

Violating the term for notice when cancelling the employment contract can result in a claim for compensation against the violating party

Situations where an employer or an employee have not abode by the minimum term for notice provided by the law are quite common. However, these situations can result in material damage for both parties.

The Employment Contracts Act provides possibilities to claim compensation from the violating party to discipline both employers and employees to abide by the minimum term for notice.

For example, the Supreme Court has emphasized that quitting your job before the term for notice provided by the law has passed, can also be considered a violation of the employment contract. Related cases can be found in judicial practice, where the court has decided that the employer has the right to claim compensation from the employee, because said employee has left their job before the 30-day term for notice had passed. Even then, the employer must be able to prove the extent of the damage the employee has caused them by leaving before the prescribed deadline.

Proving the extent of caused damages may be expensive and time consuming which can cause additional expenses to the employer. One way to avoid problems related to claim for compensation is to agree on a fine in the employment contract, which will be enforced if the employee should violate the minimum term of notice prescribed by the law.

Need more information about how to protect your rights in a situation where an employee has violated the minimum term for notice provided by the Employment Contracts Act? Contact us!



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