

# **Rules on the performance of work under the agile/smart working scheme**

Approved with resolution of the Board of Administration No. 03/19 of January 29, 2019

Whereas:

agile or smart working is a working method, facilitated by the use of technology and connectivity tools, which redesigns some organizational constraints of contracts permitting that, as long as some basic rules are observed, work be carried out outside the traditional office setting;

agile/smart working is about results, evaluation, continuing training, professional integrity and an idea of personal development supported also through a wide flexibility in the way work is organized (agile work/ smart working, one-only electronic work attendance recording, remote working);

agile/smart working, as well as other forms of organizational and contractual innovation, also represents the expression of a process of worker empowerment and social responsibility with respect to which, in a logic of reciprocity and attention to proximity relationships, the Foundation and the trade union organizations are facing the challenge of complexity.

## **ARTICLE 1 DEFINITION OF AGILE/SMART WORKING**

Agile working (or smart working) consists of a method of executing work which involves employees using a different and exceptional style of organization of the work tasks or of a portion of them; in fact, it is carried out according to the following methods and characteristics:

1. execution of work partly in the premises of the Foundation and partly outside and within the maximum daily and weekly working hours as per regulations and collective bargaining agreements;
2. extensive use of technology tools to carry out the work;
3. no set work station for work carried out outside the organization's premises.

## **ARTICLE 2 PLACE OF WORK WHILE ON AGILE WORKING**

Work can be performed outside the regular place of work for periods to be agreed between the worker concerned and the Foundation in the individual agreement and consistently with the organizational and production needs of the latter.

Work must be executed in compliance with the contents of the following articles 5, 6 and 7.

Organizational and production needs must also take into account the value, not only of a relational nature, represented by the effective participation in the environmental context which physically identifies the Foundation as the place of work.

At the end of the agile working period agreed upon, the regular work method is restored - without the need for any prior communication - as agile working is only a different and exceptional way of carrying out ordinary work.

At any rate, even while the worker is on "agile working", the place of work, for all other purposes, will continue to be that identified in the individual employment contract or in any subsequent amendment document. Therefore, regardless of the location and premises where the employee will carry out their duties while on agile working, no business travel benefits or any other allowance in connection to their temporary relocation will be granted by way of example but not limited to: business travel allowance, on-call duty, secondment.

On days other than those on "agile working", work shall be carried out at the employee's regular place of work, without prejudice to business travel or participation in off-site training.

### **ARTICLE 3**

#### **INDIVIDUAL AGREEMENT AND WORKING SCHEDULE**

The individual agreement between the worker and the Foundation concerning work duties while on agile working must define the objectives assigned in terms of increased quality, efficiency and innovation, if necessary also describing tasks organization (by projects, stages, cycles).

The individual agile working agreement, under penalty of nullity, shall be in writing and shall integrate the individual employment contract.

Through the drafting of the individual agreement, the Human Resources Service finalizes the arrangements discussed between the employee and his/her immediate supervisor regarding the agile working terms.

Work to be performed while on "agile work" shall be planned on a yearly basis at the most.

Such schedule can be changed:

- a) at the justified request of the employee. In this case, the authorization of his/her immediate supervisor is required.
- b) at the justified request of the employee's immediate supervisor or of the Human Resources Service due to objective organizational and productive needs of the Foundation;

Any request for changes must be submitted with an advance notice of at least 5 working days.

The hourly schedule for work to be performed while on agile working shall be indicated in the individual agreement and must comply with the limits of maximum daily and weekly working hours deriving from the law and collective bargaining agreements.

The pattern of hours worked throughout the day, therefore, shall comply with the regulatory and contractual regulations in force at the time, especially with reference to compliance with the organization of working hours.

At any rate, whatever the pattern of the working hours for agile working and the relating amount of hours spent, the employee is not authorized to work overtime.

Working time assigned to agile working that is not used during the authorized period cannot be made up at a later time.

Furthermore, in the individual agreement, the interested parties can define *core time*, namely periods of time during which the employee on agile work can be contacted.

Failure to observe core time may be challenged and constitutes grounds for initiating disciplinary proceedings pursuant to the collective agreement of reference.

Outside of such core time, the Foundation has the right to contact the employee but cannot expect to receive a prompt response. The employee's right to disconnect is set forth in article 4 of this framework agreement.

In the case of impediments of any nature (by way of example and not limited to: systems malfunction, national disasters), the employee is required to report the situation that has arisen to his/her immediate supervisor, as soon as possible.

#### **ARTICLE 4**

#### **AFTER-HOURS AND DISCONNECTION FROM WORK**

The employee has the right to disconnect from technology devices and IT work platforms as long as the objectives agreed upon, the relating methods for executing the work and core time are observed.

Furthermore, he/she also has a duty to disconnect, for justified reasons relating to performing the work while on agile working, if he/she considers his/her mental and/or physical health to be at risk.

To this end, please see the contents of article 3 of these Regulations, especially as to compliance with max daily and weekly working hours deriving from the law and collective bargaining agreements is concerned.

During after-hours and disconnection from work time, except for special and exceptional organizational and production needs of the Foundation and without prejudice, in any case, to compensatory time-off, the staff concerned will not be required to carry out the work and therefore, by way of example but not limited to, read emails, answer Foundation calls and/or text messages, access and connect to the Federation information system.

## ARTICLE 5 CONTRACT, SALARY AND REGULATIONS RELATED ASPECTS

During the period in which the employees perform their tasks on *agile working*, salary, regulatory and contractual aspects will remain unchanged and, therefore, will not undergo any adjustment for the purposes of applying any legal, contractual, social security and on mandatory insurance against accidents and occupational conditions (INAIL).

Moreover, work performed under the agile working scheme shall not affect the employee's position within the organization of the Foundation and the consequent subjection to the management and disciplinary power of the employer.

While performing work under the agile working scheme, the obligations deriving from the employment relationship will remain in place, such as - but not limited to - the obligations set forth in the document entitled "Methods of applying contractual management institutions for Foundations staff" (e.g.: notification of illness, vacation, etc.). As set forth in article 2, regardless of the location where the employee will carry out their duties, the agile working scheme does not provide for business travel allowance or any other allowance in any way connected to the temporary relocation.

## ARTICLE 6 REMOTE WORK TECHNOLOGY TOOLS

For the purposes of these Regulations, we understand as remote work technology tools all the IT and connectivity equipment - including software and hardware accessories - used by the staff to execute their duties.

The employee undertakes to comply with the *provisions of the Foundation's "Corporate-owned technology devices Policy"* in particular, he/she undertakes to protect and preserve the remote work technology tools assigned to them by observing the utmost diligence, making good use of them and ensuring their protection.

With regard to the equipment necessary for connecting to the corporate extranet, given the unstable and non-continuous nature of the off-site activity, the employee undertakes to use their own (landline, wi-fi, wireless).

Any additional costs incurred by the employee while on agile working directly and/or indirectly connected to the performance of their work (electricity, connection line, travel, etc.) will not be reimbursed by the Foundation.

## **ARTICLE 7 CONFIDENTIALITY AND PRIVACY**

Also while on agile working, staff are required to scrupulously respect the Foundation's Privacy Regulations. The staff is in fact responsible for the data and information which they become aware of while executing their tasks; they are therefore required to process them by adopting every appropriate security measure in order to protect their confidentiality, security, integrity and appropriate use, scrupulously following the instructions provided by the employer, in their capacity as Data Controller, and the provisions of the current legislation on the protection of personal data.

The employee undertakes to keep all the activity provided and all related information confidential, also pursuant to the Foundation's Code of Conduct, and not to share with third parties, or disseminate, the news, information and personal data known in relation to facts and circumstances learned as a result of work carried out for FBK.

## **ARTICLE 8 PROCEDURES FOR PERFORMING WORK TASKS, HEALTH AND SAFETY AT THE WORKPLACE**

Carrying out the work in an agile style does not waive the possession of the objective and subjective requirements provided for the purpose of INAIL insurance obligations.

Therefore, employees will continue to receive generic and task-specific training as regularly provided in the corporate setting.

While executing their tasks on agile working, the employee can freely choose the place from which to carry out his/her work as long as the choice of the place is reasonable and meets the requirements of suitability, safety and confidentiality, therefore: it does not put his/her mental and/or physical safety, the confidentiality of the information and data processed for the performance of his/her duties (under article 7 of this agreement) at risk and respects the safety-at-the-workplace parameters prescribed by the Foundation. The employee, therefore, will be called upon to cooperate in the implementation of the preventive measures to face the risks connected with the execution of his/her work outside the Foundation's premises.

Read and approved on January 29, 2019

- Prof. Francesco Profumo -  
President of Fondazione Bruno Kessler  
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