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## PEAMBLE

This document implements the provisions of the Memorandum of Understanding executed by representatives of FISASCAT-CISL and UILTUCS-UIL, and the US Forces Joint Civilian Personnel Committee for Italy on 12 May 1981. It reflects agreed upon Conditions of Employment for Italian and other non-US civilian personnel employed by the US Forces in Italy.

This document supersedes the Conditions of Employment dated 1 January 1993 as well as any employer provisions in conflict with this document, except where more favorable conditions contained in local US Forces' publications exist as of 11 Oct 1984.

## ARTICLE 1

## JOINT RESOLUTION OF DISPUTES

1. With respect to the particular and sensitive mission of the U.S. Forces within the framework of the NATO Alliance, it is recognized that installations must be operative around the clock. In consideration of this requirement and the need to guarantee the development of proper labor relations, the parties subscribe to the establishment of procedures for joint resolution of disputes:

a. At the local installation a committee will be established comprised of two representatives from each party to deal with matters within the determination authority of the local commander which are collective in nature or are critical to the maintenance of proper and harmonious labor relations. Prior to any form of strike action, the committee shall convene. They will meet within 7 calendar days following receipt of written request of either party. All discussions of the committee will be in Italian and English, with the employer responsible for providing interpretation services. Upon conclusion of the discussions, a summary of the outcome will be prepared in writing and signed by the parties. If resolution is not reached within 15 calendar days of the initial meeting, each party will be free to take action deemed appropriate.

b. If the dispute involves more than one installation or service, the national secretaries of FISASCAT-CISL and UILTUCS-UIL will contact the JCPC Italy, outlining the problem and the desired resolution. The JCPC Italy will respond within 20 calendar days following receipt of the notice.

2. In either situation, pending deliberations, the parties will suspend implementation of the planned actions. However, the decisions of the Base Commander or designated representative, or the JCPC, pertaining to questions essential to safety, security and efficiency of the base or U.S. Forces operations will not be suspended.

## ARTICLE 2

## UNION REPRESENTATION

1. The U.S. Forces have established a relationship with FISASCAT-CISL and UILTUCS-UIL. Matters appropriate for consultation are specified in the preamble to the Memorandum of Understanding of 12 May 1981 (Attach. 7). In order to ensure orderly and effective labor relations, three levels of relationship are recognized:

a. National Representation. At this level the relationship is between JCPC Italy and the national union structures. The purpose of this relationship is the joint development and renewal of the Conditions of Employment and the joint review and resolution of matters that affect collective interests of the employees of more than one service, or that because of their importance or their policy nature impact critically on the labor relations of the U.S. Forces in Italy.

b. Local Representation. Local union delegations represent installation employees. They assist and protect the interest of both union members and non-members within the intent of the Conditions of Employment. The primary role of the local union delegations is to contribute to the maintenance of normal relationships between workers and management at the installation level, for the regular carrying out of operations, in a spirit of cooperation and mutual understanding. Union delegates are committed in a common undertaking with management to attempt to resolve local disputes as well as group and individual grievances of the installation employees under the terms of this document.

c. In-country Service Representation. As necessary, to establish and maintain dialogue with the highest in-country level of command for any of the three services or for the head office of the Exchanges, an ad-hoc union coordinator or coordinating structure may be designated by the National unions in consulting with the appropriate JCPC service member.

## ARTICLE 3

## CONSULTATION AT THE LOCAL LEVEL

1. The local delegations will be allowed to consult with the local representative of the employer (normally the Civilian Personnel Office) on appropriate matters as stated in this document provided such matters are within the scope of authority of the local command. The local representative of the employer will give full consideration to such matters. Consultation will be in a cooperative and friendly manner. When subjects are of concern to other installations or the U.S. Forces in general, and therefore, not appropriate for discussion at the local level, the representative of the employer will so advise the union delegation.

2. The local representative of the employer and labor delegations may schedule meetings to discuss local subjects on a regular or "as needed" basis. Minutes of these meetings may be kept by either group. However, there will be no requirement for either party to agree to and sign the minutes prepared by the other party. Likewise, there will be no requirement to develop a mutually agreed to protocol.

3. Employer-initiated actions which affect the Italian workforce at an installation will be communicated to the local unions prior to implementation.

4. On a periodic basis the unions will be advised of matters of interest to employees.

## ARTICLE 4

## POSTING OF UNION LITERATURE

1. The local representative of the employer will permit union notices, bulletins, or other literature to be posted in designated areas. The unions agree that material which may disrupt orderly relations will not be posted. The posting privilege applies to the unions signatory to this document and their local delegations. Union literature to be posted must bear the signature of the installation level union coordinator. A copy of the material to be posted will be provided at the same time to the Civilian Personnel Office. Any other material requires advance approval on the part of the local representative of the employer and, if posted without advance approval, may be removed.

2. The employer will provide an adequate number of bulletin boards at each installation for the posting of union literature. The specific number and location of these bulletin boards will be determined by agreement at the local level.

3. The union delegation may distribute information during non work hours at the installation mensa, subject to review of the material and prior concurrence by the installation Civilian Personnel Office. At those installations where a mensa has not been established, distribution may take place at locations designated by management for exclusive use as lunch rooms for Italian civilian employees.

## ARTICLE 5

## UNION LEAVE

1. National Union Leave. The aggregate annual pool for national union representatives of both unions is 8,300 hours. Eligibility is limited to 14 U.S. Forces employees holding office in the national union structures of each union (28 officials for both unions). This pool will be divided as follows: FISASCAT-CISL 4,150 hours per year and UILTUCS-UIL 4,150 hours per year.

2. Regional/Provincial Union Leave. Each union is allotted an annual pool of 400 hours of regional/provincial union leave. Eligibility is limited to those individuals who are employees of the U.S. Forces and hold a regional or provincial union office.

3. Local Union Leave. A pool of hours for local union use is established on the basis of 1.35 hours per employee per annum to be shared by the two (2) unions. The local representative of the employer will advise the unions of the specific number of hours available for the installation by 15 January each year. The local union delegation will mutually agree on sharing the pool and advise the local representative of the employer of the agreed-to apportionment and the names of those who are entitled to use local union leave by 31 January each year.

4. An individual's entitlement to union leave is based on the union office held. If an individual concurrently holds more than one office, leave may be drawn from more than one pool. Individuals who hold only local office will draw exclusively from the local pool, to include participation in national level sessions.

5. Within some reasonable period after the effective date of this document a new list of national representatives will be provided by the national structure of the union organizations, showing the respective allocation of the union leave. From then on, until further notification, the same names and individual leave amounts will remain valid. The same will apply for regional and provincial representatives.

6. No charge to union leave will be made in conjunction with:

a. Meetings with JCPC subcommittees not to exceed one attendee per union per session.

b. Meetings at the local level requested by the CPO.

c. Meetings with the JCPC subcommittee held for the purpose of conducting the triennial review of the Conditions of Employment not to exceed one attendee per union per installation per session.

d. Time required to travel to and from the place of meeting in all of the situations listed above.

7. Union leave is granted for the sole and specific purpose of conducting union activities. Requests for union leave will be made, in writing, to the Civilian Personnel Office of the activity in which the union representative is employed. They will specify the type (national, regional or local) and amount of leave to be used and the names of the individuals who will be using the leave. When local union representatives leave their place of work to conduct union business elsewhere, they will notify the appropriate supervisors when entering and leaving worksites.

8. Whenever union leave cannot be granted for the period requested, the Civilian Personnel Office will notify the head of the cognizant union as soon as possible. The head of the cognizant union will take appropriate action after reviewing the reasons given by the Civilian Personnel Office for refusing to grant the leave.

## ARTICLE 6

## ASSEMBLIES

1. Employees are entitled to hold assemblies on post during duty hours up to a maximum of ten (10) hours per calendar year without charge to leave or loss of pay. Assemblies may be called by either one or both unions for all employees of the installation, or for a smaller organizational segment of the installation, as long as the segment involves recognizable organizational units. When the assembly is called for less than the entire installation, assembly time will be charged only for the unit(s) for which the assembly is called. When an assembly has been held, computation of the amount of assembly hours used will be based on the premise that all the employees of the installation or of the unit(s) involved were considered to have attended, except as provided in paragraph 2 below.

2. The minimum number of employees required to ensure essential operations, security and safety will be exempted from participation in assemblies. When it is necessary to exempt a significant number of employees from participation, the Civilian Personnel Office will advise the union representatives during the assembly coordination process described below. The unions may elect to hold a one-time, make-up assembly at no additional charge to assembly hours for employees who are unable to attend because of operational requirements. Arrangements for the make-up assembly will be made at the same time as those for the original assembly. There will be no charge to union leave for the make-up session for one union representative per union. It is understood that employees prevented from attending the main assembly due to operating reasons will be free to attend the make-up assembly.

3. The assembly must be requested in writing by the installation representative for the union concerned. The request must reach the installation commander, or his designated representative, who will coordinate with the other organizations on the installation, at least five (5) work days before the desired date of the assembly. The request must:

a. Specify the desired date, time, place and duration of the meeting; the organizational units involved; and the expected number of attendees.

b. Include an agenda.

4. Upon receipt of the request for an assembly, the installation commander or his designated representative will:

a. Review the request for compliance with paragraph 3 above.

b. Authorize the assembly as proposed or subject to change in date, time, place or attendance as may be dictated by operating needs or security requirements. In the event changes are to be considered, they will be discussed and coordinated in advance with the requesting union(s). Normally, no more than one (1) hour is allotted to each meeting on duty time, preferably at the end of the daily shift.

## ARTICLE 7

## REFERENDUM

The employer will permit the holding of referendums at the installation outside duty hours. A referendum must be connected with questions related to union activities and must be requested, held and conducted jointly by both unions. Requests must be submitted in writing to the installation commander or designated representative for approval and agreement on necessary procedures.

## ARTICLE 8

## UNION DUES

1. The employer will withhold union dues from union members by payroll deduction provided that each member has signed a statement indicating union affiliation and consenting to the withholding of union dues.

2. The National Union structure will provide the employer written notice of the amount to be withheld, the date the amount becomes effective, and the organization to which the amounts are to be paid.

3. Only one statement for each employee and only one union affiliation will be accepted. Employees may stop payment of union dues by written notification to the Civilian Personnel Office, which will provide a copy to the appropriate union.

4. In case of cancellation or change of union affiliation, union dues will be paid to the former union until December 31st of the calendar year.

## ARTICLE 9

## CULTURAL, RECREATIONAL AND WELFARE ACTIVITIES

Consistent with the employer's regulations governing the organization and management of social programs, cultural, recreational and welfare activities sponsored by the employer for the exclusive or predominant benefit of Italian civilian employees, will be managed by groups constituted in the majority by employee representatives.

## ARTICLE 10

## RECRUITMENT AND PLACEMENT

1. To the maximum extent consistent with operating requirements, the employer:

a. Will satisfy newly established manpower needs through employment of Italian personnel; and,

b. Will continue to ensure that continuing positions, when vacated by Italians, will be refilled by Italians. More specifically, substitution of U.S. employees for Italian employees is strictly forbidden. In the exceptional event of the need to substitute a U.S. citizen employee for an Italian, prior consultation will take place with the local union representatives. The criteria to be considered will include sensitivity/security clearance, availability of skills, agreed upon conditions of employment, etc. The union and the employer subscribe to maintaining job security for all employees covered by these conditions of employment.

2. The employer will determine the number of personnel required. Applicants will be selected by the employer through competition on the basis of merit, fitness, training and experience. A physical handicap which will not interfere with an individual's ability to perform the job for which he/she is applying shall not preclude consideration for employment. Only candidates who have reached their eighteenth birthday will be considered for employment.

3. Employees will undergo periodic physical examinations performed by the installation medical authorities for individual and collective medicine purposes and in consideration of environmental factors. The local representative of the employer will provide the union organizations with the annual preventive medicine program. The results of such examinations will not be used to initiate any termination action without the prior concurrence of the Italian medical authorities.

4. Notification of employment will be written in Italian indicating:

a. The type of employment (Indefinite Full-Time; Indefinite Part-Time; Temporary Full-Time; or Temporary Part-Time).

b. The date employment begins.

c. The date temporary employment ends.

d. The employing organization.

e. The number of work hours per week.

f. The position title, the category (Operai, Impiegati, or Quadri), and the grade level of assignment.

g. The in-hiring rate of compensation.

The employee will be required to acknowledge in writing that the above information has been given him/her.

5. The employee being hired will provide full information pertaining to his/her official residence and habitual address to the employer, and will make subsequent changes known as they occur.

6. Making a false or misleading statement in the application for employment or in the process of being hired may be cause for separation.

## ARTICLE 11

## TYPES OF EMPLOYMENT

1. Indefinite Employment. This is employment for which no specific time limitation is made in writing at the time of appointment.

2. Temporary Employment. This is employment limited to the period of time necessary to meet a temporary work requirement such as seasonal peaks, substitution for absent employees or performance of work the duration of which is limited and can be determined in advance. It expires automatically on the date shown in the notification of employment document unless extended in writing. An appointment may not be extended more than once and the extension may not exceed the duration of the original appointment.

3. Part-time Employment.

a. This is employment, either temporary or indefinite, with a regularly scheduled tour of duty of less than 40 hours per week.

b. Part-time employees may exceed their weekly tour of duty as stipulated in their employment agreement provided the following procedures are observed:

(1) All part-time employees on the rolls as of the date of implementation of this document will be polled to ascertain those who are available and willing to work supplemental hours. This poll will be conducted at the installation level with the joint participation of the Civilian Personnel Office and the union delegation. The poll will be repeated each year. Part-time employees hired between polls may not have their hours extended until their availability is ascertained during the next annual poll. The part-time employee will be asked to certify in writing, on a document to be jointly developed by the Civilian Personnel Office and the union delegation, one of the following choices:

(a) I am not willing to have my hours extended.

(b) I am willing to have my hours extended on an exceptional basis such as for training or temporary duty travel.

(c) I am willing to have my hours extended as operational needs dictate.

(2) The certification document for those employees who indicate willingness to work extended hours will be filed in their official personnel folder.

(3) On each occasion, management must ascertain the employee's availability to work supplemental hours before actually requiring such work. Once agreement is reached and work is scheduled, the employee will be required to work the supplemental hours, unless excused for valid reasons. Management must advise the servicing CPO which will in turn notify the unions.

(4) An employee's decision to work supplemental hours must be voluntary. Employees who at the initial polling, or subsequent annual pollings, or at confirmation time prior to actual scheduling, do not volunteer to work supplemental hours will not be scheduled for same.

(5) Supplemental work will be compensated at 105 percent of the hourly rate of normal pay for work up to 40 hours per week. The overtime rate will apply for work in excess of 40 hours per week, in accordance with article 42.

(6) The unions will be provided with an annual report of the supplemental hours worked by part-time employees during the previous calendar year, including a list of the organizations in which it occurred.

## ARTICLE 12

## TRIAL PERIOD

1. All employees are required to serve a trial period. At the time of hire, the employee will be given a written notification of the requirement for a trial period and its duration. During the trial period, the employee or the employer may unilaterally terminate the employment relationship without advance notice.

2. The length of the trial period varies depending on the grade level as follows:

a. Grades U-10 through U-8 and E-1 through E-3 - 30 days of actual performance.

b. Grades U-7, U-6 and E-4 through E-6 - 50 days of actual performance.

c. Grades U-5 through U-3, and E-7 through E-9 - 70 days of actual performance.

d. Grades U-2 and above, and grade E-10 - 100 days of actual performance.

3. In recognition of the possible need of employees in trial periods for some time off for emergencies, use of paid permessi in the same manner as authorized for other employees is authorized during the trial period. Payment is granted for absences in conjunction with annual days of rest as provided under art. 18 para 8f, or with legal holidays. Payment is also granted for holidays falling on a Sunday. All other pay entitlements during periods of absence are confined to the benefits made available by the appropriate insurance agency, if any, without supplementation on the part of the employer.

4. A trial period is extended by the number of days of absence from work during the respective period. This includes absences due to permessi, holidays and rest days. In counting permessi towards extension periods, the cumulative total will be rounded down to full days.

5. During the trial period, the employee is entitled to the rate of pay appropriate for the grade level at which hired.

6. Upon satisfactory completion of the trial period, employees

are entitled to service credits retroactive to the date of appointment. No adjustments are made for any absences during the trial period.

## ARTICLE 13

## WORK ASSIGNMENTS, PROMOTIONS AND DETAILS

1. Employees will perform the duties for which hired or to which subsequently reassigned.

2. Any permanent reassignment to another position, equivalent to that previously held, will be accomplished based on, and in accordance with, valid organizational and environmental requirements.

3. Performance of duties other than those of normal assignment and which are not needed for reasons of security, safety, or sanitation, may only be required to meet emergencies or needs of a short duration which cannot be satisfied through the use of normal resources.

4. When it is ascertained that on the basis of the grading plan, the duties currently required and performed fall at a lower grade level, the employee will retain his/her grade and pay benefits treatment, pending assignment to another position at the same grade level and employment category (Operai/Impiegati/Quadri) as those held.

5. When vacant permanent positions are filled by promotion, such promotions will be made competitively. The requirements to compete are those indicated in ATTACHMENT 1 and include:

a. Work experience related to the required duties.

b. Education/training, either as a mandatory requirement or as a substitute for experience.

c. Other job-related qualifications.

Testing may be utilized to determine qualification. Employer-required training will be borne by the employer.

6. Employees may be temporarily assigned to higher level graded duties. Official temporary assignments requiring full performance of the duties of higher level positions will be appropriately compensated and will be recorded in the personnel file. There will be no entitlement to higher level compensation for assignments caused by occasional situations.

7. Temporary assignments to higher level positions may not exceed three (3) months except when replacing an employee having return rights to that position. The same exception applies to spaces designated for occupancy by U.S. personnel whether civilian or military.

## ARTICLE 14

## CARRER MOBILITY AND PERSONNEL ACTIONS

1. Movements resulting in changes from Impiegati to Operai status, whether at the same or higher grade are prohibited.

2. A promotion is a change to higher grade within the same unified grading plan. If the sum of base pay and third element scheduled for the new grade is higher notwithstanding a lower third element rate, the scheduled third element for the new grade is assigned.

3. A change from Operai to Impiegati duties allocated at the same grade level represents a reassignment. If the change is to a lower third element, the difference is matched by payment of an absorbable personal supplement.

4. An employee's position may be reclassified to lower grade as indicated in paragraph 4, article 13. Movements to lower grade positions may be effected by management action or at the request of the employee if acceptable to management. Examples would be an employee's incapacitation to perform the duties of his/her position, or a transfer to a lower grade position in a functional area offering greater career opportunities. In these instances employees will retain the grade, pay and benefits previously in effect.

5. Employer initiated or employee requested and approved personnel movements between different positions, localities, organizations and different sources of funds will not result in termination of employment followed by a new appointment.

6. Financial restriction placed by U.S. law or service regulations governing the expenditure of funds may require that, in some cases, employment benefits accrued through the date of the change be liquidated in a lump-sum. Any such payment, including end-of-employment pay, will be considered as an advance payment for all purposes.

7. A change from full-time to part-time employment may be authorized subject to written agreement showing the employee's request for the change and the reasons therefor, the pay and benefit changes resulting from the change, and the employment conditions inherent in part-time employment. Pay and benefits are reduced in proportion to the workweek reduction beginning on the date of the change.

## ARTICLE 15

## SKILLS AND CAREER DEVELOPMENT

1. The employer may provide for skills and career development for employees within the framework of the civilian employee career development program. Courses will be accomplished normally during regular duty hours.

2. The employer will discuss with the unions training programs planned to meet major changes in work organization, work methods, and/or technology when such training impacts a large segment of the workforce.

3. Employees will participate in development activities as required by the employer and are expected to improve their skills and knowledge through self-development.

## ARTICLE 16

## TRANSFER OF EMPLOYEES

1. Indefinite reassignment between worksites within the commuting area wherein the base is located may be effected for demonstrated technical/operational reasons. Employee entitlements in conjunction with, and as result of these reassignments, will be as established under these conditions of employment.

2. Employees may be assigned or reassigned to positions within the same commuting area without constituting a transfer. The commuting area for an installation is any location within a 65 kilometer radius.

3. When an employee actually changes domicile as a result of transfer to another installation in a different commuting area without a break in service, and actually relocates his/her family, as appropriate, the following benefits apply:

a. For management initiated transfer:

(1) Thirty (30) days advance notice unless otherwise agreed between management and employee.

(2) Per diem (employee only), for the actual duration of necessary travel.

(3) Travel at employer expense for the employee and accompanying dependents.

(4) Shipment of household goods at employer expense (not to exceed the weight limit established in the JTR, Volume II).

(5) Pay of "dislocation allowance" to include:

(a) One (1) month's pay consisting of Base Pay, Contingenza, and Third Element.

(b) Reimbursement of penalty for up to three (3) months' rent if applicable.

(6) Three (3) days administrative leave to consummate the move.

b. When the transfer is requested by the employee and approved by the employer, only items (2), (3), (4) and (6) above apply.

## ARTICLE 17

## TEMPORARY DUTY TRAVEL

1. Employees may be required to perform temporary duty travel(TDY) in order to accomplish the mission of the employer. The travel of employees shall be directed only for those purposes and by those means of transportation as are clearly in the best interests of the employer. Employees shall not travel or be required to travel except under the conditions and procedures prescribed by the appropriate regulations.

2. Entitlements under this article are for official travel only. Travel is considered official after travel orders have been issued by proper authority. Requests for payment of per diem allowances and other authorized reimbursements are to be filed within the prescribed time limits after completion of travel. Procedures governing computation of per diem and reimbursement of travel expenses are as prescribed by Volume 2, DOD Joint Travel Regulations.

3. Employees required to travel for official duty on non-duty hours are entitled to paid compensatory time-off for each hour of such travel. Professional drivers or employees acting as drivers will be paid in accordance with the overtime regulations for each hour actually worked as a driver.

4. Employees required to travel on TDY to foreign countries providing medical assistance through bilateral agreements will be granted paid administrative leave for the time necessary to obtain the required documents issued by the Italian health authorities for sickness and job-connected accident coverage. Eventual costs for the request or the issue of such documents will be borne by the employer.

5. Employees may buy insurance coverage for cost of hospitalization or medical treatment not paid by the Italian National Health Plan for illness or injury during TDY outside Italy in countries without bilateral agreements. The cost of the insurance will be borne by the employer.

6. TDY expenses will be advanced by the employer in an amount not less than 80% of the estimated cost.

## ARTICLE 18

## BASIC WORKWEEK AND HOURS OF WORK

1. Weekly tours of duty are as follows:

a. 40 hours per week for Quadri, Impiegati and Operai except as otherwise provided under b. below. Normally, the weekly 40 hours of work will be scheduled on five (5) 8-hour workdays, Monday through Friday. However, different arrangements may be necessary to meet the operational needs of the employer.

b. Up to an average of 48 hours per week may be regularly scheduled for employees performing discontinuous or standby duties. Firefighters may be regularly scheduled for up to an average of three (3) 24-hour shifts per week, each consisting of 16 hours of work and 8 hours of scheduled rest at or near the fire station at facilities provided by the employer.

2. Work schedules specifying workdays, hours of work per day, starting and quitting time, and time and duration of lunch periods shall be established and published by the employer. Changes in work schedules shall be published as far in advance as possible but not less than three (3) workdays before the effective date of the change. Changes to work schedules are made to meet valid operating requirements. They may not be made to circumvent an employee's normal entitlements to compensation for overtime, holiday benefits or weekly day of rest.

3. Regularly scheduled lunch periods of not less than 30 minutes shall be provided for daily tours of duty of eight (8) hours or more. These lunch periods are not considered worktime for compensation purposes.

4. Where the work organization requires that the employee remain at the worksite during lunch, lunch periods of 30 minutes will be authorized and compensated as time worked.

5. Where shift arrangements are in effect or may be placed into effect, employees who attend regular courses of study in accredited primary, secondary or vocational training schools will have their tour of duty adjusted as needed to facilitate class attendance and examination preparation.

6. Rest periods with pay of no more than 15 minutes in each four (4) hours of continuous work may be established. Rest periods are intended only for positions where the nature of the task or distance to rest rooms makes them necessary.

7. Based on results of the annual wage survey the annual workhours may be reduced. Reductions are granted as rest days, permessi or pay, as agreed upon between the Joint Civilian Personnel Committee and the national union structures.

8. The following applies to rest days representing an annual workhour reduction.

a. As of the effective date of this document, six rest days are in effect for the calendar year. Three rest days are decided by management and three are decided by the local unions on an installation by installation basis. The union organizations will communicate their selection within 30 calendar days of the effective date of annual wage increases, and in any event after notice by the command of its selection of the annual rest days.

b. All employees, including those appointed or separated during the year, those on temporary appointments and part-time employees will be off on rest days which occur during their period of service. There is no entitlement to any adjustment because of length of service in the year, except as provided under para. 10 below.

c. Employees who are absent without approval on the workday before a day of rest or for whom the day of rest falls within a period of leave without pay in excess of three days will not be paid for the day of rest.

d. If the rest day occurs during a period of annual leave, leave will not be charged. If the rest day occurs during a period of sick or maternity leave, the employee will be charged leave, but the rest day will be considered taken and will not be rescheduled.

e. On designated days of rest, employees will be excused from work with pay, except for those whose service are needed for valid operating reasons. If employees are required to work on a rest day, they will be given a substitute day off as soon as possible, normally within the next 30 days. If the rest day occurs on a scheduled non-workday, the employee will be provided

a substitute day of rest as soon as possible, normally within the next 30 days. Substitute days off will be arranged between the employee and the supervisor. No supplemental pay or premium pay is authorized.

f. Employees in their trial period are entitled to the rest day as long as they are in a pay status.

9. The following applies to "permessi":

a. Permessi are requested by the employee and approved by the supervisor under the same procedures as approval procedures for annual leave. When an employee requests an absence of less than one (1) day, this absence will be permessi until all permessi hours are exhausted.

b. As of 1 October each year, supervisors will be given an accounting of all unused permessi for their employees. Employees will be required to schedule use of remaining permessi before 31 December and supervisors must grant its use except for extremely unusual circumstances.

c. Permessi which remain unused by 31 December will be compensated at the overtime rate of pay. The only exception is when the employee was precluded from using permessi because of lengthy sick or maternity leave, or for separation or resignation occurring during the year. In this case, unused permessi will be compensated at the straight time rate.

10. Part-time employees are entitled to the annual workweek reduction, inclusive of both rest days and permessi, in proportion to their weekly tour of duty. Employees hired after 17 January or separated before 15 December are entitled, for the calendar year in which they began or terminated working, to an annual workhour reduction in proportion to creditable service.

## ARTICLE 19

## WEEKLY REST

Employees are entitled to a weekly day of rest, normally on Sunday. Employees whose scheduled tour of duty includes work on a Sunday will be provided a weekday off on a day other than Sunday. Employees who are required to work on the scheduled day of rest will receive the appropriate premium pay.

## ARTICLE 20

## HOLYDAYS

1. Paid holidays are listed below:

| | |
|---|---|
| January 1st | New Year's Day |
| January 6th | Epiphany Day |
| The day after Easter | Easter Monday |
| April 25th | Liberation Day |
| May 1st | Labor Day |
| First Sunday in June | Republic Day |
| August 15th | Assumption Day |
| November 1st | All Saint's day |
| First Sunday in November | National Unity Day |
| December 8th | Immaculate Conception Day |
| December 25th | Christmas Day |
| December 26th | St. Stephen's Day |

Locally designated Patron Saint's day. If it falls on one of the above 12 legal holidays, the local representative of the employer designates another date.

2. On the above holidays, employees shall be excused from work without charge to leave or loss in pay, except those required for services essential for the operation of the installation. Employees who are absent from work without approval on the workday preceding the holiday forfeit pay for that holiday. Also, no payments are made for a holiday which falls within a period of leave without pay in excess of three (3) days.

3. All personnel are entitled to one (1) day's extra pay for each holiday falling on a calendar Sunday, including Republic Day and National unity Day. Payment is computed as follows:

a. If employed on a full-time basis, eight (8) hours of normal pay.

b. If employed on a part-time basis, normal pay for a number of hours consisting of the weekly tour of duty divided by five.

4. Two (2) of four (4) former religious holidays have been replaced by days of rest. With the exception of the department of Defense teachers, these two (2) days are scheduled by management, taking operational needs into consideration. Upon request, school teachers may be granted these two (2) days during the school year for personal reasons, but only after exhausting any permessi granted as part of the annual workhour reduction (article 18, paragraph 9). Otherwise, school teachers will enjoy these rest days at the same time as other employees.

## ARTICLE 21

## ANNUAL LEAVE

1. For each calendar year, employees are entitled to the following amount of annual leave which includes two (2) of the former four (4) religious holidays:

| CREDITABLE SERVICE | OPERAI | IMPIEGATI |
|---|---|---|
| Each of the first 10 years | 22 | 22 |
| From the 11th through the 15th year | 24 | 24 |
| From the 16th through the 20th year | 25 | 28 |
| Over 20 years | 26 | 28 |

2. The annual leave entitlement will be reviewed in the annual wage survey.

3. One (1) day of annual leave equals eight (8) hours of leave for employees assigned to the 40-hour workweek.

4. Annual leave is an entitlement the employee may not renounce. The employee who willfully fails to take approved leave forfeits such leave. All of the annual leave entitlement is available for use by the employee on 1 January of each year or upon completion of the trial period, whichever is later. Leave periods are scheduled by the employer taking into consideration employee preference consistent with operating requirements.

5. Annual leave is charged at the rate of one (1) hour for each hour of absence from scheduled working hours during the leave period. Leave will not be charged for absence on a holiday within the leave period.

6. Employees assigned to U.S. Forces schools will be required to take all of their annual leave during the school recess periods.

7. All annual leave will be taken during the year of accrual. Authorized exceptions are:

a. Leave not taken because of illness or injury which extend beyond the end of the calendar year is carried forward to the subsequent year and granted as soon as possible after the employee's return to duty.

b. Leave not granted during the year due to valid operating requirements, difficulties in leave planning or similar reasons, will be taken during the first four (4) months of the new calendar year.

c. Leave earned during a trial period started in a calendar year and successfully completed the next year is added to the entitlement for the year in which the trial period is completed.

d. Leave balances for draftees and recalls of the Italian Armed Forces are added to the entitlement for the year in which they return to duty.

8. If an employee's annual leave is exhausted by 1 October, up to 40 hours of the next year's annual leave may be advanced.

9. Upon termination of employment, the unused portion of annual leave earned during the year of separation will be paid in a lump-sum. Unused annual leave carried over from the previous year if granted in accordance with the criteria set forth in paragraph 7, will be included in the lump-sum payment.

10. Upon employee's request, at least two (2) weeks continuous annual leave will be granted during the period from June through September.

11. When the leave period exceeds two (2) weeks, employees may request an advance payment for the wages or salaries for the period to be taken.

## ARTICLE 22

## ABSENCE AND LEAVE

1. Absence without leave is unjustified absence without pay.

2. In conjunction with the marriage of an employee after completion of the trial period, a marriage leave of fifteen (15) consecutive calendar days with pay is granted. Marriage leave is not chargeable as annual leave and may not be taken as part of the advance notice period of separation. If both man and wife are employees of the U.S. Forces, both are eligible for marriage leave. If wages are paid by an Italian agency, no payment is to be made by the employer unless supplemental pay is required to ensure full compensation.

3. Employees will be granted up to three (3) paid administrative leave beginning the day of death of a close relative (spouse, children, parents, brothers, sisters and parents of spouse) or the following day.

4. Time off without loss in pay is granted when an employee is summoned as a witness on behalf of, or in the best interests of the employer.

5. Employees ordered to report for military draft examination are provided paid administrative leave for the time shown in the official orders.

6. Employees appointed to perform official electoral duties in national, European, regional, provincial and city elections and national or regional referendums are granted voting leave with pay for the time necessary for the accomplishment of the electoral services subject to appropriate certification. Requests for annual leave or leave without pay (LWOP) will be approved to permit employees to vote in distant residences.

7. Employees are entitled to a period of rest of 24 hours following the time of departure for blood donation, without charge to leave or loss in pay, provided donation is to a bank accredited by the Ministry of Health and a certificate is produced.

8. Employees may be excused from work without charge to leave or loss of pay not to exceed three (3) consecutive days in the following instances:

a. Closure of the installation by administrative order of the employer because of events beyond the control of employer or employees, such as extreme weather conditions, serious interruptions to public transportation, disaster, etc.

b. Closure of the activity because of sudden breakdown of machinery, power failure, managerial reasons such as taking inventory, retooling and other operational circumstances in which employees are relieved or prevented from working.

9. Leave without pay may be granted by management provided the employee has used all of the annual leave entitlement. LWOP must be requested in writing.

10. Extended leave without pay is granted upon written request to employees elected to national and regional parliament or other public office or appointed to national, regional or provincial union office for the duration of office.

11. Unless placed on furlough at their request, employees elected to city or provincial councils are entitled to remain absent from work for the entire day in which the respective council is summoned. Further, to participate in meetings of executive bodies, council eldermen are entitled to additional leave of absence up to a maximum aggregate of 24 work hours per month, raised to 48 for mayors and presidents of provincial administration. All of the above absences, properly documented by the employee, will be paid in full (except that the employer will obtain refund from the agency concerned, inclusive of social security contributions). Finally, if necessary for carrying out their mandate, all of the above employees are entitled to unpaid leave up to a maximum of 24 work hours per month.

12. Employees who attend regular courses of study in accredited primary or secondary schools or universities, are eligible for paid leave on workdays when examinations are taken. These employees are also eligible for two (2) hours paid leave a day for a maximum period of eight (8) days prior to any examination, and these leave hours may be accumulated at the employee's request, subject to management approval.

13. In order to attend specially designed courses leading to formal educational and/or diploma at primary or secondary levels, or courses that will improve job-related skills, an employee may be granted up to 150 hours paid leave in any three (3) year

period. This leave can all be taken in one (1) year. In all cases, leave will be granted only if school is held during duty hours. For courses leading to formal education, attendance at classes will be on a 50/50 basis - 50% on employer's time, chargeable as student leave, 50% on employee time. For courses which will improve an employee's skills, attendance will all be on the employer's time if considered justified by the Civilian Personnel Officer. Proof of attendance must be submitted. Absences from the course on days when student leave was approved will be charged to annual leave or leave without pay if sufficient annual leave is not available.

## ARTICLE 23

## SICK AND ACCIDENT LEAVE

1. Following completion of the trial period, leave is available in conjunction with absences due to incapacitation for work caused by illness or on the-job-injury.

a. Maximum periods of leave are as follows:

(1) If incapacitation is caused by on-the-job accident or occupational disease, 36 months.

(2) In cases of hospitalization for TB, 18 months.

(3) In all other cases, 12 months.

b. Absences occurring within 30 days following return to duty after use of sick leave will be regarded as an extension of the preceding sick leave period for all purposes.

c. Leave available to temporary employees will not extend beyond the scheduled date of expiration of employment.

d. Periods of sickness in excess of three (3) calendar days during annual leave are chargeable to sick leave if medical documentation certifies that illness is serious enough to impede recoupment of physical or mental energy.

2. Sick leave may also be approved:

a. For medical, dental or optical treatment; or

b. For absences required in connection with thermal cures not involving physical incapacity for work, provided the treatment is approved and paid for by the National Health Agency or the Social Security, and in any event with the limitations applicable to workers in the Italian public and private sectors.

3. Except as otherwise provided in paragraphs 4 and 5 below, compensation will be as follows:

a. Illness:

| Service | No. of Months at 100% of Pay | No. of Months at 50% of Pay | Maximum Pay Period |
|---|---|---|---|
| Up to 10 years | 4 | 4 | 8 |
| Over 10 to 15 years | 4 | 6 | 10 |
| Over 15 years | 6 | 6 | 12 |

b. On-the-job injury or occupational disease:

| Service | No. of Months at 100% of Pay | No. of Months at 75% of Pay | Maximum Pay Period |
|---|---|---|---|
| All employees | 6 | 6 | 12 |

c. Employees absent due to on-the-job injury during the probationary period will be entitled to the indemnity provided by INAIL in accordance with paragraph 3, article 12.

4. Entitlements under paragraph 3 above are inclusive of the indemnities paid to the employee by the appropriate Italian agency. Where the indemnities are paid through the employer, the aggregate benefit may not be less favorable to the employee than those under a direct payment system without supplementation. If necessary, compliance with this principle will be verified after the case is closed by both the agency and the servicing payroll office.

5. Absences which extend beyond the maximum paid period under paragraph 3 and up to the maximum leave period under paragraph 1 will be granted if requested by the employee and will be in a nonpay status.

6. The employer must be able to plan for continued operations in conjunction with employees' absence and to arrange for appropriate controls. In this regard, employees are required to adhere to the following procedures governing justification and certification of absences failing which the absence may be regarded as unjustified:

a. Requests for leave for medical appointments, specialized examinations or treatments will be brought to the attention of the supervisor as soon as possible but no later than 24 hours prior to the appointments.

b. Employees will notify the supervisor within midshift of the first day of absence unless prevented by justifiable reasons.

c. Normally the employee's signature on a local form will be sufficient to cover absences through two calendar days. Any absence beyond the second day requires a medical certificate. The employee who is unable to return to work at the beginning of his/her shift on the next regularly scheduled workday will inform the supervisor immediately and will produce a medical certificate. The medical certificate must be forwarded to the supervisor immediately.

d. An employee requesting leave due to illness while at work will give notice to the supervisor prior to leaving the worksite.

e. In particular cases, a medical certificate may be required to support any sick absence regardless of duration. In such cases, the employee will be so advised in writing.

f. An employee who is at a place other than his/her own regular residence while on sick or injury leave is required to notify the employer.

g. The employee shall give immediate notice of on-the job injury, including slight occurrences, to the immediate supervisor.

7. If absence extends beyond the leave entitlement, the employee may be separated.

8. In case of contagious disease, an employee may be required to produce certification of recovery for return to duty. In the event U.S. regulations are more stringent than those of Italy and do not permit the employee's return to his/her job, he/she will be granted paid administrative leave until permitted to resume work.

## ARTICLE 24

## PROTECTION OF FEMALE EMPLOYEES

1. Any discrimination based on sex is prohibited in connection with:

a. employment in any sector at any level

b. duties and responsibilities

c. grade level

d. career progression including training

e. pay

2. The following applies to all female personnel including apprentices and employees serving part-time appointments:

a. In order to establish eligibility for pregnancy benefits, an employee is required to furnish INPS (Italian social security) as well as the employer with a medical certificate of pregnancy.

b. During pregnancy and up to seven (7) months following delivery, an employee may not be assigned to carrying or lifting heavy objects, nor to hazardous, strenuous, or unhealthy work. The employee will be assigned to other duties, and retain her grade level and the corresponding wages or salary.

c. An employee is entitled to remain absent from work on a mandatory basis: during the two (2) months preceding the expected date of delivery; between the expected and the actual date of delivery, if the latter is later; and during the three (3) months following delivery. In case of grave complications, an employee is entitled to begin her mandatory absence at an earlier stage of pregnancy, on the basis of ad hoc authority issued by the labor inspectorate. During compulsory maternity leave, employees are entitled to regular pay. The employer supplements the INPS payment as necessary to match the employee's pay.

d. Upon completion of mandatory absence, a working mother may request and must be granted additional absence up to a maximum of six (6) months within the child's first year of life.

The employee's entitlement during optional absence is:

(1) 30% of regular pay paid by the employer if not disbursed by INPS.

(2) Full pay on holidays (including supplementation by the employer).

(3) Full period is credited for the sole purpose of end-of-employment pay, biennial seniority pay increments, and annual leave category only (accrual towards current leave year is excluded).

e. Employees with an annual leave carry-over from the previous year are entitled and required to exhaust such leave immediately upon completion of mandatory absence and prior to initiating any optional absence.

f. A spontaneous or medical interruption of pregnancy intervening prior to the 180th day from the onset of pregnancy will be considered as illness.

g. After the 180th day, an interruption is considered as delivery for all purposes, even if prior to the beginning of mandatory absence.

h. During the child's first three (3) years of age, a working mother is entitled to leave without pay in connection with illnesses of the child, documented by medical certificate.

i. Adopting and foster mothers are entitled to remain absent on a mandatory basis for the first three (3) months following the child's entry in the new family, if the child is not older than six (6) years. In addition, they are entitled to remain on an optional basis up to a maximum of six (6) months within one (1) year from the child's actual entry in the new family, if the child is not older than three (3) years. During mandatory and optional absence adopting mothers are entitled to pay in accordance with paragraphs 2c and 2d above.

j. During the child's first year of life working mothers must be granted two (2) rest periods of one (1) hour each per day, with pay, which can be accumulated on a daily basis, or one (1) rest period when the daily work schedule is less than six (6) hours. Breastfeeding mothers may not be required to work overtime.

k. Working fathers are entitled to absent themselves from work, and receive the pay provided for the benefits listed below in lieu of working mothers. In these cases, the father will furnish the employer with a statement from the mother's employer certifying the renunciation of her entitlement.

(1) Optional after-delivery absence.

(2) LWOP in connection with child's illness (age not above three (3) years).

(3) Daily rest periods (age not above one (1) year).

3. Working women have a right to job preservation as follows:

a. Working women may not be separated during the period from the onset of pregnancy to the child's first birthday, except for just cause, cessation of the activity to which the employee is assigned, or expiration of temporary appointment.

b. Women may not be separated from the date of request of publication of bans to one (1) year following marriage, except for just cause, closure of installation, cessation of the activity to which the employee is assigned, or expiration of temporary appointment.

## ARTICLE 25

## SAFETY AND HEALTH IN THE WORK ENVIRONMENT

1. Employer's responsibilities.

The employer will be responsible for taking all necessary actions to ensure healthy and safe working conditions for all employees. Primarily this involves:

a. Conducting and documenting risk assessment.

b. Keeping all employees apprised of general hazards as well as hazards specific to respective duties or work site.

c. Organizing the prevention and protection service, designating the chief of such service, and assigning other personnel as needed; apprising employees of prevention and protection methods adopted to ensure a safe and healthy work place.

d. Making available to employees all necessary protective equipment, clothing, etc., and providing each employee the necessary safety training, to include fire prevention and protection, evacuation, and first aid training.

e. Providing for employee safety representatives and other persons having safety or health protection responsibility to attend the training courses respectively prescribed for them to qualify for assigned functions.

f. Designating competent physician(s) to operate programs such as pre-employment physicals, occupational health, and where required, medical surveillance; provide professional information to employees; and establish and maintain prescribed medical records.

g. Providing, at no cost to employees, required medical examinations, laboratory tests, etc., and, in case of on-the-job injury, emergency first aid treatment.

h. Enforcing safety rules, and taking appropriate corrective action.

i. Each installation will organize a safety committee consisting of:

1) A safety official acting on behalf of the Commander, Commanding Officer or equivalent.

2) A designated competent physician.

3) The employees' representatives for safety.

2. Employees' responsibilities.

a. Employees are entitled to monitor the application of the measures intended for the prevention of on-the-job injury and occupational diseases.

b. Undergo all safety training and appropriate medical programs made available by the employer, and comply with established safety standards and requirements at all times.

c. Diligently use protective services, equipment, clothing, etc., as provided by the employer, and refrain from making alterations to safety equipment without prior authority.

d. Abstain from engaging in acts, which may be dangerous to their own safety or that of other employees or government property.

e. Immediately report to the appropriate supervisor any on-the-job injury or accident that they personally sustain.

f. Report deficiencies noted in protective devices, equipment, and clothing assigned to them to the respective supervisor.

g. In case of actual danger to peoples' lives or physical integrity, such as fire or bare electrical wires, or serious damage to property, take action insofar as possible within own area of expertise.

3. Employee Safety Representatives' Responsibilities.

In carrying out their delegated functions, the elected or union-appointed Employee Safety Representative (ESR) will:

a. Be granted sufficient time to carry out his/her functions, with a minimum of 40 hours per annum per person paid administrative leave. The employee is required to inform

his/her supervisor and management safety official upon carrying out the above functions.

b. Have access to all unclassified areas where Italian employees perform work.

c. Be consulted by the employer, on a systematic basis, in the course of risk assessment, and related training classes, and be provided appropriate documentation.

d. Report to the installation safety officer, or other person in charge of prevention and protection service, safety deficiencies and any incident that may require corrective action.

e. Each ESR will be entitled to a minimum specialized safety training of 32 hours provided at no cost to the employee. The safety committee will meet whenever necessary or requested, and at least once a year. No charge will be made to the 40 hours administrative leave in paragraph 3a above when attending such meetings. The agenda items discussed by the safety committee may cover several subjects provided they concern safety and health in the workplace in accordance with the attached examples. All parties concerned will exert every effort possible to resolve any disputes in house, before recourse to off-base authorities is considered. Whether a union official or not, and independently of any other circumstances, all ESR's will be acting exclusively in their ESR capacity whenever engaged in ESR or ESR related activities; nevertheless, the statutory safeguard normally afforded to union officials, obviously retained by ESR having dual status, will be extended to all other ESR'S. Operating procedures for the above committee will be determined by mutual agreement and published in instructions at the local level.

ESR's are either nominated by the unions or elected by employees for a period of three years in accordance with the following criteria:

1) Activities with 200 or less employees - 1 representative for each union.

2) Activities with 201 to 1000 employees - 2 representatives for each union.

3) Activities with over 1000 employees - 3 representatives for each union.

Attachment to article 25.

Examples of areas of possible interest to the joint safety committee (Art. 25, para. 3)

Safety training, for all employees or for specific professions.

General environmental condition of work places.

Work organization versus preventive measures.

Electrical apparatus and correct usage thereof.

Video terminals and correct usage thereof.

Fire extinguishers and correct usage thereof.

Individual safety equipment.

Emergency evacuation plans.

Safety conditions at temporary work places (construction sites).

## ARTICLE 26

## UNIFORMS AND PROTECTIVE WORK CLOTHING

1. The employer will issue work clothing without cost to the employees as follows:

a. All Operai employees.

b. Where consistent with regulations applicable to the employer for reasons of health and safety, it has been determined that the employees' need for protection will be met through the use of adequate and suitable protective clothing.

c. Where, for other reasons, the employer determines that the employees should wear distinctive clothing or uniform work clothing while performing duties officially assigned to them.

2. Employees will be required to wear the issued clothing while on duty and use it as prescribed by the employer. Issued clothing will remain the property of the employer.

## ARTICLE 27

## PRODUCTIVITY

The parties agree that it is the responsibility of each employee to produce a fair day's work for a fair day's wages and make every effort to contribute to the end product of the employer.

## ARTICLE 28

## STANDARDS OF CONDUCT

1. Each employee is expected to maintain conduct which is free of discrimination towards co-workers, subordinates, supervisors, job applicants, actual and potential customers, and the general public, that is based on race, color, religion, sex, age, national origin, or physical or mental disability. In addition, employees must refrain from conduct of a sexual harassment nature.

2. Each employee is expected to:

a. Report promptly for work in a condition that will permit the proper performance of assigned duties and adhere to established work schedules.

b. Comply with supervisor instructions and perform assigned duties with diligence. In positions involving customer contact, exercise tact and courtesy.

c. Safeguard information that is only for official use.

d. Not remove official documents or records for unauthorized reasons.

e. Use and maintain property of the employer appropriately.

f. Observe safety regulations.

g. Conform to special standards and requirements as established and made known to employees and unions.

h. Refrain from abuse of intoxicants during duty hours.

i. Comply with rules governing notification and justification of absences as stipulated in this document (articles 21 and 23).

j. Promptly inform the employer of changes in address.

k. Refrain from making a gift or present (other than nominal gifts in recognition of special occasions); or if in a superior position refrain from accepting such a gift or present from lower graded or lesser paid personnel.

3. Employees will not:

a. Engage in any private business or professional activity which will result in a conflict between his/her private interests and the interests of the employer or which involve the use of inside information, gained through his/her official position, to further a private interest, or which may reasonably be expected to bring discredit upon the employer.

b. Solicit, accept, or agree to accept any favor or anything of value in return for performing or failing to perform an official act.

c. Directly or indirectly use or allow the use of employer owned or leased property of any kind for other than officially approved activities.

d. Engage in sexual harassment, or persist in behavior perceived as such by the recipient(s) after the latter have made their perception known to the offender.

e. Fail to report or correct cases of sexual harassment, or other situations of prohibited discrimination in general, found to exist in own areas of responsibility, if in a supervisory position.

4. For the purpose of applying the provisions cited in paragraphs d. and e. above, management and the unions, within the scope of their respective responsibility, are committed to ensuring a work environment aimed at protecting the freedom and dignity of the workers and fairness of interpersonal relationships. For this purpose, action will be taken to prevent and/or correct violations of such behavior. In cases of sexual harassment, the parties are committed to provide timely, adequate, and impartial assistance to those who have been subjected to harassment, in accordance with the procedures set forth in article 33, with due respect to the privacy of the individuals involved, and ensuring protection from direct or indirect reprisal against the individual subject to harassment or whoever wishes to render testimony. Disciplinary action is

warranted in cases of sexual harassment in the work environment and/or however connected with work; as well as any act of reprisal against the complainant, individuals rendering testimony, and members of the commission provided for by article 33. Corrective action will be proportionate to the seriousness of the offense and will serve to protect employees, as well as to maintain order and discipline. Disciplinary action will be taken in accordance with attachment 6.

## ARTICLE 29
## OUTSIDE ACTIVITY

1. Employees will not accept or undertake outside employment or activity paid or unpaid, under the following conditions:

a. Where such private employment or activity might influence the results of an employee's performance of duty to the detriment of the employer's interests such as employment with a firm holding contracts with the employer where the employee may be in a position through her/his employment to influence the holding or making of contracts.

b. Where the official position of an employee is otherwise compromised by reason of outside activity.

2. When the employer determines that a conflict exists with the employee's assigned duties with the employer and any outside activity, the employee may be required to discontinue such outside activity or resign from employment with the employer. The employee will be allowed reasonable time for decision. When the employee fails to discontinue the outside activity or fails to submit his/her resignation, he/she will be separated with notice in accordance with article 56.

## ARTICLE 30

## DISCIPLINARY ACTION

1. The employee is required to meet the obligations inherent in assigned duties in the most diligent manner. Non-compliance with employee obligations may result in one of the following actions which the employer will take based on the gravity of the offense and surrounding circumstances:

a. Verbal reprimand.
b. Written reprimand.
c. Suspension from work without pay for a period of one to ten days.

2. Attachment 6 represents general categories of offenses and penalties for which disciplinary action is appropriate.

3. In case of written reprimand or suspension, the employee will be advised in writing of the charges and of the proposed disciplinary action and will be provided an opportunity to respond in writing within five (5) workdays of receipt of the notice. A copy of the proposed action will be provided to the union representatives. A union representative may assist the employee. If the employee contests the charges and the reasons given in his/her response are acceptable to the command, the proposed action will be either modified or withdrawn. If the action taken is not acceptable to the employee, he/she may request and the Command will convene the Disciplinary Action Review Board.

a. Such board will be established within the command and shall consist of two (2) representatives from management and one (1) from each of the two (2) unions. The board must, within 15 workdays of convening, issue a decision concerning the disciplinary action. Such decision must be formally recorded and signed by all board members, and will be binding on both parties. In the event of disagreement each party is free to pursue appropriate action.

b. When reviewing sexual harassment cases, the Disciplinary Action Review Board shall consist of mixed representation (one female and one male on each side). The accused and the victim shall have the right to be heard by the board, and to produce any documentary evidence not already included in the case file.

## ARTICLE 31

## SPECIAL PROVISIONS FOR VEHICLE OPERATORS

1. Drivers and other employees whose position requires driving as an inherent requirement, whose license is suspended for reasons which do not warrant separation for cause or justified reasons, will have their job protected until completion of the trial of first instance. Pending decision by the Court, the employee will be temporarily reassigned to another job. If necessary, duties may be assigned informally on a tentative or expedient basis.

2. If formal reassignment is prevented by lack of position or the employee's unfitness for available positions, the employee will be entitled to regular pay for a period of 60 calendar days following withdrawal of license, regardless of duties performed.

3. If not reassigned within 60 days, the employee will use any available leave before being placed on leave without pay.

## ARTICLE 32

## SAFEGUARDING THE EMPLOYER'S PROPERTY

Employees are required to exercise due diligence to preclude damage or waste of the employer's property. In situations where loss or damage is a result of simple negligence the employee will not be held financially liable.

## ARTICLE 33

## GRIEVANCES

1. The employer recognizes and endorses the importance of acknowledging and promptly adjusting any employee's grievance. The following grievance procedures cover those matters which result from dissatisfaction or misunderstanding arising in the work situation that are within the jurisdiction of the local representative of the employer. Classification appeals, separations and matters covered by other provisions of this document are excluded from these procedures.

a. First Stage. An employee shall initially present the grievance orally through discussion with the immediate supervisor. The supervisor shall make an investigation to the extent necessary to reach a decision based on full and fair consideration of all facts.

b. Second Stage. If the matter is not reconciled at the first stage, the employee may submit the grievance in writing to the head of the department/directorate after informing the immediate supervisor of his/her intent to do so. Upon receipt of the grievance, the head of the department/directorate may conduct an informal meeting to determine the facts of the case.

(1) If a meeting is conducted, the employee may be accompanied by a union representative. The employee shall have full opportunity to present his/her side of the case and be informed of management's position in the case. A record of the meeting shall be kept by the head of the department/directorate. It will include the names of individuals present and a statement of the grievance.

(2) Within five (5) working days of the meeting (or receipt of the written grievance if no meeting is held), the head of the department/directorate shall issue a written decision stating the facts considered in making the decision.

c. Third Stage. Each installation must establish a Grievance Committee. The Committee will consist of two (2) representatives appointed by management and two (2) representatives appointed by the unions. If a second stage

decision is not issued in five (5) working days or the employee is not satisfied with the resolution at the second stage, he/she may request review of the grievance by the Committee. A Committee decision is binding on all concerned, if taken by majority vote. In the event of disagreement each party is free to pursue appropriate action.

2. When reviewing sexual harassment cases, the Grievance Committee shall consist of mixed representation (one female and one male on each side). The accused and the victim shall have the right to be heard by the Committee, and to produce any documentary evidence not already included in the case file.

3. Any meetings or hearings, as provided for in this grievance procedures, will not result in any charge to annual leave or loss of pay. However, such time shall be kept to the minimum necessary for ensuring a fair and complete review of the case.

## ARTICLE 34

## METHOD OF WAGE DETERMINATION

As indicated in the Memorandum of Understanding of 12 May 1981, schedules of wages and bonuses are established on the basis of annual wage surveys. The unions will participate in the preparation of the annual wage survey plans. Allowances (with the exception of those for which an annual adjustment formula has been established elsewhere in this document) will be reviewed in conjunction with annual wage survey.

## ARTICLE 35

## TIMETABLE FOR PAYMENT OF EARNED WAGES AND SALARIES

1. Employees are paid in Italian Lire on or before the last workday of the month.

2. Computation of adjustments reflecting overtime work, other variables and allowances, as well as unpaid absences will normally be made as part of the monthly salary for the month following that of occurrence or performance.

## ARTICLE 36

## NORMAL AND REGULAR PAY

1. Normal Pay. Normal pay consists of:

    a. Base pay

    b. Cost-of-living-allowance

    c. Third element

    d. Seniority pay

    e. Personal supplement

Normal pay is used to compute premium pay differentials.

2. Regular Pay. Regular pay consists of:

    a. Normal pay (see paragraph 1 above)

    b. Extended workweek pay

    c. Lunch allowance

    d. Overnight allowance (Firefighters only)

    e. Frozen allowances (See Article 53)

    f. Monthly incumbency payments, inclusive of the APS

    g. U.S. Forces differential (Attach 8)

Regular pay is used to compute paid absences and the 13th and 14th month bonus and end of employment pay.

## ARTICLE 37

## COMPUTATION OF HOURLY COMPENSATION

The hourly rate of normal pay is 1/173 of the monthly rate of normal pay (40 hour workweek).

## ARTICLE 38

## EXTENDED WORKWEEK PAY

1. The extended workweek pay element constitutes compensation for work which is regularly scheduled in excess of 40 hours a week pursuant to article 18 para 1b. and which is compensable at straight time rates. The rate of Extended Workweek Pay is computed multiplying the employee's weekly rate of normal pay by:

| | If the regularly scheduled weekly work hours are: |
|---|---|
| .025 | 41 |
| .05 | 42 |
| .075 | 43 |
| .1 | 44 |
| .125 | 45 |
| .15 | 46 |
| .175 | 47 |
| .2 | 48 |

2. Extended workweek pay is subject to adjustment or discontinuation in conjunction with changes in regular weekly workhours.

## ARTICLE 39

## CREDITABLE SERVICE AND ACCRUALS

1. Recognition of prior U.S. Forces Service. Determinations regarding recognition of prior civilian service with the U.S. Forces are made by the employer. Employees may be required to furnish proof of service they wish credited. All periods of civilian employment with the U.S. Forces in Italy, whether paid from appropriated or non-appropriated funds agencies, regardless of pay status are creditable in determining an employee's:

a. Annual leave category, i.e., the annual leave entitlement based on length of service;

b. Length of the separation notice period.

c. RIF retention preference based on "total length of service" as set forth in article 57, paragraph 2a;

d. Sick leave compensation based on length of service (article 23, paragraph 3).

2. Creditable Service During current Employment. Service during current employment is credited as follows:

a. All current service is creditable for the purpose listed under paragraph 1 above. It is added to any prior U.S. Forces' service recognized as creditable for those purposes.

b. Annual leave and bonuses are earned on the basis of one twelfth (1/12) of the annual entitlement for each calendar month of service during the year of accrual. During the month of appointment or termination, fractions of a month of service of at least 15 calendar days are counted as a full month. Leave without pay of 15 calendar days or less within any given calendar month will not cause any reduction in the annual entitlement of annual leave and bonuses.

c. Unauthorized absences (AWOL) or disciplinary suspension of more than an aggregate 15 calendar days in a calendar year will result in a reduction of 1/12$^{th}$ (one-twelfth) of the annual entitlement of annual leave and bonuses for each 30 calendar days of absence or fraction of at least one-half (1/2) of a

workmonth (15 days). No reduction in annual leave or bonus accrual is made in conjunction with any other non-pay absence which is less than one-half (1/2) of the monthly workhours in duration.

3. Recognition of Italian Military Service. Periods of conscription or recall military duty with the Italian Armed Forces which occur during current employment are creditable as provided in art. 65.

4. Creditable service for seniority pay is defined in article 41, paragraph 2. Creditable service for pre-June 82 severance pay is defined under paragraph 2a of attachment 3.

## ARTICLE 40

## BONUSES

1. Christmas bonus (13th month bonus) is paid between 1 and 15 December of each year or upon separation if this is earlier. The entitlement is accrued at the rate of one-twelfth (1/12) of one (1) month's pay for each month of service during the period from 1 January through 31 December. The basis for computation of the bonus is the regular pay in effect as of 31 December or at the time of separation as appropriate.

2. Summer bonus (14th month bonus) is paid between 1 and 15 June of each year or upon separation, if this is earlier. The entitlement is accrued at the rate of one-twelfth (1/12th) of one (1) month's pay for each month of service during the twelve (12) month period between 1 July and 30 June of the following year. The basis for computation is the employee's regular pay in effect as of 30 June or at the time of separation, as appropriate.

3. The above bonuses are accrued in full during service periods of partial pay status because of sick, accident or compulsory maternity leave. Bonus payment effected by Social Security or Health agencies in consideration of existing insurance arrangements will be withheld from the employee's pay or otherwise credited to the employer. Part-time employees accrue bonuses in proportion to scheduled work-hours.

5. The conditions of employment dated 11 October 1984 included provisions for an annual fall bonus and an annual spring bonus. This entitlement is discontinued in conjunction with the activation of a monthly U.S. Forces differential effective 1 January 1993 and liquidation by lump sum payment of the current shares of these bonuses accrued through 31 December 1992.

## ARTICLE 41

## PERIODIC SENIORITY INCREASE

1. Effective 1 January 1984 all employees are entitled to a seniority pay increase after each two (2) years of uninterrupted creditable service, up to a total of seven (7) increases, except for provisions in paragraph 7. As of the effective date of these new Conditions of Employment an additional seniority increase will be granted to employees upon completion of three years of uninterrupted creditable service from the effective date of the seventh seniority increase. Employees whose seventh seniority increase was granted three or more years before implementation of this change, will be granted the eighth seniority increase effective on the effective date of this document.

2. The initial increase is granted on the first day of the first pay period following completion of the first two (2) years of creditable service. Subsequent increases are granted on the second or third anniversary date of the prior increase, unless the waiting period is extended as a result of non-creditable absences. Aggregate absences in a non-pay status of at least one-half (1/2) of one (1) workmonth during the two year period will result in extending the waiting period by one (1) month for each workmonth of absence or fraction of a month in excess of half (1/2) a workmonth. Sick leave and compulsory or optional maternity leave periods at less than full pay, whether paid by the employer or the insurance agency, as well as military furloughs, are considered as service in pay status for this purpose.

3. Seniority pay increases are in fixed amounts. Amounts payable are computed and published by the employer in implementation of the procedures set forth in attachment 2.

4. In the event of promotion of an employee who has earned at least one (1) seniority increase, the seniority rate on the effective date of promotion is adjusted to the amount representing an equivalent number of increases at the higher level. The promotion does not affect the waiting period for the next seniority increase.

5. Upon implementation of revised schedules of seniority amounts in accordance with attachment 2, seniority increase earned on or after 1 January 1984 are recomputed to represent the same multiple of earned increase(s) at the revised value. Thus, the number of increases already granted is constantly adjusted to the current amount of the increase.

6. Aggregate seniority pay earned prior to 1 January 1984 is retained indefinitely as a frozen amount on an incumbency basis.

7. Employees hired prior to 1 January 1980 retain the right to progress to the ceiling established under the system and for the grade in effect on 31 December 1983, if higher than the sum of frozen seniority pay (paragraph 6 above) and the 8th increase to be received after 31 December 1983. In such a case, the employee is eligible for further BSI's or fraction of BSI until the protected ceiling is reached. The amount of protected ceiling is assigned to the employee on an incumbency basis in consideration of the grade held on 31 December 1983, and continues unchanged irrespective of changes in the employee's status, grade or pay. The amounts of protected ceilings for the various grade levels held as of 31 December 1983 are as stipulated in art. 41, para 8 of the COE dated 11 October 1984.

## ARTICLE 42

## OVERTIME, SUNDAY, HOLIDAY, AND NIGHTWORK

1. Overtime, Sunday and Holiday work must be expressly directed and authorized. Entitlement for firefighters is covered under article 54.

2. Holiday work is work performed on any of the holidays listed in article 20.

3. Except as otherwise provided for discontinuous or standby work (art. 18, para 1b) and for multi-week work cycles (art. 45, para 6), overtime is any work in excess of 40 hours per week, provided the employee is in a pay status (to include paid leave and absences) throughout the scheduled weekly hours. If an employee was in a non-pay status during some or all of the regularly scheduled tour of duty, within a given administrative workweek, a number of hours equivalent to the hours in a non-pay status will be considered as "regular hours" and compensated as such. Overtime may not exceed two hours on a scheduled work day or a total of 12 hours in an administrative workweek, unless justified by an emergency. Normally, employees will be informed of the overtime requirement 24 hours in advance. Overtime shall be compensated as follows:

a. Weekdays: 130% of normal pay (normal rate of pay for the hours worked, increased by a 30% differential)

b. Sunday which is a regularly scheduled workday: 135%

c. Weekly day of rest (Sunday or designated day in lieu): 160%.

d. Holidays: 160%.

4. Call-back overtime means work performed on a non-workday, or on a regular workday after completion of the daily tour of duty and departure from the worksite. Call-back overtime is always considered to be at least three (3) hours in duration and compensated accordingly.

5. Compensation for non-overtime work on Sunday, weekly days of rest in lieu of Sunday, and holidays is as follows:

a. Work on a Sunday which is a regularly scheduled workday: 10% differential for the hours worked (not applicable to food service employees of the Exchanges)

b. Work on a Sunday which is a non-workday or on the weekly day of rest in lieu of Sunday: 150% of normal pay (normal pay rate for the hours worked, increased by a 50% differential)

c. Any non-overtime holiday work: 150%

1. Night work is work performed between 2000 and 0600 hours. Night work is compensated as stipulated below, except as otherwise provided under art. 45, para 3:

a. Scheduled night work is work performed within the regularly scheduled weekly tour of duty. The employee is entitled to a 15% differential of the hourly rate for each hour of scheduled night work performed.

b. Occasional night work is work performed outside the regularly scheduled weekly tour of duty. The employee is entitled to a 30% differential of the hourly rate for each hour of occasional night work performed.

c. When night work is performed on a holiday or Sunday, the night differential is paid in addition to the holiday differential. If overtime work is performed during night hours, the occasional night differential is paid in addition to the overtime compensation.

## ARTICLE 43

## FAMILY ALLOWANCES

The employer will pay directly to the employees family allowances in an amount not lower than prescribed for Industrial Personnel.

## ARTICLE 44

## PERSONAL SUPPLEMENTS

The employer may pay a personal supplement to attract or retain scarce skills or to protect rates of pay in conjunction with authorized position changes, reassignments, and transfers. These supplements may be reduced, until extinguished, through reduction(s) in an amount equal to 50% of increases on base pay and/or third element granted as a result of general pay schedule increase or promotion. No reduction is made in conjunction with increases in cost-of-living allowance or seniority pay. The employee shall be advised in writing of the conditions attached to payment and possible absorption of personal supplement at the time it is granted.

## ARTICLE 45

## SHIFT WORK AND UNCOMMON TOURS OF DUTY

1. The following situations are identified which will require shift/uncommon tour compensation:

a. Situation A - Entitlement is determined on a monthly basis.

Shift workers rotating around the clock in organizations requiring a 24 hour-a-day operation, seven days a week. To qualify for Situation A entitlements, an employee's personal work schedule for the month must involve full round-the-clock rotation, and at least one-third (1/3) of the working hours must fall between 1600 and 0600, and one-fifth (1/5) of the working hours must fall between 2200 and 0600.

b. Situation B - Entitlement is determined on a monthly basis.

Other shift arrangements which involve rotation through two or more shifts, one of which begins not later than 0600 or one of which lasts until at least 2200. To qualify for Situation B entitlements, an employee's personal work schedule for the month must involve at least two shifts and at least one-half (1/2) of the monthly hours are on either the early shift or the late shift, or a combination of both, as long as, in the month considered, the beginning time of the early shift and the ending time of the late shift are at least 16 hours apart.

c. Situation C - Entitlement is determined on a weekly basis.

Situations requiring "Uncommon Tours". Uncommon tours which qualify employees for Situation C entitlements must involve one or more of the following features:

(1) Six day workweek

(2) A workweek with a split weekend (Two days off are not consecutive).

(3) Split workdays (unpaid lunch break of over 2 hours and up to 4 hours). In no case will an employee be

required to take a break of longer than 4 hours. There will be no assignment to split workdays, other than those employees already under such an assignment on the effective date of this document, unless the following conditions are met. Use of split workdays will be strictly limited to exceptional situations. Its application must be only feasible answer to continuation of work operations. Prior to instituting any additional instances of split workdays, the employer will explore all other alternatives including hiring additional part-time employees and will inform the unions fully as to need and facts bearing on the planned action. Full consideration will be given to the unions' input. In addition, the employer will review the need to continue the situation, at least annually, and keep the unions informed as to the results of the review.

2. Situations A and B are mutually exclusive. However, there may be occasions when an employee's schedule is such that both situations A and C or situations B and C will be met. In these cases, the employee will receive both entitlements. If more than one of the conditions of situation C are present, only the highest weekly rate will apply.

2. Pay entitlements for situations A and B are as follows:

| | Situation A | Situation B |
|---|---|---|
| 0600-2000 | Hourly differential of five (5) percent. | Hourly differential of three (3) percent. |
| 2000-0600 | Hourly differential of twenty (20) percent. | Hourly differential of fifteen (15) percent. |
| Full days of Sick or Annual Leave | As provided by work schedule (5% or 20%). | As provided by work schedule (3% or 15%). |
| Christmas and Summer Bonus | Pro-rated share based on the number of months in which the employee worked in situation A (1/12 of 11% per month). | Pro-rated share based on the number of months in which the employee worked in situation B (1/12 of 5% per month). |
| End-of-Employment Pay | IAW Article 64 of this document. | IAW Article 64 of this document. |

The differentials provided above for situations A and B absorb those provided for night work.

3. The following weekly pay entitlement apply to Situation C:

a. 12,000 lire for a six day workweek.

b. 8,000 lire for a workweek with a split weekend.

c. 8,000 lire for a workday with a break of at least two (2) and not more than three (3) hours.

d. 10,000 lire for split workdays with a break of more than three (3) hours and up to four (4).

e. Amounts in a. through d. above are not due if the employee is on sick or annual leave during the week, nor credited towards Christmas and Summer Bonuses, but may be credited toward end-of-employment pay in accordance with article 64 of this document.

5. Firefighters who are assigned to 24-hour shifts and part time employees are excluded from the provisions of this article.

6. The employees covered by the provisions of this article, where necessary, may complete the contractual workweek over a cycle in excess of one (1) week, up to a maximum, in exceptional cases, of six (6) weeks. This arrangement is necessitated by production factors that vary over day, night, weekend, etc. Hours worked in excess of contractual hours will be determined and compensated at the end of the cycle.

## ARTICLE 46

## DINING FACILITY AND LUNCH ALLOWANCE

1. A lunch allowance is payable at installations or locations where subsidized meal arrangements are not in effect, or where it is determined by the employer that the employee is unable to patronize an existing subsidized facility because of the location of the worksite or shift arrangements. Employees who are provided meals by the employer at no cost to the employee are ineligible for subsidized meals or the allowance in lieu thereof.

2. During annual wage surveys, meal subsidy/lunch allowance practised by Italian companies will be reviewed to determine the average value of the daily meal subsidy. This is multiplied by 12.057 to produce a monthly lunch allowance value. Both values become effective on the date survey findings are implemented.

3. Part-time employees are not eligible for meal subsidy. They will receive a lunch allowance proportional to their tour of duty regardless of the availability or absence of a subsidized facility.

## ARTICLE 47

## ENVIRONMENTAL PAY

1. Environmental pay is an hourly differential pay applicable to employees performing work in one of the situations described below. It is paid for all hours of the day or shift worked under the specified conditions. Exposure of 30 minutes or more will be counted as a full hour. Exposure of less than 30 minutes will be disregarded.

2. The situations considered for payment are grouped under one (1) of two (2) levels of severity. Whenever both levels occur simultaneously the higher rate of compensation applies. Position eligibility is established on the basis of technical surveys conducted in accordance with the procedures published by the employer.

3. The payment rates are as follows:

a. Level 1 - 180 lire per hour of exposure.

b. Level 2 - 310 lire per hour of exposure.

These amounts will be reviewed during full scale wage surveys.

4. The situations included under Level 1 are as follows:

a. Working in (or having to go continually in and out of) cold storage or other climate-controlled areas where the employee is subjected to temperatures at or below freezing point (32 degrees Fahrenheit or 0 degrees Centigrade).

b. Work that involves the transportation, loading, unloading and physical handling of boxed ammunition and explosive materials.

c. Direct and continuous exposure to noise or ultrasonic sounds in excess of 95 decibels if outdoors, or 85 decibels if indoors, where the time/intensity ratio requires use of protective equipment.

d. Working with, or in close proximity to, toxic substances in packaged or diluted form, in situations where, despite the use of normal means of protection, acute intoxication or irritation of the skin, eyes or mucoses may result from rupture

of container, or other accidents (handling for shipping, marking, labeling, hauling, and storing loaded containers of chemical agents having acute hazardous properties).

e. Removal and disposal of waste products where these products are of a repulsive nature such as human feces, sludge resulting from sewage treatment, and the like, when the use of protective clothing or respirators is required.

f. Spray painting requiring the use of protective goggles, masks, or equivalent devices: brush painting and allied work processes, involving use of poisonous substances and performed indoors, when ventilation is poor and use of respirators is required to prevent employees from exceeding a permissible exposure limit.

g. Welding and torch cutting requiring the use of protective goggles, masks or equivalent devices.

h. Operation of machinery in work processes which generate flying particles such as metal fragments requiring the use of eye protection devices.

5. The situations included under Level 2 are as follows:

a. Work that involves the testing, maintenance, repair, modification, inspection and deactivation or demilitarization of ammunition or explosive materials.

b. Direct and continuous exposure to the action of chemical agents having acute toxic properties when despite the use of normal means of protection, both technological and sanitary, serious intoxication or persistent injuries may result (applying pesticides and herbicides; transferring chemical agents between containers; salvaging and disposing of chemical agents).

c. Internal cleaning and degassing of fuel tanks, containers or tank trucks.

d. Testing and calibrating fuel injectors.

## ARTICLE 48

## OFF-POST MEAL ALLOWANCE

1. This allowance is paid to employees when they are required to use off-post eating facilities while officially travelling or performing work away from the regular duty station, provided they:

a. Are not eligible for per diem allowance in connection with the off-post assignment.

b. Are away from the duty station between 1100 and 1400 hours for the noon meal, or between 1800 and 2100 hours for the evening meal.

c. Travel to or perform work at a place other than an establishment of the U.S. Forces where eating facilities are provided for Italian civilian personnel.

2. The employee will be reimbursed for the actual expense incurred, up to a ceiling of 20,000 lire per meal. In order to obtain reimbursement, the employee must present a controlled receipt for the actual cost of the meal.

## ARTICLE 49

## ON-CALL DUTY ALLOWANCE

1. Employees assigned to maintenance and repair or similar essential support function may be scheduled for on-call duty and required to respond to call for emergency work outside the regularly established tour of duty. To this end the employees are required to furnish the employer with the information which will make it possible for the employees to be contacted at any time and to reach the established reporting point within the prescribed time limit.

2. If called in between the hours of 2200 and 0600, an employee may elect to have the following workday reduced by the number of hours for which payment is due. In this case compensation for work performed during the on-call duty period shall be limited to applicable pay supplements and differentials.

3. The weekly amount of on-call allowance for 9 shifts of 12 hours each will be adjusted annually at the time the wage survey results are implemented, based on the following formula:

8% x (monthly base pay + contingenza, U-5 level)

The allowance for a single 12-hour shift is calculated by dividing the weekly allowance by nine (9).

## ARTICLE 50

## TRANSPORTATION ALLOWANCE

1. This allowance is paid to partially defray the transportation expenses incurred by the employee when the installation is located in an isolated area as listed below, providing no public transportation is available and no free transportation is provided:

Condition A): No residential areas within a radius of 6-15 kilometers: 70% of the actual distance from the work site.

Condition B): No residential areas within a radius of more than 15 kilometers: 100% of the actual distance from the work site.

2. The daily amount of the allowance is computed at the rate of 11% of the cost of one liter of Super Agip gasoline, (which will be substituted with AGIP unleaded gasoline when the sale of AGIP super gasoline ceases) multiplied by the kilometric distance (round trip) between the installation and the nearest residential area. The above distance is initially mutually established at the local level. The amount of the allowance is reviewed quarterly and, when applicable, the allowance is adjusted on the basis of the latest cost of the selected gasoline, with effective date on the first day of the successive quarter.

3. The transportation allowance is paid as long as the conditions in paragraph 1 above are met. The daily allowance is paid for each day the employee reports to work.

4. Employees on uninterrupted appointment who were receiving a transportation allowance before the effective date of this document will continue to receive it in the same amount, unless the application of the new conditions in paragraph 2 above result in a higher amount.

## ARTICLE 51

## USER-DRIVER ALLOWANCE

1. This allowance is paid when an employee is required to operate an employer owned or leased vehicle, within or outside of a U.S. Forces' base or compound. The allowance is payable to all such employees except those who are professional drivers and those for whom driving is the grade controlling duty of the position.

2. The allowance is paid on a daily basis without regard to the number of trips during the same day, provided at least one trip is made.

3. The user-driver allowance will be reviewed annually, at the time wage survey results are implemented and adjusted to equal 4.5 percent of the daily non-exchange base pay for the highest driver grade. The result will be rounded to the next higher 50 lire.

## ARTICLE 52

## TEMPORARY ASSIGNMENT DIFFERENTIAL (TAD)

Employees temporarily assigned to perform higher level duties in accordance with paragraph 7, article 13, will receive a differential. This differential is equal to the difference between the combined base pay, contingenza, third element and U.S. Forces differential rates applicable for the position of temporary assignment and those received by the employee for the grade held. It includes consideration of the share of annual bonuses.

## ARTICLE 53

## FROZEN ALLOWANCES

Employees who, as of 11 October 1984, were eligible for the following allowances, will continue to receive same as a frozen amount as long as employed without an interruption in service.

a. Malaria allowance, limited to employees stationed at Sigonella.

b. Head set allowance, limited to employees still performing as telephone operators.

c. English language allowance.

## ARTICLE 54

## PAY PROVISIONS FOR FIREFIGHTERS

1. An overnight allowance is paid to firefighters assigned to 24-hour shifts for each designated rest period within a scheduled 24-hour shift, provided the employee is required to stay and actually spends the entire rest period in quarters made available by the employer at or near the fire station. The allowance is also paid for approved absences from shift work on annual leave, sick leave and travel duty (other than extended). The daily amount of the overnight allowance is the product of 1.6509 % of the base pay, contingenza and third element of the Uc-6 grade level. For the purpose of establishing a monthly rate to compute the 13$^{th}$ and 14$^{th}$ month bonuses, the daily rate of the overnight allowance will be multiplied by 13.

2. A Special Firefighter Tour Supplement is paid to firefighters working 24-hour shifts for each such shift actually completed in excess of eight (8) shifts in a calendar month. Annual leave, holidays, rest days, permessi, injury leave caused by on-the-job accidents and travel duty periods (other than extended) are counted in the time toward eligibility of firefighters for the Tour Supplement. The Tour Supplement is disregarded in the computation of Premium Pay differentials as well as annual bonuses. It is included in the computation of end-of-employment pay.

3. Overtime means all work performed outside the regularly assigned shifts and actual work performed during the designated rest period. In cases where firefighters work overtime during the designated rest periods, fractions of an hour are computed as a full hour. The rate of compensation is 160 percent on holidays, 145 percent in all other cases.

4. Holiday work compensation (non-overtime) is 150 percent (normal pay increased by 50 percent).

5. Regularly scheduled Sunday work and night work is paid at straight time rate.

6. Sunday work outside a work schedule is compensated at 150 percent of the normal rate of pay.

## ARTICLE 55

## EMPLOYEE LOAN PROGRAM

To the extent possible, the employer will assist employees in borrowing money from local banks at a reduced interest rate. The employer will accept authorizations from employees for payroll deductions to be effected within the intent of this commitment.

## ARTICLE 56

## SEPARATION FOR JUSTIFIED REASON

Employees who remain absent from work without justification for more than four (4) consecutive workdays may be separated, with entitlement to advance notice or payment in lieu of notice not given. The same action applies in case of other notable violations of contractual obligations, or for reasons pertaining to production, work organization or regular work activity. Attachment 6 presents general categories of offenses and penalties including offenses for which separation for justified reasons is appropriate.

## ARTICLE 57

## REDUCTION-IN-FORCE

1. Separation by reduction-in-force is effected when an employee's services are no longer required because of lack of work, shortage or lack of funds, reduction in manpower allocation, reorganization or close-out of installation or activity. The employer is committed to pursue the management actions necessary to achieve required economic reorganizations or mission changes prior to effecting reduction-in-force which will be considered and placed into effect as the ultimate alternative. In the event of proven requirements, reorganizations will be consistent with the following criteria:

a. Insofar as it involves substitution of personnel, the reorganization will be accomplished in the spirit of paragraph 1, article 10.

b. If the positions are re-established or equivalent positions authorized within a 24 month period, personnel separated by RIF are entitled to reappointment to such positions.

c. Personnel separated by RIF are also entitled to first consideration for employment in other positions for which they are qualified.

2. In selecting employees to be released by reduction-in-force, the following factors are considered:

a. Total length of service.

b. Family status.

c. Seniority in the job being reduced in number.

d. Skill of the individual and value to the organization.

3. Excess employees including those who fail to accept a reasonable placement offer will be separated. An offer is considered reasonable if made to a position which preserves the employee's status and pay for which the employee is qualified.

4. Employees separated by reduction-in-force (RIF) are entitled, in addition to all entitlements due in connection with termination, to an "exit" allowance in the amount of two months of regular pay of not less than Lire 3,600,000. Part-time employees will receive a prorated amount proportionate to the hours of work established by the appointment documents. On a case by case basis, and upon request by the employee, management will consider the possibility of excusing employees from work during the advance notice period and providing the employee with payment in lieu thereof, in accordance with paragraph 1.a. of Article 60 of the conditions of employment.

## ARTICLE 58

## RETIREMENT

To be developed.

## ARTICLE 59

## SEPARATION FOR CAUSE

Separation for cause without advance notice, and without payment in lieu thereof, applies when the offense is incompatible with continued employment even on a temporary basis. Attachment 6 presents general categories of offenses and penalties including offenses for which separation for cause is appropriate.

## ARTICLE 60

## ADVANCE NOTICES OF SEPARATION/RESIGNATION

1. Separation

a. After an employee has completed the prescribed trial period, and except as otherwise provided in this document, the termination of indefinite employment is effected with a written advance notice of termination. The notice period varies in length depending of employment category, grade level, and creditable service. During the notice period, the employee is required and entitled to work. Annual leave may not be taken during the notice period. When not permitted in full or part, to serve through the notice period (ceiling restrictions, security, deactivation of organization, etc.), the employee is entitled to lump-sum payment in lieu of notice. The lump-sum payment is computed on the basis of regular pay effective on the date of termination. The period covered by the lump-sum payment is regarded as service for all purposes.

b. The advance notice periods table is as follows;

| Category | Creditable Service | Number of Calendar Days |
|---|---|---|
| (1) Operai | Any Service | 30 |
| (2) All Special Category and Impiegati grade U-9 through U-3, E-2 through E-8 | Up to 5 years | 30 |
| | Over 5 through 10 years | 45 |
| | Over 10 years | 60 |
| (3) Grades U-2 through U-1S, E-9 and above | Up to 5 years | 60 |
| | From 5 through 10 years | 90 |
| | Over 10 years | 120 |

c. Temporary employees are not entitled to advance notice or payment in lieu thereof. Their employment expires automatically as specified on the appointment document.

d. Part-time indefinite employees are entitled to advance notice or payment in lieu thereof as are full-time employees. Lump-sum payment, however, will be for part-time regularly scheduled work hours during the notice period only.

2. Resignations

a. Employees are expected to give as much advance notice of intent to resign as possible. Minimum period of advance notice are:

| Category | Creditable Service | Number of Calendar Days |
|---|---|---|
| (1) Operai | Any | 8 |
| (2) All others | Up to 5 years | 15 |
| | Over 5 years | 30 |

b. Employees who fail to give notice may have withheld from final payments an amount equal to payments they would have received, had they worked all or the remaining portion of the notice period.

## ARTICLE 61

## WORK CERTIFICATE

Upon separation from employment, the employer shall return the employment record ("Libretto di lavoro") to the separated employee after making appropriate entries to the record. In addition, the employer shall issue a work statement indicating the date of hire, date of separation, and employment category (operaio, impiegato, Quadro). The employment documents will be delivered to the separated employee within thirty (30) calendar days.

## ARTICLE 62

## LUMP-SUM PAYMENTS

1. Lump-sum payments for the following will be effected upon termination:

a. Accrued and unused annual leave with the limitations set forth in article 21.

b. Accrued and unpaid annual bonuses, or portions thereof.

c. Unused marriage leave, subject to presentation of papers (substantiating marriage while employed) within 30 days after the effective date of resignation.

2. In addition, lump-sum payment shall apply for advance notice of separation, or portion thereof, whenever the employee has not been permitted to serve through the notice period to which he/she is entitled.

## ARTICLE 63

## LUMP-SUM AND OTHER DEDUCTIONS

1. During employment, lump-sum deductions will be effected insofar as possible from regular pay to recover overpayments not promptly reported by the employees when obviously made in error.

2. The employer will deduct all outstanding obligations from final payments due. These may include but are not limited to:

a. Annual leave and permessi taken in excess of entitlements.

b. Advances toward end-of-employment pay.

c. Outstanding indebtedness to Italian banks under special loan programs.

d. Omitted deductions for taxes or social insurance.

e. Overpayments due to incorrect or omitted information from the employee.

## ARTICLE 64

## END-OF-EMPLOYMENT PAY

1. End-of-employment pay (EEP) is a terminal payment due as a result of resignation or separation from employment for any reason.

2. For service through 31 May, 1982 the employee is entitled to separation indemnity as indicated in attachment 3. For service subsequent to 31 May 1982, end-of-employment pay is due as follows:

a. Annual end-of-employment pay is computed by dividing the creditable annual salary by 13.5. Reduced percentages of the salary were in effect for operai personnel for years prior to 1990.

b. The end of employment pay is computed on the pay items listed in attachment (a) of this article. During periods of sick leave, accident leave, pregnancy and maternity leave to include optional post-delivery leave, the employee's creditable compensation will be computed constructively as if the employee had been on an active duty status during those periods.

c. Fractions of service of less than 15 calendar days are disregarded. Fractions of 15 or more calendar days are counted as a full month.

3. Cumulative accruals are recomputed at the end of each calendar year, or at the time of separation in order to offset devaluation due to inflation. The prescribed recomputation factor is 1.5% per full year plus 75% of the increase in the consumer price index compared to the previous year. Only amounts accrued during the preceding year are recomputed, except for recomputation of severance pay accrued through 31 May 1982 at the end of CY 82.

4. Annual and terminal recomputations are effected after deduction from the cumulative accruals of any advance payment already received by the employee, to include severance pay paid at the time of administrative separations and advances authorized under paragraph 5. Amounts representing the

employee's contribution to the Italian Social Security and which have been paid by the employer on behalf of the employee are also deducted from gross accruals before recomputations are effected.

5. End-of-Employment Pay may be advanced, subject to the conditions listed below:

a. Employees with eight (8) or more years of uninterrupted service with the employer in Italy, are eligible to receive advance payment of the End-of-Employment Pay (EEP) for the purpose of buying the first house for themselves or for their children (the term used herein "purchase of the first house" includes the sums due by an employee for joining a cooperative organization for the purpose of constructing a house, or to have assigned a house already constructed), or for the payment of extraordinary dental expenses, or extraordinary medical surgical, diagnostic, and prosthesis expenses recognized by the local health authorities. The number of advance payments will be limited by an annual quota consisting of 20 percent of the eligible employees, or 8 percent of the total non-US work force, whichever is greater. Quotas will be established by geographical area, separating Exchange services employees from all other employees.

b. Eligible employees may be advanced an amount equal to 70% of the uncommitted EEP or the sum of money needed for the authorized expenses, whichever is less. Advance payments will be granted on the basis of applications submitted by the employees to the respective Civilian Personnel Office, with the required supporting documents.

c. The applications will be reviewed by an ad hoc board which consists of local national employees. The members of the board may be nominated by management and by the recognized unions. Where unions elect to nominate their representatives, there will be one member nominated by management for each member nominated by the unions. In addition, there will be a non-voting Executive Secretary responsible for the administration of the program. In order to expedite the process, the number of members will be kept to the minimum.

d. The advance payment may be granted only once during the period of employment and may not be reimbursed. A second

advance payment may be granted in extreme cases as determined by the ad hoc committee.

e. Where necessary, the following priority criteria will be applied:

(1) Highly complex and expensive surgery or treatment needed by the employee or his/her dependents or members of the household, where the prognosis is of extreme gravity.

(2) Purchase of the first house by an employee with relatives in his/her household following court decision which make eviction action effective, provided the employee's spouse does not own adequate and available lodging in the Comune where the employee's worksite is located or in an area where commuting to and from work is possible.

(3) Highly complex and expensive surgery or treatment required by the employee or his/her dependents, or members of the household.

(4) Surgery, medical, or dental treatment for the employee or members of the household, including dependents, providing the cost is at least one-sixth (1/6) of the employee's annual salary. For less expensive cases apply priority (8).

(5) Purchase, construction or rehabilitation of an inhabitable first house for employees having dependents in the household, providing the employee's spouse does not own adequate and available lodging in the Comune of the employee's worksite or in an area where commuting to and from work is possible and providing the house being acquired is located in a like manner.

(6) Purchase, construction or rehabilitation of an inhabitable first house for employees in all cases not covered under the preceding paragraphs.

(7) Purchase, construction or rehabilitation of an inhabitable first house for the employee's son/daughter.

(8) All other cases falling within the provisions of paragraph 5a.

6. In the event that applications for EEP advances for cases covered under paragraphs 5e(1), 5e(2) and 5e(3) are received after the annual quotas are completed, the unused quotas of the previous years will be utilized to satisfy these requests.

7. Employees who wish to have advance payment should submit to the respective CPO an application with the following supporting documents:

a. Notary Public Act (Atto Notarile di Compravendita): or

b. Informal agreement of purchase/sale (Compromesso di Compravendita) followed by submission of Notary Public Act: or

c. Copy of the construction license issued by the Comune, with an estimate of the cost and a statement of the city authorities showing the beginning date of the construction.

d. Receipt for medical, surgical, diagnostic, and prosthesis expenses issued by the practitioner, or an estimate of the above costs, followed by final receipts to be submitted immediately after completion of the treatment.

8. When the advance payment is made on the basis of provisional documents, like informal purchase agreement or cost estimate, the final supporting document should be submitted within six (6) months of receipt of the advance, except for cases in which a longer period is justified.

9. When advance payments made on the basis of provisional supporting documents, like informal purchase agreements or cost estimates, are not substantiated by final documents submitted in due time, or when there is a discrepancy between the estimates and the actual cost, the employee shall refund the whole amount or the difference overpaid, respectively. In addition, when it is verified that the employee has willingly abused the above benefits, disciplinary action may be taken.

## List of pay items to be used for the computation of End of Employment Pay

(1) Base pay
(2) Contingenza
(3) Third element
(4) EDR
(5) Frozen seniority pay (including SPA)
(6) New seniority pay
(7) Lunch allowance
(8) Personal supplements (article 44)
(9) Personal supplements (article 52)
(10) Frozen allowances (article 53)
(11) Extended workweek pay
(12) Overnight allowance (firefighters)
(13) Non-occasional assignments listed in article 45
(14) Regularly scheduled night differential
(15) U.S. Forces differential (attachment 8)
(16) Quadri allowance
(17) Tour supplement for firefighters
(18) 13th and 14th month bonus
(19) Pay supplement for Sunday holidays (Republic Day and National Unity Day)
(20) Environmental pay
(21) All recurring elements paid to dirigenti

Attachment (a) to article 64

## ARTICLE 65

## MILITARY FURLOUGH AND MILITARY LEAVE

1. Conscription Duty (Servizio Militare di Leva). Upon presentation of military conscription orders, the employee who has completed the trial period is placed on furlough (extended leave without pay). This period is creditable for the purposes of accrual of periodic seniority increase (PSI), annual leave category, length of the separation notice period, RIF preference based on "total length of service" and sick leave compensation based on length of service.

2. Reserve Duty (Richiamo alle Armi). Employees are entitled to receive the regular salary for the first two months of active duty and the difference between the regular salary and military pay, if the latter is less, beginning with the third month. These payments are made on behalf of the Italian Social Security and recovered by the employer by appropriate set-off. The employee is placed on military leave. Military leave represents creditable service for all benefits, generally in the same manner as provided for periods of sick or maternity leave which are financed by the Italian Social Security.

3. The employee is required to report to the employer following the date of discharge within the time limits which follow. The employee who fails to report within these time limitations without a justifiable reason will be considered to have resigned.

a. Conscription Duty: Thirty (30) days.

b. Reserve Duty:

(1) Five (5) days for service of one (1) month or less.

(2) Eight (8) days of service over one (1) month but under six (6) months.

(3) Fifteen (15) days for service of six (6) months or more.

3. Non-Combatant Service and Substitute Service for Conscientious Objectors (Servizio Militare Non Armato e Servizio Sostitutivo Civile). The employee will be regarded as having been placed on military conscription upon receipt of orders for "Servizio Militare Non Armato" or "Servizio Sostitutivo Civile". Following discharge, the employee is required to submit a copy of discharge papers annotated by the military authorities to the effect that the military draft requirement has been satisfied.

## ARTICLE 66

## POSITION CLASSIFICATION

Pending completion and implementation of an agreed to revised grading plan, positions will continue to be classified and graded in accordance with the existing grading plans on the effective date of this document (attachments 4 and 5).

## ARTICLE 67

## AMENDMENTS AND DURATION OF EMPLOYMENT CONDITIONS

These employment conditions become effective on 1 October 2000. They will be reviewed in three (3) years but will remain in effect until superseded. Any amendments or changes to this document will be made in accordance with the provisions of the Memorandum of Understanding of 12 May 1981 (Attach. 7).

# ATTACHMENT 1

## QUALIFICATIONS REQUIREMENTS

(To be developed)

## ATTACHMENT 2

## COMPUTATION OF SENIORITY PAY

1. Current PSI values are reviewed in conjunction with the U.S. Forces' annual wage survey. If the study results in increased values, these become effective on the date wage survey results are implemented.

2. The sectors considered in computing flat rate PSI amounts are as follows:

| | |
|---|---|
| a. Non-Exchange: | Metal Mechanic<br>Chemical<br>Textile<br>Oil<br>ENEL (Electricity)<br>TELECOM (Telephone) |
| b. Exchange: | Commercial |

3. The PSI amounts for established comparable levels are determined in each sector.

a. The results for the Non-Exchange sector are averaged (simple average).

b. The results for the Exchanges are adjusted to compensate for the difference inherent in comparing a triennial PSI entitlement to a biennial system

4. The computed PSI amounts for the comparable levels are used in the formula which generates a 2$^{nd}$ degree parabola to produce a smooth progression of PSI values for all grade levels used by the U.S. Forces.

## ATTACHMENT 3

## SEPARATION INDEMNITY

1. General. Separation indemnity is due for seniority of service prior to 31 May, 1982.

2. Definitions:

a. Creditable Service. Creditable Service is continuous service with the employer in Italy through 31 May 1982 which is followed uninterruptedly by service for which end-of-employment pay is due.

(1) Specifically, creditable service includes:

(a) Periods of military furlough or leave during which the employee served in active military duty with the Italian Armed Forces provided such periods are preceded and followed by creditable service with the employer. Periods of military duty represent creditable employer service even if the employee was separated at the time the employee received military orders, provided he was reappointed upon completion of military service.

(b) Periods of temporary employment during continuous service with the employer, even though the employee may not have been eligible for the separation indemnity at the time of such employment.

(c) Periods of part-time employment followed uninterruptedly by full-time employment. However, the employee's entitlement for the period of part-time employment will be computed in accordance with paragraph 5d. below.

(d) Absences during continuous employer creditable service, when the employee was on sick leave, annual leave, maternity leave and any other leave, whether paid or unpaid, and other absences in a non-pay status. Extended periods of furlough (leave without pay) are creditable provided the employee returned to active duty status upon completion of the scheduled period of furlough.

(2) Creditable service does not include:

(a) Periods during which individual services were occasional, gratuitous, voluntary or otherwise such that an employer-employee relationship was not formalized and in fact, did not exist.

(b) Periods of service for Allied or other international organizations other than, and distinct from the employer in Italy, although followed by employment with the employer; or service with the U.S. Armed Forces outside of Italy under different conditions than applicable to the employment of Italian Civilian Nationals by the employer in Italy.

3. Creditable Pay. This is the rate of compensation inclusive of all regular and repetitive pay elements as may be due, and in the amount due, as of 31 may 1982. Creditable pay does not include:

a. Family allowances.

b. Pay for overtime, Sunday and Holiday work.

c. Allowance or differentials paid occasionally or intermittently based on actual time of performance or exposure, such as environmental pay, user-driver allowance, or off-post meal allowance.

d. Amounts paid in consideration of temporary duty assignments, such as travel pay and allowance for detail to higher-level jobs.

4. Entitlement.

a. For each year of creditable service in Impiegati or Special Category positions one (1) month's pay will be credited.

b. For each year of creditable service in Operai positions separation indemnity is credited as follows:

(1) For employment periods completed on or before 31 December 1968:

8 days' pay for each of the first 5 years of service.

11 days' pay for each of the following years of service from the 6th through 10th.

12 days' pay for each of the following years.

(2) For employment periods from 1 January 1969 through 29 February 1973

8 days' pay for the first year of service.

11 days' pay for each of the following years of service from the 2nd through 10th.

16 days' pay for each year beginning with the 11th.

(3) For employment periods from 1 March 1973 through 31 December 1973:

11 days' pay for the first year of service.

13 days' pay for each of the following years from 2nd through 10th.

16 days' pay for each year beginning with the 11th.

(4) For employment periods from 1 January 1974 through 31 May 1982:

11 days' pay for the first year of service.

13 days' pay for each of the following years from the 2nd through 10th.

1 month's pay for each year beginning with the 11th year of service.

(5) Within each of the above listed employment periods, the entitlement is established counting all creditable service preceding the period. For example, an employee hired 1 January 1964 will have completed ten (10) years of service on 31 December 1973 and is accordingly entitled to one (1) month's pay for his 11th year of service which begins 1 January 1974.

(6) In the event of reappointment of an employee with a history of prior U.S. Forces' service, such service is taken into consideration in determining the initial separation indemnity entitlement by assigning a constructive service computation date.

(7) Under article 25 of the Joint Policy Statement, employees hired prior to 1 September 1957 retain the more favorable entitlement for certain Operai service periods as specified in local directives, limited to continuous employment with the employer extending beyond 1 September 1957. Operai employees hired after 1 September 1957 following a break in service, have their separation indemnity computed in accordance with paragraphs 4b(1) through 4b(6) above.

(8) If an employee is changed from Operai to Categorie Speciali or Impiegati during continuous service with the employer, the aggregate number of days representing the separation indemnity accrued for the Operai service period through the date of the change is computed and recorded for payment at the time of separation based on the final rate of compensation. In other words, the Impiegati entitlement (one (1) month's pay per year of service) applies to the period of Impiegati employment, and the Operai entitlement to the Operai employment period. However, the applicable final pay is the basis for computation of both types of entitlement.

c. For fractions of service years, the entitlement is one twelfth (1/12) of the annual entitlement for each month of service or fraction thereof of 15 or more calendar days.

d. For part-time tours of duty, the annual entitlement consists of as many fortieths (40) of the applicable rate as there are hours in the scheduled workweek.

# UNIFIED GRADING PLAN OTHER THAN EXCHANGE SERVICES

## SUBSECTION I

## INTRODUCTION

1-1 Purpose and Scope: The Unified Grading Plan applies to all non-U.S. citizen positions, appropriated and non-appropriated fund, other than exchange activities, which are serviced by U.S. Armed Forces civilian personnel offices in Italy.

1-2 Definitions

a. The term "Non-U.S. Citizen", means a civilian employee or a prospective employee of the U.S. Forces who is either an Italian citizen or citizen of another country (other than U.S.) who normally resides in Italy or who has been admitted for employment in Italy under applicable Italian regulations.

b. Operai are workers performing or supervising unskilled or semi-skilled manual labor or semi-skilled and skilled crafts and trade work.

c. Categorie speciali are supervisory Operai who are classified as Foreman (Foreman I) or Lead Foreman (Foreman II).

d. Impiegati are salaried employees performing or supervising clerical, administrative, technical, or professional work.

1-3 Method of Classification

a. Impiegati positions are classified by reference to applicable Office of Personnel Management position classification standards, as supplemented or adapted. The applicable GS grade is then converted to the appropriate grade under the Unified Grading Plan.

b. Operai Leaders and Categorie Speciali. Level of work supervised is to be determined by reference to basic Grade-level Definitions and applicable Profiles, as described in subsections 3 and 4.

c. Non-Supervisory Operai. These positions are grouped in six levels, the lowest of which (U-10) is a temporary level. Each grade level definition is followed by examples. These examples are in the form of job profiles.

SUBSECTION 2

## THE UNIFIED GRADING PLAN FOR IMPIEGATI

### 2-1 BASIC GRADE DEFINITION

a. Grade U-1 SUPER (U-1S). This level is the equivalent of GS-12 on the basis of grade level criteria and specifications contained in applicable OPM Position Classification Standards, as supplemented or adapted by the JCPC for Italy or the respective European Commands of Army, Navy, and Air Force.

b. Grade U-1. This level includes all positions equivalent to GS-10 or GS-11 under applicable standards and guidelines.

c. Grade U-2. This level includes all positions equivalent to GS-8 or GS-9.

d. Grade U-3. This level includes all positions equivalent to GS-7.

e. Grade U-4. This level includes all positions equivalent to GS-6.

f. Grade U-5. This level includes all positions equivalent to GS-5.

g. Grade U-6. This level includes all positions equivalent to GS-4.

h. Grade U-7. This level includes all positions equivalent to GS-3.

i. Grade U-8. This level includes all positions equivalent to GS-2.

j. Grade U-9. This level includes all positions equivalent to GS-1.

## 2-2 Standardized Job Description

a. Approved Standardized Job Descriptions are published within this subsection for various kinds and levels of impiegati positions common to the U.S. Forces. Standardized Job Descriptions (SJDs) will be used as the official position description in all instances where, through job analysis and evaluation processes, positions are determined to be sufficiently like the SJD.

b. Selection of an applicable SJD will be based upon its substantial similarity to the position in question in such major respects as: nature, variety and difficulty of work; responsibilities involved; and the kinds and extent of knowledge, skills, and experience required. Exact comparisons with the SJDs are not required and will rarely be achieved owing to the very nature of SJDs. Minor differences, particularly those pertaining to secondary tasks and procedural details, should be disregarded. Similarity between a given position and a SJD will be determined by the personnel officer or his designated representative in consultation with the supervisor. Application of the title and grade on the SJD is mandatory.

c. Minor pen and ink changes may be made to the SJD providing such changes do not affect the title or grade level of the job.

d. Individual descriptions will be prepared for positions which cannot be identified with a published SJD, in accordance with applicable policies and directives of the respective service. As a minimum, individual descriptions will provide in brief and simple text, information concerning the nature of work, the major duties and responsibilities of the position, the essential operations or tasks involved, and, as applicable, any special conditions or requirements for recruitment or performance. Positions so classified will be submitted to the Classification and Wage Subcommittee for possible publication, providing they are reasonably standard among the services and are typical or particularly descriptive of a grade level.

e. Approved SJD

(1) Clerk-Typist 322-08

(a) Supervisory Controls

1 Work is performed under the general supervision of higher grade personnel who make assignments, give instructions as necessary; and are available for advice and assistance as needed. Work is reviewed for accuracy, completeness, and compliance with procedures and instructions.

(b) Major Duties

1 Types a variety of narrative and tabular material (e.g. correspondence, reports, memoranda, studies, rosters, forms) without errors and corrections when required, from clean copy or rough drafts on which revisions and headings have been clearly indicated, following established formats and involving routine spacing arrangements. Refers to correspondence manuals and nontechnical dictionaries.

2 Performs one or more of the following clerical tasks: time stamp and route mail to a few points or individuals; arrange and file items in subject or chronological order where the classification is readily identified; answer the telephone and take messages or refer calls to others; check or verify data by direct comparison with original source material and make corrections; tabulate or post data from source documents to work sheets or other records; compute totals, balances, percentage or perform other simple arithmetical procedures; receive, maintain and issue office supplies and initial replenishment requests. Initiate form-type correspondence. May provide simple and repetitive interpretation/translation service from/into Italian. Perform other related duties as assigned.

(2) Clerk-Typist 322-07

(a) Supervisory Controls

1 Works under general supervision, performing recurring duties in accordance with established procedures. Receives instructions in new or revised procedures or new assignments. The supervisor is available for advice and assistance. Work is reviewed for adequacy of overall product, accuracy, and conformance with instructions and procedures.

(b) Major Duties

1 Types a variety of narrative and tabular material (e.g. staff studies, correspondence, reports, cables,

directives, technical papers, manuals, charts, statistical tables) having one or more of the following characteristics: (a) The continuous use of a wide variety of scientific, technical or specialized terms requiring accuracy in spelling, and syllabification, which may necessitate reference to technical dictionaries, textbooks, research reports, or similar material. (b) Nonspecialized terminology in documents requiring the use of a wide variety of formats, with responsibility for assuring the propriety of form and arrangements required by style manuals, or use of judgement in originating form, spacing, and arrangements, and preparation of material in final form. (c) Statistical or other tabular material requiring independent determinations regarding form and arrangement when numerous headings and subheadings are present. (d) Selection, rearrangement or consolidation of data from a number of source documents based upon instructions indicating only the general nature of the end product or objectives to be achieved.

2 Performs one or more of the following clerical tasks: Receives visitors and telephone calls and refers them to the proper person or furnishes information requested; routes, controls, and distributes mail to several units or individuals in accordance with established procedures and knowledge of the organizations and personnel therein; maintains and classifies a variety of files involving many subject headings and subheadings; obtains, compiles and summarizes statistical data in accordance with specific instructions or standard procedures; composes routine correspondence from brief notes, oral instructions or on the basis of precedents; prepares simple charts, graphs, tables, or other material. May provide simple interpretation/translation services from/into Italian. Performs other related duties as assigned.

(3) Card Punch Operator 356-08

(a) Supervisory Controls

1 Supervisory control includes the assignment of work; detailed instructions in any punching operations not covered specifically in established procedures and occasional observation of the work during its performance. Supervisor is available to resolve problems. Original punching is usually verified on a complete basis. Verification work is subject to review on a spot-check basis.

(b) Major Duties

1 Performs card punching and/or verifying of alphabetic and/or numeric data from a limited variety of precoded source documents involving the application of punching procedures which are closely similar in patterns as to type of items punched and location of items on source documents. Receives on-the-job training in more difficult key punching involving recording and verifying a wide variety of accounting data and use of numerous punching procedures. Performs other related duties as assigned.

(4) Card Punch Operator 356-07

(a) Supervisory Controls

1 Works under general supervision, receiving oral and written instructions on new or revised punching procedures and work assignments. Incumbent is expected to know standard, frequently used procedures and/or codes but supervisor is available to resolve the more difficult problems of application and interpretation. Card punch operations are verified on a complete basis for accuracy, while work done on verifier is spot-checked for accuracy and adequacy.

(b) Major Duties

1 Operates alphabetic and numeric key punch and/or verifying machines. Punches data from a variety of source material, i.e., from 20-60 different types of documents requiring selection and application of procedures for 20-60 different jobs when either (1) full variety of material occurs frequently enough to require operator to make rapid adjustment in order to maintain acceptable speed and accuracy, or, (2) where variety is moderate, judgement and interpretation is required in processing coded and/or uncoded data. As required, punches program cards; trial punches new or revised procedures; operates some related data processing equipment such as data transceiver, duplicating, or tape-card machines. Performs other related duties as assigned.

(5) Sales Store Checker 2091-07

(a) Supervisory Controls

1 Supervisor assigns work, provides general

instructions and guidance, advises on changes in work methods, gives more specific instructions for new work, and provides assistance on more difficult work. Work is performed in accordance with standard operating procedures and is spot-checked for accuracy, conformance to instructions, and adequacy of performance.

(b) Major Duties

1 Checks customer purchases, determines category or classification of each item of merchandise, ascertains price, computes amount of surcharge, records item cost and surcharge on multiple cash register, determines total amount and collects payment making correct change. Responsible for validity of cash items accepted. Verifies and/or reconciles aggregate cash receipts with supervisor. Reports sales of abnormal amounts of controlled items and adjusts complaints and/or refers customers to supervisor when adjustments sought exceeds store policy limits. Fills in and processes sales slip or requisitions for charge purchases, identifying items by category, cost code, and price. Assists customers by giving information on prices, stock locations, quality, and availability of items. Checks identification cards. For a lesser portion of time weighs, wraps, packages, and price marks items for displays; replenishes depleted shelf and counter stocks; makes changes in item prices to conform to revised price lists; and participates in recurring and special inventories of stock items by counting, weighing, listing, and computing total quantities and costs. Performs other related duties as assigned.

## SUBSECTION 3

## THE UNIFIED GRADING PLAN FOR OPERAI LEADERS AND CATEGORIE SPECIALI

### 3-1 Basic Category Definitions

a. Categorie Speciali

(1) Foreman (Foreman I). He typically supervises other supervisors. He is responsible for planning, coordinating, and directing a variety of related work operations or functions involving several units, through one or more layers of supervision. Completed work is reviewed by supervisors for overall effective and economical use of personnel, equipment, materials, and methods to meet production goals and quality standards. A foreman characteristically has the following responsibilities with regard to planning, work direction, and administration.

(a) Planning. Plans and schedules work assignments on a long or midrange basis, for accomplishment by the units supervised within schedules and priorities established by higher level supervision. Analyzes work schedules, determines manpower, tooling, and material requirements, and provides advice to supervisors on such matters as ability to accomplish assignments as scheduled, budget estimates, changes in production techniques and standards, rearrangement of machinery, or other changes in facilities.

(b) Work Direction. Establishes a good working climate to encourage employees to participate in achieving management goals, and to promote efficient and economical work operation. Assigns and explains work requirements to subordinate levels of supervision. Maintains balanced workload for subordinate work groups or units, shifting work among subordinate units for most effective operations. Spot checks work operations and reviews completed work and inspection reports to assure that production and quality standards are met. Coordinates work operations as needed with the supervisors of other organizations and functions.

(c) Administration. Recommends promotion or reassignment of subordinate supervisors, makes formal appraisals of their work performance and determines training needs for all levels of subordinate supervisors and workers. Assures that subordinate supervisors effectively carry out policies to achieve management objectives in such areas as labor management relations and equal employment opportunity. Schedules leave of subordinate supervisors and reviews personnel actions and employee performance appraisals initiated by subordinates. Assures that prescribed records are maintained and reports accomplished.

(2) Lead Foreman (Foreman II). Typically supervises non-supervisory workers (for example, 12 or more including one leader) in two or more crews belonging to related trades or crafts. Has substantial supervisory responsibility for control over work operations and subordinates and is accountable to his/her supervisor for the quantity and quality of the work. A Foreman II characteristically has the following responsibilities with regard to planning, work direction, and administration.

(a) Planning. Plans day-to-day or longer range work schedules and sequence of operations for subordinates. Determines the number and types of employees needed, and obtains materials and equipment required to meet established deadlines and priorities. Responsible for adherence to established procedures; consults with supervisors on proposed deviations.

(b) Work Direction. Motivates subordinates to

operate as an effective working unit. Selects individual workers and assigns work or tasks to be performed. Explains work requirements, methods and procedures, and reviews work in progress or on completion. Coordinates the work of the unit supervised with other individual units as required.

(c) Administration. Promotes participation of subordinates in management programs such as suggestions, quality assurance, and cost reduction. Schedules and approves leave requests of subordinates, sets performance standards and makes formal appraisals of work performance. Determines training needs. Initiates recommendations for promotion or reassignments of subordinates. Counsels employees, resolves informal complaints, and initiates disciplinary actions as needed. Enforces regulations and rules on housekeeping, conduct, and safety. Maintains prescribed records and submits production reports as required.

b. Leader. As a regular and recurring part of the job, he leads a group of employees (typically six or more, but in no case less than three) in accomplishing trades and labor work. The leader is responsible to the supervisor for assuring that the work assignments of the other workers of the group are carried out by: passing on instructions and getting work started; working along with other employees, setting the pace, and demonstrating proper work methods, advising other employees to follow instructions received from supervisors and to meet deadlines; assuring that needed work and supplies are available to keep the work crew busy; and assuring that safety and housekeeping rules are followed. The leader typically reports daily accomplishments of the crew led to the immediate supervisor, receiving, in turn, instructions concerning changes in work projects, priorities, and requirements.

3-2 Basic Grade Level Definitions

a. Grade U-3. This level includes all positions of Foreman I where work supervised is classifiable at U-6.

b. Grade U-4. This level includes all positions of Foreman I where work supervised is classifiable at U-7, or all positions of Foreman II where work supervised is classifiable at U-6.

c. Grade U-5. This level includes all positions of

Foreman I where work supervised is classifiable at U-8, or all positions of Foreman II where work supervised is classifiable at U-7, or all positions of leaders where work led is classifiable at U-6.

d. Grade U-6. This level includes all positions of Foreman II where work supervised is classifiable at U-8, or all positions of leader where work led is classifiable at U-7.

e. Grade U-7. This level includes all positions of Foreman II where work supervised is classifiable at U-9 or U-10, or all positions of leader where work led is classifiable at U-8.

f. Grade U-8. This level includes all positions of leader where work led is classifiable at U-9 or U-10.

SUBSECTION 4

THE UNIFIED GRADING PLAN FOR NON-SUPERVISORY OPERAI

4-1 Basic Grade Level definitions and Job Profiles

a. Non-supervisory operai levels are defined below. Representative job profiles are provided to illustrate the definitions. The titles refer to job families rather than to specific jobs. The Roman numerals indicate skill levels within a given occupation, with I being the highest. Although no details are given as to job controls envisaged over the various work situations, it should be clear that, in general: U-5 and U-6 normally operate under limited technical supervision if any; U-7 work independently but guidance is readily available to them; for U-8, U-9 and U-10 supervision ranges from close to general depending on individual tasks.

b. Grade U-5. This level includes all positions of advanced craftsmen and tradesmen in complex occupations of high technological content. Positions require through practical and theoretical knowledge in one or more fields acquired through formal training and extensive job experience. They usually operate with substantial freedom from technical supervision and are expected to select method of work.

AUTOMOTIVE MECHANIC I. Inspects automotive or industrial

mobile equipment turned in for repair, and determines sequence, type and extent of repairs to be accomplished. Initiates work orders. Performs inspection on repair work done by Mechanic II, examines and road-tests vehicles and components by use of a variety of specialized test equipment. Certifies to satisfactory condition of vehicle repaired, or returns to repair shop with instructions as to further repairs required. May inspect work in process, and paperwork incidental to work assignments.

ELECTRONIC EQUIPMENT MECHANIC I. Diagnosis malfunctions, repairs and maintains control office telephone equipment such as distributing frame, power sources, test desks, fire reporting switchboards and trunk carrier systems. Utilizes a variety of tools, testing devices, and trade techniques to locate and correct defects, replace parts, and rearrange wires. Oversees and trains Mechanics II and III.

MACHINIST I. From blueprints or measurements, performs work on materials, mechanical parts, and equipment requiring accurate positioning and involving close tolerances (.01mm), using a number of complex machine tools (lathe, grinder, miller, shaper, boring machine, etc.). Performs work of high specialization and precision requiring exact positioning, using a single complex machine tool.

c. Grade U-6. This level includes:

(1) All positions of advanced craftsmen and tradesmen in complex occupations of lesser technological content than that typical of the next higher level, requiring complete apprentice type training and several years of progressive experience in the respective fields. These positions operate with substantial independence, and seldom require technical assistance.

AIR CONDITIONING MECHANIC II. Performs full range of diagnosis of malfunction, repair, overhaul, maintenance, and servicing of industrial and domestic reach-in and walk-in refrigerators, cold-storage and cold-room equipment, freezers, water coolers, dehumidifiers, air conditioning units and systems, ventilating equipment and shop machines. Interprets schematics, diagrams, and technical publications.

AUTOMOTIVE MECHANIC II. Independently diagnoses malfunctions, overhauls, repairs, and maintains vehicles such as automobiles, buses, trucks, forklifts, warehouse tractors, and light ground maintenance equipment, including engines, automatic and standard transmissions, suspension, steering and braking systems, and related electrical, fuel, hydraulic, wheel and engine assemblies. Uses specialized test equipment such as compression testers, motor analyzers, test benches, micrometers, vernier calipers, and dial indicators.

ELECTRICIAN II. Performs the full range of maintenance, installation, and repair of overhead and underground electrical distribution systems and equipment, including transformers and standby generators. Works with high tension energized lines over 5,000 volts. Reads and interprets sketches, drawings and wiring diagrams. Uses a variety of specialized test equipment. Work may be performed at remote sites.

HEATING EQUIPMENT MECHANIC II. Maintains, repairs, and performs installation work on domestic and industrial heating plants and associated equipment, up to and including high-pressure steam plants whose operation requires Degree 2 certificate.

MACHINIST II. From blueprints or measurements, performs work of average difficulty on material, mechanical parts, and equipment, using a number of complex machine tools. Or performs any type of work requiring a high degree of specialization or precision, using a single non-complex machine tool (planer, slotter, gear cutter, etc).

PAINTER I. Lays out and paints signs, posters, symbols, insignia in the more elaborate lettering styles and color compositions; applies silver and gold leaf and various finishes to metal, wood, and glass surfaces.

STEAM PLANT OPERATOR II. Responsible for steam generators having a combined heating surface of over 100 square meters and up to and including 500 square meters, and an evaporation capacity of over 3 and up to and including 20 metric tons of steam per hour, and other comparable industrial boiler plants requiring Degree 2 certificate.

WELDER I. Working from blueprints, performs either electrical arc or gas welding of considerable difficulty, or

both arc and gas welding of average difficulty on mechanical components and structures in ferrous metal and alloys, in any position.

WOODWORKER I. Fabricates, assembles, repairs, or reconditions high-quality wooden articles, and applies a variety of finishes as appropriate. Performs inlay and other intricate work.

(2) Positions of operators of industrial, engineering or construction, firefighting, and other heavy and complex equipment, involving full responsibility for compliance with technical specifications, safety and economy, operator's and minor maintenance, and required record keeping.

ENGINEER EQUIPMENT OPERATOR I. On a regularly recurring basis operates equipment such as heavy graders, heavy bulldozers, heavy excavators and heavy multipurpose units, in the accomplishment of a variety of work orders involved in construction projects. Moves equipment to/from work site, using public roads.

FIREFIGHTING EQUIPMENT OPERATOR I. On a regularly recurring basis drives manned heavy firefighting unit (crash and rescue, or structural) to fire, emergency, incident, or drill site. Positions unit taking into considerations rescue requirements, exposures, wind conditions, terrain, etc.; determines pressures required and makes adjustments necessary to regulate the flow of water, foam, or other extinguishing agent; assures the proper functioning of all firefighting and rescue systems of the unit. Performs preventive and minor maintenance of unit and component equipment.

MOBILE EQUIPMENT OPERATOR I. On a regularly recurring basis operates one, or any combination, of the following types of equipment: heavy recovery trucks, heavy wreckers and tugs, heavy airport or harbor cranes, heavy air cargo loader, heavy tractor-trailer combinations or special equipment, such as 40 ft. semitractor-trailer, requiring presence of co-driver or police escort.

d. Grade U-7.

(1) This level includes: All positions of tradesmen and craftsmen involving performance, under normal technical

guidance, of a range of duties of average difficulty representative of the trade or craft concerned, and requiring successful completion of apprenticeship, or specific skills and knowledge, however acquired, equivalent to a few years of progressive job experience.

AUTOMOTIVE MECHANIC III. Performs repair and maintenance of motor vehicles by cleaning, reinstalling or replacing accessible parts such as filters, washers, carburetors, fuel pumps and lines, springs, bearings, shock absorbers, spark plugs, wheel cylinders, and mufflers. Adjusts or repairs brake and axle assemblies, clutches, steering, ignition, valves, distributor setting, points; gaps spark plugs; sets engine idle and timing. Uses a variety of hand tools and a small variety of test equipment.

COOK II. Prepares and cooks for bulk or individual servings a wide variety of regular and special diet food, including meats, fish, poultry, vegetables, soups, sauces, gravies, dressing, and desserts, by frying, roasting, baking, broiling, braising, steaming, and boiling. Uses various tests to determine that food is properly cooked, and assures high nutritive value and good taste. Uses a variety of utensils, tools, and powered kitchen equipment.

ELECTRICIAN III. Maintains, repairs, and performs minor installation work on the inside wiring of a building. Checks equipment and fixtures including panel wiring and connections, for general condition, proper functioning, and safety. Replaces or repairs defective parts, and reports need for major repair. Takes measures to prevent further damage.

HEATING EQUIPMENT MECHANIC III. Maintains, repairs, and performs minor installation work on low-pressure domestic heating units and associated equipment. Work involves limited plumbing, soldering, masonry, or electrical work.

PAINTER II. Determines paints to be used, and mixes colors to meet individual requirements. Sets up and climbs ladders and scaffolds. Prepares surfaces for painting, and applies paint, varnish, enamel, lacquer, etc. by brush, roller, or spray gun, to stone, brick, metal or wooden surfaces. Includes any sign painting technique other than free-hand.

(2) All positions of mobile equipment operator which do not fully meet the definition provided at U-6, and which are not so restricted in scope or responsibility as to warrant classification at U-8.

EXAMPLES ARE: Aircraft Towman, Bus Driver, and Chauffeur.

OTHER EXAMPLES: Taxi Driver, Truck Driver, and Special-Purpose Vehicle Operator, when these positions involve use of public roads.

(3) All positions which are distinct in themselves and require comparable specific knowledge or work experience. Included are positions of utility operators not constituting electromechanical combinations.

BARWORKER I. Utilizes very wide knowledge and skills to mix the full variety of internationally known cocktails, using diversified techniques and ingredients, including liquors, mixes, fruits, etc. Serves customers, accepts cash, and makes change. Answers telephone, and takes and relays messages for patrons.

FIREFIGHTER II. Structural firefighter, extinguishes fire at installations other than airfield or comparable locations. Lays hose lines, raises ladder, uses extinguisher, removes items from burning structures, and assists personnel in evacuation. Regularly participates in firefighting training. Keeps firefighting equipment in good operating condition. Maintains equipment, keeps quarters and adjacent areas clean and orderly.

FORKLIFT OPERATOR I. Operates electric, gasoline, or diesel powered forklift trucks which are capable of lifting loads weighing 5 metric tons or more to a height of 4 meters or more.

GROUNDSKEEPER II. Plants, transplants, cultivates, and pots plants; prepares soil for planting. Fertilizes, sprays, waters, prunes, and cultivates trees, flowers, bushes, and shrubbery. Prepares and maintains lawns, ornamental flower beds, and borders.

SECURITY GUARD I. Appointed sworn guard, stands watch or patrols assigned area. Guards against unauthorized access, and prevents pilferage, damage, or trespass; takes action to prevent or subdue disorder; assists other law enforcement officers in

maintaining order at scene of disturbances or accident. Observes/directs traffic; issues traffic tickets. Drives radio-equipped patrol vehicle. Carries firearm. Regularly participates in security training.

UTILITY OPERATOR II. Operates, cleans, and maintains water pumping, filtration, and treatment equipment to purify water for drinking and industrial use. Tests water for bacterial content, amount of chlorine, alkalinity, and hardness. Selects, mixes, and adds chemicals in correct quantities and sequence. Reads meters, gauges, thermometers, and charts. Makes minor adjustment to equipment. Maintains prescribed records.

WAITER I. Responsible for a dining area. Assures that tables are properly arranged with linen, napkins, cutlery, and condiments, and that all food, and beverage items are properly served. Takes orders from patrons, obtains items from kitchen or bar; presents bill to patrons, and accepts payment. Suggests food and beverages to patrons. Participates in scheduling and training of other persons working in the dining area. Assures orderly and sanitary condition of premises and equipment in assigned area.

e. Grade U-8. This level includes:

(1) All positions of semiskilled workers, including those in distinct occupations that fall short of the characteristics of the next higher level.

ASPHALT WORKER I. Applies asphaltic mixtures to pavements, building roofs, and other surfaces. Starts and regulates fire under boiler, heats kettle to proper temperature, distributes aggregate or bitumen to correct thickness, and brushes as appropriate. Operates joints cleaners and refacers, pneumatic hammer, etc.

BARWORKER II. Takes order from customers, and serves a wide variety of alcoholic beverages. Mixes and serves less complex drinks such as high balls. Accepts cash and makes change. Keeps area neat and orderly.

LAUNDRY MACHINE OPERATOR I. Operates four or more washing machines. Assures machines are properly loaded. Selects proper water temperature, number and timing of cycles; adds bleaches,

scourings, bluings, alkali, starches, etc., according to articles being washed. Makes soap, bleach, and starch solutions. Maintains record of lot number, machine number, starting and stopping time of each machine.

SENTRY DOG CARETAKER I. In charge of quarters at Police Dog kennels, secures premises and watches dogs. Prepares meals and feeds dogs. Adjust portions; withdraws water as needed; stores food supplies. Assists veterinarian during checks and treatment. Administers medicines. Keeps kennels and adjacent areas neat and orderly.

TRADES HELPER I. Assists skilled tradesmen by performing relatively simple duties of the trade, keeping tradesmen supplied with tools and materials, and engaging in joint operations with tradesmen as instructed. Performs uncomplicated elements of the trade alone, involving use of journeyman tools and machines on tasks of limited scope.

WAITER II. In dining or club room takes orders for a variety of meals and beverages, fills out order form, places order with kitchen or bar, receives items and serves to patrons, arranges tables with linen, napkins, cutlery, and condiments. Presents bill to patrons and takes payment to cashier. Prepares cold sandwiches. Clears tables and cleans floor.

(2) All other semi-skilled positions for which automatic advancement to this level is provided after completion of service with the U.S. Forces not to exceed 13 months at the U-9 level.

f. Grade U-9. This level includes all unskilled labor positions involving leading and unloading trucks and box cars; moving furniture, supplies, etc. by hand or hand-truck; digging ditches; mowing lawns, washing cars; cleaning, janitorial, and housekeeping duties; or performing equivalent duties in road or ground maintenance, warehousing, laundry work, or similar activities.

g. Grade U-10. This level is the temporary grade level (NTE 13 months in grade) for all unskilled labor positions.

4-2 Standardized Job Description

a. See paragraph 2-2 for the use of standardized job descriptions.

b. Approved SJD

(1) Welder 3703-06

(a) Supervisory Controls

1 Work is performed under general supervision: Subject to intermittent inspection, incumbent is responsible for determining work methods, laying out work, and completing assignments in accordance with oral and written instructions, available guides and trade techniques.

(b) Major Duties

1 Performs welder duties using electric, acetylene and/or inert gas shielded welding processes. Work involves planning, laying out work, positioning and clamping work, preheating metal, and maintaining temperature to prevent distortion. Uses templates, jigs, blueprints and other guides to repair, modify or fabricate metal items for all types of equipment, including repair of light or intricately made mechanical parts, which must fit in assemblies where close tolerances are required. Makes a wide range of welds from simple to precision welding, determining disassembly or repair necessary and materials to be used. Works with light, heavy gauge and hardened metals, welding all the various types of weldable items assigned, using flat, vertical, horizontal and overhead positions. Work processes include preheating, brazing, bead welding, tack welding, flame cutting, pressure welding and heat treating, selection of type of rod and size of tip to accomplish weld, determining heat necessary, setting up and adjusting equipment, maintaining proper speed, flame, motion tip angle and position to produce desired results. Performs other related duties as assigned.

(2) Carpenter 4607-07

(a) Supervisory Controls

1 Supervisor provides written or oral assignments which may be accompanied by drawings, blueprints, or hand drawn sketches. Accomplishes assignments with a minimum of supervisory guidance, applying accepted trade techniques, practices and work procedures. Assignments are subject to check during progress and upon completion for adherence to acceptable standards of workmanship and compliance with instructions.

(b) Major Duties

1 Works alone or as a member of a work crew, either in a shop situation or at a work site and applies the full range of carpentry skills and techniques in repairing, construction, remodeling and maintaining a variety of wooden structures, representative of which are family housing, administrative and office buildings, warehouses and storage facilities. Uses a variety of hand and power shop tools in accomplishing assignments.

2 Plans and lays out work in accordance with drawings, sketches, blueprints and own knowledge of construction or needed repairs. Selects lumber, materials, and supplies. Measures and cuts materials to the required lengths and dimensions. Installs rafters, studs, sills, plates, braces, joists, floors, sub-floors, panels (including sheetrock, plywood and veneers), siding, sheathing, roofing, building paper, insulating materials, door and window frames, and interior and exterior trim. Installs structural and trim items by nailing, bolting, mortising, doweling and gluing. Planes, sands, and finishes completed work when necessary. Installs sheet, roll, and shingle roofing, insuring proper alignment and overlap. Fabricates and installs frames or casings for windows, doors, transoms and ventilators, shelves, counters, plywood duct-work, bulletin boards, cabinets, bookcases, and related features having built-in characteristics. Ensures that installed components are leveled and accurately aligned with other parts of the structure. Installs doors and window sashes. Trims, mortises, drills and prepares items for attachment of hardware. Applies caulking compound or other filler around door and window casings and at other points where tight seal is required. Fabricates concrete forms, scaffolds, storage pallets, storage bins, work benches and related items. Performs other related duties as assigned.

(3) Boiler Plant Operator 5402-06

(a) Supervisory Controls

1 Receives general supervision, including shift assignment, advice and instructions on operational policies and procedures and periodic spot checks of plant operations and equipment for effectiveness of work procedures.

(b) Major duties

1 Is assigned shift responsibility for operation and maintenance of high pressure boiler plant(s). Operates gas, oil or coal fired boiler plants having an active plant capacity of over 100 and up to and including 500 square meters of heating surface and evaporation capacity over 3 and up to and including 20 metric tons of steam per hour. Maintains proper steam pressure and water temperature at all times by adjusting complex controls and regulating auxiliary equipment including water softeners and feed water heaters. Cleans fires and blows down boilers. Synchronizes boilers when switching from one boiler to another to avoid loss of steam pressure. Operates and adjust auxiliary plant equipment. Switches from automatic to manual operation in case of breakdown. Responsible for cleanliness of boiler room. Inspects boilers and equipment in accordance with prescribed schedule and check lists; makes adjustments and repairs to plant and auxiliary equipment; reports evidence of deficiencies requiring major overhaul and repair. Maintains operating logs for shift; records information concerning operation and maintenance of plant, e.g., fuel consumed, BTU output, and plant efficiency.

2 Performs preventive maintenance on plant facilities, components and auxiliary equipment. Initiates and performs minor repairs when required. Assists others in performing major overhaul or repair of plant equipment. Performs other related duties as assigned.

(4) Forklift Operator 5704-08

(a) Supervisory Controls

1 Controls consist of specific instructions at the beginning of each assignment. Operator's performance is regularly observed and evaluated for compliance with instructions. Vehicle is intermittently spot checked for abuse and accomplishment of preventive maintenance. Work is checked for progress and care in handling items being moved.

(b) Major Duties

1 Operates forklifts capable of lifting less than 5 metric tons to a height of less than 4 meters to load, unload, stack, unstack, rewarehouse and move boxes, crates, packages, pallets or loose items; regulates fork and truck movement, exercising care to avoid overloading or improper

stacking or movement of supplies and materials; performs driver's maintenance with established rules and regulations. Performs other related duties as assigned.

(5) Meat cutter 7407-07

(a) Supervisory Controls

1 Under general supervision performs assigned tasks in accordance with standard meat cutting methods; receives oral or written instructions on any new work assignments; work is spot checked for compliance with regulations and instructions in progress and upon completion.

(b) Major Duties

1 Performs the full range of meat cutting tasks. Selects, cuts, boxes, and trims whole, half or quarter food animal carcasses into standard retail or specifically requested cuts, sizes, or portions. Applies knowledge of the anatomy of food animals yielding pork, veal, beef and lamb sufficient to estimate the kinds and number of cuts in a carcass of primal cut, to make the largest number of desirable cuts with a minimum of waste. May clean and cut fish; draw, dress and cut up poultry; slice bacon, cheese, lunch meat; and grind hamburger. Waits on customers, weighs, packages and prices cuts of meat, fish and poultry when required. Receives and assembles for use, display, or refrigerated storage. Cuts may be for institutional use in kitchens mess halls and hospitals or may be for retail use.

2 Uses, cleans and maintains area and equipment. Uses, cleans, maintains and sharpens a variety of hand tools of the trade. Uses, cleans and makes minor adjustments to powered equipment such as slicers, grinders, saws and tenderizers. Cleans area, equipment, and display cases as required. Performs other related duties as assigned.

4-3 Mixed Jobs: Positions which include duties and responsibilities characteristic of more than one occupation or more than one level within the same occupation will be graded on the basis of the higher skill, provided that the higher level duties are a regular or recurring part of the normal assignments and not of an emergency, infrequent, incidental, or temporary

nature. Combinations of three or more unrelated occupations at the same grade-level may be classified at the next higher level, if essentially different knowledge and skills are required to perform the three or more occupations.

## ATTACHMENT 5

## UNIFIED GRADING PLAN EXCHANGE SERVICES

### SUBSECTION 1

PURPOSE AND SCOPE. The Unified Grading Plan - Exchange Services applies to all non-U.S. citizen positions established by the U.S. Forces Exchange Services. It covers Operai, Categorie Speciali and Impiegati positions. Higher level managerial employees are administered under the Exchange Managerial Pay Plan.

### SUBSECTION 2

GRADE LEVEL DEFINITIONS

2-1 Grade E-1: Is a temporary level for positions involving unskilled manual work requiring very little training or experience. Advancement to the permanent level is automatic following completion of NTE 13 months. Examples of some positions (jobs) in this level are:

a. Porter/Cleaner

b. Kitchen Helper

c. Dishwasher

2-2 Grade E-2:

a. Is the permanent level for positions covered under subsection 2-1 above.

b. Is the temporary level for Operai positions involving performance which requires some specialized experience or limited knowledge of a manual trade. Advancement to the permanent level is automatic following completion of NTE 13 months. Examples of some positions (jobs) of this type are:

(1) Warehouseman I

(2) Maintenance Man

(3) Forklift Operator

(4) Waiter

c. Covers Impiegati position involving performance of lowest level clerical or comparable work. Examples of some positions are as follows:

(1) Stock Clerk I

(2) Counter Clerk I

2-3 Grade E-3:

a. Is the permanent level for Operai positions covered by subsection 2-2 above.

b. Covers Impiegati positions, where assigned employees, although directly supervised, perform duties with a certain degree of autonomy and requiring minimal qualifications. Examples of some positions are:

(1) Sales Clerk I

(2) Clerk Typist

(3) Counter Clerk II

2-4 Grade E-4:

a. Covers Operai positions performing fairly independently at the semi-skilled level. Examples of some positions are:

(1) Warehouseman II

(2) Vending Machine Routiner

(3) Forklift Operator II

(4) Driver I

(5) Maintenanceman II

(6) General Mechanic

(7) Cook I

b. Covers Impiegati positions such as:

(1) Checker/Cashier

(2) Sales Clerk II

(3) Admin Clerk

(4) Clerk Typist

(5) Accounting Clerk

2-5 Grade E-5:

a. Covers Operai positions involving journeyman level trades and crafts work and duties of a comparable nature. Examples of some positions are:

(1) Headwaiter

(2) Bartender

(3) Driver II

(4) Optical Dispenser

(5) Maintenanceman III

(6) Cook II

b. Covers Impiegati positions such as:

(1) Sales Clerk III

(2) Visual Merchandiser

(3) Storekeeper

(4) Head Counter Clerk I

(5) Accounting Clerk

(6) Key Punch Operator

2-6 Grade E-6:

a. Covers Operai positions involving specialized trades and crafts work or supervisory duties of comparable difficulty. Examples of some positions are:

(1) Watch Repairman

(2) Maintenance IV

(3) Camera Repairman

b. Covers Impiegati positions involving supervision over lower graded positions or specialized skills. Examples of some positions are:

(1) Head Sales Clerk

(2) Head Stock clerk

(3) Specialized Sales Clerk

2-7 Grade E-7:

a. Covers Operai positions involving highly specialized trades and crafts work or comparable supervisory duties. Examples of some positions are:

(1) Appliance Repair Supervisor

(2) Air Conditioning-Refrigerator Mechanic

(3) Radio-TV Repairman

(4) Vending Machine Repairman

b. Covers positions requiring particular experience, schooling and usually significant know-how in the commercial field. Examples of some positions are:

(1) Bookkeeper I

(2) Head Counter Clerk II

(3) Vending Machine Supervisor

(4) Cash Collection Agent

(5) Shift Supervisor

(6) Annex Supervisor

(7) Storekeeper

(8) Personnel Clerk

(9) Payroll Clerk

(10) Secretary

2-8 Grade E-8: Covers positions in charge of an operating location or established to supervise large sections, or involving duties of comparable difficulty. Examples of some positions are:

(1) Head Counter Clerk III

(2) Bookkeeper II

(3) Invoice Audit Clerk

(4) Storekeeper Supervisor

(5) Shipping/Receiving Supervisor

(6) Equipment Technician

(7) Secretary

2-9 Grade E-9: Covers positions that are responsible for the control of subordinate positions of personnel and exercise of discipline. There is also a certain amount of decision-making expected of personnel in this level. Examples of positions are:

(1) Teller

(2) Voucher Clerk Supervisor

(3) Assistant Personalized Services Center Supervisor

(4) Admin Assistant

(5) Floor Supervisor II

(6) Personnel Technician

(7) Secretary

2-10 Grade E-10: Covers positions of assistance to department heads or positions that are responsible for planning, limited budgeting, etc. Examples of positions are:

(1) Food Service Office Supervisor

(2) Accounting Supervisor

(3) Personalized Services Center Supervisor

(4) Head Cashier

(5) Warehouse Supervisor

(6) Maintenance Supervisor

(7) Purchasing/Contracting Agent

(8) Contract Specialist

(9) Retail Store Supervisor

SUBSECTION 3

POSITION DESCRIPTIONS (SUMMARIES)

a. Porter. Grade E-1 Temporary
E-2 Permanent

Under designated supervision keeps working office and store areas in a clean and orderly condition; sweeps, dusts, cleans areas using hand and power equipment. May wash windows, wax and polish floor. May make very minor and simple repairs on cleaning equipment.

b. Warehouseman I. Grade E-2 Temporary
E-3 Permanent

Under designated supervision, performs a variety of duties in connection with receiving, storing and shipping merchandise involving record keeping and manual labor. Moves merchandise from marking area and stocks same on shelves; stocks case-lot merchandise on platforms. Assembles and packs merchandise orders for delivery to branches; moves completed orders to shipping area and assists in loading trucks.

c. Clerk-Typist Grade E-4. Performs clerical work requiring the use of a typewriter in the accomplishment of a majority of duties. Types letters, reports, and other matter from rough draft or corrected copy. Posts data in various record books. Takes and transmits telephone calls. Operates various office machines besides the typewriter. Assists in preparation of orders, reports, and invoices. Addresses and checks outgoing mail.

d. Bartender Grade E-5. Under designated supervision mixes and serves alcoholic and non-alcoholic beverages to patrons, following standard recipes. Initiates procurement of supplies, equipment and stock. Maintains adequate stock and replaces empty beer bottles with full ones. Arranges bottled goods and glasses about the bar to make an attractive display. Washes glasses, utensils, bar, and equipment. Computes charges, collects and accounts for all cash. Maintains necessary records.

e. Visual Merchandiser Grade E-5. Creates, constructs, arranges, and maintains effective merchandise presentations, displays and signing. May develop and fabricate or print display material, signs, shop cards, price cards and related art work. Arranges and maintains proper displays in appropriate interior and exterior locations, such as walls, show spaces, windows, shelves, counter tops and entrances. Instructs sales personnel in display methods and approves signing and ticketing procedures.

f. Head Sales Clerk Grade E-6. Under the supervision of the Retail Store Manager or other designated supervisor serves as a working leader of sales personnel within the retail activity; is responsible for the training and work direction of sales personnel in customer assistance, stock replenishment and housekeeping duties.

g. Cash Collecting Agent Grade E-7. Under the general supervision of the office manager is responsible for the transmittal of cash and other valuable items. Picks up money bags and cash receipts from locations and gives receipts. Deposits locked money in vehicle's safe. Deposits cash al local bank. Mail daily deposits prepared by the office cashier. Witnesses the opening of money bags and cash verification.

h. Invoice Audit Clerk Grade E-8. Under the general supervision of the Office Manager audits for payment all

vouchers and invoices to verify the accuracy of prices, transportation charges and terms with supporting records such as purchase orders, receiving documents, and freight bills. Initiates correspondence to effect necessary adjustment and corrections.

i. Retail Store Supervisor Grade E-10. Under the general directions of the Retail Store Manager as directed, assumes full responsibility for efficient operation of the retail store. Consults and coordinates with interested managers on matters relating to hiring, transfers, promotions, discipline, grievances and terminations; resolves or makes recommendations for resolution of problems relating thereto. Supervises and evaluates work performance of subordinates. Maintains good customer relations.

j. Personalized Services Center Supervisor Grade E-10. Under the general direction of Personalized Services Manager, is responsible for the efficient operation of Personalized Center and related services: optical, watch repair, jewelry repair, engraving, gift wrapping. Furthermore, is responsible for the interpretation, coordination, and administration of the policies and procedures prescribed in the Exchange Manual. Also, assists in the development of operating budgets to assure adequacy of profits.

## ATTACHMENT 6

## GENERAL CATEGORIES OF OFFENSES

The following, not necessarily an all-inclusive listing, represents general categories of offenses. Action will be taken with a view toward correcting the behavior of the offending employee. Actions will be processed in accordance with the appropriate provisions of Article 30, or Article 56, or Article 59 of the COE. Any offense not covered must be dealt with appropriately. The penalties represent the norm. When there are mitigating circumstances, a penalty may be lessened. When there are aggravating circumstances, a penalty may be increased. The reckoning period for each offense is two years.

| NATURE OF OFFENSE | FIRST | SECOND | THIRD |
|---|---|---|---|
| 1. Failure to report or leaving work without authority, provided that this does not jeopardize the safety of equipment or persons. | Documented Verbal Reprimand | Written Reprimand | Up to 3 Days Suspension |
| 2. Failure to provide notice or required certification of absences by the time limitations prescribed by Articles 21 and 23. | Documented Verbal Reprimand | Written Reprimand | Up to 10 Days Suspension |
| 3. Unexcused tardiness. | Documented Verbal Reprimand | Written Reprimand | 1 Day Suspension |
| 4. Disrespect toward supervisors or co-workers, intentional disobedience of appropriate supervisory authority. | Written Reprimand | Up to 5 Days Suspension | Up to 10 Days Suspension |
| 5. Serious insubordination causing grave disruption of order or discipline. | Suspension or Removal Without Notice | | |

| NATURE OF OFFENSE | FIRST | SECOND | THIRD |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 6. Physical violence or threats which cause bodily injury or grave disruption to the operation. | Suspension or Removal without Notice | | |
| 7. Any act committed in connection with employer's work which constitutes a felony under Italian law. | Suspension or Removal without Notice | | |
| 8. Loafing, willful idleness, sleeping, deliberate negligence or excessive delay in carrying out work assignments. | Documented Verbal Reprimand | Written Reprimand | Up to 5 Days Suspension |
| 9. Negligent workmanship resulting in work spoilage, waste of material, production delays, or damage to the employer's property or equipment. | Documented Verbal Reprimand | 1 to 5 Days Suspension | Up to 10 Days Suspension or Removal with Notice |
| 10. Failure to give prompt notice of breakdown of machinery or flow of production in own area of responsibility. | Written Reprimand | Up to 10 Days Suspension | Removal with Notice |
| 11. Intoxication during duty hours, provided this does not jeopardize the safety of others. | Written Reprimand | Up to 5 Days Suspension | Up to 10 Days Suspension or Removal with Notice |
| 12. As above, but with prejudice to the safety of others. | Up to 5 Days Suspension | Up to 10 Days Suspension | Removal with Notice |
| 13. Violation of internal regulations or work procedures when safety of persons or employer's property may be endangered provided the employee has been informed of such rules and procedures. | Up to 5 Days Suspension | Up to 10 Days Suspension | Removal with Notice |

| NATURE OF OFFENSE | FIRST | SECOND | THIRD |
|---|---|---|---|
| 14. Use of machinery and facilities of the employer in the manufacture of items for personal use or gain when such work is performed outside working hours and without authorization; employer's materials are not used, or manufactured items are not of considerable value. | Documented Verbal Reprimand | Written Reprimand | 1 Day Suspension |
| 15. As above, but during working hours, or employer's materials are used or items are of considerable value. | Written Reprimand | Up to 3 Days Suspension | 10 Days Suspension or Removal with Notice |
| 16. Failure to safeguard information that is only for official use. Removal of official documents or records for unauthorized reasons, with exception of cases in 24. | Written Reprimand | Up to 5 Days Suspension | Up to 10 Days Suspension or Removal with Notice |
| 17. Influencing, offering to influence or threatening the career, pay, job, or work assignments of another person in exchange for sexual favors; or deliberate, offensive or unwelcome comments, gestures or physical contact of a sexual nature: | | | |
| A. Involving a subordinate | 1 Day Suspension to Removal with or without Notice | 10 Days Suspension to Removal with or without Notice | |

| NATURE OF OFFENSE | FIRST | SECOND | THIRD |
|---|---|---|---|

| | | | |
|---|---|---|---|
| B. Not involving a subordinate: | Written Reprimand, Suspension to Removal with or without Notice | Suspension to Removal with or without Notice | |
| 18. Soliciting, accepting or agreeing to accept any favor or anything of value in return for performing or failing to perform an official act. | Removal without Notice | | |
| 19. Direct or indirect use or allowed use of employer owned or leased property of any kind for other than officially approved activities. | Written Reprimand | Up to 3 Days Suspension | Removal with Notice |
| 20. Unauthorized absence for more than 4 consecutive working days. | Suspension or Removal with Notice | | |
| 21. Malicious damage of employer owned property. | Removal without Notice | | |
| 22. Theft or attempted theft of employer owned property. | Suspension or Removal without Notice | | |
| 23. Deliberate falsification of claim or other official document with the intent to defraud the employer. | Removal without Notice | | |
| 24. Disclosing information or documents to unauthorized persons, with the intent to harm the employer or in violation of military classification requirements. | Removal without Notice | | |

## ATTACHMENT 7

## MEMORANDUM OF UNDERSTANDING

PREAMBLE:

In recognition of a common desire to provide a means for discussion and resolution of questions of mutual interest concerning employment conditions for Italians and other non-U.S. civilian personnel employed by the U.S. Forces in Italy, the Civilian Personnel Coordinating Committee (CPCC) Italy and the union organizations of workers, UILTUCS-UIL and FISASCAT-CISL agree to act within the framework of this document. It is understood that in establishing the framework of employment with the U.S. Forces and of U.S. Forces-Union relations, full recognition is to be given to the U.S. Forces in Italy as a Sending states force under the NATO SOFA.

A. Matters related to the U.S. Forces budget, security practices, mission, manpower, organization and technology of work operations are not subject to this document and the conditions of employment. Decisions on such matters which impact on the workforce are subject to discussion at the request of either party.

B. Position classification plans as well as criteria governing the structure of the pay plans and employee eligibility for allowances and bonuses are identified as part of the conditions of employment.

C. The selection of personnel, assignment of work location and duties, and the assignment of appropriate grade levels are the responsibility of the employer. The procedures and methods governing such matters fall within the scope of the conditions of employment.

D. Schedules of wages, bonuses, and allowances will be established on the basis of the annual wage survey.

E. The employment conditions will be established by mutual agreement in compliance with existing Italian legislation as provided for by Article IX paragraph 4 of the SOFA of 1951 and also taking into account the Joint Policy statement of 1957.

SCOPE OF RELATIONSHIP:

A. The CPCC-Italy and the Union Organizations are committed to discuss the employment conditions. Such agreed on conditions will govern the employment of personnel.

B. Agreed conditions of employment will remain in effect for the period of time determined by the parties unless changed in the interim by mutual agreement of the parties or modified by changes in applicable law. Either party may propose changes in advance of expiration of the agreed conditions of employment by submission to the other party of a request to meet and a specific proposal for change. The parties will meet within 3 months after presentation of the request, in order to discuss the need for change, and once agreement on the need is reached, discuss the proposed change.

C. The responsibilities and rights of Union Organizations will be agreed upon between the parties, and included in the conditions of employment.

D. The unions will participate in the preparation of the annual wage survey plans. The findings of the wage survey are presented to the unions and are the subject of discussion between the parties. In case no agreement is reached on the collective pay changes, the implementation will be suspended for a maximum of 30 days to allow for the parties to seek agreement. The parties understand that agreement on the procedures outlined in this paragraph is trial in nature for the current year. The parties will review the agreement in this paragraph no later than November 1981.

E. The parties will meet once a year, normally in June, to discuss wages and related matters. The agenda will be presented in advance of the meeting. Additional meetings may be held by mutual agreement. Agenda items will be matters common to or impacting on all U.S. Forces installations.

F. Questions pertaining to the interpretation of the agreed conditions of employment will be resolved by mutual agreement between the parties.

G. The procedures for the joint development of the conditions of employment are included in Appendix 1 to this Memorandum of Understanding.

s/Gatti
UILTUCS-UIL

s/Higgings
Chairman, CPCC-Italy

s/Buttarelli
FISASCAT-CISL

Rome, 12 May 1981

## Attachment 8
## U.S. Forces differential effective 1 October 2000

### Non-Exchange

| Grade level | Monthly amount |
|---|---|
| U-1S | Lire 90,000 |
| U-1 | " 78,750 |
| U-2 | " 67,500 |
| U-3 | " 61,250 |
| U-4 | " 55,000 |
| U-5 | " 48,750 |
| U-6 | " 41,250 |
| U-7 | " 35,000 |
| U-8 | " 31,250 |
| U-9 | " 27,500 |
| U-10 | " 27,500 |

### Exchange

| Grade level | Monthly amount | Grade level | Monthly amount | Grade level | Monthly amount |
|---|---|---|---|---|---|
| E-10 | Lire 67,500 | LM-7 | Lire 90,000 | EMP I | Lire 78,750 |
| E-9 | " 61,250 | LM-6 | " 90,000 | EMP II | " 90,000 |
| E-8 | " 55,000 | LM-5 | " 90,000 | EMP III | " 90,000 |
| E-7 | " 48,750 | LM-4 | " 78,750 | | |
| E-6 | " 41,250 | LM-3 | " 78,750 | | |
| E-5 | " 35,000 | LM-2 | " 67,500 | | |
| E-4 | " 31,250 | LM-1 | " 67,500 | | |
| E-3 | " 27,500 | | | | |
| E-2 | " 27,500 | | | | |
| E-1 | " 27,500 | | | | |

1. The U.S. Forces differential is part of regular pay. It replaces the spring and fall bonuses.

2. The amount of the U.S. Forces differential is reviewed upon renegotiation of the Conditions of Employment, however, not later than 36 months from 1 October 2000, the effective date of these changes.

## Attachment 8

## U.S. Forces differential effective 1 October 2001

### Non-Exchange

| Grade level | Monthly salary |
|---|---|
| U-1S | Lire 108,000 |
| U-1 | 94,500 |
| U-2 | 81,000 |
| U-3 | 73,500 |
| U-4 | 66,000 |
| U-5 | 58,500 |
| U-6 | 49,500 |
| U-7 | 42,000 |
| U-8 | 37,500 |
| U-9 | 33,000 |
| U-10 | 33,000 |

### Exchange

| Grade level | Monthly amount | Grade level | Monthly amount | Grade level | Monthly amount |
|---|---|---|---|---|---|
| E-10 | Lire 81,000 | LM-7 | Lire 108,000 | EMP I | Lire 94,500 |
| E-9 | " 73,500 | LM-6 | " 108,000 | EMP II | " 108,000 |
| E-8 | " 66,000 | LM-5 | " 108,000 | EMP III | " 108,000 |
| E-7 | " 58,500 | LM-4 | " 94,500 | | |
| E-6 | " 49,500 | LM-3 | " 94,500 | | |
| E-5 | " 42,000 | LM-2 | " 81,000 | | |
| E-4 | " 37,500 | LM-1 | " 81,000 | | |
| E-3 | " 33,000 | | | | |
| E-2 | " 33,000 | | | | |
| E-1 | " 33,000 | | | | |

1. The U.S. Forces differential is part of regular pay. It replaces the spring and fall bonuses.

3. The amount of the U.S. Forces differential is reviewed upon renegotiation of the Conditions of Employment, however, not later than 36 months from 1 October 2000, the effective date of these changes.

ATTACHMENT 9

TESTO IN LINGUA INGLESE

QUADRI DEFINISTIONS

DEGREE I

At this level, highly specialized managerial and/or professional skills are required. All positions require a thorough knowledge of the overall organization structure and of the methods and management systems typical of the Command. Positions also require thorough understanding of the correlation between their functional responsibilities and the other functions of the Command. Positions carry out one or more of the following:

a. Supervise services, offices, or other organizational units of critical *external relevance and complexity with broad initiative and decision making authority in the management of resources, the definition of objectives, the development of the methodology of work and the evaluation of results.

b. Positions in full charge of major plans or programs having critical *external relevance, involving independent conduct of original or experimental studies and program management responsibilities comparable to those described in the preceding paragraph.

c. Positions of staff advisors to top management, requiring post-graduate educational credentials.

d. All other positions clearly and significantly exceeding the level of difficulty and responsibility characteristic of the Quadri Degree II and more closely matching Quadri Degree I.

DEGREE II

Quadri positions must meet one or more of the following category definitions:

a. Supervise either non-complex services, offices or organizational units having critical *external relevance, or complex services, offices or organizational units having limited *external relevance; or act as full deputy to supervisors properly designated as Quadri Degree I or U.S. positions which would be designated as Quadri Degree I. In all cases work is performed with broad initiative and decision-making authority in

the management of resources and is directed toward achievement of specific, managerial objectives.

b. Act as the technical expert in a highly specialized field. Work involves *external relevance. It is performed with substantial independence and requires in-depth knowledge of both U.S. and host country systems, operations, international agreements, protocols and pertinent provisions of the respective national laws and legal precedents.

c. Serve as senior program specialist responsible for organizing and conducting, in accordance with the most advanced principles and practices, one or more programs in a highly specialized field. Such programs have extensive resources management implications and/or remarkable relevance both internal and external to the installation.

*External relevance - Organizations or positions have "external relevance" when they have substantial responsibility for interface with organizations outside of the employing component, primarily with the local or regional government, or the local community.

TESTO IN LINGUA ITALIANA

DECLARATORIE QUADRI

I LIVELLO QUADRI

Al primo livello Quadri sono richieste competenze manageriali e/o professionali di alta specializzazione. Tutte le posizioni richiedono ottimale conoscenza della struttura organizzativa complessiva, dei metodi operativi e dei sistemi gestionali tipici del Comando. Le posizioni richiedono anche il pieno apprezzamento delle correlazioni fra le responsabilita' funzionali proprie e le altre funzioni del Comando. Le posizioni eseguono una o piu' delle attivita' seguenti:

a. Responsabilita' di servizi, uffici, o altre unita' Organiche aventi critica rilevanza esterna(*) e natura complessa, con ampio margine di iniziativa e facolta' decisionale nella gestione delle risorse, definizione degli obiettivi, determinazione dei metodi di lavoro e valutazione dei risultati.

b. Posizioni con piena responsabilita' di programmi di primaria rilevanza o programmi aventi critica rilevanza esterna (*) caratterizzati da elaborazione autonoma di studi originali o sperimentali e da responsabilita' di gestione di programma equiparabili a quelle descritte nel paragrafo precedente.

c. Posizioni di consiglieri di staff all'alta direzione richiedenti preparazione professionale a livello post-universitario.

d. Ogni altra posizione il cui grado di difficolta' e responsabilita' chiaramente e nettamente supera quello proprio del II livello QUADRI, fino ad allinearsi a quello proprio del I livello.

II LIVELLO QUADRI

Le posizioni si identificano con una o piu' delle seguenti declaratorie di categoria:

a. Ha la responsabilita' di servizi, uffici o unita' organiche non complesse aventi critica rilevanza esterna (*), oppure di servizi, uffici o unita' organiche complesse aventi rilevanza esterna(*) limitata; ovvero quale vice, a pieno diritto, di capi esattamente inquadrati in I livello QUADRI, o di capi americani inquadrabili a tale livello. In ogni caso il lavoro comporta ampio margine di iniziativa e facolta' decisionale nella gestione delle risorse, ed e' rivolto al conseguimento di specifici obiettivi gestionali.

b. Opera in funzione di esperto tecnico in un campo altamente specializzato. Il lavoro comporta rilevanza esterna (*). E' svolto in condizioni di sostanziale autonomia e richiede conoscenza approfondita di sistemi e attivita' sia degli Stati Uniti che dello Stato ospitante, di accordi e protocolli internazionali nonche' delle disposizioni previste in materia dalle rispettive legislazioni, e dei precedenti giuridici.

c. Operando quale specialista anziano di programma ha la responsabilita' dell'organizzazione e conduzione, in applicazione dei principi e metodologie piu' avanzati, di uno o piu' programmi relativi a funzione altamente specializzata. Tali programmi hanno ampie implicazioni sulla gestione delle risorse e/o cospicua rilevanza sia interna che esterna.

(*) RILEVANZA ESTERNA. L'organizzazione o posizione ha "rilevanza esterna" quando e' responsabile, in maniera sostanziale, dei rapporti reciproci con organizzazioni esterne a quella di appartenenza, e principalmente con Enti o Amministrazioni statali o pubbliche locali o regionali, o con la comunita' locale.

| | | |
|---|---|---|
| per FISASCAT-CISL | UILTUCS-UIL | U.S. FORCES' JCPC ITALY |
| DATA: _____ | _____ | _____ |