

Consolidated Representation Agreement

Confindustria - Cgil, Cisl and Uil

Rome, 10 January 2014

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FIRST PART

ASSESSMENT AND CERTIFICATION OF REPRESENTATION FOR PURPOSES OF NATIONAL COLLECTIVE BARGAINING WITH SECTORAL REFERENCE

For the assessment and certification of the representation of the trade union confederations signatory to the Interconfederal Agreement of 28 June 2011 and the MoU of 31 May 2013 and this present agreement, for the purposes of national collective bargaining by trade union bodies, use shall be made of the membership data (the check-offs for dues conferred by workers) and the electoral data obtained (votes cast) on the occasion of the elections of RSU.

The employer shall make provision, at the conditions and according to the arrangements set forth under this agreement, to ascertain the number of the check-offs conferred by employees who are members of the trade union organisations associated with the confederations signatory to the Interconfederal Agreement of 28 June 2011, the MoU of 31 May 2011 and this agreement.

The check-off must set forth an indication of the trade union organisation and the current account into which the employer is to pay the membership dues.

Membership dues cannot be less than a percentage value of a standard remuneration represented by the base pay in force in the month of January of each year, as indicated in each single national collective labour agreement.

The worker who intends to revoke a check-off must submit a specific written declaration and the revocation, for purposes of determining the number of the check-offs, shall take effect at the conclusion of the month in which it is notified to the employer.

The collection of new check-offs must take place with a form comprising two parts of which the first, containing the indication of the trade union beneficiary of the dues, shall be transmitted to the employer, and the second, also compiled by the worker, shall be sent to the chosen trade union.

The companies shall also accept check-offs in favour of the trade union organisations that accept and undertake to fully comply with the contents of this

Agreement is also of the Inter – Confederate Agreement of 28 June 2011 and the MoU of 31 May 2013.

The number of check-offs is quantified by INPS on the basis of an ad hoc section in company returns (Uniemens).

Confindustria, Cgil, Cisl and Uil, through a specific agreement, shall define in cooperation with INPS, new monthly Uniemens returns, in which there will be a special section for the annual calculation of the number of trade union check-offs in relation to each area of application of the national collective labour agreement. For this purpose, the trade union organisations signatory to this agreement shall catalogue the national collective agreements with sectoral reference and attribute a specific code to each and subsequently notify such codes to Cnel.

The trade union organisations signatory to this agreement shall also attribute a specific identifying code to all sectoral trade union organisations interested in participating in the ascertainment of their own representation for purposes of stipulating national collective labour agreements and immediately inform INPS, Confindustria and Cnel.

On the basis of the Uniemens form, each employer shall, in an appropriate section, indicate the code applying to the national collective labour agreement and the number of check-offs received for each single sectoral trade union organisation together with their associated identifying codes and the form of representation found in productive units employing more than 15 workers. Additional data may be obtained on the basis of the procedures defined in the INPS agreement.

In accordance with a specific agreement, INPS shall process the data collected on an annual basis and, for each national collective labour agreement, shall aggregate the data referring to the check-offs collected for each sectoral trade union organisation with reference to the period January – December of each year.

For purposes of determining the nationwide representation of each sectoral trade union organisation, the number of members shall be calculated by dividing the

overall number of monthly figures, assessed on the basis of the number of check-offs, by 12.

For 2014, the check-offs referring to the last six-months of the year shall be calculated.

The data collected by INPS shall be transmitted – subject to the definition of a Memorandum of Understanding between the signatories of the MoU of 31 May 2013 and of this agreement – to CNEL where it shall be weighted on the basis of the votes obtained in the periodic elections of unitary workplace trade union structures (*hereinafter only RSUs*), which are renewed every three years.

The membership data collected by INPS with regard to productive units employing over 15 workers where RSUs are present, or in which no form of trade union representation is found, shall be transmitted to CNEL by February in the year following the ascertainment.

In order to permit the collection of data on the votes obtained by the single sectoral trade union organisation on occasion of the elections of RSUs, a copy of the report as per point 19 on the third section of the second part of this agreement shall be transmitted by the Electoral Committee to the Provincial Committee of Supervisors (or such other similar body constituted for this purpose).

The dispatch of the report is required not only for electing RSUs after this agreement comes into force but also for those elected previously, and still in office.

The Provincial Committee of Supervisors (or such other similar body constituted for this purpose) shall collect all the data referring to the RSUs with legal title to office on July 31st of each year, by gathering them from the individual electoral reports consigned to the committee, grouping them by each sectoral trade union organisation, and forwarding the data to CNEL within the month of January of the year after their ascertainment.

CNEL shall sum the votes obtained by each sectoral trade union organisation, the number of members found in the productive units employing more than 15 workers where RSUs operate or where no trade union representative structure exists.

By April CNEL shall carry out the weighting of the electoral data using membership data – with reference to every single national collective labour agreement – in conformity to points four and five of the MoU of 31 May 2013; in other words it shall determine the simple average as between the percentage of members (out of the total number of members) and the percentage of votes obtained in the elections for the RSUs with respect to the total number of votes cast, and therefore with a 50% weighting for each of the two datasets.

Having completed the weighting, CNEL shall communicate its findings on representational data to the parties signatory to this agreement in respect of each sectoral trade union organisation in relation to the individual national collective labour agreements.

The data on the representation shall be processed and communicated by CNEL within the month of May of the year following the year they were collected and, for 2015, such data shall be useful, not only for reaching the 5% threshold but also:

- a) for verifying the 50% + 1 majority, for the renewal of all contracts to be signed after the communication made by CNEL;
- b) for purposes of measuring the majority with the respect to the renewal platforms for contracts expiring after November 2015.

Successively, the data communicated by CNEL may, usually and appropriately, be used not only for establishing the 5% threshold but also for determining the 50% + 1 majority:

- a) for purposes of signing national collective labour agreements on the basis of the latest data available;
- b) for purposes of presenting the negotiating platforms on the basis of the data available in the six months prior to the expiry of the contract.

SECOND PART:

REGULATIONS ON REPRESENTATION IN COMPANIES

First section: general rules on the forms of representation in companies

The contracting parties of this agreement agree that in each single productive unit employing more than 15 workers a single form of representation must be adopted.

In the case of producing units with more than 15 employees, where trade union representational structures have never been constituted, the trade union organisations signatory to this agreement agree that whenever RSU are not instituted and an alternative model of trade union representation is adopted instead:

- a) there must be the guarantee that company costs shall remain unvaried with respect to the situation which would have been determined with the constitution of a RSU;
- b) at the expiry of a plant-level union structure (RSA), the transition, if any, to a RSU may take place if decided upon by trade union organisations that represent, at national level, the majority of 50% + 1, as stipulated in the first part of this agreement.

In each and every case where article 2102 of the Civil Code can be applied, and determines significant changes in the composition of the productive units concerned, elections will be called within three months from the undertaking's transfer without prejudice to the validity of the incumbent RSU until to the constitution of the new RSU.

Second section: arrangements for the constitution and operation of RSUs

Introduction

The following rules on the unitary trade union representation are based upon regulations set out in the Interconfederal Agreement of 20 December 1993 supplemented by updates represented by the new interconfederal agreements.

The following regulations apply to the procedures for setting up new RSUs and for the renewal of existing ones.

1. Context and initiative for constitution

RSUs can be set up in productive units where more than 15 employees work and at the initiative of the sectoral trade union organisations belonging to the confederations signatory to the Interconfederate Agreement of 28 June 2011, the MoU of 31 May 2013 and this present interconfederal agreement.

For purposes of calculating the number of employees, part-time workers shall be calculated in proportion to their contractual working hours while fixed term workers shall be calculated on the basis of the average monthly employment over the last two years, on the basis of the actual duration of their employment relationships.

The sectoral trade union organisations signatory to the national collective labour agreement applied in the producing unit or the trade union associations with recognised rights to present electoral lists pursuant to point 4, third section, on condition that they have formally undertaken to accept the contents of the Interconfederal Agreement of 28 June 2011, the MoU of 31 May 2013 and this present agreement shall have power of initiative (to constitute a RSU).

The initiative as per the first subsection may be exercised, jointly or separately, by part of the trade union associations as indicated above.

The same initiative, for successive renewals, may be taken also by an existing RSU, where legally constituted.

2. Composition

The establishment of the RSU takes place by an election based on the universal suffrage of workers and a secret ballot between contending lists.

In the definition of the electoral bodies, and also for the purpose of distributing seats, the trade union associations shall take account of the categories of manual workers, office staff and middle management as per article 2095 of the Civil Code, especially if there is a significant incidence of one or more of such categories in the employee base of the productive unit, in order to guarantee appropriate representational composition.

As concerns the composition of the lists, appropriate gender representation shall be sought by applying anti-discriminatory laws in a coherent manner.

3. *Number of members*

The number of elected members in RSUs shall be at least:

- a) three members for a RSU established in productive units that employ up to 200 employees;
- b) three members for every 300, or fraction of 300, employees in productive units that employ up to 3000 employees;
- c) three members for every 500, or a fraction of 500, employees in productive units employing greater numbers, in addition to the number as per the preceding letter b).

4. *Rights, leaves of work, trade union freedoms, safeguards and operating arrangements*

The members of RSUs shall acquire the rights, leaves of work, trade union freedoms and safeguards held by the members of plant-level union structures (*hereinafter RSAs*), pursuant to the provisions under section three of law 300/1970.

Conditions of better treatment enjoyed by a previous trade union body in application of national collective labour agreements or plant-level collective agreements as concerns the number of members of the RSA, rights, leaves of work and trade union freedoms shall remain.

At the new structures bargaining shall, in compliance with the principle of cost invariance, commence to harmonise individual contractual categories, including any dues to be transferred to the members of the RSU.

On this occasion, and again in compliance with the foregoing agreed principles, the parties shall first of all find solutions whereby the single conditions of better treatment shall enable the trade union organisations with which they were originally agreed, to retain specific bargaining functions.

The following rights shall remain with and continue to be exercised by the sectoral trade union organisations signatory to the national collective labour agreement applying to the productive unit:

- a) the right to call, singularly or jointly, a meeting of workers during the hours of work for three of the 10 annual remunerated hours, to which each worker is entitled pursuant to article 20 of law 300/1970;
- b) the right to unpaid leave pursuant to article 24 law 300/1970;
- c) the right to post notices pursuant to article 25 of law 300/1970;

5. *Harmonisation clause*

RSUs shall succeed to the RSAs and their officers as concerns the legitimacy of their powers and the functions they are lawfully entitled to exercise.

6. *Duration and replacement of office*

The members of the RSU shall remain in office for three-years and thereafter their term of office shall automatically expire. In the event of resignation, a member shall be replaced by the first non-elected candidate on his or her list.

If resignations and subsequent replacements of members of RSUs involve more than 50% of all members, the validity of the RSU shall lapse and it must be re-elected on the basis of the procedures set forth in this agreement.

A change in trade union allegiance by one of the members of the RSU shall determine his or her lapse of office and his or her replacement with the first of the non-elected candidates on the list with which the outgoing member was originally associated.

7. *Decisions*

Decisions on matters falling within the remit of RSUs are taken by a majority vote, in accordance with the provisions of the third part of this agreement, implementing the contents of the interconfederal agreement of 28 June 2011.

RSUs set up in multi-site productive establishments can set up coordination bodies or procedures and directly fix their powers and responsibilities.

8. Grandfather clause

Sectoral trade union organisations belonging to the confederations signatory to the Interconfederal Agreement of 28 June 2011, the MoU of 31 May 2013 and this present interconfederal agreement or those which, otherwise, comply with the regulations contained therein by participating in the RSU election procedure, formally and expressly waive the right to set up a RSA pursuant to article 19 of law 20 May 1970, no. 300.

In particular, the sectoral trade union organisations belonging to the confederations signatory to the Interconfederal Agreement of 28 June 2011, the MoU of 31 May 2013 and this present interconfederal agreement, or those that otherwise comply with it, undertake not to set up a RSA in places where RSUs have been or are being constituted.

Transition from a RSA to a RSU can only take place if defined in a uniform manner by the trade union organisations belonging to the Confederations signatory to the MoU of 31 May 2013.

Third section: RSU election regulations

1. Arrangements for holding elections

At least three months before the expiry of the RSU's term of office, the trade associations as per point 1, second section, of this agreement jointly or separately, or the outgoing RSU, shall arrange for new elections by posting notices on the notice board provided by the company to the RSU or by informing the company management. The term for the presentation of the lists is 15 days from the publication date of the foregoing notice, while the precise time of expiry shall be understood to be midnight of the 15th day.

2. Quorum for validating the elections

The trade union organisations stipulating this agreement shall facilitate the fullest possible participation of workers in electoral operations.

Elections shall be deemed valid when more than one half of the workers entitled to vote participate in the voting.

In the event of a non-quorate election, the Electoral Committee and the trade union organisations operating inside the company shall take the necessary decisions regarding the validity of the election in relation to the situation determined in the producing unit.

3 Active and passive electorates

All apprentices, manual workers, office staff and middle managers working at the productive unit at the date of elections, except those hired on trial, shall have the right to vote. The right to vote is also given to workers with fixed time contracts working at the unit when the voting takes place.

Without prejudice to the eligibility of manual workers, office staff and middle managers working at the productive unit and not subject to a trial period, who are candidates in the lists as per the following point 4, in the event that sectoral bargaining has still not defined - in accordance with the Agreement of 20 December 1993 - the question of the electoral rights of the passive electorate of workers without an indefinite employment, this must be done forthwith.

4. Submitting the lists

Electoral lists can compete in RSU elections when submitted by:

- a) sectoral trade union organisations affiliated to confederations signatory to this agreement or sectoral trade union organisations signatory to the national collective labour agreement applying to the productive unit;
- b) formerly constituted trade union associations with the own Articles and Memorandum of Association on condition that:
 - 1) they expressly, formerly and integrally accept the contents of this agreement, the Interconfederal Agreement of 28 June 2011 and the MoU of 31 May 2013;

- 2) the list is accompanied by a number of signatures of employees of the productive unit representing 5% of the workers eligible to vote in companies of over 60 employees. In companies of between 16 to 59 employees the signatures of at least three workers must accompany the list.

Neither the persons filing the list nor members of the Electoral Committee can be candidates.

A candidate can only appear on only one list. In the event that, notwithstanding the prohibition indicated in the foregoing subsection, a candidate appears on more than one list, the Electoral Committee as per point 5, after the expiry of the term for filing the lists and before affixing the lists as per point 7, shall request the worker in question to opt for just one of such lists.

The number of candidates for each list cannot exceed $\frac{2}{3}$ of the number of members of the RSU to be elected in the constituency.

5. Electoral Committee

In order to ensure that balloting is conducted in an orderly and correct manner, an Electoral Committee shall be instituted in each single productive unit.

As concerns the composition of the Electoral Committee, each organisation eligible to file lists can designate an employee from the productive unit as a member, and who obviously cannot be a candidate.

6. Tasks of the Electoral Committee

The Electoral Committee is tasked to:

- a) receive the lists submitted to it and, only after their final submission, may all objections concerning their compliance be referred to the requisites laid down under this agreement;
- b) ascertain the regular submission of the lists;
- c) set up polling stations and supervise the voting, which must take place without interrupting everyday company activities;

- d) guarantee the correctness of the counting operations;
- e) examine and decide upon any claims put forward within the terms of this agreement;
- f) announce the results of the elections, and notify them to all the subjects concerned, including the trade union associations that submitted the lists.

7. Posting notices

The list of candidates must be brought to the attention of workers by the Electoral Committee by affixing such lists onto the notice board as per point 1, at least eight days before the date fixed for the elections.

8. Scrutinisers

The persons presenting each list are entitled to designate one scrutiniser for each polling station chosen from workers eligible to vote who are not candidates.

The designation of the scrutinisers must be carried out no later than 24 hours before voting takes place.

9. Secrecy of the ballot

Voting is secret and direct during the elections and may not be expressed through intermediaries.

10. Ballot papers

Voting shall take place with a single ballot paper on which all the lists are set out in order of the time and date of filing and each shall be given equal prominence.

In the event that lists are submitted simultaneously, the order of precedence shall be selected at random.

The ballot sheets must be signed by at least two members of the polling station. This preparation and the voting must take place in a manner such as to guarantee the secrecy and the regularity of the vote.

A ballot sheet must be consigned to each elector at the time of voting by the president of the polling station.

A vote expressed in favour of a list must be made by placing a cross on the list's name.

A vote shall be nullified if the ballot paper is not the officially designated form or if traces of writing or similar identifying signs are found upon it.

11. *Preferences*

An elector can express a preference for only one candidate on the list for which he or she votes.

A preferential vote shall be cast by placing a cross next to the name of a candidate, or by writing the candidate's name in the space provided for this purpose on the ballot paper.

An indication of more than one preference expressed on the same ballot paper shall have the value of merely a vote cast in favour of the list, even if no vote is expressed for the list as such. A vote cast for more than one list, or indicating more than one preference on different lists shall entail the annulment of the ballot paper.

In the event of a vote cast for one list but with preferences indicated for candidates from other lists, only the vote cast for the list shall be considered while the preference votes shall be disregarded.

12. *Voting procedure*

The place and date of voting shall be decided by the Electoral Committee, subject to agreement with the company management, in such a way as to enable all eligible voters to cast a vote but without compromising production requirements. Whenever the location of the production plants or the number of voters may make it necessary, more than one voting station can be introduced but in such a way as to avoid excessive fragmentation and fully maintain the secrecy of the ballot.

In companies having more than one productive unit, voting shall usually take place simultaneously.

The place and date for voting shall be made known to all workers by means of a notice affixed to the noticeboard on the company premises at least eight days before the day fixed for voting.

13. The composition of the polling station

The polling station is made up of the scrutinisers as per point eight, third part, of this agreement and a president appointed by the Electoral Committee.

14. Polling station equipment

The Electoral Committee shall ensure that every polling station has a ballot box appropriate for regular voting, which shall be closed and sealed until it is officially opened for the count.

In addition the polling station has to prepare a complete list of the voters eligible to vote at that polling station.

15. Identifying voters

In order to be allowed to vote, voters must exhibit a personal identity document to the president of the voting station. In the absence of a personal identity document, voters may be identified by at least two of the scrutinisers at the polling station. However this circumstance must be stated in the report drawn up on the electoral operations.

16. President's tasks

The president shall request the voter to sign the electoral list as per the preceding point 14, next to his or her name.

17. Counting operations

Counting operations shall commence immediately after the voting operations have concluded in all the polling stations in the productive unit.

At the conclusion of the count, a report on the counting operations drawn up by the president of the polling station, and recording any objections, shall be submitted – together with the voting material (ballot papers, lists, etc.) – to the Electoral

Committee, which in the event of there being more one polling station, shall reckon up the electoral data and set out the results in its report.

At the conclusion of the operations as per the foregoing subsection, the Electoral Committee shall place all the material (excluding the reports) returned from the polling stations in a sealed envelope, which, after the definitive ratification of the RSU, shall be stored in accordance with the agreements reached between the Electoral Committee and the company management and in such a manner as to guarantee its integrity for a period of at least three months. Subsequently, the material will be destroyed in the presence of a representative of the Electoral Committee and a representative of the company management.

18. Allocating seats

For purposes of electing RSU members, the number of seats shall be allocated proportionally, using the largest remainder method on the basis of the votes accruing to individual competing lists.

In the context of lists obtaining a sufficient number of votes to be awarded seats, the members shall be chosen in descending order of the number of preferential votes cast for individual candidates, and in the event of tied preference votes, on the basis of a candidate's ranking in a list.

19. Appeals to the Electoral Committee

The Electoral Committee, on the basis of the counting operations, shall allocate the seats and draw up a report on the operations, signed by all the members of the Committee.

After five days from the notification of the results of the counting operations without any appeals being lodged by the parties involved, as attested to in the foregoing report, the allocation of seats as per the first subsection shall be deemed confirmed. The Electoral Committee's report shall be subsequently transmitted to the Provincial Committee of Supervisors (or such other similar body set up for the purpose of scrutinizing the electoral results).

However, whenever appeals are lodged within the foregoing term, the Committee must examine them within the following 48 hours, and record its decision in the its report.

The Electoral Committee must send a copy of this report and of the reports from the polling stations to each representative of the trade union associations that submitted electoral lists within 48 hours from the conclusion of the operations indicated in the preceding subsection. Similarly, and within the same term, and using sign-for registered letter or certified electronic mail the Electoral Committee shall also transmit the foregoing documents to the Provincial Committee of Supervisors (or such other similar body constituted for this purpose) and to the territorial industrial association, which, in its turn, shall immediately notify the company.

20. The Provincial Committee of Supervisors (or such other similar body constituted for this purpose)

An appeal can be placed with the Provincial Committee of Supervisors (or such other similar body set up for this purpose) against the decisions of the Electoral Committee within 10 days. At the provincial level, this committee is made up of a member designated by each of the trade union organisations submitting lists, and interested in the appeal, together with a representative of the pertinent local industrial association, and is chaired by the director of the DTL (the territorial labour office, of the Ministry of labour) or by his appointee.

The committee shall make a ruling within a peremptory term of 10 days.

21. Communicating the appointment of RSU members

When all appeals, if any, have been dealt with, the appointment of the members of the RSU shall be communicated in writing to the company management by the local entrepreneurial organisation with which the company is affiliated, which shall, in its turn, have been apprised of these results by the respective trade union organisations to which the members elected belong.

22. Tasks to be fulfilled by the company management

The company management shall make a list of the employers available to vote in the single producing unit available to the Electoral Committee and anything else necessary to permit the electoral operations to be performed correctly.

THIRD PART:

THE TITLE TO AND LEGAL FORCE OF NATIONAL COLLECTIVE BARGAINING WITH SECTORAL AND PLANT REFERENCE

The national collective labour agreement serves the function of guaranteeing certainty in the economic and regulatory treatment common to all workers in a given economic sector wherever they may be employed within the national territory.

The federations of trade union organisations signatory to this agreement and to the Interconfederal Agreement of 28 June 2011, and the MoU of 31 May 2013, which, within the framework of the application of the national collective labour agreement, have a representativeness of no less than 5%, as determined by the average as between the membership data (percentage of certified members) and the electoral data (percentage of votes obtained of all votes cast) as determined by the weighting carried out by Cnel, may participate in national collective bargaining.

Having due regard to the freedom and autonomy of each trade union organisation, the sectoral federations – for every single national collective labour agreement – shall determine the bargaining platform and delegation and its associated powers on the basis of their own regulations.

In this context, and in conformity to the rules defined by this agreement, the trade union organisations shall prefer, for each industrial sector, the presentation of unitary platforms.

For purposes of recognising the trade union rights laid down by law, pursuant to article 19 and seq. of law 20 May 1970, no. 300, the participants in the bargaining process shall be understood as the organisations that have reached a 5% representation according to the criteria laid down in this agreement, and which

have participated in the bargaining by having contributed to the definition of the platform and have been part of the delegation negotiating the latest renewal of the national collective labour agreement, defined in accordance with the rules of this agreement.

Without prejudice to the provisions of the second paragraph, in the absence of a unitary platform, the employers shall prefer, for each sector, that bargaining proceed on the basis of the platform presented by the trade union organisations whose overall level of representativeness in the sector is at least 50% + 1.

The national collective labour agreements formally signed by the trade union organisations that represent at least 50% + 1 of represented workers, as determined above, and subject to certified ratification by the workers on the basis of a simple majority vote – whose arrangements shall be laid down by the sectoral organisations for each single contract – shall have legal force and enforceability. The formal signing of the agreement, as described above, shall constitute an act binding upon both parties.

The observance of the procedures as defined above, shall entail that agreements reached in this manner shall take effect and be enforceable for all workers as well as fully enforceable for all organisations belonging to the parties signatory to this agreement.

Consequently the signatory parties and the respective federations shall undertake to apply the agreements hereby reached in full, and not to promote initiatives in contrast to them.

Plant-level bargaining shall be performed for delegated matters and with the procedures laid down by the national collective labour contract for sectoral bargaining or by the law.

Plant level collective agreements on economic and regulatory matters shall have legal force and enforceability for all employed personnel and be binding upon all trade union associations, as structures of the trade union confederations signatory to the Interconfederal Agreement of 28 June 2011, the MoU of 31 May 2013 and this present agreement, or upon those that have, however, formally

accepted such agreements in force within the company, if the latter agreements are approved by a majority of the members of the RSU elected according to the interconfederal regulations agreed to under this agreement.

In the case of RSAs set up pursuant to article 19 of law 300/70, the foregoing plant-level collective agreements shall be equally valid if approved by the company trade union representatives constituted within the context of the trade union associations that, singularly or jointly with other organisations, possess a majority of the check-offs referring to the trade union dues conferred by workers to the company in the year prior to the year in which the agreement was reached, as recognised and communicated in the manner indicated by this agreement. In order to guarantee similar functionality to forms of workplace representation for workers, as provided for by RSUs, so the RSAs as per article 19 of law 20 of May 1970, no. 300, whenever present, shall also remain in office for three years. In addition, plant-level collective contracts approved by RSAs with the foregoing procedures must be ratified by a vote of the workers concerned in an election organised by the RSAs following a request made within 10 days from the conclusion of the contract by at least one trade union organisation affiliated to one of the trade union confederations signatory to this agreement or by at least 30% of the workers employed in the company. In order for the election to be valid, at least 50% + 1 of the workers eligible to vote must participate in the voting. The agreement shall be rejected with a simple majority vote of the participating voters.

Plant-level collective agreements can also address the question of more detailed contractual provisions designed to ensure the capacity to meet the needs of specific local productive contexts. Therefore, plant-level collective agreements can also incorporate specific agreements, including those with an experimental and temporary character, that modify the regulations contained in the national collective labour agreements but within the limits and with the procedures laid down in the national collective labour agreements themselves. Wherever no provision is made for such procedures, and pending contractual renewals to define the subject matter of a national collective agreement to be applied in companies, plant-level collective agreements reached between trade union representatives bodies operating in concert with the territorial sectoral trade union

organisations affiliated to the trade union confederations signatory to this interconfederal agreement or that have, however, formally accepted these agreements, can, in order to manage crisis situations or in the event of there being significant investments such as to favour the economic and employment conditions of a company, reach amending agreements as concerns the contractual categories of the national collective agreement governing working performance and the hours and organization of work. Amending agreements as described above shall be deemed to comply with the criterion of general legal effect as regulated in this agreement.

PART FOUR: PROVISIONS GOVERNING COOLING OFF CLAUSES AND PROCEDURES, AND CLAUSES ON THE CONSEQUENCES OF BREACHING AGREEMENTS

The signatory parties to the Interconfederal Agreement of 28 June 2011, the MoU of 31 May 2013 or this present agreement agree upon the need to define provisions aimed at preventing and sanctioning adversarial actions of any kind designed to compromise the regular performance of the bargaining processes as regulated by the current interconfederal agreements as well as the enforceability and legal force of collective agreements stipulated in observance of the principles procedures contained in the foregoing agreements.

Consequently, national collective agreements, with sectoral level reference, executed pursuant to the conditions indicated in the MoU of 31 May 2013 and this agreement, shall define cooling-off clauses and/or procedures designed to guarantee, for all the parties concerned, the enforceability of all commitments entered into under the national collective contract with sectoral reference and to prevent conflict.

The national collective labour agreements in question should, furthermore, entail levying sanctions for any acts or omissions that impede the enforceability of the national collective agreements with sectoral reference stipulated in conformity to this agreement.

The provisions defined by national collective labour agreements for the sole purpose of safeguarding the observance of the rules agreed upon in the

agreement of 28 June 2011, the MoU of 31 May 2013 and this agreement, shall govern the behaviour of all the signatory parties and make provision for levying sanctions, including sanctions with pecuniary effects, as also sanctions that entail the temporary suspension of trade union rights in bargaining procedures and every other function deriving from this agreement.

Plant-level collective agreements, approved at the conditions laid down and regulated under the third part of this agreement, defining industrial peace clauses as well as sanctions, and which aim at guaranteeing the enforceability of the commitments entered into under collective bargaining, shall be binding not only upon the employer but also upon all the trade union representatives of the workers and also upon the trade union associations belonging to the trade union confederations signatory to this agreement, or, organisations that have formally adhered thereto, but not upon individual workers.

FINAL AND TRANSITIONAL CLAUSES:

The parties signatory to this agreement undertake to ensure that the regulations agreed to herein shall be complied with, and also undertake that the respective sectoral organisations affiliated to them and their respective territorial and plant level structures, shall comply with all the provisions of this agreement.

As a transitional measure and pending the renewal of the national contracts for the definition of the subject matter regulated by the fourth part of this agreement, the signatory parties agree that any conduct not in line with the agreements shall be the subject matter of arbitration procedure conducted at confederal level.

For this purpose the sectoral organisations belonging to one of the confederations signatory to this agreement, or which have formally accepted this agreement, are required to request that their respective confederations establish an arbitration and conciliation panel, jointly comprising one representative from each of confederal trade union organisations concerned and an equal number of representatives of Confindustria together with an additional member to act as president, who within 30 days shall be appointed jointly by the other representatives, or in the absence of any agreement, on the basis of a random

choice from a list of experts on the subject matter, jointly drawn up by the signatory parties to this agreement.

The decision of the foregoing panel, which must be taken within 10 days from its institution, must also make provision for measures to be taken against trade union organisations and employers in the event of failure to comply with the undertakings entered into under this agreement and, in particular, with the undertaking to have the contents of this agreement complied with, at all levels, by their respective subordinate structures.

In addition, the parties signatory to this agreement shall also set up a standing interconfederal committee for the purpose of promoting and monitoring the agreement's implementation and shall also guarantee its enforceability.

The committee shall be made up of six members who are experts in labour law and industrial relations jointly designated by Confindustria and the three most representative trade union organisations at the time of the committee's institution. A seventh member of the interconfederal committee to act as president shall be chosen from a list of experts on the subject matter jointly drawn up by the foregoing members. The committee shall be able to avail itself of the consultancy experts. The members shall not be entitled to any indemnity.

The committee is appointed for the three-year period and its members can be reappointed only once.

Without prejudice to the clauses that govern the enforceability of the single national collective agreements with sectoral reference, the interconfederal committee shall, on the basis of its own regulations, to be defined within three months from the stipulation of this agreement, define the procedures necessary for its operation and its powers of intervention so as to guarantee the enforceability of the contents of this agreement, including recourse to arbitration judgment to settle every controversy.

The interconfederal committee shall make provision for the autonomous management of the costs necessary for its operation, within the limits of the

allocations provided for from a fund a specially instituted for this purpose by the signatory parties of this agreement.

This agreement shall be subject to termination and rescission by the signatory parties by giving four months' notice.

Rome, 10 January 2014

CONFINDUSTRIA

(signed – illegible)

(signed – illegible)

CGIL (signed – illegible)

CISL (signed – illegible)

UIL (signed – illegible)