CCNL for Managers: Comparison Between Commerce and Industry Managers in the Event of Termination of the Employment Relationship

Understanding CCNL for managers is crucial for understanding labor agreements. In the event of termination of the employment relationship, whether due to dismissal of the manager or resignation of the latter, the economic treatment reserved varies significantly based on the applicable national collective labor agreement (CCNL). The main differences between the CCNLs are found, in particular, in the notice period, in the supplementary allowances and in the severance pay (TFR). Below is a brief examination of the relevant articles of the CCNL for Industry Managers and the CCNL for Commerce Managers .

At the end of this article there is a table that summarises all the information reported.

Notice in the Event of Individual Dismissal – CCNL Executives in the Industrial Sector (Article 23, Paragraph 1)



he notice period based on the executive’s seniority within the company:

- **6 months** of notice for executives with up to six years of seniority;
- **8 months** of notice for executives with up to ten years of seniority;
- **10 months** of notice for executives with up to fifteen years of seniority;
- **12 months** of notice for executives with more than fifteen years of seniority.

Regardless of the executive’s seniority, the total notice period to be provided cannot exceed **12 months**.

Notice in the Event of Individual

Dismissal – CCNL Executives in the Commerce Sector (Article 39, Paragraph 5)

Under the **CCNL Executives in the Commerce Sector**, the notice period also varies based on the executive's total years of service, regardless of the position held over the years. Specifically, the notice periods are as follows:

- **6 months** of notice for executives with up to four years of seniority;
- **8 months** of notice for executives with seniority between four and ten years;
- **10 months** of notice for executives with seniority between ten and fifteen years;
- **12 months** of notice for executives with more than fifteen years of seniority.

A comparison of the two frameworks reveals key differences in the seniority brackets to which the various notice periods apply. Specifically, under the **CCNL Industrial Sector**, executives with up to six years of seniority are entitled to **6 months of notice**, whereas under the **CCNL Commerce Sector**, this period applies only to executives with up to four years of seniority.

These differences result in more favorable treatment for intermediate seniority brackets under the **CCNL Industrial Sector** compared to the **CCNL Commerce Sector**.

Supplementary Indemnity in Case of Individual Dismissal – CCNL

Executives in the Industrial Sector (Article 19, Paragraph 15)

In cases where the dismissal of an executive is deemed unjustified, except for situations where the dismissal is declared null, the **CCNL Executives in the Industrial Sector** provides for a supplementary indemnity, which includes all contractual end-of-employment entitlements. This indemnity varies based on the executive's company seniority:

- **Up to two years** of company seniority: Four months' salary equivalent to the notice period;
- **More than two and up to six years** of company seniority: Between four and eight months' salary equivalent to the notice period;
- **More than six and up to ten years** of company seniority: Between eight and twelve months' salary equivalent to the notice period;
- **More than ten and up to fifteen years** of company seniority: Between twelve and eighteen months' salary equivalent to the notice period;
- **More than fifteen years** of company seniority: Between eighteen and twenty-four months' salary equivalent to the notice period.

It is important to note that these provisions do not apply in cases of collective dismissal.

Supplementary Indemnity in Case of Individual Dismissal – CCNL

Commerce Sector (Article 34)

Under the **CCNL Executives in the Commerce Sector**, the supplementary indemnity is determined based on the specific characteristics of each case and is scaled according to the executive's company seniority as follows:

- **Up to 4 years** of seniority: Between 4 and 8 months' salary;
- **More than 4 and up to 6 years** of seniority: Between 6 and 12 months' salary;
- **More than 6 and up to 10 years** of seniority: Between 8 and 14 months' salary;
- **More than 10 and up to 15 years** of seniority: Between 10 and 16 months' salary;
- **More than 15 years** of seniority: Between 12 and 18 months' salary.

Additionally, in the event of dismissal of an executive with more than 12 years of service at the company, the supplementary indemnity is automatically increased based on the executive's age at the time of dismissal. Specifically:

- **4 additional months** for executives aged between 50 and 55;
- **5 additional months** for executives aged between 56 and 61;
- **6 additional months** for executives aged over 61 but below the statutory retirement age for old-age pensions under current regulations.

These additional amounts apply to executives who do not meet the requirements for pension benefits under the **General Compulsory Insurance (AGO)** or who, even if eligible, would receive an amount lower than five times the minimum INPS pension.

CCNL for Managers; Comparison of the Two Frameworks

Comparing the supplementary indemnity rules under the two CCNLs, the **CCNL Industrial Sector** bases the indemnity solely on seniority, with amounts reaching up to **24 months** for executives with over 15 years of service, without considering specific circumstances. Conversely, the **CCNL Commerce Sector**, while providing for lower maximum amounts (up to **18 months**) compared to the Industrial CCNL, introduces age-related increases for executives with over 12 years of service. These increases can add up to an additional **6 months' salary** and aim to provide greater protection for older executives

Notice in the Event of Resignation – CCNL Industrial Sector (Article 23, Paragraph 3)

According to the **CCNL Industrial Sector**, a resigning executive is required to provide notice to the employer, with terms equal to **one-third** of those applicable in the event of individual dismissal.

Therefore, in the case of individual dismissal, the **CCNL Executives in the Industrial Sector** establishes a longer notice period compared to resignations. This difference in the required notice period for the executive reflects the need to balance the employer's organizational requirements with the executive's right to greater flexibility in the case of voluntary resignation.

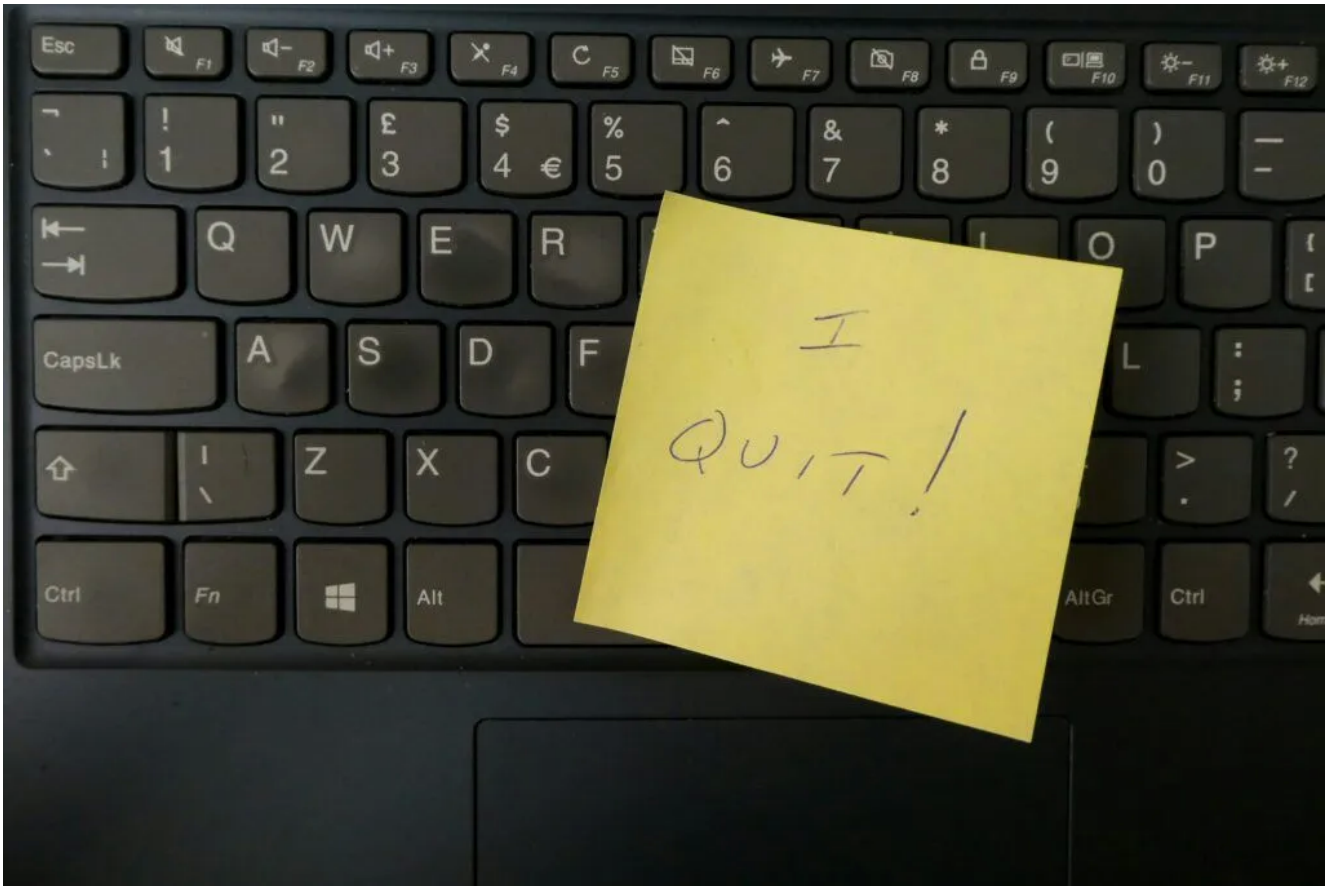
Notice Period in Case of

Resignation – CCNL Executives in the Commerce Sector (Article 37)

A resigning executive under the **CCNL Executives in the Commerce Sector** is required to adhere to the following notice periods, based on the total seniority accrued within the company, regardless of the position held:

- **2 months** of notice for executives with up to two years of seniority;
- **3 months** of notice for executives with seniority between two and five years;
- **4 months** of notice for executives with more than five years of seniority.

In the **CCNL Executives in the Commerce Sector**, the notice periods for resignations differ from those for individual dismissals, offering a more favorable arrangement for the employer. In the case of dismissal, longer notice periods are required compared to resignations. This allows the company more time to manage the organization and replacement of the departing executive.



Supplementary Indemnity in Case of Resignation for Just Cause – CCNL Executives in the Commerce Sector (Article 38, Paragraph 4)

Only the **CCNL Executives in the Commerce Sector** provides for a supplementary indemnity in the event of resignation for just cause by the executive. If just cause is deemed to exist, and it must be substantiated and proven, the company is required to pay the executive both the indemnity in lieu of notice as outlined in Article 39 and an additional supplementary indemnity equal to **one-third** of the notice indemnity itself.

Severance Pay (TFR) – CCNL

Executives in the Industrial Sector (Article 24)

In the event of termination of employment, the executive is entitled to severance pay (TFR), calculated in accordance with the provisions of **Article 2120 of the Italian Civil Code**.

Severance Pay (TFR) – CCNL Executives in the Commerce Sector (Article 41)

Under the **CCNL Executives in the Commerce Sector**, severance pay (TFR) is determined in accordance with the provisions of **Law No. 297 of May 29, 1982**.

CCNL for Managers; Comparison Between the Two Frameworks

A comparison of the two frameworks shows that severance pay (TFR) is governed by different regulations: **Article 2120 of the Civil Code** for the Industrial Sector and **Law No. 297/1982** for the Commerce Sector. While both frameworks ensure the right to severance pay as an amount accrued during the employment period, the operational details and calculation methods may differ, potentially affecting the final amount payable to the executive.

The choice between the **CCNL Industrial Sector** and the **CCNL Commerce Sector** can significantly impact an executive's financial conditions in the event of dismissal or resignation. The **CCNL Industrial Sector** provides greater protection for intermediate seniority brackets and potentially higher supplementary indemnities. Conversely, the **CCNL Commerce Sector** offers specific additional benefits for older executives and supplementary indemnities in cases of

resignation for just cause, providing extra protection in these scenarios.

Summary: CCNL for Managers, The Rights of Industrial and Commerce Executives in the Event of Employment Termination

This table provides a detailed summary of the points discussed above. It analyzes the conditions related to notice periods, supplementary indemnities, and severance pay (TFR) in accordance with the provisions of the **National Collective Labor Agreement (CCNL)** for Italian executives in the Industrial and Commerce sectors.

This framework serves as a useful tool to understand and summarize the protections and obligations of Italian executives in the event of employment termination.

CCNL for Managers In the Event of Individual Dismissal:

CCNL INDUSTRY MANAGERS	CCNL COMMERCE MANAGERS

1) NOTICE – art. 23 paragraph 1 a) **6 months' notice** for managers with up to **six years' seniority** in the company; b) **8 months' notice** for managers with up to **ten years' seniority** in the company; c) **10 months' notice** for managers with up to **fifteen years' seniority** in the company; d) **12 months' notice** for managers **with over fifteen years' seniority** in the company. Consequently, **the overall notice period,** as required under paragraph 1, **shall not, in any case, exceed 12 months.**	**1) NOTICE – art. 39 paragraph 5** Except in the case of dismissal for just cause, in the event of termination **, communicated as of 1.9.2016,** by the employer from the permanent employment contract, after the probationary period, the manager is due notice, in relation to the overall length of service provided in the company, in any capacity, equal to: – **6 months:** up to **four years of seniority** ; – **8 months** : **from four to ten years of seniority** ; – **10 months: from ten to fifteen years of seniority;** **– 12 months: beyond fifteen years of seniority** .

2) SUPPLEMENTARY ALLOWANCE – art. 19 paragraph 15 **Except in cases of null dismissal** , for which the provisions of the law apply, where the Board, with a reasoned judgment, recognizes that **the dismissal is unjustified** and therefore accepts the appeal of the manager pursuant to art. 22, it will simultaneously order, at the expense of the company, a supplementary all-inclusive severance pay, in compliance with the following parameters: a) **up to two years of** company seniority, **four months' salary** equal to the compensation for the notice period; b) **over two and up to six years of** company seniority, **from four to eight months' salary** equal to the compensation for the notice period; c) **over six and up to ten years of** company seniority, **from eight to twelve months' salary** equal to the compensation for the notice period; d) **over ten and up to fifteen years of seniority** in the company, from **twelve to eighteen months'** salary equal to the amount of notice; e) **over fifteen years of seniority** in the company, **from eighteen to twenty-four months' salary** equal to the amount of notice. **These provisions do not apply in cases of collective dismissal.**	**2) SUPPLEMENTARY ALLOWANCE – art. 34** Based on its assessments of the elements characterising the case in question, the Board will establish the supplementary allowance in the following amount, which can be graduated **by company seniority classes** : **– up to 4 years : from 4 to 8 months' salary** **– over 4 to 6 years: from 6 to 12 months' salary** **– over 6 and up to 10 years: from 8 to 14 months' salary** **– over 10 and up to 15 years: from 10 to 16 months' salary** **– over 15 years : from 12 to 18 months' salary** In the event of dismissal of a manager with seniority of service in the company in the position exceeding **twelve years** , the supplementary allowance is automatically increased, in relation to the age of the dismissed manager, in the following amounts: – **4 months' salary** for those who are **between 50 and 55 years of age ; – 5 monthly payments** for those aged **between 56 and 61; – 6 monthly payments** for those aged **over 61 and under the age established by the current legislation for old-age retirement.** The above increases are applicable to managers who do not meet the requirements for accessing the AGO pension or who, despite meeting the requirements, would receive an amount less than five times the minimum INPS payment.

3) TFR – art. 24 In the event of termination of the employment relationship, the manager will be entitled, in addition to what is provided for in art. 23, to a severance pay to be calculated in accordance with the provisions of art. 2120 of the Civil Code.	**3) TFR – art. 41** In any case of termination of the employment relationship, the manager will be entitled to a severance pay determined in accordance with the provisions of Law 29 May 1982, n. 297.

CCNL for Managers In Case of Resignation:

CCNL INDUSTRY MANAGERS	CCNL COMMERCE MANAGERS
NOTICE – art. 23 paragraph 3 The resigning manager must give the employer notice, the terms of which will be equal to 1/3 of those indicated in the case of individual dismissal.	**1) NOTICE – art. 37** The manager who resigns is required, towards the employer, to respect the following notice period, based on the overall length of service provided in the company in any capacity **, equal to** : – **two months** : **up to two years** of seniority; – **three months** : **from two to five years** of seniority; – **four months** : **over five years** of seniority. Starting from 1.7.2021, the notice period will run from the first or sixteenth day of each month, depending on whether the notice of resignation reaches the employer, respectively, in the second fortnight of the previous month or in the first fortnight of the current month **.**

	2) SUPPLEMENTARY COMPENSATION IN THE EVENT OF RESIGNATION FOR JUST CAUSE – art. 38 paragraph 4 Where the Arbitration Board deems that there is just cause, attached and proven, it shall simultaneously order the company to pay the compensation in lieu of notice pursuant to art. 39, increased by a supplementary compensation equal to 1/3 of the compensation for the notice period itself.
2) TFR – art. 24 In the event of termination of the employment relationship, the manager will be entitled, in addition to what is provided for in art. 23, to a severance payment to be calculated in accordance with the provisions of art. 2120 of the Civil Code.	**3) TFR – art. 41** In any case of termination of the employment relationship, the manager will be entitled to a severance pay determined in accordance with the provisions of Law 29 May 1982, n. 297.

Lawyer Cristiano Cominotto
Lawyer Sonia Predieri