

HR Tips

The 2025 Full-Year Bundle

A quick look at relevant human resource issues
from our Labour Department

#1 The Mandatory Hiring Statement



Italian Law No. 68, enacted on March 12, 1999, mandates that companies with a workforce exceeding certain thresholds **must employ a specified number of disabled and protected workers**. Employers must submit a hiring request to the appropriate offices within 60 days of the obligation being established.

Employers must submit an annual **statement** detailing the total number of employees and the available positions or duties for persons with disabilities.

The timely submission of the above statement will automatically replace the hiring request indicated. On the other hand, **employers who fail to submit the statement on time will face an administrative penalty** of EUR 702.43, plus an additional fee of EUR 34.02 for each day the submission is delayed. Moreover, additional penalties exist for submitting incomplete statements and not meeting the required number of hirings.

#2 Termination during the probationary period



The **probationary covenant** must:

- be provided in **writing**;
- be formalized **before the execution of the working activities**;
- **specify which tasks** will have to be performed for the purposes of the probation.

When these features are met, during the so-called «probationary period», the employee and the employer may **freely terminate** the employment relationship. However, shall they lack (i.e., **genetic defect**) or if the employee is not allowed to carry out the assigned activities for a reasonable period or to perform the tasks and duties indicated in the probationary covenant (i.e., **functional defect**), the termination on the employer's part would be **unlawful**.

In these cases, the **sanctioning consequences** of unlawful dismissal in ordinary cases of employment relationships apply, which may lead to the employer being compelled to the payment of an **indemnity** or the **obligation to reinstate** the employee, depending on the protection regime granted to the latter.

#3 Individual agreement for agile work



To conduct work activities in an agile manner, both employers and employees must enter into a **specific individual agreement**, as outlined in Law No. 81/2017, the related Protocol of the Ministry of Labour dated December 7, 2021, and any applicable collective agreement.

The agreement can either be **for a fixed term or an open term**. It must clearly outline the number of days allocated for remote work, the designated rest periods, and the measures required to uphold employees' right to disconnect.

The employer is required to provide both the worker and the Head of the Prevention and Protection Service with an **annual report**. This report must identify **general and specific risks** related to the particular type of work activities being performed.

The employer is required to notify the identity of each worker involved and the dates of starting or ending agile work within five days of these events. If this **notification is not made**, an **administrative fine** ranging from € 100 to € 500 will be imposed for each affected worker.

#4 The settlement offer



According to Article 6 of Legislative Decree no. 23/2015, the employer staffing more than 15 employees may offer the dismissed employee an amount equal to one monthly salary (total compensation) for each year of service accrued, in any case between no lower than three and no higher than twenty-seven monthly salaries (so-called "**settlement offer**"). As a result, the employee receives the entire amount **without taxation** since it does not constitute taxable income or social security contributions.

The offer must be paid **exclusively through a cashier's check** and accepted before one authorised venue, **no later than 60 days** since the communication of the dismissal.

Accepting the offer **only requires employees to waive their right to challenge the dismissal**. Therefore, it is also necessary to set aside a separate settlement amount for any potential claims related to other aspects of the employment relationship.

#5 The provision measure



According to section 14 of Italian Legislative Decree no. 124/2004, when the inspective staff from the Italian National Labour Inspectorate (INL) detects a labour or social security **infringement** that is not already subject to any criminal or administrative penalty (e.g., when the mandatory severance pay (TFR) is regularly paid in the monthly payslip), it may adopt a "**provision**" measure.

The latter is an immediately effective order, through which the involved employer is compelled to **delete any irregularities** found during the inspection executed by the INL within a specific timeframe.

In the event of non-compliance with the provisions outlined in this measure, the defaulting employer risks the imposition of an **administrative fine ranging from EUR 500 to EUR 3,000**.

Employers not agreeing with the received provision may **challenge it within fifteen days** before the Director of the competent Local Labour Inspectorate, which shall reply no later than fifteen days after receiving it. During this period, the provision remains enforceable.

#6 The transfer of employee



According to **Article 2103 of the Civil Code**, an employee can only be transferred from one office of a company to another if there are **proven technical, organisational, or production reasons**.

The decision to transfer an employee reflects the company's entrepreneurial freedom, provided that valid objective reasons support it.

If an **employee challenges the transfer decision**, the employer must prove that the reasons for the transfer are valid.

On the other hand, if the employee alleges that the **transfer is discriminatory**, even when valid objective reasons exist, it is the employee's responsibility to demonstrate the underlying discriminatory intent behind the transfer.

Additionally, under Article 22 of Law 300/1970, **transferring company union representatives** from one production unit to another requires prior authorisation from their respective trade unions.

#7 Posting of employee



Employee **secondment** (Art. 30, Legislative Decree 276/2003) occurs when an employer (so-called *seconding party*), to satisfy its interest, temporarily places an employee at the disposal of another party (so-called *secondee*) for the performance of a specific work activity.

Therefore, secondment is legitimate if the following **requirements** are met:

- specific **interest of the seconding party**;
- **temporary** nature of the secondment;
- performance of a **specific work activity** at the seconding party.

The posting employer remains **responsible** for the economic and normative treatment in favour of the employee.

In the case of an unlawful posting, the seconding employer and the secondee may be **sanctioned** with imprisonment of up to one month or the imposition of an administrative penalty of EUR 60 for each day of posting, for each employee, between a minimum of EUR 5,000 and a maximum of EUR 50,000.

#8 News about Paternity Leave



Paternity leave (Article 27-bis, Legislative Decree No. 151/2001) grants working fathers the right to take ten working days off work, which can be taken daily, even intermittently, during the two months before the expected date of birth and within the five months following the birth.

During this period, the employee is entitled to **a daily allowance** equal to 100% of his salary.

A recent decision by the Constitutional Court (no. 115/2025) declared Article 27-bis of the aforementioned decree to be unlawful, as it did not allow the **intended mother** in legally recognised same-sex couples to take such leave.

An employer's refusal to grant compulsory parental leave is punishable by an **administrative penalty** ranging from EUR 516 to EUR 2,582.

#9 Agile working



The performance of work in **agile working** mode (sections 18 and ff., Law No. 81 of May 22nd, 2017) is a form of remote working which is executed **partly inside and partly outside the company premises**, using company devices provided by the employer, within the limits of the daily and weekly working hours a set by national regulations and by the applicable NCBA.

Employers shall **prioritise**, before other employees, workers with dependent children under the age of thirteen or with disabilities, workers with disabilities themselves or those who act as caregivers, should they require benefit from such a working regime.

To implement this work regime, employers shall execute a dedicated **individual agile working agreement** with each employee concerned. Within five days of the beginning and termination of remote working, the employer is required to formally notify the Italian Ministry of Labour of the names of the affected employees, along with the relevant start and end dates.

In the event of non-compliance, the applicable law provides for an **administrative fine** on the employer, ranging **from EUR 100 to EUR 500 for each employee concerned**.

#10 Availability allowance



The "**availability allowance**" is a type of compensation given to employees who are **on standby outside of their regular working hours**, ready to step in and work if needed.

While the law does not specifically regulate standby allowances, their specifics are typically outlined in national, company, or regional **collective bargaining agreements**.

If such collective agreements are not in place, **employees cannot be required to engage in availability duties without their consent**.

On-call availability entails a **commitment** where the employer can reach out to the employee, which may lead to actual work tasks or waiting for potential assignments.

However, if the terms governing this availability impose **significant restrictions** on the employee's ability to freely manage their personal time, such on-call availability should indeed be counted as **part of their working hours**.

#11 Availability allowance



Teleworking is a work method that enables employees to perform their tasks from **outside the company's offices**.

Through an **individual agreement**, both the employer and employee can specify the location and methods for conducting remote work, utilising IT and telecommunication tools provided by the company.

In contrast to **remote working**, which allows employees to split their time between the office and other locations without a fixed workspace - within certain maximum working hours - teleworking involves employees **consistently working from a predetermined location outside the company's premises, secured by the employer**.

Additionally, while **agile work** serves as a "work arrangement" that can be mutually agreed upon and can be **ended unilaterally** by either party as stipulated by law or the signed agreement, the concept of **reversibility in the telework relationship** must be explicitly addressed through either an individual or a collective agreement.

#12 Performance Improvement Plan



The **“PIP” (Performance Improvement Plan)** is an instrument employers use to monitor the performance of employees who, according to company standards, are not performing adequately.

The objective of the PIP is to **improve the employee's work performance** through a **detailed analysis** of the areas for performance intervention and the corporate support tools made available to the employee for this purpose.

More specifically, in the document given to the employee, the employer outlines the **activities to be improved**, the **objectives to be achieved**, and the **related timelines**, also specifying the evaluation parameters.

At the end of the PIP, if the **performance evaluation is not considered sufficient** in relation to company standards and in line with that of colleagues performing the same job, the employer may initiate **disciplinary proceedings** that, in the most serious cases, may also result in **dismissal**.

For further information



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