

SNACKS: DIGESTIBLE WEEKLY LABOUR NEWS – ISSUE 83

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WEEKLY ITALIAN LABOUR UPDATES

"The company agreement facilitates the use of flexible working hours outside the more strict schemes of the national contract."

Ministerial Decree on social security exemptions linked to gender equality certificate

The Ministry of Labour, with the joint support of the Ministry of Finance and of the Ministry of Equal Opportunities, communicated the criteria and the modalities employers with a recognized gender equality certificate need in order to benefit from the social security contribution exemption. The social security contribution exemption recognises up to 1% of the employer's tax debt with an annual cap of €50,000. The social security contribution exemption was initially established only for 2022 but is now permanent (Law No. 234/2021). According to the Ministerial Decree the exemption applies for three years in accordance with the three-year validity of

the gender equality certificate. The application for the exemption must be filed digitally following instructions to be delivered by the INPS. The exemption will be assigned by deducting the relevant amount from monthly social security contributions to be paid by employers.

Ministerial Decree 20/10/2022 published on 29/11/2022

Double time limit does not apply in unlawful tender contracts

The double time limit introduced by the "Collegato Lavoro" (Art. 32, paragraph 4, letter d, Law 183/2010) does not apply to unlawful tender contracts if the employer has not served a dismissal notice to the employee. In such instances, if an employee was employed by a contractor and, after being dismissed, disputes when their working relationship began, then the 60-day time limit for an out-of-court appeal and subsequent 180-day limit for a judicial appeal do not apply.

Supreme Court (ord.) 21/11/2022 No. 34181

Early retirement and “Quota 100”

The Constitutional Court has confirmed that the law which prohibits early retirement for having reached the “Quota 100” (38 years of pension payments and being aged 62) through employee income depends on both social security spending and the need to ensure generational turnover. They rejected the argument that an unjustified unequal treatment would arise with relating to the provision allowing early retirement following the payment of self-employment income. Moreover, it should be noted that specific social security obligations must be fulfilled in subordinate employment roles which are not required in self-employed ones. Therefore, it was concluded that there was no unjustified unequal treatment in these two cases and the provision is lawful.

Constitutional Court 24/11/2022 no. 234

Deadline for mandatory notifications on smart working postponed by another month

The deadline for transmitting mandatory notifications on individual smart working agreements (pursuant to Article 23 Law 81/2017) has been postponed until 1 January 2023 by the Ministry of Labour. This means that for December 2022, companies that have signed individual smart working agreements are not required to notify the Labour Inspectorate as was the case during the pandemic.

Ministry of Labour, Note 24/11/2022

INPS “visual account statement” project launched

The INPS has launched its “visual statement of account” project, allowing workers to summarise all the contributions they have accrued during their working career. The information will cover the various social security schemes in which the worker is enrolled in and the forms of payment made into them (payments from work, figurative credit, voluntary contributions, contributions from buy-back, etc.). Employees can access the service through “MyINPS”.

INPS, message 24/11/2022

Vouchers and an additional month of parental leave introduced

In the draft Budget Law 2023, vouchers have been introduced for those in the agriculture, hospitality (hotels, restaurants, cafés etc.) and personal services (including domestic work) sectors with a ceiling of €10,000. An additional month of parental leave with an allowance of 80% salary is also provided. New measures are also planned regarding citizenship income, with recipients of the employable income allowance entitled to an additional eight months allowance. In addition, citizenship income benefits will be cancelled in cases where the recipient rejects a suitable job offer. Among other measures, the tax rate on performance bonuses currently set at 10% is to be reduced to 5%.

Draft of Budget Law 2023

One-off €200 also available for recipients of mobility benefits

According to the INPS, the one-off payment of €200 (provided for in Article 32, paragraph 9, Decree-Law 50/2022) is also available to employees who, in June 2022, received mobility benefits or indemnities of an amount equal to that received from said benefits. The INPS stated that these are social security benefits similar to the Naspi and Dis-coll allowances and that the one-off payment is recognised in law. Beneficiaries will receive the one-off payment *ex officio*, without having to make a specific application.

INPS, Message 22/11/2022 no. 4231

Disapplication of national collective agreements is anti-trade union conduct

An employer's disapplication of a national collective labour agreement in favour of an alternative collective agreement is liable to damage the image and prestige of the signatory trade union organisations, weakening their bargaining power. If a company replaces its collective agreement *ante tempus*, it is liable for anti-trade union conduct. It follows that the original collective agreement will continue to operate until previously agreed date of expiry.

Court of Vicenza, Judge Beltrame, 22/11/2022

Collective agreements and ultra-activity clause

Collective agreements are considered as agreement in between private parties as set forth by the Italian civil code and, as with any other legal transaction between private parties, are effective only for the duration agreed by said parties. Ultra-activity clauses contained in collective agreements must be seen in this context. Therefore, if a collective agreement contains an ultra-activity clause which states that it will remain in force until the date of its renewal, a term of additional validity is deemed to have been incorporated. Therefore, the decision of the employer to quit from the collective company agreement within the final terms of the ultra-activity clause is an anti-trade union behaviour.

Supreme Court 17/11/2022 no. 33982

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