

SNACKS: DIGESTIBLE WEEKLY LABOUR NEWS – ISSUE 100

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WEEKLY ITALIAN LABOUR UPDATES

"Collective company agreements are useful to regulate change of duties."

Manager dismissal due to redundancy and sickness absence

100TH
EDITION

The dismissal of a manager on redundancy grounds as a result of their duties being assigned to other workers due to a prolonged sick leave absence, is unjustified. The reassignment of duties was a measure determined by the need to replace the manager whilst they were on sick leave and the decision to make those assignments permanent is not enough to justify the dismissal of the manager on redundancy grounds. In this instance, the decision to dismiss the manager was seemingly linked to their lengthy absence. Consequently, the dismissal was declared invalid and the manager awarded compensation provided for by the collective agreement in place.

Trib. Rovereto 07/03/2023, Judge Cuccaro

Determining conventional salaries of overseas workers in 2023

INPS declared that the calculation of contributions for Italian and foreign workers with a regular residence permit and an employment relationship in Italy, who are sent by their employer to a non-EU country that doesn't have an agreement with Italy regarding social security agreements, must be made on the basis of conventional salaries as defined by INPS. The applicable conventional salary is determined by a comparison with the corresponding national salary band. In the event that the employee is paid a variable salary which is not included, the applicable salary band must be redetermined by adding the amount paid as variable salary to the salary provided for by the CCNL.

INPS Circular 23/03/2023 no. 33

Increased interest rate on payment of contribution debts

The interest rate applied to payment of contribution debts and civil penalties has increased. Faced with the 50-point increase in the interest rate on refinancing operations ordered by the European Central Bank, which raised the interest rate to 3.5%, the interest rate for deferred payment of contribution debts and civil penalties jumped to 9.5%. This new rate applies to applications for accrual payments submitted from 22 February 2023. The penalty for the non-payment or late payment of premiums and contributions has therefore increased to 9%.

INPS, Circular 20/03/2023 no. 31

Timeliness of disciplinary action

The concept of immediate disciplinary notice – meaning an employer initiating disciplinary action as close to the occurrence of the employee’s misconduct as possible – must be understood in a relative sense. It must be noted that an employer cannot be expected to constantly monitor workers. As such, in order for the concept to be fairly applied, immediate action can only take place from the moment the employer became *fully aware* of the employee’s infringements.

Cass. (ord.) 15/03/2023 no. 7467

Rules relating to the use of stewards apply to women’s professional football

The use of temporary or occasional work under Article 54-bis of Decree-Law 50/2017 which is used for reception work and services such as ticket control at spectator events, also applies to the women’s Serie A championship. The sports clubs registered in the top women’s football league entered professional sport on 1 July 2022 and from that date, the same rules relating to the use of stewards in men’s professional football apply. This is explicitly recognised by INPS.

INPS Message 21/03/2023 n. 1104

Contract not genuine if employees’ tasks issued through principal’s software

If instructions relating to duties and tasks given to a contractor’s workers are issued through hardware and software of a computer system in the principal’s possession, a defect in the organisation of the necessary means for carrying out the contract occurs and the contract is not deemed genuine. This is because instructions to workers should not be issued through the principal’s computer system.

Trib. Padua, 03/03/2023, Judge Dallacasa

Probationary agreement indicating role but not specific tasks is valid

If a role was previously held by an employee, their probationary agreement need not contain details of the specific duties expected to be carried out. Applying this principle, the probationary agreement in a PA contract was deemed valid because in such a role it is the employee who, in order to achieve the objectives of their new position, must identify the necessary strategies and resources. The labour judge of the Tribunal of Treviso ruled that since the employee has already held the specific role in previous employment relationships, the probationary agreement was valid even if it only indicated the position of the employee and not their specific duties and tasks.

Trib. Treviso, 16/02/2023, Judge Poirè

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