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In force from: 01.07.2021

## **Work Procedure Rules**

The directive is issued based on clause 9) of § 11 of the Statutes of Tallinn University of Technology.

### **1. General provisions**

1.1 The Work Procedure Rules (hereinafter referred to as "the Rules") lay down the rules of conduct between Tallinn University of Technology (hereinafter referred to as "the university") in the capacity of the employer and the employees in an employment relationship.

1.2 Employment relationships are governed by the Rules, the Collective Agreement, the Statutes and other legislation. Occupational health and safety regulations shall be set out in separate legislation. In addition, employment relationships are governed by general rules of conduct, the university's values, established procedures and good practice.

1.3 The Human Resources Office coordinates employment relationships at the university.

1.4 The Human Resources Office shall arrange introduction of the Rules to an employee before the employee commences work. The Rules, other legislation of the university and other guidelines are available for an employee in the Human Resources Office and on the university's website so long as the employee's employment contract is in force.

1.5 The following is annexed to the Rules: [entry into force 01.07.2021]

1.5.1 the procedure for avoiding a conflict of interests and preventing corruption;

1.5.2 the procedure for conducting annual interviews;

1.5.3 the estimated workload and classroom contact hours of academic staff;

1.5.4 the procedure for whistleblowing and verification of whistleblowers' complaints;

1.5.5 health promotion expenses;

1.5.6 organisation of remote working;

1.5.7 the principles of processing an employee's personal data.

### **2. Definitions**

2.1 For the purposes of the Work Procedure Rules:

2.1.1 "employer's representative" means the Rector or a university's employee authorised by the Rector who has the right to issue personnel orders;

2.1.2 "area director" means a vice-rector or director who directs and is responsible for the area of activity designated by the Rector and for the state and development of the structural units subordinate to him/her;

2.1.3 "head of a structural unit" means a head of an academic or administrative and support unit;

2.1.4 "immediate superior" means a person appointed by the employer, who assigns tasks directly to an employee and checks performance of the tasks and organises and checks the employee's use of working time; [entry into force 01.07.2021]

2.1.5 "competitors of the employer" means self-employed persons and legal persons (including legal persons in public law), whose activities partially or fully coincide with the university's activities set out in the Statutes, i.e. those who teach, carry out research or development activities in the fields of

technology, production, construction, natural or formal sciences, social sciences, business, law, service or education;

2.1.6 "employer's confidential information, including production secret and business secret"(hereinafter referred to as "confidential information"), means information which is not available to the public and in maintenance of confidentiality of which the university has a legitimate interest. Confidential information means primarily information concerning the intellectual property created in the university as a result of research and development, the university's accounting information not disclosed in the annual report, information concerning the university's partners, personal data, information concerning the employer's IT and security systems, including access codes, as well as other information of which an employee has been notified or about which he or she is expected to reasonably understand that the employer wishes the information to be kept confidential or disclosure of the information may harm the employer's interests;

2.1.7 "continuous length of employment" means employment at the university without any breaks. Termination of an employment contract and entry into a new contract between the same parties within up to two months and suspension of an employment contract in the cases prescribed by law does not interrupt continuous length of employment at the university.

### **3. Entry into an employment contract**

3.1 The employer's representative enters into, amends and terminates employment contracts on behalf of the university.

3.2 The academic staff posts shall be filled in accordance with the Regulation on Academic Career Management.

3.3 Non-academic staff posts shall be filled, as a rule, by way of a public competition.

3.4 For entry into an employment contract, an employee shall submit the documents requested by the employer's representative.

3.5 An employee's responsibilities and performance indicators shall be agreed in the employee's job description annexed to the employment contract. [entry into force 01.07.2021]

### **4. Substituting for an area director or head of a structural unit**

4.1 If an area director or a head of a structural unit cannot make management decisions or sign documents during his or her absence from work, a substitute for him or her may be appointed, who has all the rights and obligations arising from the employment relationship of the person substituted, incl. the right to enter into transactions and carry out operations where such rights and obligations arise from the post. The rights and obligations of the appointed substitute may be specified, if necessary.

4.2 The decisions to appoint a substitute for an area director, a dean or a head of an administrative and support unit shall be made by the Rector or the employer's representative and the decisions shall be laid down in a personnel order. The decisions to appoint a substitute for a head of a department shall be made by the dean and the decisions shall be laid down in a dean's order.

### **5. Temporary incapacity for work**

5.1 An employee shall, via the notification form on the university's intranet or in any other way, notify his or her immediate superior of his or her temporary incapacity for work and, if possible, its expected duration on the date he or she falls ill or as soon as possible.

5.2 The employer shall pay, in addition to the amount required by law, sickness benefit also for the second and third day of sickness in the amount of 70% of the employee's average wages.

### **6. Working and rest time**

6.1 As a rule, an employee shall work 40 hours a week and 8 hours a day (full-time work).

6.2 In the case of the general working time, an employee has a five-day working week with two days off:

6.2.1 the working day of full-time employees starts at 8.30 and ends at 17.00;

6.2.2 in the summer period, i.e. starting from the working day following the Victory Day on 23 June until the Day of Restoration of Independence on 20 August, the working day starts at 8.00 and ends at 16.00 from Monday to Thursday and at 14.00 on Friday.

6.3 With the approval of the head of the structural unit, the following shall be deemed to be an employee's rest time by continuing payment of average wages:

6.3.1 during the employee's illness for up to three working days in a calendar year (health days);

6.3.2 in case of wedding of the employee or the employee's child for up to three working days;

6.3.3 in case of the death of the employee's family member for up to three working days.

6.4 The working hours falling in the period from 24 December to 31 December shall be deemed an employee's rest time by continuing payment of wages.

6.5 A working day directly preceding a national holiday ends at 12.00.

6.6 The university continues to pay remuneration to an employee who participates in reservist training in compliance with subsection 75 (1) of the Military Service Act unless the head of the structural unit decides otherwise. The employee is obliged to inform the head of the structural unit of his or her participation in reservist training, its duration and the amount of allowance received from the state. [entry into force 13.02.2019]

## **7. Organisation of working time**

7.1 Depending on the requirement of the structural unit or the character of the work of the position, the beginning and end of an employee's working day may be prescribed differently from the general organisation of working time of the university on the proposal of the head of the structural unit. In this case, the working time shall be laid down by an order issued by the head of the structural unit or in an individual working time schedule approved by the immediate superior. [entry into force 01.07.2021]

7.2 The permission of the immediate superior or the head of the structural unit shall be obtained for being absent from work for good reason. Being absent from work for good reason shall be considered to be working time.

7.3 The working time arrangements in case of remote working are set out in Annex 6 to the Rules. [entry into force 01.07.2021].

7.4 Secondments are governed by the corresponding legislation established by the Rector.

## **8. Calculation of working time**

8.1 Employees' working time records will be kept electronically in the HR program.

8.2 Calculation of summarised working time shall be applied in case of an individual working time schedule. The calculation period shall be agreed upon in the employee's employment contract.

8.3 In case of calculation of the summarised working time, the head of the structural unit shall prepare a working time schedule and introduce it to the employee. A working time schedule can be presented in the form of a timetable, as a separate written document, orally or in any other form chosen by the head of the structural unit. A working time schedule shall be prepared for the whole calculation period or at least for each calendar month. The length of a calculation period may be up to four months. The employee shall be notified of the working time schedule for the new period no later than on the last working day before the beginning of the new period. [entry into force 18.06.2020]

## **9. Break during working day (lunch break)**

9.1 In the case of the general working time, a break (lunch break) of 30 minutes is prescribed for an employee.

9.2 In the case of an individual working time schedule, a break (lunch break) of no less than 30 minutes during the working day is prescribed after 6 hours of work.

9.3 It is not permitted to close structural units servicing the students, employees, and visitors for lunch breaks.

## **10. Weekly rest time (days off)**

10.1 In the case of a five-day working week and general working time at the university, an employee's days off shall be Saturday and Sunday.

10.2 In the case of an individual working time schedule and calculation of the summarised working time, the weekly days off shall be set out in the employee's individual working time schedule so that the employee is left with no less than 36 hours of consecutive rest time over a period of seven days.

## 11. Leave

11.1 The duration of leave shall be set out in the employee's employment contract.

11.2 The duration of annual leave is the following: [entry into force 01.07.2021]

11.2.1 vice-rectors – 56 calendar days;

11.2.2 area directors – 49 calendar days;

11.2.3 professors, lecturers, assistants, teaching staff – 56 calendar days;

11.2.4 other academic staff – 42 calendar days;

11.2.5 heads of structural units – 42 calendar days;

11.2.6 chief officers, officers, office assistants, skilled workers and auxiliary staff – 35 calendar days.

11.3 It is presumed that an employee will first use expiring annual leave.

11.4 A leave shall not be interrupted for weekends, if unused leave remains to be received.

11.5 As a rule, a leave shall be set out in a schedule by indicating the annual leave and the unused annual leave. An employee shall agree with the immediate superior on his or her annual leave and this shall be set out in the leave schedule of the structural unit. The leave schedule shall be coordinated by the head of the structural unit and approved by the employer's representative.

11.6 A head of a structural unit or a subunit of a structural unit may, based on an employee's application, make changes to the leave schedule or allow the employee to take a leave not set out in the schedule. [entry into force 01.07.2021]

11.7 An employee may, by agreement with the head of the structural unit, receive leave without pay.

11.8 An employee has the right to receive study leave, child leave and paternity leave under the conditions and in accordance with the procedure provided by law. [entry into force 01.07.2021]

11.9 [repealed – entered into force 01.07.2021]

11.10 [repealed – entered into force 01.07.2021]

11.11 If a leave is terminated, interrupted or postponed, the employee shall be granted the unused portion of the leave by agreement. The university interrupts automatically an employee's leave for the period of the employee's temporary incapacity for work unless the employee requests otherwise. In case of interrupting a leave, the leave ends prematurely and is not automatically extended by the unused portion of the holiday. Termination or postponement of a leave shall be set out in a leave request form.

11.12 The decision on the need to appoint a substitute for an employee during his or her leave shall be made and the substitute shall be appointed by the employee's immediate superior.

## 12. Remuneration

12.1 Remuneration of employees is governed by the Rules for Remuneration.

12.2 The period of calculation of remuneration is a calendar month.

12.3 The employer pays the employee remuneration once a month. Remuneration shall be paid by the last day of the current month. Remuneration shall be transferred to the bank account indicated by the employee. The employer shall withhold and pay all the taxes and payments payable on remuneration in accordance with law.

12.4 An employee shall notify the Human Resources Office in writing of any changes in his or her bank details no later than three days before the pay day.

12.5 The employer may set off its claims against an employee's remuneration claim without the employee's consent, if the claims have arisen, because the employee has exceeded the agreed limit of the costs to be incurred on behalf of the employer.

## 13. Duty to maintain confidentiality

13.1 An employee shall, during the period of employment and reasonable period after expiry of the employment contract, maintain secrecy of confidential information received in connection with employment, which is not public and the disclosure of which may damage the interests of the employer or in maintenance of confidentiality of which the employer has any other legitimate interest.

13.2 An employee shall not disclose confidential information to third parties or use it for himself or herself or for third parties. Disclosing confidential information is only allowed in the cases arising from the provisions of the law or with the permission of the employer's representative.

13.3 In the case of failure to maintain the secrecy of confidential information, the employer has the right to request contractual penalty from the employee in the amount corresponding to the employee's current or last 6 months' basic wages rate.

13.4 Violation of the obligation to maintain the secrecy of confidential information during validity of an employment contract shall be deemed to be fundamental breach of the employment contract and the employer has the right to cancel the employment contract extraordinarily for a reason arising from the employee.

13.5 In order to secure additionally the claim of obligation to maintain the secrecy of confidential information, additional remuneration – confidentiality fee, may be paid to an employee of the university, the amount and conditions of which shall be set out in a separate contract.

#### **14. Restraint of trade clause**

14.1 An employee must not compete with the employer during validity of an employment contract (restraint of trade clause), taking into consideration that the employee receives the employer's confidential information during performance of the employment contract, the disclosure or use of which may damage the employer's interests. An employee may engage in competition only on the proposal of the head of the structural unit with the prior written permission of the employer's representative.

14.2 Working for a competitor of the employer, providing services to a competitor of the employer, participating in the management of a competitor of the employer or providing to a competitor other services similar to the official duties shall be deemed to be provision of competition to the employer.

14.3 The restraint of trade clause shall not apply to small-scale work at a competitor or in the competitor's interests if:

14.3.1 the work is carried out in the framework of cooperation between the employer and the competitor;

14.3.2 the employee does not disclose any confidential information to the competitor in the course of it, and;

14.3.3 unless otherwise agreed in the employment contract.

14.4 The restraint of trade clause applies on the territory, where the university operates (in particular in the higher education and research area of the European Union, USA and China) throughout the duration of the employment contract until the date of expiry of the employment contract.

14.5 In the case of violation of the restraint of trade clause, the employer has the right to request contractual penalty from the employee in the amount corresponding to the employee's current or last 6 months' basic wages rate.

14.6 Violation of the restraint of trade clause shall be deemed to be fundamental breach of the employment contract and the employer has the right to cancel the employment contract extraordinarily.

14.7 During validity of the employment contract and after expiry of the employment contract (if the parties have entered into an agreement on the restraint of trade clause to be applied after expiry of the employment contract) an employee shall, at the request of and pursuant to the procedure established by the employer, provide information concerning his or her economic and professional activity to the extent that it is of importance for verifying adherence to the agreement on the restraint of trade clause.

#### **15. Employee's liability**

15.1 An employee shall be liable for breach of his or her duties in compliance with legislation.

15.2 An employee is liable for breach of his or her duties if she or he is guilty of the breach, unless an agreement on proprietary liability has been entered into, the terms and conditions of which have been agreed between the employee and the head of the structural unit. The upper financial limit of liability and the amount of compensation shall be determined on the basis of the market value of the property entrusted to the employee.

15.3 If an employee has breached his or her official duties, the employer may use, together or separately, legal remedies, i.e.:

15.3.1 require performance of the contract;

15.3.2 withhold performance of an obligation;

15.3.3 demand compensation for direct material damage and loss of profit;

15.3.4 give a warning to the employee, which, if followed by breach of official duties by the employee, may give rise to cancellation of the employment contract;

15.3.5 cancel the employment contract;

15.3.6 reduce wages;

15.3.7 in the case of a delay in the performance of a financial obligation, demand payment of fine for delay.

15.4 If an employee is liable for damage caused to a third party in the course of performance of official duties, the employer will release the employee from the obligation to compensate for damage and to bear the necessary legal expenses. The employer may request compensation for the abovementioned damage from the employee. An employee's liability for damage caused intentionally to a third party is not precluded or limited.

## **16. Use of property**

16.1 An employee shall use the employer's property:

16.1.1 only for the performance of his or her official duties in the employer's interests;

16.1.2 economically and prudently in compliance with the user manuals and safety instructions and with diligence required by the character of the work.

16.2 In case of the risk of damage to property or occurrence of malfunctions, the employee shall promptly notify the immediate superior thereof.

16.3 The head of a structural unit shall establish the procedure for the use and storage of property placed at the disposal of the structural unit and shall introduce the procedure to the employees of the structural unit.

## **17. Expiry of an employment contract**

17.1 An employee shall return to the employer all the work equipment, databases, software, keys, access cards and other employer's property, as well as work-related documentation, and prepare a list of his or her work in progress no later than on the date of expiry of the employment contract.

17.2 If an employee leaves employment, the Human Resources Office shall arrange:

17.2.1 transfer of records management to the employer and

17.2.2 transfer of the property of the structural unit to the employer.

## **18. Supervision**

Supervision over compliance with the Rules shall be exercised by the Human Resources Office and the persons appointed by the Rector.

## **19. Implementing provisions**

19.1 The Human Resources Office shall bring the valid employment contracts into conformity with the directive no later than 31 December 2018.

19.2 The Work Procedure Rules (approved by Rector's directive No 126 of 22.04.2015, amended by Rector's directive No 308 of 08.12.2015, directive No 83 of 25.05.2016, directive No 33 of 15.02.2017, directive No 59 of 11.04.2017 and directive No 74 of 13.06.2017) are repealed.

19.3 This directive shall enter into force on 1 January 2018.

### **Procedure for avoiding a conflict of interests and preventing corruption**

1. By acknowledging the obligation to act in the public interest and to ensure reliability of the university, it has been agreed that economic activities of the university shall be carried out in adherence to the "Procedure for avoiding a conflict of interests and for prevention of corruption" (hereinafter referred to as "the procedure").
2. The purpose of the procedure is to ensure legitimacy of transactions in the university's economic activities, honest conduct of the employees and to avoid corruption risks that can emerge in relationships.
3. The purpose of the procedure is not to prohibit private interests of the employees, but to raise awareness of, recognise and avoid a conflict of interests. A conflict of interests is a conflict between an employee's official duties and private interests where private interests may influence the performance of official duties.
4. The Human Resources Office shall make examples of conflicts of interests and the relevant rules of conduct available on the intranet. To solve a conflict of interests, the employees can seek advice from competent persons at the university. [entry into force 01.04.2021]
5. Principles of avoiding a conflict of interests and preventing corruption:
  - 5.1 performing of the official duties in the interests of the university and acting loyally in regard to the university are fundamental to honest conduct;
  - 5.2 an employee shall avoid making decisions and undertaking transactions in which the employee or a person connected to him or her has private interests;
  - 5.3 an employee shall inform his or her immediate superior of a conflict of interests or a possibility of appearance thereof before he or she begins performing the task;
  - 5.4 an employee shall avoid using the university's resources for his or her own benefit and shall not use his or her position of power for personal purposes;
  - 5.5 an employee shall abstain from accepting gifts if it may call into question independence of his or her official duties from private interests;
  - 5.6 an employee shall not participate in a university's decision-making body involved in the taking of a decision on a matter concerning the employee or a person connected to him or her;
  - 5.7 an employee shall not compete with the university;
  - 5.8 an employee shall not work under direct subordination of his or her close relative;
  - 5.9 an employee shall comply with the rules aimed at prevention of corruption applicable in Estonia and at the university.

**Procedure for conducting annual interviews** [entry into force 01.07.2021]

1. An annual interview is a discussion process between a university employee and his or her superior (i.e. the head of the structural unit or the immediate superior appointed by the head of the structural unit), during which the employee's performance is evaluated and the employee's future career goals are set. At an annual interview the employee's job description is reviewed, its validity is confirmed without any changes or necessary changes are made.
2. The purpose of an annual interview is:
  - 2.1 to provide feedback to an employee on his or her work performance by assessing fulfilment of the responsibilities listed in the job description;
  - 2.2 to specify the employee's responsibilities and priorities for the next period;
  - 2.3 to communicate information for more effective organization of work;
  - 2.4 to identify the employee's development and training needs and agree on the activities and resources required for that;
  - 2.5 to receive feedback on the operation and management of the unit;
  - 2.6 to acknowledge and motivate the employee.
3. Both the superior and the employee shall prepare for the annual interview and the interview shall take place at least once a year at the time determined by the superior. The first annual interview with a new employee shall be conducted before the end of the employee's probationary period.
4. The summary of an annual interview shall be documented and approved by both parties in the annual interviews environment on the intranet.
5. Based on the results of an annual interview:
  - 5.1 changes can be made to the employee's job description;
  - 5.2 the employee's remuneration conditions may be reviewed, incl. based on the results of the assessment of work performance, and performance pay may be determined in compliance with the Rules for Remuneration;
  - 5.3 a decision is made on passing or failure to pass a probationary period;
  - 5.4 a decision can be made with regard to the terms and conditions of an employment contract.



**Estimated workload and classroom contact hours of academic staff [entry into force 1.01.2020]**

1. The main responsibilities of academic staff, including the types of classroom teaching and supervision are laid down in the Regulation on Academic Career Management. The Regulation also sets out the principle that the head of the structural unit and immediate superior of the academic staff member shall, by agreement with the staff member, set out the staff member's responsibilities and distribution of workload between different types of academic activity in the job description based on the employee's workload, nature of the academic position and structural unit. Greater workload and performance in one type of academic activities can compensate for smaller workload and performance in other types.
2. This Annex lays down the estimated standard working time of full-time academic staff and their maximum teaching and supervision workload in a calendar year by academic posts. The maximum classroom teaching and supervision workloads provide a framework in the range of which the employer is entitled to expect the employee to be engaged in teaching. The maximum workload can be exceeded by agreement with the employee.
3. The teaching workload of an academic staff member shall be calculated based on the classroom teaching hours entered in the study information system ÖIS.
4. The hourly workload for supervision of graduation theses at different levels of study is the following:
  - 4.1 at bachelor's level 20 hours;
  - 4.2 at master's level 50 hours;
  - 4.3 at doctoral level 100 hours.
5. The maximum annual workload of supervision is calculated based on the recommended number of supervised students per a supervisor at different levels of study. A lecturer's annual supervision workload is calculated based on the total hourly load, not the number of graduation theses supervised at different levels of study.
6. At the bachelor's and master's level, the workload for supervision shall be accounted as the lecturer's workload in case the student successfully completes his or her degree. At the doctoral level, the workload for supervision shall be accounted in case the PhD student successfully passes his or her annual attestation.
7. At the bachelor's level one supervisor is accounted per a graduation thesis. At the master's and doctoral level, each thesis has a principal supervisor, who has the right to share the supervision workload with a co-supervisor, taking into account that at least 50% of the supervision load shall be accounted as the workload of the principal supervisor.
8. The estimated annual standard workload of academic staff posts and classroom teaching and supervision workload by types of posts is laid down in Table 1. The estimated annual standard workload of academic staff posts filled before 1 January 2017 and the classroom teaching and their supervision workload by types of posts is laid down in Table 2. The standard workloads set out in table 1 apply to the posts specified in the previous Regulation on Academic Career Management that have substantial equivalents in the current Regulation.
9. If an academic employee's classroom teaching load in an academic year is at least 25% lower than the maximum classroom teaching load, the immediate superior of the employee has the right to make a proposal for making changes in the employee's duties or workload.

*Table 1. Estimated standard annual workload, classroom teaching and supervision load of academic staff*

<b>Post or a rank of the post</b>	<b>Estimated annual workload in real hours</b>	<b>Maximum classroom teaching workload in academic hours/in real hours</b>	<b>Maximum supervision workload in real hours</b>
Professor	1760	256 / 192	400

Senior Lecturer	1760	512 / 384	260
Lecturer	1760	576 / 432	260
Junior Lecturer	1760	640 / 480	-
Senior Researcher	1850	128 / 96	270
Researcher	1850	128 / 96	90
Early stage researcher	1850	128 / 96	90

*Table 2. Estimated annual standard workload of academic staff posts filled before 1 January 2017 and their maximum classroom teaching and supervision workload*

<b>Post</b>	<b>Estimated annual workload in real hours</b>	<b>Maximum classroom teaching workload in academic hours/in real hours</b>	<b>Maximum supervision workload in real hours</b>
Associate Professor	1760	384 / 288	260
Assistant	1760	640 / 480	-
Teacher	1760	640 / 480	-

**Procedure for whistleblowing and verification of whistleblowers' complaints** [entry into force 05.11.2019]

**1. General provisions**

1.1 The procedure for whistleblowing and verification of whistleblowers' complaints establishes the principles of reporting on an offence or misdemeanour or circumstances that can cause damage to the university's property or reputation.

1.2 By following the whistleblowing principles, the university:

- 1.2.1 encourages the university staff to report on misconduct;
- 1.2.2 guarantees confidential and anonymous reporting;
- 1.2.3 ensures effective and independent verification of the complaints;
- 1.2.4 protects the whistleblower from persecution.

1.3 Complaints can be made with regard to actions and circumstances concerning the informant or others.

1.4 Complaints made frivolously, maliciously or for personal gain are unacceptable.

1.5 Whistleblower protection is not guaranteed to a person who has repeatedly provided incorrect information.

1.6 Upon verification of the complaints, the university processes personal data to the extent justified for the detection and prevention of corruption and other offences and for the protection of its legal rights.

**2. Description of the procedure of whistleblowing and verification of the complaints**

2.1 A whistleblower should preferably try to solve the issue he or she has become aware of by initially consulting his or her immediate superior.

2.2 If the complaint concerns the immediate superior or there are other circumstances due to which it would be unreasonable to expect that the issue can be solved by the immediate superior, a complaint can be made as follows:

- 2.2.1 confidentially, by notifying an internal auditor or any other person who will forward the complaint to an internal auditor;
- 2.2.2 confidentially, by using the whistleblower form on the university's website and leaving the contact information;
- 2.2.3 anonymously, by using the whistleblower form on the university's website without leaving any contact information.

2.3 If a complaint is made via the online form, the system will send an automatic reply on receipt of the complaint.

2.4 In the framework of this procedure, the complaints will be recorded and handled confidentially by all persons involved in verification thereof.

2.5 The complaints are managed by an internal auditor who shall inform the head of the Human Resources Office and the chief legal officer, if necessary. Complaints concerning the activities of an internal auditor shall not be verified under this procedure.

2.6 An internal auditor shall decide whether the complaint needs to be verified. The following shall not be verified:

- 2.6.1 complaints not concerning the circumstances listed in clause 1.1;
- 2.6.2 complaints that contain inaccurate data;
- 2.6.3 complaints referring to a person, act or unit in impersonal form.

2.7 Procedure for verification of a complaint:

- 2.7.1 an internal auditor examines the content of the complaint and decides whether it is necessary to investigate the complaint further;
- 2.7.2 a complaint shall be verified within a reasonable time depending on the nature of the information contained in the complaint.

2.8 Complaints shall be verified by an internal auditor and:

2.8.1 if the complaint concerns a person, by the immediate superior of the person (e.g. head of the department);

2.8.2 if the complaint concerns a unit or head of a unit, by the immediate superior of the head of the unit (e.g. the dean);

2.8.3 if the complaint concerns the Rector, by the person appointed by the Council;

2.8.4 by any other person to whom the internal auditor refers verification of the complaint where this is necessary to ensure the confidentiality, good labour relations or for other similar reasons.

2.9 The person whose activities are subject to investigation shall be given the opportunity to provide his or her explanations.

2.10 If elements of an offence are detected, the university shall submit a report of criminal offence or misdemeanour to the police or other body conducting the proceedings.

2.11 A complaint on violation of academic ethics shall be forwarded to the Academic Ethics Committee.

2.12 A confidential whistleblower will receive feedback on the verification of the complaint. An anonymous whistleblower will not receive any feedback on the verification of the complaint.

### **3. Final provisions**

3.1 An internal auditor shall inform the Rector of the complaints to be verified, unless it is irrelevant due to the content of the complaint.

3.2 An internal auditor shall report regularly to the Audit Committee on the implementation of this procedure, i.e. the process of verification of the complaints.

3.3 The measures laid down in the procedure for whistleblowing and verification of whistleblowers' complaints shall be reviewed and supplemented as necessary.

**Health promotion expenses** [entry into force 10.02.2020]

1. The university covers each employee's health promotion expenses in the amount of up to 100 euros per quarter (400 euros per year) as follows:

1.1 an employee of a structural unit located in Tallinn can use the university's sports centre on preferential terms under an agreement signed between the university and the Sports Club of Tallinn University of Technology;

1.2 the health promotion expenses of an employee of a structural unit located outside of Tallinn are covered via the Sport-ID system.

2. Health promotion expenses are covered from the budget of the employee's structural unit.

## **Organisation of remote working** [entry into force 01.07.2021]

### 1. General terms and conditions

1.1 "Remote working" means performing work, which is usually done at the workplace, outside the premises of Tallinn University of Technology, including at the employee's home. Remote working is not the same as secondment.

1.2 Remote working is allowed with the prior agreement between the employee and the head of the employee's structural unit or immediate superior. The employer cannot oblige an employee to work remotely and an employee does not have the right to demand remote working.

1.3 A prerequisite for remote working is that the head of the structural unit and the employee agree on the terms and conditions of remote working and the risk factors of the place where remote work is performed shall be mapped.

1.4 The head of a structural unit has the right to terminate a remote working agreement unilaterally pursuant to law and the work procedure rules, incl. if the employee fails to fulfil his or her duties while working remotely, he or she is not available at the agreed time, fails to comply with the obligations set out in the Rules or due to other circumstances obstructing work.

### 2. Working time arrangements in case of remote working

2.1. An employee's working time is either the general working time established in the Work Procedure Rules or the working time agreed upon in an individual working time schedule in compliance with the employment contract.

2.2 When working remotely, an employee shall comply with the restrictions established in the Employment Contracts Act:

2.2.1 an employee shall work during the general working hours from 6.00 to 22.00;

2.2.2 an employee shall take a break of no less than 30 minutes at least every 6 hours, which is not included in the working time;

2.2.3 an employee shall have at least 11 hours of the consecutive rest time over a period of 24 hours;

2.2.4 an employee shall have at least 48 hours of the consecutive rest time over a period of seven days.

2.3 Working at night-time, on a public holiday or working overtime is allowed only with a prior agreement concluded with the employer in a form that can be reproduced in writing.

2.4 An employee shall inform his or her immediate superior of situations, which do not enable observance of the procedures specified in clause 2.2, in a form that can be reproduced in writing.

### 3. Employee's activities in case of remote working

3.1 An employee must be available and participate in work related meetings and events during the working hours set out in the Work Procedure Rules or agreed in an individual working time schedule, using the means of communication agreed with the head of the structural unit or immediate superior.

3.2 An employee must appear at the workplace at the request of the head of the structural unit or immediate superior no later than within the following working day. Visits to remote locations that preclude such a response time must be agreed in advance with the immediate superior.

3.3 If circumstances hindering the performance of work (an illness, personal circumstances hindering work) arise, temporary incapacity for work must be reported or the corresponding application for reducing the leave or the standard working time must be submitted.

3.4 When working remotely, an employee must comply with the rules for processing confidential information and data protection in accordance with the relevant legislation.

3.5 When working remotely, an employee shall ensure preservation and prudent use of the university's property given to him/her for performance of duties.

3.6 An employee must follow the remote work safety instructions established by the university and comply with the corresponding safety and ergonomics rules when setting up a workspace for remote working. An employee is obliged to provide true information about the environment, where remote work is performed and the risk factors related to the workplace.

3.7 If an employee has an occupational accident at the place where remote work is performed, the employee shall provide the employer with photos or video material of the place where the accident took place or allow the employer access the scene of an accident in order to investigate the accident.

#### 4. Obligations of the structural unit

4.1 The head of a structural unit shall organise the activities of the unit so that remote working does not adversely affect the operation of the unit, incl. shall define the work that cannot be performed by remote working.

4.2 A structural unit shall:

4.2.1 if necessary, provide an employee with the means required for remote working;

4.2.2 support, as far as possible, furnishing of a home office, using the existing university's assets or acquiring new assets for that. When taking university's assets out of university's premises, it shall be documented in a corresponding act signed by the employee.

4.2.3 organise instruction of an employee regarding the occupational health and safety rules applicable to remote working, involving the chief working environment specialist, if necessary.

4.3 In the case of remote working, the employer shall reimburse the additional communication costs related to working from home, taking into account the limit of communication costs set out in the Accounting Policies and Procedures. The employer does not reimburse any other expenses unless otherwise agreed in advance, nor does the employer pay the employee additional remuneration for remote working.

**Principles of processing an employee's personal data [entry into force 01.07.2021]**

1.1 The university processes an employee's personal data:

- 1.1.1 for compliance with a legal obligation of the university;
- 1.1.2 for the performance of a task carried out in the public interest vested in the university;
- 1.1.3 for the performance of a contract to which the employee is party;
- 1.1.4 at the request of the data subject prior to entering into a contract;
- 1.1.5 with the employee's consent.

1.2 The university processes special categories of an employee's personal data:

- 1.2.1 for the purposes of carrying out the obligations in the field of employment and social security law;
- 1.2.2 in order to protect the vital interests of the employee where the employee is physically or legally incapable of giving consent;
- 1.2.3 for the purposes of the activities of the trade union;
- 1.2.4 with the employee's consent.

1.3 An employee's photo is used on the university's access card and an employee can publish it on the university's intranet.

1.4 The university processes the data of a child or a person with special needs obtained with the consent of an employee for providing services to the employee.

1.5 The university uses the personal contact details obtained with an employee's consent to contact the relevant contact person in the event of an emergency or occupational accident.

1.6 The university shall take organisational, physical and technical information security measures when processing an employee's personal data. The university shall ensure availability, integrity and confidentiality of the systems processing employees' personal data.

1.7 An employee can access his or her data processed by the university and the principles of data processing and protection in the self-service environment on the university's intranet.

1.8 The university's regulations on personal data processing and protection and information security policy are available on the university's website.