

# NATIONAL COLLECTIVE LABOUR AGREEMENT ON DOMESTIC WORK 16 July 2013

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## Art. 1 - Scope

1. This national collective agreement, drawn up between:

- FIDALDO, Italian federation of employers of domestic workers, member of Confedilizia [Association of Italian property owners], and including Nuova Collaborazione, Assindatcolf, Associazione datori di lavoro di collaboratori domestici, Associazione datori lavoro domestico,

- DOMINA, Associazione Nazionale Famiglie Datori di Lavoro Domestico

on the one hand,

and Federcolf, Filcams-CGIL, Fisascat-CISL, Uiltucs-UIL,  
on the other,

provides for domestic work employment in a unified way for the entire country.

2. The agreement applies to employees, includes non-Italian nationals or stateless people, however they are employed, employed to run the household family life and family-like co-habiting, having taken into account certain fundamental characteristics of the employment.

3. Without prejudice to the regulation for the individuals to whom it is aimed at, concerning equal employment in the Agreement dated 24 November 1969, no. 68, approved with law of 18 May 1973, no.304.

## Art. 2 - Indivisibility of this regulation

1. The provisions of this national collective regulation, are inseparable and correlative within each of its institutions, therefore not cumulative with other types of indemnity, and are deemed by the parties generally more favourable than those listed in previous collective agreements.

## Art. 3 - Better treatment clause

1. Any more favourable treatment will be maintained '*Ad personam*'.

## Art. 4 - Work documents

1. At the time of recruitment, the employee must supply the necessary documents to the employer in accordance with the legislation in force and show the following: national insurance and social security documents, health care and any other up to date documents with all the certifications required by the laws in force, a valid personal identity document and any specific diplomas or certificates. In case of multiple employments, the above documents will be kept by one of the employers who will issue a receipt. Non-EU workers can be hired if in possession of a leave to remain valid for employment.

## Art. 5 - Recruitment

1. The employment of workers shall be carried out in accordance with the law.

## Art. 6 - Individual contract of employment (letter of recruitment)

1. A contract of employment must be entered into between the parties (letter of employment) and will include, in addition to any specific clauses:

- a) the date of commencement of the employment;
- b) job classification level, as well as length of service in level A for domestic employees with less than 12 months of professional experience and not caring for people, or, if acquired before 1 March 2007, in the former third category;
- c) duration of the trial period;
- d) existence or absence of cohabitation arrangements;
- e) the main address of the employee, as well as any other address, valid during the employment relationship; for cohabitation arrangements, the employee must specify whether his/her domicile is different from that of the cohabitation, or so it can be used in the event of his/her absence from the latter and to validate for all intents and purposes the cohabitation address, even in the event of his/her absence provided it is consistent throughout the employment;
- f) duration and distribution of the working hours;
- g) any work uniform, which must be provided by the employer;
- h) arrangement of the weekly half-day rest in addition to Sunday or to another day as set out in art. 14, last paragraph;
- i) contracted wage;
- l) work place as well as the provision of any temporary travel for holiday purposes or for other family reasons (transfers);
- m) agreed period of annual leave;
- n) specification of a suitable space where the employee has the right to keep and store their personal belongings;
- o) commitment of all the other institutions under this Agreement, including the provisions of Art. 52, relative to the payment of contractual assistance contributions.

2. The letter of appointment, signed by the employee and by the employer, will be exchanged between the parties.

## Art. 7 - Temporary employment contract

1. The employment can be temporary in compliance with the applicable law, to be notified in writing, with exchange between the parties of the relevant letter which must include the justifying circumstances.

2. Written notice is not required when the duration of the employment relationship is purely occasional, i.e. not more than twelve calendar days.

3. The term of the fixed-term contract can be extended only if the initial contract duration is less than three years and with the consent of the employee. In these cases, the extension is only allowed once and provided that it is required for objective reasons and refers to the same work for which the contract was entered upon for a set period of time; the total duration of the fixed-term will not be longer than three years, including the possible extension.

4. For example, setting a fixed term to the duration of the employment contract is allowed in the following cases:

- to provide a specific or timed-limited service, even if this is repetitive;
- to partially replace workers who have obtained a suspension from employment for family reasons, including the need to reach their own family residing abroad;

- to replace workers that are sick, injured, on maternity leave or who benefit from the rights set by the law on protection of minors and the disabled, even beyond the periods of mandatory retention of the position;
- to replace workers on annual leave;
- for assistance away from home to non-self sufficient persons admitted to hospitals, nursing homes, residential care homes and nursing homes.

5. Employers may also use fixed-term employment in cases that justify temporary employment.

#### Art. 8 - Job Sharing

1. Hiring two employees who perform the duties of a single work capacity is permitted.
2. Without prejudice to the obligation of solidarity and without prejudice to any other agreement between the Contracting Parties, each of the two employees is personally and directly responsible for the performance of the entire work obligations.
3. The shared employment contract must be concluded in writing. The letter of appointment must state the salary and conditions due to each worker under this collective agreement, as well as the percentage measurement and the timing of daily, weekly, monthly, or yearly work which is expected of each of the two workers.
4. Without prejudice to any other agreements between the parties, the two workers have the right to agree, at their discretion and at any time, substitutions between them, as well as change the timing by mutual consent of the respective working hours, in which case the risk of the impossibility to perform the work due to facts concerning one of the two employees, lies on the other employee. The salary and application of laws to each of the two workers is proportional to the actual work actually performed by each worker.
5. Substitutions by a third party in the event of impossibility of one or both of the co-workers are not allowed.
6. Unless otherwise agreed between the parties, the resignation or dismissal of one of the workers shall entail the extinction of the entire contract. This provision does not apply if, at the request of the employer or on the proposal of the other employee, the latter becomes available to fulfill the work obligations, wholly or partially, in which case the shared work contract is changed into a normal employment contract pursuant to Art. 2094 Civil Code. Similarly, the employee is given the opportunity to designate a person with whom he/she may take up the whole workload, subject to the employer's consent. In any case, the lack of agreement between the parties will lead to the extinction of the entire contractual relationship.

#### Art. 9 - Vocational training leave

1. Permanent full-time workers with seniority of service with the employer of at least 12 months can take advantage of 40 hours of paid leave per year to attend professional training courses specific for staff or carers.
2. The above number of hours can be used for any training activities provided by law and necessary for the renewal of residence permits. In this perspective, employers are to encourage workers' attendance to specific training courses run by public agencies or organised or recognised by bilateral bodies, also aimed at the renewal of residence permits. The use of the total number of hours for the purposes referred to in this paragraph

shall be reported in the appropriate documentation, also showing the schedule of the training activities attended.

3. It is not possible to roll over any such leave.

#### Art. 10 - Job classification of workers

1. Employers are classified into four levels, each of which corresponds to two pay-scale parameters, the upper of which is defined as "super":

##### Level A

This level accounts for generic domestic workers, not involved with personal care, without professional experience or with professional experience (also gained at different employers) of less than 12 months, and workers who have the necessary experience, competently perform their duties relative to the necessary job profiles at executive level and under the direct supervision of the employer.

##### Profiles:

- a) Domestic worker with less than 12 months of professional experience, not involved in personal care. Carries out duties pertaining to domestic workers, in terms of job placement and in the first phase of training. Once twelve months of seniority have been achieved, the worker will be classified in level B with the title of all-round general assistant;
- b) Cleaning personnel. Workers in this category exclusively perform household cleaning duties;
- c) Laundry staff. Laundry staff performs duties pertaining to the laundry;
- d) Kitchen aid. Kitchen aid staff performs duties to support the cook;
- e) Groom. Normal cleaning duties of the stable and general care of the horse/s;
- f) Pet sitter. Pet sitters duties are to care for family pets;
- g) Garden worker to tidy and water green areas;
- h) Ordinary labourer. Performs manual and physical tasks both for seasonal general cleaning and minor maintenance jobs.

##### Level A "super"

##### Profiles:

- a) Chaperone. Acts exclusively as a companion to self-sufficient people, without carrying out any jobs;
- b) Child minding. Carries out occasional and / or irregular duties of supervision of children during the absence of family members, without providing any form of care.

##### Level B

This level includes domestic workers with the necessary experience that carry out their jobs using specific skills, even if at executive level.

##### Profiles:

- a) All-round generic worker. He/she performs the tasks concerning the normal course of family life, completing, also jointly, cleaning and tidying tasks, is in charge of the kitchen, laundry, looks after pets as well as doing other tasks within the classification level;

- b) Private residence porter. He/she carries out surveillance duties of the property of their employer and their appurtenances, and acts as guardian, if provided with accommodation within the property;
- c) Ironing clerk. Performs ironing tasks;
- d) Waiter/waitress. Carries out table and room service;
- e) Gardener. Employed to care for the green areas and any associated maintenance;
- f) Skilled worker. Performs manual tasks as part of maintenance duties, including complex ones;
- g) Driver. Drives a suitable motor vehicle used for the transport of people and personal items, also performing routine maintenance and cleaning operations;
- h) Attends to the tidying up of rooms and breakfast service also for the guests of the employer. Performs ordinary duties provided for the all-round generic worker, as well as taking care of the cleaning of bedrooms and breakfast table service for the guests of the employer.

#### Level B "super"

Profile:

- a) Assistant to self-sufficient people. Provides assistance to self-sufficient people (elderly or children), including, if required, for any activities concerning the need for food and house cleaning where the assisted live.

#### Level C

This level includes domestic workers that possess specialist basic knowledge, both theoretical and technical, concerning the performance of given duties and therefore operate totally independently taking full responsibility.

Profile:

- a) Cook. Performs tasks involved in the preparation of meals and relative cooking tasks; also takes care of the supply of the necessary ingredients.

#### Level C "super"

Profile:

- a) Assistant to non-self sufficient persons (not trained). Provides assistance to non-self-sufficient people (elderly or children), including, if required, for any activities concerning the need for food and house cleaning where the assisted live.

#### Level D

This level includes domestic workers who possess the necessary professional requirements, covering specific job positions characterised by responsibility, autonomy of decision and / or coordination.

Profiles:

- a) Family asset administrator. Performs tasks concerning the administration of family assets;
- b) Butler. Performs tasks concerning the management and coordination of all the needs relative to family services;
- c) Housekeeper. Carries out coordination duties concerning the activities of room maids, ironing, laundry, wardrobe, and the like;

- d) Head cook. Manages and co-ordinates all the requirements concerning the preparation of food and, in general, any kitchen and pantry task;
- e) Head gardener. Manages and coordinates all the requirements concerning the care of green areas and their maintenance;
- f) Tutor. Performs education and / or training duties of household members.

#### Level D "super"

##### Profiles:

- a) Assistant to non-self sufficient persons (trained). Provides assistance to non-self-sufficient people, including, if required, for any activities concerning the need for food and house cleaning where the assisted live.
- b) Household manager. Manages and coordinates all the necessary activities concerning the running of the household.

##### Notes on the record:

- 1) The employee performing multiple tasks is entitled to fit into the classification level matching the main task.
- 2) Self-sufficient person refers to a person capable of performing the most important personal care and social activities.
- 3) Staff training, if applicable for the award of a qualification, is intended completed when the worker holds a diploma in the specific field covered by their job, gained in Italy or abroad, as long as officially equivalent, also through training courses with the minimum duration required by regional legislation and not less than 500 hours.

#### Art. 11 – Occasional night shifts for personal care

1. Non-nursing staff specifically hired for non-regular night care work waiting on self-sufficient patients (children, elderly, disabled or sick), and consequently classified in Level B "super", or for non-regular night care work waiting on non-self-sufficient patients and consequently classified in the C-level "super" (if not trained) or Level D "super" (if trained) will be paid the wage as in Table D attached to this agreement on the level of classification if the times of the service falls between 8 p.m. and 8 am, except as provided for by art. 15 and, for live-out arrangements, there is obligation for breakfast, dinner and a suitable accommodation for the night.
2. Live-in staff referred to in this article shall in any case be guaranteed eleven hours of rest every twenty-four consecutive hours.
3. The employment under this Article shall be followed by contract signed by the parties; this act shall state the starting and end time of the care service provided and its occasional nature.

#### 12 - Exclusively waiting service

1. Staff employed solely to provide a night presence, will be paid according to the pay scale provided in Table E attached to this contract; if the duration of the presence required is between 9 p.m. and 8 a.m., the worker shall have the necessary full night's rest in a suitable accommodation.

2. If any requests are put to the worker other than the presence, these will not be considered overtime, but additionally paid according to the scale for non live-in workers, as reported in Table C attached to this contract, including any relative contracted bonus due only for the time actually employed.

3. The Staff shall be recruited through a special contract signed and exchanged between the parties.

#### Art. 13 - Probationary Period

1. Workers from levels D and D "super" are subject to a fully paid 30 days probationary period of actual work, whereas the probationary period for workers from other levels will be of 8 days of actual work.

2. An employee who has passed the probationary period without having received notice of termination is automatically considered confirmed. The service provided during the trial period should be counted for all purposes of seniority.

3. During the probationary period, the employment relationship may be terminated at any time by either party without notice, but with the payment to the employee of any wages and any accessory sums for the work done.

4. If the employee has been recruited as coming from another region without having transferred his/her formal residence, and the termination of the relationship is not for a just cause, shall receive a notice period of 3 days by the employer or, failing that, the corresponding remuneration.

#### 14 - Weekly time off

1. Weekly rest periods for live-in workers is of 36 hours and should be enjoyed for 24 hours on Sunday, while the remaining 12 hours can be enjoyed on any other day of the week, as agreed between the parties. On that day, the employee will provide his/her services for half the number of hours of a normal working day.

If services are provided in the 12 hours of non-Sunday rest, they will be paid the pay will be increased by 40%, unless such time off is not enjoyed another day of the same week, differently than that agreed under the previous paragraph.

2. The weekly rest period for live-out workers is 24 hours and should be enjoyed on Sundays.

3. The weekly Sunday rest is inalienable. If there were a request for services for unpredictable needs that can not otherwise be met, an equal number of hours of unpaid rest will be granted on the following day and the hours worked will be paid with a 60% increase of the total actual remuneration.

4. If the worker practices a religious faith that provides for the celebration on a day other than the Sunday, both parties may agree on a suitable contractual replacement of the Sunday with another day; if an agreement cannot be reached, full application of the preceding paragraphs shall be given.

#### Art. 15 - Working hours

1. The normal duration of the working day is agreed between the parties and in any event, except as provided in paragraph 2, will include a maximum of:

- 10 hours a day, not consecutive, for a total of 54 hours per week, for live-in workers;
- 8 non-consecutive hours per day for a total of 40 hours per week, over 5 or 6 days, for live-out caregivers.

2. Live-in workers on levels C, B and B "super", as well as students aged between 16 and 40 years that are attending courses at the end of which a certificate recognized by the State or by public bodies is awarded, may be employed as live-in caregivers for up to 30 hours per week; their hours of work will be divided into the following types:

- a) full shift between 6 a.m and 2 p.m.;
- b) full shift between 2 p.m. and 10 p.m.;
- c) full shift of up to a maximum of 10 non-consecutive hours a day, in no more than three days a week.

These workers shall be paid, regardless of the hours worked in the maximum limit of 30 hours per week, a salary based on Table B attached to this contract, without prejudice to the obligation to pay the entire compensation in kind. Any work carried out outside the actual working hours agreed in the written contract referred to in paragraph 3 shall be paid with the total hourly de facto remuneration, if temporarily located within the same scheduling type; work performed temporarily outside of this type will be paid in any case the total remuneration of the time worked with the increases provided for by Art. 16.

3. The employment, pursuant to paragraph 2 shall be subject to a written, approved contract signed by the employer and the employee and which shall include the actual length of the shifts agreed and their timing within the schedule specified in the same paragraph 2; workers so employed shall apply in full all regulations covered by this contract. With a written document, drafted and signed by the employer and the employee, containing the same elements, the live-in arrangements with standard duration of working time within the meaning of paragraph 1 may be transformed in live-in arrangements referred to in paragraph 2 and vice versa.

4. The live-in caregiver is entitled to a rest period of at least 11 consecutive hours in the same day, and if his/her daily shift is not entirely scheduled between 6 a.m. and 2 p.m. or between 2 p.m. and 10 p.m., his or she is entitled to an mid- unpaid resting, usually in the afternoon of no less than 2 hours per day of actual rest. During this rest period, the employee is allowed to exit the house of the employer in any case with the purpose in that time frame of actually recovering physical and mental energy.

It is possible to make up mutually agreed and under standard arrangements for any unworked hours, at the rate of not more than 2 hours per day.

5. Shift are arranged by the employer, within the period referred to in paragraph 1, for the full-service live-in staff; any live-in caregiver working on a reduced service regime or live-out the working schedule is agreed between the parties.

6. Except as provided for the working relationships referred to in Articles 11 and 12, work carried out between 10 p.m. and 6.00 a.m. is considered night duty and if ordinary, is paid with a 20% increase of the total salary of the overall wages and if overtime, being provided beyond the normal time work, is paid as per art. 16.

7. Care for his/her person and belongings, other than carried out as part of the duties, will be performed by the employee outside of working hours.

8. The employee asked to work a shift of or longer than 6 hours, where it is required that he or she provides a consistent presence in the workplace, is entitled to a meal, or, where this is not possible, to compensation equal to its conventional value. The time necessary to enjoy the

meal, as spent without performing any work duties, shall be agreed between the parties and unpaid.

9. An employer who provides work to one or more full-time caregivers supporting non-self-sufficient patients and classified under CS or DS levels, can employ one or more workers, live-in or not, to be classified in the CS or DS levels with limited service duties to cover the days off for the main care workers. Such provision of services will be paid according to the chart "G" inclusive of the surcharges therein listed.

#### Article 16 - Overtime

1. The employee may be required to work after the agreed time, both day and night, except in the presence of any justified reason for refusal. In no event shall overtime affect the right of the daily rest period.

2. Overtime is any time that exceeds the maximum daily or weekly term as defined in art. 15, paragraph 1, unless an extension has been agreed in advance to make up for any non-worked hours.

3. Overtime is paid as the total remuneration of any worked hours increased as follows:  
- 25% if from 6 a.m. to 10 p.m.;  
- 50% if paid from 10 p.m. to 6 a.m.;  
- 60% if performed on a Sunday or bank holiday listed in art. 17.

4. The hours worked by a live-out worker, in excess of 40 hours and up to 44 hours per week, provided they are performed 6 a.m. and 10 p.m., are paid with a standard hourly wage increased by 10%.

5. Overtime must be requested with at least one day's notice, except in cases of emergency or unforeseen circumstances.

6. In case of emergency, services provided during rest hours, day or night, are considered standard and will give rise only to the extension of the rest itself; those services must have an absolute occasional and unpredictable character.

#### Article 17 - National and mid-week holidays

1. Festivities recognised by the legislation in force are considered bank holiday; they currently are:

- 1 January,
- 6 January,
- Easter Monday,
- 25 April,
- 1 May,
- 2 June,
- 15 August,
- 1 November,
- 8 December,

- 25 December,
- 26 December,
- Patron Saint of the town.

In those days complete rest will be observed, without prejudice to the obligation to pay the normal wage.

2. For hourly work, bank holidays referred to in paragraph 1 will be paid on the basis of the normal hourly pay calculated at a sixth of the weekly schedule. Payable festivities all fall over the set period, regardless of the fact that in those days working was planned or not.
3. If work is scheduled, in addition to the normal daily wage, payment of the hours worked by the total remuneration actually increased by 60%.
4. In the event of a midweek holiday coinciding with Sunday, the employee will be entitled to recover his/her rest on another day or, alternatively, to be paid 1/26 of the monthly total remuneration of the actual work done.
5. The days that have ceased to be regarded as festive for civil purposes, in accordance with the Law of 5 March 1977 no. 54, have been offset by the recognition of the worker's enjoyment of the entire day public holidays referred to in paragraph 1.

#### Art. 18 - Annual Leave

1. Regardless of the length and distribution of the working schedule, the employee is entitled to a leave of 26 working days during each year of service with the same employer.
2. Employees with monthly remuneration will receive normal pay without any deduction; those with proportional hourly pay shall receive a salary calculated to one sixth of the weekly schedule for each day of leave taken.
3. The employer, in line with their own needs and those of the employee, shall agree on the period of leave, subject to the possibility of a different agreement between the parties, from June to September.
4. The right to a period of leave is essential. In accordance with art. 10 of Legislative Decree no. 8 April 2003, no. 66, a minimum period of 4 weeks for each year of service can not be replaced by relative benefits, except as provided in paragraph 8.
5. The holidays are usually enjoyed on a continuous basis. They may be divided into no more than two times per year, as long as the arrangement is agreed between the parties. The taking of leave, except in the case provided for in paragraph 7 should take place for at least two weeks within the year of maturation and, for at least a further two weeks, within 18 months following the year of maturation.
6. During the period of the leave, the employee is entitled to remuneration for each day equal to 1/26 of the monthly total remuneration of actually worked days.
7. A worker who gets accommodation and board is entitled to the conventional lieu of remuneration for the holiday period, if they do not benefit from such arrangements during that period.
10. If a non-Italian worker who needs to enjoy a longer period of leave in order to use it to a non-final return to their home country, at his/her request and with the agreement of the

employer, it is possible to accumulate paid leave up to a maximum of two years, as an exception to the provisions of paragraph 4.

9. In the event of dismissal or resignation, or if at the time of commencement of the enjoyment of the holiday period the worker has not reached one year of service, the employee will be entitled to as many twelfths of the leave to which he/she is entitled, as there are number of months of the actual service provided.

10. Holidays may not be taken during the period of notice and redundancy, or during sick leave.

7. Enjoying annual leave does not stop the employer from the accrual of any contractual benefits.

Clarification on the record.

Workers are entitled to a period of annual leave in the amount of 26 working days, provided that the working week - whatever the distribution of weekly working time - is still considered to be six working days from Monday to Saturday to the effects of calculation of leave.

#### Article 19 - Suspension of work during weekends

1. During weekend suspension of work, due to the needs of the employer, the employee will be paid the total remuneration of fact, including, in the case of a live-in carer, the conventional lieu of remuneration, provided that they do not benefit from such arrangements during that period.

2. For serious and documented reasons, the employee may request a withdrawal weekend period without accrual of any benefit of pay for up to 12 months. The employer may or may not agree with the request.

#### Art. 20 – Leave

1. Workers have the right to paid individual permits for the conduct of documented medical examinations, also partially coincident with the working hours.

Leave is due in the amounts set out below:

- Live-in caregivers: 16 hours per year reduced to 12 for workers under Article. 15, paragraph 2;

- live-out caregivers working no less than 30 hours per week: 12 hours per year.

For live out caregivers working less than 30 hours a week, the 12 hours will be rearranged proportionately to the time worked.

2. Workers will also qualify for unpaid leave by agreement between the parties.

3. Workers affected by proven misfortune to cohabiting family or relatives within the second degree are entitled to a paid leave equal to 3 working days.

4. Male workers with children are entitled to 2 days of paid leave in the event of the birth of a child, also to fulfill all legal obligations.

5. The employee who so requests will also be granted short-term unpaid leave taken for justified reasons.

6. In case of unpaid leave the allowance in lieu of room and board is not due.

#### Art. 21 - Absence from work

1. Workers' absence from work must be always promptly notified to the employer. For leave due to sickness art. 26 applies and for leave due to injury or occupational sickness article 28 will be enforced.

2. Absence that is not justified by the fifth day, and where there is no force majeure, should be considered just cause for dismissal. To this end, the relevant letter of protest and that of any subsequent dismissal will be sent to the address stated in the letter of appointment, as required by art. 6, paragraph e of this contract.

#### Art. 22 - Right to education

1. Taking into account the nature of family life, the employer will encourage the attendance of the worker to educational courses to get primary school education or specific professional qualifications; a certificate of attendance shall be presented to the employer on a monthly basis.

2. The hours not worked for this purpose are unpaid, but the employee may make up for them under standard conditions; the hours necessary for the annual examinations, within the daily schedule, will be paid as required for the exams themselves.

#### Art. 23 - Marriage

1. In the case of marriage, employees are due 15 calendar days paid leave.

2. A worker who gets room and board is entitled to the conventional lieu of remuneration for the holiday period, if they do not benefit from such arrangements during that period.

3. The remuneration of the leave will be paid upon presentation of the marriage certificate.

4. The employee may elect to take marriage leave even not coinciding with the date of the marriage, but within one year from it and provided that the marriage is entered into within the same employment. Failure to use the leave due to the resignation of the employee does not lead to any entitlement to compensation in lieu.

#### Art. 24 - Protection of working mothers

1. The rules of law on the protection of working mothers are applicable, with the limitations set forth therein, except as provided in the following paragraphs.

2. It is prohibited to assign women to work:

- a) during the 2 months prior to the expected date of delivery, subject to any early or delayed arrangement as required to comply with the law;
- b) for the potential period elapsing between that date and the actual delivery;
- c) during the 3 months after delivery, except for authorised postponements.

These periods must be counted towards service in all respects, including those concerning the Christmas bonus and annual leave.

3. Since the beginning of pregnancy, provided that this occurred during the employment relationship, and until the end of maternity leave, the employee may not be dismissed except for just cause. The resignation of the worker in this period are ineffective and unproductive unless made in writing and validated according to the procedures laid down in article 39 paragraph 10. Any unjustified absence within five days, other than in cases of force majeure, shall be considered just cause for dismissal of the worker.

4. In case of the voluntary resignation submitted during the period for which it the prohibition of dismissal is applicable, pursuant to paragraph 3, the female worker is not obliged to give notice.

5. The rules of law are applicable on the protection of paternity and adoption and pre-adoption foster arrangements, with the limitations set out.

*Statement in the minutes:*

*The Labour Unions express the need to overcome the current limitations tailoring regulations to the contractual provisions of the ILO Convention no.189/2011. Therefore, in order to equalise the protection of all female workers, they are to promote any useful initiative to bodies, offices and institutions.*

*Statement in the minutes:*

*The associations of employers believe that the current legal regulations broadly operate in accordance with the dictates of the ILO Convention no. 189/2011, which provides, in favour of the female workers in the domestic sector, terms that are no less favourable than those applicable to other sectors taking into account the particular existing conditions in the families employing household staff.*

#### Art. 25 - Protection of child labour

1. There shall be no recruitment of children below the age of 16 years.

2. It is permitted to recruit adolescents, according to the law 17 October 1967 no. 977, as amended and supplemented by Decree 4 August 1999, no. 345, provided that it is compatible with the special requirements of protection of health and does not come in the way to getting compulsory education.

3. It is forbidden to assign children to night work, except in cases of force majeure.

4. Also to comply are the provisions of art. 4 of the Law of 2 April 1958 no. 339, under which an employer that intends to employ and set up a live-in arrangement an under-18 worker with their own family, must obtain a written declaration of consent by endorsed signature of the Mayor of the municipality of residence of the employee, of the person exercising parental authority, and who will then be given advance notice of dismissal; the employer is committed to a special care of the child, for the development and the respect of his/her physical, moral and professional persona.

#### Art. 26 - Sickness

1. In case of sickness, the employee must promptly notify the employer except in cases of force majeure or objective impediments, within the times provided by contract before the beginning of the scheduled work.
2. The employee must then submit a medical certificate to the employer issued within the next day of falling ill. The certificate, stating the prognosis of inability to work, must be delivered or sent by registered mail to the employer within two days of its release.
3. For live-in workers is not necessary to send the medical certificate, unless it is specifically requested by the employer. Providing a medical certificate remains compulsory for the live-in carers, where the sickness occurs during the holidays leave or periods when workers are not present at the home of the employer.
4. In case of illness, the employee, be they live-in or live-out, is entitled to keep their post for the following periods:
  - a) with seniority of up to 6 months, after the trial period is over, of 10 calendar days;
  - b) with seniority of more than 6 months up to 2 years, 45 calendar days;
  - c) with seniority of more than 2 years, 180 calendar days.
5. The periods concerning the retention of one's job are calculated in the calendar year, meaning for the period of 365 days following the event.
6. The periods referred to in paragraph 4 shall be increased by 50% in the case of oncological disease, documented by the competent local health authority.
7. During the periods stated in the preceding paragraphs 4 and 6, in case of illness the total standard remuneration is applicable for a maximum of 8, 10, 15 days a year according to the seniority accrued as in points 1, 2 and 3 of the same paragraph 4, in the following manner:
  - until the 3rd consecutive day, 50% of the total standard remuneration;
  - from the 4th day onwards, 100% of the total remuneration of fact.
8. The most favourable conditions remain in place locally that relate to the law concerning live-in workers.
9. The addition of a conventional fee in lieu of room and board for staff who normally benefits from them, is due only in the event that the employee is not sick in hospital or at the domicile of the employer.
10. Sickness during in the probation or notice period will suspend the effect of the same.

#### Art. 27 - Protection of working conditions

1. Every worker has the right to a safe and healthy work environment, based on the provisions of the legislation in force, in relation to domestic environments. To this end, the employer will be required to ensure the presence of a suitable circuit breaker on the electrical system, so-called life-saver.
2. The employer shall inform the employee about any risks involved in the work relative to the use of equipment and exposure to certain chemical, physical and biological agents.
3. This information will be provided when setting out the duties or their subsequent change, by delivering the relevant document that will be processed by the sector's bilateral body - Ebincolf.

#### Art. 28 - Accidents at work and occupational diseases

1. In the event of an accident at work or occupational disease, it is up to the employee, live-in or live-out, to keep their job for the following periods:
  - a) with seniority of up to 6 months, after the trial period is over, of 10 calendar days;
  - b) with seniority of more than 6 months up to 2 years, 45 calendar days;
  - c) with seniority of more than 2 years, 180 calendar days.
2. The periods concerning the retention of one's job are calculated in the calendar year, meaning for the period of 365 days following the event.
3. The worker, in the case of an accident at work or occupational disease, will benefit from the provisions set out in the Pres. Decree 30 June 1965, no. 1124 and subsequent amendments and additions.
4. Benefits are paid via INAIL, to which the employer must report all accidents or occupational diseases in the following terms:
  - Within 24 hours and telegraphed for fatal accidents or such assumed;
  - Within two days of receipt of the certificate of an injury or occupational disease, for events that do not prognosticate recovery within three days;
  - Within two days of receipt of the certificate of continuation, for events initially prognosticated curable within three days but not cured within that period.
5. The report to INAIL must be made on the appropriate form provided by that institution and accompanied by a medical certificate. Another report must be filed within the same time to the authority of Public Safety.
6. The employer must match the total standard remuneration for the first three days of absence due to injury or occupational disease.
7. The addition of a conventional fee in lieu of room and board for staff who normally benefits from them, is due only in the event that the employee is not sick in hospital or at the domicile of the employer.
8. Accidents and occupational diseases on probation or notice periods suspend the effective date of such notice.

#### Art. 29 - Social security benefits

1. The employee must be subject to the types of national insurance and social security benefits provided by the law, both in the case of relationship under both live-in and live-out arrangements.
2. In case the worker has multiple work relationships, forms of insurance and social security must be applied by each employer.
3. Any agreement to the contrary is void.

#### Article 30 - Military service and call to arms

Reference is made to the laws governing the matter.

## Art. 31 – Relocation

1. In case of relocation to another municipality, the employee must be given advance notice, in writing, of at least 15 days in advance.
2. The relocated employee shall be paid a daily allowance equal to 20% of the total standard remuneration for the first 15 days of assignment to the new place of work.
3. The transferee will also be paid for the reimbursement of expenses for travel and relocation for themselves and their belongings, if the same is not provided directly by the employer.
4. An employee who does not accept the transfer is entitled to compensation in lieu of notice, if the deadline referred to in paragraph 1 has not been respected .

## Art. 32 – Travelling

1. The live-in worker as under Article 15, paragraph 1, shall travel, if requested by the employer or follow the employer or the person to whose care he/she is assigned to, in temporary stays in other municipalities and / or secondary residences. In these locations, the employee will receive the weekly rest.
2. In cases of travels referred to in paragraph 1, the employee shall be reimbursed the travel expenses that he or she has incurred directly on such occasions. A daily allowance equal to 20% of the daily minimum wage table, listed in Table A, will also be paid to the worker for all the days in which he/she has been away or has gone into temporary stays, as indicated in paragraph 1, except in the case where the relevant obligation was contractually required in the letter of appointment.

## Art. 33 - Remuneration and payslips

1. The employer, together with the regular payment of remuneration, shall prepare a pay slip in duplicate copy, one for the employee signed by the employer and the other for him/herself, signed by the employee.
2. The employee's salary consists of the following items:
  - a) contracted minimum wage as in art. 34, including for levels D and D "super" of a specific element called "occupational allowance";
  - b) any automatic seniority increases as in art. 36;
  - c) possible allowance in lieu of remuneration for room and board;
  - d) any extra allowance over minimum pay.
3. The pay slip must include whether any remuneration referred to in subparagraph d) of paragraph 2 is a better '*ad personam*' condition as extra wage to the floor; in addition to the items referred to in paragraph 2, it should also provide information on compensation for overtime and holidays as well as deductions for social security contributions.
4. The employer is required to issue a certificate with the total amount of the sums paid during the year, issued at least 30 days before the expiry of the deadline for filing the tax return, or upon the termination of the employment relationship.

#### Art. 34 - Minimum wage

1. The minimum rates of pay are set out in Tables A, B, C, D, E and G annexed to this contract and are reviewed annually in accordance with art. 37.

#### Art. 35 - Room and board

1. The food due to the worker must assure healthy and sufficient nourishment; the working environment must not be harmful to his or her physical and the moral self.

2. The employer must provide the worker with suitable accommodation to preserve their dignity and privacy.

3. The standard values of room and board arrangements are set out in Table F attached hereto and are re-assessed on a yearly basis in accordance with art. 37.

#### Art. 36 - Automatic seniority increases

1. With effect from 22 May 1972, for every two years of service with the same employer, a 4% increase on the contracted minimum wage is due to the employee.

2. As of 1 August 1992 automatic increases are not absorbable to the minimum wage.

3. The maximum number of automatic increases is set at 7.

#### Art. 37 - Periodic change in minimum wage and standard value of room and board arrangements

1. The contractual minimum wages and the values of the standard room and board arrangements, as determined under this contract are changed by the National Commission For Wage Update as per art. 44, according to the changes in the cost of living for families of employees and workers found by ISTAT to 30 November of each year.

2. The Commission will be convened for this purpose by the Ministry of Labour and Social Security, not later than 20 December of each year, in the first instance, and, on any subsequent calls every 15 days. After the third call, in the absence of an agreement or absence of the parties, the Ministry of Labour and Social Security is delegated by the Organizations and Associations involved to determine the periodic variation of the minimum wage, as set out in paragraph 1, in an amount equal to 80% of the variation in the cost of living for families of employees and workers found by ISTAT concerning contracted minimum wages and in an amount equal to 100% for the standard values of room and board.

3. The contractual minimum wages and the values of the standard room and board arrangement, as determined pursuant to the preceding paragraphs, have effect from 1 January of each year, unless otherwise agreed by the Parties.

#### Art. 38 - End of year bonus

1. For Christmas, but no later than December, the employee is due an additional month worth of pay, equal to the total standard remuneration, including the allowance in lieu of subsistence, as explained in the notes on the record affixed at the bottom of this contract.
2. Those whose benefits do not reach one year of service, shall be paid one-twelfth of that month for each month of employment.
3. The thirteenth month pay matures also during absences due to illness, accident at work, occupational disease, and maternity, within the limits of the job retention period of the place and for the share that is not paid by the relevant authorities.

#### Art. 39 - Termination of the employment relationship and notice

1. The employment relationship may be terminated by either party upon compliance with the following notice periods:

*for working relationships of not less than 25 hours per week:*

- up to 5 years of seniority increases with the same employer: 15 calendar days;
- more than 5 years of service with the same employer: 30 calendar days.

These terms will be reduced by 50% in the case of resignation by the employee.

*for working relationships of less than 25 hours per week:*

- up to 2 years of seniority increases with the same employer: 8 calendar days;
- more than 2 years of service with the same employer: 15 calendar days.

2. The notice period referred to in the preceding paragraph shall be doubled in the event that the employer gives notice of dismissal before the thirty-first day following the end of maternity leave.

3. For private porters, villa keepers and other employees who benefit with their family of independent accommodation owned and / or made available by the employer, the notice is:

- 30 calendar days for up to a year of service,
- 60 calendar days for any higher seniority.

At the expiry of the notice, the accommodation will be returned free of people and things that are not the property of the employer.

4. In case of failure or insufficient notice, the withdrawing party must give compensation equal to the salary corresponding to the period of notice that was not given.

5. Exceptionally serious shortcomings that do not even allow a provisional the continuation of the employment relationship may lead to dismissal without notice . The dismissal does not exclude any liability which may have been incurred by the worker.

6. Any employee who resigns for good cause is due a payment in lieu of notice.

7. In case of death of the employer the employment can be solved through the terms of the notice referred to in this article.

8. Co-habiting family members, who appear on the family certificate, are jointly and severally liable for work credits accrued until the time of death.

9. In the case in which the employment relationship is terminated by notice of dismissal, the employer shall, upon written request of the employee, be required to provide a written account stating that the dismissal took place.

10. The resignation of the employee shall be validated in accordance with article 4, paragraph 17 and following of the Law 92/2012 in the union, or at the direction of the territorial job centre or at the local job centre or by signing a copy of the complaint of termination sent by the employer to the relevant offices.

#### Art. 40 - Provision for severance indemnities (TFR)

1. In any case of termination of the employment relationship, the employee is entitled to a severance indemnities (TFR) determined in accordance with the Law of 29 May 1982. 297, amount of pay earned during the year, including the standard value of room and board: the total is divided by 13.5. The annual quotas set aside are increased under art. 1, paragraph 4, of the aforementioned law, by 1.5% per annum, re-proportioned on a monthly basis, and by a 75% increase in the cost of living, set by ISTAT, with the exception of the amount accrued in the current year.

2. Employers are to advance, at the request of the employee and not more than once a year, the severance pay to a maximum of 70% of the amount accrued.

3. The amount of the severance pay accrued annually from 29 May 1982 to 31 December 1989 must be re-proportioned in the ratio of 20/26 for the workers then classified in the second and third category.

4. For periods of service prior to 29 May 1982 the seniority benefits are determined in the following measures:

A) For the employment relationship under live-in or live-out arrangements with weekly shifts of more than 24 hours:

1) for seniority accrued prior to 1 May 1958:

- a) staff already considered as employed: 15 days per year for each year of seniority;
- b) personnel already considered as worker: 8 days for each year of seniority;

2) for the seniority accrued after 1 May 1958 and up to 21 May 1974:

- a) staff already considered as employed: 1 month for each year of seniority;
- b) personnel already considered as worker: 15 days for each year of seniority;

3) for seniority accrued from 22 May 1974 to 28 May 1982

- a) staff already considered as employed: 1 month for each year of seniority;
- b) personnel already considered as worker: 20 days for each year of seniority;

B) For employment of less than 24 hours per week:

1) for seniority accrued prior to 22 May 1974: 8 days for each year of seniority;

2) for seniority from 22 May 1974 to 31 December 1978: 10 days for each year of seniority;

3) for the seniority accrued since 1 January 1979 to 31 December 1979: 15 days for each year of seniority;

4) for seniority accrued from 1 January 1980 to 29 May 1982 20 days for each year of seniority.

Allowances, as determined above, are calculated based on final salary and accrued in the TFR.

5. For the calculation referred to in paragraph 4, the value of the working day is calculated by dividing the amount of weekly average pay by 6 or the amount of average monthly pay in place as at 29 May 1982 by 26. Such amounts shall be increased by the accrued Christmas bonus or thirteenth month.

#### Art. 41 - Compensation for death

1. In case of death of the employee, the compensation for redundancy and severance pay shall be paid to the spouse, children or, if they were dependant of the employee, to the relatives within the third degree and relatives by marriage up to the 2nd degree.
2. The allocation of allowances and severance pay, if there is no agreement among the persons entitled, must be in accordance with the law.
3. In the absence of the survivors as above, allowances are allocated according to the rules of will and legitimate inheritance.

#### Article 42 - Union leave

1. The members of the governing bodies of local and national labour unions signatory to this agreement, the charge which results from a special certificate of membership in the Organization of Auditors issued upon appointment, to be presented to the employer, are entitled to paid leave for documented participation in the meetings of those bodies, to the extent of 6 working days during the year.
2. Workers who wish to exercise this right must inform the employer normally 3 days before submitting the application for a permit issued by the trade unions to which they belong.

#### Article 43 - Interpretation of the Contract

1. The individual and collective disputes that may arise in relation to the employment relationship, regarding the legal interpretation of provisions of this contract, may be delegated to the Joint National Commission as per art. 45.
2. The Commission will decide within 60 days of receipt of the request.

#### Article 44 - National Bureau for the update of wages

1. This consists of a National Commission at the Ministry of Labour and Social Security, composed of representatives of workers trade unions and employers associations stipulating this contract.
2. Each trade union of workers and each employers association shall appoint its representative to the Commission, which shall act unanimously.
3. The National Commission has the functions referred to in articles 34, 35 and 37.

#### Article 45 - the Joint National Commission

1. The bilateral body referred to art. 47 is made up of a joint committee to include one representative from each of the Trade Unions of workers and equal number of representatives of associations of employers, stipulating the contract.
2. The Commission has the following duties, in addition to those indicated in art. 43:

- a) express opinions and make proposals concerning the application of this employment contract and the functioning of the territorial commissions of conciliation;
- b) assess the instances of the Parties to the possible identification of new professionals;
- c) bring the attempt at conciliation for disputes between the local associations of employers and the unions and local workers, belonging to the national associations and organizations signatories of this contract.

3. The National Commission will be convened whenever it deems it appropriate or when requested in writing with suitable justified reasons the signatories of the Parties to this contract.

4. The Parties undertake to call the Commission at least twice per year, in conjunction with the meetings of the Commission under article 44.

#### Art. 46 - Territorial Commissions of Conciliation

1. For all individual employment disputes relative to the application of this agreement, the parties may bring before prosecution, the attempt at conciliation referred to in Article 410 and following of the Code Procfs Civ., At the appropriate territorial Conciliation Commission, composed of representative trade union organizations and that of the Association of Employers, of which, respectively, the employee and the employer are members or issue a mandate.
2. The conciliation between the parties which produces the effect of Art. 2113, paragraph 4 of the Civil Code, shall result from the minutes.

#### Article 47 - bilateral authority Ebincolf

1. The Body is a bilateral joint body composed as follows: 50% from FIDALDO (now incorporated as indicated in the head note) and DOMINA, and the other 50%, from Filcams-CGIL, CISL-Fisascat, Uiltucs and Federcolf.
2. The national bilateral authority has the following functions:
  - a) to establish the observatory which has the task of carrying out analyses and studies, in order to capture the unique aspects of the different realities in our country. To this end, the observatory will detect:
    - The employment situation of the category;
    - The average standard earnings;
    - The level of implementation of the national collective bargaining agreement in the territories;
      - The degree of uniformity in the application of the national collective bargaining agreement and the provisions of law to the migrant workers;
      - The welfare and social situation of the category;
      - Training needs;
      - Analyses and proposals on safety;
  - b) to promote initiatives of training and professional qualification at various levels, in collaboration with regional authorities and other relevant bodies, as well as information security.

#### Art. 48 - Second-level bargaining

1. The second-level bargaining between the unions and employers' associations signed this National Collective Bargaining Agreement will refer, in principle, to regional or provincial for the autonomous provinces of Trento and Bolzano.  
Notwithstanding the foregoing, the territorial scope of the second-level bargaining may also refer to the metropolitan cities.
2. Bargaining in the previous paragraph will take place at the Ebincolf, with the presence and the agreement of all the signatories to this contract.
3. It will cover only the following materials:
  - i. allowance for room and board;
  - ii. time off for study and / or vocational training.
4. The agreements entered into pursuant to this article shall remain deposited for the purposes of their effectiveness, at the bilateral Institute Ebincolf.

#### Art. 49 – Domestic workers' pension fund

1. Cas.sa.Colf is a joint body composed of 50% by FIDALDO and DOMINA and the other 50% from Filcams-CGIL, CISL-Fisascat, Uiltucs and Federcolf.
2. The Cas.sa.Colf is intended to provide benefits and services to workers and employers, including treatments and health care insurance, supplemental and additional public benefits.

#### Art. 50 - Provision for Maid Service

1. The Maid Service Fund is a joint body composed of 50% by FIDALDO and DOMINA and the other 50% from Filcams-CGIL, CISL-Fisascat, Uiltucs and Federcolf.
2. Its purpose is to receive institutional aid paid pursuant to art. 52 and allocate it for the operation of contractual instruments referred to in Article 44 et seq.

#### Art. 51 - Supplementary pension

1. The Parties agree to establish a form of supplementary pension schemes for workers in the sector, with arrangements to be agreed within three months from the signing of this contract.
2. For the practical implementation of the provisions of the preceding subparagraph, the Parties agree that the contribution from the employer is equal to 1 percent of the salary used to calculate the severance indemnity and contribution paid by the employee is equal to 0.55 per cent of the salary used to calculate the severance indemnities.

#### Art. 52 - Contributions of contractual assistance

1. For the practical implementation of the provisions in the art. 43, 44, 45, 46, 47 and 49 of this contract and for the operation of joint bodies in the service of workers and employers, stipulating organisations and associations proceed with the collection of fees for contractual assistance by means of a social security or welfare Entitlement, under the Act

of 4 June 1973 no. 311, with collection by means of the compulsory payment slips for social security contributions or the different modalities agreed between the Parties.

2. for the payment of the fees referred to in paragraph 1, employers are required to pay their employees € 0.03 per hour, of which 0.01 due by the worker.
3. The Parties acknowledge that the assessments for the definition of the cost for the contract renewal, included taking into account the impact of the fees referred to in this article, which, consequently, for the portion paid by the employer, have a remunerative nature, with effect from 1 July 2007.

#### Article 53 - Entry into force and duration

1. This contract runs from 1 July 2013 and will expire on 31 December 2016 and shall remain in force until it was replaced by the next version.
2. In case of failure by either of the parties, to be notified at least 3 months before the expiration date by registered letter, the contract will automatically be considered renewed for three years.
3. The Parties will meet at the end of the 1st period of validity of this contract to consider the opportunity to apply any changes.

#### **Clarifications on record.**

- 1) The calculation of the daily wage is achieved by determining 1/26 of the monthly salary. Example: hourly rate of pay for hours worked in the week 52:12:26 = 1/26 of the monthly salary.
- 2) When in the contract the term "calendar days" is used, it refers to one thirtieth of the month (e.g. sickness).
- 3) When in the contract the term "working days" is used, it shall be deemed one twenty-sixth of the month (e.g. on annual leave).
- 4) The fractions of a year shall be worked out in whole months and fraction of a month, when they reach or exceed 15 calendar days shall be worked out as an entire month.
- 5) The term "total remuneration of fact" means that includes compensation for board and lodging for those using it, and enjoyed limited to the elements.
- 6) Social Partners foresee the updating of the current minimum wage at EUR 7.00, with effect from 1 January 2014, EUR 6.00, with effect from 1 January 2015 and EUR 6.00 with effect from 1 January 2016 for live-in workers framed in the BS level in Table A, and in proportion to the other levels / tables. The update of pay referred to in Article 37 of this national collective bargaining agreement will be made on the minimum wages consisting of increases agreed, as agreed.