Made at Tartu on 13 December 2010.

Hereby the University of Tartu (hereinafter ‘the university’), represented by the Rector Alar Karis, and

the Union of Employees of the University of Tartu (hereinafter ‘the union’), represented by the union’s chair Aleksander Jakobson,
execute this collective bargaining agreement.

Chapter I
GENERAL PROVISIONS

1. Purpose of the collective bargaining agreement
1.1. The purpose of this collective bargaining agreement (hereinafter ‘this agreement’) is to facilitate the creation, maintenance and development of an attractive work environment and balanced employment relations at the university.

2. Scope of application of the collective bargaining agreement
2.1. This agreement shall apply to the university as the employer and to the university’s employees who work on the basis of an employment contract.

2.2. Any terms of this agreement which are less favourable to the employees than those stipulated in a statute or other enactment shall be void, unless the law allows such terms to be established.

3. Relations of the parties
3.1. The relations of the parties shall be based on mutual trust and information exchange in issues concerning performance of the agreement.

3.2. In their relations with each other, the parties shall:

3.2.1. observe the laws of the Republic of Estonia, the bylaws of the University of Tartu, bilateral and trilateral agreements concerning the sphere of higher education executed between the federations of employers’ associations and of trade unions, and take guidance from established values and principles of the university, the rules of morality, and the principles of reasonable behaviour and good faith;

3.2.2. recognise and take into consideration the interests and needs of the other party, and the means at the disposal of that party;

3.2.3. inform the other party of any significant changes intended in the area of application of this agreement, which are of significant importance to the other party;

3.2.4. inform the other party of any complaints arising in relation to performance of the agreement.

Chapter II
RELATIONS BETWEEN THE UNION AND THE UNIVERSITY

4. Rights and obligations of the parties
4.1. The parties to this agreement shall perform all duties emanating from legislation and from this agreement.

4.2. The union shall inform the Personnel Office of the university within one month in writing of any changes in the membership of the union and in the membership of the board of the union, of the election of union representatives and of the expiration of their mandate.
4.3. The chair of the union’s board shall inform the Personnel Office of any significant events organised by the union in Estonia.

4.4. The representatives elected by the union shall be entitled, pursuant to the procedure prescribed by legislation, to freely inspect the employees’ work arrangements and their working conditions at the university.

4.5. The union shall be entitled to receive employees’ salary information if such information concerns a group of employees (no less than five employees) and with respect to individual employees who are members of the union, provided the latter consent to the information being released to the union.

4.6. The university shall provide access to the university’s intraweb to the union’s chair.

4.7. An employee of the university shall be entitled to authorise, by written instrument, a union representative, lawyer or any other person to negotiate on his or her behalf the terms of his or her employment contract, and/or to execute his or her employment contract.

4.8. The university shall deduct the union’s membership fee from the salary of a union’s member on the basis of that member’s written application, and shall transfer the deducted fee to the union’s bank account.

5. Union representatives

5.1. Union representatives are university employees who have been elected by members of the union to represent the employees in their employment relations with the university.

5.2. The maximum number of union representatives is 12.

5.3. The university shall make it possible for union representatives to perform their representatives’ duties at least six hours in a week during work hours without reduction of their base salary.

5.4. The university shall grant, on the basis of written invitations submitted by the union, each union representative at least five days of leave in a year for participating in training events organised by the union, provided this does not significantly interfere with the employee’s performance of work duties. The representatives shall retain their average remuneration for the days of leave granted under this clause.

6. Resolution of employment disputes

6.1. Any disputes arising between an employee and the university regarding the employee’s employment shall be settled, if possible, by amicable agreement between the employee and the employer. For this purpose, the employee shall first approach his or her immediate supervisor and the head of the unit. If necessary, the Personnel Office and the union representative or the union’s lawyer shall also be involved.

6.2. Seeking a settlement to an employment dispute by way of negotiations between parties shall not prejudice the parties’ right to seek a settlement to the dispute in an employment tribunal.

Chapter III

WORK AND SALARY ARRANGEMENTS

7. Workforce planning and work arrangements

7.1. Workforce planning and staff changes shall be based on:
7.1.1. the principle of the rationality of work arrangements and the principle of available funding;
7.1.2. academic workforce planning and assessment of the need for an academic position shall be based on the actual workload and nature of the teaching and research involved, the work duties described in the job description of the academic position, and shall take into consideration information regarding intensity and outcome of the work as gathered during appraisal interviews;
7.1.3. non-academic workforce planning and assessment of the need for a non-academic position shall be based on the job functions and the actual workload involved, and shall take into consideration information regarding intensity and outcome of the work as gathered during appraisal interviews.

7.2. The university recognises the importance of improving information exchange within the university and of enhancing active participation of its employees in discussions relating to the university’s units and the university as a whole.

7.3. The university recognises the importance of appraisal interviews conducted with employees by their immediate supervisors.

8. Salary arrangements

8.1. The university’s employees shall be remunerated pursuant to the university’s salary rules. The university’s salary system is uniform and universal, i.e. any remuneration policies shall apply to all employees.

8.2. The employee’s remuneration consists of his or her base salary and may include additional remuneration. Each employee is expected to perform well in all of his or her duties. As a result, the share of variable components in an employee’s remuneration should be relatively small in comparison with his or her base salary. The share of remuneration components may vary, depending on the type of position, nature of the work and the employee’s performance.

8.3. The employee’s base salary shall be agreed upon in the employment contract executed with the employee, having regard to the type of position and the relevant salary grade pursuant to the Salary Rules. The salary grade of a particular position shall reflect the value of the employee’s work in the context of the university as a whole, the relation of the employee’s work to priority objectives set out in the university’s statutes and in the strategic plan of the university, and the nature of the employee’s duties, including the degree of responsibility involved, complexity of the work and the requirements established for holders of the position. The base rates of salary grades shall be approved by the Rector’s directive; once a year the university’s salary committee shall discuss whether it is possible and necessary to amend the base rates of salary grades.

8.4. An employee’s remuneration shall be determined by taking into account the general standard of remuneration for similar work in the Estonian salary market. The university aspires to become the market leader in Estonia in terms of the remuneration of its academic staff and intends to set the remuneration of professors / research professors, senior lecturers / senior research fellows, lecturers / senior assistants / research fellows and assistants / teachers at respectively 4, 3, 2 and 1.7 times the average Estonian salary rate. The university’s priority is to attain the desired levels of remuneration in relation to the positions of lecturer, assistant, teacher and research fellow. In order to encourage doctoral studies, the parties recognise the importance of increasing the remuneration of an academic employee after he or she has defended his or her PhD thesis. The university also aspires to
pay salaries that are regarded as competitive in the Estonian labour market to its non-academic employees.

8.5. Performance-based work arrangements and performance-related remuneration shall be encouraged. These can be implemented by performance management and, if necessary, by introducing individual and/or unit-wide performance pay schemes based on evaluation of the work performed and/or by allowing employees’ base salary rates to be adjusted for a fixed period in accordance with the objectives agreed with those employees in performance appraisal interviews.

9. Working time and rest time

9.1. The working time arrangements of employees shall be established in the University of Tartu Work Rules and in each employee’s employment contract.


9.3. Employees shall be granted up to three additional days’ leave with full pay for the purpose of strengthening their health and preventing illness, and also in the event of marriage or death in the family. Before proceeding to use this leave entitlement, the employee must obtain the permission of his or her immediate supervisor.

10. Leave entitlements

10.1. The university employees shall be granted leave pursuant to the university’s leave rules.

10.2. Under the terms and conditions stipulated in the employment contract, the university may grant up to seven calendar days of additional paid leave:
   10.2.1. to employees in the pay grade of managers and senior specialists for the performance of duties that are stressful and entail considerable responsibility;
   10.2.2. to the health and safety representative for the effective performance of his or her duties, pursuant to the University of Tartu Workplace Health and Safety Regulations;
   10.2.3. to the union representative for the effective performance of his or her duties on the proposal of the chair of the Union of Employees of the University of Tartu.

11. Termination of the employee’s employment

11.1. In the case of an employee’s employment being terminated on extraordinary grounds, the union shall be entitled to request and the university’s representative shall be obligated to present additional information regarding reasons for such termination – economic calculations, verdicts showing the employee to be unsuitable to his or her position, minutes of meetings, test results, etc.

11.2. In the case of an employee’s employment being terminated on extraordinary grounds, the university shall, during the relevant notice period, grant the employee a leave of absence to the extent of up to 10% of the working time agreed with the employee, with retention of full pay. The employee shall agree the terms and conditions of using the leave of absence (including its duration) with his or her immediate supervisor.

12. Workplace health and safety

12.1. In ensuring health and safety in the workplace, guidance shall be taken from the university’s Workplace Health and Safety Regulations and other bylaws.
12.2. The university and its employees shall cooperate in order to ensure health and safety in the workplace.

Chapter IV

PROFESSIONAL DEVELOPMENT OF EMPLOYEES

13. Professional development of employees

13.1. Professional development activities are activities (including work-related training) which are conducive to the acquisition of skills, knowledge and attitudes that improve the employees’ performance of work duties.

13.2. Pursuant to legislation, regular teaching staff are eligible for a sabbatical leave for each five years of service. The sabbatical is a paid leave which is granted for the period of one semester for the purpose of professional development or other creative pursuits.

14. Obligations of employees

14.1. An employee shall:
   14.1.1. constantly develop his or her professional skills and knowledge, which includes participation in training events, and shall have regard to his or her job duties, the strategic development goals of his or her unit and the university as a whole;
   14.1.2. assess his or her professional development needs and discuss these with his or her immediate supervisor;
   14.1.3. be an active participant in training events and share training materials with his or her colleagues and inform them of the contents of the training;
   14.1.4. assess the outcome of the training events and provide feedback to the organisers of the events.

15. Obligations of the employer

15.1. The employer shall:
   15.1.1. make arrangements for regular and targeted professional development of employees, including offers of training events organised with a view to the strategic development goals of the university and the employees’ professional development needs and opportunities;
   15.1.2. develop support schemes for employees’ professional development, including offering teaching-related training to members of the teaching staff and, if possible, helping them to acquire an international experience;
   15.1.3. raise employees’ awareness of the importance of and opportunities offered by professional development.

Chapter V

FINAL PROVISIONS

16. Term of agreement

16.1. This agreement shall be effective upon execution by the parties.

16.2. This agreement shall remain in force for one year from the date of execution. If the parties so agree, they may extend the term of the agreement.

17. Informing interested parties of the agreement

17.1. This agreement shall be published on the webpage of the university and of the union.
17.2. The university shall make this agreement available in its intraweb.

17.3. The heads of the university’s units shall inform the university’s employees of the contents of this agreement.

18. Amendments and additions

18.1. Any amendments or additions to this agreement must be executed by both parties.

19. Liability

19.1. Should a party fail to perform its obligations under this agreement, that party shall bear liability for such failure in accordance with the law.

/signed/ /signed/
A. Karis A. Jakobson
University of Tartu Union of Employees of the University of Tartu
Rector Chairman