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Monthly Roundup

July - August 2026

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The main clarifications of practice and case law of the last months.

1. *INPS Message No. 2540/2026: employees who resign following harassment or violence are entitled to State unemployment allowances;*
2. *Italian Ministry of Labour and Social Policies: FAQs on supplementary pensions have been updated;*
3. *Italian Supreme Court, judgment No. 23704/2026: the 'superminimo' cannot be absorbed without an explicit termination of business use of the employer.*

1. INPS Message No. 2540/2026: employees who resign following harassment or violence are entitled to State unemployment allowances

In its Message No. 2540 dated August 3rd, 2026, the Italian Social Security Agency ("*INPS*") has broadened the concept of 'just cause' of resignation rendered by employees who suffered acts of harassment or other forms of violence (including those perpetrated by individuals outside the workplace), so heavy that the latter are compelled to (unwillingly) leave their job, thereby making them eligible to benefit of State unemployment allowance ("*NASpI*").

However, for the employee concerned to be effectively entitled to receive the unemployment benefit, it will be necessary for the mentioned acts of harassment or violence to stem from clear, objective and documented factual situations which shall be:

- capable of affecting the victim's general mental and physical well-being to such an extent as to make it impossible to carry out their work, and
- strictly linked to the victim's normal routines, which are closely related to the performance of their work.

This assessment, of course, shall be carried out on a case-by-case basis, in light of the functional link between the violence suffered by the involved individuals and their employment relationship.

2. Italian Ministry of Labour and Social Policies: FAQs on supplementary pensions have been updated

What happens to the supplementary pension scheme used up to that point when, during the course of their employment and without any interruption, one or more employees are subject to a change in the national collective labour agreement (NCBA) that had been applied until then?

The Italian Ministry of Labour and Social Policies has recently updated its FAQs on this subject, clarifying that, in cases such as the one just described, employees are automatically enrolled in the new relevant collective pension scheme, notwithstanding that the latter may still opt out within 60 days of the change in role and choose to join a different supplementary pension scheme.

3. Italian Supreme Court, judgment No. 23704/2026: the 'superminimo' cannot be absorbed without an explicit termination of business use of the employer

In the case at issue, the employer company never absorbed the '*superminimo*' paid to an employee over a long period, despite the numerous contract renewals that had taken place in the meantime (i.e., an additional remuneration sum that employers grant to employees as an incentive and that is usually "absorbed" by future pay increases eventually provided by collective agreements, up to capacity). This conduct gave rise to a genuine company practice, effectively rendering the '*superminimo*' non-absorbable.

After approximately thirteen years, the company decided to depart from this practice and proceeded to absorb the '*superminimo*' that had been granted to the employee up to that moment.

The matter therefore reached the Italian Supreme Court, which confirmed its established position: a company practice is formed simply through the constant and widespread repetition of a favourable treatment, without the need for any express agreement between the parties.

Conversely, such a practice can only be terminated by a clear and unambiguous declaration by the employer, perceptible to the majority of the workers concerned; mere inaction on the part of the employer is not sufficient to nullify such an established right.

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The main updates on Labour Law of July – August 2026

Courts' authority to interpret the meaning of intrinsically ambiguous expressions

In its judgement No. 22621, dated July 2nd, 2026, the Italian Supreme Court ruled that medical examination reports drafted using ambiguous phrases (such as "unknown/unable to be located at the address") do not constitute sufficient evidence to justify dismissal for just cause, and that the resulting ambiguity, when properly analysed, cannot be resolved to the detriment of the employee.

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Transnational Employment Relationships: the Court of Justice of the EU on the identification of the applicable law

Abstract: In its July 9, 2026, ruling in Case C-768/24, the Court of Justice of the European Union clarified that, for the purpose of determining the law applicable to a transnational employment relationship, the criterion to be considered is that of the "closest connection," which must be assessed based on the objective elements characterising the relationship itself.

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Refusal to transfer or dismissal: for the CJEU, the effective reasons behind the termination shall be taken into account

The recent judgment released by the Court of Justice of the European Union (CJEU) dated June 4th, 2026 (Case C-907/24) addresses the relationship between dismissal resulting from the refusal of a transfer notice from the originally designated place of work and the rules governing collective dismissals, providing significant clarifications regarding their application.

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Employee's Duty of Loyalty: Breach of Loyalty Is Independent of Unfair Competition and the Imminence of Resignation

A breach of the duty of loyalty (Art. 2105 of the Italian Civil Code) occurs when an employee engages in acts intended to divert the employer's customers to a competing business. Such unlawful conduct has a broader scope than the prohibition against unfair competition under Article 2598 of the Italian Civil Code and includes preparatory, informational, or organisational conduct capable of harming – even if only potentially – the company's interests.

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HR TIPS | #7 Fair compensation

Over the course of an employment relationship in which inventive activity is not listed among the ordinary ones assigned to the employee, the latter may create an invention that the employer deems usable and commercially viable.

In such cases, in addition to the provisions governing ownership of the invention set forth within the Italian Industrial Property Code, due consideration must also be given to the concept of "**fair compensation**".

Fair compensation shall be granted to the employee who makes an invention in the framework of his/her general tasks and duties, altohugh the agreed remuneration does not expressly provide payment for inventive activity as well. In these cases, if the employer companys commercially exploits said invention or gains a trademark over it, the involved employee shall be paid an additional compensation (a «fair» sum, specifically).

As for the economic determination of said compensation, in Italy it is very common to refer to the so-called "**german formula**": a mathematic operation that considers the value of the final product, the amount of time spent by the employee who worked on it and the latter's role details. The values assigned to each item are added together and then converted to a percentage, based on the points specified in the relevant guidelines.

Failure to pay fair compensation (or a right amount by way of it) may expose the company to **judicial disputes**, following which companies could be sanctioned with the payment of the amounts due, plus interest and legal fees.

It is therefore advisable to verify, on a case-by-case basis, the classification of the invention and the proper management of the related economic rights.

HR TIPS | #8. "TFR" and automatic enrollment in a supplemental pension plan

Effective July 1, 2026, the mechanism for allocating the mandatory severance pay (TFR) to **complementary pension funds** for private-sector employees will change.

Enrollment in the relevant pension fund specified by the National Collective Bargaining Agreement (NCLA) becomes **automatic** as of the date of hire, with the option to opt out within 60 days.

In practical terms, the employer must:

- provide **written information** to the employee at the time of hire;
- **obtain** the employee's declaration regarding their previous status;
- **verify** the suitability of the designated fund before initiating contributions;
- notify the employee of enrollment in the fund after the **60-day period** has elapsed and begin contributions starting the following month, including back payments from the date of hire.

For **fixed-term employment relationships** lasting less than 60 days, the automatic enrollment does not apply, and severance pay (TFR) is paid upon termination in accordance with standard rules.

Domestic workers, public sector employees, and those already employed as of June 30, 2026, are **excluded** from these provisions; for these individuals, previously expressed choices remain valid.

For further information and insights

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