal claim or interpretative dispute, only the Italian version of the NCLA shall be deemed authoritative.

## PREAMBLE

On 7 August 2025, between F.A.I.R.O. Foreign Airlines Industrial Relations Organisation and the National Secretariats/National Departments of: FILT/CGIL; FIT/CISL; UILTRASPORTI; UGL TRASPORTO AEREO

This National Collective Labour Agreement (CCNL) for Air Transport – Specific Section for Foreign Air Carriers operating in Italy was signed, applicable to ground staff classified as middle managers, Employees and Workers of Companies belonging to FAIRO (as per the attached list), and is an integral part of the National Collective Labour Agreement for Air Transport, the General Part of which was signed on 7 February 2025.

It shall be considered a replacement for all purposes of the Specific Section in force on 31 December 2024.

The National Collective Labour Agreement for Air Transport - Specific Section for Foreign Air Carriers operating in Italy and members of FAIRO consists of 36 articles.

Without prejudice to the various effective dates provided for in the Memorandum of Agreement of 7 August 2025, this National Collective Labour Agreement shall take effect on 1 January 2025 and shall remain in force until 31 December 2027.

Read, confirmed and signed

FAIRO

Cristina Del Guerzo

Giulio Berardi

The national secretariats/departments of:

FILT – CGIL , represented by

Fabrizio Cuscito

Sara Di Marco

FIT – CISL represented by

Monica Mascia

Vincenzo Giorgio

UILTRASPORTI represented by

Ivan Viglietti

Simone de Cesare

UGL TRASPORTO AEREO represented by

Francesco Rocco Alfonsi

Fabio Paolucci

Marco Di Domizio

## LIST OF AIRLINES ASSOCIATED WITH FAIRO

AEGEAN AIRLINES  
AEROLINEAS ARGENTINAS  
AIR ALGERIE  
AIR CANADA  
AIR FRANCE  
AIR INDIA  
AMERICAN AIRLINES  
ALL NIPPON AIRWAYS  
BRITISH AIRWAYS  
CARGOLUX  
CATHAY PACIFIC AIRWAYS  
CHINA AIRLINES  
CHINA EASTERN AIRLINES  
CHINA SOUTHERN AIRLINES  
CUBANA DE AVIACIÓN  
DELTA AIRLINES  
EGYPTAIR  
EL AL - Israel Airlines  
EMIRATES  
ETIHAD  
IAG CARGO  
IRAN AIR  
K L M – Royal Dutch Airlines  
KOREAN AIR  
KUWAIT AIRWAYS  
M E A - Middle East Airlines  
NIPPON CARGO AIRLINES  
QATAR AIRWAYS  
ROYAL AIR MAROC  
ROYAL JORDANIAN Airlines  
SABRE  
S A S - Scandinavian Airlines  
SAUDIA -Saudi Arabian Airlines  
SINGAPORE AIRLINES  
TAAM Lineas Aereas S/A  
TAP - AIR PORTUGAL  
TUNIS AIR  
THY  
TURKISH AIRLINES  
UNITED AIRLINES

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## **A – Application procedures Part-time contract**

1. Part-time work, characterised by a reduced working time, is governed by Legislative Decree no. 81 of 15 June 2015, as amended.
2. The establishment of a part-time employment relationship must be set out in a written document, which must indicate:
  - the remuneration, recalculated according to criteria proportional to the amount of work performed.
  - the reduced working hours, the way this reduction is applied, and the timing of the working hours with reference to the day, week, month and year;
  - any flexible clauses and the methods of performing the work in application of the aforementioned clauses within the agreed working hours.
3. The part-time employment contract may be horizontal, vertical or mixed.
  - Horizontal part-time: with a minimum of 4 hours and a maximum of 6 hours per day, the daily limit may be exceeded, up to the contractual limit, provided that the average over the entire cycle of the scheduled shift is not less than 20 hours per week.
  - Vertical part-time: with attendance spread throughout the year, even limited to certain periods of the year, with a minimum limit of 100 working days per year and a maximum of 200 working days per year.
  - Mixed part-time: with attendance spread throughout the day, and/or week, and/or month, and/or year, with a weekly duration of not less than 20 hours and a minimum limit of 660 hours per year and a maximum of 1,200 hours per year.
4. If the company intends to hire new part-time staff, it must promptly inform existing full-time employees working in production units located in the same municipal area.

The company shall assess, on the basis of its business needs, any requests for conversion from full-time to part-time employment made by existing employees following the above notification.

During the part-time employment relationship, and subject to agreement between the company and the employee, individual changes to the number of hours within the part-time employment relationship may be identified.
5. Similarly, companies, based on their business needs, without prejudice to the rights of authority and priority referred to in Article 8 of Legislative Decree No. 81/2015, reserve the right to evaluate requests to change employment relationships from full-time to part-time and vice versa.
6. The maximum percentage of part-time staff may not exceed 40% of full-time staff.
7. Without prejudice to the provisions of Article 27 of the General Section, overtime is considered to be work performed by a part-time worker, meaning work performed in excess of the contractual hours agreed between the parties, but within the limits of the weekly hours established for full-time workers by Article 8 of the Specific Section below.

The use of supplementary work, with reference to horizontal or mixed part-time employment contracts, is permitted up to a maximum of 15 hours per week, for technical, organisational, production or replacement reasons.

The worker may refuse to perform overtime work when justified only for proven work, health, family or professional training needs.

Overtime hours shall be paid according to the following scales and in relation to each week:

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

Payment will be made on a monthly basis, and the calculation will be included in the payslip for the month following the reference month.

In the event of other types of surcharges, the higher ones will absorb the lower ones. Any work exceeding the daily hours applied to full-time staff in each individual company will be compensated with the surcharges defined in the contract for overtime.

Any change in the timing of the work or any increase in its duration must be communicated to the worker with two working days' notice.

#### **B - Additional provisions to the fixed-term contract**

1. Recruitment may take place on a fixed-term contract only in the cases and within the limits provided for by Legislative Decree No. 81/2015 and subsequent amendments and additions. The term of the contract must be stated in writing in the letter of appointment, under penalty of invalidity.

2. Fixed-term contracts may be extended, with the consent of the worker, provided that the original contract is for a period of less than two years, for a maximum of four times within a period of 24 months, regardless of the number of contracts, in accordance with the procedures defined in Article 19 of Legislative Decree No. 81/2015, as amended.

3. If the company intends to hire new permanent employees, in accordance with its information obligations, it shall notify the trade unions and employees hired on fixed-term contracts with the same qualifications, job classification and duties.

4. The rights of priority referred to in Article 24 of Legislative Decree 81/2015, as amended, or any other right of priority granted to workers hired on fixed-term contracts by law, may also be exercised in relation to vacancies concerning the same position (category, level of classification and qualification) and the same duties performed during the fixed-term employment relationship. Furthermore, the company retains the widest discretion - within the scope of its organisational, technical and production requirements - in assessing the possession of professional requirements and in the possible choice between several workers with the same priority rights.

Companies shall not be in breach of the right of priority in the event of recruitment carried out in accordance with Law No. 68/1999 (compulsory placement) or of workers placed in mobility (Article 8, paragraph 1, Law No. 223/1991 and subsequent amendments).

5. Pursuant to Article 23 of Legislative Decree 81/2015, as amended, the maximum limit for the recruitment of fixed-term workers remains set at a maximum of 20% of the number of permanent workers employed on 1 January of the year of recruitment.

6. With reference to the provisions of Article 19 of Legislative Decree 81/2015, as amended, given the peculiarity of the air transport sector, which is characterised by strong seasonality and peaks in

activity, the parties agree that the maximum period for performing equivalent tasks under successive fixed-term contracts between the same employer and the same worker shall be considered permanent after a total period of 36 months, including extensions and renewals.

7. In the case of permanent employment of workers who, in the same positions and with the same employers, have performed work under fixed-term or temporary contracts, the periods previously accrued prior to employment shall be considered for the purposes of certification times useful for achieving a change of level to the extent of 50% of the actual amount accrued.

8. The above provisions shall not apply if there is a period of more than 12 months between the end of one employment or temporary work contract and the start of the next.

#### **C - Application procedures Apprenticeship contracts**

1. With reference to the provisions of Article 29 of the General Section, the implementation procedures and remuneration for the types of apprenticeship provided for by Legislative Decree 81/2015, as amended, are defined below.

The following are the general rules for all types of apprenticeship:

2. Employment under an apprenticeship contract, including temporary employment, whether full-time or part-time, must be in writing. This requirement also applies to the probationary period, after which the contract may only be terminated for just cause or justified reason.

3. The probationary period may not exceed two months of actual attendance at work.

4. Piecework remuneration is prohibited.

5. The working hours of apprentices shall be organised in accordance with the provisions of this contract and the normal organisational and production requirements of the company.

6. The qualifications that can be obtained are those provided for in categories 4 (second class) and 3 (first class) referred to in Article 3 of the Specific Part of this contract.

7. In the event of absence due to illness or accident, apprentices who are not on probation are entitled to retain their position for a total period of 180 days. This period of sick leave also applies in cases of multiple episodes of illness and is independent of the duration of the individual intervals.

8. Without prejudice to the grace period, it is possible to extend the duration of the apprenticeship for a period corresponding to the absence due to illness, accident or other cause of involuntary suspension of the relationship, exceeding 30 days (to be calculated as the sum of short periods), taking into account the actual impact of the absence on the implementation of the individual training plan. In such cases, the employer shall notify the apprentice in writing before the expiry date of the postponement related to the absence of the final date of the apprenticeship period.

9. At the end of the training period, coinciding with the end of the apprenticeship relationship, the parties to the individual contract may terminate it by giving 15 days' notice, in accordance with the provisions of Article 2118 of the Italian Civil Code. If no notice is given in accordance with this article, the relationship shall continue as an ordinary permanent employment relationship.

10. For apprentices confirmed on a permanent basis, the length of service for the purposes of periodic seniority increases is considered for a period equivalent to 50% of the entire duration of the apprenticeship period with the same company.

11. In the event of an accident at work, the company shall supplement the INAIL benefit to 100% of the remuneration as indicated above from the first day until the end of the apprenticeship period.

12. In the event of illness, the company shall pay 66% of the above remuneration up to the 180th day, within the limits of the duration of the apprenticeship.

13. The right to hire under an apprenticeship contract cannot be exercised by companies that employ at least 50 employees and have not hired at least 20% of workers whose apprenticeship contract has already expired in the previous 24 months on a permanent contract. For this purpose, apprentices who have resigned, those dismissed for just cause, those who, at the end of their apprenticeship, have refused the offer of permanent employment, and those who, at the end of their apprenticeship, have not acquired the professional skills required to perform the duties covered by the apprenticeship are not counted. If the above percentage is not met, it is permitted to hire an additional apprentice in addition to those already confirmed, or one apprentice in the event of total non-confirmation of previous apprentices.

It should also be noted that apprentices hired in violation of the limits set out in this paragraph are considered permanent employees from the date of commencement of the employment relationship.

14. If the company hires an apprentice who has successfully completed an apprenticeship on a permanent contract, it shall recognise the aforementioned worker's qualification and level of employment accrued during the apprenticeship contract.

15. Without prejudice to the minimum contract duration of 6 months – this limit does not apply to fixed-term apprenticeship contracts – the maximum duration of all types of apprenticeship contracts may not exceed 36 months; this limit may be exceeded in the case of a four-year regional diploma required for apprenticeship for the qualification or professional diploma for which a duration of 48 months is required.

16. For all types of apprenticeships, a tutor or company representative is required.

This figure is identified among workers with the experience and professional skills suitable for transferring skills. Therefore, the functions assigned to the tutor may include teaching internal training subjects and monitoring the correct implementation of the training.

17. The eligibility requirements for the tutor and the maximum number of apprentices to be supervised may be defined, upon explicit referral by the parties to this National Collective Labour Agreement, by regional/company bargaining.

18. The apprentice's remuneration is calculated as a percentage of that which would be due to a non-apprentice employee of the same level, according to the following scheme:

	Up to 18 months	up to 24 months	up to 36 months
1st half 80%	80%	75%	
2nd semester	85%	85%	75%
3rd semester	90%	90%	80%
4th semester		95%	85%
5th semester			90%
6th semester			95%

In the case of a professional apprenticeship started at another company, provided that it concerns the same duties and the interruption between the two employment relationships does not exceed 12 months, the duration of the new contract may be reduced by a corresponding period, within the limit of

50% of the maximum duration defined on the basis of the above; it will be the responsibility of the worker to provide the new employer with certification of the skills acquired.

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

1. Formal training refers to the training process aimed at acquiring basic, cross-cutting and technical-professional knowledge/skills within which learning takes place.

Formal training may be provided, in whole or in part, within the company in accordance with current legislation.

The skills acquired during the apprenticeship period will be recorded in the training booklet in accordance with current legislation.

2. The average annual hours of formal training are 120, broken down as follows:

- 35% of the total annual hours for training relating to basic and cross-cutting content.
- 20% of the annual total hours for training related to the acquisition of sector-specific professional skills.
- 45% of the annual total hours for training related to the acquisition of specific professional skills.

3. To activate the apprenticeship contract, a tutor must be present who meets the following requirements:

- a contractual level equal to or higher than that which the apprentice will be able to achieve at the end of the apprenticeship period.

-performance of work activities consistent with those of the apprentice.

-minimum of 2 (two) years of work experience.

The tutor contributes to the definition of the PFI and certifies the training path by completing the training activity assessment form.

4. The Individual Training Plan defines the worker's training path in line with the training profile for the qualification to be achieved and with the knowledge and skills already possessed by the worker.

The PFI indicates the training objectives, the content and methods of delivery of the training, as well as the name of the tutor and their functions within the apprenticeship contract.

The PFI may be modified during the employment relationship upon mutual agreement between the apprentice, the company and the tutor.

### **Apprenticeship for workers in mobility**

Pursuant to Article 47, paragraph 4, of Legislative Decree 81/2015 and subsequent amendments and additions, and for the purposes of professional qualification or retraining, it is possible to hire workers on mobility lists as apprentices.

The age limit applicable to other types of apprenticeships does not apply to these workers.

Companies shall provide the RSA/RSU of the trade unions signing this CCNL with quantitative data on apprenticeship contracts on an annual basis.

### **D - Application procedures for temporary employment contracts**

1. The percentage of fixed-term temporary employment contracts may not exceed 10% of permanent contracts for each quarter.

At company level, higher percentages may be identified for justified technical, production and organisational reasons.

2. The use of fixed-term temporary employment contracts is permitted for

- temporary increases in activity, even if not of an extraordinary or occasional nature, which cannot be met with the normal workforce;
- the performance of a specific task or service of a predetermined duration, even if not of an extraordinary or occasional nature;
- temporary use of positions provided for in normal production structures but temporarily vacant for the period necessary to find the necessary personnel and in any case for a maximum period of six months;
- performance of new and experimental activities for a maximum of six months, where there are no suitable professionals within the company;
- unforeseeable requirements related to the maintenance and/or restoration of the functionality or safety of systems and/or aircraft;
- occasional accounting, administrative or technical procedural tasks or activities that cannot be carried out by the staff on duty.

3. Companies shall inform the RSA/RSU in advance of the quantitative extent of the use of this type of contract and the reasons for it. However, where there are justified reasons of urgency, such information shall be provided within seven days.

4. The association shall communicate annually to the national, regional or territorial trade unions belonging to the trade union associations that have signed this CCNL the number of fixed-term supply contracts entered and the reasons for doing so.

5. Workers hired on fixed-term temporary contracts must receive sufficient training appropriate to the characteristics of the job performed to prevent work-related risks.

In addition, they shall be entitled, in accordance with the regulations in force, to use the canteen and transport services, where available.

#### **E - Social Clause - Application procedures**

With reference to Article 25 of the General Part, Social Clause, referred to herein, the parties, in order to ensure that its regulation considers the characteristics of the sector, intend to define the following regulatory text through a more specific and appropriate method for the Fairo section.

In fact, the ongoing process of market liberalisation needs to be regulated and governed. Responsible liberalisation must be a prerequisite for the development of the system through efficiency, safety and overall quality of services.

In this context, the contractual provision relating to the social clause, contained in the general part, aims to protect employment levels concerning one or more categories of ground handling services identified in Annexes A and B of Legislative Decree 18/99, and to avoid the emergence of factors distorting free competition that led to dumping among operators.

With a view to providing the air transport sector with tools to mitigate the social impact of competition, it is necessary, as far as possible, to maintain employment levels and high standards of quality and safety in ground services through a process of enhancing the human resources involved in redefining the company's missions and objectives.

That said, the parties agree that the transfer of only those activities concerning one or more categories of ground handling services identified in Annexes A and B of Legislative Decree 18/99 will involve the transfer of personnel to be identified, in terms of numbers and methods, in agreement with the trade unions signing this

National Collective Labour Agreement. In this regard, the companies concerned shall notify the trade unions signing this National Collective Labour Agreement of the transfer of activities.

The trade unions concerned may, within seven days, request a meeting to understand the social impact of the transfer of activities on the personnel concerned.

The procedure must be completed within a maximum of forty-five days from the request for a meeting, which may be extended by agreement between the parties.

During this period, the social partners are committed to reaching an agreement that meets the following requirements:

- In the event of a transfer of activities identified in Annexes A and B of Legislative Decree 18/99, and not covered

in specific legal provisions, there shall be a transfer of personnel.

- The terms of the transfer and the number of employees shall be agreed upon by the social partners.
- The agreement shall also consider the organisational and professional needs of the successor company.

Any staff not transferred to the successor company shall have priority for all recruitment carried out by the latter for equivalent job positions for a period of 150 days from the transfer of activities. In any case, the worker shall lose the right of priority if he or she refuses the job offer or does not sign the employment contract within seven days of the relevant proposal.

This Social Clause shall apply in all cases where a company subject to this specific part of the CCNL (National Collective Labour Agreement) transfers or acquires, in whole or in part, one of the activities referred to in Annexes A-B of Legislative Decree 18/99.

In any case, the parties hereby agree that the transfer of personnel will take place through subjective and objective novation of the contract with simultaneous recruitment. Given the substantial simultaneity of the establishment of the employment relationship, there will be no probationary period in the new company and there will be no obligation of mutual notice for the worker and the transferring company. The new employment relationship will be subject to the standard remuneration conditions of the specific part of the transferee company.

#### F – Agile Working - Smart Working

1. The Parties share the objective of promoting new flexible forms of work, where compatible with the subject matter of the work, in order to facilitate the reconciliation of work and private life, pursuant to Article 18 et seq. of Legislative Decree No. 81/2017, as amended.
2. The Parties consider 'agile working' to be a way of carrying out work that meets these objectives, on the assumption that the flexibility of the service does not adversely affect productivity levels.
3. Without prejudice to the provisions of the individual agreement to be finalised in accordance with any company regulations that may be adopted, the institution may be regulated at the level of company bargaining, in accordance with the contractual institutions related to the mode of work in the workplace.
4. The individual agreement on agile working arrangements identifies the technical and organisational measures necessary to ensure the worker's right to disconnect, pursuant to Article 2(1-ter) of Decree Law No. 30/2021, converted with amendments by Law No. 61/2021.

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

Second-level company bargaining is an alternative to regional bargaining.

In addition to the provisions of Article 2 of the General Part, the following matters are referred to the company level:

- Application aspects relating to working hours (e.g. shifts, flexibility of work and working hours)
- Application aspects concerning contract types
- Classification
- Local effects of significant work or sectoral/company reorganisations, working environment for aspects specifically related to particular sectoral/company situations.
- Hour bank – which may be established and allocated to each individual employee, with the criteria and procedures established in each company, taking into account organisational requirements and in agreement with the trade unions.
- Working environment/Medical examinations (with reference to the specific national law)
- Performance bonus
- Patent certification allowance, or other forms of recognition for workers who perform aircraft maintenance (within the scope of the parent company's directives)
- Allowances not covered by the National Collective Labour Agreement.

In order to ensure the effectiveness and enforceability of the dissemination of second-level bargaining in favour of workers in companies without such an instrument, the parties signing this agreement, in accordance with the agreed objectives, will take joint action to monitor companies lacking company or second-level bargaining and implement initiatives to correctly standardise the elements decreed in the FAIRO National Collective Labour Agreement.

The termination of second-level agreements must be submitted within the terms provided for therein.

Proposals for the renewal of the second-level agreement, signed jointly by the trade unions signing the national agreement, must be submitted to the company in good time to allow negotiations to begin two months before the expiry of the agreement; the company that has received the renewal proposals must respond within twenty days of receipt.

During the two months following the date of submission of the renewal proposals and for the month following the expiry of the agreement, in any case for a total period of three months from the date of submission of the renewal proposals, the parties shall not take any unilateral initiatives or direct action.

## **ART. 2REGULATIONS FOR THE PROTECTION OF MATERNITY/PATERNITY AND PARENTAL LEAVE**

Maternity and parental leave, as well as absences and leave of absence, are governed by the regulations in force pursuant to Legislative Decree No. 151 of 2001, as amended, without prejudice to the provisions of Article 22 of the General Section.

## **ART.2/bis LEAVE FOR WOMEN WHO ARE VICTIMS OF GENDER-BASED VIOLENCE**

1. Pursuant to Article 24 of Legislative Decree No. 80/2015, female workers who are involved in protection programmes relating to gender-based violence, duly certified by the social services of their municipality of residence or by anti-violence centres or shelters, have the right to take leave from work for reasons related to the aforementioned protection programme for a period of 3 months. The Parties agree to grant the above-mentioned female worker who so requests a further period of leave of absence of up to a maximum of 3 months.

2. To exercise the right referred to in this article, the worker, except in cases of objective impossibility, is required to give the employer at least five days' notice.

3. The leave referred to in paragraph 1 may be taken on an hourly or daily basis over a period of three years in accordance with the procedures in place for the use of parental leave referred to in Article 2 above.

4. The Worker referred to in paragraph 1 is entitled to convert her full-time employment relationship into

part-time employment, either vertical or horizontal, where compatible positions are available within the workforce. The part-time employment relationship must be converted back to full-time employment at the Worker's request.

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

#### Right to study

1. Permanent employees who intend to attend courses at public or legally recognised institutions established in accordance with the law or in any case within the framework of the powers granted to such institutions by the education system may, upon request, take paid leave for a maximum of 150 hours per three years. This leave may also be used in a single year, provided that the course the employee intends to attend requires attendance for 300 hours or more.
2. Interested workers must submit a written request to the company management and subsequently provide the course registration certificate and monthly certificates of actual attendance indicating the hours attended.
3. The company will establish, considering the rights and requests expressed by workers, the objective criteria (such as, among other things, length of service, characteristics of the courses of study, etc.) for identifying the beneficiaries of the leave, while safeguarding technical and operational requirements.

#### Student workers

For student workers, reference is made to Article 10 of Law No. 300/1970. These provisions supplement the provisions on the right to education. University students are granted up to a maximum of 50 hours of paid leave per year, to be used solely for the preparation of their degree thesis, and an additional day for their degree examination, without prejudice to the provisions of Article 20 of the General Part.

### **ART. 4. EMPLOYMENT AND RELATED DOCUMENTS**

1. In addition to the provisions of Article 33 of the General Section, it is established that recruitment must be recorded in a written document containing the following information:
  - a) identity of the parties;
  - b) the start date of the employment relationship and, in the case of fixed-term employment, the end date;
  - c) a description of the duties to be performed;
  - d) the working hours;
  - e) the duration of annual leave;
  - f) the notice period in the event of termination.

Similarly, upon hiring, the company will provide the employee with forms relating to the choice of destination of the severance pay.

Before being hired, the employee must submit the following documents at the company's request:

- social security documents for workers who have them;
- documents and declarations necessary for the application of social security and tax laws;
- residence permit (for non-EU workers);

2. In the event of new hires, the Companies, in accordance with their technical, production and organisational requirements, will evaluate the possibility of assigning the vacant position to the employee who requests it and who meets all the necessary requirements. In the above context, the company has the widest discretion in assigning the vacant position, even if the request is received from more than one employee.

## **ART. 5. TRIAL PERIOD**

1. Employment may be subject to a probationary period, which must be specified in the letter of employment, not exceeding:

- six months for employees in the QUADRI, 1 level;
- three months for employees at levels 2a, 2b, 3, 4, 6;
- two months for employees in levels 5, 7, 8.

In fixed-term employment relationships lasting no more than six months and those lasting less than twelve months, the probationary period may not exceed fifteen days and thirty days, respectively.

2. In the event of unforeseen circumstances, such as illness, accident, compulsory maternity or paternity leave, the probationary period shall be extended by a period corresponding to the duration of the absence.

3. During the probationary period, all the rights and obligations of this contract shall remain in force between the parties. However, the employment relationship may be terminated at any time by either party by written notice, without prior notice and with severance pay. Remuneration shall be paid only for the period of service rendered.

4. If the employment relationship is not terminated during the probationary period, the employee shall be confirmed in service at the end of the probationary period, and the probationary period shall be taken into account for all purposes in determining length of service.

## **ART.6. DIVISION OF STAFF AND DECLARATIONS**

1. In relation to the duties performed, staff are assigned to one of the following categories, corresponding to the levels of the single pay scale:

### **Level**

<b>Q</b>	<b>MANAGER</b>
<b>1</b>	<b>1st class official</b>
<b>2</b>	<b>2nd class official</b>
<b>2b</b>	<b>3rd class official</b>
<b>3</b>	<b>1st class clerk/Specialised Aeronautical Team Leader</b>
<b>4</b>	<b>2nd class clerk/Specialised Aeronautical Operator</b>
<b>5</b>	<b>Specialized Worker</b>
<b>6</b>	<b>3rd class employee/Qualified Aeronautical Operator</b>
<b>7</b>	<b>1st class order/Qualified worker</b>
<b>8</b>	<b>2nd class order/Ordinary worker</b>

### **2. Declaratory**

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

This category includes employees with managerial functions who, performing tasks that involve a high level of responsibility, extensive training, knowledge and skills of the highest professional standard, oversee important and complex organisational units, performing roles or functions for which they have specific responsibilities and powers to achieve essential company objectives.

#### **b) Level 1:**

This category includes employees who are entrusted with tasks of particular importance for the successful completion of certain company services, and which involve responsibility, extensive training, professional knowledge and skills, autonomy, initiative, discretion and freedom of judgement in the implementation of the directives issued by the Company.

#### **c) Level 2a:**

This level includes employees who perform tasks requiring significant professional skills and who have

discretionary powers and the ability to take initiative for the successful completion of certain company activities in implementing the directives issued by their superiors.

d) Level 2b:

This level includes employees who perform tasks characterised by limited discretionary powers and/or responsibilities for the successful completion of certain minor activities within the scope of specific directives issued by their direct superiors.

e) Level 3

This level includes employees who, with adequate experience, professional skills and specific knowledge, perform tasks that require considerable initiative and autonomy within the procedures inherent to the activity of their sector.

This category includes workers who, in accordance with company procedures and their own specialisation, coordinate the work of a team of specialised workers for whom they are responsible, intervening directly, when necessary, in the execution of particularly complex and/or difficult operations that may arise in the work of the team members.

f) Level 4

This level includes employees who, with adequate experience and professional skills, perform tasks that require autonomy or initiative within established procedures.

This level includes aeronautical operators who, based on specialisation achieved through adequate practical training and efficient technical preparation or equipped with a licence or diploma in various activities, perform all the tasks of a Qualified Aeronautical Operator, carrying out the work entrusted to them in a workmanlike manner.

g) Level 5:

This level includes workers who, based on specialisation achieved through adequate practical training and efficient technical preparation or equipped with a licence or diploma in various activities, perform all the tasks of a skilled worker, carrying out the work entrusted to them in a workmanlike manner.

h) Level 6

This level includes non-management employees who, with adequate experience and specific professional knowledge and skills, perform tasks requiring initiative in the execution of specific procedures.

This level includes skilled workers who, following adequate training and efficient theoretical and practical preparation, perform all the tasks entrusted to them in a workmanlike manner, generally more closely related to aeronautical activities.

i) Level 7

This level includes employees who perform executive tasks requiring particular experience and office practice in the execution of detailed instructions specific to their category.

Performs all tasks for which specific practical skills are required, which can be acquired through adequate training.

j) Level 8

This level includes employees who perform tasks requiring general office training and practice.

Performs tasks for which a short period of training is sufficient, or specific tasks and services for which some specific aptitude or knowledge can be acquired through short training.

3. Staff classification will be dealt with at company level.

For the professional figures listed below:

- Specialized Aeronautical Operator
- Airport – agency – reservations clerk
- Administrative/accounting/general services clerk
- Commercial services support officer

the Parties agree on a final certification at level 3.

The relevant certification times, if not already regulated by more favourable conditions at local level, will follow this modulation:

- entry level 6
- after a maximum of 15 months, certification at level 4
- after a maximum of 21 months, certification at level 3.

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

1. This matter is governed by Article 2103 of the Italian Civil Code, as replaced by Article 3 of Legislative Decree 81/2015.
2. Without prejudice to the safeguarding of employment and occupational levels, it is agreed that workers may be transferred within the same work area and/or to different areas for temporary, professionally similar activities, due to the absence of permanent staff and/or sudden technical/operational requirements to be examined within the company with the RSA/RSU.

#### **ART.8 WORKING HOURS**

1. Normal working hours are 37 hours and 30 minutes per week, spread over five days, and are set by management.

2. Working hours are governed by the provisions of Legislative Decree No. 66/2003 and subsequent amendments and additions, as amended and supplemented by this agreement.

3. The average working hours, including overtime, calculated over a six-month reference period, may not exceed 48 hours per week.

For the purposes of calculating the average referred to in the previous point, periods of holiday and sick leave and any other period of justified absence shall not be considered. Overtime for which the employee has taken compensatory rest during the same reference period shall also be excluded from the calculation of the average.

4. Hours worked more than 37 hours and 30 minutes per week shall be remunerated at the rate applicable to overtime under the current National Collective Labour Agreement.

Two or more continuous work shifts may be established with a 30-minute lunch break; an extension of up to a maximum of 60 minutes will be possible subject to consultation at company level with the trade unions that are signatories to this agreement.

5. Companies shall set working hours based on monthly shifts that meet specific technical and operational requirements. It should be noted that shifts are rotated when there is a handover between the employees on the previous shift and those on the next shift.

6. Night work, whether in shifts or overtime, cannot be interrupted but must be continuous.

7. Pursuant to Article 9 of Legislative Decree 66/03, employees are entitled to a rest period of no less than 24 consecutive hours every seven days, to be combined with twelve hours of daily rest, normally coinciding with Sunday, without prejudice to the provisions for shift workers.

8. For shift workers, if both rest days in a calendar week fall on days other than Sunday, the second of these will be considered, for all contractual and legal purposes, as compensatory rest (replacing Sunday).

9. In line with the above, if the assigned shift includes Sunday, shift workers are entitled to a 15% increase in pay for the hours worked on Sunday according to the normal schedule.

10. Where one or both days, i.e. weekly rest day and non-working weekday, coincide with a public holiday, the worker is entitled to receive, in addition to their normal monthly salary, the same number of days paid at 100%. Furthermore, as an exception to the above, office staff working rotating shifts may receive, in lieu of payment, an additional day off to be agreed upon with management.

11. Permanent, full-time staff working daily rotating shifts of more than 16 hours will be granted one additional day off per calendar year.

12. For shift workers, in view of the need to ensure the continuity of operational services, it will be possible to derogate from the provisions of Articles 7 and 8 of Legislative Decree 66/03 in critical

situations, with monitoring of this matter subject to agreement with the trade unions at local level.

#### **ART.9 PUBLIC HOLIDAYS AND WEEKLY REST DAYS**

1. The following are considered public holidays for the purposes of this contract:

- all Sundays;
- 1 January;
- 6 January;
- Easter Monday;
- 25 April;
- 1 May;
- 2 June;
- 29 June (only for the Municipality of Rome);
- 15 August;
- 4 October (starting in 2026);
- 1 November;
- 8 December;
- 10 December
- 25 December;
- 26 December.

2. Payment for midweek holidays will be made together with the salary for the month following the reference month.

3. If a public holiday falls during a period of holiday leave, the day in question shall not be counted as holiday leave, without any entitlement to additional pay or compensation.

#### **ART.10 ABOLISHED PUBLIC HOLIDAYS**

1. The treatment of public holidays referred to in Law No. 54 of 5 March 1977, as amended (19 March, Ascension Day, Corpus Christi, 29 June - excluding the Municipality of Rome - and 4 November) is as follows.

2. Work performed during former public holidays shall be remunerated with additional compensation equal to the daily wage plus the surcharge provided for work performed on public holidays (see Article 11.4).

3. If a former public holiday falls on a rest day (weekly or weekday), the employee is entitled to additional compensation equal to the daily wage.

4. As an alternative to the remuneration referred to in points 10.2 and 10.3 above, compatibly with the technical and operational requirements of the Company, employees may request up to five days per year of paid compensatory leave (four days for employees working in the Municipality of Rome). The request must be made within the month in which the former public holiday falls, otherwise it will be forfeited.

5. In accordance with the Company's service requirements, the compensatory rest periods referred to in point 4 above may be accumulated with annual leave.

6. If a cancelled public holiday falls during a period of annual leave, the day in question shall not be considered as annual leave, with the exclusion of any surcharges or additional compensation.

7. Payment for former public holidays will be made together with the remuneration for the month following the reference month.

Note to the minutes

The Parties agree that any changes to the law will be automatically incorporated into these provisions.

## **ART.11 DAYTIME, HOLIDAY AND NIGHT-TIME OVERTIME**

1. The Company may require employees to work overtime, defined as work exceeding the normal working hours referred to in Art. 5.1.

2. Holiday overtime is work performed on the day designated as the weekly rest day (normally coinciding with Sunday) or on a public holiday.

For the purposes of this article, Sundays or, for shift workers, the second day of weekly rest are public holidays, while Saturdays or the first day of weekly rest, which are taken by employees by virtue of the distribution of weekly working hours over five days instead of six, remain working days.

3. Night-time overtime is defined as work performed between 8 p.m. and 8 a.m. the following day.

4. The following surcharges are payable for daytime, holiday or night-time overtime:

- daytime overtime	40%
- public holiday overtime	55%
- night-time overtime	55%

5. Overtime worked on the first day of the weekly rest period (known as a working day), i.e. overtime resulting from the distribution of working hours over five days a week, is paid at the rate applicable to daytime overtime.

However, if this day falls on a midweek public holiday, the employee shall be entitled to receive the premium provided for overtime worked on public holidays, or to request a compensatory day off.

6. The above surcharge percentages cannot be combined, and therefore the higher surcharge absorbs the lower one.

7. Employees who work regular night shifts are entitled to a 60% bonus for the hours worked during that period.

8. Daytime, holiday and night-time overtime must be exceptional in nature and cannot be considered part of normal working hours or be continuous. Furthermore, it must be requested by the company at least one hour before the end of the employee's shift.

9. Unless there are justified reasons for refusal, the employee may not refuse to work overtime during the day, on public holidays or at night.

10. If the employee is asked to work overtime at night or on public holidays after leaving the workplace at the end of their shift, they are entitled to compensation equal to four hours of overtime at night or on public holidays, even if the work performed was for a shorter period. Similar treatment shall also be granted for daytime overtime in favour of employees assigned to air stairs.

The minimum amount above is increased to five hours if the requested overtime begins after midnight, provided that the employee is called back to work after leaving the workplace and unless it is an early start to the working day, in which case the hours worked are considered night overtime.

11. Overtime pay shall be paid together with the remuneration for the month following the month in question.

12. As an alternative to overtime pay, the employee may take compensatory time off. To this end, as part of company bargaining and subject to agreement with the trade unions, a time bank may be set up and regulated, which will consider the different percentage increases.

## **ART. 12 TRADE UNION RIGHTS (TRADE UNION ACTIVITIES)**

1. RSA/RSU members are entitled, for the performance of their duties within the company, to leave in accordance with the provisions of Articles 23 and 24 of Law No. 300/70, ensuring appropriate solutions for the purpose of maintaining the most favourable individual conditions agreed upon. Leave shall be requested at least 24 hours in advance from company management and shall be granted in accordance with technical and business requirements.

2. In addition to the trade union leave referred to in Articles 23 and 24 of Law No. 300/70, the Company may grant, following adequate notice from the trade unions, unpaid leave, compatible with technical, organisational and production requirements, for participation in trade union training courses not exceeding 15 days per year.
3. In accordance with the provisions of Article 30 of Law No. 300/70, workers who are members of the national and regional/territorial governing bodies of the signatory trade unions shall be granted paid leave to carry out their duties.
4. The above-mentioned functions and positions and any changes thereto shall be communicated in writing by the signatory trade unions to the respective companies and to the trade association.
5. The provisions of Articles 31 and 32 of Law No. 300/70, as amended, shall apply to workers called upon to perform elective public functions or to hold provincial and national trade union positions.
6. In companies with between 16 and 99 employees, the number of hours of trade union leave referred to in Article 23 of Law No. 300/70 is increased by 15 hours per calendar year, to be taken only after the entitlements established by the aforementioned law have been exhausted. More favourable conditions, where they exist, remain unchanged.
7. The remuneration due to the employee in the event of taking paid trade union leave is equal to that which would have been paid in the event of actual attendance at work.

#### **ART. 12/BIS TRADE UNION RIGHTS (TRADE UNION DUES)**

1. From the date of signing the specific section, companies shall deduct trade union membership fees in favour of the organisations that are signatories to the CCNL (National Collective Labour Agreement) at a rate of 1% of the total salary for fourteen months, pursuant to the authorisation issued by the worker.
2. The methods and timing of payment to be followed by the company will be communicated by the respective Federations that are signatories to this CCNL.
3. The relevant lists of members of the Federations, in compliance with Legislative Decree 196/03, will be sent to them in accordance with the current procedures.

#### **ART.13 Consolidated Monthly Salaries**

For the period 1-1-2025/30-6-2025, a gross 'one-off' payment of €400.00 will be made to all workers by September 2025 in full settlement.

For workers hired after 1 January 2025, the lump sum payment will be paid in proportion to the months of service rendered, with a full month being defined as a fraction of a month exceeding 15 days, from the date of hire to 30 June 2025. The payment in question is not applicable for the purposes of any contractual or legal institution, including severance pay.

The compensation due is re-proportioned based on the reduced working hours of part-time staff.

For the purposes of paying the one-off payment, the part-time percentages as at 30 June 2025 will be considered.

Any absences during the period 1 January 2025 to 30 June 2025 will have no effect on the calculation of the one-off payment.

With effect from 1 July 2025 and with the following effective dates, the new combined monthly salaries (base + contingency) will be:

	<u>01-01-2016</u>	<u>31-12-2022</u>	<u>01-07-2025</u>	<u>01-07-2026</u>	<u>01-07-2027</u>
QUADRO	2095,62	2270,38	2390,90	2463,21	2523,47
1	1991,40	2157,12	2271,40	2339,97	2397,12
2a	1903,33	2061,48	2170,55	2235,99	2290,52
2b	1826,35	1977,98	2082,55	2145,29	2197,58
3	1745,75	1890,75	1990,75	2050,75	2100,75
4	1677,80	1817,18	1913,30	1970,97	2019,03
5	1629,24	1764,54	1857,85	1913,83	1960,49
6	1583,56	1715,05	1805,73	1860,14	1905,48
7	1510,19	1635,28	1721,55	1773,31	1816,44
8	1506,40	1631,19	1717,25	1768,89	1811,92

#### **ART.14 SENIORITY INCREASES**

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

Level	
Q	37.29
1	34.45
2	32.18
2b	30.47
3	29.33
4	27.42
5	26.65
6	25.31
7	24.22
8	22.67

2. For employees hired on or after 1 May 1996, the maximum number of two-year seniority increments that can be accrued is set at seven (7) from the date of hire. For staff hired before 1 May 1996, seniority increments will no longer accrue after the 13th two-year period of service from the date of hire.

#### **ART.15 THIRTEENTH AND FOURTEENTH MONTHLY SALARIES, VARIOUS ALLOWANCES, E.D.F.**

1. Employees are entitled to a thirteenth- and fourteenth-month's salary, equal to one month's salary, which shall be paid in December (in the days leading up to Christmas) for the thirteenth month, and in June for the fourteenth month.

2. If the employment relationship begins or ends during the year, the thirteenth- and fourteenth-month's salaries shall be paid in an amount equal to as many twelfths of the monthly salary as the number of months of service performed by the employee during the relevant calendar year. In this regard, a fraction of a month equal to or greater than 15 days is considered a full month, while a fraction of a month less than 15 days is not considered.

3. Unless otherwise agreed at company level, employees shall be entitled to a meal allowance (CSR) for each day of actual service, equal to €11.90 with effect from 1 July 2025.

The above remuneration will affect the calculation of severance pay, but cannot be combined with the allowances provided for staff on secondment and/or on business trips and will not affect the calculation of the thirteenth- and fourteenth-month's salary, overtime and public holidays.

The CSR will be updated annually, with effect from 1 July each year, based on changes in consumer prices for white-collar and blue-collar households.

4. For each day of actual presence at the workplace, the Company shall pay the employee a daily allowance

of €5.73.

5. Employees with the qualification and duties of cashier are entitled to a cash handling allowance equal to 10% of the combined monthly salary of the category to which they belong.

6. Employees who work rotating shifts are entitled to a shift allowance of €1.00 for each day of actual attendance at work.

7. Employees who perform their duties at the airport are entitled to an allowance for difficult airport work, equal to €0.52 for each day of actual service.

This allowance replaces the field allowance.

#### **ART. 16 COMPANY DISTINCTIVE ELEMENT (EDA)**

The EDA is paid monthly and will not affect the calculation of the thirteenth- and fourteenth-month's salary or hourly increases.

– **For staff in service with at least 7 seniority increments as of 30 September 2015:**

the amounts corresponding to what was accrued as of 30 September 2015 as EIA and EDF are frozen and combined into a single item 'EDA' (Distinct Company Element), which is paid monthly and in the same amount as that received on the aforementioned date.

– **For staff in service with less than 7 seniority increments as of 30 September 2015:**

##### **Who have reached full EDF maturity:**

will receive an "EDA" (Distinct Company Element) based on what has already been accrued for "EIA", to which will be added an additional amount of €1.50 (to be re-proportioned for PTs) for each seniority step still to be accrued up to a maximum of 7 steps.

The amount accrued as EDF will be added to this amount.

The EDA will be paid monthly in the same amount as currently received.

##### **Those who have not reached full EDF maturity:**

will receive an "EDA" (Distinct Company Element) based on what has already been accrued for "EIA", to which will be added an additional amount of €1.50 (to be re-proportioned for PTs) for each seniority step still to be accrued, up to a maximum of 7 steps. The EDF will continue to be paid as a separate item until full accrual, according to the progression dynamics provided for in the previous CCNL.

Once fully accrued, the corresponding amount will be incorporated into the EDA.

The EDA will be paid monthly in the same amount as currently received.

– **Those with less than 2 years of service:**

– upon completion of the twenty-fourth month of service, they will receive an 'EDA' (Distinct Company Element) based on what will accrue for 'EIA' in accordance with the procedures set out in Article 12 (formerly Article 14 of the 2010 National Collective Labour Agreement). The EDF will be paid as a separate item until it is fully accrued, according to the progression dynamics provided for in the 2010 National Collective Labour Agreement. Once fully accrued, the corresponding amount will be incorporated into the EDA.

The EDA will be paid on a monthly basis.

– **For staff hired from 1 October 2015:**

An 'EDA' (Distinct Company Element) equivalent to €180 per month will be paid after completing three full years of active service.

#### **ART.17 TRANSPORT EXPENSE REIMBURSEMENT**

1. City office staff are paid the equivalent of a monthly public transport pass for the entire urban network. It should be noted that, if in the future it is not possible to separate the public transport pass for surface transport from that for underground transport, a single global pass will be granted.

Airport staff working daytime shifts shall be paid the equivalent of a monthly pass for extra-urban public

transport and the equivalent of a monthly pass for public transport covering the entire urban network, without prejudice to any more favourable conditions. For night shifts, solutions shall be agreed upon at company level in relation to operational requirements.

2. As of the date of this agreement, the above shall not apply to employees who benefit from a company car for mixed use.

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

1. Unless otherwise specified, the monthly remuneration consists of:

- a) total salary;
- b) seniority increases;
- c) any absorbable personal allowance;
- d) any merit allowance;
- e) FAIRO super minimum (until 30/09/2015, Company allowance);

2. The absorbable personal allowance rewards the worker's ability and performance and is absorbed only in the event of a move to a higher category or level.

3. The merit allowance rewards the worker's ability and performance and is non-absorbable.

4. FAIRO super minimum is the amount exceeding the minimum monthly wage and is non-absorbable.

5. The monthly remuneration refers to normal working hours.

6. The daily rate is obtained by dividing the monthly remuneration by 22. The hourly rate is obtained by dividing the monthly remuneration by 165.

7. Remuneration is paid no later than the end of the month to which it refers, with a specification of all its constituent elements.

8. In the event of a delay of more than 10 days in the payment of remuneration, interest on arrears shall accrue on the unpaid amounts in favour of the worker, at the legal rate plus 2%. Interest on arrears shall accrue from the day following the date on which payment should have been made. If the delay exceeds one month, the worker may terminate the employment relationship.

9. In the event of a dispute over the remuneration due, the worker is in any case entitled to the undisputed part of the remuneration.

10. Monthly deductions for compensation for damages may not exceed 20% of remuneration.

#### **ART.19 FAIR SUPER-MINIMUM (FORMERLY COMPANY ALLOWANCE)**

Since 01/01/1994, the following monthly amounts have been paid at various levels

Q	Euro	118.79
1	Euro	108.46
2	Euro	100.71
2b	Euro	95.03
3	Euro	91.67
4	Euro	88.31
5	Euro	85.22
6	Euro	82.63
7	Euro	74.89
8	Euro	74.89

## **ART.19/BIS EDR – Separate Remuneration Component**

With effect from 01/01/1993, the EDR (Distinct Element of Remuneration) of €10.33 per month is introduced. This element is not part of the remuneration for all purposes but is considered useful only for the purposes of severance pay and the 13th month's salary.

## **ART.20 HOLIDAYS**

1. Staff are entitled to 22 working days of holiday, or fractions thereof, for each year of service. For the first year of service, the holiday period is set at 21 working days, or fractions thereof. A fraction of a month equal to or greater than 15 days is considered a full month.

2. The period of holiday entitlement pursuant to Article 10 of Law No. 66/03 and its additions and amendments shall be managed by the employer, who shall consider, in accordance with the needs of the company, any preferences expressed by employees.

3. Holidays may not be allocated during the notice period, so that, whatever the reason for the termination of employment, the employee shall be entitled to payment for accrued and unused holidays, according to the calculation criteria set out in point 1, and this shall affect the calculation of the severance pay.

Notwithstanding the above, holidays may also be taken during the notice period if the employee makes an express written request to do so.

4. Employees called back to work during their holiday period are entitled to travel expenses for returning to their place of work and to the location where they were spending their holidays. The days spent travelling are not considered holiday days.

5. In the event of illness or injury lasting three days or more, holidays shall be interrupted, and the unused days of holiday shall be reallocated, provided that the employee has given timely notice to the company of the interrupting event and has sent the required medical certificate in accordance with the terms and conditions set out in Article 19.6 below. In any case, the company's right to carry out the checks required by law remains unaffected.

6. The employee may request to take paid leave in lieu of one day of holiday per year, which shall not be less than sixty minutes in duration.

## **ART.20/bis MISCELLANEOUS LEAVE - SOLIDARITY TIME BANK**

1. Workers employed on continuous and rotating shifts over a 24-hour period may, upon request, take two days of paid leave during each working year. Each shift worker will be allocated these days in proportion to the months of service completed, calculated on a twelfth basis. Any fractions of a day's leave will be paid accordingly.

2. A period of unpaid leave may be granted to staff at the Company's discretion and only for serious and proven reasons.

3. In addition to the provisions of Article 23 of the General Section, it is established that employees who marry are entitled to paid leave of 15 calendar days in conjunction with the date of the wedding, as established by law. This leave must be taken no later than 90 days from the date of the wedding.

4. As indicated in Article 37/bis of the General Section, the solidarity time bank system may be introduced and used by any company for the cases regulated by Article 24 of Legislative Decree No. 151/2015 and those referred to in Article 24 of Legislative Decree No. 80/2015, through regulations stipulated and/or adopted within the company.

5. Employees who have completed 15 years of service are entitled to 10 hours of paid leave per year, which can be used within the year, even in instalments, to be re-proportioned according to the percentage of part-time hours worked. This leave must be taken by 31 December of each year, otherwise it will be forfeited. Companies shall be required, compatibly with business needs, to accept

requests from workers to take paid leave.

## **ART.21 MISSIONS**

1. The provisions of this article shall apply only in cases where there is no company procedure on the matter, regulated by the parent company. Other situations shall be discussed at company level with the trade unions that are signatories to the National Collective Labour Agreement.

2. In addition to the payment of the ticket or reimbursement of the relevant amount, staff on business trips are entitled, upon presentation of the relevant supporting documentation, to reimbursement of board and lodging expenses, plus 2% for additional expenses that cannot be documented. On the days of departure and return, employees are entitled to reimbursement of expenses for breakfast, lunch and dinner, provided that departure or return takes place before or after 8 a.m., 1 p.m. and 8 p.m., respectively.

With effect from 1 July 2025, the percentage for incidental expenses is increased to 6%.

3. Staff sent on business trips are entitled to a reasonable advance on board and lodging expenses.

4. If an employee is sent on a mission to attend training courses lasting more than seven days, the period and dates must be agreed with the employee.

5. For the purposes of this article, a business trip or transfer is considered to be only a temporary move from the place of work to other regions than those where the work is usually carried out.

## **ART.22 TRANSFER**

1. No allowance is due if the transfer takes place within the same region where the employee usually carries out their work, as part of the same production unit, provided that the move does not involve a change of residence.

2. Without prejudice to the above, in the event of transfer of an employee with dependent family members living with them, the following shall be due:

- a) 20 days' notice;
- b) reimbursement of documented travel expenses incurred for himself and for family members living with him and dependent on him, limited to his spouse or cohabiting partner, ascendants, descendants and collateral relatives up to the second degree;
- c) reimbursement of expenses previously authorised by the company for relocation
- d) a relocation allowance equal to 10 days' combined salary and FAIRO super minimum

3. In the event of transfer to an employee without dependent family members living with them, the following is due:

- a) 15 days' notice;
- b) reimbursement of documented travel expenses;
- c) reimbursement of expenses previously authorised by the company for relocation expenses;
- d) transfer allowance equal to 10 days' gross salary and FAIRO super minimum

4. If the above notice periods are not respected, the employee is entitled to compensation equal to twice the notice period.

5. Employees who, because of the transfer, are forced to pay compensation for the early termination of a lease agreement are entitled to reimbursement equal to three months' rent, upon presentation of the duly registered lease agreement and documentation certifying the payments made to the landlord.

6. An employee who is dismissed for reasons other than just cause or justified subjective reasons within one year of the transfer, with the payment of the compensation referred to in points 2 or 3 above, is entitled to reimbursement of the expenses referred to in points b) and c) of the aforementioned points, provided that the employee provides proof of having returned to their original place of

residence.

7. Except in cases where otherwise provided (such as, for example, where the letter of employment reserves the right for the company to transfer the worker freely), without prejudice to technical, organisational and production reasons, individual transfers may not be arranged without the consent of the person concerned. Any situations that may cause organisational problems will be discussed with the RSA/RSU.

## **ART.23 UNIFORMS AND WORK CLOTHING**

1. Employees are required to wear the uniforms provided by the company or work clothing, or personal protective equipment, as required by the nature of the work, also in accordance with Legislative Decree No. 81/2008 on health and safety in the workplace and the suitability of premises, as amended and supplemented.

2. Failure to comply with the conduct referred to in point 1 above shall entitle the Company, after contesting the fact and considering its seriousness, to take disciplinary measures against the worker.

## **ART.24 ILLNESS**

1. In the event of illness, the employee is guaranteed job security for a maximum period of 12 months (known as the 'comporto' period).

2. For the purposes of calculating the duration of the illness for the comparto, the number of days of illness over a three-year period, calculated backwards, shall be added together.

3. In the event of illness or accident, the employee is guaranteed financial compensation equal to:

- six months at full pay
- six months at 50% of pay.

The financial compensation referred to in this article cannot be combined with that provided by INPS, as it is understood that the company is liable for any difference.

In the event of multiple non-continuous episodes of illness, for the purposes of calculating the financial compensation referred to above, the total number of days of illness in the previous three years shall be considered.

4. Employees who are dismissed for exceeding the period of sick leave are entitled to compensation in lieu of notice.

5. During sick leave, employees are not entitled to the following allowances:

- a) meal allowance;
- b) daily allowance;
- c) airport hardship allowance;
- d) shift allowance;
- e) and any other allowances linked to actual presence at the workplace.

6. In the event of illness, except in cases of force majeure, the employee is required to immediately inform the company, even by informal means, and to send the required medical certificate by registered post with return receipt, delivered to the post office within two days of the start of the absence or its continuation. The employee shall be exempt from sending the certificate to the employer if the doctor has sent the communication electronically to the INPS (National Social Security Institute).

7. In accordance with the relevant laws and regulations, the company may have the condition of the illness checked by the competent inspection services. Employees absent due to illness are required, from the first day of absence from work, to remain at the address provided to the company for the entire period of absence, including public holidays and rest days, from 10 a.m. to 12 p.m. and from 5 p.m. to 7 p.m. Employees are required to inform the company in advance if they are forced to leave their home during the above hours for any proven necessity, as well as to communicate any changes of address that may occur during their absence.

8. Employees who fail to comply with the provisions of points 6 and 7 above shall not be entitled to the financial compensation referred to in point 3 above. Failure to comply shall also render the employee subject to disciplinary proceedings.

#### **ART.24/bis EMPLOYEES AFFECTED BY CANCER, MULTIPLE SCLEROSIS, MUSCULAR DYSTROPHY, ETC. OR WITH DISABILITIES**

1. Without prejudice to the provisions of Law No. 106/2025, in the event that the worker suffers from serious certified diseases, such as: cancer, muscular dystrophy, multiple sclerosis, etc., or in conditions of disability, provided that the disability itself is certified in advance in accordance with the provisions of the law or, in any case, in compliance with privacy regulations, by the competent doctor, the periods of sick leave referred to in Article 24, paragraph 1, shall be increased, upon request by the worker, by six months without pay.

#### **Art. 25 ACCIDENTS AT WORK AND OCCUPATIONAL ILLNESS**

1. Workers absent from work as a result of an accident at work are entitled to retain their job. In cases where the absence due to an accident at work lasts for more than 18 months, the companies shall have the right to terminate the employment relationship and the employee shall have the right to resign, with entitlement in both cases to the seniority allowance due for dismissal and, in the first case, also to the allowance in lieu of notice. In determining length of service, account must also be taken of the interruption due to disability immediately preceding the dismissal or resignation.

2. In the event of an accident at work, regardless of its severity or where it occurs, the employee involved must immediately notify their line manager.

3. In the event of a dispute over whether the illness is work-related, it is possible to appeal to an arbitration committee composed of two doctors appointed by each party and a third doctor, acting as chair, appointed by agreement between the first two or, failing that, by the relevant local medical association.

4. In the event of an accident at work and considering the circumstances that caused it, the company may consider a further extension of the grace period of 6 months beyond the limits set out in point 1.

Note to the minutes: The parties agree that any new legislation on the matter will be automatically incorporated into these provisions.

#### **ART.25/bis ACCIDENTS&INSURANCE**

1. Companies are required to insure their employees with INAIL, in accordance with current legislation on the subject.

2. Companies may provide private insurance policies for their employees, with maximum coverage limits to be established by the company and in any case not lower than those provided for by INAIL.

3. Employees who, for work reasons, travel on scheduled flights operated by the company for which they work must be insured against flight risks in the same way as all other passengers. The above does not apply in cases where employees, for work reasons, travel on scheduled flights operated by other companies that insure passengers against flight risks.

When, however, the employee travels on aircraft belonging to companies that do not insure passengers against flight risks, the employee himself, if authorised to travel by the Company he works for, must be insured within the limits provided for by current international regulations.

4. Employees who are required to participate in test or trial flights are insured in accordance with the provisions of point 1 above.

## **ART.26 MEDICAL INSURANCE POLICY**

1. The Parties agree that individual companies affiliated with FAIRO shall join a Supplementary Healthcare Fund (FasiOpen).
2. Without prejudice to the provisions of point 4 below, FAIRO member companies have joined the Supplementary Healthcare Fund (FasiOpen) with effect from 1 January 2017.
3. Membership of the Supplementary Healthcare Fund (FasiOpen) is not compulsory for companies that have already established, at company level, at the date of this agreement, alternative forms of supplementary healthcare, offering more favourable conditions.
4. The minimum total company contribution per capita is €120 per year for all permanent, full-time or part-time staff, it being understood that any improvements may be agreed and defined in second-level bargaining with the individual companies participating in FAIRO.

On 7 August 2025, the company contribution will be increased to €240 from 1 January 2026, with benefits adjusted to the new level of membership.

5. In accordance with the structure of the supplementary healthcare scheme, employees who are members of the fund will have the option of adding, at their own expense, higher-level healthcare coverage provided by the Supplementary Healthcare Fund, under the conditions set out in the agreement between FAIRO and the Fund itself.

6. Furthermore, in order to guarantee the objective of establishing a Sector Health Fund, agree to examine the final results of the process of identifying a Supplementary Healthcare Fund for Air Transport, under review by the Joint Commission of the National Observatory, for possible membership of the same, compatibly with contractual costs and in compliance with the business needs of the companies belonging to FAIRO.

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

In addition to the provisions of Art. 15 of the General Section, the following is established:

1. Companies shall grant unpaid leave for the duration of the rehabilitation treatment and, in any case, for a period not exceeding three years, to workers employed on a permanent basis who have been diagnosed with drug addiction and/or alcoholism and who intend to access treatment and rehabilitation programmes provided by local health authorities or other treatment, rehabilitation and social welfare facilities identified by Law No. 162/1990.

2. Companies, in accordance with company requirements, shall grant employees who so request unpaid leave of absence for a total duration not exceeding six months, to be taken in continuous periods of not less than one month, motivated by the proven need to assist dependent family members who, being in documented conditions of drug addiction or alcoholism, are undergoing rehabilitation therapy to be carried out at the National Health Service or at specialised facilities recognised by the competent institutions or at therapeutic centres or communities identified by Law No. 162/1990.

Leave of absence may not be requested while disciplinary proceedings are pending for serious offences that carry the penalty of dismissal under the National Collective Labour Agreement or company regulations.

## **ART.28 COMPANY DISCIPLINE AND EMPLOYEE OBLIGATIONS**

1. Absences must be reported immediately and justified by the following day, except in cases of serious impediment. In the event of absences due to illness or accident, the provisions of Art. 19, points 6 and 7 shall apply.

2. During working hours, employees may not leave the workplace without the authorisation of their immediate superior. Similarly, they may not remain at the workplace outside working hours, unless authorised to do so.

3. Employees must behave in a disciplined manner and fully perform the duties inherent in the tasks assigned to them. In particular, they are required to:

- a) strictly observe working hours and comply with the formalities prescribed by the company for attendance monitoring;
- b) to perform their work diligently and assiduously, in full compliance with this contract and company regulations, as well as to comply with the orders of their superiors;
- c) not engage in any activity that competes with that of the Company, nor disclose information relating to the organisation and its operating methods, nor use such information in a manner that could cause prejudice to the Company;
- d) take care of the premises, objects, machinery and tools entrusted to them;
- e) maintain conduct in accordance with internal disciplinary requirements, including with regard to the use of the internet and email and any company equipment entrusted to them (for example: mobile phone, credit card, company car).

4. Employees are prohibited from:

- a) using equipment, machines or tools not entrusted to them without authorisation;
- b) making changes or deletions to their own or others' timecards or other time recording systems;
- c) smoking on company premises, in hangars, workshops, warehouses, aircraft or in the vicinity thereof;
- d) proceed without authorisation with collections, signature gathering, ticket sales and sales of items during working hours.

5. In addition to the provisions of Article 35 of the General Section, it is specified that employees must comply with the company rules and regulations issued by the parent companies, provided that they comply with current regulations, which will be made available to employees via the company website and/or intranet, or any other means of company communication.

## **ART.28/bis NEW TECHNOLOGIES AND PROTECTION OF WORKERS' RIGHTS**

1. The Parties, acknowledging the significant impact of digitalisation on the world of work, intend to promote the use of technological systems and tools in compliance with the relevant legislation. To this end, the Parties agree on the opportunity to adopt a simplified model for the authorisation process for the installation of the systems referred to in Article 4, paragraph 1, of Law No. 300/1970, limited to the verification of the specific legitimate need provided for by law.

2. In view of this, once agreement has been reached within the company on the existence of such a requirement, it is reiterated that these tools are not used for the purpose of monitoring the work performance of employees and that the protection of workers' rights is guaranteed through detailed information, adopted in full compliance with the provisions on PRIVACY and the recommendations issued by the Data Protection Authority, the adoption of which is – for systems installed pursuant to Article 4, paragraph 1 of Law No. 300/1970 – subject to prior consultation with the trade unions that signed the authorisation agreement.

3. It is agreed that, unless otherwise agreed by the company, the data collected through the systems referred to in Article 4, paragraph 1, of Law No. 300/1970 may not be used for disciplinary purposes, except in cases of serious misconduct or wilful misconduct, damaging to the company's assets or security. Furthermore, the data collected may not be transferred to third parties, except as provided for by current legislation.

## **ART.29 DISCIPLINARY SANCTIONS**

1. Failure by the worker to comply with the obligations arising from this contract, company rules and practices, as well as laws and regulations, shall be sanctioned, depending on their severity, as follows:

- a) verbal reprimand;
- b) written reprimand;

- c) fine not exceeding three hours' pay;
- d) suspension from work and pay for a maximum period of 10 days;
- e) dismissal with notice and severance pay;
- f) dismissal without notice and with severance pay.

2. The offences must be brought to the attention of the persons concerned, so that they may provide evidence in their defence before disciplinary action is taken. The offence, except for the penalty referred to in point 1(a) above, must be communicated in writing. The persons concerned may submit written explanations within five days of receiving notification of the offence. Once the above deadline has expired, the company may take disciplinary action. Employees have the right to be assisted in their defence by a representative of the trade union to which they belong or which they authorise, as provided for in Article 7 of Law No. 300/70.

3. Suspension and fines shall be imposed not only for serious misconduct, but also in the event of repeated minor misconduct that has been punished on other occasions during a year with a fine or a verbal or written reprimand. By way of example, the following misconduct is punishable by a fine or suspension:

- a) unjustified absence from work;
- b) breach of obligations relating to the notification and justification of absences, in accordance with the provisions of Articles 19.8 and 22.2;
- c) unjustified abandonment of the workplace;
- d) unjustified absence from medical examinations pursuant to Article 19.8;
- e) delay in starting work, early termination or suspension without justified reason
- f) negligence in the performance of work duties;
- g) negligent damage to the Company's property, involving damage of minor value;
- h) other violations of company regulations referred to in Article 22;
- i) performance, on one's own behalf or on behalf of third parties of minor work activities, even if not for profit, on the Company's premises, outside working hours.
- j) minor insubordination towards superiors.

4. Dismissal with notice is adopted in relation to offences of greater seriousness than those referred to in point 3) above, and which are not so serious as to make the sanction referred to in point 5) applicable. By way of example:

- a) negligent damage to Company property involving damage of a non-minor value;
- b) carrying out work on one's own behalf or on behalf of third parties on the Company's premises, of a minor nature and using the Company's materials;
- c) fighting in the workplace;
- d) abandonment of the workplace by personnel specifically entrusted with surveillance and control duties;
- e) unjustified absences for more than four consecutive days or repeated unjustified absences three times in a year, occurring in the days immediately preceding or following public holidays or holiday periods;
- f) imprisonment following a final judgment for conduct committed by the employee not in connection with the performance of their work, which prejudices the moral character of the employee;
- g) repeated offences in any of the cases referred to in point 3) above, when at least two suspensions have been imposed in the last 18 months.

5. Dismissal without notice or for just cause shall apply to employees who have committed misconduct so serious that it does not allow for the continuation, even on a temporary basis, of the employment relationship, or who cause serious moral or material damage to the Company, or who, in connection with the performance of their work, commit acts that constitute offences under the law. By way of example:

- a) serious insubordination to superiors;
- b) theft on the Company's premises;
- c) theft of documents, machines, tools or other Company property;
- d) wilful damage to the Company's property;
- e) abandonment of the workplace that could result in harm to the safety of persons and the security

of the facilities;

- f) carrying out work on one's own behalf or on behalf of third parties on the Company's premises without permission, which is not of a minor nature, with or without the use of Company materials;
- g) smoking in places where this may cause harm to the safety of persons and the security of the facilities;
- h) serious actions that may cause significant financial or moral damage to the Company.

### **ART.30 Notice and resignation**

1. The notice periods in the event of termination by the Company are as follows: 20 days for each year of service, with a minimum of two months and a maximum of eight months for officers (levels 2B/2A/1/Q) and a minimum of one month and a maximum of seven months for all other categories of workers.
2. The notice periods referred to in point 1) are reduced by half in the event of resignation by the employee.
3. The duration of the notice period refers to calendar days. A year of service not completed is calculated in twelfths, with a fraction of a month equal to or greater than 15 days being counted as a full month and fractions of less than 15 days not being taken into account.
4. The notice period shall commence on the first day of the following month if notice of termination is given between the 16th and the last day of the month, or on the 16th day if notice of termination is given between the 1st and the 15th day of the previous month.
5. Notice is not required in cases where the termination is based on just cause, pursuant to Article 2119 of the Italian Civil Code.
6. In the event of the death of the employee, the notice period compensation is payable to the beneficiaries, in accordance with Article 2122 of the Italian Civil Code.
7. The Company has the right to exempt the employee, in whole or in part, from performing work during the notice period, paying the employee the relevant compensation in lieu.
8. If the employee fails to comply with all or part of the notice period owed to the Company, the latter may deduct the relevant compensation from the severance pay owed to the employee.
- 8bis. If the employer terminates the employment relationship without complying with the notice period, it shall be required to pay the employee compensation equal to the amount of remuneration due for the period of notice not given.
9. The party to whom notice is due may waive it in whole or in part.
10. The compensation in lieu of notice shall be calculated based on the same elements considered for the calculation of severance pay.
11. During the notice period, the Company shall grant, in accordance with its business needs, unpaid leave to allow the employee to seek other employment.
12. In the event of dismissal, the notice period, even if replaced by the relevant indemnity, will be counted towards the employee's length of service.
13. Both dismissal and resignation must be communicated in writing.

### **ART. 31 TERMINATION PAY**

In addition to the provisions of Article 37 of the General Section, it is agreed to consider the following:

1. Employees who have chosen, even tacitly, to join a supplementary pension scheme shall be subject to the provisions of Legislative Decree No. 252/2005, as amended, and implementing decrees, including with regard to requests for advances.

2. Payment of amounts due in the event of termination of employment must be made by the end of the month following the date of termination of service. The employee will receive a statement detailing the components of their severance pay, signed and stamped by the relevant office.
3. Employees who have chosen to keep their severance pay with the Company are subject to the provisions of the Civil Code and the laws governing the matter, including about advances, which remain governed by Article 2120 of the Civil Code and the agreement between Fairo and the trade unions dated 9 March 1983.

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

In the event of the death of the employee, the provisions of Article 2122 of the Civil Code shall apply.

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

All favourable conditions enjoyed by individual employees of the various companies on a personal or collective basis, because of agreements or understandings, including at company level, shall be maintained.

### **Art. 34 MANAGERS**

Pursuant to the provisions of Art. 2 of Law No. 190 of 13 May 1985, MANAGERS are workers classified in category F1/S level 1/S. Without prejudice to the contractual regulations applicable to the category of employees, except as stated in the footnote to this article, the following has been agreed:

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

The company undertakes to provide legal assistance and cover any legal and court costs incurred by middle managers who, for professional reasons, are involved in criminal or civil proceedings not caused by malicious acts or gross negligence, for matters directly related to the performance of their duties.

#### **Transfer to the managerial category**

Workers temporarily assigned to managerial duties, not as a replacement for another worker who is absent but entitled to retain their job, will be recognised as belonging to the managerial category after a period of six consecutive months.

#### **Function allowance**

Managers are entitled to a "function allowance" of €103.29 per month. This sum will be absorbed if there are already "ad personam allowances" and/or "manager allowances" of an equivalent or higher amount, granted upon appointment as a manager.

#### **Information**

In relation to the importance of the duties assigned to middle managers for the pursuit and development of the company's objectives, the Company will use specific information tools designed to provide those concerned with the information necessary to perform their duties in the most appropriate manner.

#### **Training**

Training programmes will be implemented for middle managers to promote adequate levels of professional preparation, as support for the responsibilities entrusted to them.

#### **Patents**

In addition to the provisions of current legislation on patents and copyright, managers are granted the right – subject to specific company authorisation – to publish or give presentations/lectures on research or work related to their activities.

## **Note**

Employees classified as middle managers are not subject to working hour restrictions, pursuant to Article 17, paragraph 5, of Legislative Decree No. 66/2003.

## **ART. 35. SUPPLEMENTARY PENSION**

1. In implementation of the provisions of the protocol for foreign airlines operating in Italy dated 12/07/2001, having taken note of the authorisation granted to PREVAER to operate, on 02/07/2002 by the pension fund supervisory commission (COVIP) and registered in the pension fund register under number 127 on 24/09/2002, and that on 09/08/2002 the PREVAER fund obtained legal personality by decree of the Ministry of Labour, the parties agree to proceed with the implementation phase of the Pension Fund for employees of foreign airlines operating in Italy with the economic amounts already provided for in the aforementioned protocol, equal to 1.0% of remuneration (Article 13 of the Specific Part) payable by the company, 1% by the employee and 1.0% from the severance pay levy and the procedures established by the PREVAER statute, without prejudice to more favourable conditions to be negotiated at company level.

As of 01/10/2015, the contribution is increased to 2.0% and also applies to fixed-term staff (agreement signed on 30/09/2015 between FAIRO & OO.SS. signatories to the CCNL).

From 1 December 2022, the contribution will be increased to 2.5% and will also apply to fixed-term staff.

From 1 July 2025, the contribution will be increased to 3.0% and will also apply to fixed-term staff.

2. In the case of new hires, the choice regarding the destination of the severance pay must be made by the employee, even tacitly, in accordance with the procedures and terms set out in the aforementioned Legislative Decree No. 252/2005 and subsequent amendments and additions.

## **ART. 36 EFFECTIVE DATE AND DURATION**

1. The provisions of this Agreement, both within the scope of individual institutions and as a whole, constitute collective treatment that cannot be combined, either in whole or in part, with any other collective treatment of the same level.

2. Unless otherwise expressly provided for in the individual articles, the Parties agree that this agreement shall be valid for three years from 1 January 2025 to 31 December 2027.

3. The agreement shall be tacitly renewed from year to year unless one of the parties gives notice to the other at least six months before its expiry. In this case, this agreement shall remain in force until it is replaced by a subsequent collective agreement.

The parties undertake to comply with and ensure that their members comply with this collective agreement for the period of its validity. To this end, they undertake not to promote actions or claims related to non-compliance with the provisions contained in the agreement.

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Update 18-12-2025:

This is a revised version with corrections that have been approved by the parties of the contract:

1. List of FAIRO members - page 3
2. Salary list - page 20

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