



**2024**

**A GUIDE IN  
LABOUR LAW FOR  
YOUNG PEOPLE**

Tallinn University

# **Information material for young people aged 18-26 years**

Made in the framework of the ELU-project

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# APPLYING FOR A JOB



## **When you think of going to work**

It is important to think through reasons you want to go to work - whether it's to earn money, develop yourself and your skills, or gain new experiences. Once you've decided what kind of work you want to do, start exploring job advertisements and filter job offers according to your preferences and needs. If you're used to working in a specific field, consider trying out different jobs. Assess your skills and experience realistically - to succeed, you need to start from the very beginning - every experience counts. Be proactive, reach out to companies where you'd like to work.

The most famous job portals: [EURES](#), [EESTI TÖÖTUKASSA](#), [CVKESKUS](#), [CV.EE](#), [GOWORKABIT](#), [LINKEDIN](#), [WORKINESTONIA](#)

## **Employment of foreigners in Estonia**

If you came to Estonia temporarily for studying and wish to work, it's important to carefully consider everything in advance and to adhere to requirements accurately and within deadlines. Foreigners can work temporarily in Estonia if they are legally staying in the country and their employment has been registered with the Police and Border Guard Board before starting work. Foreigners must possess a valid residence permit or visa in Estonia that allows them to work. Citizens of EU countries usually have the right to live and work in Estonia without separate permits. Citizens of third countries need to apply for a residence and work permit. Estonia has uniform working conditions for all employees, including requirements for employment contracts, limitations on working hours, and minimum wage. It is important to consider obligations related to taxes and social security. While English is commonly used in work communication in many companies, knowledge of the Estonian language is beneficial for working, especially if the job involves interacting with local clients or partners.

[Read more](#)

## **If you have found a suitable job offer**

Carefully read through the job advertisement and see if you meet at least 70 percent of the stated requirements. If you have found a suitable job offer, thoroughly investigate at the specific job duties and responsibilities associated with that position. Research publicly available information about the company or ask former employees why they left the company. Consider whether the offered job aligns with your skills and goals, and whether you have a desire to further develop in this field beyond your professional competence. Ensure that the salary is satisfactory and commensurate with your skills and experience. Also, think about whether the working hours and schedule fit with your lifestyle.

[Read more](#)

## **How to be successful in your application**

Successful job application requires preparation, confidence, and determination. Take time for yourself and think about what kind of work you would like to do. What are your ambitions and values? Focus on your current self and what feels right now. If you are invited to an interview, be prepared to present yourself and talk about your experiences and skills. Use your network to gather more information about the company you are applying to.

[Read more](#)

## **What employers expect from the candidate**

Employers expect candidates to meet the requirements specified in the job advertisement. They want to find candidates who align well with the company culture. Employers value candidates who are independent, proactive, and responsible, and who can maintain composure and make decisions even in challenging situations. They appreciate candidates' attitudes towards work and results, and their ability to see through good ideas to completion.

[Read more](#)

## **My first CV**

Prepare a professional and well-structured CV that highlights your best skills and achievements. Customize your CV for each specific job offer and briefly outline the common ground between you and the employer's desired position, as this could affect your chances of securing the desired job. Describe your previous work experiences and skills; the employer wants to see your journey, as it helps create a better impression of you. List the work experiences that could set you apart when applying for this position. If you have limited experience, include all relevant details. To stand out from other candidates, add a professional, friendly, and trustworthy photo to your CV; an included photo builds greater trust. You can conveniently create your CV on the Europass website at Europass.ee. Check for spelling and grammar errors! If desired, You can have a more experienced and trustworthy companion review the documents you're submitting for the competition.

[CV sample](#)

## **How to write a motivation letter**

A motivational letter is a more comprehensive version of a cover letter, through which you can draw attention to your strengths and previous professional achievements. Writing a cover letter gives you the opportunity to express your suitability and interest in a specific job position. The cover letter should definitely start with an explanation of the position you are applying for. Describe to your potential new employer your skills and experiences that justify your suitability for the advertised position. Once you have highlighted your skills and experiences, explain why you believe you should be the one to get this position and what you have to offer to the company. Make sure the cover letter is well-written and does not exceed one page in length. Maintain proper spelling and grammar!

[Sample](#)



## **How to write a cover letter**

Writing a cover letter supports your CV. A cover letter is a short and concise letter aimed at supporting the information provided in your CV, answering the employer's question of why you are the most suitable candidate for the position. In the cover letter, highlight the most important skills required in the job advertisement. The length of the cover letter should be about half a page, starting with a polite greeting, an explanation of the position you are applying for, the requirements stated in the job advertisement, and reasons for your suitability. Include your contact information at the end of the cover letter. Pay attention to spelling and grammar!

### Sample

## **If you are invited to a job interview**

Familiarize yourself with the information on the company's website. Don't forget about social media; there may be important information there. Get acquainted with the company's mission, vision, values, products or services, and work culture. The job interview is a mutual process where both parties assess each other's suitability. Be prepared to introduce yourself. Think through your answers to questions such as: where did you hear about this job opening? why did you apply to our company and this position? what makes you happy in this role? what are your career ambitions? why should we hire you specifically? what are your strengths? what are your weaknesses? what are your most significant professional achievements to date? what is your biggest professional failure so far, and what did you learn from it? Be prepared to justify your salary expectations and ensure that you are on the same page with the employer to avoid misunderstandings later. Before making demands, consider the benefits that I can offer to the company. Be honest and professional!

### Read more



## **How to prepare for a job interview**

Be present on time and avoid being late - aim to arrive earlier rather than later. Prepare questions in advance that you would like to ask during the interview. Dress modestly. Highlight your strengths but remain honest. At the end of the interview, clarify when you can expect feedback.

Be yourself - with your honesty and sincerity, you can melt even the coldest hearts!

Enter the interview room confidently!

[Read more](#)

**EMPLOYMENT CONTRACT,  
CONTRACT FOR SERVICES,  
AUTHORISATION  
AGREEMENT**



When you start work, you can choose between different types of contract. Before choosing a particular contract, you should think about which one is best suited to the legal relationship you are entering into.

### **Employment contract:**

- The most common and regulated.
- The worker is subject to the employer's instructions and works in a fixed place at fixed times.
- The employer pays the salary and provides the tools.
- Provides the best protection for the worker (e.g. minimum wage, holidays, sick pay).
- Example: John is a car mechanic by profession. He works in a car repair company under employment contract. His employer's responsibility is to advertise the company so that customers come to them to have their cars repaired. In doing so, the employer has to provide John with a job, respect his working and resting hours, and provide him with work clothes and tools. It's John's responsibility to do the work at the agreed time, place and in the agreed volume, as instructed by the employer.

### **Contract for services:**

- The aim is to achieve a specific result (e.g. building a house, creating a website).
- The contractor has more freedom in terms of working methods.
- The contractor is responsible for the quality of the work.
- May not offer the same benefits as an employment contract (e.g. holidays, sick pay).
- Suitable for one-off or short-term jobs.
- Example: John wants to earn extra money. His friend is into motorsports and needs to build a project car. John will be paid when the project car is finished and handed over to the friend. John has to find the necessary tools himself.

## **Authorisation agreement:**

- Providing a service (e.g. legal advice, consultancy).
- What matters is the process of service delivery, not the outcome.
- The beneficiary acts independently.
- Fewer protections and benefits than an employment contract offers.
- Suitable for services where the outcome cannot be guaranteed.
- Example: Estonian Association for Automotive Engineers invites John to give a training course on building project cars. John concludes an authorisation agreement with the association. Under the agreement John has to carry out the training. The structure, content of scope will be at his discretion.

## **Which contract to choose?**

It depends on the nature of the job and your preferences. If you need a steady job in a steady place, an employment contract is the best option. If you want independence and have a specific skill, consider contract for services. An authorisation agreement is well suited to providing services where results cannot be guaranteed.

## **What to keep in mind?**

- All types of contracts can be concluded for a fixed term or indefinitely.
- It is strongly recommended that the content of the contract is set out in writing.
- In some cases, special provisions may apply (e.g. for seasonal work).
- [Read more](#)

**The main differences between the types of contracts are shown in the table below:**

	Employment contract	Authorisation agreement	Contract of services
Legal basis	Employment Contracts Act (ECA) section 1 Subsection 1	Law of Obligations Act, sections 619–634	Law of Obligations Act, sections 635–657
Remuneration	At least the minimum wage	Right to remuneration, but unremunerated agreements also possible	Right to remuneration
Nature of job	Performance of work as a process subject to management and control by the employer	Provision of services subject to the agreement	Manufacturing or modification of an object or provision of services for the achievement of any other agreed result
Form of contract	Written (except for ECA section 4 subsection 5)	Oral or written	Oral or written
Term	Indefinite (except for ECA section 9)	Fixed (indefinite is not forbidden)	Fixed
Superior–subordinate relationship	Yes	No	No
Required personal performance	Yes	No	No
Higher remuneration for overtime, working on holidays and on night shifts	Yes	No	No
Compulsory and paid annual leave	Yes	No	No
Fixed working hours and restrictions on working time and rest time	Yes	No	No
Medical insurance	Yes	Yes/no*	Yes/no*
Organisation of medical examination	Yes	No	No
Place of settlement of disputes	Labour dispute committee or court	Court	Court
Examples	Customer service representative, teacher	Lawyer (representation of clients in court)	Renovator (e.g., renovation of the apartment's bathroom)

# **WORKLOAD, WORKING AND RESTING TIME**



The definitions of working time and summarised working time are set out in Employment Contracts Act § 5 (1) and § 6 (6). According to these definitions, working time is the time during which an employee performs agreed work tasks, and summarised working time is working time that is distributed unequally during the accounting period.

### **Employment Contracts Act § 43. Working time**

The relevant paragraph sets the concepts of full-time working time, reduced working time and part-time working time.

Full-time work is 8 hours per day and 40 hours per seven-day period (per week). If the worker and the employer agree on a shorter working time than 40 hours per week, this is working part-time. In the absence of such an agreement between the parties, the worker is presumed to be working full-time. Although it is permissible in an employment relationship for the parties to agree on shorter working hours, they may not agree on longer working hours than those laid down by law. Such an agreement would be detrimental to the employee and is prohibited under § 2 of the Employment Contracts Act. Working time is an agreement between the employee and the employer, provided that the restrictions on working time laid down in the Employment Contracts Act are complied with.

### **Summarised working time**

A worker can only work more than 40 hours a week on a cumulative basis, but even there, working time limits must be respected. In the case of aggregated working time, hours may be distributed differently over the reference period. This means, for example, that a worker may work more than 40 hours in one week and less than 40 hours in another. The aggregation period can be up to 4 months and the working time is calculated at the end of the aggregated working time reference period. This is when the overtime or under- or overtime hours are identified. Totalised working time is more commonly used in the case of working on a timetable. An example is in the service sector, where customer assistants and shop assistants work on a cumulative basis, with shifts of 10-14 hours over a 7-day period.



If the employment contract provides for the aggregation of working time, the employer must inform employees of the terms of the working time schedule. The employee must be informed of the period for which the timetable is to be drawn up, when the timetable will be made public and the length of the reference period. It is essential that employers act in good faith when drawing up, notifying and amending the duty roster. Once the timetable has been approved, changes can only be made by agreement between the parties. Part-time working is also possible in the case of aggregated working time.

Employers have an obligation to inform employees of the options for workload (Employment Contracts Act § 28(2)). This obligation is imposed on employers in order to enable employees to choose the most suitable form of work for them.

#### **Employment Contracts Act § 44. Overtime work**

Overtime is working more than the agreed time by agreement between the parties. The employer may unilaterally require overtime if there is a justified exceptional and temporary situation. Overtime is any work in excess of the agreed working time, whether full-time or part-time.

Overtime requires agreement between the parties. The law does not specify the form of the agreement, so overtime can be agreed either orally or in writing. However, it is advisable to conclude the various agreements, including overtime, in writing or in a form that can be reproduced in writing (e.g. by e-mail). This will help to record agreements made in the past in the event of a dispute.

Overtime cannot be agreed for an indefinite period of time and cannot be planned in advance. Overtime must be agreed on a case-by-case basis. For example, when an employment contract is concluded, the employee and the employer cannot agree that the employee will work overtime as and when required.

Overtime will be compensated either in time off or, by agreement between the parties, in cash. Overtime pay shall be 1.5 times salary. Time off must also be paid at the same rate as remuneration. In general, overtime should be compensated in preference to time off at the same rate as overtime. This is particularly important from the point of view of protecting the health of the worker. Working time limits are designed to protect the health of the worker and adequate rest is necessary to maintain the worker's fitness for work. Since the purpose of compensating overtime with time off is to compensate for rest time lost during overtime work, time off should be compensated as soon as possible after the end of the period in which the overtime occurred. In the case of aggregated calculation of working time, overtime can be compensated during the following period.

If the employer wishes to compensate overtime in cash, this must be agreed separately with the employee. If the employee works overtime during night time or on a public holiday, the employee must be paid for overtime, night work and work on a public holiday.

### **Employment Contracts Act § 45. Compensation for night work and work done on public holiday.**

The justification for paying extra pay on a public holiday is that the worker has to work at a time when everyone else is on holiday. Night work, on the other hand, is considered to be harmful to the worker's health and therefore compensation for night work is required by law. In principle, night work and work on public holidays are remunerated with an additional premium, and there is no prohibition on granting additional time off.

### **Employment Contracts Act § 46. Limit on time for performing work**

This provision of the law sets the overall working time limit, including overtime, at an average of 48 hours per seven-day period over a four-month reference period. This limit must be observed for both daily and cumulative hours. The reference period may be agreed in the employment contract or collective agreement.

The reference period may not exceed four months, although the law does provide for some exceptions. Section 46(2) of an Employment Contracts Act provides that the reference period may be extended up to 12 months in the case of health, welfare, agricultural and tourism workers. The reason for this is that the workload in agriculture and tourism is very seasonal, so that shorter working hours in other periods compensate for more intensive seasonal work.

### **Employment Contracts Act § 51. Daily rest time.**

A worker must rest for at least 11 consecutive hours per 24-hour period. Consequently, when working full-time, the worker may, by agreement, work up to five hours overtime. In the case of aggregated working time, the shift may not exceed 13 hours. When determining the length of a working day or shift, account must be taken of the employer's obligation to provide the worker with a rest period during the working day.

Example: Lisa's full-time working hours are 8 hours a day and she worked overtime for 5 hours. She therefore worked a total of 13 hours in 24 hours. She must have 11 consecutive hours of rest.

An exception may be made for health and welfare professionals. This is on condition that prolonged working is safe for their health. If, under the derogation, a worker works for more than 13 hours in any 24-hour period, he must be given an additional rest period after work equal to the number of hours worked in excess of 13 hours.

Example: Lisa works as a carer in a hospital. So if Lisa's shift length is 24 hours, for example (standard in health and care institutions), she must then have 22 consecutive hours of rest (11 hours daily rest + 13 hours in excess of 11 hours). Only after this uninterrupted rest period the worker may return to work. The additional rest period may not be compensated in cash.

## **Employment Contracts Act § 52. Weekly rest time**

A worker must rest for at least 48 consecutive hours over seven days. In the case of aggregated working time, the weekly rest period shall be 36 hours. It is not clear from the law when this seven-day period must be counted.

So it can also be done, for example, from Tuesday to Tuesday. Although the weekly rest period is presumed to be Saturday and Sunday, the employee and employer may agree otherwise. The employer also has the right to set a different weekly rest period from that laid down by law. For example, an employee who works on a roster may be given a rest period on Monday-Tuesday one week and Friday-Saturday the next.

Example: John works full-time from Monday to Friday. His days off are on Saturdays and Sundays. Lisa works on the basis of summarised working time calculation and, depending on her schedule, must be allowed 36 consecutive hours of rest per week. This does not have to be at the weekend, but can be Friday to Saturday one week and Monday to Tuesday the next.

## **Employment Contracts Act § 53. Shortening of working time**

The working day preceding New Year's Day, the anniversary of the Republic of Estonia, Victory Day and Christmas Eve is reduced by three hours by the employer.

It should be noted that the law only obliges you to shorten the working day on the day before the holiday. If the public holiday is on a Monday, the working day on Friday does not have to be shortened. People working on a summarised hours basis may face the situation that the employer's organisation of work does not allow for a reduction in the number of hours worked on the day preceding the public holiday. In this case, the overtime must be compensated.

**HOLIDAY**





Every employee with an employment contract must receive a certain number of days off per year. Annual leave is the main type of leave that can be taken by all employees. In addition, in certain cases, the employee may have the right to take study leave, unpaid study leave, leave for taking entrance exams, maternity leave, father's leave, adoptive leave, parental leave, child leave, parental leave of a disabled child and unpaid child leave.

The duration of annual leave is at least 28 calendar days per year, regardless of whether the person works full-time or part-time. An employee can agree with the employer on a longer holiday than 28 days, but not a shorter one.

Public holidays and national holidays are not included in the annual leave calculation. If a holiday falls during the leave, the employee's leave is extended by the number of holiday days or these days are carried over to a reserve leave.

For partially or fully disabled employees, the annual leave entitlement is 35 days. In this case as well, it is possible for the employee and employer to agree on a longer annual leave period, but not a shorter one.

Educational workers are also entitled to longer annual leave. Depending on the position, the annual leave for educational workers ranges between 35 and 56 days.

[Read more](#)

## Vacation Schedule

The vacation schedule is prepared by the employer, who should ideally take into account the employees' preferences regarding the timing of their vacations.

There are no significant restrictions on taking vacation. It is entirely acceptable if an employee takes all of their vacation at once (provided the employer agrees). If an employee wishes to use their annual leave in multiple parts, one vacation period within a calendar year must last at least 14 consecutive days. The employer is allowed to refuse vacation requests that last less than 7 days.

The employer does not base the preparation of the vacation schedule solely on the employees' preferences but also considers the interests of the company.

It's possible to use annual leave days outside the schedule. To do this, a corresponding request must be submitted to the employer (in writing or by email, for example) at least 14 days before the desired first day of vacation.

If all of an employee's annual leave days are already marked on the schedule, but the employee wishes to change the timing of their vacation, this can be done by mutual agreement between the employee and the employer.

Example: Toomas works as a cook in Pärnu. As is known, there are many vacationers in Pärnu during the summer season. Toomas wants to take a 28-day vacation during the summer. Since the employer has the right to consider the interests of other employees and the company, they have the right to refuse Toomas's request. Some companies also impose restrictions on their employees' vacations during the summer season. For instance, employees may be allowed vacation during the first two weeks of June and the last two weeks of August, but no vacations are permitted during the peak season.

[Read more](#)



## **Earning and Compensation for Annual Leave**

Annual leave is earned based on time worked and must be proportional to the period of employment.

- When starting work in the middle of the year, an employee is entitled to use 14 days of annual leave (if the annual leave entitlement is 28 days).

It's important to note that during the first year of employment, vacation can only be taken after 6 months of work, unless agreed upon with the employer for a shorter period.

During the probationary period, vacation can be taken with the employer's consent, in which case the probation period is extended by as many days as the employee was on vacation.

If not all annual leave days have been used by the end of the year, they carry over to the next year. Unused annual leave days from one calendar year can only be carried over once.

- Annual leave days unused in 2024 carry over to 2025, but those from 2024 do not carry over to 2026 and expire.

Expiration stops if the employee takes maternity leave, paternity leave, adoptive leave, parental leave, or if the employee is in military or alternative civilian service.

Compensation for unused vacation days is only possible upon termination of the employment contract. In this case, compensation is paid together with the final settlement.

Both the employer and the employee have the right to interrupt or postpone vacation. The employer can do this only due to unforeseen and significant operational needs, such as preventing damage. The employee has the right to do this for important personal reasons, such as illness, maternity leave, or participation in a strike.

- Issuing a sick leave certificate or other medical leave does not automatically interrupt the employee's vacation. For this, the employee must submit a corresponding application to the employer.

Vacation pay can be received by the employee either no later than the penultimate working day before the vacation begins or at a time agreed upon between the employee and the employer. With an agreement, it's permissible to pay vacation pay on the payday following the vacation, but not later.

If the employer delays the payment of vacation pay beyond the agreed time, the employee has the right to demand late payment interest.

*Read more:*

[Earning and using leave](#)

[Expiration of Vacation](#)

[Holyday pay](#)

## **Study Leave and its Types**

Every employed individual concurrently engaged in formal education or further training has the right to take study leave to participate in educational activities.

Academic leave is granted by the university for absence from studies, not by the employer for absence from work.

Formal education is considered when the employee is pursuing basic, secondary, or higher education.

Further training, on the other hand, refers to educational activities conducted outside formal education according to a curriculum.

An employee can use up to 30 calendar days of study leave per year, which can be taken partially rather than all at once. In addition to this, employees are entitled to an additional 15 days of study leave for completing formal education. Employees also have the right to request unpaid leave for entrance exams once.

Study leave is not fully compensated. Among the 30 days, 20 are compensated, and 10 days are unpaid.

Employees can choose whether they want compensated or unpaid study leave. Study leave granted for completing formal education is compensated at the minimum wage rate, which as of January 1, 2024, is 4.86 euros.

To be eligible for study leave, the employee must provide the employer with a certificate from the school confirming their participation in studies.

Study leave can be taken in two ways:

- By scheduling study leave in the employee's vacation schedule.
- By submitting an application to the employer at least 14 days before the planned start of the study leave, if the need arises.

The employer has the right to refuse to grant study leave or to interrupt it once it has started. The employer may refuse to grant study leave if, for example, the employee does not notify the employer of their intention to take study leave at least 14 days in advance or fails to provide a school certificate for academic leave, etc.

The employer has the right to interrupt study leave if it is essential for work organization. In such cases, the employer must compensate the employee for any costs incurred due to the interruption or postponement of study leave (e.g., travel expenses). If study leave is interrupted, the employer is obligated to grant the employee leave either immediately after the reason for interruption has ceased or at another agreed-upon time with the employee.

[Read more](#)

## **Deployment to Military Service or Reserve Training**

If an employee receives a call-up for military service, they must notify their employer at the earliest opportunity.

Before deployment, the individual must undergo a medical examination.

Because this is a legal obligation imposed on the individual, the employer must grant the employee time off that does not count against their vacation entitlement and must be compensated.

It is prohibited for the employer to terminate the employment contract on the grounds that the employee is entering military or alternative civilian service. The employer is obligated to retain the employee's position during this period.

However, the employer may still use unfair methods to terminate the employment contract. It should be noted that the employer must have a clear legal basis for terminating the employment contract, such as the possibility of redundancy.

When receiving a call-up for reserve training, the employee must also notify their employer at the earliest opportunity. The employer is obligated to grant the employee time off to participate in reserve training. During this time, the employer is not obligated to pay the employee any salary. The state provides support to each individual participating in reserve training, the amount of which depends on the individual's rank. The amounts are €37, €40, and €50 per day during peacetime.

[Read more](#)

## Other types of holidays

Maternity leave is for pregnant women to prepare for childbirth. 100 calendar days are provided for maternity leave and it can be taken from 70 days before the expected date of birth (which is predicted by the doctor). (*Read more*)

Paternity leave - Fathers are entitled to a benefit of 30 calendar days which can be used up to 30 calendar days before the estimated date of birth of the child until the child attains three years of age. Paternity benefit can be used as a single consecutive period or be planned by days.. (*Read more*)

In addition, there is a parental leave that can be used in full by only one parent. Parental leave lasts until the child turns 3 years old. The employer may not fire the employee during parental leave.. (*Read more*)

All parents are entitled to 10 working days of paid parental leave for each child under the age of 14. Parental leave is granted to parents for each child, but not more than 30 days for all children. *For example, in the case of 4 or more children, each parent can only use 30 days of leave, not 40 or more.*

In the case of a disabled child in addition to 10 days, 1 free day per month can be used until the child turns 18.

Unpaid child leave is provided for 10 days a year, which a parent can use until the child turns 14 and, in the case of a disabled child, until the child turns 18. (*Read more*)



# HEALTH AND SAFETY AT WORK





## Work environment

There are many different jobs and workplaces. Outdoor work, operating heavy machinery, working with chemicals that might be hazardous. Depending on the nature of the work, it is important to know what specific hazards are part of one's work environment, how could one maintain a safe workspace and what must be kept in mind when working in hazardous areas. It is also necessary for the employer to provide the training and personal protective equipment to the employee. *(For example, when working in construction employer must provide safety equipment, safety boots, a helmet if necessary etc.)* As a young or unexperienced worker, one should first and most importantly know, that the employer has to provide the proper training and use of equipment, but the employer also make sure, that the employee has learned to perform the work responsibilities safely and correctly.

**Don't be afraid to ask additional questions and clarifications! Take the training in all seriousness, as it is the only way you can safely do the quality of work that is expected by the employer.**

For more information about personal protective equipment, training guidance and safe working environment:

- <https://www.tooelu.ee/et/224/mida-ma-pean-teadma-tookeskonnast>
- In addition, look into Occupational Health and Safety Act:
- <https://www.riigiteataja.ee/akt/111032023098>

## **Workplace hazards**

### *1) PHYSICAL HAZARDS*

Physical hazards could be things such as noise, vibration, temperature, humidity, high or low air pressure, moving or sharp parts of machinery and equipment, lack of vision or lighting, risk of falling/electric shock/ explosion and other similar factors.

- For more information on physical hazards:

<https://www.tooelu.ee/et/91/ohutegurid-tookeskkonnas>

<https://www.terviseamet.ee/et/keskkonnatervis/ettevotjale/fuusikalised-ohutegurid>

### *2) CHEMICAL HAZARDS*

Chemical hazards are dangerous chemicals or materials that are handled within the workplace.

More information about chemical risk factors:

- <https://www.tooelu.ee/et/108/kemikaalid>

### *3) BIOLOGICAL HAZARDS*

Biological hazards are microorganisms (bacteria, viruses, fungi, etc.), including genetically modified microorganisms, cell cultures and human endoparasites and other active substances that can cause infectious disease, allergy or poisoning.

More information about the presence of biological risk factors, active risk areas and prevention:

- <https://www.tooelu.ee/et/94/tilamenotekitajad>

#### 4) *PHYSIOLOGICAL HAZARDS*

Füsioloogilised ohutegurid on füüsilise töö raskus, sama tüüpi liigutuste kordumine, üleväsimust põhjustavad sundasendid ja -liigutused töös ning muud samalaadsed tegurid, mis võivad aja jooksul põhjustada tervisekahjustusi.

#### 5) *PSYCHOSOCIAL HAZARDS*

Psychosocial hazards or risk factors, include things such as risk of accident or violence, harrasment/bullying at work, long-term monotonous work, working alone, work organization and environment, or other factors related to management, which can affect the employees mentaal or physical health, including work stress.

- Read here what measures the employer must implement to prevent health damage resulting from psychosocial and physiological risk factors:

<https://www.tooelu.ee/et/91/ohutegurid-tookeskkonnas>

## Utility rooms

Employees must be provided by the employer with utility rooms that take into account the working conditions, the number of employees and the gender composition. This means, for example: clothing-, washing-, toilet and rest rooms. In addition if the work is done outside in cold weather, temporary warm job-site accommodations must be provided.

All employees must have the opportunity to use toilet located near the workplace or dressing and washing room during work. There must be an opportunity to wash and dry hands, and employees must be provided with safe drinking water.

- Read in more detail in which cases, for example, washing and rest rooms must be guaranteed:  
<https://www.tooelu.ee/et/99/olmeruumid>

## General occupational health and safety requirements

Examples of employee RIGHTS in relation to occupational health:

1) Demand that the working conditions that meet official occupational health and safety requirements, including collective and personal protective equipment.

**2)** In the event of a serious, imminent or unavoidable danger of an accident, stop work and leave your workplace or the dangerous area.

3) Demand from the employer, on the basis of a doctor's decision, to transfer oneself temporarily or permanently to another job or to temporarily ease one's working conditions.

4) Demand to be transferred to a suitable daytime job, if working at night is contraindicated for the person due to health reasons based on a medical decision, and if the employer is able to transfer the employee to the corresponding daytime job.

5) To receive compensation for health damage caused by working environment or occupational related activities, as it is obligated by law.

- Read also about the OBLIGATIONS of the employee:  
<https://www.eesti.ee/et/tervis-ja-tervisekaitse/toeoetervishoid/toeoetervishoid-ja-toeoeohutus>

## Accidents at work

1) The main characteristic of an occupational accident is that health damage occurs during work. No matter where it takes place.

2) Accidents at work are not intentional self-injuries, accidents on the way to and from work, and injuries that are only related to the victim's medical condition if there is no causal connection with his work.

3) In case of any illness or injury as a result of an accident at work, the Health Insurance Fund pays the sickness leave benefit at a rate of 100% from the second day of work release.

- *More information about work accidents::*  
<https://www.tooelu.ee/et/115/mis-tooonnetus>



## Occupational diseases and work related diseases

There are many occupational diseases of different types. For example, diseases of the upper respiratory tract caused by wood dust, diseases of tendons and muscle attachments as a result of physical overload, stress disorders due to strenuous work, etc.

When choosing a job, it is important for a young person entering the labor market to consider which occupational hazards may accompany which work and to do as much as possible to prevent them. The employer can have a significant role in reducing hazards and accidents as well.

- When is the right for an employee to receive compensation?  
<https://www.eesti.ee/et/tervis-ja-tervisekaitse/toeotervishoid/kutsehaigus>
- The comprehensive list of occupational diseases are listed here: <https://www.riigiteataja.ee/akt/897867>
- Prevention of occupational diseases:  
<https://rmp.geenius.ee/tooigus/ohutus/toost-pohjustadut-inlignoud-kutseinligungid-ja-nende-enetamine-2012-03-15/>



# **ASSESSMENT OF WORK ABILITY WORK ABILITY ALLOWANCE**



In Estonia, people with reduced working capacity are those whose working capacity is reduced due to a health condition and therefore they need help or adjustments at work. In Estonia, the rights and benefits of people with reduced working capacity are regulated by social welfare laws, and they have the opportunity to receive various benefits and services to help them participate in the labor market and cope with everyday life.

Estonia has several measures to support people with reduced work capacity, including work capacity support, rehabilitation services, occupational rehabilitation and work capacity assessment. In addition, various occupational adjustment and training allowances are offered. Different measures and incentives have been created for employers to encourage them to hire people with reduced working capacity.

The unemployment fund assesses work capacity and pays work capacity allowance in case of partial or absent work capacity. The health condition and the resulting restrictions on activity and participation are taken into account when assessing work capacity. For this purpose, a person's physical and mental abilities are assessed in various fields. We pay a work capacity allowance to a person whose work capacity is partial or absent.

Read more:

- [Assessment of work ability](#)
- [Work ability support system](#)

## **Assessment of work ability consists of five steps:**

1. a doctor's visit
2. submission of a request for work capacity assessment
3. preparing an expert opinion
4. deciding the scope of work capacity assessment
5. payment of work capacity allowance and, if necessary, counseling you and providing labor market services to continue working or to get a job.

If you have had the necessary medical visits, you can submit a request for a work capacity assessment to the Unemployment Insurance Fund. You can fill out and submit the application at the Unemployment Insurance Fund office on the spot or by phone, where the case manager will interview you and complete the application. You can also fill out the application yourself through the e-unemployment fund. If necessary, you can also ask for help from the hospital's social worker. If you wish, you can also request a determination of the severity of the disability together with the assessment of work ability, in which case a joint application can be submitted to the Unemployment Insurance Fund or the Social Insurance Board.

If you are diagnosed with partial or no work capacity, you are entitled to work capacity allowance and you are guaranteed health insurance. It also gives the right to apply for occupational or social rehabilitation, the right to buy or rent aids on favorable terms and to apply for other social benefits or services from the local government. If your ability to work is assessed as partial or absent, the unemployment fund will give you a plastic card proving this. The card is required to prove reduced working capacity and is valid together with an identity document. The Unemployment Insurance Fund offers various services to people with reduced working capacity. Work capacity allowance is calculated according to the daily rate.

From 01.04.2024, the daily rate is 20.57 euros. The subsidy is paid in two amounts. In case of partial working capacity, the allowance is paid at 57% of the daily rate, that means 10.602 euros (approximately 351.75 euros per calendar month). In the absence of work capacity, the allowance is paid at 100% of the daily rate (approximately 617.10 euros). A person with partial or no work capacity may go to work. The working capacity allowance starts to be reduced when the monthly salary exceeds 1,851.30 euros. Work capacity allowance is not paid if the monthly salary exceeds 2,554.79 euros in the case of partial work capacity and 3,085.50 euros in the case of no work capacity..

# **CERTIFICATES FOR SICK LEAVE SICKNESS BENEFIT**



A person at work has the right to a sick leave in case of illness. There is no time limit on the sick leave, but the time for receiving sickness benefits is limited. A working sick person has the right to receive sickness benefits until the day of recovery of working capacity indicated on the sick sheet, but not more than 182 consecutive calendar days or 240 consecutive calendar days in the case of tuberculosis. The Health Insurance Fund pays sickness benefits from the 9th day to the 190th day of the sick leave. The doctor issues the sick leave to the employee through the employer. The doctor decides whether or not to issue a sick leave based on the person's health condition.

On the basis of the sick leave, the employer and the Health Insurance Fund pay the person sickness benefit, the purpose of which is to partially compensate the employee for the lost wages during the illness. As a rule, the employee does not receive compensation for the first 3 days of illness. 4.-8. the employer pays the compensation until the 9th day, the Health Insurance Fund from the 9th day onwards. The rate of compensation is 70% calculated from the daily income - the employer is based on the average salary paid to the employee in the last six months, the income taxed with social tax paid for the employee by the Health Insurance Fund in the previous calendar year.

Uuri lisaks:

- [Sickness benefit](#)
- [Ravikindlustuse seadus \(only in estonian\)](#)
- [Perearsti nõuandetelefon \(only in estonian or russian\)](#)



### **If you got sick:**

1. Contact your family doctor: If you feel sick and cannot go to work, you should first contact your family doctor. The doctor assesses the state of health and, if necessary, prescribes a sick leave.
2. Forming a sick note: The doctor will issue you a sick note, which indicates the start date of the illness and the expected period of the illness.
3. Notifying the employer: notify the employer of your illness as soon as possible.

- If you fell ill during a vacation, according to the Employment Contracts Act, the employee has the right to interrupt, postpone or prematurely terminate the vacation for important reasons arising from the employee. The employee has the right to claim the unused part of the vacation immediately after the termination of the circumstance preventing the use of the vacation or at another time by agreement of the parties. The employee is obliged to inform the employer of the circumstances preventing the use of leave as soon as possible. If the employee does not interrupt the vacation, he is not entitled to receive disability benefits.
- If you fall ill at the weekend and need a sick leave, you can call the Family Doctor's helpline 1220 for a consultation, the doctor who answers the call can formalize your illness and make a note on the health portal about the need to open a sick leave. Then, the employee must definitely contact his family doctor's center as soon as possible to indicate the need to open a disability card. At this point, it should be taken into account that this is a notification of the wish for a sick leave, the final decision to approve and open the leave is made by the employee's family physician. If your health problem is urgent and requires emergency care, you should go to the emergency department of the nearest hospital.

**NB!**

According to the new law, a person who has been on sick leave can start working under adapted conditions after a 60-day period, for example, with part-time employment or by performing simpler tasks. While working on sick leave, they can receive labor market services for maintaining employability and compensation from the health insurance fund, compensating for the reduction in wages.



# WHAT TO CONSIDER?



## **What if your employer obliges you to reduce your workload or go on unpaid leave? 🚩**

Changes in the workload and asking to go to unpaid leave require agreement between the parties. Without the agreement of the employee, there can be no reduction in the workload and no unpaid leave.

## **Your employer is not willing to increase your pay when you return from parental leave. 🚩**

If there has been a general pay increase in the company during the parental leave period, which does not depend on the specific contribution of the worker, the pay of the worker returning from parental leave must be increased in the same way and on the same basis as for other workers.

## **The employer refuses to pay the salary stated in the job advertisement and at the interview. 🚩**

Salary negotiations should always be fixed in writing! This will help to avoid possible disputes in the future.

## **Want to take time off for overtime hours but your employer refuses to pay? 🚩**

In the case of compensatory time off, the employer must pay the employee a lump sum for overtime worked, as well as a lump sum for time off for overtime worked!

## **Employer refuses to pay overtime hours? 🚩**

Overtime must always be compensated. The parties to the employment relationship must agree whether this is to be paid with extra time off or 1.5 times the normal rate of pay.

## **You're on academic leave, but still studying for the credits allowed. Your employer refuses to grant you study leave. 🚩**

The employer has the right to refuse to grant study leave if the employee is on academic leave. If the staff member can and does attend classes during the academic leave, the refusal is unjustified.

## **Your employer gives you extra tasks, but does not pay you for them. 🚩**

The tasks must be agreed when the contract of employment is signed. The employer cannot require the employee to perform tasks that are not provided for in the employment contract. The employment contract can also only be amended by agreement between the parties. In order to reach an agreement, the parties must negotiate between themselves on both the tasks and the remuneration.

## **Employer watching camera recordings and listening in on employee conversations? 🚩**

The employer can control the performance of the job in a way that does not infringe the worker's fundamental rights. Employees have the right to privacy. Cameras may be installed for the protection of persons and property, but it is unreasonable to monitor employees' work through cameras.

## **When returning from parental leave, the employer says there is no more work available. 🚩**

Your employment contract is suspended while you are on parental leave. When you return, your employment will continue in accordance with the contract you have signed. Your replacement's employment ends when you return to work. In the case of a replacement with a contract of indefinite duration, if there is no work available for both, one of the two must be made redundant. In the event of redundancy, the parent raising a child under the age of 3 will have the right of first refusal.

### **Your employer requires you to answer work calls at the weekend. 🚩**

The employer cannot require work to be done during the employee's free time. You do not have to answer the phone!

### **Employer bullies employees. What to do? 🚩**

The employer must be given a written warning and explained how the bullying is happening. The bullying should also be asked to stop. If the employer has been warned several times but no action is taken, the employment contract can be terminated under the Employment Contracts Act § 91(2) and the employer can claim compensation for three months average pay under § 100 (4). If there is a problem with the working environment, you can also contact the Commissioner for the Working Environment.

### **Is your employer pressuring you to leave your job by reducing your workload? 🚩**

An employment contract can only be changed by agreement between the parties - including the workload. If the employer is unable to offer full-time work, the worker must be made redundant. It is forbidden to put pressure on you to resign!

### **The application for study leave is submitted for a limited period of time, and when it arrives, the employer refuses to allow you to take study leave. 🚩**

A staff member is entitled to study leave if the period of study leave includes working days, not only days off, and the application for study leave is submitted with at least 14 days' notice. In this case, the employer cannot refuse to grant the leave.

### **Does your employer only let you take a meal break if there are few customers? 🚩**

For at least every 6 hours of work, there must be a break of at least 30 minutes, which is not normally counted as working time. The employee may use this break for a meal or other activity, it is your free time. The employer should regulate the arrangements for granting the break in the rules on the use of the break.

## **A colleague falls ill while working with a schedule - your employer insists on a replacement. 🚩**

Once a work schedule has been drawn up and approved, it can only be changed by agreement between the parties. Going to work depends on whether you agree to the change.

## **Employer refuses to pay assignment allowances if the mission took place at the weekend? 🚩**

Working time spent on secondment is counted in the same way as working time in a normal job. Travel to and from home to work is not working time, nor is travel from the place of accommodation to the place of work and back during the period of posting counted as working time.

## **Your employer is consistently a few days late in paying your wages. 🚩**

A short delay in paying wages may constitute a material breach of an obligation by the employer if the employee has drawn the employer's attention to it and the breach continues. In the event of a recurrence of the delay in the payment of wages, the employee may be entitled to terminate the employment contract by way of extraordinary termination under Employment Contracts Act § 91(2) and to apply to the labour dispute body for the unpaid wages.

## **Is your employer forbidding you from talking to other employees about your pay? 🚩**

Employees are not forbidden from talking about their pay. Only the employer has a general obligation under the law not to disclose to third parties details of the employee's pay and the payment of it. In an employment relationship, an employee can only be under an obligation of secrecy if the employer has clearly identified the information to be kept confidential as a trade secret and has communicated its content to the employee in writing.



### **Employers pay less for time worked in a home office than for time worked in an office? 🚩**

Such behaviour by the employer is unjustified. The same pay should be paid for the same work.

### **Employer wants justification for sick leave? 🚩**

Your health data is a special type of personal data. Employees do not have to share their detailed health information with their employer.

### **Does your employer require you to be present at the workplace 15 minutes before the scheduled start of working hours? 🚩**

If working time starts at 10.00, this is considered the time when the employee must start work. If the employer wants the employee to be present 15 minutes earlier, the start time should also be 09.45.

### **The employer claims that it is punishable to leave the company and go to another similar job. 🚩**

If the parties to the employment relationship have entered into a non-competition clause, the employee undertakes not to work for a competitor of the employer or to engage in the same economic and professional activities as the employer. The non-competition agreement must be in writing and must be subject to the payment of reasonable compensation on a monthly basis. If these requirements are not met, the agreement is null and void!

### **Does the employer only pay performance-related bonuses? 🚩**

The employer has the right to agree with the employee how the pay is set. For example, the remuneration may be made up of a monthly salary, an hourly rate, a piece-rate, a performance bonus, etc. It must be clear to the employee how his or her pay is determined and under what conditions performance-related pay is paid. The employee may not be paid less than the minimum rate.



**Does your employer change your work schedule at short notice? 📌**

The work schedule, which has been approved in advance and communicated to the staff, cannot be changed unilaterally. This requires the agreement of the staff member(s).

**Does the employer post pictures of the employee both on an internal website and on the internet for marketing purposes? 📌**

Adding photos to an internal website where they are not publicly available is considered acceptable. However, the employee has the right to refuse to do so. Sharing pictures with third parties, e.g. for marketing purposes, is only allowed if the employer has the consent of the persons in the pictures.