

Annexe 2 – Service Agreement

SERVICE AGREEMENT (D.Lgs no. 150/15) - EMPLOYMENT AGREEMENT (D.Lgs no. 4/19)

Between the Employment Office (EO) of
EO operator (first and surname) - Mail: automatic data + Operator Phone to be manually written in a small note field if deemed appropriate by the operator concerned
Activity manager(first and surname) - Mail: automatic data Manager Name EO
Switchboard of Employment office no.
and
Mr./Ms. (first and surname) Tax Code
born in,on .../.../.... Permanent Address inStreet..... / Domiciled inStreet.....
IDENTIFICATION CODE (Id-sil)

A Type of Service Agreement

<input type="checkbox"/> - Personalised service agreement pursuant to art. 20 D.Lgs 150/15
<input type="checkbox"/> - Personalised service agreement for Youth Guarantee users
<input type="checkbox"/> - Employment agreement for Citizens' Income beneficiaries
<input type="checkbox"/> - Personal employability profile: _____
<input type="checkbox"/> -Youth Guarantee employment agreement: _____

B Confirm immediate availability (excluding consistent RDL users)

I confirm my unemployment status (and non-inclusion in training courses for Youth Guarantee users), as well as my immediate willingness to carry out work activity and participate in active employment policy measures, as stated by: <ul style="list-style-type: none">• Online Declaration of Immediate Availability (in all possible forms) on:..../..../... (Date automatically implementable)• presentation to the Employment Office on/..../.....
--

C Declaration of Commitment

I, the undersigned, undertake to: <ul style="list-style-type: none">• participate in the initiatives proposed by the Employment Office, on the agreed terms• attend scheduled appointments• accept adequate job offers (see next item "D")• communicate changes to personal data and contact information for summons (Telephone and Mail)• communicate any other information needed to update this Agreement, including the establishment of an independent working relationship For Citizens' Income beneficiaries, the above commitments are supplemented by specific conditions: <ul style="list-style-type: none">• Register on the specific digital platform pursuant to art. 6 of D.Lgs 4/19• Carry out an active job search• Accept training/retraining courses or community welfare municipal projects (the latter, on the terms declared by DM 22/10/19 published in the <i>Gazzetta Ufficiale</i> no.5 of 8/1/2020)• Accept projects to encourage self-entrepreneurship• Undergo behavioural and selection interviews for recruitment• Accept at least one of 3 adequate job offers, as shown in the table in point "D"• communicate changes in employment status in the case of both employee and self-employed work (Ref. DL 4/19 and subsequent modifications and additions, art. 3 paragraphs 8 and 9) I undertake to communicate any inability to participate in the planned activities, providing documentation attesting to a justified reason (as per box "I"). I share the provisions of this document and agree to comply with the planned actions, in the knowledge that failure to comply with the provisions will result in the application of the penalty regime provided for in the following
--

box “H”, without further communication from this office.

Provide a “Note Field” that can be implemented to record specific situations - I think there may be one already - check

D Concept of ADEQUATE JOB OFFER

The offer is considered adequate with reference to the following basic principles (D.Lgs 150/15 art. 25 as clarified in DM 42/18):

- consistency between job offer, experience and skills
- distance to the workplace and commute times using public transport
- length of unemployment spell

In addition:

- ✓ For the recipients of monthly unemployment benefits (NASPI), the amount of remuneration of the new job offer shall also be assessed, deeming it adequate if 20% higher than the NASPI allowance received.
- ✓ For Beneficiaries of Citizens’ Income, the job offer must contain the following minimum information: qualification, requirements, place, time, type of contract and remuneration. In particular, for such users, an offer is defined as adequate if it has the following characteristics:

Essential elements		Months of unemployment			
		Up to 6 months	From 6 to 12 months	More than 12 months	
A	Congruence	With 1 or more areas of activity (AoA) of the industry process identified in the Agreement	With all the industry process identified in the Agreement or with AoA of closely connected industries	With all the AoA of all processes of the industry identified in the Agreement or with AoA of closely connected industries	
B	Distance	Duration of benefit	1st offer	2nd offer	3rd offer
		Up to 12 months	100Km/100 minutes	250 km	Entire National territory
		Over 12 months	250 km		Entire National territory
		Renewal of benefit	Entire National territory		
C	Type of contract	Permanent full-time or fixed-term contract (including administration) not less than 3 months, full time or 80% PT			
D	Amount of compensation	At least 10% greater than the perceived benefit			

Special Cases

- For households with disabled members, the parameter set out in point B of the table shall be considered ADEQUATE if the distance does not exceed 100 km, irrespective of the duration of the benefit.
- In the case of households with children under age 3, the parameter referred to in point B shall be considered ADEQUATE if the distance does not exceed 100 km in the case of the first offer and 250 km in all other cases. This situation applies only to the first 24 months of the benefit.

E Frequency and methods of contact with the Employment Office

The ordinary frequency of contact between Mr./Ms. _____ and the Employment Office shall be

Agreed on the basis of the following appointments:

day / / at ; day / / at ; day / / at ;

day / / at ; day / / at ; day / / at ;

(Automatism that provides an alert if the user does not come to the scheduled appointments - important for traceability and the application of the penalty system)

Further summons by the EO may be made with at least 24 hours advance notice (and no more than 72 hours), as follows:

[] via SMS/TEL. to the phone number

[] by mail to the following address - [] hand-delivered letter

F Personalised project to improve employability

Following the interview, it is agreed that Mr./Ms.

will participate in the following activities:

(List of planned services - Part that can be automatically implemented from the current booked services table)

Also add a field the operator can write in

G Planned actions for the job search

In view of the user's educational and professional experience, declared interests, typology of user as per box "A", as well as the characteristics of the reference labour market, it is agreed that job search activity will be directed mainly toward:

the following sectors

the following professional profiles *Insert table summarising the qualifications and selected preferences*

the following geographical areas *Field to be automatically exploited with the availability for geographical mobility specified in the page "Other knowledge and availability"*

It is furthermore agreed that Mr./Ms. will independently carry out the following active search activities (compatible with the typology in box "A") and account for them to the EO by sharing the "Diary of activities" (*Document attached to this Agreement*)

H Penalty regime

Conservation of the state of unemployment and/or the provision of benefits are conditional on users' adherence to personalised paths. Specifically:

[1] - Users who receive income support instruments (Ref. D.Lgs 150/15, arts. 21 and 22)

Failure to come to scheduled appointments or arranged summons and the refusal of an active policy (internship, etc.) or adequate offer of employment shall, in the absence of justified reasons, entail the application of penalties ranging from the reduction of the received allowance to loss of the allowance and the state of unemployment. In the latter case, a new Declaration of Immediate Availability cannot be made before two months have elapsed.

[2] - Unemployed people who do not receive income support instruments

Failure to come to scheduled appointments or arranged summons, or the refusal of an active policy (internship, etc.) or adequate offer of employment shall, in the absence of justified reasons, entail the loss of the state of unemployment. This loss, moreover, can be determined automatically at the end of 12 months from the use of the last service provided, in the absence of the subject's activation (Ref. point 4.4 All. 1 DGR 1019/20).

[3] - Users registered on the basis of Law 68/99

For users registered based on L. 68/99, refer to the relevant regulations for non-recipients (L.68/99 art. 10 par. 6), while for the recipients of income support instruments, the penalty system referred to in point 1 above shall apply.

[4] - Users enrolled in the Youth Guarantee (YG) Program

The following specific conditions apply to YG users who satisfy the criteria specified in the cases provided for in paragraphs 1, 3 and 5 above. All other users are in any case required to follow the agreements in the PSA, which provide for the automatic cancellation of the state of unemployment at the end of 12 months from the conclusion of the agreement in the absence of the subject's activation.

[5] - Users who receive Citizens' Income (CI) (Ref. DL 4/19, art.7)

The conditions relating to citizenship income are subdivided as follows:

Revocation, in the cases provided for in paragraphs 3, 5 and 6

Reductions in the event of failure to comply with a summons by the EOs (paragraph 7)

Reductions in the event of non-participation in guidance initiatives (paragraph 8)

Reductions for non-compliance with the agreed commitments regarding the attendance of training courses.

For CI beneficiaries with ongoing ADRs (reallocation allowances), conditions shall be applied pursuant to the provisions of ANPAL note no. 14898 of 11/11/19

All penalties or notifications of events liable to penalty are enacted from the day on which the breach occurs. INPS shall be promptly notified of all breaches for the recipients provided for by law. For CI beneficiaries, the communication must take place within 10 days of the event, in accordance with the procedures described in the aforementioned ANPAL circular and subsequent regional provisions

Penalties are enacted from the moment the breach occurs. Such breaches are communicated to the CI platforms through application sharing.

I Justified reasons

Justified reasons must be communicated to the following address (EO mail to be implemented automatically) and documented by the date and time established for the appointment or scheduled activity, and in any case no later than the day following the scheduled date (or within 2 working days in the case of rejection of a reasonable offer). Otherwise, the penalties discussed in box H, above, will be applied. List of justified reasons:

- Documented illness or accident
- Civil service/Conscription
- Pregnancy, for the periods of leave provided for by law
- Serious documented family reasons
- Cases of legal limitation of personal mobility
- Any other proven objective impediment and/or cause of *force majeure* that prevents the subject from coming, without any possibility of subjective or discretionary evaluation by the latter

In the event of a fixed-term contract compatible with the state of unemployment, training course, or other activities not constituting an employment relationship (work experience, scholarships, research grants), the individual concerned is responsible for communicating and documenting in advance their inability to come to the scheduled appointment. In any case, the individual concerned is required to contact the Employment Office to schedule a new appointment or come in person within 30 days of the end of the aforementioned employment relationship.

For users participating in the Youth Guarantee program, a mismatch between the contents of the planned training project and the actual job to be carried out shall constitute a justified reason, in the event of abandonment of the proposed activity.

L Notification of penalty measures and the terms and conditions of appeal

With reference to the system of conditions provided for by current regulations, the events liable to give rise to penalties against CI beneficiaries (DM 4/19 and subsequent modifications and additions art. 7), penalties for income support instrument beneficiaries (e.g. NASPI) pursuant to art. 21 paragraph 10 of D.Lgs 150/15, as well as the penalties for non-recipients, are available on the regional information system (citizen's portal, "Janet"). After logging in to the portal, the user can access the specific section in order to consult the list of measures undertaken against him/her and display any detailed information (e.g. type, date of event and date of communication to INPS)

POSSIBILITY OF APPEAL

- ✓ Recourse to the "Committee for Appeals" set up by ANPAL for beneficiaries of income support instruments (e.g. NASPI), under the following conditions: within 30 days from the date of publication of the measure by certified e-mail to ricorsi.condizionalita@pec.anpal.gov.it, or by registered letter to: "Comitato per i ricorsi di condizionalità, presso ANPAL – Via Fornovo 8, 00192 Roma" (ANPAL resolution no. 2/18 and subsequent ANPAL circular no. 6509 of 29/5/18).
- ✓ Recourse to INPS for CI beneficiaries
- ✓ Recourse to the Marche regional administrative court within 60 days (art. 29 of D.Lgs no. 104 of 02/07/2010 and subsequent modifications and additions) and appeal to the Head of State within 120 days (art. 9 of DPR no. 1199 of 24/11/1971 and subsequent modifications and additions).

M Duration of the Agreement

This Agreement ends with a change in employment status (*loss of the state of unemployment as a result of being hired or new employment with income above the threshold dictated by current legislation*) or due to failure to comply with the commitments made with the signing of the service contract.

If the signatory:

- is unemployed and does not receive social welfare benefits, the Agreement may be signed again on the same day as its expiry
- receives income support measures (e.g. Naspi), a new Declaration of Immediate Availability cannot be made before two months have elapsed
- is a citizens' income beneficiary, the assistance (and therefore the employment agreement linked to it) may only be requested 18 months from the date of the penalty measure (except in the cases of criminal penalties; see article 7 par. 3). In such cases, as an exception to these terms, only new registration and the underwriting of an ordinary PSA are possible.

Date _____

Signature of EO Manager (first and surname)_____
Signature replaced by printing pursuant to art. 3, par. 2 of D. Lgs. 39/1993

User signature _____

Information pursuant to Regulation (EU) 2016/679 -"REGULATION OF THE EUROPEAN PARLIAMENT on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)".

We inform you that your data will be processed in compliance with the same standards and can be merged into the Unitary Information System of Labour Policies as set out in art. 13 of D.L.gs. no. 150/15 and subsequent modifications and additions.
I have read the above Privacy Policy.

User signature _____



MINISTERO DELL'INTERNO