

NATIONAL LABOUR CONTRACT FOR DOMESTIC EMPLOYMENT

13th February 2007

From 1st march 2007 until 28th February 2011

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Art.1 – APPLICATION

this national labour contract, drew up between:

- Fidaldo, Italian federation of domestic employer, follower of confedilizia, formed by nuova collaborazione, assindatcolf, Associazione Datori di Lavoro di Collaboratori Domestici, Associazione Datori Lavoro Domestico,

- Domina, Associazione nazionale datori di lavoro domestico follower of Federcasalinghe

On one side

Federcolf, Filcams-Cgil, Fisascat-Cisl, Uiltucs-Uil on the other side

It regulates the domestic employment, on the whole Italian National territory.

1. This contract regards non-Italian or stateless paid employees, who care about structured family life, with a special attention to fundamental aspects of work relationship.
2. Law n.304 of 18th may of 1973 is still valid.

Art.2 – INSEPARABILE RULES

Rules of this National labour contract are inseparable and correlative, neither combinable with other contracts. They are considered better than all previous national labour contract.

Art. 3 – BETTER CONDITIONS

Any other better conditions will be considered “ad personam”

Art.4 - WORKING DOCUMENTS

The national labour contract establishes that, in order to be hired, the worker must give to the employer all the necessary documents required under the laws currently in force. They are: insurance and welfare documents, valid health documents, valid personal identity document, diploma and specific professional certificate. If the employee has different employers, one of them will keep documents above mentioned, issuing a regular receipt. Non-community worker can be employee only if owner of a valid resident permit for salaried job.

Art.5 - EMPLOYMENT

Worker employment is made in accordance with law.

Art. 6 – PERSONAL LABOUR CONTRACT (LETTER OF ENGAGEMENT)

The national contract states that an employment contract (letter of engagement) must be signed and exchanged by the two parties which must indicate:

- a) starting date of employment;
- b) job category and seniority in this category,
- c) duration of the trial period;
- d) live-in or not, total or partial;
- e) permanent address of the worker, as well as the domicile if different, which is valid for the purposes of hiring;
- f) number and distribution of working hours;
- g) working clothes, provided by employer;
- h) day off per week in addition to Sunday;
- i) hourly or monthly wages agreed on;
- j) indication of the workplace and statement of any temporary moves for holidays or other family reasons;
- k) period of annual holiday;
- l) indication of adequate space where the worker can store his/her personal effects.

Article 7 - FIXED TERM CONTRACTS

The national labour contract for domestic workers authorises hiring on written fixed term contracts, with letter of engagement exchanged by the parties (see Law no. 230 30/4/62 and Law no. 56 28/2/87), in the following cases:

- for performing a defined or predetermined service over time, even if the service is repetitive
- to take the place, including partially, of workers who have obtained leave of absence for family reasons, including the need to rejoin the family resident abroad
- to take the place of sick, injured or pregnant workers or workers taking advantage of the rights of the law on the protection of minors and the handicapped
- to take care of not self-sufficient people in hospitals, nursing homes, healthcare, residential facilities and rest homes.

However, the overall duration of fixed term contracts shall not exceed three years, including any possible extensions.

To deal with these requirements, employers can also apply to temporary work agencies operating in line with the provisions of the law.

A written contract is not required if services are occasional and less than twelve days.

Art. 8 - SHARED WORK

The national labour contract provides for the possibility to hire two workers, who might decide to share their work and who shall, however, be individually and directly held responsible for their performance.

The share work contract shall be entered into in writing. The employment contract shall specify the amount of monthly pay and the provisions applying to each of them in pursuance of this collective labour contract; the distribution of daily, weekly, monthly or yearly work between the two workers and working hours.

The two workers shall have the faculty to arrange replacements, if necessary. Due payments shall then be recalculated based on the actual working hours.

It is prohibited to allow third parties to take the appointed workers' place.

Resignation or dismissal of one of the two workers shall automatically imply the termination of employment for the other one; as an exception, the worker who would like to remain working for the same employer may ask to work full-time or recommend somebody with whom to share his/her work, provided that the said choice is confirmed by the employer.

Art. 9 - LEAVE OF ABSENCE FOR VOCATIONAL TRAINING

The national contract establishes that full-time workers, who have worked for the same employer for at least 12 months, have the right to use an annual total of 40 hours of paid leave to attend specific vocational training courses for family collaborators or domestic helps.

Art.10 – JOB CLASSIFICATION

Workers are classified in 4 levels, with two wage levels, the higher is called “super”.

LEVEL A

generic householder not employed in people care, without professional experience or with a less than 12 months one (working also with different employers), worker with an adequate experience, who perform their executive job under his employer control.

- a) DOMESTIC HELP with an experience of less than 12 months, not employed in people care. He carries out his functions as training. After 12 months he becomes a level B worker.
- b) CLEANING WORKER: he carries out his functions in house cleaning
- c) LAUNDRY WORKER: he carries out his functions concerning laundry
- d) COOK ASSISTANT: he helps the cook
- e) STABLE BOY: he cleans stables and takes care of horses
- f) PET ASSISTANT: He takes care of pet
- g) GARDEN WORKER: cleaning and watering of gardens
- h) ORDINARY WORKER: manual functions for great cleaning and maintenance staff.

LEVEL A SUPER

- a) COMPANION: he keeps independent people company, without making any manual functions
- b) BABY-SITTER : he occasionally watches babies when their parents are out, without care services

LEVEL B

workers with experience who carry out with abilities their executive duties.

- a) GENERIC MULTI-PURPOSE DOMESTIC HELP: he cares about family life, house cleaning and tidiness, cooking, laundry, pet assistant and other functions;
- b) PRIVATE HOUSE CONCIERGE: he watches employer's home and places near it.
- c) SERVANT: he cares about table and bedrooms;
- d) GARDENER: maintenance and care of gardens
- e) SKILLED WORKER: complex maintenance
- f) DRIVER: maintenance, cleaning and driving of motor vehicles to transport family people and things.

- g) **TIDING ROOM AND BREAKFAST SERVICES:** the same as Generic multi-purpose domestic help, moreover he cares about breakfast services and bedrooms of employer's guests.

LEVEL B SUPER

INDIPENDENT PEOPLE ASSISTANT: he cares about independent old people or children, including, if required, cooking and house cleaning where they live.

LEVEL C

skilled domestic help (with theory and technical experience) who carries out his duties with autonomy and responsibility.

COOK: he cares about preparing meals and buying food.

LEVEL C SUPER

NON SELF-SUFFICIENT PEOPLE ASSISTANT: he cares about non self-sufficient old people or children, including, if required, cooking and house cleaning where they live.

LEVEL D

House worker with professional skills to carry out duties with responsibility, decision-making independence and coordination.

- a) **FAMILY GOODS ADMINISTRATOR:** he cares about family goods administration
- b) **BUTLER:** he cares about coordination and management of services for family life.
- c) **HOUSEKEEPER:** she coordinates rooms waiters, laundry and wardrobe activities.
- d) **CHIEF COOK :** management and coordination of cooking and larder activities.
- e) **CHIEF GARDENER:** management and coordination of gardens activities.
- f) **TUTOR:** education of family components.

LEVEL D SUPER

SKILLED NON SELF-SUFFICIENT PEOPLE ASSISTANT: he cares about non self-sufficient people, including, if required, household activities.

HOUSE MANAGER: management and coordination of house activities

NOTES

1. Multiple functions worker has right to be classified in the level of his main functions.
2. Self-sufficient person. A person that is able to take care of himself.
3. Professional training is obtained by specific certificate from Italian or foreign acknowledged schools or training courses of at least, 500 hours.

Art. 11 - OCCASIONAL NIGHT-TIME PERSONAL CARE SERVICES

Workers with no nursing skills who are explicitly hired for occasional night-time personal care services, classified into the following levels: B super, C super, D super.

Employment shall be regulated by a written contract exchanged by the parties, which should also specify starting and ending time of the occasional personal care services. The latter shall be provided between 8 p.m. and 8 a.m. The amount due is specified in table D, including dinner, breakfast and a suitable accommodation for the night.

These workers shall be entitled to eleven consecutive hours off every twenty-four hours.

Art.12 - ATTENDANCE SERVICES

Workers exclusively hired for night-time attendance.

Service shall be provided between 9 p.m. and 8 a.m., provided that workers are guaranteed full night rest in a suitable accommodation. The amount due is specified in table C. Should the employer ask for services other than mere attendance, these shall be paid in addition and according to table B (2nd category) per each hour of work.

Employment shall be regulated by a written contract exchanged by the parties.

Art.13. – TRIAL PERIOD

Workers can have a trial period with regular wage of 30 days for level d and d super and of 8 days for all the other levels.

If trial period ends without notice, the contract is considered as automatically confirmed. Services of trial period are considered as effective job.

During trial period, parties can always end the contract, without notice; workers have the right of wage for their effective job days

Art. 14 - DAILY AND WEEKLY TIME OFF

36 hours per week of time off are allowed: 24 hours must be taken on Sunday, while the remaining 12 hours can be taken by agreement on any other day of the week. If work is performed on the weekly half-day off it is paid at the normal hourly rate of pay plus 40%.

If a worker is asked to work on Sunday, the worker is granted an equal number of unpaid hours on the day immediately after and the hours worked must be paid at the normal hourly rate of pay plus 60%.

In addition, if the worker is a member of a religious faith that does not celebrate the Sabbath on Sunday, the parties must agree to replace Sunday with another day, to all contractual effects; failing an agreement, the paragraphs above shall apply in full.

Art.15 - WORKING HOURS

The national labour contract states that the normal working hours are to be agreed by the parties, but with a maximum of:

- 10 non-consecutive hours per day for a total of 54 hours per week for live-in staff;
- 8 non-consecutive hours per day for a total of 40 hours per week for workers who do not live in (distributed over 5 or 6 days).

Workers who provide their services for six hours a day or more shall be entitled to a meal, or failing that, to an allowance equivalent to its agreed value. The time required to eat meals is not reckoned as working hours.

Live-in staff are entitled to at least 11 consecutive hours of daily time off and to an unpaid midweek afternoon rest of at least two hours. Personal care and services, excluding duties, shall take place after work. The time required to eat meals while on duty shall be agreed by the parties and shall not be paid.

Live-in staff classified into levels C, B and B super, as well as students 16 to 40 who are attending courses to obtain a school-leaving certificate recognised by the State, can be hired as live-in staff for a maximum of 30 weekly hours; their working hours shall be distributed as follows:

- a) from 6 a.m. to 2 p.m.;

b) from 2 p.m. to 10 p.m.;

c) or for a maximum of 10 non-consecutive hours a day for no more than three days a week.

The amount due is specified in table B, regardless of working hours below 30 hours a week.

If overtime is required:

_ within working hours, domestic workers shall be entitled to an hourly pay for any additional hour of work,

_ outside working hours, domestic workers shall be entitled to an hourly pay for any additional hour plus a mark-up for overtime work (article 16).

Art. 16 - NIGHT AND OVERTIME WORK

The national labour contract classifies all work carried out between 10 p.m. and 6 a.m. as night work, excluding night-time personal care services or night-time attendance services.

If ordinary, night work is paid at the usual hourly rate plus 20%; if extraordinary because the service is provided outside usual working hours, it is paid at usual hourly rate plus 50%.

Under the national labour contract, a worker can be asked to work past the working hours established, both during the day and at night – save in the case in which the worker has justified reasons not to do so.

Overtime work is defined as work in excess of the daily weekly maximum working hours established by paragraph 1 of article 17, except for agreed overtime to recoup any missed hours of work, and must be paid by specific additions to the normal hourly pay:

- plus 25% for work between 6 a.m. and 10 p.m.

- plus 50% for work between 10 p.m. and 6 a.m.

- plus 60% for work on Sunday or another public holiday specified under article 19.

Requests for overtime working must be made with at least 24 hours' notice, except for emergencies or sudden unforeseeable needs. In addition, services provided during daytime and night-time rest periods are considered normal in cases of emergency and entitle the worker solely to an extension of the rest period.

Art. 17 - NATIONAL AND MIDWEEK HOLIDAYS

The following holidays are provided for by law:

1st January,
6th January,
Easter Monday,
25th April,
1st May,
2nd June,
15th August,
1st November,
8th December,
25th and 26th December,
the Patron Saint's day.

These days are to be considered as paid holidays. If asked to work, domestic workers shall be entitled to a 60% increase, which shall add to their agreed pay.

Art. 18 - HOLIDAYS

According to the national contract, regardless of the duration of the working hours, workers have the right to a holiday period of 26 working days after a year of service with the same employer. During the holiday period, the worker is entitled to be paid 1/26th of his/her normal monthly pay. Non-Italian workers who need to have a longer period of holiday to return to their own countries on a temporary basis, can, by agreement with the employer, accumulate their holiday entitlement for a maximum of two years.

Live-in workers have also the right to a holiday period; should they decide to renounce their right, they will be entitled to a prearranged conventional pay per each day.

For example:

Contract signed on 1st January 1996 and terminated on 30th June 1996 (6 months) 26 days a year times 6/12ths = 13 days

monthly pay €600

€ 600 : 26 (working days) = €23.076 (daily pay) +

4.467(agreed bed and board allowance)

total €27.54 x 13 days =€358.07

art. 19 - NON WORKING DAYS

If employer requires an interruption of working days that is not provided in the job contract, he must pay to worker all contributions and payments, including foods and board.

Art.20 – LEAVE OF ABSENCE

Workers are entitled to the following paid individual leaves of absence for documented medical examinations (even those that only partially coincide with working hours):

live-in workers: 16 hours per year

non live-in workers who work at least 30 hours per week: 12 hours per year (for those who work fewer than 30 hours per week, the 12 hours must be divided in proportion to the hours effectively worked).

Unpaid leaves of absence may also be used.

Workers have the right to paid leave of absence equal to 3 working days in the case of proven accidents to family members or relatives up to the 2nd degree.

Men are allowed 2 days paid leave if a child is born.

Unpaid leaves don't provide for bed and board.

Art.21 – JUSTIFICATION OF ABSENCE

Absence must be justified to employer. For sick leaves see art. 26, for accident leave see art.27.

If leaves are not justified within 5 days, they could be dismissal reason. Letter of objection and dismissal will be sent to the address indicated on the work contract

Art.22 – STUDYING

Employer could favour attendance for compulsory or professional schools of workers, who must monthly give him a certificate of attendance.

Working hours coinciding with school hours are not paid.

Art.23 - MARRIAGE LEAVE

In the event of marriage, the national contract provides for paid leave of 15 calendar

days.

Art. 24 - MATERNITY LEAVE

The national contract establishes a ban on allowing women to work in the 2 months prior to the presumed date of the birth (without prejudice to any earlier dates contained in the law), for the period between said date and the presumed date of the birth, during the three months following the period. These periods are included to all effects and purposes in the calculation of service seniority. In addition, the contract establishes a ban on the dismissal of the worker (except for just cause) from the beginning of the pregnancy – if this occurs during the employment relationship – up to the period of obligatory abstention from work.

Art.25- JUVENILE JOB

Under 16 people can't be employed.

Juvenile job is admitted if it respect all health rules and compulsory education.

Night work is prohibited.

For live-in minor worker, employer must have a formal consent of parents and he must care about him to respect his physic, moral and professional status.

Art. 26 - SICK LEAVE

In the event of sickness, domestic workers shall be bound to justify their absence by means of regular medical reports, which shall be sent to the employer by registered mail within three days from the event.

Workers – both live-in and not – have the right to keep their jobs for a period of:

- 10 calendar days, for seniority up to 6 months
- 45 calendar days in the year for seniority of 6 months to 2 years
- 180 calendar days in the year for seniority more than 2 years.

SICKNESS BENEFIT

There is then a maximum period of respectively 8, 10 and 15 days for the seniorities listed above, in which the worker has the right to 50% of his/her total normal pay up to the third consecutive day and 100% after the fourth consecutive day.

The bed and board substitutive allowance – for those who are usually entitled to receive it

– shall be due only in the event of sick workers who are not hospitalised or ill in bed at the employer's place.

Art. 27 - ACCIDENTS

Workers shall be bound to justify their absence by means of regular medical reports. Live-in staff shall be entitled to substitutive allowances only if not hospitalised or ill in bed at the employer's place.

RULES FOR KEEPING ONE'S JOB see sickness above

BENEFITS

Since the payments by INAIL (the National Institute for Industrial Accidents) start on the 4th day, employers must pay the total normal pay for the first three days.

Art. 28 – SOCIAL SECURITY

Workers – both live-in or not – must be insured in accordance with the law.

If workers have more than one employer, all of them must respect obligatory workers' insurance.

Art.29 – MILITARY SERVICE

See specific laws.

Art. 30 - MOVES OR TRANSFERS

In the event of moves to another town, the worker shall be informed in writing with at least 15 day's notice.

For the first 15 days, a daily allowance equivalent to 20% of total pay shall be due.

Travelling and transport expenses for the worker and his/her personal effects shall be charged to the employer.

Workers who were not notified in advance and do not accept to move shall be entitled to the compensation in lieu of notice,

Art. 31 - TRAVELLING ALLOWANCES

1. Live-in staff shall be bound to follow their employers or the person they are looking after for any temporary moves to another town and/or holiday homes, without prejudice to their weekly days off.

They shall have right to the reimbursement of travelling expenses and to a daily allowance equivalent to 20% of minimum contractual pay as specified in the enclosed table A for all the days of work away from the usual residence, unless specifically provided for in the letter of engagement.

Art.32 - SALARY

The national labour contract states that the employer and the worker are entitled to negotiated hourly or monthly pay individually (always recommended in writing), without prejudice to a minimum contractual pay.

Worker pay is composed as follow:

1. Minimum contractual pay (see art.33), for level D and D super it includes “function allowance”;
2. Increase of minimum contractual pay by service duration;
3. Compensation value for bed and board;
4. “super minimum” if provided

For contract purposes, the **daily pay** is calculated by dividing the monthly pay by **26**. If the contract is formulated in calendar days, the said amount shall be divided by 30.

Monthly pay is reckoned as follows:

Weekly hours of work x 52 (weeks) : 12 (months) + bed and board allowance, if any.

For contract purposes (13th month’s pay – holidays – severance pay) and to reckon 12ths, any fractions **equivalent or exceeding 15 days** shall be considered as **1 accrual**.

Under request of worker, employer must release a writing declaration about annual payments.

Art. 33 - MINIMUM CONTRACTUAL PAY.

Minimum contractual pay is specified in tables A, B, C and D annexed herewith, whose values are re-valued annually by a National Commission.

Art.34 – BED AND BOARD

In the event of live-in staff, for whom food and board are to be provided, the employer must provide the worker with sufficient and healthy food, a suitable accommodation and respect the worker's personality and personal freedom.

Agreed bed and board values are specified in the enclosed table F and are re-valued annually by a National Commission.

Art.35 - SENIORITY

Every 2 years of service with the same employer, up to a maximum of 7 times, the worker gains the right to a 4% increase in the minimum contractual pay.

Art. 36 – VARIATION OF MINIMUM PAY AND BED AND BOARD VALUE.

Minimum pay and bed and board value are re- valued annually by a national commission, based on ISTAT data about cost of life for employees.

Minimum pay and bed and board value will enter into effect from 1st of January every year.

Art. 37 - 13TH MONTH'S PAY

Both the law and the national labour contract establish the payment of a thirteen month's pay. This is an additional normal month's pay to be paid to the worker by December, on the occasion of Christmas. If the worker has not worked for a full year, the amount is calculated pro rata at one-twelfth of the normal pay for each month worked.

Contract signed on 1st January 1996 and terminated on 30th June 1996 (6 months)

Monthly pay €600

Agreed bed and board allowance €134

Total L. 734 times 6/12ths = €367

Art. 38 - TERMINATION OF EMPLOYMENT

Employment as a domestic worker can be terminated by resignation on the part of the worker or dismissal by the employer. Both parties must, however, comply with the period of

notice established in the national contract. In the event of dismissal, the Civil Code establishes a notice of not less than 15 days or, if seniority is more than five years, 30 days. However, these periods are cut by 50% if the worker resigns.

Lower periods of notice are established for employment relationships of less than 25 hours per week. In this case notice of 8 calendar days is required for up to 2 years of seniority and 15 calendar days for longer seniorities.

Written notices must be sent by registered mail with return receipt (to prevent any disputes with the employer).

Resignation: if the worker does not comply with the notice period, the pay due for any missed day of work shall be deducted from the severance pay or the last salary.

Dismissal: if the employer does not send the notice or does not allow the worker to work, he/she shall have right to receive the pay for all days of work.

Art. 39 - SEVERANCE PAY

Domestic workers who resign or are dismissed are entitled to a severance pay.

It could be calculated on annual payments, with bed and board value: the result must be divided for 13.5.

Annual share is increased of 1.5% for year and of 75% based on the increase of cost of life, by ISTAT data.

Employer could anticipate severance pay, under worker's request, once a year, for 70% maximum of total amount.

Service Seniority before 29th may 1982:

Live-in workers and non live-in workers who work more than 24 hours per week:

Services Before of 1st May 1958:

Employees : 15 days every year of work

Worker: 8 days every year of work

Services between 1st of May 1958 and 21st May 1974:

Employees : 1 month every year of work

Worker: 15 days every year of work

Services between 22nd May 1958 and 28th May 1974:

Employees : 1 month every year of work

Worker: 20 days every year of work

Workers who work at least 24 hours per week:

Services before 22nd May 1974: 8 day every year of work

Services between 22nd May 1974 and 31st December 1978: 10 day every year of work

Services between 1st January 1979 and 31st December 1979: 15 day every year of work

Services between 1st January 1980 and 29th May 1982: 20 day every year of work.

Art. 40 - COMPENSATION FOR DEATH

In case of death of the worker, allowances of notice and severance pay are payable to the spouse, children or, if lived to be paid by the worker, to relatives by 3^o to similar grade and to 2^o in-laws.

The distribution of benefits and severance pay, if there is no agreement among those eligible, it must be in accordance with the law.

In the absence of survivors above, allowances are allocated according to the rules of testamentary succession and legitimate.

Art. 41 - PERMITS UNION

1. The components of territorial executive bodies and national trade union organisations signing this contract, whose office is attributable to special certificate of membership of Auditors, issued at time of appointment, to be submitted to the employer, are entitled to paid for documented participation in the meetings of these bodies, to the extent of working 6 days in the year.

2. Employees wishing to exercise this right must notify the employer 3 days before, presenting the required permit issued by the Trade Unions of belonging.

Art.42 - INTERPRETATION OF CONTRACT

1. The individual and collective disputes that may arise in relation to the employment relationship, regarding the authentic interpretation of the rules of this contract may be delegated to the Commission National Assembly under Article. 44.
2. The Commission will decide within 60 days of receiving the request.

Art. 43 - NATIONAL COMMISSION FOR THE UPGRADE PAY

1. It consists of a National Commission at the Ministry of Labour and Social Policy, composed of representatives of trade unions of workers and associations of employers entered into the present contract.
2. Any trade union organisation of workers and each association of employers appoint its representative in the Commission, acting unanimously.
3. National Commission has the responsibilities set out in Articles. 33, 34 and 36.

Art. 44 - NATIONAL ASSEMBLY COMMISSION

1. At the bilateral body referred to 'art. 46 is a national Joint Commission, composed of one representative from each of representatives of trade unions of workers and equal number of representatives from associations of employers, entered into this contract.
2. The Commission attributed the following tasks, in addition to that shown art. 42:
 - a) express opinions and make suggestions as regards the application of this employment contract and for the functioning of the Boards territorial conciliation;
 - b) to examine instances of Parties for possible identification of new professionals;
 - c) bring the attempt at conciliation for disputes arising between the territorial associations of employers and territorial trade - union organizations of workers, belonging to the National Associations and Organizations, entered into this contract
3. The National Commission will be convened whenever it deems it appropriate or when so required written and reasoned either Party entered into this contract.
4. The Parties undertake to summon the Commission at least 2 times a year, to coincide with meetings of the Commission under Article. 43.

Art. 45 - COMMISSIONS TERRITORIAL CONCILIATION

1. For all individual employment disputes concerning the application of this contract, will be exercised, the first prosecution, and in accordance with the Statute. March 31, 1998, n.80, and its subsequent amendments and supplements, the attempt at conciliation at the

appropriate territorial Conciliation Commission, composed of representative of the union and the Association of employers which, respectively, the worker and the employer give mandate.

2. These joint commissions, provincial or regional, will be competent to bring the attempt at conciliation of disputes individual referred to in Articles . 410 and its subsequent amendments and supplements.

Art. 46 - BILATERAL BODY

1. The body is a bilateral joint body composed as follows: for 50% Fidaldo (currently set up as shown in the epigraph) and Domina, and the other 50%, from Federcolf, Filcams-Cgil, Cisl-Fisascap, Uil-Uil . The components due to Fidaldo are indicated only by Fidaldo.

2. The bilateral national body has the following functions:

1) establishing the observatory, which has the task to carry out analyses and studies in order to seize the distinctive features of different realities in our country. To this end, the observatory will detect:

-- The employment situation of category;

-- The average pay of fact;

-- The level of application of collective bargaining in the territories;

-- The degree of uniformity on the implementation of collective bargaining and legislation to immigrant workers;

-- The pension situation and welfare category;

-- The training needs;

-- The analysis and proposals on security;

2) promotes initiatives at various levels in training and skills, also in collaboration with the Regions and other competent bodies, and information security.

Art. 47 - SICKNESS FUND CAREWORKER

1. The fund disease Careworker provides benefits for repayment of the emoluments of disease.

2. The Parties undertake to define appropriate regulation, by April 30, 2007, timing and mode of performance.

Art. 48 - SUPPLEMENTARY PENSIONS

1. The Parties agree to establish a form of complementary pensions for workers in the

sector, with modalities to be agreed within three months from the conclusion of this contract.

2. For the practical implementation of the provisions of the preceding paragraph Parties agree that the contribution payable by the employer is equal to 1 percent of salary for the calculation of the indemnity provision ratio and the contribution for which the worker is equal to 0,55 per cent of remuneration for the calculation of the indemnity provision report.

Art. 49 - CONTRIBUTIONS ASSISTANCE CONTRACT

1. For the practical implementation of the provisions in Articles. 42.43, 44, 45, 46 and 47 of this contract and the joint operation of the bodies at the service of workers and employers, Organizations and Associations entered into proceed to the collection of contributions for assistance under contract for through an Institute social security or welfare, under the law on June 4, 1973, n. 311, with half a collection of bulletins for payment of compulsory social security contributions or with different modalities agreed between the Parties.

2. They must be payment of contributions referred to in paragraph 1, the employers that their employees, to the extent hourly 0.03 Euros, of which 0.01 to be paid by the worker.

3. The Parties acknowledge that in assessments for setting the cost for contract renewal have been taken into account the impact of contributions in this article, which, consequently, the share borne by the employer nature pay, with effect from July 1, 2007.

Art. 50 - DATE AND DURATION

1. This contract runs from March 1, 2007, subject to the various lapses provided in the contract and will expire on February 28, 2011 and shall remain in force until it has been replaced by the following year.

2. In case of no notice of either party, communicate at least 3 months before the expiry date by registered letter with acknowledgment of receipt, the contract will be automatically renewed for a four.

3. The Parties will meet the deadline of 1 two-year period of validity of this contract to verify the opportunity to make changes.

Clarifications on the record.

1) The calculation of daily wage is achieved by determining $1 / 26$ of monthly salary.

Example: hourly pay for a given number of hours worked per week in $52:12:26 = 1 / 26$ of monthly salary.

2) When the contract is used the expression "calendar days" are considered the thirtieths of

monthly (f.i. disease).

3) When the contract is used the expression "working days" shall consider the monthly twenty-sixth (example: paid).

4) The fractions of a year included a whole months and fractions of months, when they reach or exceed 15 calendar days, included a full month.

5) "total remuneration of fact" means that including the allowance for board and lodging for those who enjoy and limited to items taken.

TABLES OF MINIMUM WAGE.

TABLE A – COHABITANTS WORKERS (monthly values)		
A	550,00	
AS	650,00	
B	700,00	
BS	750,00	
C	800,00	
CS	850,00	
D	1.000,00	+ 150.00 allowance
DS	1.050,00	+ 150.00 allowance
TABLE B - WORKERS IN ARTICLE. 15 - 2 °C. (monthly values)		
B	500,00	
BS	525,00	
C	580,00	

TABLE C - NOT COHABITANTS WORKERS (hourly values)

A	4,00	
AS	4,70	
B	5,00	
BS	5,30	
C	5,60	
CS	5,90	
D	6,80	
DS	7,10	

TABLE D - ASSISTANCE NIGHT (monthly values)

	SELF-SUFFICIENT	NOT SELF-SUFFICIENT
BS	862,50	
CS		977,50
DS		1.207,50

TABLE E – PRESENCE NIGHT (monthly values)

SINGLE LEVEL	577,50	

TABLE F – ALLOWANCE (daily values)

lunch and / or breakfast		1,637
Dinner		1,637
Accomodation		1,416
total		4,69

NOTES:

1. Workers recruited with this contract, will be placed in the new classification on the basis of tasks carried out. These new frameworks will in any event safeguard the economic levels achieved under the previous framework, including future increases relating this framework, including periodic increases.

2. Any surplus paid, however denominated (cheques ad personam, superminimi, etc..) Will be absorbed up to competition in the new minimum tabular. If the total remuneration of workers actually living in place at February 28, 2007 is below the minimum tabular determined by this collective bargaining, due difference will be: how to 50% from March 1, 2007, as the remaining 50% from January 1, 2008.

3. The Parties acknowledge that the new classification of workers is generally more conducive to the same previous year.