

▼ Italian General
Confederation of Trade,
Tourism, Services,
Professions and SMEs

▼ National Federation of
Managers, Middle
Managers and Professionals
in Trade, Transport,
Tourism, Services,
Advanced Tertiary Sectors

National Collective Labour Agreement for managers of tertiary distribution and services companies

Official Consolidated Text

Rome, 12 April 2023

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Contents

CCNL 12 April 2023 - Establishment of the parties	Page	5
PART ONE - Establishment of the relationship	"	7
Article 1 - Applicability	"	7
Article 2 - Recruitment or appointment.....	"	8
Article 3 - Probationary period	"	8
PART TWO - Remuneration	"	9
Article 4 - Determination of remuneration elements	"	9
Article 5 - Monthly contractual minimum.....	"	9
Article 6 - Remuneration increase	"	10
Article 7 - Share plans	"	10
Article 8 - Additional monthly payments (thirteenth and fourteenth months)	"	10
Article 9 - Seniority increases.....	"	11
Article 10 - Variable remuneration	"	12
PART THREE - Performance of the relationship	"	13
Article 11 - Ethics of service.....	"	13
Article 12 - Work performance and holiday	"	13
Article 13 - Holidays.....	"	14
Article 14 - Marriage leave	"	15
Article 15 - Leave of absence	"	15
Article 16 - Relocation	"	15
Article 17 - Travel and missions	"	16
Article 18 - Illness and injury.....	"	17
Article 19 - Extension of job retention due to illness	"	18
Article 20 - Maternity and paternity leave.....	"	19
Article 21 - Transfer of company ownership.....	"	19
Article 22 - Vocational education and training, active policies and outplacement (CFMT)	"	20
Article 23 - Welfare Services for manager and family members (CFMT)	"	21
Article 24 - Funding of lifelong training programmes for businesses	"	22
Article 25 - Civil, criminal and revenue liability.....	"	22
Article 26 - Change in position.....	"	23
PART FOUR - Contractual welfare and social security concessions	"	24
Article 27 - Supplementary pension scheme (Mario Negri Fund).....	"	24
Article 28 - Individual supplementary pension scheme (Antonio Pastore Association)	"	25
Article 29 - Supplementary healthcare scheme (Mario Besusso Fund – FASDAC).....	"	26
Article 30 - Social security concessions for newly hired or appointed Managers.....	"	28
Article 31 - Incentives for rehiring of unemployed managers	"	29
Article 32 - Temporary manager	"	30
PART FIVE - Forms of employment protection	"	31
Article 33 - Company trade union representations	"	31
Article 34 - Individual labour disputes - The Territorial Joint Conciliation Committee	"	31
Article 35 - Joint Committees for variable remuneration	"	32
Article 36 - Arbitration Board	"	33
Article 37 - Anti-mobbing Commission	"	36
PART SIX - Termination of the relationship	"	37
Article 38 - Termination of the employment relationship	"	37
Article 39 - Resignation.....	"	37
Article 40 - Resignation for just cause	"	38
Article 41 - Dismissal.....	"	38
Article 42 - Productivity and well-being.....	"	40
Article 43 - Severance pay	"	40
Article 44 - Advances on severance pay.....	"	40
Article 45 - Compensation in the event of death.....	"	41

National Collective Labour Agreement ("CCNL") for managers of tertiary distribution and services companies

In the year 2024, on the 11th day of the month of June in Rome

between

The **Italian General Confederation of Trade, Tourism, Services, Professions and SMEs**, represented by its President Carlo Sangalli, with a delegation composed of: Donatella Prampolini, Umberto Bellini, Piero Poy, Roberta Rossetti, Carlo Alberto Carpignano, Mario Gentiluomo, with the cooperation of Guido Lazzarelli, as coordinator of the Trade Union Commission, with the assistance of the Labour and Trade Union Relations Sector represented by Paolo Baldazzi.

and

Manageritalia - National Federation of Managers, Middle Managers and Professionals in Trade, Transport, Tourism, Services, Advanced Tertiary Sectors, represented by the President Mario Mantovani, with participation of the Trade Union delegation led by Daniele Testolin and composed of Alessandro Baldi, Roberto Beccari, Stefano Bigi, Guido Carella, Luigi Catalucci, Stefano De Martin, Pierluigi Giacomon, Flavio Leone, Manuel Modolo, Monica Nolo, Simone Pizzoglio, Antonella Portalupi, Fabrizio Pulcinelli, Roberto Saliola, Paolo Scarpa, Ciro Turiello, with the assistance of the Secretary General, Massimo Fiaschi and Daniela Fiorino, Head of labour relations office

- having regard to the Consolidated Text of 23 January 2008;
- having regard to the renewal agreement of 27 September 2011;
- having regard to the agreements of 3 and 25 July 2012;
- having regard to the agreement of 31 July 2013;
- having regard to the agreement of 21 July 2016;
- having regard to the agreement of 11 July 2019;
- having regard to the agreement of 10 September 2019;
- having regard to the agreement of 16 June 2021;
- having regard to the agreement of 12 April 2023

was drafted the consolidated contractual text 12 April 2023 for managers of tertiary, distribution and service companies, which, due to the amendments made to the aforementioned agreements, enters into force on the 1 January 2022, except for the special starting dates provided for individual institutes.

The Parties,

- share the principle of the uniqueness of the national collective bargaining agreement for managers, on the basis of which the agreement is applied in its entirety as an instrument of protection for all employers, who explicitly adopt it or implicitly transpose it through its application, and for their respective managers, not only for the purpose of the adequacy of the overall economic – normative treatment, but also for the purpose of fulfilling the contractual function, also delegated by the legislation in force, as well as the benefit of contractual and legislative concessions;

- also share the importance of bilateralism, as an opportunity for companies and their managers, reconfirming that it should represent an evolved model of discussion, participation and sharing to spread a culture of representation that affirms the centrality of companies and their managers;

- reaffirm their willingness to continue enhancing the value of contractual welfare and to strengthen their commitment to the cost-effectiveness and transparency of management, the utmost attention to sustainability, the future effectiveness of the Funds, the continuous improvement of efficiency in their operation, the quality of the supply and provision of services to users, thus demonstrating that they are looking to the future with care and responsibility, in the wake of a history of sharing timely reforms that over time have ensured, with a bold vision, the constant adaptation of welfare instruments to the changes that have occurred.

PART ONE

Establishment of the relationship

Article 1

Applicability

1. Pursuant to Article 2094 of the Italian Civil Code, and for the purposes of this agreement, managers are those who, reporting directly to the entrepreneur or to another manager expressly delegated for that purpose, perform company functions of a high degree of professionalism, with broad autonomy, discretion and initiative and with the power to impart directives to the entire company or to an autonomous part thereof.

2. The qualification of manager entails participation and collaboration, with the responsibility inherent in one's role, in the activity aiming to achieve the company purpose and social utility.

3. Managers include, but are not limited to:

- directors;
- co-directors;
- deputy directors;
- executive officers, pursuant to Article 2203 et seq. of the Civil Code;
- legal representatives, as referred to in Article 2209 of the Civil Code, with a stable mandate "ad negotia";
- the heads of important services and offices, provided that their functions are exercised under the conditions specified in the preceding paragraphs.

4. This national collective labour agreement, signed by the most representative organisations in the sector, applies to companies and managers working in the tertiary, distribution and services sectors.

5. All forms of economic and regulatory protection, including social security, assistance and insurance, provided for by this agreement, apply to managers registered with the member associations of Manageritalia, employed by companies registered with member associations of Confcommercio.

STATEMENT FOR THE RECORD

Within the framework of the positive actions recommended by the Government aimed at achieving real equality, the undersigning organisations and the companies in the sector declare their intention to implement all measures to eliminate any discrimination in career and promotion plans, directly or indirectly linked to political, religious, racial, language, sex, disability, age, nationality reasons or based on sexual orientation or personal beliefs, in order to create the necessary conditions to ensure that the only yardstick for the assessment and selection for promotion to higher positions is professionalism, merit and management skill.

Article 2

Recruitment or Appointment

1. The recruitment or appointment of the manager must be confirmed by a written document stating:
 - a) the date of commencement of the employment relationship or appointment;
 - b) the probationary period, if any, for newly recruited managers;
 - c) the possible imposition of a time limit for managers hired on a fixed-term basis;
 - d) any option for subsidised pension schemes provided for in Article 30 below;
 - e) the normal place of business;
 - f) recognition of the full application of this agreement and any amendments thereto;
 - g) an indication of the functions, powers and responsibilities inherent in the mandate given;
 - h) the remuneration;
 - i) the possibility of relocation, as provided for in Article 16 below;
 - l) any other elements that may be useful to clarify the manager's position within the company.
2. The document referred to in the preceding paragraph must be signed for acceptance by the manager.
3. Any variation in the aforementioned conditions of employment during the course of the relationship must be communicated in writing.
4. The appointment as manager of an employee already in service entails the recognition of the seniority already accrued with another qualification for the purposes of notice and additional allowance under Article 36, except for the provisions of Article 36, paragraph 18.

Article 3

Probationary period

1. Only in the case of recruitment and at the same time as recruitment, a probationary period not exceeding six months may be agreed upon. Any periods of suspension of the relationship are excluded from the calculation.
2. In the event of termination of the employment relationship during the probationary period, the manager shall be paid the additional monthly instalments and the indemnity in lieu of accrued holidays, as well as severance pay with the express exclusion of notice.

PART TWO

Remuneration

Article 4

Determination of remuneration elements

1. Remuneration consists of the following items:
 - a) monthly contractual minimum;
 - b) any seniority increases referred to in Article 9 below;
 - c) any add-on element as set out in Annex L;
 - d) any salary increase referred to in Article 6 below;
 - e) any other amounts awarded ad personam.
2. As of November 1991, the cost-of-living wage adjustment system (cost-of-living allowance) adopted by the National Collective Labour Agreement of 18 December 1975 and last regulated by the agreement of 22 April 1986 was abolished.
3. The related amount, in the total amount in effect on 1 November 1991 (Lire 1,428,942 per month equivalent to EUR 737.99), and therefore not susceptible to further variations, shall be included, as of 1 January 1992, in the minimum monthly contractual amount referred to in Article 5 of this agreement.
4. Any seniority increases cannot absorb other salary items, nor be absorbed by them.
5. The manager's overall remuneration may not be lower than the remuneration of the best-paid middle manager or office worker in the same company. The salaries of producers and travellers, as well as highly or particularly specialised personnel, are, however, excluded from any comparison or ratio.
6. The daily salary is calculated by dividing the monthly wage by twenty-six.

Article 5

Monthly contractual minimum¹

1. For managers hired or appointed as of 1 December 2023, the minimum monthly contractual amount shall be set at EUR 4,040.00 inclusive of the increase referred to in letter a) of Article 6 below; at EUR 4,190.00 inclusive of the increase referred to in letters a) and b) of Article 6 below, as of 1 July 2024; at EUR 4,340.00 inclusive of the increase referred to in letters a), b) and c) of Article 6 below, as of 1 July 2025.

¹ The minimum monthly contractual amount is set at EUR 3,500.00 from 1 January 2008; EUR 3,600.00 from 1 October 2011; EUR 3,735.00 from 1 April 2012; EUR 3,890.00 from 1 July 2013. See Annex H-novies for one-off amounts 2023.

2. For managers in force as at 30 November 2023, the increase in the monthly contractual minimum, pursuant to the preceding paragraph, shall be assured through the payment of the salary increases referred to in Article 6 below, in the manner provided for therein. These increases may be absorbed up to the amount of sums granted by the companies as advance payments or advances on future contractual salary increases granted after 31 December 2019.

Article 6

Remuneration increase²

1. Managers covered by this agreement are entitled to an increase of their actual remuneration of EUR:

- a) 150.00 per month from 1 December 2023
- b) 150.00 per month from 1 July 2024
- c) 150.00 per month from 1 July 2025

2. These increases may be absorbed, up to the limit, by sums granted by the companies, on account or in advance of future contractual salary increases, after 31 December 2019.

Article 7

Share plans

As from 10 September 2019, income from Share Plans, or in any case from remuneration plans based on financial instruments, is not relevant for the purposes of calculating severance pay, direct or indirect contractual obligations and the calculation of the indemnity in lieu of notice.

Article 8

Additional monthly payments (thirteenth and fourteenth months)

1. In December and June of each year, an amount equal to one month's salary will be paid.

2. In the event of commencement or termination of employment during the twelve months preceding the payment of each of the two additional months, the manager shall be entitled to as many twelfths as the number of months of service.

3. For this purpose, the fraction equal to or greater than fifteen days is considered a full month.

4. For those who are paid in whole or in part with commissions or other variable elements, the calculation of the additional monthly payments will be made, for

² See Annex C for a summary of the amounts of salary increases.

the variable part, on the average of the emoluments paid during the previous twelve months or in any case during the shorter period of service.

Article 9

Seniority Increases

1. Seniority increases are repealed as of 1 July 2004.

TRANSITIONAL PROVISION

For managers in service on 30 June 2004, the amount already accrued in this respect shall be further increased, during the two-year period from 1 July 2004 to 30 June 2006, by a total amount of EUR 258.22 per month (equal to two seniority increases), not to be absorbed by any salary item, to be paid according to the following criteria:

- a) EUR 129.11, from the date on which they would have accrued the repealed seniority increase;
- b) an additional EUR 129.11, six months after the disbursement of the previous amount;
- c) managers who would have accrued the 11th seniority increase during the above two-year period shall only be due the amount referred to in letter a) above.

For the determination of amounts accrued before 30 June 2004 by way of seniority increases, the provisions of paragraphs 1 to 4 of Article 9 of the Consolidated Text of 23 January 2008 apply, which are reproduced in full below:

"1. At the end of each two-year period of seniority in the post, with a maximum of eleven two-year periods, the manager shall be entitled to seniority increases at the rate raised from 1 January 1992 to EUR 129.11 gross per month.

2. The accrual of increases starts from the date of company seniority in the post, if it coincides with the first day of the month, or, if not, from the first day of the following month.

3. These increases, which take effect on the first day of the month immediately following the month in which the two-year seniority period is completed, are not absorbed under any circumstances, nor can they absorb any salary items.

4. On the accrual of each increase, those accrued after 31 December 1977 will be revalued, on the basis of the amount of EUR 129.11, without the payment of arrears for the previous period".

CLARIFICATION IN THE MINUTES

As regards the system for calculating seniority increases in force before the entry into force of the 1988 agreement, with particular reference to the two-yearly frequency and the revaluation aspect, the parties expressly refer to the provisions of the renewal agreements of 12 July 1984 and 22 April 1986 and the contract of 1 March 1988.

Article 10

Variable remuneration

1. Collective or individual agreements (between the company and the manager) may be entered into that determine the criteria for quantifying salary payments of uncertain date and amount, insofar as they are strictly related to the results achieved in the implementation of company programmes or the achievement of individual objectives, with the aim of increasing productivity, quality, and other elements relevant to improving competitiveness, as well as results linked to the company's economic performance.
2. In the event of a change in the laws in force on the subject, in order to be able to take advantage of the incentives regarding contribution reductions and tax exemption, the agreements referred to in the preceding paragraph must be filed with the Committees referred to in Article 35 of this agreement, established at provincial, regional or interregional level.
3. The issue of variable remuneration shall be the subject of a joint opinion, which pursues the legislative applicability of paragraph 2.

PART THREE

Performance of the relationship

Article 11

Ethics of service

1. The parties underline the particular importance of the principles underlying of the Framework Code on Ethics of Service for managers and companies, especially in the context of the European Union, where the centrality of the user and the transparency of corporate conduct are guidelines.
2. To this end, the parties agree, in accordance with the terms and indications deriving from their respective organisations, to continue to make their significant contribution to the Standing Committee on Ethics of Service, with a view to the drafting of the Company Code of Ethics and the Code of Ethics for Managers.
3. In this perspective, the parties undertake to promote within the companies the adoption of behaviours and attitudes of service providers towards users, consistent with the ethical values of common inspiration, also through the enhancement of the ethical commitment of the manager, with reference to the functions assigned to him and to the responsibilities and autonomy delegated to him, having regards to the new production realities and the ever increasing needs for efficiency and competitiveness to which companies must refer.

Article 12

Work performance and holiday

1. In view of the particular position, functions and responsibilities of the manager within the company organisation, his work performance is not quantifiable, however, it tends to be correlated, in principle, albeit with wide discretion, to the timetable of the operational unit to which the manager is assigned, especially with regard to weekly rest, within the framework of the laws in force.
2. For the economic and regulatory treatment of holidays, shall be applied the collective bargaining rules in force for middle managers employed by the company in which the manager works.
3. In lieu of the provisions of the interconfederal agreement of 16 May 1977 on abolished holidays, the parties agree that the civil holiday whose celebration has been moved to the following Sunday (4 November) shall be paid in addition to the monthly salary and that, in lieu of the four former holidays, four days of paid leave shall be provided, to be taken within the year in which it accrues or, failing that, to be compensated with the corresponding salary.

Article 13

Holidays

1. The manager is entitled, for each year of service, to a holiday period of thirty days to be taken in one or more instalments, it being understood that the working week is in any case six working days for the purposes of calculating the holiday.
2. Sundays and national and midweek holidays falling in the same period must be excluded from the calculation of the holiday period.
3. Fractions of a year shall be counted in twelfths for as many months of service accrued during the year, fractions of fifteen days or more being considered equal to one month.
4. During the holiday period, actual remuneration is due.
5. For those who are remunerated in whole or in part by commissions or other variable elements, remuneration shall be calculated, for the variable part, on the average of the remuneration paid in the preceding twelve months or in the shorter period of service.
6. Holidays cannot be dispensed with and, except in the case of termination of the employment relationship, cannot be replaced by the relevant allowance for holidays not taken, except for the fraction exceeding the minimum period of four weeks referred to in Article 10 of Legislative Decree No. 66 of 8 April 2003 as subsequently amended and supplemented. The allowance for leave not taken must be paid by the month of July immediately following the year of accrual.
7. For the purpose of determining the holiday pay in lieu, the daily rate of pay is calculated by dividing the de facto monthly salary by twenty-six.
8. Termination of the relationship for any reason whatsoever does not affect the right to accrued holidays.
9. Holidays may only be granted during the period of notice served if requested in writing by the manager.
10. If leave is interrupted for business needs, the expenses incurred by the manager are borne by the employer.
11. Holiday entitlement is interrupted in the event of illness duly notified to the employer.
12. This is without prejudice to any better corporate conditions.

Article 14
Marriage leave

1. In the event of marriage, the manager is entitled to fifteen calendar days of paid leave.

Article 15
Leave of absence

1. A manager who so requests for justified reasons shall be granted a leave of absence of up to six months, with the option for the employer not to pay salary - in whole or in part.

2. The period of leave will be considered valid only for the purposes of severance pay and indemnity in lieu of notice.

3. For managers called upon to hold elected public office at any level, or national, regional, provincial or company trade union functions, the applicable legal provisions apply.

STATEMENT FOR THE RECORD

The parties agree that contributions to the contractual Institutions and Funds referred to in Articles 28 and 29 of the CCNL (Antonio Pastore and FASDAC), notwithstanding the provisions of paragraph 1 of this Article 15, are not suspended in the case of periods of unpaid leave of less than 30 consecutive calendar days.

Article 16
Relocation³

1. A manager may be relocated only for proven technical, organisational and production reasons of the company.

2. The relocation will be communicated in writing to the person concerned with at least three months' notice, or four months' notice for those with dependants.

3. If particular reasons of urgency do not allow the notice periods referred to in the preceding paragraph to be complied with, the manager will be considered to be away until the expiry of the above-mentioned terms, with the right to reimbursement of expenses for reaching his family each weekend.

4. A manager dismissed for non-acceptance of relocation is entitled to severance pay and the indemnity in lieu of notice referred to in Article 41, paragraph 5.

³ See "Declaration of the Parties" annexed to Article 26.

5. A manager who terminates his contract within sixty days of the notice referred to in paragraph 2, giving reasons for his termination on the grounds that he does not accept the relocation, shall be entitled, in addition to his severance pay, to the indemnity in lieu of notice referred to in Article 41, paragraph 5.
6. If the manager has reached the age of 60, the relocation can only take place with the consent of the person concerned.
7. In the event of subsequent termination of the relationship due to dismissal other than for just cause, the relocated manager shall be entitled to reimbursement of expenses related to the return to his place of origin, for himself and his family, provided that the return is made within six months of the termination of the relationship, except in cases of force majeure. In the event of the death of the manager, a similar procedure will be followed for family members.
8. A manager who has been elected to public office may not be relocated for the duration of the office.
9. The employer will pay the manager the reimbursement of expenses incurred as a result of the relocation, including for dependents, including those relating to the moving of furniture.
10. The employer will also pay - for a duration to be agreed between the parties and in any case not less than eighteen months - any difference in actual rent, existing at the time of moving, in accommodation of the same type as that occupied in the place of origin, taking into account average market conditions.
11. The relocated manager will also be paid a "one-off" allowance, at the time of moving, of not less than one and a half months' salary if he/she has no family dependants and three months' salary if he/she has family dependants.
12. This Article is applicable in the case of a relocation ordered by the company.

Article 17

Travel and missions

1. For travel and missions, the manager shall receive the following:
 - a) reimbursement of travel expenses;
 - b) reimbursement of any expenses incurred in the execution of the mandate and in the interest of the company;
 - c) reimbursement of "out-of-pocket expenses" of board and lodging, or the equivalent to be agreed, and of small, non-documentable expenses.

2. For missions exceeding twelve days, agreements will be made between employer and manager, also for any special aspects arising from the duration and nature of the mission.

3. In the case of authorised use of a car owned by the manager, the mileage reimbursement will be determined according to the tables published by ACI.

Article 18

Illness and injury

1. In the event of illness or injury not due to service-related causes, the employer shall retain the non-probationary manager's post for a maximum period of 240 days in a calendar year, meaning the period backwards of 365 days after the last illness during which he/she shall be paid his/her full salary.

2. On expiry of the aforesaid term, if the illness continues and is documented by regular medical certificates, the manager has the right to request leave of absence as referred to in Article 15 of this agreement or, if the requirements are met, those laid down in the following Article 19.

3. On expiry of the term indicated in paragraph 1 or of any period of leave requested by the manager pursuant to paragraph 2, if the employment relationship is terminated by either party due to the continuation of the state of illness, the manager shall be due the indemnity in lieu of notice referred to in Article 41, paragraph 5 below, in addition to the severance pay.

4. In the event of interruption of service due to temporary disability caused by an accident occurring in the course of service, the employer shall keep the manager's job and pay him full salary until recovery is established or until permanent total or partial disability is established.

5. In the event that the manager is compulsorily insured with Inail (under the Consolidated Text 1124/1965 and subsequent amendments and additions) the employer is obliged to supplement the indemnity paid by Inail up to 100% (one hundred per cent) of the net daily remuneration to which the manager would have been entitled in the event of normal employment.

6. In any case, the pay period may not exceed thirty months from the day on which the accident occurred.

7. The employer shall take out, at its own expense and on behalf of the manager, a policy against both occupational and non-occupational accidents, insuring:

a) in addition to the normal severance pay, in the event of permanent disability caused by an accident that does not allow continuation of work, a sum equal to six annuities of actual pay;

- b) in the event of permanent partial disability caused by an accident, a sum that, referred to the amount of the insured capital under point a), is proportional to the degree of disability determined according to the table annexed to the Consolidated Text approved by Presidential Decree no. 1124 of 30 June 1965 and subsequent amendments and additions;
- c) in addition to the normal severance pay, in the event of death caused by an accident, a sum in favour of the beneficiaries, equal to five annuities of the actual salary.

8. Starting from the 1° of January 2022, the contractual guarantee "Injury" is deposited in the Pastore Convention, through a special appendix, with a maximum insured sum calculated on an annual salary conventionally fixed in EUR 150.000,00. Therefore, employers will have to take care to activate an additional insurance cover in favour of managers whose de facto salaries are higher than the above-mentioned conventional value, in order to fulfil the obligations provided for in paragraph 7 of this Article, also with reference to any limitations and exclusions under the Guarantee Injury Pastore which may not lead to the automatic fulfilment of the contractual provisions.

Article 19

Extension of job retention due to illness

1. In the case of sick managers, the preservation of their post, set at a maximum period of 240 days by Article 18 of this agreement, shall be extended in the event of a serious and continuous pathology involving life-saving therapies, periodically documented by specialists of the National Health Service, at the manager's request, for a further period not exceeding a total of 180 days and on condition that the manager submits the aforementioned medical certificates.
2. During the period referred to in the preceding paragraph, the manager shall be paid his full salary and in the event of termination at the end of the term the same shall be due, in addition to the severance pay, the indemnity in lieu of notice referred to in Article 41, paragraph 5 below.
3. Managers wishing to benefit from the period referred to in the preceding paragraph must submit a request by registered letter with advice of receipt before the expiry of the 240th day of sick leave and sign an express acceptance of this condition.
4. At the end of the period in which the illness documented by the medical certificates referred to in the first paragraph of this Article persists, the manager may apply for leave under Article 15 of this agreement.

STATEMENT FOR THE RECORD

The provisions of Articles 18 and 19 enter into force from 21 July 2016. For managers who, on the date of signing this agreement, have a current illness, the

new provisions contained in Articles 18 and 19 will apply from 15 September 2016.

Article 20

Maternity and paternity leave

1. For maternity leave, in accordance with the relevant legislation in force, the employer is required to keep the post available and pay the actual monthly salary.

2. As a result of Law no. 104 of 24 February 2006, the remuneration provided for in the preceding paragraph is made up of an allowance equal to 80% of the salary - paid by INPS and paid in advance by the employer - and an integration of the aforementioned allowance paid by the employer, so as to reach 100% of the de facto monthly salary to which the mother worker or, in the situations provided for by Article 28 of Legislative Decree no. 151 of 26 March 2001, the father worker, would have been entitled in the event of normal employment.

3. Each parent has the right to abstain from work (parental leave) for each child during his or her first twelve years of life. For the economic and regulatory treatment of parental leave, please refer to Article 34 of Legislative Decree No. 151 of 26 March 2001, and the collective bargaining rules for executives employed by the company in which the manager works. The employer, in order to guarantee the actual payment of the percentage of the de facto remuneration that the mother or father worker would have received in the event of normal employment, is required to supplement the allowance calculated by INPS on the basis of the relevant legal provisions in force, bearing any differences.

4. In the event that the mother worker or, alternatively, the father worker, avails him/herself of the leave pursuant to Article 39 of Legislative Decree No. 151 of 26 March 2001, the employer is obliged to pay the allowance due by INPS in advance, corresponding to the full amount of the remuneration relating to such time off.

5. For all matters not regulated by this Article, please refer to the relevant laws in force.

Article 21

Transfer of company ownership⁴

1. Without prejudice to the provisions of Article 2112 of the Civil Code, in the event of transfer of ownership of the company, including cases of mergers, amalgamations, spin-offs, the rights, for any reason whatsoever, acquired by the manager shall not be affected.

⁴ See "Declaration of the Parties" annexed to Article 26.

2. In the event that the event referred to in paragraph 1 substantially affects the manager's position, resulting in a real situation of professional detriment to him, the latter may, up to six months from the formal communication of the transfer of ownership, terminate his employment relationship with entitlement to the indemnity in lieu of notice referred to in Article 41, paragraph 5.

Article 22

Vocational education and training for managers, active policies and outplacement (CFMT)

1. The Parties have set up an organisation, called CFMT (Centro di Formazione Management del Terziario - Tertiary Management Training Centre), run jointly, with the aim of offering companies and managers training and refresher courses particularly targeted at the specific problems of the sector and their development.

2. The training programmes will be available to managers free of charge.

3. The training days chosen by the company for the further training and development of individual managers will - like any travel and living costs - be borne by the company and the days themselves considered working days.

4. The training days chosen by the manager will be - both for the possible cost of travel and as days to be considered deductible from the individual holiday allowance - borne by the individual user.

5. The costs arising from the implementation of the provisions of this Article shall be covered, with effect from 1 July 1992, by annual contributions of EUR 129.12 payable by the employer and EUR 129.12 payable by the manager, withheld by the employer from his salary. With effect from 1 October 2021, the annual contribution will be EUR 290.00 payable by the employer and EUR 130.00 payable by the Manager. The amounts are inclusive of the contractual membership fee and for the performance of additional functions assigned to the CFMT in the field of welfare services and active policies. For the practical implementation of the provisions of Article 23, for the years 2024 and 2025 only, the annual contribution shall be increased by EUR 50.00, of which EUR 25.00 shall be borne by the employer and EUR 25.00 by the Manager. As a result of this increase, with effect from 1 January 2024 and 1 January 2025, the annual contribution will be EUR 315.00 payable by the employer and EUR 155.00 payable by the Manager.

6. As a transitional measure, these contributions will be paid to the "Mario Negri" Pension Fund in accordance with the criteria, methods and systems provided for the payment of contributions pertaining to the Fund itself.

7. It is the intention of the Parties that the CFMT should become, in relation to its statutory objectives, the main contractual reference operator for the development of managerial skills in service sector companies, investing even more in research and development, acting to support the professionalism and

employability of managers in the sector, and facilitating the matching of supply and demand of skills on the labour market, also by defining agreements with the main outplacement companies on the market.

8. To this end, the Parties agree that, with effect from 1 July 2021, in the event of termination of the employment relationship, even if followed by a settlement agreement or conciliation, with the exception of termination for just cause, dismissal for disciplinary reasons, voluntary resignation or consensual termination, the employer shall pay the CFMT a contribution of EUR 2,500.00 for the activation of outplacement procedures or access to active policy programmes aimed at the outplacement of managers.

9. With the same effect as indicated in paragraph 8, Article 40 of the CCNL 31 July 2013 and the CCNL of 21 July 2016 are repealed.

Article 23

Welfare Services for manager and family members (CFMT)

1. The Parties recognise the opportunity to optimise and strengthen the contractual welfare system, also by encouraging the use of the welfare services referred to in Article 51, paragraph 2, of the Consolidated Income Tax Act, in order to create a context in which work is placed within a system aimed at pursuing the overall wellbeing of the individual in support of work-life balance, family and everyday life.

2. To this end, the CFMT is assigned support and organisational responsibilities relating to the implementation of the Welfare Platform for tertiary sector managers.

3. On an experimental basis, valid only for the period of validity of this agreement, with effect from 1 January 2024 and 1 January 2025, a mandatory welfare contribution of EUR 1,000.00 (one thousand/00) per year shall be introduced for managers falling within the scope of this agreement, to be spent through the CFMT Welfare Platform within the scope of the services and coverage defined on a case-by-case basis by the Parties. The employer may also credit additional amounts to the Platform, by signing a company regulation or agreement, provided that they are equal in amount and in favour of all employed managers - or categories thereof.

4. The contractual minimum value referred to in the first sentence of paragraph 3 above will be paid in addition to any flexible benefit schemes recognised by the employer.

5. The value referred to in the first sentence of paragraph 3 of this Article is recognised on a pro rata basis in the event of recruitment or appointment during the reference year, whether under a contract of indefinite duration or under a fixed-term contract, while it is not pro-rated in the event that the manager is employed under a part-time contract.

Article 24

Funding of lifelong training programmes for businesses

The Parties identify FONDIR (Fondo paritetico interprofessionale nazionale per la formazione continua dei dirigenti del Terziario) as the fund to which companies shall refer in order to take advantage of the resources allocated by the legislator to finance lifelong training programmes, pursuant to Article 118 of Law no. 388 of 23 December 2000, as amended and supplemented.

DECLARATION BY THE PARTIES

The parties underline their joint commitment to facilitating lifelong managerial training, in particular through the activities of the CFMT and FONDIR, also with a view to fostering the implementation of training programmes in favour of the Managers referred to in Article 30.

Article 25

Civil, criminal and revenue liability

1. In cases where statutory or regulatory provisions attribute specific civil, criminal and revenue responsibilities to the manager, he shall have the effective powers and decision-making autonomy necessary to act in accordance with the requirements of those provisions.
2. Civil liability and consequences towards third parties caused by breaches of the aforementioned rules committed by the manager in the performance of his duties shall be borne by the employer.
3. In the event of criminal proceedings - of any degree - against a manager, for facts relating to his duties and responsibilities, all costs and expenses, if any, shall be borne by the employer, including those of legal assistance.
4. The choice of defence counsel, where not agreed between the parties, is the responsibility of the employer, but the manager will always have the option of also being assisted by a lawyer of his choice at the employer's expense.
5. The indictment of the manager for facts relating to the performance of his duties does not, in itself, justify dismissal.
6. The above guarantees and protections also apply after the termination of employment and can also be insured by taking out a special policy, at the company's full expense.
7. In the event of deprivation of personal liberty, the manager shall be entitled to retain his post with payment of his de facto remuneration.
8. The guarantees and protections referred to in the preceding paragraphs are excluded in cases of wilful misconduct or gross negligence on the part of the manager, established by a final judgment.

Article 26

Change in position

1. A manager who, as a result of a change in his duties substantially affecting his position, terminates his employment within sixty days, shall be entitled, in addition to his severance pay, to the indemnity in lieu of notice referred to in Article 41, paragraph 5 below.

DECLARATION BY THE PARTIES ON ARTICLES 16, 21 AND 26

The parties clarify that the provisions contained in the 4th and 5th paragraphs of Article 16 (relocation), in the 2nd paragraph of Article 21 (transfer of company ownership) and Article 26 (change in position) apply only if the event substantially affects the position of the manager causing a real situation of detriment to the latter. In the case of a relocation ordered by the company, the detriment is deemed to exist if the distance from the original place of work is more than 350 km.

PART FOUR

Contractual welfare and social security concessions

Article 27

Supplementary pension scheme (Mario Negri Fund)

1. A supplementary pension scheme, in addition to the compulsory invalidity, old age and survivors' insurance of INPS and/or substitute compulsory funds, managed by the Mario Negri Fund, is envisaged in favour of the managers included in the scope of this agreement.
2. The “Mario Negri” Fund is the supplementary pension scheme applicable to managers in the tertiary, distribution and services sector or, in any case, employed by companies falling within the scope of this agreement. Subscription to the Fund is due for all managers to whom this CCNL applies and, in any case, managers of companies included in the scope of this agreement, for the entire duration of the employment relationship with that position.
3. Managers who wish to continue their membership voluntarily in the event of a change, suspension or termination of employment may be enrolled in the Fund if they meet the requirements set out in the regulations.
4. As from 1 January 2003, the contribution due for each manager registered in the Fund is composed of an ordinary contribution and a supplementary contribution.
5. The ordinary contribution is the sum of the employer's contribution, amounting to 12.86%⁵ as from 1 October 2021, and the manager's contribution, amounting to 1%, calculated on the annual conventional remuneration referred to in paragraph 8.
6. The supplementary contribution, including the contractual affiliation contribution, to be borne by the employer, is equal, as from 1 January 2023, to 2.39% of the annual agreed remuneration referred to in paragraph 8 and shall be paid into the general account provided for by the Statute of Mario Negri Fund ⁶. This contribution is increased to 2.43% as from 1 January 2024, to 2.47% as from 1 January 2025.
7. Notwithstanding the ordinary contribution to be paid by the manager as set out in paragraph 5, the ordinary contribution to be paid by the employer for managers as defined in Article 30 paragraphs 1 to 3 below, as from the year 2018, is equal to 4.13% ⁷ of the annual conventional remuneration as set out in

⁵ The ordinary employer contribution is set at 10.60% from 1 January 2007; 11.15% from 2008; 11.35% from 2009; 11.65% from 2010; 12.35% from 2018.

⁶ The supplementary contribution is 1.48% from 1 January 2003; 1.50% from 2004; 1.52% from 2005; 1.54% from 2006; 1.74% from 2007; 1.76% from 2008; 1.78% from 2009; 1.80% from 2010; 1.84% from 2011; 1.87% from 2012; 1.91% from 2013; 1.95% from 2014; 1.99% from 2015; 2.03% from 2016; 2.07% from 2017; 2.11% from 2018; 2.15% from 2019; 2.19% from 2020; 2.31% from 2021; 2.35% from 2022.

⁷ Contribution of 2.84% from 1 January 2004; 3.00% from 2007; 3.30% from 2008; 3.60% from 2009; 3.90% from 2010; 3.97% from 2016; 4.05% from 2017.

paragraph 8. The employer's supplementary contribution is confirmed in the same measure as indicated in paragraph 6.

8. The contributions provided for in the preceding paragraphs refer to a conventional annual salary of EUR 59,224.54.

9. The Mario Negri Fund, for supplementary pension purposes, separately records the Severance Pay, however conferred.

10. Company agreements entered into, as from 1 July 2004, between managers and employers, may allocate additional contributions to the supplementary pension scheme on the basis of criteria established in the Regulation of the "Mario Negri" Fund.

11. The Mario Negri Fund will accept the devolution of contractual welfare credit and of any possible company welfare credit, within limits of a maximum value set in EUR 5.000,00 per year. Welfare credit devolved to the Mario Negri Fund includes a supplementary contribution fixed in the amount of 2%. The value credited to the manager's individual account will therefore be reduced by the aforesaid contribution.

12. The contribution to the Fund, calculated on the basis of the indications given in the preceding paragraphs and the severance pay conferred, is paid quarterly for all periods during which remuneration is due, including the period of notice replaced by an indemnity in lieu of notice.

13. The "Mario Negri" Pension Fund for Managers of Commercial and Shipping and Transport Companies is governed by special statute and regulation agreed between the parties to this agreement.

14. The management of the Fund is entrusted to the representatives of the contracting trade unions, who will exercise it jointly in the Fund's governing bodies.

Article 28

Individual supplementary pension scheme (Antonio Pastore Association)

1. An individual pension scheme is provided for managers covered by this agreement.

2. The Antonio Pastore Association is entrusted with the conclusion of insurance contracts as well as with the collection of contributions for this purpose to be paid as premiums to the chosen insurance companies.

3. As from 1 July 2004, the employer's contribution, including the contractual membership fee, is set at EUR 4,803.05 per year. As of 1 October 2021, the employer contribution is set at EUR 4,296.45 per year. The manager's contribution amounts to EUR 464.81, again on an annual basis.

4. As from the 1° January 2022, the contractual guarantee “Injury” is deposited in the Pastore Convention, pursuant to Article 18, paragraph 8 of this CCNL. The relevant premium is included in the annual contribution due by the companies to the Antonio Pastore Association and it is equal to EUR 287,00 for the year 2022, with the consequence that, without prejudice to the deduction to be made by the manager under paragraph 3, the contribution due for each ordinary manager will be recalculated at a total of 5.048,26 per year. As from the 1° January 2023, the premium is set at EUR 410.00 per insured person per year. Therefore, the contribution owed by companies to the Antonio Pastore Association for each ordinary manager, without prejudice to the deduction to be made by the manager under paragraph 3, it will be, when fully operational, equal to EUR 5,171.26 per year.

5. Managers referred to in Article 30 below, paragraphs 1 to 3, shall be insured with the same risk guarantees reserved for general managers under the Antonio Pastore Convention. To this end, an annual contribution sufficient to cover the insurance guarantees under the aforesaid agreement is payable by the companies, as per the table annexed to the insurance agreement. The contribution shall be paid to the Antonio Pastore Association for the preparation of the relevant insurance agreements.

6. The contribution paid to the Antonio Pastore Association is intended for the provision of individual pension insurance benefits and assistance.

7. This contribution is paid quarterly for all periods during which pay is due, including the indemnity in lieu of notice.

Article 29

Supplementary healthcare scheme (Mario Besusso Fund – FASDAC)

1. In favour of the managers included in the scope of application of this agreement, a healthcare fund ("Mario Besusso" Fund) supplementary to the National Health Service is envisaged, financed by a contribution which, as from 1 January 2022, is set at the following measures, referring to an annual conventional salary of EUR 45,940.00:

- a) 5.29%⁸ to be borne by the company for each manager in service, including the annual premium to cover the Long Term Care⁹ guarantee amounting to EUR 206.60 per year;
- b) 2.78%¹⁰ to be borne by the company and in favour of the retired managers' management, inclusive of the contractual membership contribution, due for each manager employed by it;
- c) 1.87% to be borne by the manager in service.

⁸ 5.50% until 30 September 2021, 5.51% until 31 December 2021.

⁹ Amounts not relevant for the purposes of exceeding the deductibility ceiling pursuant to Article 51(2)(a) of the Consolidated Income Tax Act.

¹⁰ As of 1 January 2007, 1.10%; increased to 2.41%, annually, as of 1 October 2011; to 2.46% as of 1 January 2014; to 2.51% as of 1 January 2018; to 2.56% as of 1 October 2021.

2. The contribution shall be paid quarterly, for all periods during which pay is due, including the indemnity in lieu of notice.
3. The Fund's benefits are also available to the manager's family members identified in the regulations, except for preventive health programmes, which are reserved for serving managers only, voluntary contributors and, from 1 January 2022, retired members.
4. Managers who receive a pension from a compulsory social security scheme, surviving recipients of INPS or indirect pensions (or other compulsory substitute, exclusive or exempt forms), as well as managers who wish to continue their membership voluntarily in the event of suspension or termination of employment, may be enrolled in the Fund if they meet the requirements set out in the regulations.
5. The contribution to be paid by the voluntary contributor is equal to the sum of the amounts owed to the Fund by the active manager and the company.
6. As of 1 January 2018, the annual contribution to be paid by retired managers is set at EUR 2,054.00¹¹. This amount is subject to revaluation, also taking into account the Fund's technical balance requirements.
7. As of 1 July 2004, the introduction of a contribution to be borne by survivors benefiting from medical assistance under the Fund's regulations, equal to 60% - with appropriate rounding - of the contribution payable by retired managers, is established.
8. The "Mario Besusso" Healthcare Fund for Managers of Commercial and Transport and Shipping Companies is governed by special statute and regulation agreed between the parties to this contract.
9. The management of the Fund is entrusted to the representatives of the contracting trade unions, who will exercise it jointly in the Fund's governing bodies.

DECLARATION BY THE PARTIES

The Parties, in order to make the prevention initiative effective, in compliance with a diagnostic pathway appropriate to the health needs of the manager, identify the Fund's Management Board as the body responsible for establishing the terms and conditions for the use of the prevention programmes and for periodically monitoring the adequacy of the project, also from the point of view of rationalising overall health expenditure.

¹¹ EUR 877.98, as of 1 January 2002; EUR 1,985.13, as of 1 October 2011; EUR 2,008.10, as of 1 January 2014; EUR 2,032.00, as of 1 January 2016.

Article 30

Social security concessions for newly hired or appointed Managers

1. With exclusive reference to the contribution paid pursuant to Articles 27 and 28 above, companies may opt for reduced forms of contribution, as provided for in Article 27, paragraph 7 and Article 28, paragraph 5, with reference to managers as defined below.
2. The contribution referred to in the preceding paragraph may be applied to managers recruited or appointed, as from the signing of this agreement, before their 48th birthday, as well as for unemployed managers aged at least 55 years.
3. The permanence in the category defined above is temporary, according to the following table:

Age of the manager	Years of permanence in the category (maximum period)
Up to 40 years	4
41 to 45 years	3
From 46 until the age of 48	2
Unemployed managers aged 55 and over	1

After the expiry of the periods indicated in this paragraph, the general contractual rules will automatically apply to the manager.

4. On an experimental basis, the parties agree that, for managers hired or appointed, as of 1 October 2016, whose gross remuneration, including all fixed and variable elements, does not exceed EUR 65,000.00 (sixty-five thousand/00) per year referred to a full-time employment contract, regardless of the age requirements set forth in the second paragraph of this Article, companies may apply, for a maximum duration of three years from the date of hiring or appointment, the reduced contribution referred to in the following paragraphs.
5. Without prejudice to the provisions of Articles 22 and 29 of the CCNL, for the complementary pension scheme referred to in Article 27, the ordinary contribution to be borne by the employer is EUR 300.00 per year. There is no supplementary contribution to be paid by the employer, nor any contribution to be paid by the manager who, however, has the option of allocating the severance pay to the Mario Negri Fund.
6. For the same managers, membership of the Antonio Pastore Association takes place with suspension of the contribution obligations pursuant to Article 28 of the CCNL, for the period of effective permanence of the salary requirement provided for in paragraph 4, except for premium relating to the Accident Guarantee.
7. For the purposes of verifying the subsistence of the salary requirement referred to in paragraph 4, the employer is required to send the SUID (one-stop shop for the registration of managers) a declaration in lieu of certification

pursuant to Article 46 of Presidential Decree No. 445 of 28 December 2000, countersigned by the manager, who will thus assume co-responsibility for the declaration in addition to proving manifest awareness of it.

8. If, during the three-year period, the total annual salary requirement referred to in paragraph 4 is exceeded, the employer must notify SUID, no later than 15 calendar days after the change in salary requirement. When this occurs, the employer may apply to the manager, for a period of up to one year, the welfare contributions treatment provided for in paragraph 1, if the age requirements provided for in paragraph 2 are met.

9. At the end of the three-year period referred to in paragraph 4, in the presence of the age requirements indicated in paragraph 2 of this Article, the employer may apply to the manager, without interruption, the welfare contribution treatment provided for in paragraph 1, for the duration indicated in the table in paragraph 3.

10. The benefits provided for in paragraphs 4 to 9 of this Article may be used only once during the manager's working career.

11. The provisions contained in paragraphs 4 to 10 of this Article, due to their experimental nature, will be subject to verification between the signatory parties at the next renewal, with a view to their possible amendment.

STATEMENT FOR THE RECORD

The parties undertake to safeguard any recruitments, already formally agreed upon at the date of signing this renewal agreement, with the contribution provided for in paragraph 1 of Article 28 of the National Collective Labour Agreement of 31 July 2013, exclusively with reference to the case of the recruitment of unemployed managers aged not less than 50 years.

Article 31

Incentives for rehiring of unemployed managers

1. In order to facilitate the redeployment of unemployed managers who are not less than 48 years of age, the Parties may use subsidised recruitment, to be ratified by the Joint Committees referred to in Article 35 of CCNL, regulated as follows:

- the monthly contractual minimum set forth in Article 5 of this CCNL and future amendments, may be reduced for the first year of employment by a maximum of 20%;
- for the second year up to a maximum of 10%;
- for the third year, up to a maximum of 5%. From the third completed year, the minimum contractual amount due to the manager will, in any case, be that provided for in the applicable CCNL;
- for companies that hire a manager aged not less than 48 years, the preferential treatment provided for in Article 30, paragraph 1 of the CCNL applies for one year.

2. Any agreements on variable remuneration for the persons referred to in this Article may take advantage of the incentives regarding contribution reductions and tax exemption, if applicable.
3. Failure to file with the Joint Committees referred to in Article 35 renders the provisions of this Article inapplicable.
4. The provisions of this Article shall also not apply in the case of dismissal and subsequent re-employment of the manager within the same undertaking or by an undertaking in the same or a different business sector which, at the time of dismissal, has a substantially similar ownership structure to that of the employing undertaking or is linked or controlled by the latter, unless at least six months have elapsed since the termination of the previous employment.

STATEMENT FOR THE RECORD

The Parties, in order to support the re-employment of the managers referred to in the previous Article and in any case, unemployed, agree to associate with the remunerative measures envisaged therein joint initiatives aimed at meeting labour supply and demand, as well as training courses for professional retraining.

Article 32

Temporary manager

1. Contracts for temporary managers or temporary managers, also operating within networks of enterprises, may also be established within the framework of the legal provisions on fixed-term employment contracts for managers and according to the provisions of this CCNL.
2. In the hypotheses referred to in the preceding paragraph, the companies may opt for the application of the discounted salary provided for in Article 30, paragraphs 1 to 3, of the CCNL, even in the absence of the age requirements provided for therein and for a period corresponding to 50% of the duration of the contract, provided that the contract has a minimum duration of one year. The aforementioned discounted salary provided for in Article 30, paragraph 1, of this CCNL may not, in any case, last longer than two years.

PART FIVE

Forms of employment protection

Article 33

Company trade union representations

1. The trade unions of managers, responsible for the local area and members of Manageritalia, may establish their own trade union representations in companies.
2. In that case, the trade unions themselves will notify the name of the managers, in addition to Manageritalia, the companies concerned, and the business organisation with territorial jurisdiction of the names of the managers entrusted with such representation.

Article 34

Individual labour disputes - The Territorial Joint Conciliation Committee

1. Without prejudice to the territorial agreements already in place, Territorial Joint Committees for the conciliation of individual labour disputes may be established pursuant to Article 412 ter of the Code of Civil Procedure, as amended by Law 183 of 4 November 2010.
2. The Territorial Joint Conciliation Committee, which may also be based at regional level, is composed of:
 - a) for employers, by a representative of the competent territorial Association or Union;
 - b) for managers, by a representative of the competent territorial organisation of Manageritalia.
3. The party interested in settling the dispute is obliged to request the attempt at conciliation through the Trade Union Organisation to which it is a member and/or has mandated.
4. The Business Association or the Managers' Trade Union Organisation representing the party concerned shall in turn report the dispute to the Territorial Joint Conciliation Committee by registered letter with return receipt, by PEC, or hand delivery in duplicate or other suitable means to certify the date of receipt.
5. Upon receipt of the communication, the Territorial Joint Conciliation Committee will convene the parties within 20 days and set the day and time for the conciliation attempt. The attempted conciliation must be completed within 60 days.

6. The 60-day period referred to in the preceding paragraph starts on the date of receipt of the request by the employers' association or trade union organisation which the employee mandates.

7. The Territorial Joint Conciliation Committee shall attempt conciliation pursuant to Article 412-ter of the Code of Civil Procedure as amended by Law No. 183/2010.

8. The minutes of conciliation or of non-agreement are filed by the Conciliation Committee with the competent Territorial Labour Directorate and to this end must contain:

- 1) the reference to the collective agreement or contract governing the employment relationship to which the conciliated dispute relates;
- 2) the presence of trade union representatives whose signatures have been deposited with the Territorial Labour Directorate;
- 3) the presence of the parties personally or properly represented.

9. If the parties have already found a solution to the dispute that has arisen between them, they may request, by spontaneous appearance, that the Committee, pursuant to Article 412 ter of the Code of Civil Procedure, certify the conciliation with the waivers and settlements referred to in Article 2113 of the Civil Code, confirming the parties' waiver or settlement.

10. As a result of the provision referred to in the previous paragraph on spontaneous appearance, for the purpose of dispute resolution, meetings may be held with the consent of all parties involved, also by remote/telematics mode, remaining confirmed the validity and effectiveness pursuant to art. 2113 of the Civil Code and pursuant to art. 410-411 of the Code of Civil Procedure.

11. The Conciliation Committee referred to in this Article also constitutes the forum for validating resignations and consensual terminations, in accordance with the law.

12. Decisions taken by the Territorial Joint Conciliation Committee do not constitute an authentic interpretation of this agreement, which therefore remains subject to the National Joint Committee referred to in Article 48.

Article 35

Joint Committees for variable remuneration

The Joint Committee referred to in Article 34 above, in addition to conciliation agreements, is also responsible for accepting the filing of agreements for variable remuneration referred to in Article 10 of the CCNL and the agreements referred to in Article 31, for the variable remuneration of managers aged 48 and over.

Article 36

Arbitration Board

1. Pursuant to Law No. 183 of 4 November 2010, an Arbitration Board shall be established by the competent territorial associations that are members of the stipulating organisations, which shall operate pursuant to Article 412-ter of the Code of Civil Procedure and which shall rule on the appeals provided for in this agreement.
2. The Board consists of three members, two of whom are designated by each of the two territorially competent organisations respectively and a third, acting as President, is chosen by mutual agreement, again by the two territorial organisations.
3. In the event of failure to agree on the appointment of the third member, the latter shall be drawn by lot from a list of names not exceeding six, previously agreed or, failing that, shall be appointed, at the request of one or both of the aforementioned organisations, by the President of the competent court.
4. The President's deputy is appointed according to the same criteria as above.
5. The Board holds office for one year and is renewable.
6. Each of the representatives of the respective organisations can be replaced from time to time.
7. The secretariat functions will be carried out, by direct agreement, by one of the competent territorial organisations.
8. Either party, even if the attempt at conciliation pursuant to Article 34 of this agreement fails, may refer the dispute to the Arbitration Board, according to the rules set forth in this article, without prejudice to the right to take the dispute to court, pursuant to Law No. 533 of 11/8/73.
The Board will be appointed to manage the dispute at the request of the competent territorial organisation adhering to Manageritalia, or of the territorially competent employers' Association. The organisation shall forward the appeal, signed by the party, to the Board by registered mail with return receipt or PEC, within thirty days of receipt of the appeal.
9. A copy of the application and the appeal must, again by registered letter with return receipt or PEC, be sent simultaneously by the organisation referred to in the preceding paragraph to the corresponding territorial business organisation and to the defendant.
10. Up to the day before the first hearing, the defendant is obliged to express its agreement to the arbitration procedure in writing to the Board or to express any wish to opt out of the arbitration procedure.

11. Territorial competence, unless otherwise agreed between the parties, is established with reference to the last place of work of the manager.

12. The Board must meet within thirty days of receipt of the application referred to in paragraph 9.

13. The Board, in the presence of the parties to the dispute, or their attorneys, if any, may make an attempt at conciliation. In the event of a negative outcome, the parties will be questioned on the subject of the dispute and their statements will be minuted. The Board, at the request of the parties and in compliance with the principle of cross-examination, may take witness evidence for the purpose of the preliminary investigation of the dispute, assigning time limits to the parties for written preliminary investigative statements and the production of documents. Minutes will be drawn up of the preliminary investigation.

14. If no conciliation is reached, the Board, taking into account the possible unjustified absence of one of the parties and, in the case of dismissal, also the possible lack of concurrent motivation, shall issue its decision within sixty days from the date of the first meeting, promptly notifying the parties concerned, without prejudice to the right of the President to extend the time limit by up to a further thirty days, in relation to the needs inherent to the conduction of the procedure. Article 429, paragraph 3 of the Code of Civil Procedure applies in the pronouncement of the decision.

15. During the month of August, the time limits referred to in this Article, including those referred to in the third paragraph of Article 41 and the third paragraph of Article 40, are suspended.

16. If the Board, in a reasoned opinion, recognises that the dismissal is unjustified and therefore upholds the manager's appeal, it shall at the same time order, in favour of the manager and at the expense of the employer, by way of compensation, an additional indemnity of the contractual severance pay.

17. On the basis of its assessment of the factors characterising the case under consideration, the Board will establish the additional allowance in the following graduated measure for classes of seniority:

- | | |
|------------------------------|---------------------------------|
| - up to 4 years | from 4 to 8 monthly payments |
| - over 4 to up to 6 years | from 6 to 12 monthly payments |
| - over 6 and up to 10 years | from 8 to 14 monthly payments |
| - over 10 and up to 15 years | from 10 to 16 monthly payments |
| - over 15 years | from 12 to 18 monthly payments. |

18. In the event of the dismissal of a manager with more than twelve years' service in the company in the position, the additional allowance is automatically increased, in relation to the age of the dismissed manager, at the following rates:

- 4 monthly payments for those between 50 and 55 years of age;
- 5 monthly payments for those between 56 and 61 years of age;

- 6 monthly payments for those aged over 61 years and less than the age required by legislation in force for old age retirement.

The above-mentioned increases are applicable to managers who do not meet the requirements to be eligible for a pension in the AGO or who, despite meeting the requirements, would be paid an amount less than five times the minimum INPS amount. The burden of proof concerning pension status lies with the manager.

19. The additional allowance referred to in paragraphs 16, 17 and 18 of this Article shall be compensatory in nature, shall not be subject to contributions of any kind and shall be calculated on the last gross salary (including taxable remuneration in kind), on any variable portion (as the average of the last three years or of the shortest period of service) and on the corresponding accruals of additional monthly payments and the effects on severance pay, excluding holidays and leave for former holidays.

20. Expenses related to the Board will be shared 50% between the Board's constituent organisations.

21. The parties acknowledge that:

- a) The Arbitration Board is of an informal nature and is established pursuant to Article 412-ter of the Code of Civil Procedure. The provisions of Article 412 paragraphs ter and quater) of the Code of Civil Procedure apply to the arbitration decision.
- b) If the conciliation attempt provided for in paragraph 13 of this Article is successful, the agreement reached cannot be challenged pursuant to Article 2113 paragraph 4 of the Civil Code as amended by Article 31 paragraph 7 of Law No. 183/2010.

CLARIFICATION IN THE MINUTES

For the purposes of calculating the additional allowance referred to in paragraphs 16, 17 and 18 of this Article, while confirming the reference to Article 41, the parties clarify that the provisions of paragraph seven of the aforementioned Article 41 are incompatible with the legal nature of the additional allowance itself and therefore do not apply.

NOTE FOR THE RECORD

The Parties agree that the new provisions contained in paragraphs 17, 18 and 19 of this Article shall take effect with respect to dismissals imposed as of 1 September 2016.

Article 37
Anti-mobbing Commission

The parties, in consideration of the social relevance assumed by the problems arising from the practice of so-called "mobbing", agree on the need to work jointly, setting up a Commission made up, in addition to the parties stipulating this agreement, of the employers' organisations belonging to other production sectors with which Manageritalia is signatory of the CCNL. This Commission will be in charge of monitoring the climate in companies and implementing initiatives to prevent the existence of mobbing conditions.

PART SIX

Termination of the relationship

Article 38

Termination of the employment relationship

1. A party terminating a permanent employment contract must notify the other party in writing.
2. In the event of termination of the relationship the following are due to the manager:
 - a) severance pay, calculated as provided for in Article 43 below;
 - b) accrued additional monthly payments;
 - c) any allowance in lieu of holiday and leave entitlements not taken for ex holidays;
 - d) in the event of a permanent employment relationship, without prejudice to the provisions of Article 2119 of the Civil Code, any indemnity in lieu of notice.

Article 39

Resignation

1. A manager who resigns is obliged, vis-à-vis the employer, to comply with the following period of notice, depending on the total length of service in the company in any capacity equal to:
 - two months: up to two years of seniority;
 - three months: from two to five years of seniority;
 - four months: more than five years of seniority.
2. As from 1 July 2021, the period of notice will start on the first or the sixteenth day of each month, depending on whether the notice of resignation is received by the employer in the second fortnight of the preceding month or in the first fortnight of the current month, respectively.
3. Failure to give such notice entitles the employer to withhold an amount corresponding to the gross salary for the period not worked.
4. An employer who, on receipt of the notice of resignation, waives all or part of the service, is obliged to pay the manager the monthly payments relating to the notice period not served.
5. In the case of maternity, if the manager resigns with this reason, within six months from the end of the periods of absence provided for by Article 20 or at the end of any period of leave provided for by Article 15, and in any case within the time period provided for by Article 55, paragraph 1 of Legislative Decree No. 151 of 2001, she shall be entitled, in addition to severance pay, to the indemnity in lieu of notice provided for by Article 41, paragraph 5.

Article 40
Resignation for just cause

1. Without prejudice to the possibility of appealing to the Territorial Joint Conciliation Committee referred to in Article 34, a manager who resigns for just cause, formally attached and specified, in immediate reaction to facts attributable to the company, may appeal to the Arbitration Board referred to in Article 36.
2. The burden of proof of the existence of just cause lies with the manager.
3. The appeal shall be forwarded to the competent local organisation of Manageritalia by registered mail, which shall constitute proof of compliance with the deadlines, within 30 days of the filing of the report of failure to conciliate referred to in Article 34. In any event, the appeal shall be lodged within 6 months from the date of receipt of the notice of resignation by the employer.
4. If the Arbitration Board deems that just cause exists, alleging and proving, it shall at the same time order the payment by the company of the indemnity in lieu of notice pursuant to Article 41, increased by an additional indemnity equal to 1/3 of the indemnity for notice.
5. Otherwise, without prejudice to the validity of the resignation, the provisions of Article 39 of this agreement shall apply to the manager.

Article 41
Dismissal

1. In the case of dismissal, the employer is obliged to indicate the reason at the same time.
2. Without prejudice to the possibility of appealing to the Territorial Conciliation Committee referred to in Article 34, if the manager does not consider the reason given by the employer to be justified or if it was not provided at the same time as the notice of termination, may appeal to the Arbitration Board referred to in Article 36. The Arbitration Board has jurisdiction in all cases of dismissal.
3. The appeal shall be forwarded to the competent territorial organisation of Manageritalia by registered mail, or by PEC, which shall constitute proof of compliance with the deadlines, within 30 days of the filing of the report of failure to conciliate referred to in Article 34. In any event, the appeal shall be lodged within 6 months from the date of receipt of the notice of dismissal by the manager.

4. The provisions of the preceding three paragraphs shall not apply in the event of termination of the employment contract in respect of a manager who meets the legal requirements for entitlement to an old-age pension.

5. Except in the case of dismissal for just cause, in the event of termination, communicated as from 1 September 2016, by the employer of a permanent contract of employment, having exceeded the probationary period, the manager is due notice, in relation to the length of service in the company overall, in any capacity, equal to:

- 6 months: up to four years of seniority;
- 8 months: from four to ten years of seniority;
- 10 months: from ten to fifteen years of seniority;
- 12 months: over fifteen years of seniority.

6. With effect for dismissals imposed as from 1 October 2011, in the event of dismissal of a manager who meets the legal requirements for entitlement to an old-age pension, the months' notice referred to in paragraph 5 shall be replaced by a single period of notice equal to thirty days, supplemented by the months' notice that may be necessary to achieve actual entitlement to a pension.

7. During the period of notice, even if it is replaced by the relevant indemnity, all the economic and regulatory provisions and social security and welfare rules provided for by the laws and contracts in force and any variations thereof shall apply.

8. The period of notice, even if it is replaced by the relevant indemnity, as from 1 July 2021, shall commence on the first or the sixteenth day of each month, depending on whether the notice of dismissal is received by the manager in the second fortnight of the preceding month or in the first fortnight of the current month, respectively. Therefore, the employer is obliged to pay in full for the fraction of the month in which the notice of dismissal was received.

9. In the event of the manager's absences for the reasons provided for in Article 18, during the period of notice, this shall be suspended for the duration of the absences, subject to the time limits provided for in Article 18.

10. The outgoing manager shall not be obliged to serve in the employ of another manager of the same grade who is to replace him.

11. If the manager waives, in whole or in part, to serve the period of notice, he shall not be entitled to indemnity in lieu thereof for the part of the notice not served and no compensation shall be due by him to the employer.

12. The employer may exempt the manager, in whole or in part, from serving during the period of notice, paying the manager the corresponding allowance in lieu. This indemnity in lieu is to be calculated on the actual pay, including all fixed elements and the average of the last three years (or the shortest period of service) for any variable elements.

13. It shall be subject to normal contributions and, for the entire period to which it relates, it shall entail, by virtue of the provisions of the seventh paragraph of this article, the accrual of severance pay and holiday pay as well as, pursuant to Article 2121 of the Civil Code, the accrual of additional monthly instalments.

14. The employer will pay off at CFMT – for each manager dismissed - a contribution equal to 2.500,00 EUR gross, pursuant to Article 22, paragraph 8 of this CCNL.

Article 42 - Productivity and well-being

1. The Parties, within the framework of the policies and principles relating to Corporate Social Responsibility and in accordance with the commitments and contents of the Memorandum of Intent, attached as Annex I to the Consolidated Act of 31 July 2013, undertake to promote and support actions aimed at fostering good practices of age management and corporate welfare.

2. In this prospect, the Parties agree on the opportunity to prevent forms of professional obsolescence and to create conditions of professional integration and complementarity between mature and young workers.

Article 43

Severance pay

1. In any case of termination of employment, the manager shall be entitled to severance pay determined in accordance with the provisions of Law No. 297 of 29 May 1982.

2. For periods of service performed until 31 May 1982, severance pay is calculated in accordance with the terms and measures provided for in Article 28 of the CCNL of 22 December 1981.

Article 44

Advances on severance pay

1. Pursuant to paragraph 11 of Article 2120 of the Civil Code, as amended by Law No. 297 of 29 May 1982, it is agreed that the number of requests for advances on severance pay made by personnel with manager status, to be satisfied annually, is equal to 50% of the number of requests that may be satisfied, by law, in the same year, for the remaining personnel, with any remaining fraction rounded up to the next higher unit.

Article 45

Compensation in the event of death

1. In the event of the manager's death, the employer shall pay the beneficiaries the severance pay and the indemnity in lieu of notice referred to in Article 41, paragraph 5, irrespective of what they may be entitled to by way of supplementary benefits for pension fund, accident insurance and any other cause.
2. For the purposes of calculating the indemnity in lieu of notice referred to in the preceding paragraph, the date of commencement of notice shall be deemed from the day immediately following the date of death.

PART SEVEN

General and Final Provisions

Article 46

General Provisions

1. For any matters not otherwise governed by this agreement, the collective bargaining rules in force for middle managers employed by the company for which the manager works shall apply.

Article 47

Better treatment clause

1. This agreement shall not alter any more favourable conditions arising for the manager from individual, company agreements or from custom and practice.

Article 48

Disputes concerning interpretation and application

1. For the settlement of any disputes that may arise in connection with the interpretation and application of this agreement, a Joint Committee shall be set up comprising representatives of the Italian General Confederation of Trade, Tourism, Services, Professions and SMEs and the National Federation of Managers, Middle Managers and Professionals of Trade, Transport, Tourism, Services, Advanced Tertiary Sector.

2. The operation of the Committee referred to in the preceding paragraph is governed by the Rules annexed to this agreement under Annex A.

3. Territorial Joint Committees composed of representatives of the local organisations of Confcommercio and Manageritalia may be set up for the conciliation of disputes that may arise for the application of this agreement.

Article 49

Date of effect and duration

1. This agreement shall take effect on 1 January 2022, subject to the special terms provided for individual institutes, and shall remain in force until 31 December 2025.

2. The Parties undertake to start negotiations at least six months before the deadline of 31 December 2025, in order to renew the CCNL in a timely manner, also with reference to the experimental nature of the regulations on company welfare under Article 23 of the CCNL.

Annexes

JOINT COMMITTEE REGULATIONS

Article 1

1. The Joint Committee provided for in Article 48 is made up of six members: 3 designated by the Italian General Confederation of Trade, Tourism, Services and SMEs; 3 designated by the National Federation of Managers of Commercial, Transport, Tourism, Services, Auxiliary and Advanced Tertiary Companies.
2. The Committee's task is to examine and resolve disputes concerning the interpretation and application of successive collective bargaining agreements for managers of commercial companies.

Article 2

1. The Committee shall meet at the request of one of the organisations stipulating the aforementioned contract, which shall submit to the Committee all the elements relevant to the examination of the disputed case.

Article 3

1. Meetings of the Committee will normally take place at the headquarters of the Italian General Confederation of Trade, Tourism, Services and SMEs. The date of the convocation will be fixed by agreement between the parties, within three months of the submission of the application referred to in Article 2 above.

Article 4

1. At the end of the investigation, the concluding minutes shall be drawn up in triplicate and shall state whether the decision was taken unanimously or by majority, without mentioning the names of the voters in the latter case.
2. If no decision is reached, i.e. in the event of a tie, the individual members of the Committee may record in the minutes such "voting declarations" as they deem appropriate.
3. A copy of the minutes will be sent to the contracting organisations for the actions under their responsibility.

ANNEX B

JOINT COMMITTEE PRONOUNCEMENT

On 5 February 1986 in Rome, at the Italian General Confederation of Trade and Tourism, the National Joint Committee set up to settle disputes concerning the interpretation and application of the National Collective Labour Agreement for managers of commercial companies met.

The Committee considered the interpretative problem that arose with reference to Article 24, paragraph 10, of the National Collective Labour Agreement for managers of commercial companies of 22 December 1981, renewed by agreement of 12 July 1984, with regard to the exact meaning to be attributed to the expression "manager's last place of work" for the purposes of determining the territorial jurisdiction of the Conciliation and Arbitration Board established, at territorial level, pursuant to the aforementioned Article 24.

That said:

- given the exclusively contractual origin of the Board and the rules governing its functioning;
- having assessed the need to quickly remove a procedural obstacle conditioning the out-of-court settlement of an ongoing dispute;
- having examined, on the merits, the combined provisions of Article 2(1)(c), Article 13 and Article 24(10).

THE NATIONAL JOINT COMMITTEE

after extensive discussion and thorough examination of the above issue

RESOLVES BY MAJORITY VOTE

that the place of employment means the location to which the manager was assigned upon recruitment or appointment or relocation.

ANNEX C

SALARY INCREASE

The renewal agreements of 17 June 1997, 22 December 1999, 25 January 2001, 27 May 2004, 23 January 2008 and 21 July 2016 provided for salary increases that do not affect the monthly contractual minimum and that are granted as a salary increase (or contractual super-minimum) to managers based on the starting date of their appointment or employment, taking care to distinguish this element of the contractual salary from any individual amounts granted by companies.

With the agreements of 27 September 2011 and 12 April 2023, it was agreed to resume the basic minimum increases of the amounts recognised as salary increases, while in the agreement of 21 July 2016, the contractual increases are recognised in addition to the monthly contractual minimum of EUR 3,890.00 and shown in a separate item (Contractual super-minimum).

The following table summarises the gross monthly amounts of the aforementioned salary increases:

• from 1 July 1997	L. 325,000 (EUR 167.85)
• from 1 January 1998	L. 225,000 (EUR 116.20)
• from 1 January 2000	L. 200,000 (EUR 103.29)
• from 1 July 2000	L. 400,000 (EUR 206.58)
• from 1 January 2002	L. 520,000 (EUR 268.56)
• from 1 July 2004	EUR 210.00
• from 1 January 2005	EUR 125.00
• from 1 January 2006	EUR 120.00
• from 1 January 2008	EUR 200.00
• from 1 January 2009	EUR 150.00
• from 1 January 2010	EUR 150.00
• from 1 January 2017	EUR 80.00
• from 1 January 2018	EUR 100.00
• from 1 December 2018	EUR 170.00

Without prejudice to any absorption resulting from the revision of the contractual minimum as a result of the provisions of Article 1 of the Agreement of 23 January 2008.

Safeguard Clause

In the event of any dispute concerning the application of this agreement, the original Italian version shall prevail over the English translation.