

The background of the entire page is a photograph of a modern office environment. In the center, a man in a dark blue suit and light blue tie is walking towards the right, looking down at a tablet computer held in his left hand. To his left, a woman in a light blue button-down shirt and dark trousers is walking in the same direction, also looking at the tablet. On the far left, the back of a man in a dark suit is visible as he walks away. On the far right, the back of a man in a patterned sweater is visible. The office has glass walls and a carpeted floor.

 OBSERVATORY
LABOUR LAW & IR
di Morri Rossetti & Franzosi

Monthly Roundup

September 2026

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This month's key clarifications on practice and case law.

1. Italian Supreme Court, Labour Section, Judgment No. 25178 of September 10, 2026: failure to adhere to a national collective bargaining agreement does not exempt an employer from the obligation to provide information;
2. Medical certificate and effective date of sick leave: INPS Circular No. 92/2026;
3. Employee testimony: legal grounds for disciplinary dismissal;
4. Working hours and the right to meal vouchers: a consistent approach is not always a given.

1. Italian Supreme Court, Labour Section, Judgment No. 25178 of September 10, 2026: failure to adhere to a National Collective Bargaining Agreement (CCNL) does not preclude the obligation to provide information

In Judgment No. 25178 of September 10, 2026, the Italian Supreme Court examined an allegation of anti-union conduct under Article 28 of the Workers' Statute. The company had refused to engage in discussions with the labour unions, arguing that its failure to adhere to a National Collective Bargaining Agreement (NCBA) exempted it from its obligations to inform and consult.

On this point, the Court ruled that although the employer has no obligation to adhere to a specific national collective bargaining agreement, this freedom cannot exclude its information and consultation obligations.

In fact, the law imposes on the employer a binding obligation to inform and consult with workers' representatives, which applies regardless of whether the company is party to a collective bargaining agreement.

Accordingly, failure to adhere to an NCBA does not exempt the employer from its obligations to provide information, and violating these obligations may constitute anti-union conduct under Article 28 of the Workers' Statute.

2. Medical certificate and effective date of sick leave: INPS Circular No. 92/2026

Effective September 4, 2026, Circular No. 92 introduced a new procedure for certifying illness. Specifically, the onset of the illness may now be recognised as beginning the day before the outpatient visit, provided the physician certifies that the illness had already begun on that date and that it was not a holiday.

The new provision, which already applies to home visits, does not extend the retroactive effect of the medical certificate to all cases: generally, illness begins on the date of the medical examination and the issuance of the certificate.

The measure aims to protect employees from difficulties that may prevent timely access to medical care. The start date of the illness is not purely formal, as it determines when the number of days for the daily sickness begins.

3. Employee testimony: the legality of disciplinary dismissal

The case stems from the disciplinary dismissal of an employee who, when called to testify in court, made statements that her employer deemed blatantly false and damaging to its reputation.

The Italian Supreme Court, in Order No. 25687 of September 22, 2026, granted the appeal and remanded the case to the Court of Appeals, clarifying that the disciplinary relevance of testimony cannot be ruled out a priori merely because it was given in a trial context.

The Court clarified that an employee cannot be disciplined merely for making statements unfavourable to the employer.

However, the testimony is relevant for disciplinary purposes if it is knowingly untrue and, given its content, severity, and context, can undermine the bond of trust.

The legality of the termination must therefore be assessed in light of the specific circumstances, including the truthfulness of the statements, their severity, and the proportionality of the disciplinary action.

In the case at hand, the Court required the decision to be returned to the trial court to assess the nature and truthfulness of the employee's statements, which are essential to determining whether the termination was unlawful.

4. Working hours and the right to meal vouchers: a consistent approach that is not always a given

The Italian Supreme Court, in Order No. 24866 of August 31, 2026, again ruled on meal vouchers, confirming their nature as a benefit rather than compensation.

According to the Court, the right to meal vouchers depends not on the duration or timing of the break, but on the duration of the daily work schedule, which must be at least six consecutive hours, regardless of how shifts are structured. Accordingly, the night shift differential cannot be used to offset or compensate for meal vouchers, as these are forms of compensation with different legal bases.

The ruling thus confirms that, in both the public and private sectors, the eligibility for meal vouchers is based solely on quantitative and temporal criteria and cannot be offset by other forms of compensation or allowances.

The main updates on Labour Law of September 2026

Unlawful Dismissal: opting for compensation in lieu of reinstatement voids the right to NASPI

In the event of an unlawful dismissal, NASPI benefits received between termination and the reinstatement order do not have to be repaid to INPS if the employment relationship has not been effectively reinstated, as mere *de jure* reinstatement is insufficient. However, exercising the option for substitute indemnity results in the voluntary termination of the employment relationship and, from that moment on, ends the status of involuntary unemployment, which is a prerequisite for receiving unemployment benefits.

[→ Read more](#)

Amendments to EU Regulations on harmonization of social security systems, the most relevant news

The European Regulation amending the rules on social security systems at the EU level – recently approved by the European Parliament – introduces a series of changes affecting workers who perform their work in a member State other than their country of origin. In this article, we discuss the most significant regulatory changes contained in the document.

[→ Read more](#)

HR TIPS | #9 The difference between an employee's 'on-call status' and 'immediate availability'

'On-call duty' and 'immediate availability' are often used as synonyms, but the legal classification depends on the **degree** to which the employee's **freedom** is restricted.

'**On-call duty**' requires the employee to be available outside normal working hours, whilst retaining significant freedom and the ability to assess the request and organise themselves for any necessary intervention.

'**Immediate availability**' entails a higher level of constraint; indeed, the employee must respond within a **predetermined time**, and may be required not to stray beyond a certain distance from the workplace.

On-call and Immediate availability clauses are **lawful** when based on a collective or individual agreement that precisely defines time slots, response times, methods of contact, and the associated financial compensation.

The employee is entitled to a lump-sum allowance intended to compensate for the inconvenience of being required to remain contactable; the amount may be determined per shift, day, week, or time slot, depending on the collective agreement applicable to the employment relationship.

The hours actually worked are then remunerated in accordance with the standard rules governing the provision of labour, including premium rates for overtime, night work or work on public holidays.

For further information and insights

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