

APPROVED by Administrative Decree 24
of the Rector of the University of Tartu
of 1 September 2009 (effective as of 1 September 2009)

AMENDED by Administrative Decree 7
of the Rector of the University of Tartu
of 1 June 2011 (effective as of 1 June 2011)

AMENDED by Administrative Decree 21
of the Rector of the University of Tartu
of 30 December 2011 (effective as of 1 January 2012)

UNIVERSITY OF TARTU WORK RULES

Acting pursuant to points 1 and 2 of section 34 of the Statutes of the University of Tartu and taking guidance from national legislation governing employment relations, I hereby approve these University of Tartu Work Rules.

I. GENERAL PROVISIONS

1. The University of Tartu (hereinafter the ‘university’) Work Rules (hereinafter ‘these Rules’) define the general rules of conduct of the University of Tartu in its capacity of employer and of its employees, and the mutual rights and obligations of employer and employee in the employment relationship based on the employment contract agreed between the parties.
2. In their employment relationship, employee and employer shall have regard to the employment contract, to these rules and to other university bylaws, as well as to the Republic of Estonia Employment Contracts Act, the Republic of Estonia Occupational Health and Safety Act and other national legislation. The parties shall also have regard to the values, norms and principles established at the university, and to considerations of ethics, to the rule of reason, and to good faith.
3. Depending on the purpose and substance of the work, employees shall receive work-related instructions from their immediate supervisors or the head of their unit either verbally or in writing.
4. The terms used in these rules shall have the following meaning:
 - 4.1. ‘employee’ means a person who is employed by the university on the basis of an employment contract. Employees include academic staff (teaching and research staff) and non-academic staff.
 - 4.2. ‘employer’ means the University of Tartu;
 - 4.3. ‘employer’s representative’ means the rector or a university employee duly authorised by the rector to exercise the rights vested in and obligations imposed on the employer’s representative by legislation;

- 4.4. 'head of unit' means a vice rector, area director, dean, the head of a faculty unit (e.g., an institute or clinic, the dean's office), the head of an institution or the head of an administrative or support unit;
- 4.5. 'immediate supervisor' means an employee who coordinates the work of his/her immediate subordinates. An immediate supervisor leads, supervises and motivates his or her subordinates. The supervisor sets work objectives, assigns tasks and oversees performance.

II. PRINCIPLES GOVERNING EMPLOYMENT RELATIONS

5. The employer and the employee are above all expected to:
 - 5.1. fulfil any obligations that are prescribed by law or that emanate from a collective bargaining agreement or the employment contract;
 - 5.2. perform their mutual obligations in a spirit of loyalty, i.e. to show reasonable respect for each other's interests in exercising their rights and fulfilling their obligations in the employment relation and to refrain from any actions that may damage the interests of the other party.
6. The employer is above all expected to:
 - 6.1. in accordance with the needs of the employer, improve work arrangements and create opportunities for employees to enhance their professional skills and knowledge;
 - 6.2. inform employees of major management decisions and changes in work arrangements by posting the relevant information on the university's intraweb;
 - 6.3. ensure safe working conditions and inform employees of the requirements of workplace health and safety and of fire safety;
 - 6.4. in processing the personal data of employees, observe the procedures established by law and inform employees of the requirements for processing personal data.
7. An employee is above all expected to:
 - 7.1. participate in training events organised to enhance his or her professional skills and knowledge;
 - 7.2. cooperate with other employees and refrain from actions that interfere with other employees' performance of their duties or that damage the property, reputation or interests of other employees, third parties or the employer;
 - 7.3. during employment and upon the end of the same, not to disclose any of the employer's confidential information which the employee has become privy to in the course of performing his or her job duties or in other situations, provided a definition of confidential information has been agreed upon in the employment contract;
 - 7.4. refrain from competing with the employer, provided the employment contract contains a non-competition clause;
 - 7.5. read the announcements posted on the university's intraweb at least once a week;
 - 7.6. read work-related e-mails arriving at his or her work e-mail address and, where necessary, except when in secondment, reply to such e-mails within three business days. When an employee is on scheduled leave or when this is otherwise necessary, the employee shall arrange the generation of automated replies to e-mails, or redirect such e-mails to another employee;

- 7.7. inform the university's Marketing and Communications Office at the e-mail address avalik@ut.ee of any information request (including requests for information, interviews, comments, articles) submitted by a media outlet, and of any reply provided thereto;
[effective as of 1 June 2011]
- 7.8. refrain from any actions that endanger his or her or other persons' life and health, or pose a threat to the environment;
- 7.9. inform his or her immediate supervisor of accidents or of a risk thereof and, where possible, eliminate the risk;
- 7.10. in the case that property belonging to the employer or to third parties has been entrusted to the employee, use such property only in the employer's interests and in an economical and prudent manner;
- 7.11. inform his or her immediate supervisor of any destruction, damage, loss, or theft of the employer's or third parties' property, or of the risk of occurrence of any of the above and, where possible, eliminate that risk;
- 7.12. indemnify the employer, pursuant to relevant university bylaws, for expenditure incurred in relation to work equipment used by the employee, where the expenditure made by the employee exceeds the limits prescribed by the employer;
- 7.13. inform the employer of any changes in the personal particulars which the employee has notified to the employer.

III. WORKING TIME

8. Duration of working time

- 8.1. Full-time employees shall work 40 hours in a 7-day period. An underage employee shall work reduced full-time hours: depending on his or her age, these amount to 15–35 hours in a 7-day period.
- 8.2. The employer and the employee may agree upon working time that is less than full working time (part-time work).
- 8.3. The calculation of an employee's working time may be organised on the basis of daily working time or on the basis of working time calculated as an aggregate over a reference period of up to four months. In the case of calculation on the basis of daily working time, the employee shall work eight hours per day, five days a week. In the case of calculation as an aggregate over a reference period, the employee shall work an average of 40 hours per week, aggregated over the relevant period.
- 8.4. The employee and the employer may agree upon the employee being available to the employer for the performance of work outside the employee's working hours (on-call hours). On-call hours shall comply with the requirements prescribed by law.

9. Working time arrangements

- 9.1. In accordance with the option agreed with his or her immediate supervisor, an employee's working day shall begin and end respectively at the following hours:
 - 9.1.1. Monday to Thursday 8 a.m. and 5 p.m., Friday 8 a.m. and 4.30 p.m.;
 - 9.1.2. Monday to Thursday 8.30 a.m. and 5.30 p.m., Friday 8.30 a.m. and 5 p.m.
or
 - 9.1.3. Monday to Thursday 9 a.m. and 6 p.m., Friday 9 a.m. and 5.30 p.m.

- 9.2. The employer and the employee may, in the employment contract, agree upon beginning and end hours other than those stipulated in sub-rule 9.1 above.
- 9.3. An employee who works part-time or with reduced working time shall reach an agreement with the head of his or her unit regarding the beginning and end hours of the working day, as well as regarding daily rest breaks between periods of work, regarding rest days and other rest time.
- 9.4. In the case of working time calculation over a reference period, the beginning and end hours of work, the breaks for rest and meals, rest days, and other rest time shall be stipulated in a work time schedule, which shall be approved by the head of the unit.
- 9.5. On working days directly preceding New Year's Day, Estonia's Independence Day, Estonia's Victory Day, and Christmas Eve, as well as the anniversary of Estonian-language university education, the working day shall end at 12:00 noon.
- 9.6. Members of teaching and research staff may organise their working time in accordance with their own preferences, subject to conditions agreed upon in the employment contract. A member of teaching and research staff must be available for work-related communication during working hours (except for teaching hours).
- 9.7. The head of a university unit shall be responsible for making arrangements regarding the accounting of the working time of employees of the unit.

10. Rest time

- 10.1. The daily break between periods of work, i.e. the lunch break, shall be one hour from Monday to Thursday and half an hour on Fridays. The lunch break shall be taken between the hours of 12 noon and 2 p.m. as agreed with immediate supervisor. An employee may be granted other breaks during the working day subject to approval of the head of his or her unit. In every university unit with at least three employees, the head of the unit shall organise employees' lunch breaks in a manner that ensures the presence of at least one employee at the workplace during lunchtime.
- 10.2. Standard rest days are Saturdays and Sundays, except in the case of employees whose working time is calculated as an aggregate over a reference period. The rest days of such employees are stipulated in the work time schedule.

11. Employees shall be granted leave pursuant to relevant national legislation and university bylaws.

12. An employee shall inform his or her supervisor of any circumstances preventing him or her from observing his or her working hours or from using his or her leave entitlements, as follows:

- 12.1. should any circumstances arise that prevent the employee from arriving for work on time, the employee shall inform his or her immediate supervisor of those circumstances without delay, no later than two hours after the beginning of the working day or shift. The immediate supervisor shall then notify this to the Finance Office employee responsible for the calculation of salaries;
- 12.2. time spent away from the workplace during working hours for urgent personal reasons shall be counted as working time. This includes visits to a doctor's office, being called away due to a sudden illness or serious accident involving a

family member, or a family member's death, or being called away due to an emergency at home. Before the employee leaves the workplace for any of the reasons listed above, he or she must obtain the approval of his or her immediate supervisor, and must also reach an agreement with the supervisor regarding the expected duration of the employee's absence from the workplace.

12.3. when returning to work after a period of incapacity for work, the employee shall promptly present the corresponding certificate of incapacity for work to the person responsible for salary calculation at the Finance Office.

13. The head of a university unit shall grant an employee of his or her unit up to three additional days' paid leave in the event of the employee's marriage or a death in the employee's family.

IV. REMUNERATION

14. Remuneration for work performed during a current month shall be paid as a single instalment at the latest on the last working day of the month. [effective as of 1 January 2012] If an employee requests an advance on the remuneration, such advance shall be paid at the latest on the 18th day of the current calendar month.

15. Unless otherwise agreed in the employment contract, the employer shall pay the employee's remuneration by bank transfer to the personal bank account specified by the employee.

16. An employee shall, in the university's intranet, have access to records showing the calculated amounts of his or her remuneration, the amounts paid, and the taxes withheld. The employee is also entitled to request the issuance of a pay certificate from the Finance Office and to receive explanations from the person who determined the amount of remuneration.

V. EMPLOYEES' LIABILITY

17. Pursuant to the employment contract, personal liability agreement and applicable legislation, employees shall be liable for any damage they may cause to the employer.

18. Upon expiration of the term of the employment contract, the employee shall return to the employer any work equipment, databases, software, keys, magnetic cards, and any other property of the employer entrusted to the employee for discharging work duties, as well as any work documents, letters of authority, and the employee's service ID card. During the term of the employment contract or upon its termination, the surrendering into the employer's custody of the employer's property which has been entrusted to the employee for discharging work duties shall be arranged for by the head of the employee's unit.

19. The employer is entitled to terminate the employee's employment forthwith if there is a valid reason to do so. Such valid reason shall be any act or omission of the employee that gives rise to a significant disturbance in the work of the university or has an

adverse effect on that work, or creates a threat of such disturbance or adverse effect.

Acts or omissions constituting a valid reason shall include, but are not limited to:

- 19.1. unlawful acts in respect of the property of the university, its members or customers, including theft and the causing of destruction, damage or loss of such property;
- 19.2. being intoxicated during working hours;
- 19.3. non-work-related disclosure of the university's confidential information;
- 19.4. falsification of work-related documents and data;
- 19.5. absence from work for a whole working day or shift without a good cause.

VI. WORKPLACE HEALTH AND SAFETY AND FIRE SAFETY

20. In matters of workplace health and safety and fire safety, the employer and employees shall have regard to the relevant bylaws of the university, to the Republic of Estonia Occupational Health and Safety Act and to other legislation.
21. The employer shall, upon hiring, inform the employee of the requirements of workplace health and safety and fire safety.
22. An employee shall be entitled to refuse any work assignments liable to endanger the employee's or other persons' health or liable to interfere with the observance of environmental safety requirements; any such cases must without delay be reported to the employee's immediate supervisor and to the health and safety representative.

VII. FINAL PROVISIONS

23. These rules shall be notified to the employee upon hiring by the head of the unit or the employee's immediate supervisor.
24. Instead of the University of Tartu Internal Work Procedure Rules referred to in the employment contracts made before 1 September 2009, the University of Tartu Work Rules shall be observed after 1 September 2009.
25. I hereby repeal the University of Tartu Internal Work Procedure Rules approved by Administrative Decree 15 of 7 September 2004 and amended by Administrative Decree 33 of 12 December 2005.
26. The University of Tartu Work Rules shall be effective as of 1 September 2009.

Alar Karis
Rector, Professor

Andres Liinat