

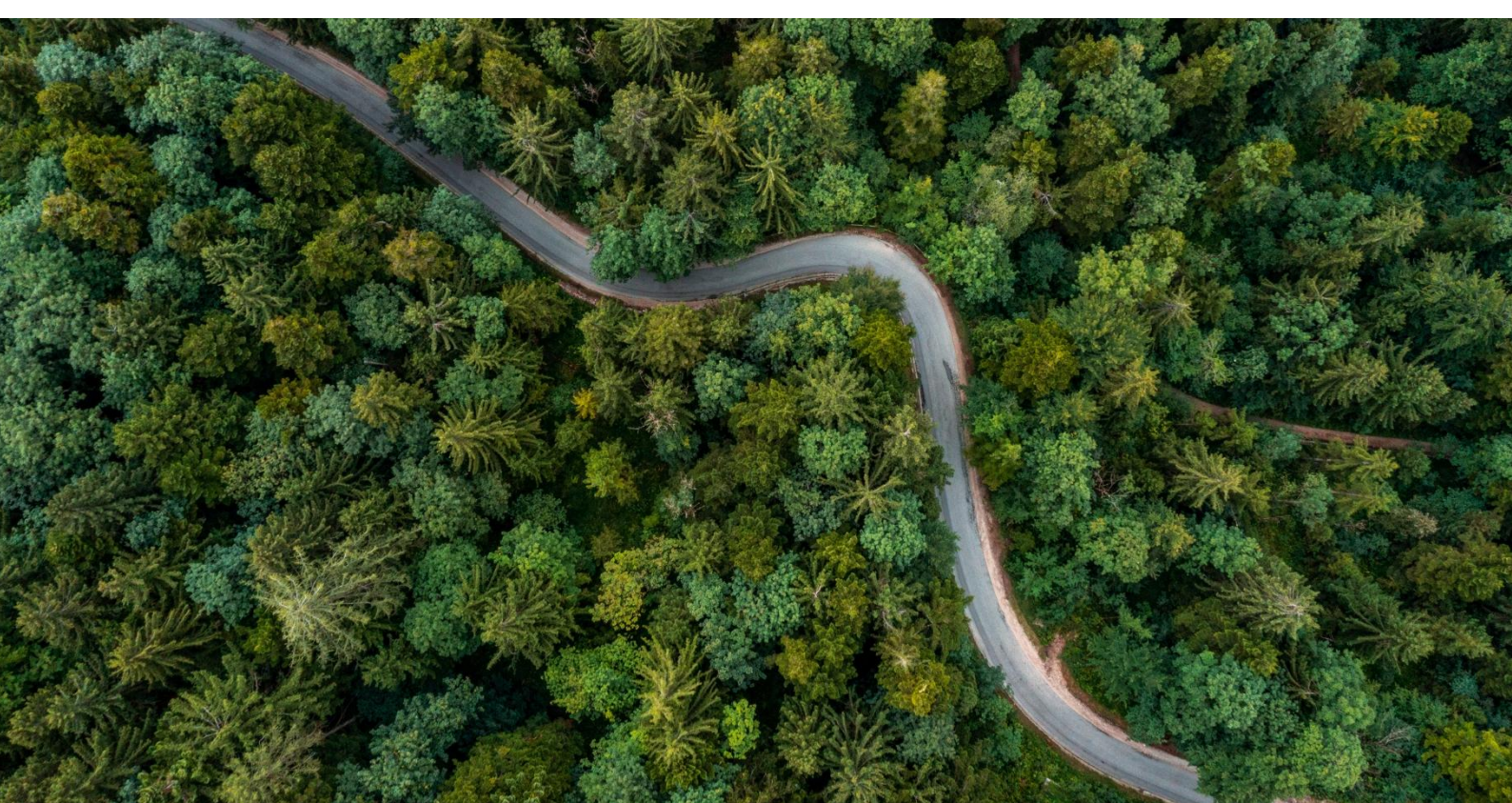
Employment contract with flexible working hours – a new possibility in Estonian law

February 2026

On 13 February 2026, amendments to the Employment Contracts Act will enter into force.

What will change?

- The option to conclude flexible working time agreements and the prohibition on agreeing on working hours as a time range
- Weekly rest periods include daily rest periods



Dear reader,

We would like to inform you that on 13 February 2026, amendments to the Employment Contracts Act will enter into force.

The option to conclude flexible working time agreements and the prohibition on agreeing on working hours as a time range

The amendment provides for the possibility to organise working time according to the needs of the employer and the employee, i.e. the possibility to conclude **flexible working time agreements**. This means that, if desired, it is possible to agree on working time as a range of hours so that, in addition to the agreed working hours, the employee can also work additional hours. Additional hours are not considered overtime.

At the same time, a rule has been set out that prohibits working hours from being agreed as a range, unless it is a flexible working time agreement.

In the case of a flexible working time agreement, it should be noted that certain conditions must be met in order to conclude such an agreement, including, for example:

- the agreed working time must be at least 10 hours over a seven-day period
- the agreed working hours and additional hours must not exceed full-time working hours
- the employee's hourly wage must be at least 1.2 times the minimum hourly wage (except in the case of a minor employee or if employee has worked for the employer for a short period of time)

Weekly rest periods include daily rest periods

In addition to the above change, the law will now explicitly state the principle that has been in practice until now, according to which weekly rest periods include daily rest periods. Thus, the law explicitly states a practice that has been in place in Estonia for a long time.

If you would like to know more about what a flexible working time agreement entails and what it must include, please feel free to contact us.

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