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Notice of terms and conditions of an extended collective agreement

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The Ministry of Social Affairs publishes a notice pursuant [to paragraph 4\(5\) of the Law on collective agreements \(KLS\)](#).

The Estonian hospital Association, the Estonian emergency relief Association and the Eesti Perearstide Selts as an association of employers and Estonian doctors, the Estonian professional Association of Health workers and the Estonian Association of nurses as employees' representatives (hereinafter referred to as "the parties") agreed as follows 1

1. General provisions on

1.1. For the purposes of the Agreement, “

” means: 1.1.1. “Doctor” means any person qualified as a doctor and occupying a post requiring a doctor's qualification;

1.1.2. “Doctor-resident” means a doctor who undergoes a specialisation in a resident environment;

1.1.3. “Specialist medical practitioner” means a person registered as a specialist medical practitioner who provides specialist medical care, general medical care or emergency therapy;

1.1.4. “Nurse” means any person with the status of a nurse who holds a post requiring the qualification of a nurse;

1.1.5. “Midwife” means any person qualified as a midwife who occupies a position requiring qualifications as a midwife;

1.1.6. Health support Officer — physiotherapist, chief operating therapist, radiological technician, bioanalyst working in a

qualified post 1.1.7. “Emergency medical device” means a Member of an ambulance bargaining board who has completed emergency medical training of at least 400 hours and is additionally entitled to drive an alarm vehicle;

1.1.8. “Emergency medical technician” means a Member of an emergency ambulance board with the invitation of an emergency medical technician;

1.1.9. “Nursing staff” means carers, nurses, nurses, nurses, assistants who occupy a post designated as such and are involved in the provision of health care.

1.2. In matters not governed by the Agreement, half of the law of the Republic of Estonia and other legislation are governed by the law of the Republic of Estonia.

2. Minimum rates of pay in

2.1. Set the minimum rate of pay from 01.04.2017. at EUR 10.53 per hour for doctors; EUR 10.90 per hour for specialist doctors; EUR 6.03 per hour for nurses, midwives and healthcare support staff; EUR 5.13 per hour for emergency medical teams; EUR 5.43 per hour for emergency medical technicians; and EUR 3.70 per hour for nursing staff.

2.2. Fixes the minimum rate of pay from 01.04.2018.a at EUR 11.35 per hour for doctors, EUR 12.00 per hour for specialist doctors, EUR 6.85 per hour for nurses, midwives and healthcare support staff, EUR 5.82 per hour for emergency medical teams, EUR 6.17 per hour for emergency medical technicians and EUR 4.20 per hour for nursing staff.

3. Hours worked by doctors-residents and

of remuneration 3.1. The paid hours of work of doctors-residents are 40 hours per week.

3.2. The minimum rate of pay for a doctor-resident shall be equal to the minimum rate of pay for a doctor.

3.3. Doctors' residents shall be entitled to participate, within working hours, in the theoretical training covered by the residents' programme.

4. Hours of work, rest and leave in

4.1. Compilation of working time in

In the case of aggregated working time, the reference period shall not exceed 4 months.

The work schedule shall record all planned hours of work.

6. Workload on

6.1. Standard of out-patient work in specialised medical

6.1.1. the initial admission of the doctor and his auxiliary sister is 25 minutes, the duration of the repeated admission is 15 minutes, the duration of the independent initial admission of the sister is 30 minutes;

6.1.2. in psychiatry, the period of hospitalisation is 55 minutes in active therapy, 30 minutes in support therapy;

6.1.3. in the case of full-time non-hospital work, the working day of 8 hours shall be 7 hours, 1 hour shall be for other duties, and in the case of part-time work the total period of time of reception and other duties shall be reduced proportionately;

6.1.4. both primary and recurring patients are registered for reception;

6.1.5. burden assessment is based on the number of patients received per quarter;

6.1.6. a written agreement between the employee and the employer is permissible, but the employee may not be compelled to do so:

(a) work more intensively, where the worker and the employer have agreed on the performance and remuneration of additional work; in the case of more intensive work, the worker and the employer are equally responsible for the quality of the work.

(b) work with less intensity and extend the total reception time per working day to a maximum of 8 hours.

7. Extension of the contract to

7.1. The terms and conditions laid down in points 2, 3, 4.1 and 6.1 of the agreement are extended, within the meaning of paragraph 4(4) of the Law on collective agreements, as follows:

7.1.1 on the employers' side, to all establishments and undertakings providing health services on the basis of a licence issued by the Health Authority and financed under a contract for the financing of medical care concluded with the Health Insurance Fund or from the State budget;

7.1.2 on the employees side, to all employees referred to in points 1.1.1 to 1.1.9 of the contract working in establishments and undertakings referred to in point 7.1.1 of the contract.

9. Validity of the contract and procedure for amending it in the

9.1. The Agreement shall enter into force from the moment of signature, paragraph 2 shall apply retroactively from 01.04.2017.a and shall expire on 31 December 2018.

9.2. Amendments to the Agreement may be made by agreement of the Parties. Any Party wishing to make changes shall inform the other Parties thereof in writing. Changes shall be made in writing.

9.3. The parties are required to comply with the terms and conditions agreed in the contract until a new collective agreement is concluded. During the term of the Agreement, the Parties undertake not to protest or close labour on the basis of a change in the terms of the Agreement (to maintain labour peace).

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