
Company agreement for the regulation of the work organization model

between Fondazione Bruno Kessler

here represented by the Head of Human Resources, Alessandro Dalla Torre

and the company's trade union representatives

CGIL – represented here by Alberto Lavelli

CISL represented here by Michele Fedrizzi

UIL here represented by Francesco Rocca

Whereas

Fondazione Bruno Kessler, which has always stood out for its innovative vocation which is also reflected in the organizational and operational solutions adopted, promotes a new model of hybrid work organization.

This model is based on mutual trust, sustainability and collaboration in compliance with the principles of equity, inclusion, responsibility and participation that characterize the FBK community and on which the [Collective Labor Agreement](#) and the "[Platform for a new Reciprocity Agreement](#)" are based.

This Agreement contains strongly novel elements and looks at the growth of organizational citizenship behaviors in particular through the balancing of work and life times and the recovery of the social and relational dimensions. In addition, it responds to the challenges of technological and digital transition in terms of efficiency, fairness, balance and well-being. The signatories recognize the importance of this agreement as a tool for organizational innovation and modernization of processes and in this sense intend to contribute actively to the process of building the new "Trentino Intelligent District" in the terms proposed by the Autonomous Province of Trento through the Strategic Plan for the promotion of agile working.

The above stated and here recalled:

Provincial Collective Labor Agreement for Foundations pursuant to Provincial Law No. 14 of August 2, 2005, signed on July 30, 2018;

the collective contracts of the Local Autonomies and PAT Research Sector;

law no. 81 of 2 May 2017 on agile/smart working;

National Protocol on Agile Working of December 9, 2021;

Strategic Plan for the promotion of agile work approved by PAT resolution no. 1476 of September 3, 2021;

Fondazione Bruno Kessler and the company's trade union representatives agree as follows:

Art. 1

Purpose

this Agreement defines essential aspects of the work organization model at Fondazione Bruno Kessler, such as: ordinary working hours; special experimental working hours; ordinary and overtime remote working hours; relief for employees who cannot work remotely; use of meal vouchers when working remotely; rules and indications useful for promoting the sharing of positive practices when carrying out tasks remotely (cross-referencing); appreciation of time invested in favor of the organizational development of the Foundation; support actions for the new organizational model.

Art. 2

Subjective scope of application

The recipients of this Agreement are the employees of the Foundation and to the staff of the Autonomous Province of Trento seconded to the Foundation insofar as this is compatible with their respective regulatory systems.

The provisions of this Agreement shall also be extended to temp employment agency staff.

Art. 3

Regulation of working hours and access to Foundation premises

As provided for in Chapter III of the Foundations' Collective Labor Agreement in force, regular working hours are 38 hours per week, calculated as an average for the four-month period (January-April; May-August; September-December). For the staff of the Autonomous Province of Trento seconded to the Foundation, working hours are 36 hours per week.

The maximum working time may not exceed 48 hours per week, calculated as an average over a twelve-month period (January 1 - December 31).

There are no mandatory attendance core hours.

In-person work at the Foundation's premises is permitted from Monday to Friday between 7.30 a.m. and 8 p.m.

Outside of these days and hours, access to the Foundation's premises is permitted only if justified and authorized in advance.

Art. 4

Recording of working time

In view of the unusual nature and organization of research and study work, research staff and technologists are required to clock in only once a day to record in-person attendance. Also staff with the qualification of manager or executive is required to clock in only. Technical, administrative and support staff, as well as researchers and technologists who opt for the experimental working hours scheme described in the following article, are always required to clock in and out.

Art. 5

Experimental special working time scheme ("short week")

Without prejudice to the provisions of Articles 3 (Working hours and access to Foundation premises) and 4 (Recording of working time) of this Agreement and with the prior authorization of the Director or Supervisor, all Foundation staff may opt for a four-day working week instead of a five-day working week.

When on special working time scheme, workers shall perform their duties entirely in-person.

The special working hours scheme may also be granted for one or more specific periods during the same calendar year (January 1 - December 31).

No exceptions to the special working hours scheme are permitted, without prejudice to the possibility of opting out at any time.

Given the experimental nature of the special working hours scheme and with a view to continuous improvement, the employer and company trade union representatives will carry out periodic analyses of the trend, the joining rates and types, the strengths and weaknesses. Evidence of these analyses must be accessible to all Foundation personnel and individuals concerned.

Art. 6

Management of remote work

The Foundation by default grants to all staff having teleworkable duties the right to work remotely up to 5 working days per month.

The single day can be converted into two half working days provided that the daily theoretical schedule is completed.

On the initiative of the interested party and always without prejudice to the organizational and production needs expressed by governance and management, the limit of 5 days may be increased after signing an "individual reciprocity agreement".

The "individual reciprocity agreement", as well as any updates thereto, is valid insofar as it is signed by the requesting party, their immediate supervisor and, for compliance certification only, by the Human Resources Service.

The reasons behind the request of the worker concerned must be evident and lead back to one of the following situations: work-life balance needs, sustainability, study and research reasons as well as in particular situations of fragility or physical or mental impairment.

Remote working hours are flexible and, subject to compliance with the number of hours set by the Foundations' Collective Labor Agreement as referred to in article 3 of this Agreement, no core hours are provided for.

The activities carried out in the context of remote work shall be recorded in the timesheets of research or technological staff or, for technical, administrative and support staff, subject to timely daily reporting.

Failure to comply with the latter provision, constituting a form of breach of contractual obligations, may be reported and, if necessary, challenged.

Article 7

Relief for employees with non-teleworkable duties

Personnel with non-teleworkable duties who are unable to work remotely in any form, will be entitled, within each two-month period and as a form of regenerative relief, to choose between a day of training paid by FBK or a day of paid leave.

By agreement with their immediate supervisor, training days may be accrued and must be used within the calendar year.

The above-mentioned day must be used, without fail, in the relevant two-month period and cannot be rolled over.

Art. 8

Meal vouchers and remote work

In line with the provisions of the Strategic Agreement for "agile working" promoted by the Autonomous Province of Trento and as it has been definitively made operational by the latter, the Foundation admits the use of meal vouchers by its employees at local establishments that have an agreement with the Foundation also when they are working remotely.

Art. 9

Reward for time invested in favor of the organizational development of the Foundation

In order to strengthen the well-being of its social and professional eco-system, the Foundation undertakes to reward, in the form of work-time, of those contributions in terms of skills and knowledge that its staff will actively demonstrate to ensure organizational development in the form of person well-being-oriented services.

Art. 10

Actions to support the new organizational model

The Agreement outlined in the preceding articles is intended to expand the organizational citizenship recognized to all the staff of Fondazione Bruno Kessler's.

With this in mind and in conformity with the provisions of the "Work platform for a new reciprocity pact" signed on July 28, 2020, this Agreement may also be adapted and enriched through the signing of individual arrangements that - being equally functional to professional growth and organizational development - act both on those particular forms of flexibility provided for in paragraphs 2 and 3 of Article 6, and on the levers of training and welfare as well as the forms of incentives provided by the Foundation.

Also with a view to supporting the new organizational model, the Foundation will evaluate, upon request containing the reasons thereof and within the limits of available funds, the provision of individual equipment necessary for remote work.

Art. 11

Conformity monitoring and conciliation

Any critical points relating to the conversion of this Agreement into "individual reciprocity agreements" may be freely reported by the parties concerned to its signatories during a verification of conformity and conciliation meeting.

Also with a view to this Article, the process of drawing up and defining each individual reciprocity agreement should correspond to the principles of traceability and transparency.

Art. 12

Best Practices for Remote Work

Concurrently with this Agreement, and as its functional complement, the document "Good Practices for Remote Work" is signed as a set of rules and guidelines useful for promoting the sharing of good practices when performing tasks on telework.

Art. 13

Integration with other collective agreements applied by the Foundation

The Foundation undertakes to apply the contents of this Agreement also to staff whose employment relations are governed by Collective Agreements other than that of the Foundation.

Art. 14

Effective date, duration and clause for compliance with the "individual reciprocity agreements"

Given the experimental nature of some of its contents, this Agreement, effective Friday, July 1, 2022, is valid for one year and may be renewed only through a formal agreement between the parties.

Trento, May 13, 2022 (signed in original during the "technical approval")

For FBK Alessandro Dalla Torre

For CGIL Alberto Lavelli

For CISL Michele Fedrizzi

For UIL Francesco Rocca

NOTES TO the MINUTES: the parties intend to define the following points here:

- In view of the changed economic and social situation as well as of the organizational innovations introduced in the Foundation of which this agreement bears witness, the "Agreement on telework at Fondazione Bruno Kessler" signed in December 2014 is repealed by the signing thereof;
- the Parties agree that Article 3 of this Agreement recalls Article 32 of the CCPL with a view to increasing staff awareness of working time while at the same time giving greater emphasis to the principle that no mandatory core hours are provided for;
- the Parties undertake to share the guidelines through which this Agreement finds its application at the time of consultations;
- the parties agree that the guidelines provide that researchers and technologists who opt for the 4-working-day week be required to clock in and out
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Trento, May 13, 2022 (signed in original during the "technical approval")

For FBK Alessandro Dalla Torre

For CGIL Alberto Lavelli

For CISL Michele Fedrizzi

For UIL Francesco Rocca