

EPOS ERIC

Employment Policy

8th EPOS ERIC General Assembly

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Introduction

EPOS ERIC operates in a rapidly changing economic, social and technological environment. It needs to adapt to diverse and changing requirements by continuously developing organizational capability, improving performance, empowering employees, stimulating their creativity, rewarding risks and innovation and investing in continuous improvement through knowledge sharing and training.

This Employment Policy provides guiding principles for the human resources management, in accordance with which the Executive Director shall manage the employees of EPOS ERIC. This policy applies to all employee positions, either temporary or permanently, appointed by the EPOS ERIC Executive Director.

It is EPOS ERIC aim to attract and retain employees of the highest quality by establishing conditions of employment that are fully competitive within the respective labour markets, providing a work environment that is intellectually stimulating and professionally rewarding, offering a safe and well-equipped work environment and most importantly providing opportunity for employees' participation in matters that affect them and their work.

EPOS ERIC recognises its employees as the most valuable asset and is committed to establishing a productive and innovative work environment to achieve the objective of the Consortium, ensure employees' well-being and a respect for the work/life balance.

According to the Statutes of EPOS ERIC, the employment policy shall be governed by the laws of the country in which the employee is employed and habitually carries out its work. This policy shall therefore be complemented by the applicable Italian law where relevant. In case of contradiction between this policy and applicable Italian law, the latter shall prevail.

1.1. Working Conditions

1.1.1. General

EPOS ERIC practices shall be based upon internationally recognised labour standards, applicable Italian laws, regulations, collective agreements and national customs.

All EPOS ERIC employees shall be treated with equal respect and shall have an equal opportunity to contribute fully to the Consortium's success based on their individual skills and interests.

It is the policy of EPOS ERIC to treat all current or potential employees without discrimination regardless of ethnic, social or political background, colour, nationality, religion, age, gender, disability, marital status, family size or sexual orientation.

EPOS ERIC is committed to taking immediate and necessary action if it becomes aware that any unfair or discriminatory practices are occurring or have occurred.

1.1.2. Collective Labour Agreement

The [Italian Collective Labour Agreement for the employers of Embassies, Consulates, Legation, Cultural Institutions and international Organizations in Italy](#) is voluntarily adopted by EPOS ERIC for its employees.

The Collective Labour Agreement includes provisions on trial period, remuneration, benefits, hours of work, overtime, official holidays and leave (vacation, compensatory, sick, maternity and paternity, right to education), business trip, transfer and all social security aspects.

1.1.3. Alternative Work Arrangements

Where relevant, alternative work arrangements shall be offered to employees with a view to develop a strong, flexible, viable workforce with productive and committed employees.

Alternative work arrangements should be used when they could help meeting employees' needs and promote employees' commitment by helping them to balance work and family responsibilities.

Alternative work arrangements may include, but are not limited to, flexitime, remote-working and part-time schedules.

1.1.4. Employees' Duties

Employees shall be subject to the authority of the Executive Director. They shall perform their tasks to the best of their abilities and promote the objectives and values of EPOS ERIC in their everyday work and interaction with third parties.

Employees shall treat their fellow employees as well as secondees and consultants of EPOS ERIC fairly, with dignity and with respect. All forms of inappropriate behaviour are strictly prohibited. Examples of inappropriate behaviour include: repeated humiliation and insulting, bullying, psychological abuse, not speaking to or ignoring a colleague, spreading of gossip or ridiculing a colleague, denying a person certain work assignment or assigning him/her assignments that are below his or her qualifications, physical or verbal violence or threats of physical violence.

The distribution, possession, consumption or working under the influence of unlawful controlled substances (e.g. illegal drugs) while on EPOS ERIC premises and/or while conducting EPOS ERIC activities is strictly prohibited.

In accordance with the duty of loyalty under Article 2105 of the Italian Civil Code, employees shall not carry out

Other, non-competing forms of employment, even free of charge, or self-employment, consulting, collaboration, etc. shall require the written approval by the Executive Director.

1.1.5. Recruitment

EPOS ERIC employees shall be appointed and dismissed by the Executive Director.

The recruitment procedure and selection of employees shall be transparent, non-discriminatory and respect the principle of equal opportunity. All positions shall be announced publicly.

All documents relating to the employment of personnel will be treated confidentially and in accordance with the European General Data Protection Regulation (GDPR) and applicable national law.

Detailed procedure on recruitment and selection of personnel is set out in Annex 1.

1.1.6. Data Protection

Registration, filing and use of documents and information containing personal data of employees shall be processed in accordance with the European General Data Protection Regulation (GDPR) and applicable national law.

1.1.7. Confidentiality Obligations

“Confidential Information” means information in whatever form (including written, oral or electronic form) that is clearly marked as confidential or otherwise identified as non-public character or connected to intellectual property, which is related to the business and economic affairs of EPOS ERIC and its employees (including salaries and terms of employment), programs and research projects, discoveries and inventions, methods of EPOS ERIC and its relationships with third parties, scientific and/or industrial knowledge, internal procedures, organization and management plans, financial and legal affairs, etc..

During their employment and after its termination, employees shall not, without prior written permission of EPOS ERIC:

- disclose or communicate any Confidential Information which the employee becomes aware of in the execution of the employment contract;
- use or try to use such Confidential Information to damage or cause, directly or indirectly, actual or potential harm to EPOS ERIC or its activity;
- copy or reproduce Confidential Information in any form, documentary or digital or through any other means, any medium or device unless this is required for the performance of its employment tasks.

All documents that contain or refer to Confidential Information, which are in the possession or under the control of the employee shall remain the property of EPOS ERIC.

During and after their employment term, employees shall:

- exercise due care and diligence to prevent the unauthorized publication, loss or use of any Confidential Information;
- deliver back to EPOS ERIC, at the termination of the employment and/or upon request, all documents containing Confidential Information (including all copies of all documents produced and obtained legitimately or not).

1.1.8. Inventions

All inventions, improvements, scientific, technological, industrial or other matters, created as a result of or during the any knowhow created using information, documents and/or technologies of EPOS ERIC or EPOS ERIC's members, shall be the property of EPOS ERIC. Salary levels are inclusive of the potential development by employees of any such inventions and no *ex gratia* compensation shall be paid to an employee or employees for inventions created by them in the course of their employment duties.

In accordance with Art. 2590 of the Italian Civil Code, employees shall have the right to be recognized as the author of an invention made in the course of their employment duties. However, ownership and economic rights shall belong to EPOS ERIC.

In accordance with Clause 5, employees must maintain confidentiality in relation to inventions or discoveries and are prohibited from disclosing any information relating to them to third parties outside of EPOS ERIC.

1.1.9. Conflict of Interest

Each individual employee's professional loyalty shall be to EPOS ERIC. All business or organisational related decisions must be based on the best interests of EPOS ERIC, rather than on any personal or other considerations or relationships.

EPOS ERIC employees must practice honesty and integrity and should avoid entering into situations where their personal, family or financial interests may be in conflict with those of EPOS ERIC.

EPOS ERIC employees should at all times use their good judgement to avoid creating the appearance of improper payments and other inappropriate benefits. Particular care should be taken in all relationships with government or other public officials or employees, as well as in procurement decisions.

Employees must avoid any conduct which, by its nature or the possible consequences, is inconsistent with their employment obligations and that could give rise to a conflict of interest.

ANNEX 1: RECRUITMENT PROCEDURE

1.2. Preparation Stage

Authority to approve the recruitment of new employees lies with the EPOS ERIC Executive Director.

Prior to commencing a recruitment process, a full evaluation report shall be completed and submitted to the Executive Director for approval.

The evaluation report shall include the following:

- the need for the position against the area's strategic plans;
- availability of budget;
- a detailed description of the job duties;
- Essential and desirable criteria in terms of skills, aptitudes, knowledge and experience for the job, all of which should be directly related to the job.

Care should be taken when writing the job specifications to ensure that criteria used do not directly or indirectly discriminate on the basis of ethnic, social or political background, colour, nationality, religion, age, gender, disability, marital status, family size or sexual orientation.

Consideration shall be given to the necessity of securing the highest levels of competence, technical ability and integrity, and ensuring competition among candidates.

1.3. Recruitment Process

Announcement of Vacancies

The vacancy announcement shall be prepared by the Administrative Office on the basis of the job description and person specification and shall be approved by the Executive Director. It shall include the following information:

- a) a description of the nature of the post, including title, purpose, level of seniority, location, and length of assignment;
- b) a description of the duties and responsibilities of the position;
- c) the abilities, experience and training required or desired from candidates;
- d) the procedure and time limits for submitting applications;
- e) any other relevant information.

The period for advertising posts shall be minimum 2 (two) weeks. The position shall be posted on the EPOS ERIC website and on EPOS ERIC's social media and by using any other means of communication.

Applications

Applications should be received by e-mail or through an "Application for Vacancy Form" on the EPOS ERIC website.

The applications must be screened by the Administrative Office against selection criteria and requirements stated in the vacancy announcement.

Selection Committee

The Executive Director may appoint a Selection Committee composed of at least 3 but not more than 5 members, one of them shall act as the Chair and one shall act as the Secretary without the right to vote.

Members of the Selection Committee shall sign a confidentiality and lack of conflict of interest undertaking.

The Selection Committee shall review all applications and agree on a short-list of candidates to be invited to an interview. The shortlisting of candidates shall be based on the advertised criteria.

Once interviews are completed, a recruitment report should be prepared summarising the selection process and giving the list of short-listed candidates in order of preference and a recommendation. The recruitment report together with the applications are submitted to the Executive Director for further consideration and decision.

Upon approval of the candidate, the Executive Director will inform the Administrative Office and initiate the signing of an employment contract and related formalities.

1.4. Offer, Acceptance and Effective date

Offer of Appointment

Once a decision is made, an offer of employment is made via a Letter of Appointment. The Letter of Appointment addressed to the best candidate selected shall contain all the terms and conditions of employment.

All entitlements of employee are strictly limited to those contained in the Letter of Appointment. The cover letter offering the employment, the draft employment contract, the Employment Policy and Confidentiality Agreement, shall together constitute the Letter of Appointment.

Acceptance

Candidates shall be asked to indicate their acceptance by signing and returning a copy of the employment contract. They shall also be asked to acknowledge that their appointment is subject to the terms and conditions specified in the Letter of Appointment and to any modification made thereto.

Effective Date

The appointment of employees who at the time of their initial appointment are not residing within a commuting distance of the duty station shall take effect from the date on which they begin to travel to assume their posts.

The appointment of employee who at the time of appointment reside within commuting distance of the duty station shall take effect from the date on which they assume their posts.