

SNACKS: DIGESTIBLE WEEKLY LABOUR NEWS – ISSUE 62

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WEEKLY ITALIAN LABOUR UPDATES

"The implementation of a company's regulation providing measures aimed to help female employees career paths is useful to obtain the gender equality certification."

Decree on equal opportunities published

The Decree of the Presidency of the Council of Ministers, Department for Equal Opportunities, has been published in the Official Journal outlining the requirements for obtaining an equal opportunities/gender equality certification and the involvement of company trade union representatives ("RSAs") and the Equality Advisor. The minimum requirements for obtaining a certificate are set out in the guidelines of 16 March 2022, which call for businesses to adopt key performance indicators on gender equality. Certificates are issued by assessment bodies accredited under EU Regulation No. 765/2008 and must comply with UNI CEI EN ISO/IEC 17021-1 (the standard conditions for the accreditation of the assessment bodies). On an annual basis, businesses that have obtained a gender equality

certificate are required to deliver a company report to their trade union representatives and regional Equality Advisors who report any critical anomalies to the assessment body issuing the certificate. In such cases, the businesses have 120 days to remove the anomalies or criticisms detected.

Decree of the Prime Minister published in the Official Journal 01/07/2022

Updated joint protocol to combat Covid-19 in the workplace

The joint national protocol on measures to prevent the spread of Covid-19 in the workplace has been updated. The use of FFP2 masks in the workplace is no longer compulsory but remains an important safeguard and is recommended in closed environments shared by several employees, in spaces open to the public and in areas where it is not possible to ensure a one metre distance between individuals. An employer can make vulnerable employees wear a FFP2 mask if specifically advised to do so by a doctor or an RSPP (Prevention and Protection Service Manager). The protocol confirms that smart working continues to be a useful measure to prevent the spread of Covid-19 and proposes to extend its use until 31 December 2022. A review will be held at the end of October to assess possible updates.

Joint protocol on updating measures against the spread of Covid-19 in the workplace 30/06/2022

Employees' right to choice of working location not guaranteed

Although employees who act as carers have right to be based in the workplace closest to the home of the person they are caring for, this right is not guaranteed and their employer may oppose it if there are valid economic and/or structural reasons. The Supreme Court noted that although Article 33(5) of Law 104/1992 states that employees have the right to choose the nearest place of work "where possible", this right must be balanced with the requirements of company. An employer may therefore refuse a change in work location requested by an employee if there are business reasons for doing so.

Supreme Court 27/06/2022 no. 20523

Employee dismissed for assigning herself overtime

An employee who, as a system administrator, assigned herself overtime hours, indicated that she was late due to being "indisposed" and assigned herself a lunchbreak in the absence of her manager's authorisation, is liable to disciplinary action. In this case, the Supreme Court upheld the employee's dismissal which was lawful.

Supreme Court (ord.) 14/06/2022 no. 19178

Exploitation in the workplace

The Supreme Court confirmed that making part-time employees work full-time hours without paying them for the extra time worked is considered labour exploitation under Article 603bis of the Criminal Code.

Supreme Court 24/06/2022 no. 24388

Collective agreements that are not *erga omnes* are considered private negotiations

Collective agreements that are not "*erga omnes*" are considered private negotiations and apply to employment relationships where the employer and employee are members of trade union associations (or those who adhere to collective agreements on a long-term basis whilst not being actual members). On the basis of this principle, an employee's claim for payment for overtime was rejected since it had not been proven that the employer applied the relevant collective agreement's rules on working hours.

Supreme Court 08/06/2022 No. 18537

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