

EMPLOYMENT CONTRACT NO XXXX

Company, registration code XXXXXXXX, address XXXXXXXX, represented on the basis of a **resolution of members of the management board** by **job title Name Surname** (hereinafter *the employer*) and **Name Surname**, personal identification code XXXXXXXXXX, residence **street/house number, city, county, postal code** (hereinafter *the employee*), hereinafter jointly referred to as *the parties*,

have entered into this employment contract (hereinafter *the contract*) on **XX.XX.XXXX** (the date of conclusion of the employment contract) on the following terms and conditions:

1. DURATION OF THE CONTRACT, CONTENT OF THE WORK

1.1. The employee commences work on **XX.XX.XXXX**.

1.2. The contract has been concluded **for an indefinite period**.

OR

1.2 *The contract has been concluded for a fixed period until **XX.XX.XXXX**.*

*The reason for concluding the employment contract for a fixed period is **XXXX**.*

1.3. The employee commences work with a **four-month probationary period**. The probationary period commences from **XX.XX.XXXX**.

The probationary period is extended by the period during which the employee was prevented from performing their duties (for example, temporary incapacity for work or holiday). The exact date of the end of the probationary period can be reacquired by the employee from the **HR specialist** after the end of the holiday or certificate of incapacity for work.

OR

1.3 *The employee commences work with a four-month probationary period. The probationary period includes the time when the employee is temporarily incapacitated for work or on holiday or applies other grounds for refusal to work provided for in § 19 of the Employment Contracts Act.*

1.4. The employee will be employed as a **position** at the **XXXXXXXX** department of the company.

1.5. The place of performance of work is **City/County**.

1.6. The purpose of the position is **XXXXXXXX XXXXXXXX XXXXXXXX**. More detailed duties of the employee are set out in the job description. In so doing, the employee undertakes to co-operate with other employees and without special instructions from the employer carry out tasks arising from the nature or general course of the work.

1.6. Duties are assigned and their performance is checked by the immediate superior appointed in the job description by the employer.

1.7. If necessary, the employer shall be entitled to send the employee on a business trip to perform their duties. The payment of compensation provided for business trips is based on the legal acts related to business trips..

1.8. **A collective agreement is not applicable with regard to the employee.**

2. WORKING TIME

2.1. The employee will start work **full time**, i.e. working time is **8 hours a day** for **40 hours** over a seven-day period.

OR

2.1 *The employee commences employment **full time** on the basis of the summarised calculation of working time, **calculated** taking as a basis **8 hours per day and 40 hours per a 7-day period**.*

2.1.1 *In the case of the application of the summarised working time calculation, the working time calculation period for the employee shall be **X months**. The start and end of the working day of the employee and breaks within the working day are set out in the working time schedule. The working time schedule is drawn up for the employee for each calendar month and is communicated to the employee **X working days/calendar days** before the beginning of the new calendar month. The working time schedule is presented to the employee by means of **X**.*

2.1.2 *The working time schedule approved by the employer and notified to the employee may be amended only by agreement of the parties (except in case of an emergency – in the case of damage or a threat of such damage by force majeure – subsection 4 of § 17 of the Employment Contracts Act). Any amendments to the working time schedule must be agreed with the immediate superior no later than **X days** before the amendments are made.*

2.2. The start and end of working time as well as of lunch breaks and any other breaks shall be established in the rules of work organisation.

3. WAGES

3.1. The employee's wages will be **EUR XXXX** per **month** (gross) during the probationary period and **EUR XXXX** per **month** (gross) after the probationary period. The employer withholds from the wages payable the personal income

tax, and unemployment insurance premium, and contribution to funded pension. In addition, the employer pays the social tax and unemployment insurance premium for the employee.

The recipient of the income and social tax, unemployment insurance premium, and contribution to mandatory funded pension is the Tax and Customs Board. Income tax is used to finance the governing activities of the state and local governments, social tax is used to finance public health insurance and first and second pension pillars. Unemployment insurance premium is used to finance unemployment insurance, which under certain conditions ensures protection to the employee by means of compensation, subsidies, and services in the event of unemployment. Mandatory funded pension tax is used to finance the second pension pillar.

3.2. Overtime work by the employee shall be agreed on a case-by-case basis. Overtime work is agreed on and compensated for in accordance with subsections 1, 6, and 7 of § 44 of the Employment Contracts Act (overtime work is presumably compensated for by paid time off or, by agreement by the parties, in cash at a rate of 1.5 times the wages).

3.3. The employer undertakes to pay wages to the employee once a month on the **X day** of every month. The wages are paid by cashless settlement by transfer to the employee's bank account determined by the employee.

4. HOLIDAY

4.1. The employee's annual holiday is **28 calendar days**.

4.2. The time of the annual holiday of the employee is specified in a holiday schedule.

4.3. Other additional leave is enabled to the employee on grounds and for a duration as prescribed by law. The employer compensates holidays for the employee pursuant to the procedure set out in the Employment Contracts Act, compensating annual holiday, study leave, and leave for caring for adult with profound disability for the employee.

4.4. If the employee is a person entitled to choose the time of holiday or leave, they are obliged to inform the employer thereof before the holiday schedule is drawn up.

5. OBLIGATIONS OF PARTIES

5.1. The employee undertakes to:

5.1.1. act in the interests of and loyally to the employer in the performance of their duties;

5.1.2. perform duties to the best of their knowledge and ability to the best benefit of the employer and in the most economically expedient manner;

5.1.3. communicate politely with the employer, co-employees, and third parties;

5.1.4. comply with the legal acts regarding data security and regulations established by the employer;

5.1.5. comply with occupational health and safety and fire safety requirements;

5.1.6. refrain from acts at the employer's which damage the property, honour, or dignity of other employees or third parties;

5.1.7. use and maintain the employer's property and work equipment prudently, and not to hand them over to a third party without the employer's permission;

5.1.8. undergo professional training (in-person training and e-training) in accordance with the duties, which the employee is required to complete within a specified period;

5.1.9. observe work discipline;

5.1.10. upon expiry of the contract regardless of the basis of expiry, return all of the assets entrusted to them by the employer and transfer records management no later than by the last day of employment.

5.2. The employer undertakes to:

5.2.1. ensure the employee with the work as set out in the contract and pay them wages and in the amount set out in clause 3 of the contract;

5.2.2. ensure the necessary means for the performance of the tasks agreed in the contract and provide the necessary occupational training (the training procedures are set out in the rules of work organisation);

5.2.3. grant holiday as prescribed and pay holiday pay to the employee;

5.2.4. ensure the agreed working and rest time and keep account of working time;

5.2.5. ensure working conditions corresponding to occupational health and safety requirements;

5.2.6. upon hiring the employee as well as during employment, introduce to the employee the fire safety, occupational health and safety requirements, and rules of work organisation established by the employer.

6. EMPLOYEE RESTRICTIONS

6.1. The employee undertakes to keep confidential during and after the validity of the contract confidential information in any format or medium and to prevent it from falling into the hands of unauthorised persons.

6.2. Confidential information is information which the employer has a legitimate interest in keeping secret, i.e. in particular, but not limited to:

6.2.1. any information established as an internal or other set of data which the access to or the use of

is restricted by any legislation;

6.2.2. the terms and conditions of agreements, contracts, including this contract, between the employer and third parties;

6.2.3. information about the information system, software, including passwords of the employer and third parties;

6.2.4. data of accounting records of the employer and third parties;

6.2.5. internal documentation, including correspondence, of the employer and third parties;

6.2.6. information about the contractual partners of the employer and third parties;

6.2.7. any other information the disclosure of which without the consent of the persons concerned, could be damaging to them or the employer.

6.3. The information referred to in clause 6.2 of the contract shall be considered confidential information until the employer's representative has not disclosed the information or authorised its disclosure.

Disclosure by the employer is understood to mean the disclosure of information in the name of the employer.

6.4. The information set out in clause 6.2 of the contract may be disclosed by the employee on occasions provided for by the legislation of the Republic of Estonia.

6.5. The obligation referred to in clause 6.1 of the contract is termless and obligation of confidentiality is not terminated by the expiry of any employment contracts or other contracts under the law of obligations between the parties.

7. OTHER TERMS

7.1. In addition to this contract, the obligations of the parties also arise from laws, regulations, the job description, and rules and policies established by the employer. Any terms and conditions prescribed by the employer are to be notified to the employee either in writing or by e-mail. The parties have agreed that the employee is obliged to examine them and to act in compliance with them. The employee is obliged to comply with the employer's rules on work organisation.

7.2. Amendments to and expiry of this contract are drawn up in writing and enter into force upon signing by both parties or on a date specified by the parties. Upon cancellation of the contract, the parties shall adhere to the Employment Contracts Act.

7.3. The parties have the right to cancel the contract on grounds and pursuant to the procedure prescribed in the Employment Contracts Act. The declaration of cancellation of the employment contract must be submitted in a format reproducible in writing, for example, by e-mail, letter, or SMS. The employer is obliged to justify the cancellation, whereas the employee is obliged to justify the extraordinary cancellation of the employment contract. Cancellation shall be justified in a format which can be reproduced in writing. The cancelling party must give the other party advance notice of the cancellation of the contract as prescribed in §§ 37, 96, 97, 98, or 103 of the Employment Contracts Act.

7.4. The employee authorises the employer to process their personal data to the extent necessary for the performance of the reciprocal rights and obligations under the contract. In so doing, the employer has the right to use authorised processors of personal data.

7.5. The parties aim to settle disputes arising from the contract through negotiations between the parties. If an agreement cannot be reached, the dispute will be settled in accordance with the procedure prescribed by legislation in force in the Republic of Estonia.

7.6. The contract has been signed digitally by the parties.

Signatures of the parties

Employer

(signed digitally)

Employee

(signed digitally)

First name Last name

Position

First name Last name