



Mini guide to temporary agency work

Contract, rights, protections for those working with temporary work Agencies

2016 edition

Le GUIDE di Nidil CGIL

Guide updated to March 2016

and edited by:

Giuseppe Benincasa

Andrea Borghesi

Simone Marinelli

Francesco D'Alessandro

Andrea Lucania

Translate to: Simone Ceccarelli

Nidil CGIL

National Headquarters:

Via Palestro, 78 - 00185 Roma

www.nidil.cgil.it - mail: nidil@nidil.cgil.it

tel. 06/44340140 - 06/44340510 - 06/44340310

fax 06/44340282

INDEX

6 Temporary agency work

What is it - Trilateral relationship - When it is allowed - When it is NOT allowed - The commercial contract

9 Equal treatment

Placement - Other extra monthly payments - Holidays, leave and working hour reductions - Production or performance bonus - T.F.R.

11 Health and safety at work

13 The individual employment contract

Fixed term employment contract - M.O.G. - Permanent employment contract - Professional training apprenticeship

23 Union rights

Joining - Union meetings - Representation - Strike - Information

25 Events during employment

Illness - Injury - Maternity - Paternity - Parental leave - Family income support - Unemployment benefits NASpl e ASDI

31 Bilateral institutions' services

Ebitemp - Forma.Temp - Fon.Te

35 Who can help you in CGIL

CGIL Service System - Agreement services - CGIL unions

37 NldiL offices

Roma, march 2016

INTRODUCTION

To know in order to count: this old democratic principle is at the heart of this publication.

Its aim is to allow temporary agency workers to be informed, to verify the fairness of their working conditions and to know whom to ask in case of doubts, uncertainties or – worse still – abuse.

The guide, even if inevitably concise, is invaluable for temporary agency workers (those sometimes still referred to as *interinali*, “interim workers”) both because legislation has been modified several times and because, above all, sometimes even the same union reps at the user company are not able to address workers’ issues correctly.

This is why the guide can be a useful tool for all, agency workers, user company’s union reps and trade unionists at the various federations, in order to make possible the first step of an inclusive union strategy: the knowledge of one’s own rights.

NidiL CGIL is at everyone’s disposal: workers with non-standard contracts and “traditional” ones, to guarantee to all the rights they are entitled to, and to avoid the differences in working relationships becoming, as does unfortunately happen, differences in rights and abuse towards the weaker ones.

Working united is the prerequisite so that nobody gets discriminated against and so that work dignity is recognised for everyone.

Enjoy the reading, we are waiting for you!

Claudio Treves
NidiL CGIL Secretary General



Temporary agency work

What is temporary agency work?

Agency work is a peculiar type of employment, introduced in the Italian system in 2003.

An agency **contract** is defined by law as a permanent or fixed-term one, where **an enterprise** ("*somministratore*", the temporary work agency) supplies **another enterprise** ("*utilizzatore*", the user company) **with one or more of its employees**.

The worker is employed and paid by the temporary work agency and sent to work (in a so called "mission", "*missione*") under the direction and the control of the user company.

Temporary work can only be supplied by work agencies enrolled on a specific register held by the Ministry of Labour.

Temporary agency work is regulated by rules and agreements:

- by the law, in particular [legislative decree no. 81/2015](#) and [legislative decree no. 276/2003](#);
- by the national collective labour agreement [\(C.C.N.L. of temporary work agencies\)](#);
- by the **collective agreements applied by user companies**.

Trilateral relationship

In temporary agency work three subjects are involved:

- *the somministratore*, an agency authorised by the Ministry of Labour;
- *the user company*, a public or private employer;
- *the worker*, employed by the *somministratore* but carrying out his/her work at the user company.

Among the above-mentioned subjects, **two** different contracts are stipulated:

- the **commercial contract** of agency work ("contratto commerciale di somministrazione"), agreed upon by the work agency and the user company, which can be permanent or fixed-term;
- the **employment contract**, agreed upon by the work agency and the worker, which can also be permanent or fixed-term.

When temporary agency work is allowed

Before the recent labour reform came into force (or the so called "Jobs Act"), the law allowed for some limitations in the use of agency work. In particular, the law identified those sectors in which permanent commercial contracts ("**staff leasing**") were allowed and stated the reasons valid for using fixed-term agency work.

On the contrary, the law recently approved does not provide for almost any limitation to the stipulation of agency contracts.

The only limitation that survived is the numerical one. **In case of permanent agency work**, the number of agency workers cannot be greater than 20% of the number of permanent workers directly employed by the user company. **In case of fixed-term agency work**, the ratio is set in the national collective agreements applied by user companies.

When temporary agency work is NOT allowed

Agency work is not allowed in the following cases:

- to replace workers on strike;
- in companies where collective lay-offs have taken place for workers with the same duties specified in the agency contract, except for those cases where the agency contract is signed to replace absent workers or lasts no more than 3 months;

- in companies where redundancy payments (*cassa integrazione guadagni*) are in place for workers with the same duties specified in the agency contract;
- in case the company has not undertaken risk assessment in compliance with the health and safety regulations for workers.

The commercial contract

The commercial contract between work agency and user company can be permanent (so called "staff leasing") or fixed term, and must necessarily be stipulated in written form. **In the case that the contract is not written down, it is null and void and agency workers are considered to all intents and purposes as employees of the user company.**

PLEASE NOTE

The written form of the commercial contract – even if it does not affect the worker directly when he or she is sent to mission – is an important element in case of legal dispute to verify the validity and regularity of agency work.



Equal treatment

Temporary agency workers have the right **to equal economic and regulatory treatment as a worker performing the same job directly employed by the user company**. It is a right provided for by law and governed by the C.C.N.L. of work agencies. This means that salary and other rules set in the C.C.N.L. and by local and company-level agreements (where this takes place) which are in use in the user company are applied to the agency worker (specified in the individual employment contract – [See page 13](#)). Payslips are usually calculated on an hourly basis, although the national agreement states that payslips can also be calculated with the so called 'calendarised' system.

Salary

Placement: a worker in a mission must be placed in one of the pay grades set by the C.C.N.L. applied by the user company, according to the type of duties they will be performing. Duties and responsibilities being equal, an agency worker must be placed in the same pay grade of the worker directly employed by the user company. A specific wage corresponds to each pay grade, which increases according to the complexity of duties or the degree of the worker's responsibility and independence.

Christmas bonus ("fredicesima") and other extra monthly payments (where applied): every worker has the right to a Christmas bonus, and other extra monthly payments can be provided for by national agreements. Agency workers mature their Christmas bonus depending on paid hours (8.33% of every hour), and not depending on worked days as does happen for the majority of employments, also in the case of the calendarised payslip. The same applies for any other extra payments provided

for by the C.C.N.L. of the user company or by local and company-level agreements.

Holidays, leave and working hour reductions: collective agreements applied by user companies provide for the amount of holidays, leave and/or working hours reductions. Agency workers accumulate holidays, rest periods and working hour reductions depending on paid hours, also in the case of the calendarised payslip.

Production or performance bonus: if bonuses are provided for by national/local/company agreements applied by the user company they must also be paid to agency workers. Payments should follow the same procedure and timings of the user company's employees, or they should be made as the mission terminates, should this happen before bonuses are paid.

Separation pay ("T.F.R."): the T.F.R. must be paid in any case of cessation of employment, as stated by the civil code art. 2120, **therefore also in case of resignation** (its amount is approximately that of a monthly wage for each year worked). It must be paid together with the last salary. T.F.R. is accrued for each month where 15 or more days are worked. In case of missions below 15 days, if a mission is reactivated by the same user company and with the same duties, within 30 days from the end of the first one, the previous period is added up for the purpose of building up an accrual of T.F.R.

All the other regulations provided for by the C.C.N.L. of the user companies and not included in the C.C.N.L. for work agencies are also applied to temporary agency workers.



Health and safety at work

The user company and the work agency have specific obligations set by the law and by collective bargaining on the subject of health and safety at work. Such obligations consist in administrative fulfillments, besides the prevention of and protection from work-related risks.

Upon signing the employment contract, workers must be adequately informed (through the presentation of the specific [attachment 1 of C.C.N.L. of work agencies](#)) about:

- the contact person at the user company and who should provide all the information on health and safety risks connected to the company's activities;
- the name of the workers' safety representative;
- first aid procedures, fire procedures, evacuation of work places;
- names of workers appointed for applying measures relative to first aid and fire prevention;
- names of the people in charge of the service of prevention and protection and name of the doctor in charge, if present.

The work agency must:

- inform workers about general health and safety risks related to production;
- inform workers about the names of health and safety's representative and about procedures to be followed ([through attachment 1](#));
- train workers on the use of working tools necessary to carry out working activity.

In many cases, especially for training activities, the commercial contract can state that such activities are to be performed by the user company.

The user company must:

- inform workers about duties for which specific risks arise after the contract subscription. In case of duties at risk, workers must be submitted to health surveillance;
- comply with training obligations, also in relation with the risk evaluation document;
- guarantee that protection systems, including personal protection devices, are provided also to agency workers;
- provide workers at the end of their mission with the health and risk records.

If the user company does not comply with the above obligations, agency workers can momentarily abstain from work and resign for just cause, with rights of salary payments until the end of the mission, within the terms and conditions stated in the CCNL for work agencies.

WEB REFERENCE

[Attachment 1](#) and [the Ebitemp brochure](#) on health and safety are available at the address

<http://www.nidil.cgil.it/somministrazione/la-contrattazione/sicurezza-sul-lavoro>



The individual employment contract

The employment contract stipulated by the work agency and the worker is a dependent employment contract, which can be permanent or fixed-term.

Fixed term employment contract

In case of fixed term employment, the business relationship between work agency and worker is regulated by the general rules on fixed-term employment.

The contract must be stipulated in written form at the moment of hiring, and it must include a series of information to include: indication of the user company and of the collective agreement that applies (also the supplementary one, where it exists);

- indication of the group (A, B or C) in which the worker belongs according to their grade and indication of their duties at the user company;
- indication of any probationary period and its duration;
- the place where the work will take place, working hours, date of commencement and of termination of working activity at the user company;
- economic entitlement and, in detail, every single item of it (base salary, cost-of-living allowance, edr, third element, etc.)
- the presence of any risks for the worker's safety or health, as well as prevention measures in place and necessary safety measures in relation to the kind of activity;

The hiring letter must specify, among other things:

- the assumption on the user company's part of the obligation of direct payment to the workers of their economic entitlements as well as their social security contributions, should the agency fail to do so;

- the assumption on the agency's part of the obligation of direct payment to the workers of their economic entitlements as well as their social security contributions.

Probationary period

A fixed term contract can provide for **a probationary period, which must be written down.**

During the probationary period, both work agency and **worker can terminate the contract at any time without giving any notice** (or paying any replacement benefit) **and without incurring any penalty.** In the case of resignation or dismissal during the probationary period, the worker is **entitled to the payment of worked hours.**

The duration of probationary period depends on the duration of the mission. **For every 15 calendar days, from the start of the mission,** a probationary day is accrued. **In the case of missions shorter than 15 days, only 1 probationary day is counted.**

Probationary period cannot be less than 1 day and **more than 11 days for missions up to six months,** as well **as 13 days for missions longer than 6 months** and **for contracts of more than 12 months.**

It is not allowed to take into account probationary period in case of consecutive missions within 12 months from the end of the previous one with the same user company and same duties, neither in case of permutation of the contract in a permanent one.

Extension

An extension does not entail a new contract, but **the initial expiry date is brought forward.**

The term fixed in the contract **can be extended up to 6 times.** The maximum duration of the contract, including extensions, **cannot be above 36 months** (including the starting period).

Contract extensions must be formalised with a written paper. Workers

must be informed of the extension, except for urgency reasons, **with a 5-day notice** (and in any case not under 2 days) respect to the initial termination date of the contract.

PLEASE NOTE

Contract extensions must have the workers' consent. Workers' refusal of the extension does not imply the loss of entitlement to any unemployment benefits NASpi ([See page 29](#))

When the contract expires

If the contract, on its expiration, is not renewed or extended, workers - that are in a state of unemployment and who fulfill specific criteria provided for by law – can request unemployment benefit NASpi ([see page 29](#)) and Forma.Temp salary support benefit ([see page 33](#))



Ask one of the offices of [INCA CGIL](#) patronage to submit the request for NASpi

Contract termination

Work agencies (except for cases of failing the probationary period or dismissal for just cause) **cannot interrupt a mission before the due date set in the contract.**

If an agency interrupts a mission before the due date, it will have to pay the worker the expected salary and will be able to offer the worker to:

- undertake another mission with the same agency and in the same professional sector;
- take part in training events.

Resignation

In the case of a fixed-term worker interrupting his contract before the due date (i.e. resigning), he/she will have to pay an economic

penalty calculated as 1 day every 15 of non-fulfilled residual mission. Penalty days are provided for according to the pay grade (with a maximum of 20 days).

Penalties are not provided for in the case of resignation in the first 15 days of employment or in the case when the notice period is equal to the remaining days of mission.

The law states that, **starting from 12th march 2016**, resignation and consensual dissolution must be communicated to the employer and to the competent local labour directorate ("*Direzione territoriale del Lavoro*") through a web form, prepared by the Labour Ministry. Failure to do so, will invalidate the resignation or the dissolution. In these cases, it is advisable to contact CGIL to get some help.

PLEASE NOTE

It is good to know that in the case of resignation (except those motivated by just cause) or of consensual dissolution, the entitlement to unemployment benefit (NASpi) is lost. [See page 29](#)

Guaranteed Total Hours (M.O.G.)

What is it?

It is a specific procedure for fixed-term temporary agency work, allowed experimentally by the C.C.N.L. for work agencies, with the aim to transform into agency work other more unstable forms of employment (consultancies, vouchers, job on call, etc.). It is allowed only in specific sectors: tourism, large-scale retail trade, logistics, food, agriculture, telecommunications and personal care. MOG requires the stipulation of a fixed term contract for a minimum of 3 months, with a minimum salary equal to 25% of the monthly pay of full time workers with the same duties and grade and by the same user company.

Procedures

Workers must give their availability to the call within the time slot specified in the contract. A worker has to be given at least 24 hour notice to start work.

It is not compulsory for the worker to answer the call for working hours that go beyond the guaranteed total hours and/or outside the time slot.

The minimum salary is paid even if no work is performed.

Hours consolidation

If within six months of work by the same user company the minimum hourly quota is exceeded by 20%, the MOG is increased by 10%.

Resignation

In the case of resignation no penalty is provided for workers.

Permanent employment contract

In the case of permanent hiring, the employment relationship is subject to the general regulations for permanent employment..

The framework contract

At the time of hiring workers sign a framework contract with the agency, stating some specific elements (defined by the CCNL), among which availability in time slots, pay grade, probation period (at least 30 days depending on the pay grade)

The mission

Once permanently hired a worker, the agency can send him/her to mission by a user company. When starting the mission the worker will have to undersign an assignment letter stating, among other things: the mission's duration, pay grade as defined by the C.C.N.L. of the user company, salary, working hours and working site, any work-related risks and who is the health representative by the user company ([see health and safety page 11](#)).

Resignation

Workers can interrupt the employment by resigning. In this case workers must let the agency know about their resignation (by registered mail (or any other mean with proof of delivery giving a notice provided for by work agencies CCNL, going from a minimum of 20 working days, according to the pay grade indicated in the framework agreement. Workers can communicate their immediate resignation for just cause if a serious hindrance, on the part of the agency or of the user company, does not allow the continuation of employment. Only in this case the worker is entitled to unemployment benefit NASpl ([see page 29](#)).

The law states that, starting from **12th March 2016**, the employer and the competent local labour directorate (*Direzione territoriale*

del Lavoro) must be informed on resignations and consensual dissolutions through a web form prepared by the Labour ministry. In these cases, it is advisable to contact CGIL to get help.

End of mission

A mission can come to an end because it reaches its due date (specified in the assignment letter) or because of the user company's decision. Since the cessation of mission, the worker is again available for the agency, which can activate another mission, or start training or re-training.

Availability allowance

For the time periods when a worker is not in mission by a user company, the work agency pays a monthly allowance of euro 750.00 (gross), including *T.F.R.* The allowance can be prorated according to the working hours specified in the framework contract or in the assignment letter. During these periods the worker must be reachable during working hours specified in the framework contract, and must start work 24 hours after the call. The offer of a new mission must be congruous, that is professionally equivalent to the previous mission, and in a place not farther than 50 km, or reachable in 60 minutes from the worker's residence by public transport.

Procedure for lack of work opportunities

In case of lacking of work opportunities for a worker hired with a permanent contract and with at least 30 weeks of seniority, the agency can start a procedure provided for by the C.C.N.L. for work agencies, aimed to workers' retraining and re-employment. A path of retraining is then started, which has to be evaluated by a Territorial Union Committee ("*Commissione Sindacale Territoriale*"). The purpose of such path is to make the worker gain greater skills, and therefore facilitate his/her re-employment.

During such procedure, availability allowance is raised to euro 850.00 gross, inclusive of T.F.R. The procedure maximum duration is 6 months, or 7 for workers over 50.

Dismissal

If after completing the procedure for lack of work opportunities retraining does not lead to a new employment, the agency can proceed with the dissolution of the employment for justified objective reason. For workers hired before 7 March 2015, the agency will have to inform the *Direzione Territoriale del lavoro* and the worker about its intention to terminate the employment.

The *Direzione Territoriale* will summon the agency and the worker (who can be assisted by a union officer) for a compulsory attempt to reach an agreement. For workers hired after 7 March 2015, the attempt by the *Direzione Territoriale* is not compulsory anymore.

In the case of the worker committing serious defaults, the agency can proceed with dismissal for just cause, even without notice, or for justified individual reason. In all the dismissal cases, also in the case of consensual dissolution of employment after the procedure by the *Direzione Territoriale del Lavoro*, the worker can apply for the unemployment benefit NASpl ([see page 29](#)).



In case of dismissal it is anyway advisable to get in touch with a [NidiL office](#).

Professional training apprenticeship

It is a permanent contract which provides for a training period for the acquisition of a professional qualification. It is stipulated with the work agency, which can activate a mission by a single user company where work and training will take place. The apprenticeship applies to workers between 18 and 29 or workers receiving redundancy payments or unemployment benefits, without age restrictions.

At the time of hiring, the agency must arrange for an individual training plan, which the apprentice must then follow to obtain the qualification. The apprentice must relate with hir/her tutors, one nominated by the work agency and the other by the user company. At the end of the apprenticeship period, the agency certifies the training informing the apprentice about the achieved qualification.

Salary

In order to know what salary the apprentice should be receiving, one must refer to what the C.C.N.L. of the user company states about apprenticeships. Usually the apprentices pay can be increasing over time, or as an alternative contract minimum wages can be applied, with a maximum reduction of two levels, with an increase over time until the acquisition level is reached. The principle of equal treatment also applies to apprentice agency workers ([see equality chapter page 9](#)).

Duration, suspension, extension

The minimum duration of the apprenticeship period is provided for by the law, and it cannot be shorter than 6 months. The maximum duration and any extension in case of illness, injury or other cause of employment suspension are instead provided for by the

C.C.N.L. of the user company. The postponement of the final day of apprenticeship must be communicated in written form at least 30 days before the due date.

Obligation of confirmation

User companies employing at least 50 employees, can use apprenticeship contracts if at least 20% of previously hired apprentices have been made permanent. Apprentices hired in violation of such limits are considered as ordinary permanent employees (non apprentices).

Annulment

The work agency can terminate the employment with a written communication, with at least 30 days notice before the finishing date of apprenticeship.

The agency can recede before the end of the apprenticeship period for just cause, therefore for serious default or justified motive. In case of termination of employment, a worker can apply for unemployment benefit NAsPI ([see page 29](#))



*In case of termination you can get in touch dln caso di recesso ri
del patronato [INCA CGIL](#)*



Union rights

Workers, for the whole duration of their contracts, can exercise their rights to free union activity provided for by the workers' Statute (law 300/70).

They have therefore to join a union, take part in union meetings and elect their representatives.

Joining a union

A union can be freely joined at any time during employment. In any case, the work agency must present the worker with the membership form to join a union.

Payments towards NidiL CGIL membership are made with a monthly deduction from the payslip of 0.8% of the net income (excluding by the calculation of family cheques and severance pay).

Union meetings

Temporary agency workers have the right to meet, during working hours, to debate union-related issues; they also have the right to participate in user companies' staff meetings, but without the right to vote.

Each worker is entitled to paid permits to take part in union meetings.

Representation

It is possible during the employment relationship to elect workers' representatives (RSA – RSU) where more than 15 people are employed, even coming from different agencies, at the same time for more than 2 months in the same user company.

Strike

Strike is a form of workers' collective self-protection, aimed to defend their own rights and interests.

Strike is a right recognised by the Italian constitution (article no. 40)

within the laws that regulate it.

It is an individual right that can be exercised collectively.

Workers who join a strike are not entitled to pay for the hours not worked.

Strikes in public essential services (transports, health, justice, etc.) are regulated by a law which determines procedures for its exercise.

Information

Union representatives have at their disposal notice board for union information.

R.S.U.'s (Rappresentanze Sindacali Unitarie - Unitary Union Representatives) can help agency workers to read and understand their contract, to check that they are paid correctly, to verify that their rights are respected, to build where possible paths for the stable integration in the user company.

Events during employment

Illness

In case of illness agency workers not in their probation period are entitled to:

- 100% of their net daily pay for the first 3 days (paid by the agency);
- 75% of their net daily pay from the 4th to the 20th day;
- 100% of their net daily pay from the 21st day onwards.

Economic entitlements supplied by INPS (National Social Security Institute) are supplemented and usually anticipated by the work agency.

Workers must be available every day of sick leave (including festive days) in time slots set by the law (10.00-12.00; 17.00-19.00) to undergo medical checks. Belated sending of the medical certificate to INPS and the inability to carry out the medical checks (because of the worker's unavailability) can cause a reduction of the allowance.

The job is preserved for a maximum of 180 days (extendable for 120 extra days in specific cases) in a calendar year, unless the fixed-term contract expires before then.

(See also Ebitemp health protection on [page 31](#))



During sick leave probation period is suspended

Injury

In case of injury, agency workers are entitled to:

100% of salary (paid by the work agency) on the day when the injury happens;

from the following day, to an allowance paid by INAIL (National institute for assurance against work injuries), supplemented by the agency to reach 100% of net daily pay.

Allowances are usually paid in advance by the agency. In case of further consequences produced by the injury, workers can be entitled to a money compensation or to a monthly income, depending on the inability degree decided upon by INAIL.



In case of injury it is advised to get in touch with an office of [INCA CGIL](#)

See also Ebitemp injury allowance on [page 32](#)

Maternity

Pregnant workers cannot be assigned to unhealthy, heavy or dangerous duties until the seventh month before giving birth. If the mission demands such duties, workers are entitled to a new different mission, or to the anticipation of compulsory maternity leave. Workers are entitled to the anticipated maternity leave also in case of complications of pregnancy. Generally, workers cannot be assigned to work in the period that starts two months before the due date to three months after (compulsory leave).

During this time, workers are entitled to a maternity allowance paid by INPS. Such allowance is paid in advance by the agency during employment.

The allowance is paid for directly by INPS if less than 60 days pass between the end of the mission and the beginning of leave or if the worker is collecting, or could have been collecting, unemployment benefits (in this case less than 180 days must have passed and at least 26 weekly contributions must have been paid to INPS).

Maternity allowance is equal to 80% of salary, possibly complemented to 100% if stated in the CCNL in use by the user company.

Pregnant workers cannot be laid off by the agency until the baby is one year old.

A different case is when during this period the fixed term contract comes to its natural expiration. CCNL for work agencies states that in the 30 days after the end of maternity leave (compulsory or voluntary) workers have priority in being selected for a new employment mission with the same grade as the one carried out before leaving, on the base of an individual request.

(See also Ebitemp's maternity support and nursery subsidy on [page 31](#))

WEB REFERENCE

The form for priority employment in case of maternity can be downloaded at the address

<http://www.nidil.cgil.it/somministrazione/la-contrattazione/ccnl-somministrazione-le-novita-entrate-in-vigore-dal-1-gennaio>

Paternity

Maternity allowance (which in this case is called paternity allowance) is paid to the father for the whole duration of the leave or for the residual part which the mother would have been entitled to, only in the following cases:

- death or serious infirmity of the mother;
- baby's abandonment by the mother;
- baby's custody given exclusively to the father.

This also applies when the mother is self-employed and is entitled to maternity allowance.

The working father must moreover take 2 days leave, even non-consecutive, within the baby's 5th month.

Parental leave

Agency workers, in the first 12 months of age of each child, can take leave:

- **working mothers** for a continuing or fractioned period of up to 6 months at the end of the compulsory maternity leave;

- **working fathers** for a continuing or fractioned period up to 6 months (7 months in specific circumstances) from the baby's birth;
- **single parents** for a continuing or fractioned period up to 10 months.

Overall, parental leave **cannot exceed 10 months**.

During periods of leave, until the sixth year of the child's age, workers are entitled to an allowance paid by *INPS*, and given in advance by the agency, **equal to 30% of their salary for a combined period between the parents up to 6 months**. Some CCNL's, especially in the public sector, provide for a supplement to such allowance.

National or company-level contracts can provide for procedures of hourly fruition of parental leave. In the absence of such rules, the law regulating hourly fruition of parental leave applies.

Family income support

Agency workers are entitled during their employment to family income support distributed by *INPS* and paid in advance by the work agency. The support amount varies depending on the family's composition and their combined income.

Unemployment benefit (NASpl)

In case of termination of their contract, agency workers are entitled to unemployment benefit, paid by INPS, if:

- they are in state of unemployment according to what the law states (available to work and look for a job);
- have paid social security contributions for at least 13 weeks in the 4 years preceding the end of the employment;;
- have effectively worked for at least 30 days in the 12 months preceding the end of the employment.

Workers who resign are not entitled to the benefit (except for resignation for just cause), **and neither are those who consensually end their employment** (except for consensual dissolution in conciliation procedures provided for by the law).

Amount of benefit

The benefit is equal to 75% of the monthly salary, if this is less than 1,195 euro.

Should the salary be greater, 25% of the difference between 1,195 euro and the average monthly salary is added to the total amount. In 2015 the maximum monthly amount of the benefit was 1,300 euro, appreciated annually; **benefit is reduced by 3% monthly, starting from the fourth month** of fruition.

Duration of NASpl is equal to half of the number of weeks in which social security contributions have been paid, in the four years preceding the beginning of unemployment.

Application for NASpl must be sent to INPS via web, **within 68 days of the termination of employment**. It is paid starting the day after the application is submitted, and in any case at least eight days after the termination of employment.



To apply for unemployment benefit (NASpl) it is recommended to get in touch with one of the [INCA CGIL](#) offices.

Unemployment allowance (ASDI)

This is an extra allowance for those workers who are still unemployed at the end of the fruition of NASpl, and have an ISEE (index of equivalent economic situation) equal or lower than 5,000 euro. The applicant must moreover be in a family where there is at least a minor, or be 55 or older and not still be entitled to a pension.

ASDI is paid monthly for a period up to 6 months, and its amount is equal to 75% of the last NASpl received. The amount cannot in any case be greater than the social security cheque.

Application for ASDI must be sent to INPS starting from the first day after the end of fruition of NASpl, and in any case within 30 days. INPS will pay the allowance according to the chronological order of applications, until exhaustion of the financial resources allocated for the year.

(See also Formatemp income support on [page 33](#))



To apply for ASDI it is recommended to get in touch with one of the offices of [INCA CGIL](#).



Bilateral institutions' services

EBITEMP – social services

EBITEMP is the bilateral institution established by the CCNL of work agencies. EBITEMP's main purpose is to provide services to agency workers, funded by temporary work agencies.

In particular, EBITEMP provides:

- **Maternity:** a **one-off allowance of 2,250 euro** to pregnant workers, whose working mission ends within 180 from the start of the pregnancy and who are not entitled to the compulsory maternity leave allowance paid by INPS.
- **Nursery:** a **monthly benefit of 100 euros for nursery fees up until the child turns 3**, to workers whose mission is equal to or longer than 7 days, and have worked for at least three months through an agency in the last 12 months.
- **Relocation:** in case of relocation related to work, a one-off contribution is paid, **up to 700 euro for fixed-term workers and up to 1000 euro for permanent ones**. The work agency must pay the worker at least double of EBITEMP'S contribution.
- **Health protection:** several services who have worked at least 30 days in the last 120 calendar days. These services are provided during the employment or in the 120 days after the employment has ended. In particular, the following are paid:
 - 100% reimbursement of medical fees and prescription charges ("ticket");
 - reimbursement of dental expenses;
 - reimbursement of expenses for major surgeries;
 - reimbursement of expense before or after surgeries;
 - allowance for other hospitalisations.

Protections are extended to dependent family members.

- Injury allowance (supplementary to INAIL's):
 - an allowance up to 6,300 euro in base of the injury's seriousness, up to 6,300 euro on the basis of the injury's severity, in those cases where the injury prolongs over the contract's expiration;
 - an allowance for permanent invalidity based on the degree of inability: if this is equal to or greater of 60%, the allowance amounts to 50,000 euro, if it is lower, the allowance is proportionally reduced;
 - an allowance in case of mortal injury of 50,000 euro.
- **Access to credit:** loans up to 5,000 euro with 0% interests and with no procedure or preliminary commissions ("commissione pratica e istruttoria"). It is guaranteed to all workers who have a residual period of mission of one month at least.

www.ebitemp.it



To apply to Ebitemp services you can ask any of the Nidil CGIL help desks across the country. Here is where they are:

<http://www.nidil.cgil.it/somministrazione/gli-enti-bilaterali-e-le-prestazioni/sportelli-sindacali-ebitemp-e-formatemp>

WEB REFERENCE

While the present handbook is sent for print, new services for agency workers are being finalised. All the updates will be published at the address

<http://www.nidil.cgil.it/somministrazione/la-contrattazione/ccnl-somministrazione-le-novita-entrate-in-vigore-dal-1-gennaio>

FORMA.TEMP – training and income support

FORMA.TEMP is the agency workers' bilateral institution provided for by law. It is funded by the compulsory contribution of work agencies. E' finanziato dal contributo obbligatorio delle agenzie per il lavoro. The funds purposes are to facilitate training and retraining, as well as social security and income support measures.

- **Training:** For candidates to a mission and for fixed-term agency workers, Forma.Temp finances projects of:

- Basic training
- "On the job" training
- Vocational training
- Continuing training

For candidates to a mission and permanent agency workers, Forma.Temp finances projects of:

- Vocational re-training
- Accompanying training
- Employability training
- Professional training

- **Income support:** a **one-off benefit amounting to 750 euro** for permanent agency workers who have worked for at least 5 months (110 working days) in the last 12, with successive 45 days of unemployment. Applications must be submitted within 68 days from the end of the 45 days of unemployment, that is within 113 days from the termination of employment (45 + 68).

www.formatemp.it



To apply for Forma.temp income support you can ask any of the Nidil CGIL help desks across the country. Here is where they are:

<http://www.nidil.cgil.it/somministrazione/gli-enti-bilaterali-e-le-prestazioni/sportelli-sindacali-ebitemp-e-formatemp>

FONTE – complementary pension

Fon.Te. is the complementary pension fund for service sector employees (trade, tourism, etc.). Since 1st July 2015 it is also the fund for agency workers. Registration to Fon.Te is open to all agency workers with permanent or fixed term contracts. Thanks to bilateral agreements, such workers are entitled to financing individual position for the duration of the C.C.N.L. for agency work through:

- A basic contribution of 1% of salary for accrual of *T.F.R.* in the reference period (to which the employers add a further 1%, using funds provided for by bilateral agreements);
- An integration contribution equal to what it has already been paid, for the whole worked period.

Moreover, exclusively for fixed-term workers

- an additional lump sum of:
 - 320 euro for working missions in the year up to 104 days;
 - 160 euro for working missions in the year between 105 and 164 days;
 - 100 euro for working missions in the year between 165 and 334 days.

Also permanent workers who are temporarily not working are entitled to the payment of the basic contribution (1%) calculated on the last mission's *T.F.R.* (plus 1% from the employer). Furthermore, the yearly fee to be paid to Fon.Te is paid by bilateral institutions.

www.fondofonte.it



Who can help you in CGIL

CGIL Service System

CGIL offers a set of services across the country to provide workers with information, help, assistance and protection.

CGIL Service System is, in fact, the coordination facility of all the activities for people who are looking for an answer to problems encountered during job search, employment, while dealing with revenue offices, in health protection, in access to social services and in the social security field.

Legal dispute offices (Uffici vertenze legali), present in each local Chamber of Labour, give the members a wide and effective protection of their rights as workers, as set by contracts and by labour laws. These offices promote and manage, where necessary, legal actions by the judiciary in charge. www.cgil.it/servizi/uvl/default.aspx

INCA patronage promotes and protects social security rights (pensions, family income support, etc.) of workers, pensioners, citizens and migrants through information, assistance and advice. Its offices are across the whole country and abroad, where there is a substantial Italian community. www.inca.it

Fiscal assistance centres CAAF CGIL help workers and pensioners in the fulfilment of some fiscal obligations: tax return, TASI, IMU, ISEE calculation and payment of local taxes. www.cafcgil.it

SOL's (Vocational Guidance Services, Servizi Orienta Lavoro) help people to choose a path of education, training or those who are looking for a job. They help to define one's own professional project, to understand a school curriculum and to effectively use job search tools (CV, job interview, databases, work competitive exams) www.servizisol.it

Agreement services

Federconsumatori: It is a non-profit association whose purposes are information and protection for consumers and customers.

www.federconsumatori.it

Sunia: It is the tenants' union, both private ones and council housing assignees. www.sunia.it

CGIL unions

- **FILCAMS:** trade, tourism, canteens and services
www.filcams.cgil.it
- **FILCTEM:** chemical, textile, energy, manufacturing
www.filctemcgil.it
- **FILLEA:** Constructions, timber and similar
www.filleacgil.it
- **FILT:** Transports
www.filtcgil.it
- **FIOM:** Metal, engineering
www.fiom.cgil.it
- **FISAC:** Credit and insurance
www.fisac-cgil.it
- **FLAI:** Agroindustrial and environment protection
www.flai.it
- **FLC:** Education, University and Research
www.flcgil.it
- **FP:** Public sector
www.fpcgil.it
- **SLC:** Radio and TV, communications and postal, graphic designers, polygraphs and e paper factory workers
www.slc-cgil.it
- **SPI:** Pensioners
www.spi.cgil.it

Nidil is the union of consultants, freelances, self-employed and agency workers. Nidil organises and protects the unemployed and first job seekers. Together with employees' unions it works to tackle abuse, to give stability to workers with bogus consultancy contracts and to give guarantees and rights to those workers who choose to be self-employed. www.nidil.cgil.it - nidil@nidil.cgil.it



Nidil offices

Nidil CGIL offices are present across the country and are available to give agency workers, consultants and freelance workers information, help and protection.

The following is a list of the main offices. In order to know if there are other offices in your area, get in touch with the nearest office on the list.

ABRUZZO

L'AQUILA

Via G. Saragat snc, Nucleo industriale Pile

Telephone: 0862/66001

Mail: laquila@nidil.cgil.it

CHIETI

Via P. B. Valeria, 4

Telephone: 0871/33901

Mail: chieti@nidil.cgil.it

PESCARA

Via Benedetto Croce, 108

Telephone: 085/45431

Mail: pescara@nidil.cgil.it

TERAMO

Viale Francesco Crispi, 173/181

Telephone: 0861/210944

Mail: orgte@abruzzo.cgil.it

ALTO ADIGE (South Tyrol)

BOLZANO

Via Roma, 79

Telephone: 0471/926467

Mail: nidil-nab@cgil-agb.it

BASILICATA**MATERA**

Via De Ruggero, 3
Telephone: 0835/334203
Mail: matera@nidil.cgil.it

POTENZA

Via Bertazzoni, 100
Telephone: 0971/301212
Mail: nidilcgilpotenza@gmail.com

CALABRIA**CASTROVILLARI**

Via Alfano, 12
Telephone: 0981/22637
Mail: castrovillari@nidil.cgil.it

CATANZARO

Piazza Roma, 9
Telephone: 0961/743657
Mail: nidilcz@cgilcalabria.it

COSENZA

Piazza della Vittoria, 7
Telephone: 0984/992138
Mail: nidil@cgilcosenza.it

GIOIA TAURO

Via Bellini, 48
Telephone: 0966/52396
Mail: gioiatauro@nidil.cgil.it

VIBO VALENTIA

Viale Affaccio, 59
Telephone: 0963/591521
Mail: vibovalentia@nidil.cgil.it

CAMPANIA**AVELLINO**

Via Padre Paolo Manna, 19
Telephone: 0825/26192
Mail: nidil.napoli@cgilcampania.it

BENEVENTO

Viale Principe di Napoli, 103

Telephone:: 0824/302222

Mail: *nidil.napoli@cgilcampania.it*

CASERTA

Via Giuseppe Verdi, 7/21

Telephone: 0823/321144

Mail: *nidil@cgilcaserta.it*

NAPOLI (NAPLES)

Via Torino, 16

Telephone: 081/3456311

Mail: *nidil.napoli@cgilcampania.it*

SALERNO

Via Francesco Manzo, 64

Telephone: 089/2586733

Mail: *nidil@cgilsalerno.it*

EMILIA ROMAGNA**BOLOGNA**

Vi Marconi, 67/2

Telephone: 051/6087380

Mail: *bo_nidil@er.cgil.it*

CESENA

Via T. M. Plauto, 90

Telephone: 0547/642150

Mail: *ce.nidil@er.cgil.it*

FERRARA

Piazza Verdi, 5

Telephone: 0532/783221

Mail: *ferrara@nidil.cgil.it*

FORLÌ

Via Pelacano, 7

Telephone: 0543/453750

Mail: *forli@nidil.cgil.it*

IMOLA

Via Emilia, 44

Telephone: 0542/605611

Mail: *im_nidil@er.cgil.it*

MODENA

Piazza Cittadella, 36
Telephone: 059/326388
Mail: modena@nidil.cgil.it

PARMA

Via Casati Confalonieri, 5
Telephone: 0521/297661 - 0521/297678
Mail: nidil@cgilparma.it

PIACENZA

Via XXIV Maggio, 18
Telephone: 0523/459780
Mail: piacenza@nidil.cgil.it

RAVENNA

Via Matteucci, 15
Telephone: 0544/244263
Mail: ravenna@er.cgil.it

REGGIO EMILIA

Via Roma, 53
Telephone: 0522/457305
Mail: re_nidil@er.cgil.it

RIMINI

Via Caduti di Marzabotto, 30
Telephone: 0541/779939 - 0541/779911
Mail: rn_nidil@er.cgil.it

FRIULI VENEZIA GIULIA**PORDENONE**

Via San Valentino, 30
Telephone: 0434/545111
Mail: pordenone@nidil.cgil.it

TRIESTE

Via Pondaes, 8
Telephone: 040/3788250
Mail: trieste@nidil.cgil.it

LAZIO

ROMA E LAZIO (ROME AND LAZIO)

Via Buonarroti, 51
Telephone: 06/492051
Mail: nidil@lazio.cgil.it

FROSINONE

Via Mola Vecchia, 2/a
Telephone: 0775/211219
Mail: frosinonelatina@nidil.cgil.it

LATINA

Via Cerveteri 2/a
Telephone: 0773/693141
Mail: frosinone@nidil.cgil.it

ROMA CENTRO/OVEST/LITORANEA (ROME CENTRE/WEST/SEASIDE)

Viale Ostiense, 164/M
Telephone: 06/5693333
Mail: nidilcentro@lazio.cgil.it

RIETI/ROMA EST/VALLE DELL'ANIENE (ROME EAST/ANIENE VALLEY/RIETI)

Via Padre Lino da Parma, 13
Telephone: 06/41219464
Mail: romaest@nidil.cgil.it

ROMA NORD/ CIVITAVECCHIA (ROME NORTH/CIVITAVECCHIA)

Piazza San Giovan Battista de La Salle, 3/A
Telephone: 06/66412348
Mail: nidil@lazio.cgil.it

ROMA SUD/POMEZIA/CASTELLI (ROME SOUTH/POMEZIA/CASTLES)

Via del velodromo, 80
Telephone: 06/787810
Mail: nidilromasud@lazio.cgil.it

LIGURIA

GENOVA (GENOA)

Via San Giovanni D'Acqui, 6
Telephone: 010/60281 - 010/6028330
Mail: genova@nidil.cgil.it

LA SPEZIA

Via Bologna, 9
Telephone: 0187/5417
Mail: laspezia@nidil.cgil.it

SAVONA

Via Boito, 9/R
Telephone: 019/838981
Mail: savona@nidil.cgil.it

LOMBARDIA (LOMBARDY)**BERGAMO**

Via Garibaldi, 3
Telephone: 035/3594183
Mail: nidilbg@cgil.lombardia.it

BRESCIA

Via f.lli Folonari, 20
Telephone: 030/3729229
Mail: nidil@cgil.brescia.it

COMO

Via Italia Libera, 23
Telephone: 031/239332
Mail: como@nidil.cgil.it

CREMONA

Via Mantova, 25
Telefono: 0372/448600
Mail: nidilcremona@cgil.lombardia.it

LECCO

Via Besonda Inferiore, 11
Telephone: 0341/488273
Mail: lecco@nidil.cgil.it

LODI

Via Lodivecchio, 31
Telephone: 0371/616022
Mail: nidillodi@cgil.lombardia.it

MANTOVA

Via Altobelli, 5
Telephone: 0376/2021
Mail: nidilmantova@cgil.lombardia.it

MILANO (MILAN)

Corso di Porta Vittoria, 43
Telephone: 02/55025314
Mail: nidil.mi@cgil.lombardia.it

MONZA/BRIANZA

Via Premuda, 17
Telephone: 039/2731214 - 039/2731276
Mail: nidilbrianza@cgil.lombardia.it

VARESE

Via Nino Bixio, 37
Telephone: 0332/1956200
Mail: nidilvarese@cgil.lombardia.it

PAVIA

Via Damiano Chiesa, 2
Telephone: 0382/3891
Mail: pavia@nidil.cgil.it

TICINO OLONA

Via Volturmo, 2 - Legnano
Telephone: 0331/488011
Mail: nidilticinooolona@cgil.lombardia.it

SONDRIO

Via Petrini, 14
Telephone: 0342/511262
Mail: nidilsondrio@pecgil.it

MARCHE**ANCONA**

Via Primo Maggio 142/A
Telephone: 071/285741
Mail: ancona@nidil.cgil.it

ASCOLI PICENO

Viale Costantino Rozzi, 13/F
Telephone: 0736/345311 - 0735/781079
Mail: ascolipiceno@nidil.cgil.it

MACERATA

Via Garibaldi, 45
Telephone: 0733/245711
Mail: macerata.nidil@marche.cgil.it

PESARO/URBINO

Via Yuri Gagarin, 179
Telephone: 0721/4201
Mail: pesaro.nidil@marche.cgil.it

MOLISE**CAMPOBASSO**

Via Tommaso Mosca, 11
Telephone: 0874/492500
Mail: campobasso@nidil.cgil.it

PIEMONTE (PIEDMONT)**ASTI**

Piazza Marconi, 26
Telephone: 0141/533511
Mail: asti@nidil.cgil.it

ALESSANDRIA

Via Cavour 27
Telephone: 0131/308299
Mail: nidil@cgil.al.it

CUNEO

Via Michele Coppino 2/bis
Telephone: 0171/452511
Mail: cuneo@nidil.cgil.it

TORINO (TURIN)

Via Pedrotti, 5
Telephone: 011/2442459 - 346/8076872
Mail: nidil@cgiltorino.it

NOVARA

Via Mameli 7/b
Telephone: 0321/665200
Mail: novaravco@nidil.cgil.it

VERCELLI

Via Stara, 2
Telephone: 0161/224111
Mail: nidil@cgil-vcval.com

PUGLIA (APULIA)

BARI

Via Natale Loiacono, 20/B
Telephone: 080/5767507
Mail: nidil@cgilbari.it

B.A.T.

Via Guido Rossa, 17 (Andria)
Telephone: 0883/592568
Mail: nidil.bat@puglia.cgil.it

BRINDISI

Via Palmiro Togliatti, 44
Telephone: 0831/538209
Mail: nidilbr@cgilbrindisi.it

FOGGIA

Via della Repubblica, 68
Telephone: 0881/351815
Mail: nidilcgilfoggia@libero.it

LECCE

Via Merine, 33
Telephone: 0832/342452
Mail: lecce@nidil.cgil.it

TARANTO

Via Dionisio, 20
Telephone: 099/2216799
Mail: sol.grottaglie@cgiltaranto.it

SICILIA (SICILY)

AGRIGENTO

Via Matteo Cimarra, 29
Telephone: 0922/613050
Mail: agrigento@nidil.cgil.it

CATANIA

Via Crociferi, 40
Telephone: 095/7198111
Mail: catania@nidil.cgil.it

PALERMO

Via Giovanni Meli, 5
Telephone: 091/6111166
Mail: palermo@nidil.cgil.it

SIRACUSA (SYRACUSE)

Viale Santa Panagia, 207
Telephone: 0931/963112
Mail: nidil@cgilsiracusa.it

TOSCANA (TUSCANY)**AREZZO**

Via Monte Cervino, 24
Telephone: 0575/3931
Mail: nidilar@arezzo.tosc.cgil.it

FIRENZE (FLORENCE)

Borgo dei Greci, 3
Telephone: 055/2700595
Mail: nidil@firenze.tosc.cgil.it

GROSSETO

Via Repubblica Dominicana 80/G
Telephone: 0564/45911
Mail: nidil@grosseto.tosc.cgil.it

LIVORNO (LEGHORN)

Via Giotto Ciardi, 8
Telephone: 0586/228411
Mail: nidil.li@livorno.tosc.cgil.it

LUCCA

Viale Luperini, 115/F
Telephone: 0583/441535
Mail: lucca@nidil.cgil.it

MASSA CARRARA

Viale XX Settembre 46/bis
Telephone: 0585/848311
Mail: massacarrara@nidil.cgil.it

PISA

Viale Bonaini, 71
Telephone: 050/515222
Mail: nidil@pisa.tosc.cgil.it

PISTOIA

Via Puccini, 104
Telephone: 0573/3781
Mail: nidil.pt@pistoia.tosc.cgil.it

PRATO

Piazza Mercatale, 89
Telephone: 0574/459315
Mail: nidil@prato.tosc.cgil.it

SIENA

Piazza la Lizza, 11
Telephone: 0577/630192
Mail: nidil.si@siena.tosc.cgil.it

TRENTINO**TRENTO**

Via Muredei, 8
Telephone: 0461/040111
Mail: nidil@cgil.tn.it

UMBRIA**PERUGIA**

Via Bellocchio, 26
Telephone: 075/5069803
Mail: perugia@nidil.cgil.it

TERNI

Vico San Procolo, 8
Telephone: 0744/496216
Mail: terni@nidil.cgil.it

VENETO

BELLUNO

Via Fantuzzi, 9
Telephone: 0437/948046
Mail: nidil.bl@gmail.com

PADUA

Via G. Longhin, 117/121
Telephone: 049/8944270
Mail: padova@nidil.cgil.it

ROVIGO

Via Catalafimi, 1/B
Telephone: 0425/377356
Mail: nidil.rovigo@veneto.cgil.it

TREVISO

Via Dandolo, 4
Telephone: 0422/409269
Mail: nidil@cgiltreviso.it

VENICE

Cà Marcello, 10
Telephone: 041/5491300
Mail: nidil.venezia@veneto.cgil.it

VERONA

Via L. Settembrini, 6
Telephone: 045/8674611
Mail: nidil@cgilverona.it

VICENZA

Via Vaccari, 129
Telephone: 0444/564844
Mail: vicenza@nidil.cgil.it

Knowing legal norms that regulate the type of contract with which one works, knowing one's rights and one's duties; being able to understand one's contract is the best way to tackle abuse and illegality, and to safely travel across the ever changing world of.