

SUMMARY OF THE NATIONAL LABOUR CONTRACT FOR DOMESTIC EMPLOYMENT

EMPLOYMENT - article 5

The national labour contract establishes that, in order to be hired, the worker must give to the employer all the necessary documents required under the laws currently in force.

The national contract also states that an employment contract (letter of engagement) must be signed and exchanged by the two parties which must indicate:

- a) starting date of employment;
 - b) job category and seniority in this category,
 - c) duration of the trial period;
 - d) live-in or not, total or partial;
 - e) permanent address of the worker, as well as the domicile if different, which is valid for the purposes of hiring;
 - f) number and distribution of working hours;
- hourly or monthly wages agreed on;
- day off per week in addition to Sunday;
- indication of adequate space where the worker can store his/her personal effects
- l) indication of the workplace and statement of any temporary moves for holidays or other family reasons;
 - m) period of annual holiday;

FIXED TERM CONTRACTS - article 7

The national labour contract for domestic workers authorises hiring on **written** fixed term contracts, with letter of engagement exchanged by the parties (see Law no. 230 30/4/62 and Law no. 56 28/2/87), in the following cases:

- for performing a defined or predetermined service over time, even if the service is repetitive
- to take the place, including partially, of workers who have obtained leave of absence for family reasons, including the need to rejoin the family resident abroad
- to take the place of sick, injured or pregnant workers or workers taking advantage of the rights of the law on the protection of minors and the handicapped
- to take care of not self-sufficient people in hospitals, nursing homes, healthcare residential facilities and rest homes.

However, the overall duration of fixed term contracts shall not exceed three years, including any possible extensions.

To deal with these requirements, employers can also apply to temporary work agencies operating in line with the provisions of the law.

SHARED WORK - article 8

The national labour contract provides for the possibility to hire two workers, who might decide to share their work and who shall, however, be individually and directly held responsible for their performance.

3. The share work contract shall be entered into in writing. The employment contract shall specify the amount of monthly pay and the provisions applying to each of them in pursuance of this collective labour contract; the distribution of daily, weekly, monthly or yearly work between the two workers and working hours.

The two workers shall have the faculty to arrange replacements, if necessary. Due payments shall then be recalculated based on the actual working hours.

It is prohibited to allow third parties to take the appointed workers' place.

Resignation or dismissal of one of the two workers shall automatically imply the termination of employment for the other one; as an exception, the worker who would like to remain working for the same employer may ask to work full-time or recommend somebody with whom to share his/her work, provided that the said choice is confirmed by the employer.

LEAVE OF ABSENCE FOR VOCATIONAL TRAINING - article 9

The national contract establishes that full-time workers, who have worked for the same employer for at least 12 months, have the right to use an annual total of 40 hours of paid leave to attend specific vocational training courses for family collaborators or domestic helps.

OCCASIONAL NIGHT-TIME PERSONAL CARE SERVICES - article 11

Workers with no nursing skills who are explicitly hired for occasional night-time personal care services, classified into the following levels: B super, C super, D super.

Employment shall be regulated by a written contract exchanged by the parties, which should also specify starting and ending time of the occasional personal care services. The latter shall be provided between 8 p.m. and 8 a.m. **The amount due is specified in table D**, including dinner, breakfast and a suitable accommodation for the night.

These workers shall be entitled to eleven consecutive hours off every twenty-four hours.

ATTENDANCE SERVICES - article 12

Workers exclusively hired for night-time attendance.

Service shall be provided between 9 p.m. and 8 a.m., provided that workers are guaranteed **full** night rest in a suitable accommodation. **The amount due is specified in table C**. Should the employer ask for services other than mere attendance, **these shall be paid in addition and according to table B (2nd category) per each hour of work**.

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DAILY AND WEEKLY TIME OFF - article 14

36 hours per week of time off are allowed: 24 hours must be taken on Sunday, while the remaining 12 hours can be taken by agreement on any other day of the week. If work is performed on the weekly half-day off it is paid at the normal hourly rate of pay plus 40%. If a worker is asked to work on Sunday, the worker is granted an equal number of unpaid hours on the day immediately after and the hours worked must be paid at the normal hourly rate of pay plus 60%.

In addition, if the worker is a member of a religious faith that does not celebrate the Sabbath on Sunday, the parties must agree to replace Sunday with another day, to all contractual effects; failing an agreement, the paragraphs above shall apply in full.

WORKING HOURS - article 15

The national labour contract states that the normal working hours are to be agreed by the parties, but with a maximum of:

- 10 non-consecutive hours per day for a total of 54 hours per week for live-in staff;
- 8 non-consecutive hours per day for a total of 40 hours per week for workers who do not live in (distributed over 5 or 6 days).

Workers who provide their services for six hours a day or more shall be entitled to a meal, or failing that, to an allowance equivalent to its agreed value. The time required to eat meals is not reckoned as working hours.

Live-in staff are entitled to at least 11 consecutive hours of daily time off and to an unpaid midweek afternoon rest of at least two hours. Personal care and services, excluding duties, shall take place after work. The time required to eat meals while on duty shall be agreed by the parties and shall not be paid.

2. Live-in staff classified into levels C, B and B super, as well as students 16 to 40 who are attending courses to obtain a school-leaving certificate recognised by the State, can be hired as live-in staff for a maximum of 30 weekly hours; their working hours shall be distributed as follows:

- a) from 6 a.m. to 2 p.m.;
- b) from 2 p.m. to 10 p.m.;
- c) or for a maximum of 10 non-consecutive hours a day for no more than three days a week.

The amount due is specified in table B, regardless of working hours below 30 hours a week.

If overtime is required:

- ❖ within working hours, domestic workers shall be entitled to an hourly pay for any additional hour of work,
- ❖ outside working hours, domestic workers shall be entitled to an hourly pay for any additional hour plus a mark-up for overtime work (article 16).

NIGHT WORK - article 16

The national labour contract classifies all work carried out between 10 p.m. and 6 a.m. as night work, excluding night-time personal care services or night-time attendance services. If ordinary, night work is paid at the usual hourly rate plus 20%; if extraordinary because the service is provided outside usual working hours, it is paid at usual hourly rate plus 50%.

OVERTIME WORK - article 16

Under the national labour contract, a worker can be asked to work past the working hours established, both during the day and at night – save in the case in which the worker has justified reasons not to do so.

Overtime work is defined as work in excess of the daily weekly maximum working hours established by paragraph 1 of article 17, except for agreed overtime to recoup any missed hours of work, and must be paid by specific additions to the normal hourly pay:

- plus 25% for work between 6 a.m. and 10 p.m.
- plus 50% for work between 10 p.m. and 6 a.m.
- plus 60% for work on Sunday or another public holiday specified under article 19.

Requests for overtime working must be made with at least 24 hours' notice, except for emergencies or sudden unforeseeable needs. In addition, services provided during daytime and night-time rest periods are considered normal in cases of emergency and entitle the worker solely to an extension of the rest period.

NATIONAL AND MIDWEEK HOLIDAYS - article 17

The following holidays are provided for by law: 1st January, 6th January, Easter Monday, 25th April, 1st May, 2nd June, 15th August, 1st November, 8th December, 25th and 26th December, the Patron Saint's day. These days are to be considered as paid holidays. If asked to work, domestic workers shall be entitled to a 60% increase, which shall add to their agreed pay.

HOLIDAYS - article 18

According to the national contract, regardless of the duration of the working hours, workers have the right to a holiday period of 26 working days after a year of service with the same employer. During the holiday period, the worker is entitled to be paid 1/26th of his/her normal monthly pay. Non-Italian workers who need to have a longer period of holiday to return to their own countries on a temporary basis, can, by agreement with the employer, accumulate their holiday entitlement for a maximum of two years.

Live-in workers have also the right to a holiday period; should they decide to renounce their right, they will be entitled to a prearranged conventional pay per each day.

For example:

Contract signed on 1st January 1996 and terminated on 30th June 1996 (6 months)

26 days a year times 6/12ths = 13 days

monthly pay € 600

€ 600 : 26 (working days) = € 23.076 (daily pay) +

4.467 (agreed bed and board allowance)

total € 27.54 x 13 days = € 358.07

LEAVE OF ABSENCE - articles 20 and 21

Workers are entitled to the following paid individual leaves of absence for documented medical examinations (even those that only partially coincide with working hours):

live-in workers: 16 hours per year

non live-in workers who work at least 30 hours per week: 12 hours per year (for those who work fewer than 30 hours per week, the 12 hours must be divided in proportion to the hours effectively worked).

Unpaid leaves of absence may also be used.

Workers have the right to paid leave of absence equal to 3 working days in the case of proven accidents to family members or relatives up to the 2nd degree.

Men are allowed 2 days paid leave if a child is born.

MARRIAGE LEAVE - article 23

In the event of marriage, the national contract provides for paid leave of 15 calendar days.

MATERNITY LEAVE - article 24

The national contract establishes a ban on allowing women to work in the 2 months prior to the presumed date of the birth (without prejudice to any earlier dates contained in the law), for the period between said date and the presumed date of the birth, during the three months following the period. These periods are included to all effects and purposes in the calculation of service seniority. In addition, the contract establishes a ban on the dismissal of the worker (except for just cause) from the beginning of the pregnancy – if this occurs during the employment relationship – up to the period of obligatory abstention from work.

SICK LEAVE - article 26

In the event of sickness, domestic workers shall be bound to justify their absence by means of regular medical reports, which shall be sent to the employer by registered mail within three days from the event.

Workers – both live-in and not – have the right to keep their jobs for a period of:

- 10 calendar days, for seniority up to 6 months
- 45 calendar days in the year for seniority of 6 months to 2 years

- 180 calendar days in the year for seniority more than 2 years.

SICKNESS BENEFIT

There is then a maximum period of respectively 8, 10 and 15 days for the seniorities listed above, in which the worker has the right to 50% of his/her total normal pay up to the third consecutive day and 100% after the fourth consecutive day.

The bed and board substitutive allowance – for those who are usually entitled to receive it – shall be due only in the event of sick workers who are not hospitalised or ill in bed at the employer's place.

ACCIDENTS - article 27

Workers shall be bound to justify their absence by means of regular medical reports. Live-in staff shall be entitled to substitutive allowances only if not hospitalised or ill in bed at the employer's place.

RULES FOR KEEPING ONE'S JOB see sickness above

BENEFITS

Since the payments by INAIL (the National Institute for Industrial Accidents) start on the 4th day, employers must pay the total normal pay for the first three days.

SALARY - articles 32/35

The national labour contract states that the employer and the worker are entitled to negotiated hourly or monthly pay individually (always recommended in writing), without prejudice to a minimum contractual pay, as specified in tables A, B, C and D annexed herewith, whose values are re-valued annually by a National Commission.

In the event of live-in staff, for whom food and board are to be provided, the employer must provide the worker with sufficient and healthy food, a suitable accommodation and respect the worker's personality and personal freedom.

Agreed bed and board values are specified in the enclosed table E and are re-valued annually by a National Commission.

Every 2 years of service with the same employer, up to a maximum of 7 times, the worker gains the right to a 4% increase in the minimum contractual pay.

For contract purposes, the **daily pay** is calculated by dividing the monthly pay by **26**. If the contract is formulated in calendar days, the said amount shall be divided by 30.

Monthly pay is reckoned as follows:

Weekly hours of work x 52 (weeks) : 12 (months) + bed and board allowance, if any.

For contract purposes (13th month's pay – holidays – severance pay) and to reckon 12ths, any fractions **equivalent or exceeding 15 days** shall be considered as **1 accrual**.

13TH MONTH'S PAY - article 37

Both the law and the national labour contract establish the payment of a thirteen month's pay. This is an additional normal month's pay to be paid to the worker by December, on the occasion of Christmas. If the worker has not worked for a full year, the amount is calculated pro rata at one-twelfth of the normal pay for each month worked.

Contract signed on 1st January 1996 and terminated on 30th June 1996 (6 months)

Monthly pay	€ 600
Agreed bed and board allowance	€ 134
Total	L. 734 times 6/12ths = € 367

MOVES OR TRANSFERS - article 30 –

In the event of moves to another town, the worker shall be informed in writing with at least 15 day's notice.

For the first 15 days, a daily allowance equivalent to 20% of total pay shall be due. Travelling and transport expenses for the worker and his/her personal effects shall be charged to the employer.

Workers who were not notified in advance and do not accept to move shall be entitled to the compensation in lieu of notice,

TRAVELLING ALLOWANCES - article 31

1. Live-in staff shall be bound to follow their employers or the person they are looking after for any temporary moves to another town and/or holiday homes, without prejudice to their weekly days off.

They shall have right to the reimbursement of travelling expenses and to a daily allowance equivalent to 20% of minimum contractual pay as specified in the enclosed table A for all the days of work away from the usual residence, unless specifically provided for in the letter of engagement.

TERMINATION OF EMPLOYMENT - article 38

Employment as a domestic worker can be terminated by resignation on the part of the worker or dismissal by the employer. Both parties must, however, comply with the period of notice established in the national contract. In the event of dismissal, the Civil Code establishes a notice of not less than 15 days or, if seniority is more than five years, 30 days.

However, these periods are cut by 50% if the worker resigns.

Lower periods of notice are established for employment relationships of less than 25 hours per week. In this case notice of 8 calendar days is required for up to 2 years of seniority and 15 calendar days for longer seniorities.

Written notices must be sent by registered mail with return receipt (to prevent any disputes with the employer).

Resignation: if the worker does not comply with the notice period, the pay due for any missed day of work shall be deducted from the severance pay or the last salary.

Dismissal: if the employer does not send the notice or does not allow the worker to work, he/she shall have right to receive the pay for all days of work.

SEVERANCE PAY - article 39

Domestic workers who resign or are dismissed are entitled to a severance pay.