Collective bargaining agreement

Tartu, 9 July 2018

Hereby the University of Tartu (hereinafter ‘university’), represented by Acting Rector Tõnu Lehtsaar, and the Union of Employees of the University of Tartu (‘union’), represented by Chair of the Union Alar Sepp, together referred to as ‘parties’ or individually a ‘party’, execute this collective bargaining agreement.

Chapter I
GENERAL PROVISIONS

1. Purpose of the collective bargaining agreement
1.1. The purpose of the collective bargaining 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. The collective bargaining agreement applies 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 the collective bargaining agreement that are less favourable to the employees than those stipulated in a law or another regulation shall be void, unless the law allows such terms to be established.

3. Relations of the parties
3.1. The relations of the parties are based on mutual trust and information exchange in issues concerning performance of the agreement.
3.2. In their relations with each other, the parties:
   3.2.1. take guidance from the established values and principles of the university, and the principles of ethics, 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;
   3.2.4. inform the other party of any problems and disagreement arising in relation to performance of the agreement.

Chapter II
RELATIONS BETWEEN THE UNIVERSITY AND THE UNION

4. Common interests and cooperation
4.1. The university and the union declare their common interest and cooperation in promoting the university as an educational and research institution and employer in the spirit of sustainable development. We value the people who work and study at the university and we create the best conditions and a motivating work and study environment for the university members’ development and self-realisation.
4.2. The university deems it important to involve the union in decision-making processes.
Before adoption or approval, all the university’s draft bylaws in the area of human resources, incl. salary rules, leave rules, work rules, and bylaws regulating the employment of academic staff, are sent to the union for their opinion. For that purpose, the chair of the union is allowed access to the system for processing of the university’s bylaws.

4.3. The union undertakes to intensify cooperation with other unions and umbrella organisations operating in the field of higher education and research in order to enable efficient cooperative activities of the unions in important issues, which would make it possible to hold trilateral negotiations, in which the unions would act as the third partner beside the government and the higher education and research institutions.

5. **Rights and obligations of the parties**

5.1. The university gives suitable office rooms to the union, if possible, and the expenses related to the management of such rooms are paid by the union.

5.2. The university provides a room free of charge for the union events at least once a month.

5.3. The university grants, 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 or in the work of the bodies of the union, provided this does not significantly interfere with the operation of the university. The representatives retain their average remuneration for the days of leave granted under this clause, but not more than for five days a year.

5.4. The university grants access to the university’s intranet for up to three employees of the union.

5.5. The university ensures that a reference to the collective bargaining agreement is included in each employee’s employment contract and that the collective bargaining agreement is made publicly available on the website of the university.

5.6. The union immediately informs the Human Resources Office of the university by email of any changes in the membership of the board of the union, of the election of union representatives and expiration of their mandate; and send information on any changes in the number of members once in a quarter.

5.7. The union informs the Human Resources Office of any significant events organised by the union.

5.8. The representatives elected by the union are entitled, pursuant to the procedure prescribed by legislation, to examine without hindrance the work organisation and the working conditions of employees at the university.

5.9. The union is entitled to receive employees’ salary information if such information concerns a group of employees (including at least five employees).

5.10. The university deducts the union membership fee from the salary of a union member on the basis of the member’s written application, and transfers the deducted fee to the union’s bank account.

6. **Union representatives**

6.1. Union representatives are university employees who have been elected by members of the union to be employees’ representatives within the meaning of section 16 (4) of the Trade Unions Act.

6.2. The maximum number of union representatives is 12.

7. **Resolution of employment disputes**

7.1. Any disputes arising between an employee and the university regarding the employee’s employment are settled, if possible, by an agreement between the employee and the employer. For this purpose, the employee first approaches his or her immediate
supervisor and head of the structural unit. If necessary, the Human Resources Office and the union representative or another person representing the union are involved.

7.2. Seeking a settlement to an employment dispute by negotiations of the parties shall not prejudice the parties’ right to seek a settlement to the dispute in labour dispute committee.

Chapter III
WORK AND SALARY ARRANGEMENTS

8. Staff planning and work arrangements
8.1. Staff planning and changes in staff are based on:
   8.1.1. the principle of the rationality of work arrangements and on available funding;
   8.1.2. academic staff planning and assessment of the need for an academic position are based on the actual workload and the specific nature of the teaching and research involved, the work duties described in the job descriptions of the academic staff, and take into consideration information regarding the intensity and outcome of the work as gathered during appraisal interviews;
   8.1.3. non-academic staff planning and assessment of the need for a non-academic position are based on the functions and the actual workload, and take into consideration information regarding the intensity and outcome of the work as gathered during appraisal interviews.

8.2. The university considers it important to improve information exchange within the university and enhance active participation of its employees in discussions relating to the university’s units and the university as a whole.

8.3. The university appreciates results-oriented work arrangement and remuneration, and the continuous development of employees.

8.4. The university recognises the importance of appraisal interviews conducted with employees by their immediate supervisors at least once a year.

8.5. Work days preceding the New Year’s Day, Estonian Independence Day, Victory Day, and Christmas Eve, and on the anniversary of the Estonian-language university on 1 December end at 12 noon.

8.6. Head of a structural unit grants the employee up to three additional days’ leave during a year with full pay for the purpose of strengthening their health and preventing illness, and in the event of the first school day of the employee’s child, marriage or death in the family. The employee agrees upon the use of such leave with the immediate supervisor.

9. Salary arrangements
9.1. Employees are remunerated pursuant to the university’s salary rules.
9.2. An employee’s remuneration is determined by taking into account the general standard of remuneration for similar work in the Estonian salary market.

9.3. 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 / research fellows and assistants / teachers / junior research fellows 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 for lecturers, assistants, teachers and research fellows. The remuneration of academic staff takes into account the specific nature of different fields of research.

9.4. The university aspires to pay salaries that are regarded as competitive in the Estonian labour market to its non-academic employees.

9.5. The university pays full salary to employees who participate in a reservist training or additional reservist training organised by Estonian Defence Forces.

10. Leave entitlements
10.1. The university grants paid annual leave pursuant to the university’s leave rules:
   10.1.1. to academic staff, at least 42 calendar days;
   10.1.2. to non-academic staff, 28 calendar days, unless otherwise specified in the employment contract.
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 effective performance of duties on the terms specified in the University of Tartu leave rules;
   10.2.3. to the union representative for effective performance of duties on the proposal of the chair of the Union of Employees of the University of Tartu.

11. Workplace health and safety and work environment
11.1. The university, the union and employees cooperate to ensure a safe work environment.
11.2. The university prepares risk analysis for all structural units and the analysis is updated as necessary. The risk analysis of a structural unit is made available for all employees of the unit.
11.3. The university aims to provide all employees of the university with the possibility to visit an occupational health doctor and undergo medical examination depending on the nature of their work.
11.4. Upon certified leave due to illness or injury, the employee is paid sickness benefit for the second to the eighth calendar day of incapacity for work. The benefit equals to 100 per cent of the employee’s average salary.

12. Termination of employment
12.1. When planning a collective cancellation of employment contracts (collective lay-off), the university consults the union and submits to the union all information regarding the cancellation (the structural unit, the number of employees, their positions, the reason).
12.2. Upon cancellation of an employment contract due to lay-off, in addition to cases specified in section 89 (5) of the Employment Contracts Act, a board member of the union has the preferential right of keeping their job.
12.3. During the term of advance notice of extraordinary cancellation of an employment contract, the university allows the employee free time, with full pay, to look for a new job to the extent of at least 10% of the working time as agreed with the employee. The employee must agree on the conditions of using such free time with the immediate supervisor.

Chapter IV
EMPLOYEE BENEFITS

13. Benefits
13.1. The university as an employer offers its employees various benefits; different enterprises also provide discounts to the employees of the University of Tartu. A list of available benefits and discounts is available on the intranet.

Chapter V
FINAL PROVISIONS

14. Entry into force and validity
14.1. The collective bargaining agreement enters into force upon signature.
14.2. The collective bargaining agreement remains effective for three years from its entry into
15. Disclosure
15.1. The collective bargaining agreement is made public on the websites of the university and the union.
15.2. The university makes the collective bargaining agreement available on the university’s intranet.

16. Amendment
16.1. Representatives of the university and the union meet as necessary to assess the performance of the collective bargaining agreement and to discuss issues that have arisen.
16.2. The collective bargaining agreement is amended by a written agreement of the parties.

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 Tõnu Lehtsaar            Alar Sepp
 Acting Rector            Chair
 University of Tartu      Union of Employees of
                          the University of Tartu