FAIRO

FOREIGN AIRLINES INDUSTRIAL RELATIONS ORGANIZATION

NATIONAL COLLECTIVE
LABOUR AGREEMENT
1ST JANUARY 2010
31ST DECEMBER 2012

PARTIES INTERVENING

In Rome, on 14 July 2011, FAIRO (Foreign Airlines Industrial Relations Organization) represented by the president Mr. Luciano Neri, by the secretary general, Mr. Giulio Berardi and by the members of the executive committee, Mrs. Cristina Del Guerzo, Mrs. Marina Crespi and Mrs. Rosamaria Azanedo-Lopez;

FILT/CGIL National, Regional and Territorial – Air Transport Sector – represented by Messrs. Mauro Rossi, Antonio Cepparulo, Cesare Maiello, Stefano Croce and Vincenzo Giorgio;

FIT/CISL National and Regional - represented by Messrs. Giovanni Luciano – Secretary General, Francesco Persi – National Coordinator, Mauro Carletti – National Office, Francesco Sorrentino Lazio Regional Secretary, Alfredo Rosalba – Lombardy Regional Secretary, and Corrado Di Vincenzo – Regional Office;

UILTRASPORTI, National and Regional – Air Transport Sector – represented by Messrs. Luigi Simeone – Secretary General, Marco Veneziani – National Secretary, Vittorio Truosolo and Giancarlo Serafini – Heads of the National Office;

UGL TRASPORTI – represented by Fabio Milloch – Transport Federation National Secretary, Francesco Alfonsi – Air Transport Category National Secretary, Fabio Paolucci – FAIRO National Head, Tonino Muscolo – Organisational Head, and Demetrio Egidi – ground staff National Head;

with the participation of their respective Union Company Delegations, have stipulated this

NATIONAL COLLECTIVE LABOUR AGREEMENT

valid for cadres, white-collar workers and blue-collar
workers employed by Airlines operating in Italy
belonging to FAIRO

INTRODUCTION

This agreement is divided into two parts:

GENERAL PART
SPECIFIC PART

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

This agreement has been drawn up in Italian and in English, but it is agreed that in the event of any disagreements concerning its interpretation, reference should be made to the Italian text.

LIST OF AIRLINES BELONGING TO FAIRO

AEGEAN AIRLINES
AEROLINEAS ARGENTINAS
AIR ALGERIE
AIR CANADA
AIR FRANCE
AIR INDIA
AIR MALTA
AIR MAURITIUS
AIR SEYCHELLES
AMERICAN AIRLINES
ALL NIPPON AIRWAYS
AUSTRIAN AIRLINES
BIMAN BANGLADESH AIRLINES
BRITISH AIRWAYS
CARGOLUX
CATHAY PACIFIC AIRWAYS
CHINA AIRLINES
CHINA EASTERN
CONTINENTAL AIRLINES
CSA - Czech Airlines
CYPRUS AIRWAYS
CUBANA DE AVIACION
DELTA AIRWAYS
EGYPTAIR
EL AL - Israel Airlines
EMIRATES
ETHIOPIAN AIRLINES
ETIHAD
FINNAIR
IRAN AIR
JAT AIRWAYS
K L M – Royal Dutch Airlines
KOREAN AIR
KUWAIT AIRWAYS
LIBYAN ARAB AIRLINES
LOT Polish Airlines
M E A - Middle East Airlines
MALAYSIA AIRLINES
NIPPON CARGO AIRLINES
P I A - Pakistan Intl Airlines
QANTAS AIRWAYS
QATAR AIRWAYS
ROYAL AIR MAROC
ROYAL JORDANIAN Airlines
S A S - Scandinavian Airlines
SAUDIA -Saudi Arabian Airlines
SINGAPORE AIRLINES
SN Brussels Airlines
SYRIAN Arab Airlines
SWISS INTERNATIONAL
TAAG Angola Airlines
TAAM Lineas Aereas S/A
TAP - AIR PORTUGAL
TAROM

T M A - Trans Mediterranean Airways
TUNIS AIR
THY - TURKISH AIRLINES
UNITED AIRLINES
USAIR

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GENERAL PART

CHAPTER I – INDUSTRIAL RELATIONS

ART. 1 – INFORMATION AND CONSULTATION MODEL

The reference values of this agreement are established as being the central nature of autonomy in handling the problems and evolution of the employer/employee relationship and the strategic nature of the system of industrial relations as a tool for governing processes at sector and company level. The purpose is to create a system based on certain and agreed rules which will ensure that the competitive targets pursued by enterprises can be attained, whilst optimising and developing professional skills and involving human resources in quality objectives. Importance will be attached to fully achieving and implementing the industrial relations model. Special attention will be paid to setting in place a system of relations actively oriented towards averting and overcoming causes of conflict, with particular reference to the smooth functioning of contractual arrangements and to labour relations aimed at (i) attaining the income and employment policy targets established by the Government and the Social Partners, (ii) pursuing a monitored, fair and programmable management of the cost of labour and (iii) setting in place flexibility models and instruments designed to meet the sector's present and future requirements.

INFORMATION AND PARTICIPATION

Bearing in mind the agreed need to realise – as a primary and defining element of union relations – a system of participation based on transparency and promptness and on the creative role of the Trades Union Organisations, the following objectives have been singled out:

- To promptly meet the challenges of the market through improvements in the efficiency of operations, in the quality of services and in productivity, in the framework of a properly balanced valorisation of human resources;

- By mutually acknowledging their roles and respecting their particular prerogatives, the parties seek to ensure the development of the competitive capacity of the airlines as an essential prerequisite for validly facing competition in the progressive globalisation of markets.

In view of the essential role played in this respect by a rational and efficient system of industrial relations which ensures flows of information at all levels, it is deemed appropriate that a two-tier relational model be set in place, namely at both FAIRO and company level.

FAIRO level

With particular reference to the general Air Transport framework, its changes and implicit dynamics, the FAIRO association – in a context of efficient industrial relations, if and when in the course of the year significant updates are made to programmes in the framework of the Italian market, and at the request of the workers' Trades Union Organisations – will convey to the Trades Union Organisations signing the NCLA information on:

- The evolution of the market, with particular reference to the macro-economic indicators of relevance to the sector and eventual implications for employment;

- Trends and forecasts in the supply and demand for transporting people and goods;

- An analysis of the structure of the national, international and intercontinental market, including market volumes.

In the event of company reorganisations envisaging losses of jobs, the parties agree to jointly establish mobility lists for relocating workers made redundant as a result of restructuring processes at FAIRO member companies.
To this end, a database will be set up, where needs be using external backups, containing the professional characteristics of the workers involved, for training and occupational relocation purposes.

General company level

At this level, the airlines will provide the national and regional/territorial Trades Union Organisations stipulating the agreement with:

- Traffic data trends, including indications of trends in particular areas of strategic interest;

- Development prospects for activities, also in the framework of acquisitions and/or commercial agreements with other airlines/enterprises;

- Trends in productivity and in the level of efficiency and quality of the service by comparison with the previous year and, where possible, with the main reference competitors and market requirements;

- Production prospects and the consequent investment forecasts, along with updates of earlier projects with foreseeable implications on employment, working conditions, environmental/ecological conditions and safety at work.

ART. 2. COLLECTIVE BARGAINING STRUCTURE

Introduction

1. In the framework of the transitional phase of renewing NCLAs - to which this renewal refers and in respect of which the Trades Union organisations have set up panels to define the regulatory part - and bearing in mind the new set of rules on revising the contractual arrangements and transitional provisions contained in the inter-confederation agreements of 22 January 2009 and 15 April 2009, the Parties agree on the following structure:

National Agreement

2. The national agreement regulates all the elements of the employer/employee relationship and is a source of regulation in respect of legislative and remuneration aspects. It also defines the functions, frameworks and timeframes of second-tier bargaining.

3. The agreement identifies (a) the subject-matters and features of the national level which cannot be dealt with locally and (b) the subject-matters and features of company bargaining which are different and non-repetitive in relation to the former.

4. The basic areas of national level bargaining cover specifically:

- Industrial relations;
- Trades union rights;
- Job descriptions for classification;
- Working hours;
- The system of remuneration.

Company or second-tier agreement

5. In the ambit of the framework rules established in the NCLA and in accordance with the contents, criteria and procedures regulated by it, it is envisaged that the following subject-matters be covered at company level:

- Aspects of application in matters of working hours (e.g. shifts, flexibility of work and working hour arrangements);
- Aspects of application covering the types of agreement;
- Classification;
- Local effects of important labour reorganisations or sector/company reorganisations, the working environment with specific regard to particular sector/company situations;
- Criteria and procedures by which the Social Fund is used;
- The hour bank – which it will be possible to set up and allocate to each employee, following criteria and procedures established at each Airline bearing in mind organisational requirements, and in agreement with the Trades Union Organisations;
- Working environment/medical visits (with reference to the specific requirements of national law);
- Patent certification allowance, i.e. another form of acknowledgment for workers who carry out aircraft maintenance activity (in the framework of Parent Company directives);
- Benefits not covered by the NCLA.

6. In order to ensure the effectiveness and applicability of the dissemination of second-tier bargaining in favour of workers at companies which do not have such an instrument, the parties signing this agreement – in accordance with the agreed objectives – will take steps to (i) ensure joint monitoring with a view to verifying airlines that do not have company or second-tier bargaining facilities and (ii) adopt initiatives towards duly harmonising the elements decreed in the FAIRO NCLA, within 12 months of stipulating this agreement. The cancellation of the second-tier agreements must be presented within the terms contemplated therein.

7. Proposals to renew the second-tier agreement, signed jointly by the Trades Union Organisations stipulating the national agreement, must be submitted to the company in time for negotiations to be started two months prior to the agreement's expiry. A company that has received the proposals for renewal must reply within twenty days of the date on which they were received.
During the two months after the date on which the renewal proposals are received and for the month following the agreement's expiry - and in any event for periods corresponding in aggregate to three months from the date on which the renewal proposals are submitted - the parties will not adopt unilateral initiatives or take any direct action.

ART. 3. UNION RIGHTS (MANNER OF OPERATION)

1. In fulfilling their mandate, Union Company Delegation (UCD) members are entitled, at company level, to permits, in accordance with the provisions of Arts. 23 and 24 of Law 300/70, in such a way as to ensure appropriate solutions in respect of maintaining any more favourable conditions that have been agreed. Requests for permits must be made to company management at least 24 hours in advance and will be granted in accordance with technical and corporate requirements.
2. In addition to the union permits referred to in Arts. 23 and 24 of Law 300/70, the Company may grant unpaid permits – after receiving reasonable advance notice from the Trades Union Organisations and depending on technical, organisation and production requirements - to participate in union training courses not exceeding 15 days a year.
3. In accordance with the provisions of Law 300/700, workers who are members of the national and regional/territorial executive organs of the stipulating Trades Union Organisations, will be granted paid permits so that they can carry out their duties.
4. The aforementioned duties and positions and the relevant variations must be notified in writing by the stipulating Trades Union Organisations both to their respective companies and to the trade association.
5. The provisions contained in Arts. 31 and 32 of Law 300/70, as later amended, will apply to workers appointed to publicly elected functions or to provincial and national trades union positions.
6. In companies which have from 16 to 99 employees, the number of hours of union permits indicated in Art. 23 of Law 300/70 will be increased by 15 hours per calendar year; these hours are to be used only once the time established in the aforesaid law has run out. Any more favourable conditions will remain unchanged, where they exist.

7. The economic treatment due to the employee when benefitting from paid trades union permits is equal to that which would have been granted if he/she had actually been on duty.

ART. 3/bis. UNION RIGHTS (UNION WITHHOLDINGS)

1. With effect from 1 July 2011, the enterprises will arrange to apply the union membership contribution deduction for the benefit of the organisations signing the NCLA at a rate of 0.70% of the basic pay and cost-of-living allowance applied by contract and over fourteen monthly payments, in accordance with the power of attorney issued by the worker. This will not apply to Companies which already pay a contribution greater than that indicated above.
2. With effect from 1 July 2012, the percentage of the union membership contribution is set at a rate of 1% for all Companies.
3. The payment procedures and timeframe to be observed by the enterprise will be notified by the respective Federations signing this NCLA.
4. The special lists of members of the Federations will be sent to the companies, in compliance with Legislative Decree 196/03, following the procedures currently in force.

ART. 4. WORKERS' MEETINGS

1. The rules set out in Art. 20 of Law 300/70 will apply to workers' meetings, as well as the rules that follow.

2. The meetings must be notified to the Airline with a minimum advance notice of 24 hours and the trades union bodies promoting the meetings will ensure that they are held properly.

3. The meetings will be held in places made available by the Airline, bearing in mind the availability of the rooms and any corporate requirements.

4. In compliance with all the provisions of point 5 below, the meetings may also be held outside the airline's premises, during working hours, on the following conditions:
a) for a maximum of three hours at the end of the working day;
b) on the occasion of national agreement renewals.

5. In order to avoid interruptions or irregularities in providing public services, the meetings must be held in such a way as to ensure that the Airline's operations can continue without interruption. Therefore, an adequate operational cover must be guaranteed, especially in operational sectors, during meetings convened in the course of working hours. At airports, meetings called in the course of working hours will usually have to be held during times of less traffic and in such a way as to cause the least possible inconvenience to users.

ART. 5 PUTTING UP UNION NOTICE BOARDS

1. At their main headquarters and other places of operation, the Companies will make available a notice board to each of the Trades Union Organisations stipulating this agreement, so that they can affix notices signed by the officers of their respective organisations.

2. The aforesaid notices must concern union matters.

CHAPTER II – SOCIAL SAFEGUARDS

Art. 6. DRUG AND ALCOHOL ADDICTION

1. Companies will grant a period of unpaid leave covering the duration of the rehabilitation treatment and in any event for a period of not more than three years, for workers recruited on an indefinite basis, who have been ascertained as suffering from drug and/or alcohol addiction and who wish to access therapy and rehabilitation programmes provided by the health services of the local health units or other therapy/rehabilitation and social assistance structures indicated in Law 162 of 26 June 1990.

2. Depending on the airline's requirements, the Companies will grant a worker who so requests an unpaid leave of not more than six months which may be used for continuous periods of not less than one month at a time, justified by the proven necessity of assisting relatives in their charge, who, documented as being affected by drug or alcohol addiction, are following rehabilitation treatment provided either by the N.H.S. or by specialised structures recognised by the relevant institutions or by the therapy venues or communities indicated in Law 162 of 26 June 1990.
Such leave may not be requested in cases where disciplinary procedures are pending in connection with serious events envisaging the penalty of dismissal in accordance with the NCLA or company rules.

ART. 7 SEXUAL HARASSMENT (safeguarding the dignity of workers)

1. In view of the need to ensure that the employer/employee relationship takes place in a tranquil environment suitable for carrying out the activity, full respect for the dignity of the individual will have to be ensured also in the sexual ambit.

2. The term sexual harassment is held to mean any act or conduct, including verbal conduct, which has a sexual connotation or is in any way based on sex, and which, as such, can be seen to cause offence to the dignity and freedom of the individual who undergoes it or which is such as to create a climate of intimidation against them.
Particular relevance is attached to sexual harassment that gives rise to intimidating attitudes on the part of hierarchical superiors in the framework of setting up, executing and terminating the employer/employee relationship.

3. Sexual harassment or blackmail constitutes a disciplinary infringement, and the disclosure of non-existing facts purely in order to denigrate someone or obtain benefits at work will be treated in the same manner.
If acts are reported which constitute sexual harassment pursuant to the fourth paragraph of this article, the Companies are under a duty to set in place prompt and impartial assessment procedures ensuring the privacy of the persons involved, availing themselves also of the Committees for Employment. The Companies will also make arrangements to disseminate information campaigns and consider adopting specific codes of conduct.

ART. 8. MOBBING

1. The Parties acknowledge the fundamental importance of a working environment in which the freedom, dignity and inviolability of the individual are safeguarded and in which principles of proper conduct are followed in interpersonal relations.
The Parties thus acknowledge the need to start negotiations with a view to combating the emergence of situations of mobbing and averting the occurrence of possibly dangerous consequences for the physical and mental health of the workers concerned and, more generally, with a view to improving the quality, climate and safety of the working environment.

2. A National Observatory is due to be set up after this NCLA is signed, with the following tasks:

a) collating data on the qualitative and quantitative aspect of the mobbing phenomenon;
b) identifying the possible causes of the problem, with special stress on verifying the existence of working conditions or organisational and operational factors which may give rise to situations involving persecution or moral violence;
c) putting forward proposals in respect of positive action in terms of averting and putting an end to critical situations and setting in place measures to safeguard the employee concerned;
d) formulating a framework code of conduct.

ART. 9 DISABLED WORKERS

1. In order to encourage the insertion of disabled workers in activities suitable to their working aptitudes and abilities and depending on equipment and/or technical/organisational requirements, the Companies will also adopt suitable measures in terms of overcoming so-called “architectural barriers”.

2. Furthermore, whilst confirming the specific importance of this matter, the Parties confirm that special attention will be paid to the evolution of the regulatory framework and the ensuing rules of implementation, bearing in mind the dispositions contained in Law 104 of 5 February 1992 and the subsequent legislative provisions adopted in this respect, which are to be carried into effect and duly verified by the stipulating parties.

ART. 10 EQUAL OPPORTUNITIES

1. The Parties agree on the advisability of setting up – in accordance with the provisions of Italian and European legislative provisions in matters of equality between men and women – study and research activities aimed at promoting positive actions and pinpointing any situations that fail to provide for effective equal opportunities between men and women at work.

2. In the above framework, reference should be made to the need to:
- examine the progress of women's employment in the company on the basis of qualitative and quantitative data provided by the company in the framework of the information system that will be adopted, and in compliance with the formalities envisaged in Art. 9 of Law 125 of 1991;
- propose initiatives aimed at averting forms of sexual harassment in workplaces;
- prepare outline projects for "positive actions" in the framework of the objectives contained in Art. 1 of Law 125 of 1991.

Where appropriate, any of the Parties may submit a request for a meeting, giving at least 15 days advance notice.

ART. 11 RIGHT TO STUDY AND STUDENT WORKERS

Right to study

1. Employees recruited on an indefinite contact who intend to attend at public or legally recognised establishments study courses set up in accordance with legal provisions or in the framework of the powers assigned to such establishments by the education system, may enjoy, upon request, paid permits for up to 150 hours every three years per capita, which may even be used in one year alone provided that the course the worker intends to attend requires attendance for a number of hours equal to or greater than 300.

2. The workers who are interested must submit a specific written application to company management and, after this, the certificate of enrolment on the course and the monthly attestations of effective attendance, specifying the relevant hours.

3. Bearing in mind the right and the requests put forward by the workers, the company will establish objective criteria (including, for instance, seniority of service, the characteristics of the study courses, etc.) when it comes to selecting the beneficiaries of the permits, whilst safeguarding technical and operational requirements.

Student workers

4. For student workers, reference is made to Art. 10 of Law 300. The dispositions in question complete the provisions envisaged in matters of the right to study. University students will be granted up to 50 hours of paid leave a year, which are to be used solely for preparing the degree thesis, and an extra day for the degree examination.

ART. 12 SAFEGUARDING MATERNITY/ MATERNITY LEAVE; ABSENCES AND PERMITS

1. The current rules contained in Law 53/00 and Legislative Decree 151/2001, including later regulatory amendments, apply to maternity and parental leave, as indeed to absences and permits.

2. In cases where there is no set of company rules, the worker will be entitled to a paid leave of thee working days a year in the event of the death or documented grave infirmity of the spouse or of a relative up to the second degree or of a cohabiting partner, provided that the permanent state of cohabitation with the worker is duly certified at the register.

CHAPTER III – LABOUR MARKET

ART. 13. Part-time contract

1. Part-time work, which is characterised by a reduced duration of the work rendered, is regulated by Legislative Decree 61/2000.

2. The setting up of the part-time employment must be specified in a written document, indicating:
- the economic treatment, re-calculated on a proportional basis in relation to the quantity of work rendered;
- the duration of the reduced time of work, the modalities of such reduced work and the time span of the working hours based on the day, week, month and year;
- any elastic or flexible clauses, and the procedures by which the work is carried out, in accordance with such clauses, in the framework of the agreed working hours setup.

3. The part-time work contract may be adopted on a horizontal, vertical or mixed basis.

- Horizontal part-time: with attendance of not less than 4 and not more than 6 hours a day, the daily limit may be exceeded, up to the contractual limit, provided that the average in the span of the complete cycle of the envisaged shift is not less than 20 hours a week and not more than 30 hours a week.
- Vertical part-time: with the attendance being spread over the course of the year, and even limited to certain periods of the year, with a minimum limit of 100 working days a year and a maximum limit of 200 working days a year;
- Mixed part-time: with the attendance being spread over the course of the day and/or week and/or month and/or year, with a weekly duration of not less than 20 hours and with a minimum limit of 660 hours a year and a maximum limit of 1200 hours a year.

The limits indicated in the preceding points may be modified, following agreements reached at company level with the competent regional/territorial

structures of the trades union organisations of the stipulating workers, on justified technical and production grounds.

4. If the airline intends to proceed to recruit new personnel part-time, it must immediately inform its employees already working on a full-time basis who are engaged in production units located in the same municipality.

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

The switching of employment contracts from full-time to part-time will however not be possible for personnel whose duties involve coordinating other workers who carry out duties not compatible with reduced working hours. In the course of the part-time employment and following an agreement reached by the company and the worker, individual variations may be established concerning the quantities of hours worked in the framework of the part-time employment.

5. Likewise, depending on their corporate requirements and without prejudice to the potestative and priority rights indicated in Art. 12-bis and 12-ter of the aforesaid Legislative Decree 61/2000, the airlines reserve the right to evaluate requests to switch full-time employment contracts to part-time and vice-versa.

6. The maximum percentage of personnel on part-time employment may not exceed 40% of personnel employed full-time.

7. Any work carried out by a worker on a part-time contract beyond his/her contractual working hours is supplementary work, but within the limits of the weekly working hours established for full-time workers in Art. 5 of the Specific Part which follows.
The use of supplementary work, in the framework of horizontal or mixed part-time work contracts, is allowed even without the consent of the worker, for as many as 15 hours a week, if there are technical/organisational, production or substitution requirements.
The hours of supplementary work will be paid on the basis of the following echelons and in relation to each week:

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

The payment will be made on a monthly basis and the calculation will be contained in the pay slip for the month after the month in question.
If there are other types of increases, the greater increases will absorb the lesser ones.
Any work rendered over and beyond the daily hours applied for full-time personnel at each single company will be remunerated by the increases established under contract for overtime work.

ART. 14. Fixed term contract

1. The recruitment may take place with a fixed term contract only in the cases, and within the limits, contemplated by Legislative Decree 368/2001, for technical and organisational reasons or for reasons concerning production or substitution requirements.
The reasons justifying the establishment of a fixed term must be set out in the letter of recruitment in writing, under penalty of invalidity.

2. The Airlines are allowed to establish a fixed term for the duration of the employment contract in cases where the recruitment takes place in order to provide ground and flight operating services and onboard passenger and goods assistance services, for a maximum total period of six months, going from April to October each year and of four months during the other months of the year, and at a percentage not exceeding fifteen per cent of the company's workforce engaged in the aforesaid services as of 1 January of the year to which the recruitments refer.

3. With the worker's consent, the fixed term contract may be extended once only, on condition that: the original contract has a duration of less than three years; the extension is justified by objective reasons concerning the same working activity as that for which the contract had been stipulated on a fixed term basis; and the overall duration of the entire relationship, including the extension, does not exceed three years.

4. If the airline intends to proceed with new indefinite recruitments, in compliance with the disclosure obligations contained in Art. 9 of Legislative Decree 368/2001, it may inform any workers employed on a fixed term contract having the same position, level of classification and duties of its intention.

The Company will inform the UCD of the stipulating Trades Union Organisations of opportunities for vacant positions and of the quantitative dimensions of the utilisation of fixed term contracts.

5. The priority rights indicated in Art. 5, pars. 4-quater, 4-quinquies and 4-sexies of Legislative Decree 368/2001, or any other priority right that may be granted to workers recruited on a fixed term contract by law, may also be exercised in relation to vacant jobs concerning the same position (category, level of classification and qualification) and the same duties exercised in the course of the fixed term employment. Furthermore, this is without prejudice to the broadest discretion on the part of the airline – in the framework of its organisational, technical and production requirements – in evaluating the satisfaction of professional requisites and in its eventual competitive choice between several workers having the same priority right.
The airline will not commit any violation of the priority right in the event of recruitments made pursuant to Law 68/1999 (compulsory placement) or of workers being placed in mobility (Art. 8, clause 1, of Law 223/1991, as later amended).

6. With reference to the provisions of Art. 5, clause 4-bis, of Legislative Decree 368/2001, as amended by Law 247/2007, in view of the particular

nature of the air transport sector, characterised by important seasonal variations, the parties agree that the maximum period for carrying out equivalent duties in the framework of successive fixed term contracts between the same employer and the same worker, is a total period of 42 months, including extensions and renewals, after which the contract will be considered to be indefinite.

ART. 15. Apprenticeship contracts

1. The rules contained in Art. 47 et seq. of Legislative Decree 276/2003, as later amended, apply to apprenticeship contracts for professional advancement aimed at attaining a professional qualification through training at work and acquiring basic cross-curricular and technical/professional competencies.

2. Youngsters aged not less than 18 - without prejudice to the provisions of clause 2 of Art. 49 of Legislative Decree 276/2003 - and not over 29, may be recruited on apprenticeship contracts.

3. The qualifications that can be attained are those contemplated in categories 0-2 (Clerical worker – second class) to C – 1 (Employee with responsibilities – first class) indicated in Art. 3 of the Specific Part of this Agreement.

4. The duration of the apprenticeship contract may in no event exceed 4 (four) years.

5. The total number of apprentices in the company may not exceed 40% of specialised and/or qualified personnel employed on an indefinite contract. This is without prejudice to any agreements with different percentages that may be stipulated at the local level with the Trades Union Organisations stipulating this NCLA. This only applies to Airlines that do not have more than 20 employees throughout the country.

6. The right to recruit on an apprenticeship contract cannot be exercised by the company if it transpires that at least 60% of workers whose apprenticeship contract has expired in the last 24 previous months have not been hired on an indefinite contract. To this end, account will not be taken of apprentices who have resigned, those dismissed on just grounds, those who have not accepted the indefinite employment proposal at the end of their apprenticeship contract and those who at the end of their apprenticeship contract have not acquired the professional eligibility to carry out the duty covered by the apprenticeship.
The above restriction will not apply in cases where in the previous two years only one apprenticeship contract concerning a single worker has expired.

7. The periods of apprenticeship for professional advancement spent with several employers will be added together for the purposes of calculating the maximum durations mentioned in the previous clause, provided that they are

not separated by interruptions lasting for more than a year and provided that they concern the same activities.
To this end, if the employment is terminated before the expiry of the contract, the employer is under an obligation to register the apprenticeship experience, as required by current legislation.
The documentation in question must be presented by the worker at the time of his/her recruitment to ensure that the periods of apprenticeship previously worked, and the hours of training spent at other companies for the same professional qualification, are added together.

8. As well as the information indicated in Art. 1 of the Specific Part of this national collective labour agreement, the letter of recruitment will also specify the work in which the worker is to be engaged, the entry category and the professional qualification that can be achieved when the apprenticeship is over.
The letter of recruitment will also have attached to it the Individual Training Plan mentioned in the article that follows.

9. The apprentice's recruitment may be subject to a trial period.
The relevant arrangement must be included in the letter of recruitment, under penalty of nullity.
The trial period may not exceed:
60 calendar days for employees classified in levels 5, 7, 8;
90 calendar days for employees classified in higher levels.

During this period either party will be free to withdraw from the contract with no obligation in terms of giving advance notice or granting the relevant substitutive indemnity, and the hours and days effectively worked will be paid.
If the trial period is interrupted due to illness or accident, the apprentice will be entitled to complete it only if he/she is able to resume service within a number of days equal to half the duration of the trial.

10. The confirmation of service or, alternatively, the termination of employment at the end of the period of apprenticeship, must be notified in accordance with the advance notice terms set out in Art. 24 of the Specific Part of this agreement.

11. The apprentice's remuneration is calculated as a percentage of the remuneration that would be due to a non-apprentice employee of the same level, as per the following diagram:

	Up to 24 months	Up to 36 months	Up to 48 months	
-1st year	80%	80%	80%	
-2nd year	90%	85%	85%	
-3rd year		90%	90%	
-4th year				100%

For the purposes of calculating the apprentice's remuneration, the following elements are to be considered:

basic pay, cost-of-living allowance (frozen as of 31.12.1992), seniority increases, airline cheque.

ART. 15bis. Formal Training and Individual Training Plan (ITP)

1. Formal training is held to be the training process aimed at acquiring basic, cross-curricular and technical/professional competencies in the framework of which the apprenticeship takes place.
The formal training may be provided, either in whole or in part, within the company, in compliance with current rules and regulations.
The skills acquired during the period of apprenticeship will be registered in the training booklet in accordance with current rules and regulations.

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

3. For the apprenticeship contract to be activated, the presence of a tutor is required, who must have the following requisites:
- a contractual classification grade equal to or higher than that which the apprentice can attain on completing the period of apprenticeship;
- the provision of work activities that are coherent with those of the apprentice;
- at least 2 (two) years working experience.
The tutor will contribute towards defining the ITP and certify the training itinerary by filling out the training monitoring form.

4. The Individual Training Plan defines the worker's training itinerary in accordance with the training profile inherent in the qualification to be attained and with the knowledge and capabilities he/she already has.
The ITP specifies the objectives and contents of the training and the procedures by which it is provided, along with the name of the tutor and his/her functions in the framework of the apprenticeship contract.

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

ART. 16. Insertion / reinsertion contracts

1. The rules contained in Art. 54 et seq. of Legislative Decree 276/2003, as later amended, apply to insertion contracts, the purpose of which is to insert or reinsert certain categories of workers in the labour market.

2. The duration of the insertion contract may not be less than nine months or more than eighteen.

3. Only in the hypothesis of contracts stipulated with workers affected by serious physical, mental or psychological disability may the period be increased to thirty-six months. In the event of reinserting persons with professional skills compatible with the new organisational context, the duration of the contract may not exceed 10 months, bearing in mind the adequacy of the worker's skills in relation to the duty to which the insertion project is geared. In this case, the theoretical training may not be less than 16 hours.

4. The insertion contract envisages an individual insertion project geared to ensuring that the worker's professional skills are adapted to the working context. The project will be defined with the worker's consent and must be specified in the contract, which must be stipulated in writing, under penalty of nullity. If there is no written contract, the worker will be assumed to have been employed on an indefinite basis.

5. The utilisation of the insertion contract is only permitted in cases where the airlines have maintained in service at least 60% of the workers whose insertion contract has expired in the previous eighteen months.

6. In order to calculate the aforesaid percentage, reference will be made to the relevant provisions of Art. 54, clauses 3, 4 and 5, of Legislative Decree 276/2003.

7. The economic and regulatory conditions contemplated by collective bargaining - including other items of remuneration established by collective company bargaining - will apply to persons recruited in accordance with the provisions of Art. 54 of Legislative Decree 276/03.

8. Each year, the airlines will provide the UCDs of the stipulating Trades Union Organisations with quantitative figures on insertion / reinsertion contracts.

ART. 17. Supply of labour

1. The supply of labour is regulated by Art. 30 et seq. of Legislative Decree 276/2003.
The utilisation of fixed term labour supply contracts is permitted when this is justified by technical, organisational, production or substitution grounds, including absences due to holidays, as well as in the following hypotheses:
- temporary increases in activity, even if this is due to reasons that are neither exceptional nor occasional, but which cannot be tackled with the normal workforce;
- the execution of a work or service with a predetermined timeframe, even if neither exceptional nor occasional;
- the temporary utilisation in temporarily uncovered qualifications envisaged in normal production layouts, for the period needed to procure the required personnel and, in any event, for not more than six months;

- carrying out new and experimental activities for not more than six months, in cases where appropriate professional skills do not exist within the company;
- non-programmable necessities inherent in the maintenance of plants and/or aircraft and/or their restoration to a functional or safe state;
- satisfying/providing accounting, administrative or technical/procedural requirements or activities of an occasional nature which cannot be tackled with the serving workforce.

2. The percentage of fixed term labour supply contracts may not exceed, for each quarter, a level of 8% of indefinite and insertion contracts.
At the company agreement level, higher percentages based on justified technical, production and organisational grounds may be established.

3. The airlines will inform the UCDs in advance of the quantitative extent of the utilisation of this type of contract and the reasons for doing so. In justified situations of urgency, this disclosure may be provided within the following seven days.

4. Each year, the association will inform the national, regional or territorial Trades Union Organisations belonging to the union associations that have stipulated this NCLA of the number of fixed term labour supply contracts and the relevant reasons.

5. To the extent that they are compatible, the rules contained in Legislative Decree 368/2001 will apply to fixed term labour, apart from Art. 5, clauses 3, 4 and 4-*bis*.

CHAPTER IV – THE EMPLOYER/EMPLOYEE RELATIONSHIP

ART. 18. INVENTORY AND PERSONAL CHECKS

1. No employee may refuse any type of inventory check which, by higher order, is carried out on the objects entrusted to him/her. As far as personal checks are concerned, these will have to be carried out following the procedures established in Art. 6 of Law 300 of 20/05/1970.

ART. 19. COMPANY DISPOSITIONS AND RULES

1. In addition to this collective agreement, the employees will have to observe the dispositions and regulations that are established by the company within the limits of the law and this collective agreement.

2. The company rules must be made known to personnel through notices affixed in workplaces and also - additionally and optionally - by delivery with a signed receipt. The company rules issued by Parent Companies will be made accessible to employees through the internet site and the company intranet.

ART. 20. APPLICATIONS AND INSEPARABILITY OF CONTRACTUAL RULES

1. The rules of this agreement – both in the framework of each single provision and as a whole – are correlated and inseparable. They constitute a collective arrangement which cannot be combined either in whole or in part with any other collective treatment and thus apply to all the employees envisaged in the job descriptions set out below in Art. 3 of the Specific Part.

2. If there are company rules or agreements, they must not be in contrast with the rules of this agreement. In case of disagreement, the Joint Commission indicated in Art. 28 of the Specific Part will be consulted.

ART. 21. START-DATE AND DURATION

1. Unless otherwise specifically provided in single articles, the parties – with particular reference to the contents and expiry dates of Art. 9 of the specific part entitled "minimum monthly salaries" schedule A – agree that this agreement, after absorbing the 2009 start-date, is to remain valid for three years from 01 January 2010 through to 31 December 2012.
The agreement will be held as being tacitly renewed from year to year, unless either party notifies its cancellation to the other in a registered letter with acknowledgment of receipt at least 6 months prior to expiry.
In such case, this agreement will remain in force until it is replaced by a successive collective agreement.

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

CHAPTER V - SUPPLEMENTARY SOCIAL SECURITY

ART. 22. SUPPLEMENTARY SOCIAL SECURITY

1. In enforcement of the provisions of the protocol for foreign airlines operating in Italy of 12/07/2001 and in acknowledgment of (a) the authorisation for PREVAER to operate dated 02/07/2002 issued by the supervisory committee for pension funds (COVIP) and registered in the pension funds register under number 127 of 24/09/2002 and (b) the fact that on 09/08/2002 the PREVAER fund obtained recognition as a legal body under a decree of the Labour Ministry, the parties agree to proceed with the phase of application of the Pension Fund for employees of foreign airlines operating in Italy with the economic quantities already envisaged in the aforesaid protocol, which correspond to 1% of the remuneration (Art. 13 of the Specific Part) payable by the company, 1% payable by the employee and 1% by drawing on the ESI, following the modalities envisaged in the PREVAER statute, this being without prejudice to any more favourable conditions that may be negotiated at company level.

2. In case of new recruitments, the choice as to how the employment severance indemnities are allocated will have to be made by the employee, tacitly if needs be, following the procedures and terms indicated in the cited Legislative Decree 252/2005, as later amended.

SPECIFIC PART

ART. 1. Recruitment and relevant documents

1. The recruitment must be set out in a written document containing the following requirements of the FAIRO NCLA:

(a) The identity of the parties;
(b) The place of work or, if there is no permanent or predominant place of work, an indication that the worker is employed in different places, also specifying the airline's registered office in Italy;
(c) The start-date of the employment, and in the event of fixed term employment, the termination;
(d) The duration of the trial period, if any;
(e) The level of classification, category and qualification granted to the worker;
(f) The initial economic conditions;
(g) The working hours;
(h) The duration of annual holidays;
(i) The terms of notice in case of withdrawal.

The notification of recruitment must be delivered to the competent authorities following the procedures and deadlines laid down by the law.

At the time of the worker's recruitment, the airline will provide him/her with the disclosure regarding the processing of his/her personal data, in accordance with Legislative Decree 196/2003, as later amended, together with the form authorising such processing.

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

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

- Copy of a personal identity document;
- Civil status certificate;
- Residence certificate;
- The worker's penal record and charges pending certificate;
- Copy of the fiscal code;

- Certificate of the study qualification and/or equivalent document;
- Documents concerning social insurances for workers who dispose of them;
- Documents and declarations required in order to enforce social security and tax laws;
- A declaration accepting the rules contained in this NCLA;
- Residence permit (for non-EU workers);
- Any other documents which the airline may deem fit to request, depending on the duties to be assigned.

The above documents must not predate the recruitment by more than three months.

2. The worker is under a duty to notify the airline of the place where he/she usually lives or is domiciled, if different to the place of residence, and, in the event of changes to either or both, to give notification in writing by registered letter with acknowledgment of receipt, no more than three days after such change. If the worker fails to do so, he/she may be subject to a disciplinary measure, this being without prejudice to the fact that any notices sent to the address originally notified by the employee (the change of which has not been notified) will be held as having been received for all effects and purposes.

3. In the event of new recruitments and depending on their technical, production and organisation requirements, the airlines will evaluate the possibility of awarding the vacant position to an employee so requesting who meets all the necessary requisites. In this context, the airline will have the broadest discretion in awarding the vacant position, even if it receives requests from several employees.

Note placed on record.
The Parties agree that any legal or denominative changes in the documents and procedures mentioned in this Article 1 will be automatically incorporated in future recruitment formalities.

Art. 2 – Trial Period

1. The recruitment is subject to a trial period of not more than:
a) six months for grade 1s F1S and 1 F1 employees;
b) three months for grade 2a F2, 2b F3, 3 C1/CSSA, 4 C2/OSA and 6 C3/OQA employees;
c) two months for grade 5 OS, 7 O1/OQ and 8 O2/OC employees

2. The trial period must be indicated in the letter of recruitment.

3. If the trial period is interrupted due to illness or injury, the worker will be allowed to complete the trial period if he/she is able to resume work within three months of the interruption. If, after such time, the worker has not resumed work, the Airline may terminate the employment.

4. During the trial period, all the rights and obligations existing between the parties under this contract will apply. However, the employment may be terminated at the initiative of either party at any time in the form of a written notice, without advance notice and with severance indemnities. The salary will only be paid for the period of service rendered.

5. If the employment is not terminated during the trial period, the worker will be confirmed at the end of the trial. In this event, the trial period will be considered for all effects and purposes when it comes to determining the seniority of service.

ART. 3 Subdivision of personnel and job descriptions

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

Grade	Category	
1S	**F-1S**	**Executive class 1a super**
1	**F-1**	**Executive class 1a**
2a	**F-2**	**Executive class 2a**
2b	**F-3**	**Executive class 3a**
3	**C-1/CSSA**	**Employee with responsibilities class 1a/ Specialised Aeronautical Team Leader**
4	**C-2/OSA**	**Employee with responsibilities class 2a/ Specialised Aeronautical operator**
5	**OS**	**Specialised worker**
6	**C-3/OQA**	**Employee with responsibilities class 3a/ Qualified Aeronautical operator**
7	**O-1/OQ**	**Clerical worker class 1a/Qualified worker**
8	**O-2/O**	**Clerical worker class 2a/Regular worker**

2. Job descriptions

a) Executive class 1a super/grade 1S:

F1/S: this class includes employees with executive functions who carry out duties implying wide-ranging responsibility, extensive preparation and a very high level of professional knowledge and ability, who are in charge of important and complex organisational units and who perform roles or functions for which special responsibilities and delegated authorities are required so that they can fulfil essential corporate directives.

b) Executive class 1a/grade 1:

F1: this class includes employees who are entrusted with duties of particular importance for the successful outcome of specific corporate services and such as to imply responsibility, extensive preparation, professional knowledge/ability, autonomy, initiative, discretion and freedom of assessment in implementing the directives issued by the Company.

c) Executive class 2a/grade 2a:

F2: This class includes employees who carry out duties requiring significant professional skills and who have discretionary powers and initiative for the successful outcome of specific corporate activities in implementing the directives issued by their superiors.

d) Executive class 3a/grade 2b:
F3: This class includes employees who carry out duties characterised by limited discretionary powers and/or responsibility for the successful outcome of lesser activities in the framework of specific directives issued by their direct superiors.

e) Employee with responsibilities class 1a/CSSA/grade 3:
C-1: This class includes employees who, having adequate experience, professional ability and specific knowledge, carry out duties requiring wide-ranging initiative and autonomy in the framework of procedures concerning the activity of the sector to which they belong.
CSSA: This includes workers who, in compliance with corporate procedures and for their own specialisation, coordinate the work of a team of specialised workers for whom they are responsible and who intervene directly, where necessary, in executing any particularly complex and/or difficult operations that may have emerged in the work carried out by the team's members.

f) Employee with responsibilities class 2a/OSA/grade 4:
C-2: This class includes employees who, having adequate experience and professional ability, carry out duties requiring autonomy or initiative in the framework of established procedures.
OSA: This includes aeronautical operators who - on the basis of a specialisation attained following appropriate practical training and sound technical preparation or having a patent or diploma for the various activities – do all the work of a Qualified Aeronautical Operator, carrying out the tasks assigned to them in a workmanlike manner.

g) Specialised Worker/grade 5:
OS: this includes workers who - on the basis of a specialisation attained following appropriate practical training and sound technical preparation or having a patent or diploma for the various activities – do all the work of a qualified worker, carrying out the tasks assigned to them in a workmanlike manner.

h) Employee with responsibilities class 3a/OQA/grade 6:
C-3: This class includes employees who are not clerical workers and who, having appropriate experience and specific knowledge and professional skills, carry out duties requiring initiative in executing specific procedures.
OQA: this includes qualified workers who - after appropriate training and thorough theoretical and practical preparation – carry out in a workmanlike manner all the tasks assigned to them, which are usually closely associated with aeronautical activity.

i) Clerical worker class 1a/OQ/grade 7:

O-1: this includes employees who carry out executive duties requiring a particular experience or office practice in executing detailed instructions typical of the category to which they belong.
OQ: he/she carries out any tasks for which a specific practical skill is required, which can be acquired with appropriate training.

l) Clerical worker 2a/OC/grade 8:
O-2: this includes employees who carry out duties requiring general preparation and office practice.
OC: he/she carries out tasks for which a short period of training is sufficient or else special tasks and services for which a specific aptitude or knowledge is required and which can be acquired with a short training.

3. The classification of personnel will be handled at company level.
For the professional figures listed below:
- Specialised Aeronautical Operator
- Airport officer – agency – bookings officer
- Administrative/accounting/general services officer
- Commercial services backup officer,
the Parties agree to a final grade 3/C1 certification.

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

- entry grade C3
- after not more than 15 months, grade C2 certification
- after not more than 21 months, grade C1 certification

For the purposes of this article, it should be clarified that – for the sole benefit of personnel who are on course to accruing the grade to which they belong – the months of seniority worked at their airline will be considered valid for the purposes of obtaining the new certification timeframe.

ART. 4. Changes of duties

1. This subject-matter is covered by Art. 13 of Law 300 of 20-5-1970.
2. Without prejudice to maintaining classification and employment levels, it is agreed that workers may be moved within the same area of work and/or to different areas for professionally homogeneous activities having a temporary duration, due either to absences of the workers responsible or to sudden technical/operational requirements, which will be examined at the company level with the Union Company Delegations (UCD).

ART. 5. WORKING HOURS

1. The normal duration of working hours is 37 hours and 30 minutes a week, spread over five days. The working hours are established by the management offices.

2. The rules of Legislative Decree 66/2003, as later amended, will apply to the working hours, as amended and integrated by this agreement.

3. The average duration of the working hours, including hours of overtime work, calculated over a reference period of six months, cannot exceed 48 hours a week.
For the purposes of calculating the average mentioned above, any periods of holiday, illness or other period of justified absence will not be taken into consideration. The hours of overtime, in respect of which the worker has benefitted from compensatory periods of rest during the same time span, are also excluded from the above calculation of the average.

4. The hours requested and worked over and beyond the 37 hours and 30 minutes a week will be remunerated at a level equal to that envisaged for overtime work in the current NCLA.
Two or more continuous working shifts may be set up, with a 30-minute interruption for refreshment.

5. The airlines will establish the working hours on the basis of monthly shifts which meet their specific technical and operational requirements. It should be specified that the shifts are alternating in cases where there is a transfer of duties from the workers operating in the previous shift to those operating in the next shift.

6. Night work, whether on a shift or an overtime basis, cannot be interrupted but must be continuous.

7. In accordance with Art. 9 of Legislative Decree 66/03, the employee is entitled every seven days to a period of rest of not less than 24 consecutive hours, to be added to twelve hours of daily rest, which usually falls on a Sunday. This is without prejudice to the provisions established for shift-workers.

8. For shift-work personnel, if in the course of a calendar week both the rest days fall on days other than Sunday, the second day shall be treated for all contractual and legal effects and purposes as a compensatory day of rest (replacing Sunday).

9. Correspondingly, if the shift assigned includes the day of Sunday the shift-worker is entitled to 10% extra remuneration for the hours of work carried out on a Sunday based on normal working hours.

10. Should one or both days, i.e. the weekly day of rest and the non-working weekday day of rest, coincide with e feast day, the worker is entitled to receive – in addition to his/her normal monthly remuneration – an equal number of days remunerated 100%. Furthermore, as an exception to the above, office personnel working on alternating shifts may receive, in place of payment, an extra day of rest, following an agreement with management.

11. Personnel employed on an indefinite contract and full-time, who operate on alternating daytime shifts of more than 16 hours, will be granted an extra day of rest per calendar year.

12. For shift-work personnel, in view of the need to ensure the continuity of operating services, in critical situations there may be a derogation of the provisions of Arts. 7 and 8 of Legislative Decree 66/03. This matter will be monitored following an agreement with the trades union organisations at the local level.

Art. 6. Feast days and weekly day of rest

For the purposes of this contract, the following days are considered to be feast days:
- all Sundays;
- 1 January;
- 6 January;
- Easter Monday;
- 25 April;
- 1 May;
- 2 June;
- 29 June (only for the Municipality of Rome);
- 15 August;
- 1 November;
- 8 December;
- 10 December;
- 25 December;
- 26 December.

2. Mid-week feast days will be paid together with the salary for the month after the month in question.

3. If a feast-day falls during a period of holidays, the day in question is not treated as holiday, and there is no right to any increase or additional remuneration.

ART. 7. Cancelled feast days

1. The treatment covering the feast days referred to in Law 54 of 5 March 1977, as later amended (19 March, Ascension, Corpus Domini, 29 June – apart from the Municipality of Rome, and 4 November) is as follows.

2. Work carried out during the former feast days will be paid normally with the increase envisaged for work carried out during feast days (see Art. 8.4).

3. If a former feast day falls on the two days of rest (weekly or midweek), the employee will receive an additional remuneration of an amount equal to the daily pay.

4. As an alternative to the salary conditions indicated in points 7.2 and 7.3 above and depending on the Airline's technical and operational requirements, the employee may ask for up to five days a year of compensatory paid rest (four days for employees working in the Municipality of Rome). The request must be submitted, under penalty of forfeiture, within the month during which the former feast day falls.

5. In accordance with the Airline's service requirements, the compensatory days of rest indicated in point 4 above may be taken together with the annual holidays.

6. If a cancelled feast day falls during a period of holidays, the day in question will not be treated as holiday, and any increases or additional remuneration are excluded.

7. The former feast days will be paid together with the salary for the month after the month in question.

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

ART. 8. Overtime daytime, feast day and night work

1. The Airline may ask employees to work overtime, i.e. work that exceeds the limits of the normal working hours referred to in Art. 5.1.

2. Overtime feast day work is work carried out on the day reserved for the weekly rest (which usually falls on a Sunday) or on a feast day.
It should be explained that for the purposes of this article, Sundays, or, for shift-workers, the second day dedicated to weekly rest, are feast days, whereas Saturdays or the first day of weekly rest enjoyed by employees following the subdivision of weekly working hours into five days instead of six, will continue to be midweek working days.

3. Overtime night work is held to be work carried out between 8 pm and 8 am the following day.

4. The following increases are due for daytime, feast day and night overtime work:
- overtime daytime work 40%
- overtime feast day work 55%
- overtime night work 55%

5. Overtime work carried out on the first day of weekly rest (so-called midweek), i.e. overtime work arising as a result of distributing working hours over five days a week, is paid with the increase envisaged for overtime daytime work.
However, if this day happens to coincide with a midweek feast day, the employee will be entitled to receive the increase envisaged for overtime feast day work or else ask for a day's compensatory rest.

6. The increase percentages referred to above cannot be added together, which means that the greater increase will absorb the lesser one.

7. An employee who fulfils working duties on the basis of regular periodical shifts, is, during the overnight period, entitled to a 60% increase for the working hours provided during such period.

8. Overtime daytime, feast day and night work must be exceptional. It cannot be considered in normal working hours or follow on without interruption. Furthermore, the airline must ask the employee to do such work at least one hour before his/her hours of duty come to an end.

9. Without prejudice to justified reasons of impediment, the employee cannot refuse to carry out overtime daytime, feast day or night work.

10. If the employee is asked to provide overtime night or feast day work after he/she has left his/her place of work and completed the hours of duty, a remuneration of four hours overtime night or feast day work is due, even if the work rendered is of a lesser duration. A similar treatment will also be granted for overtime daytime work for the benefit of employees operating in airports.
The minimum amount indicated above will be increased to five hours if the requested overtime starts after midnight, provided that the employee is asked to return to duty after leaving his/her place of work and unless it is a question of bringing forward the working hours, in which case the hours actually worked will be treated as overtime night work.

11. The remuneration due for overtime work will be paid with the salary for the month following the month in question.

12. As an alternative to the economic treatment for overtime work, the employee may benefit from compensatory days of rest.
To this end, in the framework of company bargaining and following an agreement with the Trades Union Organisations, an hours bank may be set up and regulated, taking account of the various increase percentages.

ART. 9. Minimum monthly salaries

Salary grades in force from 01/01/2008 and from 01/01/2009:

Grade	Category	01/01/2008	01/01/2009
1S	F-1S	1,274.28	1,303.23
1	F-1	1,188.37	1,215.82
2a	F-2	1,115.67	1,141.87
2b	F-3	1,052.00	1,077.12
3	C-1/CSSA	985.19	1,009.21
4	C-2/OSA	928.61	951.70
5	OS	888.48	910.90
6	C-3/OQA	850.63	872.41
7	0-1/OQ “	790.20	810.92
8	0-2/OC “	789.22	809.90

From 01/01/2010 and with the following start-dates the new minimum monthly salaries will be:

Grade	Category	01/01/2010	01/01/2011	01/01/2012
1S	F-1S	1,327.33	1,369.51	1,417.72
1	F-1	1,238.68	1,278.68	1,324.39
2a	F-2	1,163.68	1,201.85	1,245.48
2b	F-3	1,098.03	1,134.63	1,176.46
3	C-1/CSSA	1,029.21	1,064.21	1,104.21
4	C-2/OSA	970.92	1,004.56	1,043.01
5	OS	929.56	962.22	999.54
6	C-3/OQA	890.55	922.29	958.56
7	O-1/OQ	828.17	858.36	892.87
8	0-2/OC	827.11	857.23	891.65

ART. 10. Seniority increases

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

Livello	Categoria	
1S	F1S	Euro 37.29
1	F1	Euro 34.45
2a	F2	Euro 32.18
2b	F3	Euro 30.47
3	C1-CSSA	Euro 29.33
4	C2-OSA	Euro 27.42
5	OS	Euro 26.65
6	C3-OQA	Euro 25.31
7	O1-OQ	Euro 24.22
8	O2-OC	Euro 22.67

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

ART. 11. Thirteenth and fourteenth monthly payments, sundry allowances, production premium

1. The employee is entitled to a thirteenth and a fourteenth monthly payment (or administrative allowance), each of which is equal to a month's remuneration. The payments in question will be made respectively in December (during the days preceding Christmas) and in June.

If the employment starts or comes to an end in the course of the year, the thirteenth and fourteenth monthly payments will be paid at a level equal to the number of twelfth parts of the monthly remuneration corresponding to the months of service rendered by the employee in the course of the relevant calendar year. In this respect, a fraction of a month equal to or exceeding 15

days will be considered as an entire month, whereas a fraction of a month of less than 15 days will be disregarded.

2. Without prejudice to other more favourable agreements reached at company level, the employee will be entitled to receive a Refreshment Expenses Contribution-REC of € 9.00 for each day of effective presence on duty.
The aforesaid economic treatment will apply when it comes to calculating the ESI, but it cannot be added to the benefits envisaged for personnel on transfer and/or mission and will not produce any effects on calculating the thirteenth and fourteenth monthly payments, the Seniority Supplementary Element, overtime and feast days.
The REC will be annually updated, with effect from 1 July each year, starting in the year 2011, in accordance with changes in consumer prices for families of white-collar and blue-collar workers.

3. For each day of effective presence at the place of work, the Airline will pay the employee a daily allowance of € 4.10.

4. Employees having the qualification and duties of cashier are entitled to receive a money handling allowance at a level of 10% of the monthly tabular minimum and of the cost-of-living allowance of the category to which they belong.

5. Employees who work on alternating shifts are entitled to receive a shift allowance of € 1.00 for each day of effective presence on duty.

6. Employees who provide their working services at the airport are entitled to receive an airport work inconvenience allowance of € 0.52 for each day of effective presence on duty.
This allowance replaces the field allowance.

7. An employee who gets married is granted a marriage premium of € 51.65.

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

Grade	**Category**	
1S	**F1S**	**€ 326.95**
1	**F1**	**€ 322.06**
2a	**F2**	**€ 317.91**
2b	**F3**	**€ 314.24**
3	**C1-CSSA**	**€ 288.13**
4	**C2-OSA**	**€ 284.95**
5	**OS**	**€ 282.50**
6	**C3-OQA**	**€ 280.94**
7	**O1-Oq**	**€ 248.45**
8	**O2-OC**	**€ 248.45**

The aforesaid figures (apart from the initial amount of € 22.59) will only be paid for the days of effective presence and also for days of absence caused by an accident at work, hospitalisation or convalescence following hospitalisation without interruptions, serious pathologies, union leave and holidays.
The sums not paid to absent workers will be paid by the company into a special fund, which will be managed and used solely for social or welfare purposes for the benefit of the employees, with the agreement of the Trades Union Organisations.

When effectively disbursed, the SFE will be determined according to the criteria that currently apply for the salary components that have contributed towards it. It will only be paid, following the procedures currently envisaged, to personnel on the payroll recruited on an indefinite contract until 30/09/2000.
For personnel recruited after 30/09/2000, as from 01/10/2004 the previous "FAIRO premium" will be progressively reconstructed on an annual basis and at annual amount corresponding to 12.50% of the sum currently disbursed at the same grade.
This provision will only come into effect two years after the event, at any companies that may have applied collective personnel reductions involving dismissals.
With effect from 09/12/2004, for all newly recruited employees the SFE will be paid after they have completed 24 months of service, in five tranches falling due annually, based on the date of recruitment, at a rate of 20% of the amounts indicated in the table of Art. 11.8 of the FAIRO NCLA at the same grade.
The Parties signing this renewal of the NCLA agree that the dynamics of progression of the S.F.E. system is to be frozen for twelve months from 1st July 2010.
For newly recruited employees, the economic value of this element will be 50% of the current value.

ART. 12. Reimbursement of transport expenses

1. Personnel operating at city offices will be paid the equivalent of the monthly subscription to public surface transport for the entire urban network.
It should be explained that, if in future it were not possible to separate the public surface transport subscription from the underground subscription. the single all-in subscription will be granted.

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

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

ART. 13. Elements and calculation of the remuneration

1. Without prejudice to cases in which other arrangements have been reached, the monthly salary consists of:
a) salary (monthly tabular minimum)
b) seniority increases;
c) absorbable personal cheque, if any;
d) merit cheque, if any;
e) Airline cheque;
f) cost-of-living allowance (frozen as of 31.12.1992).

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

3. The merit cheque rewards the worker's ability and performance and cannot be absorbed.

4. The airline cheque is the amount in excess of the monthly tabular minimums and cannot be absorbed.

5. The cost-of-living allowance (frozen as of 31.12.1992) is as follows:

Grade	**Category**	
1S	**F1S**	**€ 536.87**
1	**F1**	**€ 533.28**
2a	**F2**	**€ 530.22**
2b	**F3**	**€ 527.52**
3	**C1-CSSA**	**€ 524.52**
4	**C2-OSA**	**€ 522.31**
5	**OS**	**€ 520.51**
6	**C3-OQA**	**€ 518.89**
7	**O1-OQ**	**€ 516.37**
8	**O2-OC**	**€ 514.04**

6. The monthly remuneration is based on normal working hours.

7. The daily quota is obtained by dividing the monthly remuneration by 22. The hourly quota is obtained by dividing the monthly remuneration by 165.

8. The remuneration will be paid no later than the end of the month in question, and a specific description will be provided of all the elements by which it is formed.

9. In the event of a delay exceeding 10 days in paying the remuneration, on sums not paid the worker will accrue default interest at the legal rate plus

2%. Default interest will start to run from the day after that on which the worker should have received the payment. If the delay is more than one month, the worker may terminate his/her employment.

10. If there is any disagreement as to the amounts due, the worker will in any case be entitled to receive the undisputed part of remuneration.

11. The monthly withholdings covering indemnification of damages may not exceed 20% of the remuneration.

12. Airline cheque
With effect from 01/01/1994, the following monthly amounts are paid.

Grade	**Category**	
1S	**F1S**	**€ 118.79**
1	**F1**	**€ 108.46**
2a	**F2**	**€ 100.71**
2b	**F3**	**€ 95.03**
3	**C1-CSSA**	**€ 91.67**
4	**C2-OSA**	**€ 88.31**
5	**OS**	**€ 85.22**
6	**C3-OQA**	**€ 82.63**
7	**O1-OQ**	**€ 74.89**
8	**O2-OC**	**€ 74.89**

13. With effect from 01/01/1993, the SER (Separate Element of Remuneration) of € 10.33 per month is introduced. This element is not a part of the remuneration but only considered to apply for the purposes of the ESI and the 13th monthly payment.

ART. 14. Supplementary seniority element

1. The supplementary seniority element (SSE) will start to accrue, for newly recruited employees on indefinite contracts, after 24 months of service.

2. This element is equal to 7% of the monthly remuneration, as defined in Art. 13.1, but not including the cost-of-living allowance, and is paid for 13 monthly payments, in accordance with current rules and without prejudice to any more favourable conditions existing at individual airlines.

3. THE SUPPLEMENTARY SENIORITY ELEMENT will be paid once a year, together with the salary for the month of September. It will not be subject to contributions and withholdings payable by law. It will not be a part of the remuneration, but will be included in calculating the ESI (Employment Severance Indemnities).
In the event of the employment being terminated, the worker will be entitled to receive amounts corresponding to the accrued SSE that have not yet been paid.

ART. 15. Holidays

1. Personnel are entitled to a period of holidays of 22 working days, or fractions, for each year of service. For the first year of service, the period of holidays is set at 21 working days, or fractions. A fraction of a month equal to or greater than 15 days is treated as an entire month.

2. The period in which the holidays are taken, pursuant to Art. 10 of Law 66/03, as amended, will be decided by the employer, who in this respect will take account of any preferences shown by the workers, depending on company requirements.

3. Holidays may not be granted during the period of advance notice. Regardless of the reason why the employment is being terminated, therefore, the employee will be entitled to payment of any holidays that have accrued and not been taken, following the calculation criteria indicated in point 1, and this will apply for the purposes of calculating the ESI.
As an exception to the above, holidays may be taken even during the period of advance notice if the employee submits a specific request in writing to this effect.

4. An employee who is required to return to duty during the period of holidays is entitled to the mission allowance, both on returning to the office and also on returning to the place where he/she was spending his/her holidays. The days reserved for the aforesaid transfers will not be treated as holidays.

5. In the event of illness or accident equal to or exceeding three days, the holidays will be interrupted and any holidays not taken will be reallocated, provided that the employee has promptly notified the airline of the event giving rise to the interruption and has sent the required medical certificate in accordance with the procedures and terms indicated in Art. 19.6 below.
The airline's right to carry out the checks envisaged by law remains unaffected.

6. The employee may ask to benefit – in place of one day of holiday each year – from periods of paid leave, which must however not have a duration of less than sixty minutes.

7. Workers engaged in continuous and alternating 24-hours shifts may benefit – upon request and during the span of each working year – from two days of paid leave. The days in question will be granted to each shift-worker on the basis of the months of service rendered, with the calculation being made in twelfths. As far as fractions of less than an entire day of leave are concerned, the relevant payment will be made.

8. A period of unpaid leave may be granted to personnel at the Airline's discretion, but only for serious and proven reasons.

9. An employee who gets married will be entitled to a paid leave of 15 calendar days as of the date of the wedding, as provided by the law.

ART. 16. Missions

1. The rules contained in this article only apply if there is no relevant airline procedure established by the parent company. Other situations will be open to discussion, at company level, with the Trades Union Organisations which have signed the NCLA.

2. As well as having the ticket paid or the relevant amount reimbursed, after presenting the necessary supporting documents personnel on mission are entitled to reimbursement of food and accommodation expenses, increased by 2% to cover ancillary costs that cannot be documented.
On the days of departure and return, the employee is entitled to receive reimbursement for breakfast, lunch and dinner, provided that the departure or return is before or after 8.00 am, 1.00 pm and 8.00 pm, as the case may be.

3. Personnel sent on a mission are entitled to receive a reasonable advance to cover food and accommodation expenses.

4. If the employee is sent on a mission in order to take part in training courses, which last more than seven days, the period and dates must be agreed with the employee himself/herself.

5. For the purposes of this article, even a mere temporary move away from the place of work to another Municipality located away from that in which the work is normally carried out is considered to be a mission or transfer.

ART. 17. Transfer

1. No allowance will be due if the transfer takes place in the framework of the same region as that in which the employee normally carries out his/her work, in that he/she belongs to the same production unit, provided that the transfer does not involve changing residence.

2. Without prejudice to the above, if an employee being transferred who has family living together in his/her charge, he/she is entitled to:

(a) an advance notice of 20 days;
(b) reimbursement of documented travel expenses for himself/herself and for family members living with him/her and in his/her charge, such reimbursement being restricted to the spouse or partner *more uxorio*, descendants, ascendants and close relatives up to the second degree;
(c) reimbursement of moving expenses, duly authorised in advance by the airline;
(d) a transfer allowance equal to ten days' all-in basic pay (minimum rates, cost-of-living allowance, airline cheque).

3. In the event of an employee being transferred who does not have family living together in his/her charge, he/she is entitled to the following treatment:

(a) an advance notice of 15 days;
(b) reimbursement of documented travel expenses;

(c) reimbursement of moving expenses duly authorised in advance by the airline;
(d) a transfer allowance equal to ten days' all-in basic pay (minimum rates, cost-of-living allowance, airline cheque).

4. If the above advance notice terms are not observed, the employee is entitled to receive a substitutive allowance double that of the advance notice.

5. An employee who, on account of the transfer, has to pay a penalty due on early termination of a lease, is entitled to receive a reimbursement corresponding to three months' rent, after presenting the duly registered lease and documentation certifying the payments made to the landlord.

6. An employee who is dismissed, for reasons not based on just grounds or on a justified subjective motive, within one year of the transfer applied with payment of the allowances indicated in points 2 or 3 above, is entitled to receive reimbursement of the expenses indicated in points b) and c) of the aforesaid points, provided that the employee produces evidence of the fact that he/she has renewed the original residence.

7. Unless otherwise envisaged (e.g. as in the case where in the letter of recruitment the airline reserves the right to freely transfer the worker) and, of course, without prejudice to technical, organisation and production reasons, an individual transfer cannot be ordered without the consent of the person concerned. Any situations that give rise to ensuing organisational problems will be discussed with the Union Company Delegations.

ART. 18. Uniforms and working clothes

1. Employees are under a duty to wear the uniforms provided by the airline or any working clothes and protection devices that may be required by the type of work, also in accordance with Legislative Decree 81/2008 on matters of hygiene and safety in the workplace and the fitness of the premises, as later amended.

2. Failure to observe the conduct indicated in point 1 above will give the Airline the right – after raising the matter and bearing in mind its gravity – to adopt disciplinary measures against the worker.

ART. 19. Illness

1. In the event of illness, the employee will be guaranteed his/her job for the ensuing maximum period of 12 months (so-called period of respite).

2. For the purposes of calculating the duration of the illness for the respite, the number of days of illness are added together, over a period of three years to be calculated in reverse.

3. In the event of illness or accident, the employee will be guaranteed an economic treatment equivalent to:
- 6 months on full pay;
- 6 months on 50% pay.

The economic treatment described in this article cannot be added to that disbursed by INPS, and it is understood that the airline will make up for the difference, where appropriate.
In the event of several non-continuous episodes of illness, when it comes to calculating the economic treatment in case of illness or accident referred to above, account will be taken of the days of illness and/or accident in aggregate over the previous three years.

4. An employee who receives notice of withdrawal on account of the period of respite being exceeded will be entitled to receive the allowance in lieu of advance notice.

5. During absences due to illness, the employee is not entitled to receive the following allowances:
a) refreshment expenses contribution;
b) daily allowance;
c) allowance for airport work inconvenience;
d) daily quota of the S.F.E.(Separate Fairo Element);
e) shift allowance;
and any other allowance linked to the effective presence in the workplace.

6. In case of illness, and barring cases of force majeure, the employee is obliged to immediately inform the airline, also by phone, and send it the required medical certificate by registered letter with acknowledgment of receipt, delivered to the post office not more than two days after the start of the absence or its continuance.
The employee will be exempted from sending the employer the certificate if the doctor has arranged to send the letter in question to INPS via computer.

7. In accordance with the relevant mandatory rules and regulations, the airline may arrange for the state of illness to be checked by the relevant inspection services.
An employee absent due to illness must, from the first day of absence from work, be present at the domicile notified to the airline for the entire period of duration of the absence, including feast days or rest days, from 10 am to 12 am and from 5 pm to 7 pm. The employee is under a duty to inform the airline in advance if, for any proven necessities, he/she is forced to leave his/her domicile during the aforesaid intervals of time and to notify any changes of domicile that may arise during the absence.

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

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

ART. 19 Bis

Accident at work and occupational illness

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

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

ART. 20. Insurances

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

2. The airlines may envisage private insurance policies for their employees who are not obliged to take out insurance with INAIL. The maximum insurable sums are established at company level, but they must not be lower than the amounts envisaged by INAIL itself.

3. An employee, who for reasons of service travels on scheduled aircraft of the airline for which he/she works, must be insured against the risks of flying just like all other passengers. This will not apply if the employee, for reasons of service, travels on scheduled aircraft of other airlines which insure passengers against the risks of flying.

On the other hand, in the case of an employee who travels on aircraft of airlines which do not insure passengers against the risks of flying, he/she – if authorised to travel by the Airline by which he/she is employed - must be insured within the limits contemplated by the international rules currently in force.

4. An employee who is asked to take part in test or trial flights must be insured in accordance with the provisions of point 1 above.

ART. 21. Military service

1. If workers are called or recalled to military service, this will not lead to termination of their employment. The worker is entitled to preserve his/her job until one month after the cessation of the military service.

2. For seniority purposes, the period of military service will be considered as having been spent on duty.
As far as anything not envisaged in this article is concerned, the laws currently in force will apply.

ART. 22. Company rules and employees' obligations

1. Absences must be notified immediately and justified within the following day, barring cases of grave impediment. In cases of absences due to illness or accident, the rules set out in Art. 19, points 6 and 7, will apply.

2. During working hours, the employee may not leave the workplace without the authorisation of his/her direct superior. Likewise, he/she may not remain in the workplace beyond working hours, unless authorised to do so.

3. The employee must adopt a disciplined behaviour and comply with the duties inherent in fulfilling the responsibilities assigned to him/her. More specifically, he/she must:
a) strictly observe the working hours and meet the formalities prescribed by the airline in respect of monitoring attendances;
b) render his/her work services diligently and assiduously, in full compliance with this contract and with company dispositions, and follow the orders of his/her hierarchical superiors;
c) not carry out any activities that are in competition with that of the Airline, not divulge news concerning the organisation and its methods of operation or use such information in such a way as to cause damage to it;
d) look after the rooms, objects, machinery and instruments assigned to him/her;
e) adopt a behaviour compliant with the obligations laid down by internal rules also when it comes to using the internet, the email and the company benefits allocated to him/her (e.g. mobile phone, credit card, company car).

4. The employee is not allowed to:
a) use equipment, machines or instruments that have not been allocated to him/her;

b) make changes or cancellations to his/her own attendance card or that of others, or to other systems monitoring working hours;
c) smoke in the company's premises, hangars, workshops, warehouses, aircraft or near to them;
d) proceed without authorisation to collect money or signatures or to sell tickets and objects while on duty.

ART. 23. Disciplinary penalties

1. The worker's failure to comply with obligations arising under this contract, with company rules and practice or with laws and rules laid down in codes of law, will be punished as follows, depending on their gravity:

A Verbal reprimand;
B Written reprimand;
C A fine of an amount not exceeding three hours' remuneration;
D Suspension from work and remuneration for a maximum period of 10 days;
E Dismissal with advance notice, receiving employment severance indemnities;
F Dismissal without advance notice, but receiving employment severance indemnities.

2. The shortcomings must be raised with the persons concerned, in such a way as to enable them to provide elements of justification before the disciplinary measure is adopted. The contestation – apart from the penalty envisaged in letter a) of point 1) above – must be notified in writing. The persons concerned may submit their justifications in writing within five days of receiving the contestation. Once the above term has passed, the airline may proceed to adopt the disciplinary measure. The employee is entitled to be assisted, for the purposes of justifying himself/herself, by a Representative of the Trades Union Organisation to which he/she belongs or to whom he/she grants a power of attorney, as envisaged in Art. 7 of Law 300/700.

3. The suspension or fine will be adopted not only in respect of sufficiently serious shortcomings, but also in the event of reiterating less significant shortcomings which have been punished several times in the course of a year with a fine or a verbal or written reprimand. By way of example, the following shortcomings are punishable with either a fine or suspension:

a) Unjustified absence from work;
b) Violation of obligations concerning the notification and justification of absences, in accordance with the rules set out in Arts. 19.8 and 22.2;
c) unjustified abandonment of the workplace;
d) unjustified absences during the medical checks indicated in Art. 19.8;
e) starting work late, leaving work early or stopping work without a justified reason;
f) negligence in rendering his/her services at work;
g) negligent damage to the Airline's property, involving damage of slight value;

h) other violations of the company rules indicated in Art. 22;
i) carrying out work of a minor entity - either in his/her own right or on behalf of others and even if not for purposes of profit - at the Airline's premises, outside working hours;
l) minor insubordination to superiors.

4. Dismissal with advance notice will be adopted in connection with more serious shortcomings than those indicated in point 3) above, which are not so serious as to warrant the penalty indicated in point 5). By way of example:

a) negligent damage to the Airline's property giving rise to damage not of slight value;
b) doing work not of a minor entity at the Airline's premises, either in his/her own right or on behalf of others, and using the material of the Airline;
c) brawl at the workplace;
d) abandonment of the workplace by personnel who have been specifically entrusted with duties of surveillance and control;
e) unjustified absences for more than four consecutive days or unjustified absences repeated for three times in a year, occurring on days which immediately precede or follow feast days or the period of holidays;
f) a sentence of imprisonment following a final judgment for behaviour adopted by the employee not in connection with carrying out his/her work, compromising the employee's moral standing;
g) reiteration of any of the shortcomings indicated in point 3) above, in cases where at least two suspension measures have been inflicted in the last 18 months.

5. Dismissal without advance notice, i.e. on just grounds, will apply to employees who (i) have committed shortcomings which are so serious that they cannot even temporarily continue in their employment or which cause the Airline serious moral or material damage or (ii) commit, in the course of their employment, acts configuring criminal offences according to the law. By way of example:

a) serious insubordination against superiors;
b) theft in the Airline's premises;
c) theft of documents, machines, utensils or other chattels of the Airline;
d) intentional damage to the Airline's property;
e) abandoning the workplace, in such a way as to jeopardise the safety of persons and the security of equipment;
g) doing work not of a minor entity at the Airline's premises, without permission, either in his/her own right or on behalf of others, with or without using the Airline's material;
h) smoking in places where this might jeopardise the safety of persons and the security of equipment;
i) serious actions which might cause serious financial or moral damage to the Airline.

ART. 24. Advance notice and resignation

1. In the event of withdrawal by the Airline, the terms of advance notice are as follows: 20 days for each year of service, with a minimum of two months and a maximum of eight months for executives (grades F3/F2/F1/F1S), and with a minimum of one month and a maximum of seven months for all other categories of workers.

2. The terms of advance notice referred to in point 1) will be reduced by a half in the event of the worker's resignation.

3. The duration of the advance notice is based on calendar days. An uncompleted year of service is calculated in terms of twelfths, with a fraction of a month of 15 days or more being reckoned as a whole month and with fractions of less than 15 days being disregarded.

4. The period of advance notice starts to run from the first day of the following month if the withdrawal is notified between day 16 and the last day of the month or else from the sixteenth day, if the withdrawal is notified between day 1 and day 15 of the previous month.

5. Advance notice is not due in cases where the withdrawal is based on just grounds, pursuant to Art. 2119 of the Civil Code.

6. In case of the employee's death, the advance notice allowance will be paid to his/her heirs, in accordance with Art. 2122 of the Civil Code.

7. The Airline is entitled to exonerate the employee, either in whole or in part, from working during the period of advance notice, paying the employee the relevant substitutive allowance.

8. If the employee fails to observe the period of advance notice to which the Airline is entitled either in whole or in part, the Airline may charge the relevant indemnity against the employment severance indemnity due to the employee.

8bis. If the employer terminates the employment without observing the terms of advance notice, it will be under a duty to pay the employee an indemnity equal to the amount of remuneration due for the period of advance notice not worked.

9. The party entitled to receive the advance notice may waive it either in whole or in part.

10. The allowance in lieu of advance notice will be calculated on the basis of the same elements as those considered for the purposes of calculating the employment severance indemnities.

11. During the period of advance notice, the Airline will, depending on its corporate requirements, grant unpaid permits so that the employee can look for other employment.

12. In case of dismissal, the period of advance notice – even if replaced by the relevant allowance – will be reckoned in the seniority of service.

13. The dismissal or resignation must be notified in writing.

ART. 25. Employment severance indemnities

In the event of termination of the employment, the worker is entitled to receive – for the period going from the date of recruitment and until 31/05/1982 – a seniority allowance equal to one month's remuneration for each year of service – not including the cost-of-living allowance with effect from 01/02/1977 – increased by amounts accrued on the thirteenth monthly payment, the administrative allowance and any other ongoing dues or dues of a determined amount that come within the regular remuneration.

2. The rules established in Legislative Decree 252/2005, as later amended, and in the implementation decrees, will apply to employees who have chosen, albeit tacitly, to agree to a form of supplementary social security, and this will also apply to requests for advances.

3. The amounts due in the event of termination of employment must be paid by the end of the month following the date on which the employment came to an end. The worker will receive a table containing an indication of the elements forming his/her severance indemnities, duly signed and sealed by the relevant office.

4. The relevant rules of the civil code and of laws regulating the subject-matter will apply to employees who have chosen to keep their severance dues at the company. This will also apply to advances, which continue to be regulated by Art. 2120 of the Civil Code and by the agreement reached between Fairo and the Trades Union Organisations on 9.3.1983.

ART. 26. Death of the worker

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

Art. 26/bis Transfer of the Company

As far as the transfer and discontinuance of the Company are concerned, the provisions of Art. 2112 of the Civil Code will apply.

Art. 27. More favourable conditions

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

Art. 28. Joint commissions

The Joint Commission formed by 8 members, 4 of which designated by FILT/CGIL, FIT/CISL, UILTRASPORTI and U.G.L. Trasporti and 4 by FAIRO, is hereby confirmed. The Commission has the task of examining and settling only disputes of interpretation that may arise in the course of enforcing this contractual agreement and for its duration. The examination of the disputes will be carried out at the request of any of the parties, simply by requesting a meeting, which must take place within 15 days of submitting the request and be completed in 30 days. The Trades Union Organisations undertake not to take legal action during the time envisaged for completing the Commission's tasks.

Art. 29. Cadres

1. In accordance with the provisions of Art. 2 of Law 190 of 13.05.1985, CADRES are considered to be workers classified in category F1/ S grade 1/S.
Without prejudice to contractual regulations that apply to the category of white-collar workers and to the point raised in the note appearing at the foot of this article, it has been agreed as follows:

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

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

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

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

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

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

Note
The restrictions on working hours pursuant to Art. 17, par. 5, of Legislative Decree 66/2003, do not apply to employees who are granted the category of Cadre.