

In the event of a disagreement arising from the employment relationship, the employee and the employer should first try to resolve it among themselves. However, if they find that they cannot settle the dispute and reach an agreement, they can turn to the labour dispute committee. The petition to the labour dispute committee must clearly and unequivocally state the claim and the amount of the claim.

Questions about working life?
The Labour Inspectorate knows the answers!

LOOK
at the website of the Labour Inspectorate at **ti.ee**
and the Work Life portal **tooelu.ee**

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Monetary claims



The employer is obliged to pay wages, holiday pay and the final settlement regardless of the conditions under which the employment contract was entered into.

In certain cases, the employer is obliged to compensate the employee for proprietary damage, costs related to business trips and the termination of the employment contract, and training costs, as well as pay compensation for the non-compete agreement and in the event of sickness. The employer is not allowed to agree with the employee not to pay compensation or to offset it against the employee's financial obligation if the obligation to pay compensation arises from law.

Employees also have financial obligations to their employer

The employee must compensate the employer for proprietary damage, as well as damage caused by substandard work. The employee must be aware that, if they fail to commence employment or leave employment without authorisation, they are obliged pay compensation to the employer. Upon ordinary cancellation of the employment contract, ie of the employee's own will, the employee is obliged to adhere to the notice period. Otherwise, the employer has the right to claim the average daily wage for every working day by which the notice period was shorter.



Deductions from wages

The employer has the right to make deductions from the employee's wages. This is generally done with the consent of the employee. Wages can only be withheld without consent in cases set out by law. For example, if the employee has used more holiday than they have earned by the day their employment contract ends, the employer has the right to offset, ie deduct, the excess holiday pay from the employee's wages.

If the parties have agreed upon it, the employee is obliged to pay the employer a contractual penalty. For example, the employee is obliged to pay a contractual penalty if they breach the non-compete agreement or the obligation of confidentiality, fail to commence employment without reason or leave employment without authorisation.

The time limit for filing a claim for the recognition of rights arising from employment relationships and for the protection of violated rights for the purpose of recourse to a labour dispute committee or court is generally **four months** from the time the claim becomes collectible.

Differences in the time limits for filing financial claims:

- **claim for wages** – three years as of the pay day or the date of expiry of the employment contract;
- **claim for late interest** – in accordance with the limitation period of the principal claim (eg wages or holiday pay);
- **claim for daily allowance of a business trip** – four months as of the time the person became or should have become aware of the violation of their rights;
- **an employer's claim for compensation for damage against an employee for damage caused upon performance of duties** – 12 months as of the time when the employer learnt or should have learnt of the damage caused and the person obligated to compensate for it, but not later than three years after the damage was caused;
- **an employer's claim for refund of wages and other financial claims arising from an employment relationship** – 12 months as of the time when the employee received the wages or an advance payment of wages.