Country report: Italy

1. Introduction

In 2006 Italy’s national debt was 106 per cent of GDP, which further deteriorated during the crisis and related response measures. In the period 2008–2013, Italy’s economy shrank by 7.5 per cent and its population became significantly poorer, with average incomes (GDP per capita) going back 18 years to 1996 levels. More than 450,000 jobs were lost and, one after another, Italian governments introduced innumerable measures to respond to the crisis. In 2015, Italy was one of the largest euro-zone debtors with a gross debt of 133 per cent of annual GDP, while the unemployment rate stood at 11 per cent.¹

In recent years, Italy’s economic difficulties have been accompanied by considerable political instability and some social unrest. Particularly in 2012 and 2013 Italy experienced a multitude of popular protests and even some violent clashes.² The country found itself in a dire situation of financial emergency, when the Berlusconi IV government resigned on 12 November 2011 following complete political impasse. After only two days of consultations with political and social groups, and without elections, on 16 November Professor Mario Monti (who was recently nominated Senator-for-life based on Article 59.2 of the Constitution), presented the new members of a ‘technocratic’ government, all external to the political parties. Monti held the office of prime minister for little over a year, announcing his resignation on 8 December 2012 (to follow after the approval of the Stability Law³). In that year, the government undertook a major labour market reform (see below) as part of broader efforts to stabilise the country’s financial situation and economic prospects. The national elections in February 2013 produced rather complex results. Eventually, a bi-partisan government (coalition between centre-left and centre-right) was formed by Enrico Letta and took office on 28 April 2013. Under Letta, for the first time Italy had a large coalition government, which soon announced it would be revisiting the labour market reforms introduced by the Monti government. Due to tensions in the Democratic Party’s leadership over the course of reforms a year later, Letta resigned on 14 February 2014 and President Napolitano called upon Matteo Renzi to form a new government, which has been in office since 22 February 2014. At the top of Renzi’s agenda was a major labour market reform considered long overdue to improve the state of the Italian economy.


² A number of protests against austerity measures, cuts in public spending and precarious work have taken place in Italy since 2008. At times, protesters directly contested the EU’s ‘we protest against the Treaties and the dictat of the European Union’. The German embassy was attacked. In November 2012, protests in 87 Italian towns and cities saw some violent clashes between protesters and the police. Earlier that year, students protested in various cities ‘against the government and the European Union, which together deprive millions of young people of the right to education, employment and the future’. Ivanković Tamamović (2015).

³ On 24 December 2012, the Parliament adopted the State Budget Act, no. 228/2012 – in view of the crisis response measures it included, it was entitled the ‘Stability Act 2013’, dealing with both the annual and multiannual allocation of public resources.
2. The 2009 reforms of the collective bargaining system

Since 2009, Italy has undergone a substantial overhaul of its collective bargaining system. While formally aiming to safeguard the country’s traditional two-level structure of collective bargaining (envisaging sector-wide collective agreements continuing to serve as a minimum rights threshold within sectors and at national level), the adopted changes imply an incremental strengthening of the second level of collective bargaining, at intra-company or territorial level. In particular, from 2011 onwards both the government and the social partners undertook steps to bring about a pronounced decentralisation of the negotiating system by conferring on company agreements the option of derogating from the standards of protection laid down in the applicable national sectoral agreement – including those to the workers’ detriment. On 14 September 2011, the Italian Chamber of Deputies approved a new budget austerity plan which includes as its main innovation with regard to industrial relations/labour law the possibility to derogate, by company agreement, from conventional and statutory provisions, including those governing lay-offs. This relates to Article 8 of Law Decree No. 138 of 12 August 2011 (converted into Law No. 148/2011 by means of a vote of confidence) which allows company or regional local agreements to derogate from national laws and collective agreements. It has now been further clarified. The following features ought to be highlighted:

- The conclusion of such special agreements is allowed in order to ‘increase employment, improve the quality of employment contracts, put a stop to illegal labour, increase competitiveness and pay, manage industrial and employment crises, and encourage new investments and the start of new activities’. As for the signatory parties to the agreement, whereas previously the rather vague expression ‘union representation structures operating in the company’ was used, this has now been replaced by ‘trade union organisations operating in the company following existing laws and interconfederal agreements’. This makes it at least more likely that the creation of fictitious trade unions in companies will be prevented.
- These special derogative agreements are to be valid for all the workers concerned, provided that they were signed by a majority of the union organisations thus defined. These agreements may affect ‘all aspects of labour organisations and production’, including ‘recruitment modalities and the regulation of the working relationship’, as well as the consequences of the termination of the employment relationship, except for discriminatory layoffs.
- This new Article 8 allows proximity bargaining to opt out on several issues, provided the resulting agreement still conforms to the Italian Constitution, EU norms and international requirements. The issues include: working hours; workers’ tasks and job classification; fixed-term work contracts, part-time contracts and temporary agency work; audio-visual equipment and the introduction of new technologies; hiring procedures; the regulation of freelance work; the transformation and conversion of employment contracts; and firing employees, with some exceptions (such as discriminatory firing, pregnant workers, mothers with babies under the age of one, firing during matrimonial leave or firing those who have requested parental or adoption leave).

This clarification of Article 8 has to be read in conjunction with the adoption on 28 June 2011 of an interconfederal agreement which defined the criteria for union representativeness and the universal validity of company agreements approved by a majority of unions and extended the possibility of derogating from national collective agreements at company level. The main objective of this 2011 interconfederal agreement was to ensure the further development of company-level bargaining and, except for the possibility of derogatory company agreements, it ensured the universal validity of company agreements. In contrast to previous regulations, for companies with rappresentanza sindacale aziendale (‘union representation bodies’ – RSAs) based on Act No. 300/70, the company agreement would now be valid for all employees – instead of being binding only for the members of the signing unions – if the company

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4 On 22 January 2009, the Tripartite Agreement for the Reform of Collective Bargaining was signed, however, without the participation of CGIL (General Confederation of Italian Workers) due to its opposition in principle to the government’s anti-crisis measures. The new rules intended to formally safeguard the two levels that have traditionally characterised the structure of collective bargaining in Italy. The applicability of that agreement was fixed at three years for the normative and economic parts.

5 Baylos, Castelli and Trillo (2014).
agreement was approved by a majority of RSA members. Based on the interconfederal agreement, the RSAs would be appointed for a three-year term. Agreements approved by RSAs would only be subject to a workers’ vote if at least one of the organisations signing the interconfederal agreement or at least 30 per cent of workers in the company request it within 10 days of the signing of the agreement. The agreement may be rejected by a simple majority of voters.

However, the legislative interference by means of Decree-Law 138/2011 (which was to become Law 148/2011, of 14 September), known as ‘Sostegno alla contrattazione collettiva di prossimità’ (Support for local collective bargaining), merely contributed to the interpretative problems. Thus, Article 8 of that standard allows local collective bargaining – either intra-company or territorial – to deviate not only from what is set out in the applicable state-wide sectoral agreement, but also from what is prescribed in the law itself, thus opening the door to a substantial restructuring of the whole labour law system.\(^6\)

Decree No. 138, furthermore, lays down new rules for internships, in particular to avoid excessive resort to internships. Article 11 establishes a uniform rule whereby internships can no longer exceed six months and will only be open to secondary-school or college graduates within 12 months of their graduation.

Almost immediately after it was installed the new Monti government – which succeeded the Berlusconi government – clashed with the trade unions because of its proposed austerity measures. Apart from raising the retirement age for both men (to 66) and women (to 62, but rising gradually to 66 by 2018) from 2012, the new government also announced a reform of the Labour Code (in particular with regard to labour relations) and measures to ‘move the centre of gravity of collective bargaining towards the workplace’. Similarly, the next increase in the retirement age in Italy is planned for 2021, when it will increase from 66 to 67 years of age. In Italy, where early retirement can be obtained, regardless of age, with little over 42 years of contributions for men and 41 years of contributions for women, early retirement is also being rendered less attractive. Hence, workers who decide to take advantage of an early retirement pension before 62 years of age will have the amount of their pension reduced by 1 per cent for each of the two years before 62 and by 2 per cent for each year before 60.

In Spain, Italy and Ireland austerity measures are causing many problems to the pension system, including exacerbating catastrophic pension shortfalls, reducing the future credibility of the system and undermining public confidence in the security of the financial system. In Italy, it is foreseen that today’s young people might find it necessary to take out a complementary retirement pension plan.\(^7\)

The National Economic and Labour Council (CNEL) was reformed by a Decree of 22 December 2011. As part of its restructuring its membership has been reduced without respecting proportionate social partner representation. The new total membership is 10 economic, social and legal experts, 22 members representing employees (instead of 44), nine members representing self-employed workers (instead of 18) and 17 employers’ representatives (instead of 37).

### 3. The 2012 reform of the labour market

Following the European Commission’s country-specific recommendations, Italy has not only undergone several government changes but also further substantial modifications to its individual and collective labour laws.

As part of the reform of Italian labour law, the Minister of Labour announced the possibility of reviewing Article 18 of the Workers’ Statute so that employers could rehire any worker proved to have been dismissed without just cause. This led to a conflict between the Monti government and the trade unions. There was ‘informal’ bilateral consultation with the social partners in early January 2012, as a preliminary to a tripartite meeting with the social partners. Trade unions remained very sceptical about what has been seen as an economic manoeuvre on Monti’s part and have established a joint platform to emphasise their joint

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\(^6\) Baylos, Castelli and Trillo (2014).
\(^7\) Based on a stakeholder interview, Director of the Ministry of the Economy and Finance, October 2014.
demands, in particular to reduce precariousness in employment and to make flexibility more expensive for employers and therefore less appealing.

Following the legislative proposal by the Monti government in April 2012, the Italian parliament approved the Act on Reform of the Labour Market from a Growth Perspective, No. 92/2012, on 28 June 2012 by a vote of confidence. It entered into force on 18 July 2012. In response to criticism of the law by employers’ and employees’ organisations, the government put forward some amendments shortly afterwards. These were included as Article 46-bis of another act passed by another vote of confidence in the Italian National Assembly on 3 August 2012, No. 134/2012. This Act is considered to form part of a comprehensive strategy, launched in 2011 when the government took office, to adapt the Italian labour and social security law system to the challenges of the economic and debt crisis. The reform’s aim was to create an inclusive, dynamic and efficient labour market to stimulate employment and economic growth, and substantially to reduce the unemployment rate.

It is certainly no coincidence that this echoes the European Employment Strategy and related crisis-response measures proposed within the framework of the European Semester. In early 2012, Italy was among the countries that were subject to further analysis by the European Commission, based on a report on the alert mechanism between Member States. On 14 February 2012, the Commission adopted conclusions regarding the National Reform Programme of Italy in 2012 as a basis for its Country-Specific Recommendations for that year. This Reform Act No. 92/2012 covered the Commission’s recommendations 3, 4 and – partially – 5. In pursuit of the abovementioned ambitious goal, the Act was based on a number of principles professedly to improve the functioning of the labour market and enhance companies’ competitiveness. Consequently, concrete measures were adopted covering the following aspects:

- types of contract (notably fixed-term contracts, placement contracts, apprenticeships, part-time, on-call and project work, coordinated self-employment and other types of self-employment activities, joint ventures with working partners, accessory work and internships);
- dismissal law (including, the rules on individual dismissals, collective redundancies and introducing a special judicial procedure for disputes related to dismissals);
- unemployment benefits (introduction of the Assicurazione Sociale per l’Impiego [ASpI] and mini-ASpI) – that is, ‘social insurance for employment’, providing unemployment benefits for coordinated self-employed workers excluded from the ASpI and for the withdrawal of unemployment and social security benefits as accessory penalty in case of a criminal offence);
- on-the-job protection, including the extension of the Cassa integrazione guadagni straordinaria (CIGS), the extraordinary wage integration fund aimed at avoiding the dismissal of workers in case of reduction of working time due to restructuring, and, for workers not covered by the CIGS, introduction of the Cassa integrazione guadagni ordinaria (CIG), the ordinary wage integration fund, on the basis of which collective agreements can establish insurance-based bilateral solidarity funds;
- measures in favour of disadvantaged workers (namely, elderly workers, workers with parental commitments, the disabled and non-EU nationals);
- active labour market policies and employment services (an incentive-based reform targeted at the regions to improve their public employment services and opportunities for job creation);
- lifelong learning (aimed at guaranteeing the fundamental and universal right to lifelong learning based on a three-year action plan designed to re-allocate and re-align administrative, institutional and social partners’ responsibilities and resources, based on the determination of formal, non-formal and informal ways of learning); and

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8 These principles included (a) favouring the establishment of stable work relationships, above all of a subordinate nature and of indefinite duration (the so-called ‘dominant contract’); (b) deeming apprenticeship to be the most important form of access to the labour market; (c) redistributing in a more equitable way protection on the job by fighting improper use of flexible contracts and by adapting dismissal law to the new legal and economic environment; (d) directing active labour market policies towards strengthening employability; (e) fighting abuse of (self-employed) contractual instruments as a means to circumvent social security contributions and fiscal responsibilities borne by employers; (f) promoting the active participation of women in the labour market and supporting elderly workers who have lost their job; and (g) enhancing workers’ involvement with a view to increasing companies’ competitiveness.

9 The new Article 18 established three different regimes for the nature of the unlawful dismissal: (a) discriminatory dismissal; (b) disciplinary dismissal (just cause or subjective reasons); and (c) economic dismissal (objective reasons or economic reasons).
workers’ involvement (preparing for the adoption of legislative decrees to stimulate and rationalise workers’ involvement in company management, for example, by (i) imposing on the employer information, consultation and (even) negotiation duties; (ii) establishing joint monitoring procedures or bodies to verify the fulfilment of the company’s commitments; (iii) establishing joint participation and monitoring bodies dealing with health and safety, work organisation, professional training and so on; (iv) establishing profit- and capital-sharing schemes; (v) enabling the participation of workers as full members in the supervisory body in stock companies or in Societas Europaea (European Companies or SEs), both employing more than 300 workers and structured according to the dual model of governance; and (vi) providing privileged access for workers to company stocks, capital and stock options).

In this context, the most crucial amendments to the Reform Act No. 92, added in August 2012 by Act No. 134, include:

– the possibility to use temporary agency work on an indefinite basis in all productive sectors on condition that the user firm employs at least one apprentice (amending Legislative Decree No. 276/2003); and
– the introduction of regulation of the work relationship of self-employed persons with a VAT number (partite IVA) and relaxing the conditions under which such relationships are regarded as coordinated work.


Despite subsequent changes in leadership – as the country’s economic difficulties were accompanied by considerable political instability and some social unrest, including widespread protests against the reform measures – the Italian government has largely stayed its course in its crisis response endeavours in the area of labour market reform. The major reform in 2012 indeed laid the strategic groundwork for more far-reaching changes in the following three years in response to continuing severe financial and economic hardship. The infamous ‘Jobs Act’ introduced another sea change in Italy’s labour law system two years later. The government drew up the corresponding proposal by Law Decree of 20 March 2014, no. 34, which it formally presented to parliament in April. The Decree was first adopted with modifications by Act of 16 May 2014, no. 78. This was not without controversies, however. Following substantial amendments and political contestation, the Jobs Act was definitively approved by a vote of confidence in the Senate on 3 December 2014 and hence became law (see Act No. 183 of 2014). From January 2015, the government presented delegated legislative decrees for examination by parliament.

In order to improve the understanding of the manifold modifications adopted, the adoptions will subsequently be discussed according to subject area. The most important changes regarding the regulation of different types of employment relationships, dismissal law, on-the-job protection, social security with a particular focus on employers’ tax incentives and social dialogue will be described.

The first two legislative decrees of 2015, implementing the Jobs Act, dealt with unemployment benefits and dismissal law. They were published in the Italian Official Journal on 6 March 2015, entering into force one day later.

Dismissal law

In the area of dismissal law, already Act No. 92/2012 introduced extensive changes to the Italian law on the termination of employment relationships. In that context, the most noteworthy and intensely debated rules in the 2012 Reform Act concerned the revision of Article 18 of Act No. 300/1970 (Workers’ Statute). The Act excluded the option of an employee’s reinstatement in cases of ungrounded economic dismissal and in case of dismissal for subjective reasons as unfair because of the violation of procedural rules. Instead, the judge

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10 Due to the presence of internal opposition to the Democratic Party (PD), the government’s political majority in the Senate has been uncertain.
11 The parliament’s opinion in these cases is compulsory but non-binding.
could merely order the employer to pay compensation. The debate about abolishing or further reducing the legal instrument of reinstatement continued in 2014 in the context of adopting the Jobs Act. Notably, opinions diverged regarding reinstatement in case of unfair dismissal in companies employing more than 15 workers. The Jobs Act’s implementing rules on dismissal later stipulated that they would apply only partially to employers who employ fewer than 15 employees (see below).

In fact, Legislative Decree No. 23/2015 concerning the *contratto di lavoro a tempo indeterminato a tutele crescenti* (‘employment contract of indefinite duration with increasing levels of protection’) has introduced a *new legal framework for individual and collective dismissals*. The personal scope of application of this framework is confined to:

- employees hired on an open-ended employment contract after 7 March 2015;
- employees already employed before that date by employers who will surpass the threshold of 15 employees by hiring a new employee on an open-ended contract; and
- open-ended employment relationships that derive from the transformation of fixed-term and apprenticeship contracts.

The main changes imposed by the new legal framework refer to the *consequences of unlawful dismissal*. In fact, the term ‘*tutele crescenti*’ (‘increasing levels of protection’) means that the amount of indemnity an employer must pay in case of unlawful dismissal increases in accordance with the worker’s seniority within the company. Further changes include:

- The option of reinstatement in the case of individual dismissals remains where such dismissals have been found to be of a *discriminatory nature*, as defined by Article 15 Act No. 300 of 1970. In such cases a judge would declare the dismissal null and void. Italian law also continues to apply other unlawful grounds from which specific legislative provisions derive the nullity of the subsequent act and based on which the judge shall order the worker’s reinstatement. The employer then must also pay the worker an indemnity (in lieu of damages). These rules apply regardless of the employer’s size. The same rules also apply if the judge declares the dismissal to be unlawful due to the lack of a written notification (*oral dismissal*). In other words, oral dismissals are considered ineffective by the law. Thus, also in case of oral collective dismissals, the judge will order the employer to reinstate the worker. The employer will also be ordered to pay the worker an indemnity (in lieu of damages).

- If a judge, however, finds the just cause or the subjective or economic reasons for the dismissal as alleged by the employer to be ungrounded, they will still declare the termination of the employment relationship to be null and void from the day of the dismissal. This will trigger the *worker’s right to an indemnity* amounting to 2 months of the last wage, excluding occasional grants and reimbursements for each year of work – and only with employers that employ more than 15 workers. But it is only in case of a *lack of material facts* on which the employer has grounded the dismissal for subjective reasons (just cause included), that the judge’s nullification of the dismissal may also entail an order of the worker’s reinstatement. Dismissals without cause or without following the procedure provided in Article 7 of Act No. 300 of 1970 (disciplinary procedure) will be prosecuted with nullification and an indemnity amounting to one monthly wage, excluding occasional grants and reimbursements, for each year of work. A further exception is added for employers that employ fewer than 15 workers. They only have to pay half of the amount of the abovementioned indemnity which shall, in any case, not exceed six months’ wages, excluding occasional grants and reimbursements.

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12 However the judge can still decide in favour of reinstatement when the economic reasons were found to be ‘*manifestamente insussistenti*’ (‘patently non-existent’).
13 The grounds for dismissal as stipulated in Article 2019 of the Civil Code, by Act No. 604 of 1966 and by Act No. 223 of 1991 are thereby left untouched. In order to be lawful, a dismissal must be based on a just cause (dismissal without notice) or on a subjective or economic reason (dismissal with notice).
14 The amount of indemnity depends on the duration of the period between the date of dismissal and that of reinstatement. The benchmark to determine the amount of indemnity is the worker’s last wage. In any case, the total indemnity shall amount to no less than five months’ wages, excluding occasional grants and reimbursements. Within 30 days from the court decision, the worker may request an indemnity in lieu of reinstatement, amounting to 15 months’ wages.
15 The total amount of indemnity shall not be lower than four months’ wages but may not exceed 24 months’ wages (excluding occasional grants and reimbursements).
16 The assessment of the lack of material facts on which the employer has grounded the dismissal, however, does not allow the judge to test the proportionality between the infraction and the penalty.
In order to avoid judicial review and leave open the possibility to follow other conciliation and arbitration procedures provided by law or by the collective agreement, the employer may – for cases covered by the new regulation, and within 60 days from the dismissal – offer the worker a sum amounting to one month’s wages for each year of work. Meanwhile, however, employees’ procedural rights in case of employment termination had already been amended by Act No. 99/2013 (which transformed Law Decree No. 76/2013 into law and has been in force since 23 August 2013)

This concerned the procedural rules on dismissal claims raised out of court. The 2013 Act, in fact, limited the situations in which the mandatory and preventive conciliation and mediation procedure applies following a dismissal for economic reasons. Legislative Decree No. 23/2015 has further limited the preventive administrative conciliation procedure, originally provided in Article 7 Act 60/1966 in case of economic dismissal. This also means that those employment relationships that fall under the scope of application of the new 2015 legal framework have been excluded from the conciliation procedure.

In case of collective dismissals in violation of the information and consultation procedure or of the legal or contractual criteria to select the workers to be dismissed, the judge will declare the termination of the employment relationship null and void from the day of the dismissal and order the employer to pay an indemnity amounting to two months’ wages for each year of work. The total amount of indemnity shall not be lower than four but may not exceed 24 months’ wages.

Atypical employment

Fixed-term work and temporary agency work

The Italian law on fixed-term contracts was reformed six times between 2012 and 2015. On 18 October 2012, the government issued Law Decree No. 179 concerning further urgent measures for the country’s growth. This Decree sought, among other things, to facilitate the development of innovative start-up companies (defined in Article 25). One of the measures of such facilitation was the introduction of tailor-made fixed-term contracts designed specifically for the use of such companies (Article 28). The Italian parliament adopted the Law Decree into law – albeit with some modifications – by Act No. 221 of 17 December 2012. The modifications included the express addition that these specific fixed-term contracts of innovative start-up companies would in any case be excluded from the quantitative limits of the Italian legislation on fixed-term contracts, namely Legislative Decree No. 368/2001 (notably, Article 10 (7)). The indefinite contract is considered the preferable form of employment, while apprenticeships shall be strengthened as the most important form of access to the labour market. Therefore, the use of flexible contracts is discouraged by imposing on employers an additional contribution to be paid for the financing of (new) unemployment benefits. Some types of contract have been modified and the placement contract (contratto di inserimento) has been abolished.

In August 2013, the legislator responded to concerns that had been raised about Italian law not being (fully) in line with the country’s EU law obligations. Firstly, Law Decree No. 101 of 31 August 2013 amended the rules on the organisation and employment of individual and collective relationships in the public sector. Article 4 of the Decree added a new paragraph (5-ter) to Article 36 of Legislative Decree No. 165/2001 in order to strengthen the consequences of violating the rules on flexible work (fixed-term contracts in particular) by the public administration. These changes were adopted into law by Act of 30 October 2013, No. 125.

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17 In any case, that sum shall not be lower than two but may not exceed 18 months’ wages, based on the calculation referred to above. The worker’s acceptance of the corresponding bank draft terminates the employment relationship, as the worker thereby renounces the claim lodged against the dismissal.
18 The Law Decree deals with urgent interventions regarding the promotion of employment, in particular youth employment, social cohesion, VAT and other financial measures.
19 Accordingly, from 2013 the procedure no longer applied to: (i) dismissals on the ground of illness which exceed the maximum period established in collective agreements (periodo di comporto); (ii) dismissals or work interruptions due to changes at the subcontractor, followed by the hiring of the dismissed workers by the new subcontractor; (iii) interruptions of work in open-ended employment relationships at the construction sector due to the end of the activity or to the closure of the construction site.
20 According to the European Court of Justice, Italian law was in principle in line with EU law on fixed-term contracts but it called upon national judges to ensure that sanctions as an alternative to the transformation of fixed-term contracts into an open-ended contract were proportionate, sufficiently effective and dissuasive (see ECJ 7 September 2006, C-53/04, Marroso and Sardina ECJ 7
Secondly, Act of 6 August 2013 No. 97 clarified the thresholds for information and consultation, requiring that fixed-term workers be taken into account.\textsuperscript{21} Fixed-term workers are accounted for according to the average monthly number of fixed-term workers employed within the past two years with reference to the effective duration of their employment. At the end of that same year, the Italian parliament passed the State Budget Act 2014 (Act of 27 December 2013, No. 147). The Act contained a single-article regulation stipulated with innumerable sub-provisions. Not only did it provide for the allocation of public financial resources but it also brought about relevant modifications to current labour law. Regarding fixed-term contracts, it extended the option of a wage subsidy in order to encourage the conversion of fixed-term contracts into permanent ones.\textsuperscript{22}

The most substantial transformation of all has probably been brought about by the infamous ‘Jobs Act’. It was introduced as an urgent measure by Law Decree of 20 March 2014, No. 34 aimed at enhancing employment and simplifying companies’ administrative burdens. The parliament adopted the measure into law with substantive modifications on 16 May 2014 by Act No. 78/2014. It was adopted as a response to the ongoing occupational crisis and the permanent uncertainty of the economic situation in which companies are operating.\textsuperscript{23} Its most important provisions concern fixed-term contracts and apprenticeships; it also requires that further details of implementation be elaborated through legislative decrees. Article 1 of the Jobs Act provides for the simplification of the regulation on fixed-term contracts. Recently, Legislative Decree No. 81 of 15 June 2015 on employment contracts and duties was adopted, which completely revises the regulation of work relationships in Italy, including fixed-term contracts.\textsuperscript{24} Articles 19 to 29 of that Decree consolidate, with some modifications, the legislation on fixed-term contracts dating back to 2001 and as amended in 2014. Accordingly, the most important changes to Legislative Decree No. 368 of 2001 on fixed-term contracts include:

- While previously fixed-term contracts in Italy could not be concluded without providing an objective reason,\textsuperscript{25} henceforth, employers and employees are allowed to fix the contract’s duration without any motivation, however, not exceeding 36 months, including a maximum of five renewals. This applies generally to fixed-term employment relationships and those within the framework of temporary agency work. The following derogations are possible:
  - The maximum period of 36 months, however, may be derogated from by a collective agreement signed at company level, by the workers’ representatives (RSA or RSU) or at branch level, or by the majority of representative trade unions.
  - The local labour office may authorise an extension of the 36 month-limit by a maximum duration of 12 months, if requested by the employer and the employee who agree to conclude an additional fixed-term contract exceeding the legal limit.

\textsuperscript{21} Notably, Article 12 modified Article 8 of Legislative Decree No. 368/2001 in that fixed-term workers must be taken into account when calculating the threshold for the application of labour law provisions concerning trade unions’ rights within the company and the application of dismissal law (Article 18 and Title III of Act No. 300/1970).
\textsuperscript{22} Previously, employers were obliged by Act No. 92/2012 to pay an additional social insurance contribution of 1.4 per cent of the monthly income for each worker employed under a fixed-term contract. They could, however, obtain restitution of six months of the additional contribution paid if the employment relationship was transformed into an open-ended one. Paragraph 135 of Act No. 147/2013 extended the possibility of restitution to the entire period the worker has been employed under the fixed-term contract.\textsuperscript{23} Representatives from both the IMF and the OECD welcomed Italy’s adoption of the Jobs Act. See http://www.italy24.isole24ore.com/art/lexicon/2015-01-28/jobs-act-%20194656.php?uuid=A67q4e4C (accessed 08-12-2015) and http://www.oecd.org/italy/quarter-congratulates-italy-on-new-jobs-act-bill.htm (accessed 08-12-2015).
\textsuperscript{24} It deals, among other things, with (i) coordinated work, (ii) workers’ assignments, (iii) part-time work, (iv) fixed-term contracts, (v) temporary agency work contracts and (vi) apprenticeships. The legislation thus still confirms existing work contract typologies, while the adoption of a consolidated and simplified act that regulates employment relationships, also by introducing – by way of experiment – a unified open-ended work contract with increasing protection levels, is still awaited.
\textsuperscript{25} Based on Article 111 of Legislative Decree No. 2001/368, such objective reasons had to be related to technical reasons, production, work organisation or employees’ replacement, as well as the ordinary activities of an enterprise. Already Law Decree of 28 June 2013, No. 76 (transformed into law by Act No. 99/2013 and effective from 23 August 2013) on urgent interventions regarding the promotion of employment – in particular youth employment – social cohesion, VAT and other financial measures, had introduced a significant exception to the 2001 requirement that the conclusion of any fixed-term contract had to be justified by an objective reason.
Any term of duration of the employment contract that exceeds 12 days must be concluded in writing. Fixed-term employment relationships lack the formal requirements applicable to contracts of indefinite duration.

Renewals are possible only with the worker’s consent and if the individual is required to perform the same tasks for which the relevant fixed-term contract has been signed (objective reason). Instead, a succession of contracts is possible, provided that the fixed-term contracts refer to different tasks and a time lapse of 10 or 20 days according to the duration of the new fixed-term contract (less or more than six months) is respected. ‘Different tasks’ means that they cannot be equivalent to the previous tasks performed by the worker as far as required skills are concerned in the preceding fixed-term contract. If, however, the contract is renewed for the same tasks and in violation of these time limits (a contract of less than six months must be renewed within 10 days, one lasting more than six months within 20 days), then the second contract is transformed (by judicial order) into a contract of indefinite duration.

In case the maximum period of 36 months is exceeded, Act No. 78/2014 provides for the conversion of the fixed-term relationship into one of indefinite duration (by judicial order). This also applies to agency work relationships. Such conversion also follows if the maximum period of 12 months, as authorised by the local labour office (see above) is exceeded. If the employment relationship continues after the expiry of the term initially agreed or if it was successively extended, the employer has to pay the worker a daily 20 per cent increase in wages for the first 10 days and a 40 per cent increase for the following days. If the employment relationship continues after the thirtieth day, it is transformed (by judicial order) into a contract of indefinite duration.

The worker has the right to challenge the abuse of a fixed-term contract out of court within 120 days of its expiry date. The worker must file the claim before a court within 180 days of that date. When a judge orders the transformation of a fixed-term contract into a contract of indefinite duration, they also instruct the employer to pay compensation in the form of an all-encompassing indemnity, amounting from a minimum of 2.5 months’ to a maximum of 12 months’ wages, occasional grants and reimbursements excluded. This regulation does not apply to managers. They can be hired on an open-ended basis for a maximum period of five years and may resign by giving notice after three years. The regulation also does not apply to schoolteachers substituting colleagues who are on leave. It only partially applies to civil servants.

No limitation on signing fixed-term contracts applies to companies employing five workers or fewer.

Unless the employer is a public institution or a private body operating in the research sector, the number of fixed-term workers employed by one company may not exceed 20 per cent of the number of permanent employees (counted on 1 January of the year in which the fixed-term worker(s) was hired). However, derogation is possible by branch collective agreements signed by comparatively representative trade unions. In case of violation of the 20 per cent threshold, a financial sanction – incremental to the number of fixed-term workers by which the threshold is exceeded – will be due.

Fixed-term workers who have been with a company for more than six months – whether on one or more fixed-term contracts – will have a right of privilege in case the company proceeds to new hiring on an open-ended basis within the following 12 months for the same tasks performed by that worker under the fixed-term contract(s).

By way of exception, scientific research contracts may have the same duration as the respective research project. Furthermore, fixed-term contracts excluded from any quantitative limitation include:

• contracts signed by start-up companies for periods of time defined by branch collective agreements (see above);
• in case of substitution of absent workers;
• in case of seasonal jobs;
• in case of specific TV or radio broadcasts;
• contracts with workers over 55 years of age;
• contracts signed within the higher education sector, by universities or research centres; and
• contracts signed with workers assigned to work at temporary cultural exhibitions.

Specific additional changes in temporary agency work regulation
As indicated above, generally the changes introduced in 2014 and 2015 regarding the regulation of fixed-term contracts also apply to temporary agency workers. Meanwhile, Legislative Decree No. 81/2015 provides further specifications with regard to temporary agency employment. Based on Legislative Decree No. 276 of 2003, the 2015 Decree consolidates, with some modifications, the regulation of temporary agency work contracts (Articles 30 to 40) as already modified by the Jobs Act (Legislative Decree No. 34/2014). These specifications include:

- Within the framework of a temporary agency work contract, an authorised temporary work agency may provide a user with one or more employees on a fixed-term contract or for an indefinite term, who perform work for the user under their control. Only workers hired indefinitely by the temporary agency may conclude an indefinite temporary work agency contract. If the temporary work agency hires the worker indefinitely, the regulations on indefinite employment contracts apply. Indefinite temporary work agency contracts may not be used by public authorities.

- Temporary work agency contracts must be concluded in writing. If this condition is violated, the contract becomes null and void and the temporary agency workers will be considered employees of the user.

- For the entire duration of their assignment, agency workers shall generally enjoy working terms and conditions (including trade union rights) that are not worse than those to which the workers directly employed by the user undertaking and who carry out the same tasks are entitled.

- The user and the temporary work agency are jointly and severally liable for the wage and social security contributions due for each agency worker. The user may seek redress against the temporary work agency.

- A clause excluding the possibility for the user to hire the agency worker at the end of the assignment is null and void unless the temporary work agency grants that worker the compensation provided by the temporary work agency collective agreement.

- If the user violates the quotas — that is, using no more than 20 per cent of its staff based on temporary work agency contracts — and prohibitions indicated in the above, the agency worker may ask a judge to decide whether an employment relationship has been established with the user, starting from the beginning of the assignment. This does not apply to public bodies.

- The worker has the right to challenge the abuse of a temporary work agency contract out of court within 60 days of termination of the assignment. The worker shall file a claim before the court within 180 days from that date. When the judge asserts that an employment relationship has been established with the user, they will also instruct the employer to pay compensation in the form of an all-encompassing sum, ranging from a minimum of 2.5 months’ wages to a maximum of 12 months’ wages, occasional grants and reimbursements excluded.

- The user shall inform temporary agency workers about vacancies in its firm.

- Temporary work agencies are excluded from the scope of application of the collective redundancies directive transposed into Italian law by Act No. 223 of 1991 in case of termination of an indefinite temporary work agency contract.

**Part-time work**

In order to provide stronger protection for part-time workers, Reform Act No. 92/2012 amended Legislative Decree No. 61/2000. It imposed on those national collective agreements that included the possibility for the employer to provide for a more flexible distribution of

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27 Similar to the fixed-term contracts regulation, it is prohibited to use temporary work agency contracts in defined instances (relating to the substitution of workers on strike, productive units where recently collective dismissals have been carried out and productive units subject to an ongoing programme of the Wage Integration Fund).

28 It shall contain: (i) references to the authorisation given to the temporary work agency; (ii) number of workers to be provided; (iii) (where existing) a list of risks to their health and safety at the user undertaking; (iv) the starting date and expected duration of the mission (assignment in the wording of the Temporary Work Agency Directive); (v) assignments (mandate) and professional qualifications of the user; (vi) working time and place; (vii) terms and conditions.

29 The temporary work agency contract shall contain the necessary information for the temporary agency workers who shall enjoy the same terms and conditions as applied to a user’s own workers who perform the same tasks as the agency workers. The user shall reimburse the temporary work agency for wages and social security contributions it has effectively paid those workers.
work or working time in individual contract clauses, the requirement that such collective agreements shall also provide terms and conditions allowing part-time workers to ask their employers to remove or modify these clauses.⁵⁰ Legislative Decree No. 81 of 2015 – notably Articles 4 to 12 – tried to simplify the regulations on part-time work. The main changes include:

- The law provides a **new definition for part-time work.** It is understood as ‘any employment contract with a working time or working periods lower than those usually provided for by collective agreement’. Reduced working time or periods and their articulation must be concluded in writing, that is, specified in the individual contract. The employer bears the burden of proof in case the worker files a claim alleging that the contract was in fact one for full-time work. Previous distinctions between horizontal, vertical and mixed types of part-time employment have been removed. The usual non-discrimination principle applies with reference to comparable full-time workers’ terms and conditions.

- If provided for by collective agreement, **supplementary working hours** that exceed the amount fixed in the individual contract are allowed. If not provided for collectively, the employer may request the worker to work no more than an additional 15 per cent of the agreed working time (entailing up to a 15 per cent increase of the usual pay). Also, overtime is permitted if in line with the conditions provided by the law or by collective agreement.

- If provided for by collective agreement or if following administrative authorisation (by a certification commission), **clauses providing for the flexibilisation of working time** may be included in the individual contract. Based on such clauses, the employer may request the worker to work longer hours (differences between supplementary and overtime work are unclear in this case) or for a period of days, weeks, months or years that diverges from the one agreed in the contract. However, in any case, a number of formal requirements must be observed for such clauses to be valid. They shall specify:
  - the duration of the notice period preceding the modification of the working time/period (minimum of two days);
  - the conditions and way in which the employer can modify working time/periods; and
  - the upper ceiling of the modification, which may not exceed 25 per cent of the working time or periods agreed in the individual part-time contract.

- The **Reform Act** grants workers a **substantive yet conditional right to transform their full-time relationship into a part-time one.** Such an entitlement exists only in case of (i) oncological pathologies; (ii) severe degenerative pathologies; (iii) relatives suffering from oncological pathologies; and (iv) commitments to care for severely disabled persons who live in the same household.

- Furthermore, a similar possibility to request transformation applies where the worker is entitled to parental leave. In that case, the worker may request a transformation of the full-time employment relationship into a part-time one for half of the duration of the initial working time. The employer shall respond within 15 days of this request.

- Finally, it is noteworthy that employers are no longer required to provide workers’ representatives with information on the number of part-time workers, the types of part-time work and the use of supplementary work.

**Bogus self-employment**

Within the framework of implementing the Jobs Act, also the problem of bogus self-employment is tackled. For more than a decade, so-called ‘coordinated work relationships’ represented a real risk of disguising subordinate employment relationships, particularly if conducted within the framework of a **contratto di lavoro a progetto** (‘project-related work contract’).⁵¹ Based on the assumption that employment contracts of indefinite duration are the ‘norm’ for the regulatory framework of any work relationship, Legislative Decree No. 81 of 2015 has removed some of these risks. Article 2 of that Decree provides that, from 1 January 2016, the regulation of the employment relationship (including dismissal law) also applies to

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⁵⁰The 2012 Act, furthermore, granted part-time workers suffering from oncological diseases and students working part-time the possibility to withdraw their asset to include flexible clauses in their employment contract.

⁵¹Article 61 to 69-bis of Legislative Decree No. 276 of 2003 provided the possibility to agree on coordinated self-employed work relationships.
coordinated work relationships consisting mainly of personally and continuously performed activities, organised by the client (the employer), with reference also to the time and place of work. It furthermore defines those instances of ‘genuine’ coordinated work that will be exempted from the obligation in Article 2. Nonetheless, the same judicial protection provided to subordinate employment relationships will continue to apply also to coordinated work relationships that do not fall within the scope of Article 2, based on Article 409 No. 3 of the Civil Procedure Code. Finally, and also from 1 January 2016, an impunity regulation will apply in order to encourage the regularisation of coordinated work relationships.

Since 2012, the European Commission has repeatedly recommended that Italy increase its efforts in tackling the problem of high youth unemployment and related issues. While it recognises the country’s promotion of apprenticeships to improve young people’s access to the labour market, more action was required regarding the allocation of training opportunities, improving educational outcomes and labour mobility (recognition of skills and qualifications), as well as school-to-work transitions, including the implementation of the Youth Guarantee.

Reform Act No. 92/2012 introduced the principle based on which the apprenticeship is considered the most important form of access to the labour market. The law defined the following framework conditions in order to operationalise that premise:

- It stipulated a minimum duration of the contract of apprenticeship (six months) which may be reduced only in case of seasonal activities and other exceptional circumstances specified by law.
- For employers with more than 10 employees, the procedure for the recruitment of new apprentices became dependent on the percentage of permanent apprentices hired during the previous three years (50 per cent for the first three years following the Reform’s implementation and later 30 per cent).
- The ratio of apprentices/skilled workers was raised from the previous 1/1 to 3/2. For employers who employ less than 10 workers, the ratio could not exceed 1/1. Employers who do not employ skilled workers at all or who employ fewer than three skilled workers could not hire more than three apprentices.
- The law provided that apprentices could not be hired based on agency work contracts. Instead, the subsequent amendment of the Reform Act added the possibility of using temporary agency work on an indefinite basis in all productive sectors, provided that the user firm employed at least one apprentice.

A year later, Law Decree No. 76 of 28 June 2013 (transformed into law by Act No. 99/2013 and effective from 23 August 2013) provided for urgent interventions – among other things – regarding the promotion of employment, in particular youth employment. The law provided for incentives (essentially, wage subsidies applicable for 12–18 months) for the hiring of young workers (aged between 18 and 29 years) on open-ended contract, some extraordinary and urgent measures to promote youth employment, the implementation of the Youth Guarantee and improving coordination between education and professional training in vocational secondary schools.

Subsequently, the 2014 Jobs Act liberalised the use of apprenticeship contracts to encourage the hiring of young people. Article 2 of Act No. 78/2014 substantially modified an earlier law (Legislative Decree No. 167/2011) by providing the following:

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32 In any case, Article 2 does not apply to coordinated work relationships for which collective agreements signed by the most representative trade unions at national level, taking into account the productive and organisational needs of that sector, provide specific economic and normative regulations; coordinated work relationships performed within the framework of professional activities requiring entry in a register (bar); coordinated work relationships performed by members of boards of directors; and coordinated work relationships concerning clubs organising amateur sport. In addition, the contractual parties to such a work relationship may request the Certification Commission to exclude that relationship from falling within the scope of Article 2.
33 Employers who hire employees under an employment contract of indefinite duration who had previously been engaged under a project-related work contract or have worked for the company in a self-employment capacity with a VAT number (so-called stabilizzazione) will not be sanctioned because of erroneous qualifications of their work relationships not already established by the labour inspectorate on that date, if (i) the worker agrees (out of court or in court) to a settlement on any disputed element of the previous work relationship and (ii) within the 12 months of the hiring, the employer does not dismiss the worker on economic grounds.
34 This amended Article 20 paragraph 3 of Legislative Decree 276/2003 that provides the power of execution regarding employment and the labour market in reference to Act No. 30 of 14 February 2003 (the ‘Biagi Law’).
The individual training programme attached to any apprenticeship relationship can be defined by the employer with reference to schemes provided by collective agreements or by bilateral bodies, leading to the simplification of employers’ commitment (article 2 paragraph 1 letter a) Legislative Decree No. 167 of 2011).

The condition that, in order to hire any new apprentice, companies must have kept employing on an open-ended basis at least 20 per cent of the apprentices after the apprenticeship period has expired within the 36 months which precede the new hiring, applies only to companies employing more than 50 workers, thus alleviating companies’ burdens (Article 2 paragraph 3-bis Legislative Decree No. 167 of 2011).

As for the apprenticeship contract for people aged between 15 and 25, if not differently provided by collective bargaining, the wage of the apprentice is calculated by taking into account the working hours and at least 35 per cent of hours devoted to training, thus alleviating companies’ burdens (Article 3 paragraph 2-ter Legislative Decree No. 167 of 2011).

As for the apprenticeship contract for people aged between 15 and 25, with reference to autonomous regions and provinces, national collective agreements signed by comparatively representative trade unions may provide a specific way in which apprenticeship may be used, even on a fixed-term basis, within the framework of seasonal work, thus alleviating companies’ burdens (Article 3 paragraph 2-quarter Legislative Decree No. 167 of 2011).

As for the apprenticeship contract for people aged between 18 and 29, as far as the individual training programme is concerned, the region in which the apprenticeship takes place has to inform the relevant employer within 45 days of the beginning of the apprenticeship relationship how the training at the charge of the public authorities will be organised (Article 4 paragraph 3 Legislative Decree No. 167 of 2011). It is not clear what would happen if the region does not provide the employer with such information in due time. One may wonder whether the employer could then provide the whole training on its own, which was the solution envisaged by Law Decree No. 34 of 2014 in its original version (source ELLN).

To further the implementation of the Jobs Act, Legislative Decree No. 81/2015 (Articles 41 to 47) further consolidated – with some modifications – the regulation of apprenticeships, cancelling out the remaining provisions of the 2011 law.

The new regulation modifies the three already existing types of apprenticeships:

(i) Type 1 addresses young people between the ages of 15 and 25, allowing them to gain professional qualifications and pursue a secondary education certificate, thus combining study and work (so-called dual system). The employer must sign a protocol with the school the young person is attending which clearly defines and details a study-work programme. The employer is not obliged to remunerate the times of class attendance and shall only pay 10 per cent of the contractual wage when the apprentice is in company training.

(ii) Type 2 addresses persons of any age, including beneficiaries of an unemployment programme, who seek to acquire professional qualifications or who want to gain new qualifications. Therefore, specific grounds for dismissal related to the failure of the qualification programme are explicitly provided for in the new regulation.

(iii) Type 3 addresses young people between the ages of 18 and 29 years who are pursuing a university level degree, a PhD or have access to a registered profession. In this case, the employer has to sign a protocol with the university the apprentice is attending that clearly defines and details the study-work programme.

The apprenticeship contract shall be concluded in writing in the interest of the employer who otherwise has to bear the burden of proof in case the worker files a claim alleging that the contract was a regular employment contract (for instance, due to lack of training).

The apprenticeship contract is an indefinite one with a minimum duration of six months. The training period may last up to five years (Type 3). At the end of the training period, the parties are free to terminate the employment relationship with notice. In case none of the parties terminates the contract within the notice period, the relationship will continue as a regular employment relationship.

Collective bargaining at inter-branch level will define the term and working conditions of the apprentice, respecting, among other things, the following statutory principles:
• no piece-work pay allowed;
• possibility to enrol the apprentice in a maximum of two positions under that assigned to the worker who performs tasks that the apprentice seeks to learn during their training period;
• appointment of a company supervisor; and
• extension of the training period in case of illness, work accident or occupational disease or other involuntary ground of suspension of work for a period of at least 30 days.

– Companies can hire no more than two apprentices for every three regular workers working in the company. Companies who employ more than 50 workers cannot hire new apprentices if, within the 36 months preceding the new hiring, they have not ‘stabilised’ at least 20 per cent of the apprentices already employed by the company, excluding those whose employment relationship has been terminated due to unsuccessfully completing the probation period or due to just cause. Apprentices hired in violation of that limit will be considered regular employees. Therefore, general dismissal law applies.

Finally, within the framework of reorganising the Italian legislation on employment services and active labour market policies based on Legislative Decree No. 150/2015, further incentives to promote apprenticeship contracts were introduced (Section 32).

5. Ongoing reform of collective labour rights

In the field of collective labour rights, Italy has introduced far-reaching changes through a broad overhaul of the system of wage bargaining. As encouraged in the framework of labour market reforms by the Monti government in summer 2012, the Italian employers’ associations and two of the most representative trade union confederations (CISL and UIL) agreed ‘Guidelines on the growth of productivity and competitiveness in Italy’ on 21 November 2012. While the guidelines as such were considered quite promising, they were rejected by CGIL, the trade union confederation with the highest number of members in Italy.35 The Guidelines promote:

– A new system of industrial relations and collective bargaining in which participation is supposed to be preferred to conflict and company-level agreements will be allowed at sectoral level to differentiate pay according to the results achieved by the company. Thereby, employers and trade union confederation seek to reverse the trend initiated by Article 8 of Act No. 183 of 2010 according to which the most representative trade unions may agree substantive modifications of legal and contractual working conditions at company level, even if these have not been decided at national level.

– New rules on worker representation at sectoral and company level, which will allow an assessment of the true representativeness of each union. The intention is to design criteria to assess the number of members of a trade union at national and at company level by way of a framework agreement in order to determine the trade union as representative.

– The role social partners should play in implementing the decision by the Italian parliament to get the government to reform the system of worker involvement (Act No. 92 of 2012). This guideline refers to the fact that the government has been charged by the legislator with rethinking the fundamentals of the relationship between management and staff at company level. Through this guideline the social partners are seeking to play an active role in this government initiative, notably in the implementation of the system of worker involvement.

– Means to improve skills and employability of workers through a renewed commitment on the part of public authorities and social partners. This seems to be the Italian approach to flexisecurity, with companies also being involved in the setting up,

35 This rejection formed part of CGIL’s longstanding opposition to the reforms that the Italian government and the other social partners had introduced to modernise labour law and the social insurance system. The only consequence of CGIL’s refusing to support the agreement is that the union will be excluded from signing national collective agreements that implement the guidelines. This may become problematic (as it did as a result of the FIAT case) where existing collective agreements, signed by CGIL, are to be modified in the light of the guidelines (before their expiry date).
administration and financing of a job security scheme, thus abandoning the idea that only public authorities have to assume responsibility.

- Public authorities’ (national and local) and social partners’ joint management in the restructuring of companies. This guideline acknowledges and confirms the increasing role of public authorities in the joint management of business restructuring and of the sectoral crisis. The emphasis here is on the prevention of administrative burdens from impeding the success of a socially sustainable restructuring.

- Tax relief for sums paid to workers in line with the company’s performance. Tax relief is high on the government’s agenda and supported by parliament. They are pursuing the establishment of a stable policy of tax relief for sums paid to workers in line with the company’s performance. The aim is to reduce the fixed part of the wage that is defined at sectoral level to a minimum and to highlight the company level by incentivising companies through tax relief to link pay to performance. In fact, the Stability Act 2013 (Article 1 Paragraph 481 of Law No. 228/2012) reinforced the wage-based tax relief measures linked to productivity, which were originally introduced in 2008. These refer to bonuses paid to workers every year in relation to their company’s performance. Accordingly, the Act allocated corresponding resources to these wage awards for 2013–2015. More concrete criteria of implementation were defined by a Prime Minister’s Decree of 22 January 2013. Further tax incentives applied to the payroll are being planned for 2016.36

This was in accordance with the European Commission’s recommendation to Italy in 2012, which required it to ‘strengthen the link between wages set at sectoral level and productivity through further improvements to the wage setting framework, in consultation with social partners and in line with national practices’ to boost cost competitiveness:

A new wage-setting framework was defined by social partners in successive agreements over 2011–2013. It is supported by tax incentives to foster better alignment of wages with productivity and with local labour-market conditions. This framework should be effectively implemented and progressively adjusted on the basis of the monitoring of results.37

This new collective bargaining framework was indeed further consolidated in subsequent years. On 31 May 2013, the Italian social partners (Confindustria, CGIL, CISL and UIL) signed a Protocollo d’Intesa (Framework agreement) to that end. For the first time, it defined criteria for admitting trade unions to sectoral collective bargaining by requiring a certain degree of representativeness within the given industry. Meanwhile, the agreement also included a restrictive regulation on collective action while sectoral collective agreements are in force. Representativeness would now be calculated on the basis of two criteria:

(i) the number of members of the trade union as certified by the National Institute for Social Security (INPS) according to the communication by the employer who is delegated by the worker to pay trade union membership fees directly out of their wages;

(ii) the number of votes the trade union obtained in the election of trade union representatives at plant level as certified by the National Council for Economic and Labour Affairs (CNEl).

The INPS would provide data on membership to the National Council, which would then compute the average with the data on votes. That average defined the level of representativeness of a trade union. According to the Framework Agreement, only trade unions that gained 5 per cent or more of representativeness could be admitted to sectoral collective bargaining. It also contained provisions regarding the impact of a sectoral collective agreement signed by trade unions that reached a total of 51 per cent representativeness and that had been approved by the majority of the workers employed in the relevant industry. Fulfilling such conditions, the respective agreement would acquire general extension, applying to all workers in the industry and being mandatory for the signatory parties. This means that the conclusion of such a sectoral collective agreement should guarantee to each party effective compliance with the rights and duties provided by it. This would include the parties’ commitment to include cooling-off/peace clauses in the agreement, as well as clauses

providing for sanctions in case the same signatories and/or the individual worker did not respect any part of the agreement. An inter-sectoral agreement (Testo unico) signed by the social partners eight months later (10 January 2014) specified some further provisions related to the implementation of the Framework Agreement.\textsuperscript{38} 

Concerns have been voiced that the new 5 per cent threshold for union representativeness might be seen as a ‘closed shop’ clause in disguise, because it effectively excludes trade unions classified below that threshold from the bargaining round.\textsuperscript{39} Moreover, the adjacent restrictions on the right to strike are reminiscent of what in Italy is referred to as the ‘FIAT model’. Without doubt, as illustrated above, the birth of a new model of collective bargaining in Italy (based on the 2009 Tripartite Agreement) was connected to the national reforms undertaken by various governments in response to the severe economic downturn. The 2011 interconfederal agreement and its derivatives (the 2013 Protocollo d’Intesa and the 2014 Testo Unico on representation) both emphasise a pronounced decentralisation of the negotiating system, opening up the possibility of derogating by company-level agreements from sectoral collective standards. At the same time, it is also true that this development gained a revolutionary dimension owing to the infamous FIAT case. This case’s impact on the Italian system of industrial relations has been referred to as ‘hurricane Marchionne’ (in reference to Sergio Marchionne, managing director of FIAT).\textsuperscript{40} Given its importance and connection with the recent reforms of Italian labour law, it is worth considering the case at some length. 

It started in 2010 when the FIAT group announced major plans to restructure its production. These were based on a fundamental change of course in company policy. Within the framework of the project Fabbrica Italia (‘Factory of Italy’), the group intended to allocate a major part of investment (around EUR 20 billion) to double production by transferring a considerable share of the latter abroad in order to reduce costs and benefit from less demanding labour legislation. Production in Italy was to be continued (especially since the corporation’s popular image was closely linked with national heritage) but only on the condition that FIAT could deviate from the terms of the applicable sectoral agreement of the Metal Workers Federation (FIOM), which the company considered too strict. Derogation was to enable the group to introduce more flexible rules to support local production. 

Accordingly, on 15 June 2010 FIAT signed an agreement (‘Fabbrica Italia Pomigliano’ – FIP) with three metalworkers’ unions (FIM, UILM, UGL) in order to relaunch the plant at Pomigliano d’Arco. As a new legal entity, the plant would be incorporated as an affiliate of the FIAT Group. Thereby, the application of FIOM’s sectoral agreement could be excluded and the new (derogatory) model of work and production organisation would be applied. FIOM, as part of CGIL – representing the biggest proportion of workers both at FIAT and in the national metal sector – refused to accept this agreement. What followed has been referred to as the ‘Pomigliano effect’. On 7 September 2010, FIAT prematurely cancelled its commitment to the national metal sector’s agreement signed with CGIL, CSIL, and UIL in 2008 (due to expire in 2011). Then, on 23 December 2010, FIAT and all major metal workers unions – except for FIOM – signed a new company agreement of historical importance for the Italian industrial relations system. This Contratto Collettivo Specifico di lavoro di primo livello (‘specific collective labour agreement at primary level’ – CCSL) was accordingly the only binding agreement that was applicable to FIAT and that stipulated the rules on worker representation for the entire corporate group.

\textsuperscript{38} The implementing provisions covered the following areas: (a) calculation and validation of representativeness with regard to participation in sectoral collective bargaining; (b) regulation of trade union representation at plant level; (c) entitlement to collective bargaining prerogatives at sectoral and company level; and (d) abstention procedures and sanctions in case of violations of collective agreements. 

\textsuperscript{39} http://www.labourlawnetwork.eu/national_labor_law/national_legislation/legislative_developments/prm/109/y-detail/id/3120/category/18/index.html (accessed 14-12-2015). Discrepancies with existing legislation still need to be clarified. There may be a potential avenue for the trade union concerned suing the employer organisation which proceeds at sectoral level while excluding that union from negotiations for ‘anti-union conduct’. Based on Art. 28 Act No. 300/1970 (Workers Statute), a judge might hence rule in favour of the union’s request, admitting the latter to the bargaining table after all. 

The tension caused by these developments in 2010 were slightly alleviated by the fact that CGIL signed the interconfederal agreement of 28 June 2011, in relation to which the controversial Law Decree No. 138/2011 was adopted. In fact, on 21 September 2011, CGIL, CISL and UIL and the employers’ association Confindustria, to which FIAT belonged, reconfirmed their commitment to uphold the interconfederal agreement signed three months earlier – notably, in disregard of Article 8 of the August-Decree, turned into Law No. 148/2011. This, in turn, instigated FIAT to quit Confindustria with effect from 1 January 2012.

The key problem of this dispute FIAT v FIOM was that FIOM’s exclusion from FIAT’s company agreement, the CCSL, made it impossible for the union to assume its representation responsibilities for the majority of workers at FIAT who it formally represented. This appeared to be in conflict with Article 19 of the Workers’ Statute (Act No. 300/1970) that accords workers the right to have a union representative body in the company. On that basis, the case went to court and proceeded all the way up to the Italian Constitutional Court. It was claimed that FIAT’s change in company policy and its consequences violated Article 2 and 3 of the Constitution – that is, the protection of the fundamental rights of social groups and the principle of equality – read in conjunction with the abovementioned Article 19.

However, the Constitutional Court ruled that Article 19 had to be considered unconstitutional to the extent that this provision failed to envisage that RSAs could also be constituted within the ambit of union representation, even if the collective agreements applicable to the production unit were not signed by one of the parties, which had nevertheless participated in the negotiations of the respective agreements as a representative of that unit’s workers. In other words, the conflict at FIAT ended in the judicial recognition of the preference for a company-based collective agreement – providing for derogation in peius – and afforded it the power to overrule a national sectoral agreement. In effect – considering FIAT’s initial threat of moving production elsewhere because of the high labour costs imposed by the sectoral collective agreement – the Court’s ruling meant accepting the justification that the concerned measures were introduced to improve the company’s competitiveness both at national and international level. Indeed, the CCSL – the ‘FIAT model’ – has been strongly criticised because of its limitation of the right to strike and for the sanctions an individual worker may face in case of violation of the agreement. As indicated above, some of the features of the social partners’ Framework Agreement of 2013 are reminiscent of that model.

6. Further reforms of individual workers’ rights

Against this background, it is important to note that more far-reaching possibilities of derogation from established labour standards were introduced in the context of implementing the 2014 Jobs Act. Article 3 of Legislative Decree No. 81/2015 substantially modifies Article 2103 of the Italian Civil Code concerning the definition and modification of workers’ assignments (so-called mansioni) during an ongoing employment relationship. The legislation has been changed as follows:

- The amendment permits employers to change a worker’s assignment (while maintaining the same economic conditions) within the framework of their professional qualifications (inquadramento, usually provided by collective agreements) and category (categoria legale, that is, blue-collar, white-collar, manager). The previous regulation was more rigid in that respect, as it strictly limited employers’ room for manoeuvre in defining assignments (mansioni) of the same or equivalent professional level. Based on the new regulations, as long as the same level of professional qualifications is being respected, the changes introduced within that framework will no longer be considered as in peius.

- Moreover, the new law also allows employers to modify workers’ assignments in peius within their specific category if the change occurs (i) in the case of company restructuring which affects workers’ positions or (ii) in all cases provided for in collective

41 Cf. Baylos, Castelli and Trillo (2014).
43 Baylos, Castelli and Trillo (2014) at 35 (note 59).
44 It therefore seemed rather surprising that CGIL signed the latter agreement, while its subsidiary FIOM had been the strongest opponent of that model and refused to sign FIAT’s company agreement. Indeed, the signing of the 2013 Framework Agreement led to some internal contestation for CGIL.
agreements concluded at company level. By way of compensation, the company should offer retraining programmes to workers (where needed). However, a lack of such an offer does not affect the lawfulness of the changes introduced. The company shall communicate any changes to the workers in writing. The workers will retain their wage, with the exclusion of supplements specifically attached to the previous assignment.

- The law, finally, expands the situations in which the employer and the worker are allowed to sign a so-called *patto di demansionamento* (‘agreement that modifies the assignment in petus’). Hitherto, such agreements were only accepted as a legitimate alternative to economic dismissal. They had to be signed within the framework of an in-court settlement procedure. Since June 2015, such agreements may refer to assignments, professional qualifications and categories and can also be signed by the worker in an out-of-court settlement procedure. During such a procedure, the worker is entitled to receive assistance from a trade union representative, a lawyer or a labour consultant. Importantly, the conclusion of such *demansionamento* agreements can occur only with a view to safeguarding the worker’s job, their acquisition of a different professional qualification or the improvement of living conditions.

- Once a worker’s temporary assignment to a higher professional level than the one contractually agreed (and the reason for that temporary assignment is not a substitution of a worker who is on leave) lasts longer than six continuous months, they will be permanently entitled to that assignment. In the previous regulation, the time limit was lower (three months) and the continuity of the assignment was not required.

**Italian ‘protection-on-the-job’**

Protection-on-the-job measures are a typical feature of Italian labour law. On one hand, such measures are provided through both the *Cassa Integrazione* (ordinary wage guarantee fund, CIGO) and the extraordinary wage guarantee fund (CIGS).45 These provide, respectively, for reductions in working time and for mobility grants (actually) paid after a collective dismissal has taken place but with a view to reintegrating the worker within the labour market. On the other hand, there is a system of so-called solidarity funds. Based on solidarity collective agreements they provide protection to employees in case of reduction or suspension of their working activities in sectors excluded from the scope of CIGO and CIGS.

All these instruments have continuously been promoted during the crisis in order to support companies in economic distress. Reform Act No. 92/2012 expanded the application of these crisis response measures. Law Decree No. 102 of 31 August 2013 (turned into law by Act of 28 October 2013, No. 124) sought to alleviate the economic difficulties which many Italian companies still faced by providing EUR 500 million of the Extraordinary Earnings Integration Fund to be paid in the last months of 2013. Equally, the State Budget Act 2014 (Act of 27 December 2013, No. 147) further reinforced these measures. Paragraph 183, 184 and 186 provided for further funding to all these instruments, also on an extraordinary basis, in accordance with Article 2 Paragraph 64, 65 and 66 Act No. 92 of 2012, because of the persisting difficult economic conditions. Paragraph 185 further specified the rules laid down in Article 3 Paragraph 4 and 19 Act No. 92 of 2012 concerning bilateral solidarity funds. More recently, within the framework of the Jobs Act (Law No. 183/2014), Legislative Decree No. 148 of 14 September 2015 amended the provisions for the reorganisation of the rules governing social safety nets during the employment relationship. Title I of the Decree modified the criteria for entitlement and use of the CIGO and the CIGS (notably, expanding their scope, and enhancing the requirements for access and the duration of the measures), while it also sought to simplify the procedures to request and apply the measures.

Legislative Decree No. 148/2015 has also revised the rules governing the *solidarity funds* (Title II). These funds depend on bilateral contributions from trade unions and employers’ organisations. Section 26 of the Decree required that both types of associations need to be comparatively more represented at national level. Section 28 deals with cases in which employers do not participate in the abovementioned bilateral funds. Then a special fund for income support is envisaged, instituted by a decree of the Ministry of Labour and Social Policy and supported by the Ministry of the Economy and Finance. The 2015 amendment furthermore expands the income support fund to all employers who employ on average more than five employees, raising the threshold previously set to more than 15 employees (Section

45 The *Cassa integrazione e mobilità* was set up by Legislative Decree 23 July 1991, No. 223.
Another modification concerns the provision of an additional ‘solidarity allowance’. This is granted to workers who have signed solidarity contracts (company collective agreements with the most representative trade unions at national level) providing for a reduction of working time in order to prevent, in whole or in part, the declaration of employee redundancies, as well as individual dismissals for objectively justified reasons during the receipt of wage guarantee fund endowments.

7. 2015 comprehensive reform of public administration

A comprehensive reform of Italy’s public administration has been under way since August 2015. The Italian parliament approved Act No. 124 on 7 August and it entered into force on 28 August 2015. It contained both rules that are immediately applicable and rules laying down principles and guidelines that require more specific decrees by the government to be implemented subsequently. Four important features of that reform are worth highlighting here. Act No. 124/2015 provides for:

(i) A global revision (within 12 months) of the rules governing the status, functions and responsibilities of public managers.

(ii) Reconciliation between work and family life in public administration through teleworking and other organisational measures.

(iii) Procedures and criteria for the exercise of legislative powers to simplify legislative texts, including the adoption (within 12 months) of a new simplified Code on Privatised Public Employment.

(iv) The government’s revision of the rules that govern public employment by adopting (within 18 months) – based on the principles and criteria established in this law – a legislative decree revising many of the most important rules governing public employment.

This comprehensive reorganization of Italy’s public services followed shortly after the adoption of a far-reaching reform of the education system. The parliament approved Act No. 107/2015 to this end, which became effective on 16 July. Also, this law sets out general principles and guidelines for delegated implementation, as well as rules that take immediate effect.

More recently, in implementation of the Jobs Act, Legislative Decree No. 149 of 23 September 2015 promulgated provisions aimed to rationalise and simplify inspection activities in the field of labour legislation and social law. This law envisages a gradual centralisation of all inspection functions at the National Labour Inspectorate. In order to avoid overlapping interventions, the Decree establishes a single Agency for Labour Inspections called Ispettorato Nazionale del Lavoro (National Labour Inspectorate). The new Inspectorate will carry out inspection activities that have previously been conducted by the Ministry of Labour, INPS and the National Institute for Insurance against Accidents at Work (INAIL). Its main responsibilities will include:

– conducting and coordinating inspection activities – based on directives of the Minister of Labour and Social Policy – in the field of labour and social legislation, including the monitoring of compliance with the rules on protection of health and safety at the workplace;

– issuing interpretative circulars on inspection and sanctions, as well as operational guidelines aimed at the inspection staff;

– proposing, based on directives of the Minister of Labour and Social Policy, quantitative and qualitative objectives for the checks and monitoring their implementation;

– providing training and upgrading to the inspection staff; and

– carrying out studies and analyses of undeclared and irregular work and risk mapping to guide inspection activities.

Meanwhile the law also contains provisionsaimed at simplifying administrative appeals and judicial reviews of the activities of inspection bodies. Following up on earlier measures to

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46 The inspection staff of INPS and INAIL will not be replaced, once retired, and therefore, in the future, the recruitment of inspectors shall only take place at the National Labour Inspectorate (see Section 7, para. 1 of Decree 149/2015).
combat undeclared work, Decree 149/2015 also defines sanctions for undeclared work and clarifies certain procedural requirements.

Reform of the unemployment benefits system

In line with the Commission’s recommendations for 2012–2013, Act No. 92/2012 provided for the revision of the unemployment benefits system as a whole. An important change was the repeal of the so-called indennità di mobilità (‘mobility allowance’). It is a benefit that was only paid to workers who were made redundant and consequently collectively dismissed by employers employing more than 15 workers. The mobility allowance is currently being phased out; its abolition will become fully effective in 2017. The reform of the Italian unemployment benefit scheme overall has been rather controversial. Particular concerns included the connection between the entitlement to mobility and economic incentives accompanying pre-retirement schemes. Therefore, in 2012 the government acceded to the request of the social partners to create bilateral solidarity funds in sectors not covered by CIGS and CIG (see above).

The 2012 Reform Act also put in place an entirely new unemployment benefit scheme, the Assicurazione Sociale per l’Impiego (‘Social Insurance for Employment’ – ASpI) that entered into force in 2013. The ASpI-scheme is coordinated by the Istituto Nazionale per la Previdenza Sociale (National Social Insurance Body – INPS). It provides workers (including employees, apprentices and members of cooperatives whose working arrangements have given rise to an employment relationship) with a monthly unemployment allowance in case of involuntary unemployment, applicable to cases of unemployment occurring after the reform’s entry into force. The monthly unemployment allowance replaced all previous unemployment benefits. At the same time, specific measures were adopted to increase the efficiency of the Italian public employment services. Incentives were introduced to improve such services, particularly at regional level, with a view to contributing job creation through active labour market policies (ALMP). Certain benefit eligibility conditions (CIGS and the monthly unemployment allowance) were linked to workers’ participation in such activation measures. In addition, measures to improve (un)employment-related data collection were introduced. Next to a database on ALMP, a later amendment imposed the duty to inform the Ministry of Labour of any agreement dealing with a company crisis in which (un)employment benefits are provided to the (redundant) workers.

While Law Decree No. 76/2013 further consolidated the amendments introduced in 2012, it was a result of the Jobs Act that more far-reaching changes on unemployment benefits were introduced. Legislative Decree No. 22/2015 introduced three new unemployment benefits: the New Social Insurance for Employment (NASpI), the Unemployment Benefit for Coordinated Self-Employed for 2015 (DIS-COLL) and the Unemployment Grant for 2015 (ASDI). It also introduced the ‘re-employment contract’ linked to unemployment status. This new type of

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48 The monthly unemployment allowance can be paid for 12 months (18 months for employees over 55) and shall amount to 75 per cent of gross earnings (social security taxable wage for the past two years, including elements of continuous, ongoing and additional monthly payments) up to EUR 1,180, and 25 per cent for the share exceeding that amount up to a maximum of EUR 1,119. The new benefit scheme is more favourable than the previous indennità di disoccupazione (ordinary unemployment benefit) which amounted to 60 per cent of gross pay, lasting eight months (12 months for employees over 50 years). The amount of monthly unemployment allowance will be reduced by 15 per cent after the first six months and by another 15 per cent after 12 months.
49 Paragraph 215 of the State Budget 2014 Act established the Active Labour Market Policies Fund. It was aimed at supporting the return of unemployed people to the labour market, also by experimentation at the regional level with what the law refers to as the ‘re-collocation contract’ (meaning an agreement between the relevant employment services and the unemployed person about the active search and acceptance of a work opportunity within a certain period of time and under certain conditions).
50 For example, unemployed persons who benefit from monthly unemployment allowances or mini-ASpI would lose their entitlement if they: (i) refuse an adequate job offer, meaning that the wage of the offered job is at least 20 per cent higher than the amount of the allowance; (ii) refuse, without any justifiable reason, to take part in training or retraining activities. The unemployed person would only lose the allowance if the offered (adequate) job or the training activity takes place no further than 50 km from their residence.
51 If a worker becomes unemployed in 2016, entitlement to NASpI will cover half of the number of weeks of contributions paid over the past four years. If a worker becomes unemployed thereafter, they will be entitled to NASpI up to a maximum of 78 weeks. ASDI is an experimental (2015) social assistance measure, payable up to a maximum of six months to NASpI beneficiaries once their entitlement to NASpI has expired. DIS-COLL is an income-related, insurance and contributory-based temporary (2015) unemployment benefit for coordinated self-employed persons. Entitlement to DIS-COLL lasts up to a maximum of six months. Its temporary nature is attributable to the fact that, according to the Jobs Act, coordinated self-employment is to be abolished (see Legislative Decree No. 81/2015).
contract provides each unemployed person with the right to far-reaching assistance from the Employment Services or from authorised private work agencies to find a job by concluding a personalised, publicly financed re-employment contract. If a beneficiary refuses to participate in an active labour market policy programme or to accept a suitable job offered within that programme they lose the financial support provided. More recently, new rules on ALMP were defined. Legislative Decree No. 150 of 23 September 2015 contained provisions for the reorganisation of the rules governing the system of labour services and active labour market policies. The Decree concerned the creation of a network of services for labour market policies (Sections 1–17); the identification of common and general principles on ALMP (Sections 18–28); and the reorganisation of the incentives system for recruitment (Sections 29–32). Importantly, the Decree provided for a significant expansion of the notion of who is to be regarded as ‘unemployed’. Among other things, the definition of unemployment now extends to workers who are at risk of losing their jobs. Such unemployed persons, by reason of their professional profiles, will be categorised in different classes in order to be able to sign a personalised agreement of service with the local employment centre within 60 days of registering as unemployed.

Law Decree of 21 May 2015 No. 65 on urgent measures concerning pensions, social measures and the guarantee of severance pay (TFR) should also be mentioned.\footnote{http://www.dl-elle.it/leggiavoce-menu/724-dl-65-2015-rivalutazione-dei-trattamenti-pensionistici}

In line with the European Commission’s recommendations, the Italian government has actively engaged in reducing the regulatory burden for enterprises (through, for example, hiring subsidies). A more pronounced contribution to such efforts can be found in the Jobs Act-related Legislative Decree No. 151 of 14 September 2015, entitled ‘Provisions aimed at rationalising and simplifying the procedures and administration of employment relationships and other provisions regarding employment relationships and equal opportunities’. The law addresses four categories of action. The first group contains regulations to simplify the procedures and administration of employment relationships; the second concerns employment relationships; the third deals with equal opportunities, and the fourth group provides for a revision of the system of sanctions in case of violations of the rules governing labour legislation and social laws.

(i) Simplification of procedures and administration of employment relationship:
– rationalisation and simplification of the targeted placement of disabled persons with the aim of overcoming problems of functionality which the rules in force highlighted (Sections 1–13, Legislative Decree No. 151/2015). The forms of intervention are:
  • the possibility of private employers to hire employees with a disability, even through a nominative request, but not to hire them directly: they may only hire disabled persons who are included in a specific list (Section 6). The possibility to include, in the so-called reserved quota, disabled workers whose work capacity has been reduced by a certain percentage, even if they were not hired through targeted placement procedures, has been introduced (Section 4);
  • a full revision of the procedure for incentives to hire disabled workers, establishing direct and immediate payment of the incentive to the employer by the INPS through an offset in monthly contribution reports. The Decree further strengthens the incentives for hiring disabled workers by extending it in case employers hire workers with intellectual and mental disabilities (Section 10).
– Rationalisation and simplification of the rules governing the establishment and administration of the employment relationship (Sections 14–19, Legislative Decree No. 151/2015). The main interventions are:
  • the obligation to maintain, from 1 January 2017, the libro unico del lavoro (an electronic file containing all relevant information on the employment relationship), which the Ministry of Labour and Social Policy may access (Section 15);
  • any communication regarding the employment relationship, targeted placement, protection of working conditions, incentives, active policy and professional training will be exclusively conducted electronically through simplified forms (Section 16);
  • the abolition of authorisation to work abroad (Section 18) and simplification of the job placement of sea-workers (Section 19).
– Rationalisation and simplification of health and safety at work and compulsory insurance against injuries at work and occupational diseases (Sections 20–21, Legislative Decree No. 151/2015). The main changes refer to:

• availability of technical and specialised instruments to reduce the level of health and safety risks for the employer by the INAIL, in cooperation with the local health authority (ASL) and coordination of the Regions, (Section 20, para. 1, let. e);
• the possibility of the employer to directly perform first aid assistance as required, as well as fire prevention and evacuation, even in company or productive units that involve more than five workers (Section 20, para. 1, let. g, no. 2);
• the electronic transmission to INAIL of injury or occupational disease certification (Section 21, para. 1, let. b, no. 2);
• elimination of the obligation to maintain an injury register (Section 21, para. 4).

(ii) Provisions on employment relationships (Sections 23–26, Legislative Decree No. 151/2015). The main modifications include: the introduction of simplified and safer procedures to resign from or to consensually terminate the contract of employment exclusively electronically using specific forms prepared by the Ministry of Labour and Social Policy available on its website. To prevent the phenomenon of so-called ‘blank resignation’, no other form of resignation will be valid (Section 26).

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