



## **Employment Q & A for Italy (per December 2012)**

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### **Q1: Am I allowed to end the contract at any time?**

The employer is allowed to terminate the open-ended contract observing the notice period, which is highly variable depending on the provisions of the applicable National Collective Agreement (taking into account e.g. age, employment level and seniority of service).

The reason for termination must be just cause or justified reason, for subjective (e.g. conduct) or objective (e.g. economic difficulties) motives.

The employer is allowed to terminate the fixed term contract for justified reason only. The employee always has the right to resign, observing the notice period.

If the employee belongs to a group deserving "special protection" (i.e. disabled persons, pregnant women) the termination of the employment contract is subject to special regulations.

### **Q2: Is anyone to be informed before firing an employee?**

In case of dismissal for just cause (major contractual violations) the employee has the right to defend him-/herself after the reception of the letter of reprimand and before the formal dismissal.

In case of dismissal for economic reasons, a hearing aimed at settling the controversy must be held, before the dismissal takes place, before the local Direzione Territoriale del Lavoro (Labour Territorial Office).

### **Q3: Is there a prescribed form for the termination of a labour contract?**

A dismissal letter containing detailed information on the reasons for dismissal must be delivered to the employee.

### **Q4: Are redundancy payments mandatory?**

No, they are not. The only case for mandatory payment case is when the employer intends the dismissal to be immediately effective: the notice period must therefore be paid to the employee as if he / she were regularly working.

### **Q5: How can an employee fight the decision of dismissal?**

The employee must first challenge the dismissal letter with an extra-judicial written declaration addressed to the employer within 7 days from the reception of the dismissal letter. Then the employee must take legal action within 180 days from the reception of the dismissal letter.

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