

Tallinn University Collective Agreement

Tallinn, June 20, 2023

Tallinn University (hereinafter the Employer or the University) represented by the Rector Tõnu Viik, and Tallinn University Trade Union (hereinafter the Trade Union) represented by the member of the board Birgit Poopuu, hereinafter referred to together as the Parties and separately as the Party, have entered into the Tallinn University Collective Agreement (hereinafter the Collective Agreement) under the following conditions.

Chapter I

GENERAL

1. The objective of the Collective Agreement

1.1. The objective of the Collective Agreement is to regulate employment relationships between the Employer and employees in order to contribute to the creation of a good working environment in the University that motivates the employees, and to the creation, sustainment and promotion of democratic employment relationships. In doing so, the core values of the University, development goals agreed in the Development Plan, and the principles of equal treatment and gender equality are followed.

2. Scope of application of Collective Agreement

- 2.1. The Collective Agreement applies to the University as the Employer and the employees working at the University on the basis of employment contracts.
- 2.2. The terms and conditions of the Collective Agreement which are less favourable to employees than those prescribed by an Act or other legislation are invalid, unless an option for such an agreement has been prescribed by law.

Chapter II

COOPERATION BETWEEN THE UNIVERSITY AND THE TRADE UNION

3. Relationships between the Parties

- 3.1. The common interest of the University and the Trade Union is to establish a good working environment and balanced employment relationships at the University as well as an inclusive organisational culture that result in equal opportunities for personal fulfilment and development of people working and studying at the University. In order to ensure equal opportunities, the University sets a goal, inter alia, to identify the need for childcare service and costs relating to the possibility of offering this service.
- 3.2. The Parties meet on a regular basis once a semester to exchange information and discuss the issues of employment relationships and working environment, which are topical for the Parties.

The Trade Union provides information on the topics raised by the employees in the Trade Union.

3.3. The University includes the Trade Union in the development of the legal acts in the field of human resources and sends the draft acts to the Trade Union for an opinion.

3.4. In their cooperation, the Parties:

3.4.1. follow the values of the University and good academic practice, the principles of reasonableness and good faith, and evidence-basedness;

3.4.2. recognise the interests, needs and possibilities of the other Party, and take these into account;

3.4.3. inform the other Party of the problems that have occurred in the implementation of the Agreement.

4. Rights and obligations of the Parties

4.1. The University:

4.1.1. informs the elected representative of the Trade Union and consults them under the conditions of and in accordance with the procedure laid down in the legal acts;

4.1.2. permits unhindered access for the elected representative of the Trade Union to the working arrangements and conditions;

4.1.3. ensures for up to five trustees at least 4 hours in one calendar month for performing representative activities in addition to the time ensured by the University for performing the tasks of the trustee during working hours in accordance with legal acts;

4.1.4. grants the Trade Union free use of an office space equipped with a computer workstation, the surface of which is at least 10 (ten) m²;

4.1.5. allows to organise the Trade Union's events free of charge at least 2 (twice) a year and at least 3 (three) times a year the general meetings of the Trade Union at the University's premises;

4.1.6. undertakes to withhold the Trade Union membership fee from the remuneration of the employee who is a member of the Trade Union on the basis of the employee's notice in writing and transfer it to the bank account of the Trade Union;

4.1.7. provides information (incl. information concerning wages) on groups of University's employees by positions and socio-demographic indicators to the Trade Union according to requests.

4.2. The Trade Union:

4.2.1. actively deals with the issues of the financing of higher education to ensure a decent working and learning environment for employees and students, and a quality education for all;

4.2.2. undertakes to enhance cooperation with other representative organisations of employees involved in the area of higher education and research in order to create efficient joint action of trade unions as regards important issues, that would enable tripartite negotiations where trade unions would be the third partner alongside the state and higher education and research institutions;

4.2.3. notifies the Personnel Office of the University via e-mail within 5 (five) working days if a change has taken place in the membership of the Trade Union's trustees and sends

information on the number of Trade Union members every six months.

4.3. Guarantees for the Trade Union's trustee

4.3.1. Before the termination of the employment contract with a Trade Union's trustee on the initiative of the Employer during the mandate of the trustee and within one year after the end of the mandate, the University requests the opinion of the Trade Union concerning the termination of the employment contract. The Trade Union provides the opinion within ten working days as of the request. The University must take the opinion reasonably into account and justify if the opinion has not been taken into account.

Chapter III

EMPLOYMENT RELATIONSHIPS AND THE WORKING ENVIRONMENT

5. Planning of staff

5.1. The planning of and changes in staff are based on:

5.1.1. the principle of expediency of the working arrangements and existing financial resources;

5.1.2. in planning academic positions and assessing the relevant need, the actual volume and specificity of educational and research activities, and the duties of different academic positions described in the job descriptions of academic staff are followed, and the information received from the development interviews concerning the work results and intensity are taken into account;

5.1.3. in planning non-academic positions and assessing the relevant need, the operational functions and actual workload are followed, and the information received from the performance interviews concerning the work results and intensity are taken into account.

6. Working and rest time, and holiday

6.1. The University enables the employee to take off up to five paid working days in total in one year in the following cases: health promotion and disease prevention, child entering the first grade, getting married, death of a family member, performing charitable work or social activities. The employee agrees taking the day off with their immediate superior, notifying of their wish, where possible, in advance depending on the circumstances within a reasonable period.

6.2. The University will continue its present practice of granting off the single working day that falls between the weekend and public holiday, whereas the remuneration is maintained. If the employee has scheduled working time on that day and it is not possible to re-arrange work to grant a day off, they continue working, but are enabled paid free time in the volume equivalent to the time spent working on the day off during the same calendar year at a time agreed with the immediate superior.

6.3. The University understands the need to reduce the workload of academic employees. Taking into account also the quality framework of the University, the University thus considers it important to develop the principles of the workload calculation of academic employees, which extend indiscriminately to all academic units. Establishment of general principles enables to create an information system to perform the workload calculation and making it more

transparent, through which the functioning of the workload calculation system can be monitored.

6.4. The University will continue its present practice that the duration of the annual holiday in a calendar year is the following in the following positions:

6.4.1. regular academic employee (except a junior research fellow) and a visiting employee – at least 56 calendar days;

6.4.2. junior research fellow – at least 42 calendar days;

6.4.3. employee working in a non-academic position – at least 35 calendar days.

7. Remuneration

7.1. Remuneration of employees is carried out in accordance with the University's Remuneration Regulation. The salary system of the University is comprehensive and coherent, all remuneration principles are applied to all employees. The minimum rates of remuneration of academic and non-academic positions at the overlapping salary levels are equal.

7.2. The objective in remuneration is to pay salaries that are competitive on the salary market.

7.3. Presuming that the state will increase the activity support for higher education, the University will direct the money from additional activity support on which the University can decide to increasing the remuneration of academic employees in the same proportion with the increase. At the same time, the aim is to pay competitive remuneration with other universities and general education schools, deeming remuneration the amount of which is at least 120% of the average remuneration of the teachers of general education schools as competitive.

7.4. In order to promote equal treatment in the remuneration of employees, it is important to increase the availability of the overall salary statistics to the managers and employees, to be aware of the gender pay gap issues and to employ measures to reduce the inequalities that have occurred.

7.5. The functioning of the principles of and procedure for remuneration is assessed by a remuneration committee who also makes proposals for development. The Rector sets up the committee from among the University employees and a representative of the employees from the Trade Union will be involved in the committee's work. The remuneration committee meets at least once a year.

8. Development activities of the employees

8.1. The University gives high priority to the employees' self-development and personal fulfilment, taking into account the employees' development needs, and the goals, needs and possibilities of the University.

8.2. Important fields of staff development include:

8.2.1. supporting the learning and development of lecturers,

8.2.2. developing management culture and quality of management,

8.2.3. promoting awareness of equal treatment.

9. Occupational health, safety and working environment

9.1. The University, Trade Union and employees cooperate in maintaining a safe working environment, reducing occupational stress, and preventing discrimination and workplace bullying.

- 9.2. The Trade Union cooperates with the working environment representatives and the working environment council in organising occupational health and safety related activities.
- 9.3. The University prioritises monitoring whether the work equipment necessary for performing the duties have been ensured and takes steps to improve the situation, where necessary.
- 9.4. The University sets a goal that every employee has the possibility to visit the occupational health doctor at least once every three years and undergo medical examination depending on the specificity of the job.

Chapter IV

FINAL PROVISIONS

10. Entry into force and duration

- 10.1. The Collective Agreement enters into force from the moment of its signature.
- 10.2. The duration of the Collective Agreement is three years as of its entry into force. After the expiry of the Collective Agreement, it shall be considered to have become an agreement of indefinite period if neither Party has notified the other Party in writing at least three months before the expiry of the agreement of their wish to not extend the agreement.

11. Disclosure

- 11.1. The Collective Agreement is published on the webpages of the University and Trade Union. The employees are informed of the conclusion of the Collective Agreement and amendments thereto.
- 11.2. The University ensures that a reference to the existence of the Collective Agreement is included in the employment contract of every employee.

12. Amending and supplementing

- 12.1. The Collective Agreement shall be amended and supplemented by agreement between the Parties.

13. Monitoring the implementation of the Agreement

- 13.1. The authorised representatives of the Parties who monitor the implementation of the Collective Agreement in the University include a member of the board or a person appointed by them from the Trade Union, and the Rector or a person appointed by them from the University.
- 13.2. The Parties enable mutual unhindered access to the information that is necessary for implementing the Collective Agreement.
- 13.3. The trustee of the Trade Union has the right to check the implementation of the Collective Agreement in the University's units.

Tõnu Viik
Rector of Tallinn University

Birgit Poopuu
Member of the board of Tallinn
University Trade Union