

MINI GUIDA AL LAVORO IN **SOMMINISTRAZIONE**

Mini guide to temporary agency work - Edition 2020



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CONTRATTO **DIRITTI** **TUTELE**

CONTRACT, RIGHTS, SAFEGUARDS
for those who work with temporary work agency

Le GUIDE di Nidil CGIL

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Roma, august 2020

INTRODUCTION

NidiL CGIL mini guide to temporary agency work has now come to its second edition updated with the news introduced by law (with the so called Decreto Dignità) in 2018 and with the dispositions of the C.C.N.L. undersigned last year.

Our guide is little in terms of dimensions but not in terms of contents. It aims to be a necessarily simple but complete tool, available to workers and union representatives, in order to know their own rights and employment conditions and to verify the rightness of economic and regulatory treatments.

Our guide has been published 50 years after the approval of the Workers' Statute, that was the tool through which "Constitution entered factories", protecting millions of people from the excessive power of the employers and promoting the free organization in union for the workers.

The Statute must be adapted to new times and new work identities so that it could be, now as before, a unifying tool for all workers. For this reason, CGIL promoted, some years ago, a Charter of fundamental rights that, however, is still waiting to be discussed in Parliament.

The hope is that all those who will use our guide will be encouraged to deepen the knowledge of their own rights, to spread the contents with their colleagues and to organize in union.

Knowledge, participation and organization remain fundamental elements in order to let live, even in working places, the freedom principles on which our Republic has been founded.

Andrea Borghesi
NidiL CGIL Secretary General



Temporary agency work

What is temporary agency work?

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

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

The worker is employed and paid by the temporary work agency and sent to work (in a so called mission) under the direction and the control of the user company (public or private employer).

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

Temporary agency work is regulated by rules and agreements:

- by the law, in particular [legislative decree no. 81/2015](#) – modified by Law 96/2018 – and [legislative decree no. 276/2003](#);
- by the [national collective labour agreement](#) ("C.C.N.L.") of temporary work agencies;
- by the collective labour agreement ("C.C.N.L.") applied by user companies.

Trilateral relationship

In temporary agency work three subjects are involved::

- [the "somministratore"](#), a work Agency authorized by the Ministry of Labour;
- [the user](#), company, a public or private employer;
- [the worker](#), employed by the somministratore (work agency) but carrying out his/her work at the user company.

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

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

When temporary agency work is allowed

Before the recent labour reform came into force (or the so called "decreto dignità"), the law didn't consider almost any limitation to temporary agency work contracts.

The Law 96/2018 ("decreto dignità") establishes that fixed-term agency work contracts can be stipulated for a maximum of 12 months, after which the extension or the renewal of the contract are allowed only for specific reasons (motives):

- a)** for temporary and objective needs unrelated with daily activity, in other words substitution of other workers;
- b)** Needs related to temporary, significant and not programmable increases in daily activity.

Reasons must be present also if a contract lasting less than 12 months will be renewed, that is if between a contract and another there is an interruption.

Law establishes that fixed-term contract can't exceed 24 months except for a different duration defined in the national collective labour agreement applied by user companies.

In addition to time limits the law imposes also numerical limits. In case of **permanent agency work** the number of agency workers can't be greater than 20% of the number of permanent workers directly employed by the user company. In case of **fixed-term agency work** the limit is 30%, except for a different percentage

established in the national collective labour agreement applied in user companies. From this percentage people considered by law as “disadvantaged” or “very disadvantaged” are left out.

PLEASE NOTE

The new regulation implies many particularly complex aspects. In order to have more information and to evaluate your position, you can turn to one of Nidil offices ([see page 42](#)).

ATTENTION: in case you would like to ask for hiring in the user company, the deadline is 60 days before the end of working relationship.

When temporary agency work is not allowed

Agency work is not allowed in the following cases:

- to replace workers on strike;
- in companies where, during the last six months, collective lay-offs have taken place for workers with the same duties specified in the agency contract, except for those cases where the agency contract is signed to replace absent workers or lasts no more than 3 months;
- in companies where redundancy payments (cassa integrazione guadagni) are in place for workers with the same duties specified in the agency contract;
- in case the company has not undertaken risk assessment in compliance with the health and safety regulations for workers.

The commercial contract

The commercial contract between work agency and user company, either permanent or fixed-term, must be necessarily be stipulated in written form. **In case the contract is not written down, it is null and void and agency workers are considered to all intents and purposes as employees of the user company.**

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



Equal treatment

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

Salary

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

Christmas bonus ("tredicesima") and other extra monthly payments (where applied): every worker has the right to a Christmas bonus and other extra monthly payments can be provided by national agreement. Agency workers mature their Christmas bonus **depending on paid hours** (8.33% of every hour) **and not depending on worked days** as does happen for the majority of employments, also in case of calendarized payslip. The same applies for any other extra payment provided by the C.C.N.L. of the user company or by local and company-level agreements.

Holidays, leave and working hour reductions: C.C.N.L. applied by user companies provide for the amount of holidays, leave and/or working hours reduction. Agency workers accumulate holidays, rest periods and working hour reductions depending on paid hours, also in case of calendarized payslips.

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

Separation pay ("TFR"): the TFR must be paid in any case of cessation of employment, as stated by the civil code art. 2120, therefore **also in case of resignation**. Its amount is approximately that of a monthly wage for each year worked. **It must be paid together with the last salary**. TFR is accrued for each month:

- where 15 or more days are worked;
- in case of missions below 15 days, if a mission is reactivated by the same user company and with the same duties, within 30 days from the end of the first one, the previous period is added up for the purpose of building up an accrual of TFR.

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



Health and safety at work

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

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

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

The work agency must

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

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

The user company must:

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

If the user company does not comply with the above obligations, agency workers can refer to the RLS, he/she can momentarily abstain from work and eventually resign for good cause, with rights of salary payments until the end of the mission, within the terms and conditions stated in the C.C.N.L. of work agencies.



Harassment and violence at work

European and national legislation oblige employers to protect workers from harassment and violence at work.

C.C.N.L. of work agencies recognizes what stated in the Framework Agreement on Harassment and Violence at work, under-signed by: Confindustria, Cgil, Cisl, Uil on the 25th of January 2016. In order to best manage problems like harassment and violence at work, workers can refer to Nidil offices ([see page 42](#)), where it will be possible to understand how to deal with single cases.



The individual employment contract

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

Fixed term employment contract

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

The contract must be stipulated in written form at the moment of hiring and it must include a series of information, as follows:

- indication of reason (motive) if needed;
- indication of the user company and of the collective agreement that applies (also the supplementary one, where it exists);
- indication of the group (A, B or C) in which the worker belongs according to their grade and indication of the duties at the user company;
- indication of any probationary period and its duration;
- the place where the work will take place, working hours, date of beginning and of termination of working activity at the user company;
- economic entitlement and, in detail, every single detail of it;
- the presence of any risk for the worker's health or safety, as well as prevention measures in place and necessary safety measures in relation to the kind of activity;
- worker's consent to the use of his/her personal data by the work agency, in order to manage the business relationship;
- the assumption on the user company's part of the obligation of direct payment to the workers of their economic entitlement as well as their social security contributions, should the agency fail to do so;

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

Probationary period

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

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

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

Probationary period can't be less than 1 day and **more than 11 days for missions up to six months** as well as **13 days for missions longer than 6 months** and **30 days for contracts of more than 12 months.**

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

Extension

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

The term fixed in the contract can be extended up to a maximum of 6 times (except for specific cases in which it can be extended up to a maximum of 8 times).

In case the extended contract would last more than 12 months overall, the extension can be made only if the following reasons

(motives), determined by the user company, are taking place:

- a)** for temporary and objective needs unrelated with daily activity, in other words substitution of other workers;
- b)** needs related to temporary, significant and not programmable increases in daily activity.

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

Contract extensions must have the worker's consent. **Worker's refusal does not imply the loss of entitlement to any unemployment benefit, like the NASpl** ([see page 28](#)).

When the contract expires

If the contract, on its expiration, is not renewed or extended, the worker, who is in a state of unemployment and who fulfills specific criteria provided by law, can request unemployment benefits like NASpl ([see page 28](#)) and salary support benefit like Forma.Temp ([see page 32](#)).

Contract termination

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

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

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

Resignation

In case a fixed-term worker interrupts his/her contract before the due date (i.e. resigning), he/she will have to pay an **economic penalty calculated in 1 day every 15 of non-fulfilled residual mission**. Penalty days are provided according to the pay grade (with a maximum of 20 days).

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

The law states that, starting **from the 12th of March 2016**, resignation and consensual dissolution, in order to be considered as valid, **must be communicated to the employer and to the competent local labour directorate** ("Direzione territoriale e del Lavoro") through a web form, prepared by the Labour Ministry.

In these cases, it is advisable to contact Nidil CGIL to get some help.

PLEASE NOTE

It is good to know that in case of resignation (except those motivated by good cause) or of consensual dissolution, the entitlement to unemployment benefit (NASpl) is lost ([see page 28](#)).

ATTENTION: if the worker would like to contest contract's motive, the deadline is 60 days from the termination of the business relationship.

Guaranteed Total Hours ("Monte Ore Garantito" – Mog)

What is it?

It is a specific procedure for fixed-term temporary agency work, allowed experimentally by the C.C.N.L. of work agencies, with the aim to transform into agency work other more unstable forms of employment (consultancies, job on call, occasional, etc). It is al-

lowed only in specific sectors defined in the C.C.N.L. of work agencies.

MOG requires **the stipulation of a fixed-term contract for a minimum of 3 months** (in specific cases and sectors with a minimum duration of 1 month and a minimum salary of 30%) **with a minimum salary equal to 25%** (different % if collective agreements define minimum working hours for part time) **of the monthly pay of full time workers with the same duties and grade and by the same user company.**

Procedures

Worker must give his/her availability to the call within the time slot specified in the contract (a.m. 6-14, p.m. 14-22, evening-night 14-22, alternative).

The time slot can be modified with a minimum one-week notice. Increases are provided in case of voluntary requests and frequent changes in time slot. Time and working day must be communicated to the worker at least with a 24-hours notice before the beginning. The worker must give his/her availability to the call.

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

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

Hours consolidation

If, within six months of work by the same user company, the minimum hourly quota is exceeded by 20%, the MOG grows of 50% of hourly increase carried out.

Resignation

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

Permanent employment contract

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

The employment contract

At the time of hiring, workers sign an employment contract with the agency, stating some specific elements (defined by the C.C.N.L. of work agencies), among which: availability in time slots, pay grade, probationary period (at least 30 days depending on the pay grade), availability compensation's degree.

The mission

Once permanently hired, the agency can send the worker to mission by a user company.

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

Resignation

Worker can interrupt the employment by resigning. In this case, the worker must let the agency know about his/her resignation (by registered letter with receipt or any other mean with proof of receipt) giving a notice provided by CCNL of work agencies, going from a minimum of 20 working days, according to the pay grade indicated in the employment contract. **Worker can communicate their immediate resignation for good cause** if a serious hindrance, from the agency or from the user company, does not allow the continuation of the employment. **Only in this case, the worker is entitled to unemployment benefit like NASpI** ([see page 28](#)).

The law states that, **starting from the 12th of March 2016, resignation** and consensual dissolution must be communicated, in order to be considered as valid, **to the employer and to the competent local labour directorate** ("Direzione territoriale e del lavoro") through a web form prepared by the Labour Ministry.

In these cases, it is advisable to contact CGIL offices to get help.

End of mission

A mission can come to an end because it reaches its due date (specified in the assignment letter) or because of the interruption of the commercial contract.

Since the cessation of the mission, the worker is again available for the agency, which can activate another mission or start educational training and vocational retraining.

Availability allowance

For the time periods **when a worker is not in mission by a user company**, the work agency **pays a monthly allowance of € 800** (gross) including TFR. The allowance can be prorated according to the working hours specified in the employment contract or in the assignment letter. **During these periods the worker must be reachable during working hours specified in the employment contract** and must **start working 24 hours after the call**. The offer of a new mission must be congruous, that is professionally equivalent to the previous mission, and in a place not farther than 50 km or reachable in 60 minutes from the worker's residency by public transport..

Procedure for lack of work opportunities

In case of lack of work opportunities for a worker hired with a permanent contract, the agency can start an availability procedure provided by the C.C.N.L. for work agencies, aimed to workers' retraining and re-employment. **A path of retraining** is then star-

ted, which has to be evaluated by a Territorial Union Committee ("Commissione Sindacale Territoriale"). The purpose of such path is to make the worker gain greater skills and therefore to facilitate his/her re-employment.

During such procedure, availability allowance is raised to € 1.000 gross (to be re-commensurated according to average amount of hours carried out), inclusive of TFR. The procedure maximum duration is 6 months (age lower than 50 years old), 7 months (age between 50 and 55 years old) and 8 months (age over 55 years old).

Dismissal

If, after completing the procedure for lack of work opportunities, retraining does not lead to a new employment, **the agency, at the end of the due period and if it has concretely pursued the re-employment's attempt, can proceed with the dissolution of the employment for justified objective reasons.**

In case the worker commits serious defaults, the agency can proceed with dismissal for good cause even without notice, or for justified individual reason. **In all the dismissal cases**, also in the consensual dissolution of employment after the procedure by the Direzione Territoriale del Lavoro, **the worker can apply for unemployment benefit like the NASpi** ([see page 28](#)).

ATTENTION: If the worker would like to contest the dismissal (i.e. in case he/she believes that re-training activities have not been correctly conducted), he/she will have to communicate it to the work agency within 60 days from the dismissal's notice.



In case of dismissal it is anyway advisable to get in touch with a [NidiL office](#) ([see page 42](#)).

Professional training apprenticeship

It is a permanent contract which provides for a training **period for the acquisition of a professional qualification**. It is stipulated with **the work agency**, which can activate a mission by a user company where work and training will take place. The apprenticeship applies to **workers between 18 and 29 years old** or workers receiving redundancy payments or unemployment benefits, without age restrictions. At the time of hiring, the agency must arrange for an individual training plan, which the apprentice must then follow to obtain the qualification.

The apprentice must relate with his/her tutors, one nominated by the agency and the other one by the user company.

At the end of the apprenticeship period, the agency certifies the training informing the apprentice about the achieved qualification.

Salary

In order to know what salary the apprentice should be receiving, **one must refer to what the C.C.N.L. of the user company states about apprenticeship**.

Usually the apprentices' pay can be increasing over time or, as an alternative, contract minimum wages can be applied with a maximum reduction of two levels, with an increase over time until the acquisition level is reached. The principle of equal treatment also applied to apprentice agency workers ([see page 9](#)).

Duration, suspension, extension

The minimum duration of the apprenticeship period is provided by law and **it can't be shorter than 6 months**.

The maximum duration and any extension in case of illness, injury or other cause of employment suspension are instead provided by the C.C.N.L. of the user company.

The postponement of the final day of apprenticeship must be communicated in **written form at least 30 days before the due date**.

Obligation of confirmation

The obligation of confirmation provided by regulations in force regarding professional apprenticeship is in charge of the work agency. Apprentices hired in violation of such limits are considered as ordinary permanent employees (not apprentices).

Annulment

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

In case of failure in communicating the annulment, the apprenticeship will continue with the work agency as a permanent contract. The agency can recede before the end of the apprenticeship period for good cause, therefore for serious defaults or justified motive.

In case of termination of employment, a worker can apply for unemployment benefit like NASpl ([see page 28](#)).



In case of termination of employment, you can get in touch with one of the [INCA CGIL](#)'s offices.

You can find offices' contacts at www.inca.it



Union rights

Workers, for the whole duration of their contracts, can exercise **the right to free union activity** provided by the workers' Statute (Law 300/70). They have the right to join a union, take part in union meetings and elect their representatives.

Joining a union

A union can be freely joined at any time during employment. In any case, **with the first payslip** or together with C.C.N.L., **the work agency must handle to the worker the membership form to join a union**. Payments towards Nidil CGIL membership are made with a monthly deduction from the payslip of **0,80% on the net income** (excluding family cheques and T.F.R.).

Union meetings

Temporary agency workers have **the right to meet, during working hours**, to debate union-related issues; they also have the **right to participate in user company's staff meetings**.

Each worker is entitled to 10 hours of paid permits, commensurate to working seniority, and to a minimum of 2.

Representation

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

Strike

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

- Strike is **a right recognized by the Italian constitution** (article

n° 40) within the laws that regulate it;

- It is an individual right that can be exercised collectively.

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

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

Information

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

Even the RSU and the RSA of the user company can help agency workers to read and understand their contract, to check that they are paid correctly, to verify that their rights are respected, to build, where possible, paths for a stable integration in the user company.

Events during employment

Illness

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

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

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

Workers must be **available every day of sick leave** (including festive days) in **time slots set by law (10.00-12.00; 17.00-19.00)** to undergo medical checks. Belated sending of the medical certificate (protocol) and the inability to carry out the medical checks (because of the worker's unavailability, except for cases of legitimate

impediment) can cause a reduction of the allowance.

Agency workers with permanent contracts, in case the mission comes to the end and the illness persists, have the right to receive availability allowance, within the limits of keeping their job.

The job is preserved for a **maximum of 180 days** (extendable for 120 extra days in specific cases) in a calendar year, unless the fixed-term contract expires before then. (See also *Ebitemp health protection* on [page 37](#)).

**PLEASE
NOTE**

During sick leave probationary period is suspended.

Injury

In case of injury, agency workers are entitled to:

- **100% of salary for the day the injury occurs;**
- **from the following day** until clinical recovery, to an allowance paid by INAIL (National Institute for Assurance Against Work Injuries), supplemented by the agency to reach 100% of net daily pay.

Allowances are usually paid in advance by the agency. If, according to INAIL dispositions, it won't be possible to anticipate the allowance, the agency must correspond the worker the provided integrations.

In case of further consequences produced by the injury, workers can be entitled to a money compensation or to a monthly income, depending on the inability degree determined by INAIL.



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

Offices' contacts are available on www.inca.it.

*(See also *Ebitemp injury allowance* on [page 37](#))*

Maternity

Pregnant workers **can't be assigned to unhealthy, heavy or dangerous duties**. If the mission demands such duties, workers are entitled to a new different mission or to the anticipation of the compulsory maternity leave.

Workers are entitled to the anticipated maternity leave also in case of complications of pregnancy. Generally, workers can't be assigned **to work in the period that starts two months before the due date to three months after** (compulsory leave).

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

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

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

Pregnant workers can't be laid off by the agency until the baby is one year old.

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

Workers with permanent contracts, in case of compulsory or anticipated maternity leave, keep the right to receive the 100% integration

to maternity allowance – if such integration is provided by the C.C.N.L. of the user company, in case the abstention will last over the natural end of the mission and until the termination of the compulsory leave. (See also *Ebitemp maternity and nursery allowance* on [page 34](#))

Paternity

Paternity allowance is paid to the father for the whole duration of the leave or for the residual part which the mother would have not been entitled to, only in the following cases:

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

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

The working father must moreover take a 7 day leave, even non-consecutive and in addition to the mother's leave, within the baby's 5 months (for births, adoptions or foster cares between 1st of January and 31st of December 2020).

In 2020, the working father is also entitled to a 1 day leave, on a discretionary basis, alternately to the mother.

Parental leave

Agency workers, in the first 12 years of age of each child, can take leave as follows:

- **working mothers:** for a continuing or fractioned period up to 6 months at the end of the compulsory maternity leave;
- **working fathers:** for a continuing or fractioned period up to 6 months (7 months in specific circumstances) from the baby's birth;
- **single parents:** for a continuing or fractioned period up to 10 months.

Overall, parental leave **can't exceed 10 months**.

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

Some C.C.N.L., especially in the public sector, provide an integration to such allowance.

National or company-level contracts can provide for procedures of hourly fruition of parental leave.

In the absence of such rules, the general law regulating hourly fruition of parental leave applies.

Family income support

Agency workers are entitled, during their employment, to family income support distributed by INPS and paid in advance by the agency (from the 1st of April 2019, the application must be sent online to INPS and not to the employer anymore).

The support amount varies depending on family's composition and its overall income.

Unemployment benefit (NASpi)

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

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

ATTENTION: for agency workers with permanent contract, potential availability periods are not useful for the duration and the amount of the NASpl and for the contribution requirement of 13 weeks. On the other hand, it is possible to cancel availability periods in order to reach 30 effective working days (enlargement of the 12 months preceding unemployment).

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

Amount of benefit

The benefit is equal to 75% of the monthly average salary, until € 1.226,32.

Should the salary be greater, 25% of the difference between € 1.226,32 and the average monthly salary is added to the total amount.

In 2020, the maximum monthly amount of the benefit was € 1.334, reassessed annually; **benefit is reduced by 3% monthly, starting from the fourth month of fruition.**

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

Application for NASpl must be sent to INPS via web, **within 68 days of the termination of the employment.**

It is paid starting from the day after the application is submitted and, in any case, at least eight days after the termination of the employment.



To apply for unemployment benefit (NASpl) it is recommended to get in touch with one of the [INCA CGIL](#) offices
Offices contacts are available on www.inca.it.



Bilateral institutions services

Bilateral institutions are equal organization composed of representations of both workers and employers.

In the field of agency work, two bilateral institutions services exist: Ebitemp and Forma.Temp, aimed to promote and supply tools, services and performances to agency workers.

Forma.Temp

Forma.Temp è is the agency workers' bilateral institution provided by law. It is funded by the compulsory contribution of work agencies. The fund purposes are to **facilitate educational training and vocational re-training** as well as social security and income support measures, in these last two cases through a specific Solidarity Fund.

- **Training:** for candidates to a mission and for fixed-term agency workers, Forma.Temp finances projects of:
 - basic training;
 - "on the job" training;
 - vocational training;
 - continuing training.

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

- vocational re-training;
- accompanying training;
- employability training;
- professional training.

Focused training right

It is a measure aimed to professional qualification and re-qualification, directly performed by unemployed agency workers with specific requisites:

- agency workers with at least 110 working days in the last 12 months and subsequent 45 days of unemployment;
- unemployed agency workers at the end of the lack of work opportunities procedure (art. 25 C.C.N.L. work agency).

These workers must exercise their right to training within 68 days from the requisite's improvement, getting in touch with a work agency, according to the training offer made available by the chosen agency.

The work agency, which will take charge of the worker, will share with him/her the same training path found according to the guidance activities and to the skills assessment.

Maximum duration of the training is 30 hours.

www.formatemp.it



To apply for Forma.Temp income support you can ask one of the
Nidil CGIL help desk across the country.
You can find them on www.nidil.cgil.it

Bilateral Alternative Solidarity Fund

The Fund distributes income support services (SaR), salary integration treatments (TIS) and, in specific cases, a contribution in the lack of work opportunities procedure (MOL).

Income support (SaR):

- “una tantum” contribution equal to € 1.000 for agency workers with fixed-term or permanent contracts (even for apprenticeship), who have worked at least for 5 months (110 working days) in the last 12 months with 45 subsequent days of unemployment;
- “una tantum” contribution equal to € 780 for agency workers with fixed-term or permanent contracts, who have worked at least 90 days in the last 12 months with 45 subsequent days of unemployment.

The application must be sent within 68 days from the improvement of the unemployment's requisite, that is at maximum 113 days after the termination of the employment (45 + 68).



*To apply for Forma.Temp income support you can ask one of the
Nidil CGIL help desk across the country.
You can find them on www.nidil.cgil.it*

Salary Integration Treatment (TIS)

It is a service of income protection for agency workers with fixed-term or permanent contracts, even in apprenticeship, in case of reduction or interruption of the working activity in the user company where the worker is conducting the mission.

It is provided by the Fund, but it is paid in advance by the work agency.

It is equal to 80% of the last salary received before the reduction or the interruption and it lasts the whole duration of it (according to the mission's duration).

Contribution in the lack of work opportunities (MOL)

It is a service of income support (different from the ordinary availability allowance entitled to workers with permanent contracts when they have no mission going on) which is due through a specific procedure for agency workers with permanent contracts, for whom the work agency can't guarantee any mission for lack of work opportunities.

Contribution is equal to € 1.000, gross of legal withholdings, and its duration changes according to age (6 for age lower than 50 years old, 7 for age between 50 and 55 years old, 8 for age over 55 years old).

www.formatemp.it

Ebitemp

Ebitemp is the bilateral institution established by the C.C.N.L. of work agencies.

It is main purposes and tasks are:

- to promote study activities and industry research;
- to promote and inform about health and safety subjects in working places;
- to promote positive actions regarding Equal Opportunities ("Pari Opportunità"), in implementing anti-discriminatory policies;
- to provide the workers with welfare and income integration services as follows:

- **NURSERY CONTRIBUTION – PARENTS:**

Target audience: agency workers whose mission is equal to or longer than 7 days and with a working seniority of at least 3 worked months in the last 12.

What you get: maximum reimbursement of € 150 until the end of the nursery during the application's reference period.

- **MATERNITY SUPPORT:**

Target audience: agency workers whose working mission ends within 180 days from the beginning of pregnancy.

What you get: "una tantum" contribution of € 2.800 gross.

- **MATERNITY SUPPORT – INTEGRATION:**

Target audience: workers in maternity leave, who receive the contribution directly from INPS and with an expired working mission.

What you get: an additional contribution besides the compulsory allowance, provided by INPS for the 80% and integrated by Ebitemp for the remaining 20%, in order to cover the 100% of the last salary received.

- **UNA TANTUM SUPPORT FOR ADOPTION, FOSTER CARE OR TEMPORARY RECEPTION OF MINORS IN NEED:**

Target audience: agency workers with an employment contract expired in the first 180 days from adoption or foster care or who are part of a temporary reception project for minors in need.

What you get: a contribution of € 2.800 gross

- **CONTRIBUTION FOR EDUCATIONAL MATERIAL AND BOOKS FOR MINOR CHILDREN UNDER GUARDIANSHIP:**

Target audience: agency workers with a working seniority of 60 days, accrued from 1st of September to 31st of August of every year. They must be responsible, at their own expenses, for children or minors student in a primary or secondary (first and second grade) school or following a certified degree course.

What you get: a yearly contribution for books or educational material of € 200 for each fiscally dependent at 100% child, re-commensurate if dependent at 50%.

- **CONTRIBUTION FOR WORKING STUDENTS –EVENING CLASSES:**
Target audience: agency workers with a working seniority of 60 days, accrued from the 1st of September to the 31st of August of every year, following evening classes in order to obtain secondary public-school degree (first or second grade).
What you get: a yearly contribution of € 200 gross for books and educational material.
- **CONTRIBUTION FOR TUITION FOR WORKING STUDENTS:**
Target audience: agency workers with a working seniority of 45 days in the 12 months preceding the beginning of the academic year, following a certified degree course.
What you get: a contribution of € 200 gross for paying university fees.
- **CONTRIBUTION FOR WORKING STUDENTS WITH APPRENTICESHIP CONTRACTS OF I AND III LEVEL, ART. 43 AND 45 OF T.U. 81/2008:**
Target audience: workers with an apprenticeship contract of I and III level, with a working seniority of 60 days, accrued from the 1st of September to the 31st of August of every year, student of a second-grade secondary school.
What you get: a yearly contribution of € 200 gross for books and educational material.
- **SUPPORT FOR WORKERS WITH 100% INVALIDITY:**
Target audience: agency workers with a working seniority of 90 days and an active employment contract, who are or have dependent relatives in an invalidity condition at 100%.
What you get: a contribution of € 1.500. Contribution for relatives is re-accruable according to the percentage of dependency declared by the applicant.

- **SUBURBAN TRANSPORTATION:**

Target audience: agency workers who are resident or domiciled in municipalities different from the one in which they work. In order to access the service for the first time, an agency work contract, of at least 30 days and inclusive of eventual postponements, is required. During the months following the first application, an agency work, of at least 7 consecutive days in a month, is required.

What you get: the reimbursement of the pass under worker's name, within a maximum limit of € 150 per month, for a yearly amount of € 1.200. In order to ask for the reimbursement of suburban monthly passes payed in the year of reference, it is possible to send a maximum of 4 requests within the 31st of January of the following year. Reimbursement's requests for yearly passes must be sent to Ebi-temp within the end of the month following the date of expiration. Every reimbursement's request must contain payed passes for a total amount equal or larger than € 70.

- **RELOCATION:**

Target audience: workers who, for needs strictly related to a working activity of at least 6 months proposed by the work agency, move from their residency for a minimum distance of 250 km.

What you get: a maximum reimbursement of € 3.500 for single workers, paid in advance by the work agency, for project expenses (to be accounted on the agency) like: accommodation, move and transfer/trips.

- **PERSONAL LOANS:**

Target audience: agency workers who have at least 30 remaining days of mission.

What you get: a loan up to a maximum of € 2.500 for the

first time. A loan up to a maximum of € 5.000 if a precedent loan has been paid off. The instalment plan, for paying back the loan, can be of maximum 42 payments.

- **INJURY ALLOWANCE:**

Target audience: agency workers, with fixed-term or permanent contracts, who have been injured, as recognized by INAIL, during their working activity by the user company.

What you get:

- Temporary invalidity: for agency workers with fixed-term contracts, in case of injury that will last after the end of the contract, Ebitemp pays an additional contribution of € 46 gross per each day of invalidity recognized by INAIL, from the day following the end of the contract and for a maximum of 180 days.

- Permanent invalidity: for agency workers with fixed-term or permanent contracts, proportionally to the invalidity grade recognized by INAIL, with the following criteria: from the 1% to the 59% compensation of € 833 for every invalidity point recognized by INAIL.

For invalidity equal or higher than 60%, a compensation up to a maximum of € 50.000 will be provided.

- Death: in case of injury on working places or "in itinere" and death on working places for natural causes, an incontestable compensation of € 50.000 will be provided

HEALTH PROTECTION:

Target audience: agency workers with active contracts or who have worked at least for 30 days in 120 calendar days, as well as for 120 days following the end of the employment.

What you get:

- 100% reimbursement of prescription charges ("ticket") for the worker, his/her spouse and fiscally dependent children;

- 100% reimbursement for vaccinations' cost for fiscally dependent minor children;
- Reimbursement of the expenses for big surgeries or other hospitalization for the worker, his/her spouse and fiscally dependent children (as provided by Cassa Mutualistica);
- Reimbursement for dental cares and prosthesis for a yearly maximum of € 2.000.

Reimbursements for relatives are re-accrued according to the percentage of effective dependency on the applicant.

Only workers are entitled to:

- Reimbursement for the expenses of high diagnosis for cure and prevention of oncologic diseases, up to a yearly maximum of € 3.000;
- Reimbursement for contact lenses and for small surgeries aimed to visual recovery, up to a maximum of € 100 every two years;
- Prevention package for women up to a yearly maximum of € 330;
- Maternity package in order to help pregnant workers, up to a maximum of € 600 per each birth

Ebitemp will be able to provide directly the economic treatment or through agreements with third parties that fulfill law requirements.

www.ebitemp.it



To apply for Ebitemp services you can ask one of the Nidil CGIL help desk across the country.

You can find them on www.nidil.cgil.it

Fon.te – complementary pension

Fon.Te. is the complementary pension fund for services sector employees (trade, tourism, service, etc.). Since the 1st of July 2015, it is also the fund for agency workers.

Registration to Fon.Te is open to all agency workers with permanent or fixed-term contracts, depositing the 100% growing TFR at the Fund. Alternatively, it is possible to adhere with the 50% of growing TFR, after Fon.Te will have adapted its statute to this new measure provided by CCNL.

Thanks to bilateral agreements, such workers are entitled to financing individual position for the duration of the CCNL of work agencies through:

- a basic contribution of 1% of salary for accrual of TFR in the reference period (to which the employers add a further 1% using funds provided by bilateral agreements).
- An integration contribution equal to what it has already been paid (additional 2%) for the whole worked period.

Moreover, exclusively for fixed-term workers, an additional lump sum of:

- € 320 for working missions in the year up to 104 days;
- € 160 for working missions in the year between 105 and 164 days;
- € 100 for working missions in the year between 165 and 334 days.

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

www.fondofonte.it



Who can help you in CGIL

CGIL Service System

CGIL offers a set of services across the country which are able to provide workers with information, help, assistance and protection. CGIL Service System is, in fact, the coordination facility of all the activities for people who are looking for an answer to problems encountered during job search, employment, while dealing with revenue offices, in health protection, in accessing social services and the social security field.

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

www.cgil.it/uvl-uffici-vertenze-e-legali/

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

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

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

<http://www.cgil.it/sol-orientamento-lavoro/>

Agreement services

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

www.federconsumatori.it

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

CGIL Unions

- **FILCAMS:** Trade, tourism, canteens and services
www.filcams.cgil.it
- **FILCTEM:** Chemical. Textile, energy, manufacturing
www.filctemcgil.it
- **FILLEA:** Constructions, timber and similar
www.filleacgil.it
- **FILT:** Transports
www.filtcgil.it
- **FIOM:** Metal, engineering
www.fiom.cgil.it
- **FISAC:** Credit and insurance
www.fisac-cgil.it
- **FLAI:** Agroindustry and environment protection
www.flai.it
- **FLC:** Education, university and research
www.flcgil.it
- **FP:** Public sector
www.fpcgil.it
- **SLC:** Radio and tv, communications and postal, graphic designers, polygraphs and paper factory workers www.slc-cgil.it
- **SPI:** Pensioners
www.spi.cgil.it

Nidil is the union of continuative and coordinate consultants, consultants on project, occasional consultants, self-employees, VAT number workers, freelances, agency workers (ex-interim).

Nidil organizes and protects the unemployed and first job seekers. Together with employee's unions, it works to tackle abuses, to give stability to workers with bogus consultancy contracts and to give guarantees and rights to those workers who choose to be self-employed.

www.nidil.cgil.it - nidil@nidil.cgil.it

Nidil Offices

[Nidil CGIL](http://www.nidil.cgil.it) offices are present across the country and are available to give agency workers, consultants, freelances and VAT number workers information, help and protection.

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