



HYPOTHESIS OF PLATFORM FOR THE RENEWAL OF THE NATIONAL METALWORKERS CONTRACT

(The italian text remains the only official reference)

Signed by Fim, Fiom, Uilm on January, the 12th

Industrial Relationships system

(Omissis)

Labour Market

1. In the 1st item, third section – Common discipline (Hiring) - , the following sentence will be added as introduction:

“In the metal sector the normal labour contract is open-ended”.

2. The *1bis* item introduction, third section – Common discipline (atypical labour contracts) - will be written as follows:

“The so called “insertion” contract and the apprenticeship contract will be used as professional and training courses, in the ways parties will agree:

In the metal sector atypical labour contracts are:

- temporary contract;
- provision of temporary workforce contract;
- part-time contract.

Every six month companies will supply detailed information concerning employment levels, labour relationships composition, productive volumes and workforce amount, in order to examine together the conditions for stabilizing temporary contracts. Rsu (Syndicates United Representatives) will be informed in advance about the company's intention to activate other kinds of labour contracts foreseen by law, beyond the ones here defined. In this case a joint examination will be done by parties.”

3. All the temporary contracts, of every kind and durability, cannot reach more than 15% of open-ended employed workers, in every single plant. Temporary contracts are only aimed at facing flexibility company's need which cannot be differently satisfied. The 15% share can be exceeded only after specified agreements between RSU and the management.

The so called mixed contracts, which include a training period (apprenticeship and insertion) and aimed at train and insert open-ended workers, cannot be taken in account in order to compose that percentage.

4. Workers (male and female) hired with 6 month long temporary labour contracts and recruited as external staff, even if in different periods in a 24 months long period, will be hired by the company, in the same functions.

Male and female workers, who are hired with temporary contracts or recruited with external staff

contracts which are 36 months long, in a 60 months long period, will be hired as open-ended workers by the company.

5. Right to voluntary part-time work will be extended according to current rules.
6. Apprenticeship contracts are ruled under the agreement signed by parties, which is going to be verified before July 1st 2007. Therefore Fim, Fiom, Uilm claim that apprenticeship labour contract is exclusive and does not require previous labour relationships.
7. The so called "insertion contract" will be used only for hiring male and female workers older than 50 and long-term unemployed workers older than 30. A minimum 40 hours theoretical training per year is requested, and half of them will be transversal. Workers hired with an insertion contract cannot be classified under the second level or equivalent level, starting from the contract beginning. Companies can renew the usage of this kind of contract only if they have turned at least 70% of insertion contracts into open-ended contract.
8. The company will retain direct responsibility for every tender and sub-tender, for every kind of rules and every aspect concerning wage levels, health and safety conditions protection, and so on. Every awarded contract (tender) will be examined by RSU as well, and companies will supply the complete list of all the tenders for every plant, including employed workers. If the company which undertakes the contract changes, workers will maintain their jobs. Only activities which were previously organized as functionally independent can be outsourced.

UNIQUE CLASSIFICATION

1. Current 7 categories and 8 wage levels will turn into a system composed by 5 professional bands, each one with 2 categories. Bands will be:
 - ◆ Band A "New hired workers" (including current 1° e 2° categories)
 - ◆ Band B "Qualified workers" (including current 3° e 4° categories)
 - ◆ Band C "Technicians" (including current 5° e 5°s categories)
 - ◆ Band D "Professionals" (including current 6° e 7° categories)
 - ◆ Band E "Managerial staff" (including 2 levels currently classified in the 7° category)Inside every band, 2 levels will be defined as categories: "Base" and "Expert", starting from Band B. Both categories included in Band A will be identified as Band A-1, and Band A-2. Workers will pass to the new classification and parameters scale without damages or benefits. Current skills and career models of professional mobility foreseen by Ccnl remain valid up to different new agreements.
2. A new national definition of bands is required, in order to allow workers and clerks, within the company and according to specific skills to be defined in that national definition, to be classified beyond Band "C" and, moreover, to allow career and professional growth within and between these bands.

3. A negotiation system at company level, concerning wage increase models and professional careers within and between Bands, will be created in order to define possible professional careers models. At least once a year, at company level, a joint examination concerning workers classification will be done by parties.
4. Multi-functions working activities and cross-functions personal capabilities of every single worker will be considered in order to express professional evaluation of workers themselves.
5. A new and permanent professional linked wage element will be negotiated at company level.

WORKING HOUR

1. Provisions of item 5 from the current Ccnl (Labour National Collective Contract) are fully confirmed, starting from the rule concerning a 40 hour long maximum weekly working period.
2. For overtime hours exceeding the 40 weekly hours, increases will grow from 10% to 20% for working hours from Monday to Friday, and from 15% to 40% for Saturday working hours. These overtime hours will be previously agreed by parties; parties can agree that this kind of overtime work can be used in order to face particular productive needs which cannot be elsewhere satisfied.
3. Beyond what it is already foreseen by Ccnl regarding structural shifts exceeding the limit of 15, before new shifts are introduced joint examination will be done in advance by parties, also considering their effect over employment levels, and particularly in order to stabilize temporary workers.
4. Normal notice time will be reduced to 15 days for male and female workers who want to request annual leaves with pay as working hour reduction, and a list of timeliness cases will be defined.
5. Exemption over overtime work, that male and female workers decide to earmark to the bank of hours as resting time, will be eliminated. Workers can earmark also partially resting hours, in relationship with overtime work as well. Increase of hours included in the bank of hours passes from 50% up to 80% of overtime work increases. Also male and female part-time workers can use the bank of hour's system.
6. In order to complete the regulation concerning workers' availability
 - A joint examination between parties will be done, at the beginning of every year and with later evaluations, about the availability discipline results, also considering the annual productive calendar;
 - Male and female workers who do not accept availability discipline with justified reasons will be allowed to ask for a briefing with the management, receiving support from RSU and before every possible company action.
 - Rules concerning the right to a minimum level of resting time twill be defined.

WORK ENVIRONMENT, HEALTH AND SAFETY

1. Every company will supply workers with information concerning risk conditions and environmental situation in terms of health and safety. In companies where foreign immigrants are employed, safety laws will be translated in the original languages. This is valid for tenders as well. Companies will

organize annual training courses for employees and RIs, concerning health and safety risks.

2. At least a one hour long and paid assembly will be held every year, with the objective to present health and safety issues. The assembly is not promoted by the syndicates and it is not included in what is foreseen in the "Statuto dei Lavoratori" (Workers' Statute of Rights). The assembly will be called by the company board of directors, through their own Safety Delegates, and concerned RIs (Safety Workers Representatives) will participate.
3. A copy of the risk evaluation and preventing procedures document will be given to RIs.
4. Hours foreseen by the law available to RIs will be doubled and summed to the hours already available to RIs. Beyond the amount of hours already available to RIs, all the companies will organize training courses for them during the working time. Training programmes will be agreed by parties in every single company.
5. RIs' tasks will be extended to environmental safety conditions inside work places as well, and the new experimental office of RIsa (Safety and Environment Workers Representative) will be introduced.
6. Parties will adopt the leading lines included in the safety administration register, defined by Inail (State National Insurance Company), companies and syndicates.

RIGHTS

1. All the companies will be engaged in defining training and professional refreshing programmes, to be carried out in ways defined by parties, which will be universal and compulsory for every worker. A joint examination by Rsu and the management will be dedicated to this specific purpose at the beginning of every year.
2. In order to allow immigrant workers (male and female) to participate to training and integration programs using the 250 hours package, parties will urge the Ministry of Education to make a training Form available all over the Country. Companies will allow workers to participate to courses, also increasing the maximum contemporary attendance percentages.
3. A joint national commission will be created, in order to deal with issues concerning cultural integration and comprehension for male and female immigrants' workers. The commission's activities will be particularly aimed at monitoring and promoting all the initiatives inside the company which allow to:
 - organize productive activities and company's venues and spaces, especially canteens, respecting religious beliefs;
 - organize annual productive calendars in order to safeguard immigrant workers (male and female) personal relationships coming from other Italian regions and from abroad;
 - Support all the initiatives aimed at solving immigrants' social integration problems (home, social services, and so on).

Companies will facilitate, thanks to the quick usage of leaves, all the bureaucratic aspects linked with the immigrant condition.

SALARY INCREASE

1. Availability allowances will be revalued, on the basis of a percentage linked to the global salary increase.
2. Travel allowance will be increased, considering real costs evolution:
 - global travel allowance will be 55 euros at least,
 - including 12,5 euro for daily (dinner or lunch) meal,
 - and including 30,0 euro for overnight stay.
3. The salary component established in the 2006 agreement (130 euros per year) will be stabilized: it will become a component defined as "non-paid productivity bonus". This component will increase 30 euros per month per 13 months. The "non-paid productivity bonus" will be given to all the workers (male and female) without exceeding the productivity bonus already defined by the parties, and without taking any part of the individual salary.
4. Table wage minimum levels will increase 117 euro for the 5th level, on the base of the parameters scale 100-210, which means a 101 euros increase for the 3rd level. The management staff bonus will increase by 6,7%.
5. The point-value will be up-to-date in view of next couple of years wage increases.
6. Table wage minimum levels increase will not take any part of the individual wage increases. Therefore table wage minimum levels increase will be given to all male and female workers.
7. All wage increases for all employed male and female workers, including temporary workers, will be effective on July 1st 2007.

CONTRACT FEE

A referendum concerning the platform will be voted by male and female workers, including the following question: "The contract voluntary fee for male and female workers who are not members of any syndicate will be collected on the basis of the silence-approval procedure". The answer to the question will be binding for the syndicates.

TABLE OF MONTHLY INCREASES OF WAGE MINIMUM LEVELS

LEVEL	INCREASE
1°	73,00
2°	86,00
3°	101,00
4°	107,00
5°	117,00
5°s	129,00
6°	139,00
7°	154,00