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# REPUBLIC OF LITHUANIA

# LABOUR CODE

(As last amended on 9 December 2010 – No XI-1219)

## PART I
## GENERAL PROVISIONS

## CHAPTER I
## LABOUR LAWS AND RELATIONSHIPS REGULATED BY LABOUR LAWS

**Article 1. Relationships Regulated by the Labour Code of the Republic of Lithuania**

1. This Code shall regulate employment relationships connected with the exercise and protection of employment rights and the fulfilment of employment obligations established in this Code and other regulatory acts.

2. The limits of regulation of individual spheres of employment relationships shall be established by this Code, as well as by other laws and Government resolutions in accordance with the limits established by this Code.

**Article 2. Principles of Legal Regulation of Employment Relationships**

1. The regulation of relationships referred to in Article 1 of this Code shall be subject to the following principles:

1) freedom of association;

2) freedom of choice of employment;

3) state aid to persons in realising the right to employment;

4) equality of subjects of labour law irrespective of their gender, sexual orientation, race, nationality, language, origin, citizenship and social status, religion, marital and family status, age, beliefs or views, membership in political parties and public organisations, factors that are not related to the employee's professional qualities;

5) provision of safe and healthy working conditions;

6) fair remuneration for work;

7) prohibition of all forms of forced and compulsory labour;

8) stability of employment relationships;

9) uniformity of labour laws and their differentiation on the basis of working conditions and psychophysical qualities of employees;

10) freedom of collective bargaining for the purpose of reconciliation of interests of employees, employers and the state;

11) liability of the parties to collective agreements for their obligations.

2. The state must support the implementation of employment rights. Employment rights may in exceptional cases be restricted only by law or by a court decision where such restrictions are necessary in order to protect public order, the principles of public morals, as well as the health, life, property, rights and legitimate interests of members of the public.

**Article 3. Sources of Labour Law**

1. The sources of labour law shall comprise the Constitution of the Republic of Lithuania, international treaties to which the Republic of Lithuania is a party, EU legal norms regulating employment relationships, this Code, other laws and regulatory acts consistent with these laws, regulatory provisions of collective agreements.

2. Government resolutions and other regulatory acts may regulate employment relationships only in the cases and to the extent determined by this Code and other laws.

**Article. 4. Labour Laws and other Regulatory Acts**

1. Labour laws shall establish:

1) the scope, tasks and principles of labour law;

2) legal grounds of the employment of the population;

3) rules for concluding and implementing collective agreements, as well as the liability of the parties for their obligations;

4) conditions of remuneration for work in enterprises, establishments and organisations financed from the state and municipal budgets;

5) maximum working time and minimum rest periods;

6) the amount of minimum benefits, guarantees, compensations and the level of other employment rights;

7) basic employee safety and health standards and rules;

8) rights of trade unions and other employees' representatives in the sphere of employment;

9) basic provisions of professional education and in-service training;

10) grounds for ensuring labour discipline;

11) conditions and amount (limits) of material liability;

12) basic provisions of the supervision of and control over compliance with labour laws.

2. The Government, other state and municipal institutions shall have the right to adopt, within their respective competence, regulatory acts on the issues relating to the regulation of employment relationships. The Government may not adopt regulatory acts putting employees in a worse position as compared to that established by this Code and other labour laws. The provisions of regulatory acts of other state and municipal institutions putting employees in a worse position as compared to that established by this Code and other labour laws shall be null and void.

3. Enterprises, establishments and organisations may, within their respective competence and in the manner prescribed by laws, adopt internal (local) regulatory acts establishing working conditions other than those regulated by labour laws and other regulatory acts referred to in paragraphs 1 and 2 of this Article, as well as providing for work, social and household allowances to employees or their groups in addition to those established by laws and other regulatory acts.

4. Tripartite agreements, collective agreements and internal (local) regulatory acts on working conditions putting employees in a worse position as compared to that established by this Code, laws and other regulatory acts shall be null and void. In the cases where this Code and other laws do not directly prohibit subjects of legal employment relationships from establishing, of their own accord and by agreement, mutual rights and obligations, these subjects must observe the principles of equity, reasonableness and fairness.

**Article 5. Scope of Labour Laws**

1. Labour laws and other regulatory acts shall be applied to employment relationships in the territory of the Republic of Lithuania regardless of whether a person is employed in Lithuania or has been posted by his employer abroad.

2. Employment relationships which arise when persons are employed on board ships or on board aircraft shall be regulated by labour laws and other regulatory acts of the Republic of Lithuania when these ships are flying the national flag of the Republic of Lithuania or the aircraft is marked with the symbols of Lithuania. Labour laws, other regulatory acts of the Republic of Lithuania shall be applied to persons working on other means of transport if the employers who own these means of transport fall within the jurisdiction of the Republic of Lithuania.

3. Where an employer is a foreign state, the Government or an administrative unit or a unit operating as a diplomatic mission, foreign organisation or person, laws and other regulatory acts of the Republic of Lithuania shall apply to employment relationships with residents of the Republic of Lithuania to the extent they do not violate diplomatic immunity.

4. (Repealed).

**Article 6. Application of Foreign Law**

1. Foreign law shall apply to employment relationships where this is provided for by international treaties to which the Republic of Lithuania is a party, laws of the Republic of Lithuania or agreements between the parties to the contract of employment.

2. Foreign law shall not apply where the application thereof is contrary to public order established by the Constitution and other laws of the Republic of Lithuania. In such cases labour laws of the Republic of Lithuania shall be applied.

3. The mandatory provisions of the labour law of the Republic of Lithuania shall be applied regardless of the fact that the parties have chosen to apply foreign law.

**Article 7. Law Applicable to Employment Relationships of International Character**

1. The parties to a contract of employment may choose the law applicable both to the entire contract of employment and to a part thereof. The choice must be explicit or implicit from the conditions of the contract of employment or other circumstances. The choice by the parties of the applicable law shall not invalidate in the sphere of employee protection the mandatory legal provisions of the state whose laws would apply in the absence of an agreement between the parties on the applicable law.

2. In case of failure by the parties to choose the applicable law by an agreement between them, the said law shall be chosen based on the following principles:

1) in case of permanent employment in one state, the labour law of that state shall be applied irrespective of the employee temporarily working in another state;

2) if the employee has no permanent employment in any state, the labour law of the state where the employer has his principal place of business (headquarters) shall be applied;

3) if all the existing circumstances allow to conclude that employment relationships are connected to a greater extent with the state other than the one whose law is applicable according to the principles listed in paragraphs 2(1) and 2(2) of this Article, the labour law of that other state with which these employment relationships are connected to the greatest extent shall be applied.

**Article 8. International Treaties**

1. Where international treaties to which the Republic of Lithuania is a party establish rules other than those laid down by this Code and other labour laws of the Republic of Lithuania, the rules of the international treaties to which the Republic of Lithuania is a party shall be applied.

2. International treaties to which the Republic of Lithuania is a party shall be directly applied to employment relationships, except in cases where international treaties provide that the application thereof requires a special regulatory act of the Republic of Lithuania.

**Article 9. Analogy of Law and Legislation**

1. Where labour law has no direct provision regulating a certain relationship, the provisions of labour law regulating a similar relationship shall apply.

2. Where the analogy of labour regulatory acts cannot be applied, provisions of other branches of law regulating similar relationships shall apply according to the basic principles and spirit of labour laws.

3. Application by analogy of special legal provisions establishing exceptions from the general rules shall not be allowed.

4. Where relationships referred to in Article 1 of this Code are not regulated by labour regulatory acts, and provisions of other branches of law which regulate similar relationships may not be applied to them, the arising disputes shall be settled subject to the principles listed in paragraph 1 of Article 2.

**Article 10. Principles of Interpretation of Provisions of the Labour Code**

1. The provisions of this Code shall be interpreted having regard to the system and structure of the Code in order to ensure the uniformity of the Code and the compatibility of its individual constituent parts.

2. The words and word combinations used in the Code shall be interpreted in their general meaning except for the cases when it can be inferred from the context that the word or combination of words is used in its special – legal, technical or other – meaning. In case of a contradiction between the general and special meaning of a word, the special meaning of the word shall be given priority.

3. When determining the actual meaning of the provision, the tasks and objectives of the Code and the provision being interpreted shall be taken into account.

**Article 11. Implementation of Labour Laws**

1. In case of a contradiction between a provision of this Code and provisions of another law or regulatory act, the provision of this Code shall apply.

2. Should there be contradictions between the provisions of labour regulatory acts, the provision which is more beneficial for the employee shall apply.

**Article 12. Validity of Labour Laws**

Labour laws and other regulatory acts regulating employment relationships shall have no retroactive effect.

## CHAPTER II
## SUBJECTS OF LABOUR LAW

**Article 13. General Legal Capacity of Natural Persons in Employment Relationships**

1. Capacity to have employment rights and obligations (legal capacity in employment relationships) shall be recognised equally to all citizens of the Republic of Lithuania. Foreign nationals and stateless persons, who are permanently residing in the Republic of Lithuania, shall have the same legal capacity in employment relationships in the Republic of Lithuania as its citizens. Exceptions may be provided for by laws.

2. A person shall acquire full legal capacity in employment relationships and capacity to acquire employment rights and undertake employment obligations when he

reaches sixteen years of age. Exceptions shall be provided for by this Code and other labour laws.

**Article 14. General Legal Capacity of Employers in Employment Relationships**

1. Employers shall acquire general legal capacity in employment relationships from the moment of their establishment.

2. Employers shall acquire employment rights and undertake employment obligations as well as exercise the above rights and fulfil the above obligations through their bodies and administration. The said bodies shall be formed and act in accordance with laws and the activity documents of employers. Owners of individual (personal) enterprises, farmers and employers-natural persons may exercise employment rights and fulfil employment obligations themselves.

**Article 15. Employee**

An employee is a natural person having general legal capacity in employment relationships pursuant to Article 13 of this Code and employed under a contract of employment for remuneration.

**Article 16. Employer**

1. An employer may be an enterprise, establishment, organisation or any other organisational structure irrespective of the form of ownership, legal form, type and nature of activities, which has general legal capacity in employment relationships pursuant to Article 14 of this Code.

2. An employer may also be any natural person. General legal capacity of an employer (natural person) shall be regulated by the Civil Code.

**Article 17. Staff**

The staff shall comprise all employees connected with the employer by employment relationships.

## CHAPTER III
## REPRESENTATION OF LABOUR LAW SUBJECTS

**Article 18. Basic Principles of Representation**

1. Employees and employers may acquire, change, waive or defend employment rights and obligations through the entities representing them. Employees and employers may be represented both in collective and individual employment relationships. Representation in collective employment relationships shall be regulated by this Code, whereas representation in individual employment relationships shall be regulated by the Civil Code insofar as such regulation is consistent with this Code.

2. Representation in collective employment relationships based on the effective labour laws shall occur without the expression of will of an individual employee provided that such entity or person represents the will of the majority of employees. Joint obligations assumed under such representation shall be binding on all the employees who fall within the scope of such obligations, even though individually they have not given special authorisation to the entity of collective representation.

**Article 19. Employees' Representatives**

1. The rights and interests of employees under employment relationships may be represented and protected by trade unions. Where an enterprise, establishment or organisation has no functioning trade union and where a staff meeting has not

transferred the function of employee representation and protection to the trade union of the respective sector of economic activity, the employees shall be represented by the works council elected by secret ballot at a general staff meeting.

2. The interests of both the employees and the employers may not be represented and protected by one and the same person.

**Article 20. Trade Unions**

When protecting employment, professional, economic and social rights and interests of the employees, trade unions shall be guided by laws regulating the activities of trade unions, this Code and their respective regulations.

**Article 21. Works Council**

1. The status of works councils and the procedure of their formation shall be established by law.

2. The works council shall have all the rights of the entities of collective representation where an enterprise, establishment or organisation has no functioning trade union and where a staff meeting has not transferred the function of employee representation and protection to the trade union of the respective sector of economic activity (paragraph 1 of Article 19 of the Code).

3. The works council may not perform functions recognised under laws as the prerogative of trade unions.

**Article 22. Rights of Employees' Representatives**

1. The employees' representatives shall have the following main rights of collective representation:

1) to conclude collective agreements, supervise the implementation thereof;

2) to submit proposals to the employer concerning the organisation of work in the enterprise;

3) to organise and manage strikes and other lawful measures which the employees have the right to take;

4) to submit proposals to state and municipal institutions;

5) to exercise non-governmental supervision of and control over compliance with labour laws;

6) to protect the rights and interests of the employees when the employer takes decisions concerning collective redundancies, the reorganisation of the enterprise, establishment or organisation and other decisions that are likely to have substantial effects on the legal status of the employees;

7) to receive information and have consultations with employers about the current and future activities of the enterprise (structural division), its economic situation and the status of employment relationships, as well as prior to taking decisions that are likely to have substantial effects on the organisation of work in the enterprise and the legal status of the employees;

8) to appeal to the court against decisions and actions of the employer and persons authorised by him if the said decisions and actions are contrary to legal norms and agreements or violate the rights of the represented person.

2. The entities representing the employees shall also carry out other actions representing the interests of the employees in employment relationships as well as complying with laws and not interfering with *bona fide* relationships between the parties. If the competence of the employees' representatives is not defined by laws, the remit of their competence shall be determined by the staff in the collective agreement.

**Article 23. Employers' Rights and Obligations Relating to the Employees' Representatives**

1. An employer must:

1) respect the rights of the employees' representatives and not interfere with their activities. The activities of the employees' representatives may not be terminated at the employer's will;

2) when making decisions that may affect the legal status of the employees, hold consultations with the employees' representatives and, in cases provided for by laws, obtain their consent;

3) not delay collective bargaining;

4) consider the proposals submitted by the employees' representatives within the term set in this Code or, where no term is set, within one month and give a reasoned response thereto in writing;

5) provide free of charge the minimum information on work-related issues concerning the activities of the enterprise;

6) provide conditions for the employees' representatives to perform their functions;

7) perform other obligations provided for by collective agreements;

8) ensure other rights of the employees' representatives provided for by laws.

2. Should the employees' representatives infringe the employer's rights, laws or agreements, the employer shall have the right to apply to the court in accordance with the procedure established by laws requesting termination of the activity infringing his rights, laws or agreements.

**Article 24. Representatives of Employers**

1. An employer shall be represented both in collective and individual employment relationships by the manager of an enterprise, establishment or organisation. Employers may also be represented in enterprises by other persons (the administration) under the law or authorisation. The administration shall be comprised of officers who are entitled to give binding directions within their competence to the employees subordinate to them. The officers of the administration shall carry out operational management of an enterprise, establishment and organisation in accordance with laws and founding documents of the respective enterprise, establishment and organisation.

2. The manager of an enterprise, establishment or organisation shall be entitled, within his competence, to delegate part of his powers in the sphere of labour law to a natural or legal person.

3. Employers shall be represented in the social partnership on the national, sectoral (production, services, professional), territorial (municipality, county) level by employers’ organisations (their associations, federations, confederations, etc.). Employers’ organisations shall mean public legal persons operating under the Law on Associations, which represent the rights and interests of their member employers in the social partnership in accordance with their articles of association (statutes).

4. Employers which are enterprises, establishments or organisations financed from the state and municipal budgets, the budget of the State Social Insurance Fund and resources of other funds established by the State shall be represented in the social partnership on the national, sectoral (production, services, professional), territorial (municipality, county) level by the founder of the respective enterprise, establishment and organisation or an institution authorised by it, which has the rights and obligations of an employers’ organisation set forth in this Code.

## CHAPTER IV

## TIME LIMITS

**Article 25. Definition of a Time Limit**

1. A time limit set by a labour law, agreement or decision of a labour dispute (conflict) resolution body may be defined by a calendar date or a certain time period.

2. A time limit may also be defined by reference to an event that must inevitably occur.

**Article 26. Calculation of Time Limits**

1. A time limit defined by a certain time period shall start on the day following the calendar day or event that marks the beginning of the time limit.

2. Time limits calculated in years, months or weeks shall end on the relevant day of the year, month or week. Where a time limit calculated in months ends in the month which does not have an appropriate day, the time limit shall end on the last day of the month. Where it is not possible to determine exactly the starting month of the time limit which is calculated in years or the starting day of the time limit which is calculated in months, the last day of the time limit shall be considered to be, accordingly, the thirtieth day of June or the fifteenth day of the month.

3. A time limit defined by weeks or calendar days shall also cover weekends and holidays. Should the last day of the time limit fall on a non-working day, the next working day thereafter shall be considered as the end of the time limit. Unless otherwise established by laws, a time limit calculated in days shall be calculated in calendar days.

4. If a time limit is set for the performance of a certain action, the action may be performed by 24.00 (midnight) of the last day of the time limit. However, if an action has to be performed in a certain enterprise, establishment or organisation, the time limit shall expire at the hour when appropriate operations are terminated in that enterprise, establishment or organisation.

5. Written applications and notices delivered to the post office, telegraph or any other communications institution by 24.00 (midnight) of the last day of the time limit shall be considered to have been filed on time.

**Article 27. Limitation of Actions**

1. Limitation of actions shall mean a period of time specified by laws within which a person may bring an action in defence of his infringed rights.

2. The general period of limitation for relationships regulated by this Code shall be three years, unless shorter periods of limitation of actions are established for individual claims by this Code or other labour laws.

3. There shall be no limitation of actions regarding employee's claims for defence of his honour and dignity.

4. Labour laws may provide that limitation of actions shall not apply with respect to certain other claims.

5. Unless this Code and other labour laws contain special provisions regarding the application of limitation of actions, the provisions of the Civil Code and the Code of Civil Procedure shall apply to limitation of actions.

**Article 28. Extinctive Time Limits**

1. Labour laws may establish time limits upon the expiry whereof rights and obligations related thereto shall extinguish (extinctive time limits).

2. Extinctive time limits, save for the exceptions set forth in labour laws, may not be suspended, extended or renewed.

**Article 29. Procedural Time Limits**

The time limits set in labour laws for out-of-court and judicial proceedings shall be subject to the provisions of the Code of Civil Procedure relating to the application and calculation of these time limits, save for the exceptions set forth in labour laws.

**Article 30. Length of Service**

1. Length of service shall mean a period of time during which a person had employment relationships regulated by this Code, as well as other periods which under regulatory acts or collective agreements may be included in the length of service which is taken into account by labour laws, other regulatory acts and collective agreements with regard to certain employment rights or additional guarantees and privileges. Length of service may be:

1) general, covering all periods of time when a person had legal employment relationships, as well as other periods that may be included in the length of service;

2) special, covering periods of employment in a certain profession, speciality or in a certain office or under certain working conditions, as well as periods that may be included in the special length of service;

3) length of service in a particular enterprise, establishment or organisation which covers the period of employment with the respective employer, as well as periods which may be included in the above length of service. Any change of the owner of the enterprise, establishment or organisation or changes in their subordination, their founders or names, as well as their merger or division by the formation of a new enterprise, establishment or organisation, division by acquisition, or merger by acquisition shall not affect the length of service in the respective enterprise, establishment or organisation;

4) uninterrupted period of service covers the period of employment in one enterprise, establishment, organisation or several enterprises, establishments or organisations if the person is transferred from one place of employment to another by agreement between the employers or on other grounds without interrupting the length of service or provided that the break in employment is within the set time limits.

2. The procedure for calculating the length of service, as specified in paragraphs 1(2), 1(3) and 1(4) of this Article, in enterprises, establishments and organisations financed from the state or municipal budgets shall be laid down by the Government and in other places of employment – by collective agreements.

## CHAPTER V
## CONTROL OVER COMPLIANCE WITH LABOUR LAWS

**Article 31. Bodies Exercising Control over Compliance with Labour Laws**

Control over compliance with labour laws, other regulatory acts and collective agreements shall be exercised by state and non-state bodies.

**Article 32. State Control over Compliance with Labour Laws, Collective Agreements and Prevention of Infringements**

Control over compliance by employers with the regulatory provisions of this Code, labour laws, other regulatory acts and collective agreements shall be exercised and prevention of infringements of the said acts shall be effected by the State Labour Inspectorate and other institutions, within their competence established by laws.

**Article 33. Non-state Control over Compliance with Labour Laws, Collective Agreements**

Non-state control over compliance with labour laws, other regulatory acts, collective agreements shall be exercised by trade unions, inspectorates within their chain of command and other institutions operating in accordance with laws and other regulatory acts.

## CHAPTER VI
## EXERCISE AND PROTECTION OF EMPLOYMENT RIGHTS

**Article 34. Grounds Giving Rise to Employment Rights and Obligations**

Employment rights and obligations may arise, change or expire:

1) under this Code and other laws, contracts of employment, collective agreements and other arrangements which, though not provided for by laws, are not contrary to them;

2) under court judgements;

3) under administrative acts which result in legal consequences in employment matters;

4) as a result of the damage inflicted;

5) as a result of legal facts.

**Article 35. Exercise of Employment Rights and Fulfilment of Employment Obligations**

1. While exercising their rights and fulfilling their obligations, employers, employees and their representatives must comply with laws, respect the rules of communal life and act in good faith, adhere to the principles of reasonableness, equity and fairness. Abuse of one's right shall be prohibited.

2. Exercise of employment rights and fulfilment of employment obligations must not infringe upon other persons' rights and interests protected by laws. It shall be prohibited to hinder the formation of trade unions by the employees and to interfere with the lawful activities of the unions.

**Article 36. Protection of Employment Rights**

1. Employment rights shall be protected by laws except in cases when the rights are exercised inconsistently with their purpose, public interests, peaceful work, good usages or the principles of public morals.

2. Employment rights shall be protected by the court or any other dispute resolution body in accordance with the procedure established by laws and in one of the following ways:

1) by recognising the said rights;

2) by restoring the situation that existed before the infringement of the right and preventing performance of the acts infringing upon the right;

3) by obligating to perform the obligation in kind;

4) by terminating or modifying the legal relationship;

5) by recovering from the person who has infringed upon the right the pecuniary or non-pecuniary damage or, in the cases prescribed by laws, also penalty charges or late payment interest;

6) in other ways established by laws.

3. By way of exception, only the courts shall have the prerogative to protect employment rights under laws in the following ways:

1) by recognising as invalid the acts adopted by state institutions or individual officers where the said acts are contrary to laws;

2) by not applying the act adopted by a state institution, municipality or individual officer where the said act is contrary to laws.

4. Employment rights shall be protected by trade unions in accordance with the procedure established by laws regulating their activities.

5. In the cases specifically established by labour laws employment rights shall be protected under administrative procedure.

6. A person whose right has been infringed may claim damages unless otherwise established by labour laws.

7. Labour honour and business repute shall be protected pursuant to the Civil Code except in cases where this Code or other laws establish other procedure and ways for protecting labour honour and business repute.

**Article 37. Protection of Employment Rights by Employees Themselves**

Employees shall be permitted to protect their employment rights themselves only in the cases established by this Code.

**Article 38. Liability**

Liability for any infringement of the rights and obligations established by this Code shall be determined by this Code, laws, other regulatory acts, collective agreements and other arrangements.

## PART II
## COLLECTIVE EMPLOYMENT RELATIONSHIPS

### CHAPTER VII
### GENERAL PROVISIONS

**Article 39. Reconciliation of Interests of Subjects of Employment Relationships**

With the view of embodying social partnership, this Code and other laws shall establish that social partnership may be realised by way of bargaining and agreements.

**Article 40. Concept and Principles of Social Partnership**

1. Social partnership shall mean the system of interrelationships between representatives of employees and employers and their organisations and, in certain cases specified by this Code and other laws, also state institutions with a view to reconciling the interests of the subjects of employment relationships.

2. Social partnership shall be based on the following principles:

1) free collective bargaining;

2) voluntary and independent assumption of responsibilities binding the parties;

3) inviolability of the existing legal system;

4) actual fulfilment of responsibilities;

5) provision of objective information;

6) mutual control and accountability;

7) equality of parties, goodwill and respect for legitimate mutual interests.

**Article 41. Parties of Social Partnership**

Representatives of employees and employers and their organisations shall be considered to be parties of social partnership – social partners. In case of a tripartite social partnership the Government and municipal institutions shall participate in the partnership on an equal basis with representatives of employees and employers and their organisations.

**Article 42. Levels of Social Partnership**

1. Social partnership may be developed on the following levels:

1) national;

2) sector (production, services, professional);

3) territorial (municipality, county);

4) enterprises, establishments or organisations and their structural divisions.

**Article 43. Forms of Social Partnership**

Social partnership shall be implemented:

1) through participation in the activities of bipartite or tripartite councils (commissions, committees);

2) through the exercise by employees' representatives of information and consultation rights and other rights of participation in the employer's decision-making processes;

3) by conducting collective bargaining and concluding collective agreements.

**Article 44. System of Social Partnership**

The system of social partnership shall be comprised of:

1) the Tripartite Council of the Republic of Lithuania;

2) other tripartite and bipartite councils (commissions, committees) formed in accordance with the procedure established by laws or collective agreements.

**Article 45. Tripartite Council of the Republic of Lithuania**

1. By agreement between social partners, the Tripartite Council of the Republic of Lithuania (hereinafter – Tripartite Council) shall be formed from the equal number of members enjoying equal rights: representatives of central (national) trade unions, employers' organisations and the Government.

2. The functions, rights, procedure of formation, organisation of work of the Tripartite Council shall be established in the Regulations of the Tripartite Council. The Regulations shall be approved by the parties specified in paragraph 1 of this Article. The Regulations of the Tripartite Council shall be amended and supplemented in accordance with the same procedure. The Regulations of the Tripartite Council, amendments and supplements thereto shall come into force in the manner specified therein.

3. The Regulations of the Tripartite Council, amendments and supplements thereto shall be published in *"Valstybės žinios"* (Official gazette).

4. Representatives of trade unions, employers' organisations and the Government shall furnish the Tripartite Council with the necessary information on the issues under consideration.

5. The Tripartite Council may conclude trilateral agreements on employment relationships and associated social and economic conditions, also on the regulation of mutual relationships between the parties to the agreement.

6. The Tripartite Council's agreements shall be published in *"Valstybės žinios"* by orders of the Prime Minister and come into force in the manner prescribed for the Government resolutions.

**Article 46. Other Trilateral and Bilateral Councils (Commissions, Committees)**

1. Other trilateral or bilateral councils (commissions, committees) may be established in accordance with the procedure prescribed by laws or collective agreements for addressing and resolving the issues of work, employment, employee safety and health and social policy implementation on the ground of trilateral and bilateral co-operation based on equal rights.

2. The procedure for the formation of such trilateral or bilateral councils (commissions, committees) and their functions shall be established in the regulations of the relevant councils (commissions, committees). In the cases established by laws these regulations shall be approved by the subjects specified by laws or the subjects of collective agreements.

**Article 47. Information and Consultation**

1. The employees' representatives shall have the right to information and consultation. Information shall mean the transfer of information (data) to the employees' representatives for the purpose of introducing them to the substance of the matter. Consultation shall mean the exchange of views and the establishment and development of dialogue between the employees' representatives and the employer.

2. The employer must regularly, at least once a year, inform the employees' representatives and hold consultations with them about the current and future activities of the enterprise (structural division), its economic situation and the status of employment relationships.

3. Prior to taking a decision on collective redundancies, the employer must inform the employees' representatives and hold consultations with them. Information must cover the reasons for the projected redundancies, the total number of employees and the number of employees to be made redundant by category, the period over which employment contracts are to be terminated, the criteria for the selection of employees to be made redundant, the conditions for the termination of employment contracts and other relevant information. Consultations must be held with a view to avoiding collective redundancies or reducing the number thereof, or mitigating the consequences of such redundancies.

4. Prior to taking a decision on the reorganisation of the enterprise and other decisions that are likely to have substantial effects on the organisation of work in the enterprise and the legal status of the employees, the employer must inform the employees' representatives and hold consultations with them about the reasons for such a decision, the legal, economic and social implications for the employees, as well as about any measures envisaged to avoid or mitigate the expected consequences.

5. Other cases, conditions and procedure of information and consultation shall be established by laws, collective agreements and agreements between the employer and the employees' representatives.

6. In the case of information provision, the employer must provide the employees and their representatives with information in writing in a timely manner free of charge and shall be responsible for the correctness of such information. Upon submitting a written obligation not to reveal any commercial/industrial or professional secret, the employees or their representatives shall have the right of access to information which constitutes a commercial/industrial or professional secret but is necessary for the performance of their duties. The employees and their representatives, irrespective of where they are and regardless of the termination of employment relationships or powers of representation, shall be prohibited from using for any other purpose or disclosing to the third persons any information which has been communicated to them as a commercial/industrial or professional secret. Access to State, official secrets and liability for the disclosure or unlawful use thereof shall be regulated by special laws.

7. Consultations concerning the information (data) communicated by the employer and the opinion expressed by the employees' representatives must be held in a timely manner, enabling employees' representatives to meet the competent decision-making representatives of the employer and obtain reasoned responses. Consultations

must be held with a view to reaching a decision satisfactory to both the parties. The results of consultations shall be recorded in the minutes.

8. The employer may refuse in writing to provide any information which constitutes a commercial/industrial or professional secret, or to undertake consultation with the employees' representatives when the nature of that information or consultation is such that, according to objective criteria, it would seriously harm the functioning of the undertaking concerned or would be prejudicial to it. The employees' representative, disagreeing with the decision of the employer, may, within one month, apply to the court. After the court's ruling that the refusal to provide information or undertake consultation is unjustified, the employer in question shall be obligated to provide such information or undertake consultation within a reasonable period of time.

9. The specific features of information and consultation procedures in Community-scale undertakings, Community-scale groups of undertakings, European companies and European cooperative societies shall be established by special laws.

10. In the absence of employees' representatives in the undertaking, in the cases specified in paragraphs 3 and 4 of this Article, the employer must inform the employees in advance directly or at a general staff meeting about the date of the execution of decisions taken, the reasons for such decisions, their legal, economic and social implications, as well as about any measures envisaged in respect of employees.

**Article 48. Collective Bargaining**

1. The subjects of collective employment relationships and their representatives shall reconcile their interests and settle disputes by way of negotiations. The party willing to negotiate shall present itself to the other party in the negotiations. The presentation shall be effected in writing and specify the reasons for negotiations. The party seeking negotiations must present clearly formulated demands or proposals.

2. The parties shall agree on the opening and procedure of the negotiations. In case of failure by the parties to reach an agreement on the above issue, the negotiations must be conducted within two weeks from the day the other party received the presentation for negotiations.

3. Collective bargaining must be conducted in good faith and without delay.

4. Parties to the collective agreement and their representatives shall have the right to demand from the other party to submit information on all issues relating to the negotiations. Information must be presented within one month from the day it was requested, unless otherwise agreed by the parties or their representatives.

5. The party which is bound to submit information shall have the right to demand the other party not to disclose the submitted information on other grounds. Disclosure of confidential information shall make the other party liable under laws.

6. The parties shall consult on the received information, the satisfaction of the submitted demands and their settlement procedure, the progress of negotiations and other issues.

7. Unless otherwise decided by the parties, the negotiations shall be deemed completed upon the signing of a collective agreement, drawing up of a protocol of disagreement or upon delivery by one of the parties to the other of a written notification of its withdrawal from the negotiations.

**Article 49. Types of Collective Agreements**

Collective agreements may be concluded on the following levels:

1) state (national) level;

2) sectoral (production, services, professional) or territorial (municipality, county) level;

3) enterprise (establishment, organisation) level or on the level of its structural division.

## CHAPTER VIII
## NATIONAL, SECTORAL AND TERRITORIAL COLLECTIVE AGREEMENT

**Article 50. Contents of a National, Sectoral and Territorial Collective Agreement**

1. A national, sectoral and territorial collective agreement shall be an agreement concluded in writing between trade union organisations (association, federation, centre, etc.) and employers' organisations (association, federation, confederation, etc.).

2. A collective agreement concluded on a sectoral level shall define the socio-economic development trends of the sector, the conditions of work organisation and remuneration for work as well as social guarantees of employees (professional groups).

3. A collective agreement concluded on a territorial level shall specify the conditions for dealing with certain work, socio-economic problems which reflect territorial peculiarities.

4. As a rule, the following shall be specified in a collective agreement concluded on a national, sectoral or territorial level:

1) terms and conditions of remuneration for work, working time and rest periods, safety and health of the employees;

2) system of remuneration for work in the event of rising prices or increasing inflation;

3) conditions of speciality acquisition, in-service training and retraining;

4) social partnership support measures which help to avoid collective disputes, strikes;

5) procedure for determining, changing and revising work quotas, time worked, supply of services, number of employees;

6) other working, social and economic conditions which are important to the parties;

7) procedure for amending and supplementing the collective agreement, period of validity, control of execution, liability for the violation of the agreement, etc.

**Article 51. Parties to a National, Sectoral and Territorial Collective Agreement**

1. Parties to a national collective agreement shall be the central (national) trade union organisations and employers' organisations.

2. Parties to a sectoral collective agreement shall be the trade union organisations and employers' organisations of an appropriate sector of industry (production, services, profession).

3. Parties to a territorial collective agreement shall be the trade union organisations and employers' organisations acting in the specified territory (municipality, county).

**Article 52. Scope of a National, Sectoral or Territorial Collective Agreement**

1. A national, sectoral and territorial collective agreement shall be applied in respect of those employers who:

1) were members of the associations of employers which signed the agreement;

2) joined the above associations after the signing of the agreement;

3) in the case specified in paragraph 4 of Article 24 of this Code, were included in the list of enterprises, establishments and organisations covered by the collective agreement attached to that national, sectoral or territorial collective agreement.

2. Where the provisions of a sectoral or territorial collective agreement are of consequence for an appropriate sector of production or profession, the Minister of Social Security and Labour may extend the scope of the sectoral or territorial collective agreement or separate provisions thereof, establishing that the agreement shall be applied with respect to the entire sector, profession, sphere of services or a certain territory if such a request has been submitted by one or several employees' or employers' organisations which are parties to the sectoral or territorial agreement.

3. Where several collective agreements are applicable in an enterprise, the provisions of the agreement which provide for more favourable conditions for the employees shall apply.

**Article 53. Procedure for Drawing up a National, Sectoral or Territorial Collective Agreement**

1. The drawing up of a national, sectoral and territorial collective agreement in accordance with the procedure established in Article 48 of this Code shall be initiated by the parties specified in Article 51 of the Code.

2. The procedure and time limits for drawing up, signing, supplementing and amending a national, sectoral and territorial collective agreement as well as other related issues shall be determined by the parties to the agreement.

**Article 54. Registration of a National, Sectoral or Territorial Collective Agreement**

1. A national, sectoral and territorial collective agreement shall be subject to registration upon application. The registration procedure shall be established by the Government. The national, sectoral and territorial collective agreement shall, within twenty days from the signing thereof, be submitted for registration by the party – the employers' organisation.

2. If the employers' organisation fails to register the national, sectoral and territorial collective agreement within the time limit set in paragraph 1 of this Article, the other party to the agreement – the trade union – shall acquire the right to submit the national, sectoral and territorial collective agreement for registration. The trade union shall submit the national, sectoral and territorial collective agreement for registration within ten days from the expiry of the time limit specified in paragraph 1 of this Article.

**Article 55. Validity of a National, Sectoral and Territorial Collective Agreement**

A national, sectoral and territorial collective agreement shall enter into force from the day of its registration and be valid until the date specified therein or until the conclusion of a new national, sectoral or territorial collective agreement.

**Article 56. Termination of a National, Sectoral and Territorial Agreement**

**A** national, sectoral and territorial collective agreement may be terminated in the cases and in accordance with the procedure established therein.

**Article 57. Control over the Implementation of a National, Sectoral and Territorial Collective Agreement**

The implementation of a national, sectoral and territorial collective agreement shall be controlled by the parties to the agreement or persons authorised by them to

that end, as well as by the institutions exercising control over compliance with labour laws.

**Article 58. Settlement of Disputes Arising during the Conclusion and Implementation of National, Sectoral and Territorial Collective Agreements**

1. Disputes arising over the conclusion and implementation of a national, sectoral and territorial agreement, as well as disputes over non-performance or improper performance of the collective agreement, leading to infringements of the collective interests and/or rights of employees shall be settled in accordance with the procedure established in Chapter X of this Code.

2. Disputes between individual employees and the employer over non-compliance or defective compliance with the normative provisions of the national, sectoral or territorial collective agreement shall be settled in accordance with the procedure for settling individual labour disputes (Chapter XIX of the Code).

## CHAPTER IX
## COLLECTIVE AGREEMENT OF AN ENTERPRISE

**Article 59. Collective Agreement of an Enterprise and its Coverage**

1. A collective agreement of an enterprise shall be a written agreement between the employer and the employees of the enterprise about working conditions, conditions of remuneration for work and other social and economic conditions. A collective agreement of an enterprise shall be concluded in all types of enterprises, establishments and organisations.

2. A collective agreement concluded in an enterprise shall be applicable to all the employees of the enterprise. Collective agreements may be concluded in branches, representative offices and structural divisions of the enterprise in accordance with the procedure established by the collective agreement of the enterprise and within the limits of the said collective agreement.

3. The specific features of conclusion of collective agreements of an enterprise in the national defence, police and state public administration services shall be established by laws regulating the activities of the respective services.

**Article 60. Parties to a Collective Agreement of an Enterprise**

1. The parties to a collective agreement of an enterprise shall be the staff of the enterprise and the employer, who, for the purposes of concluding such an agreement, shall be represented by the trade union functioning in the enterprise and the manager of the enterprise or authorised administrative officers.

2. Where several trade unions are active in an enterprise, the collective agreement of the enterprise shall be concluded by the joint representation of the trade unions and the employer.

3. The joint representation of the trade unions shall be formed by agreement between the trade unions. If the trade unions fail to reach an agreement on the formation of the joint representation of the trade unions, the decision on the representation shall be adopted by a staff meeting (conference).

4. Where an enterprise has no functioning trade union and where a staff meeting has not transferred the function of employee representation and protection to the trade union of the respective sector of economic activity, a collective agreement may be concluded between the employer and the works council in accordance with the regulations for concluding collective agreements as established in this Chapter.

**Article 61. Contents of a Collective Agreement of an Enterprise**

1. The parties to a collective agreement of an enterprise shall lay down in the agreement the working, professional, social and economic conditions and guarantees which are not regulated by laws and other regulatory acts or by a national, sectoral or territorial collective agreement or which are not contrary to the above-mentioned acts and do not put employees in a worse position.

2. The following conditions may be included in the collective agreement of an enterprise:

1) conditions for concluding, changing and terminating contracts of employment;

2) conditions of remuneration for work (provisions regarding wage rates, basic salaries, bonuses, additional pays, other benefits and compensatory allowances, systems and forms of remuneration for work and provision of incentives, setting of work quotas, indexing and payment of wages and salaries and settlement procedure as well as other provisions);

3) working time and rest periods;

4) provision of safe and healthy working conditions, granting of compensatory allowances and other privileges;

5) acquisition of a profession or speciality, in-service training, retraining and related guarantees and privileges, as well as guarantees provided during the period of vocational rehabilitation;

6) procedure for implementing the collective agreement of the enterprise;

7) exchange of information and consultations between the parties;

8) other working, economic and social conditions and provisions which are of consequence for the parties.

**Article 62. Drafting of a Collective Agreement of an Enterprise and its Consideration**

1. A commission shall be set up by the parties on a parity basis for drafting a collective agreement of an enterprise. The composition of the commission shall be specified in the protocol to the agreement between the parties. The date of the signing of the protocol shall be considered to be the commencement of collective bargaining.

2. When commencing the negotiations, the parties shall discuss what information they will present, time limits for the presentation thereof, the procedure and time limits for drafting a collective agreement of an enterprise.

3. If no agreement is reached on the information to be furnished, the procedure for drafting a collective agreement, the time limits of negotiations, the contents of the enterprise's collective agreement, a protocol of disagreement shall be drawn up. The protocol shall specify the measures proposed by the parties necessary for eliminating the reasons of disagreement and the time limit for resuming the negotiations.

4. The draft collective agreement of the enterprise agreed between the parties shall be submitted to the staff meeting (conference) for consideration. If the meeting (conference) does not approve of the submitted draft, the representatives of the parties shall amend and supplement it taking into account the comments and proposals made and within 15 days repeatedly submit to the staff meeting (conference) for consideration. If the staff meeting (conference) approves of the draft collective agreement of the enterprise, the collective agreement shall be signed by the representatives of the parties not later than within three days. If the draft collective agreement is not approved at the reconsideration stage, the staff meeting (conference) shall take a decision to reopen collective bargaining or to initiate a collective dispute.

5. A staff meeting shall be valid if attended by at least half of the employees of the enterprise (structural division), and in the case of a conference – if attended by at least two thirds of the delegates. If the required number of employees (delegates) are

not present at the meeting (conference), a repeat staff meeting (conference) must be convened within five days. A meeting shall be held valid if attended by one-fourth of the employees, and in the case of a conference – if attended by half of the delegates.

6. A staff meeting may be convened in the structural divisions of the enterprise in accordance with the procedure laid down in the enterprise's collective agreement. Voting results shall be established on the basis of the number of votes received at the said meetings.

7. Decisions shall be passed by a majority vote of those present at the meeting (conference), voting, at the choice of the staff meeting (conference delegates), by secret or open ballot.

**Article 63. Entry into Force and Period of Validity of a Collective Agreement of an Enterprise**

1. A collective agreement of an enterprise shall enter into force upon its signing, unless otherwise established in the agreement.

2. A collective agreement of an enterprise shall be valid until the signing of a new collective agreement of the enterprise or until the deadline set in the agreement. Where a fixed-term collective agreement of the enterprise has been concluded, the parties shall start negotiations for its renewal two months before the termination of its validity.

3. If an enterprise or a part thereof passes over from one employer who concluded a collective agreement of the enterprise to another employer, the provisions of the collective agreement shall apply to the new employer as well.

4. If bankruptcy proceedings have been instituted or extrajudicial bankruptcy procedures have been initiated in respect of the enterprise, the validity of the collective agreement of the enterprise shall be restricted under laws.

**Article 64. Amendments and Supplements to a Collective Agreement of an Enterprise**

The procedure for amending and supplementing a collective agreement of an enterprise shall be established in the collective agreement of the enterprise. If the procedure has not been established, the collective agreement of the enterprise shall be amended and supplemented in the same manner as the agreement is concluded.

**Article 65. Termination of a Collective Agreement of an Enterprise**

A collective agreement of an enterprise may be terminated in the cases and in accordance with the procedure specified in the agreement by any party after giving an at least three-month notice to the other party. Termination of a collective agreement of an enterprise before the lapse of a six-month period after the entry into force of the agreement shall be prohibited.

**Article 66. Control over the Implementation of a Collective Agreement of an Enterprise**

1. Control over fulfilment of the obligations under the collective agreement of an enterprise shall be exercised by the representatives of the parties as well as by institutions authorised under laws.

2. Representatives of the parties to the collective agreement of an enterprise shall report to the staff meeting (conference) on the implementation of the collective agreement of an enterprise. The procedure and time limits for reporting shall be established in the agreement.

**Article 67. Settlement of Disputes Arising during the Conclusion and Implementation of a Collective Agreement of an Enterprise**

1. Disputes arising during the negotiations for the conclusion of a collective agreement of an enterprise, as well as disputes over non-performance or improper performance of the collective agreement leading to violations of the collective interests and/or rights of the employees shall be settled in accordance with the procedure established in Chapter X of this Code.

2. Disputes between individual employees and the employer over non-compliance or defective compliance with the normative provisions of the enterprise's collective agreement shall be settled in accordance with the procedure for settling individual labour disputes (Chapter XIX of the Code).

## CHAPTER X
## REGULATION OF COLLECTIVE LABOUR DISPUTES

**Article 68. Collective Labour Dispute**

A collective labour dispute shall mean a disagreement between the employees and their representatives, on the one part, and the employer and its representatives, on the other part, over the conclusion of a collective agreement, non-compliance or defective compliance with collective agreements and labour regulatory acts leading to violations of the collective interests and/or rights of the employees.

**Article 69. Making of Demands**

1. Demands to the employer can be made and submitted by the trade union functioning in the enterprise, or the joint representation of trade unions functioning in the enterprise, or the organisation of trade unions in the respective sector of economic activity (where the staff meeting has transferred the function of employee representation and protection to that organisation), or the works council.

2. Demands to the employers' organisation can be made by the trade unions active on the national, sectoral or territorial level or their organisations (associations, federations, centres, etc.).

3. The demands must be precisely defined, motivated, set out in writing and handed in to the employer or the employers' organisation.

**Article 70. Consideration of Demands**

The employer or the employers' organisation must consider the demands received and within seven days from the receipt thereof communicate its decision in writing to the employees' representatives who have made the demands. If the employees' representatives are not satisfied with this decision, they may initiate the hearing of the collective labour dispute in accordance with the procedure established in this Code.

**Article 71. Bodies Hearing Collective Labour Disputes**

Collective labour disputes shall be heard by a conciliation commission, the Labour Arbitration or a third party court or, at the request of one of the parties to the collective labour dispute, the collective labour dispute must be heard through a mediator.

**Article 72. Formation of the Conciliation Commission**

1. The Conciliation Commission shall be formed from an equal number of the authorised representatives of the subjects who have made or received the demands. The number of the Commission members shall be set by agreement between the

parties. The Commission must be set up within seven days from the day of refusal to meet the demands by the party who has received the demand or in the absence of a response within the said period.

2. If the parties fail to reach an agreement on the number of members of the Conciliation Commission, they shall at their discretion delegate their representatives to the Conciliation Commission. Each party may have not more than five representatives on the Commission.

3. The Conciliation Commission shall elect its chairman and its secretary from among its members.

**Article 73. Hearing of Collective Disputes in the Conciliation Commission**

1. Hearing of a dispute in the Conciliation Commission shall be a mandatory stage of collective dispute resolution, unless one of the parties to the collective labour dispute requests that the collective labour dispute should be heard through a mediator.

2. The Conciliation Commission must hear the collective dispute within seven days from the day of formation of the Conciliation Commission. The time limit may be extended by agreement between the parties.

3. Representatives of the parties shall have the right to invite specialists (consultants, experts, etc.) to the meeting of the Conciliation Commission in which the collective dispute is heard.

4. The employer must provide the Conciliation Commission conditions for work: provide premises and furnish the necessary information.

**Article 74. Decision of the Conciliation Commission**

1. The decision of the Conciliation Commission shall be adopted by agreement between the parties, executed by drawing up a record and shall be binding on the parties within the time limit and in accordance with the procedure specified in the decision.

2. If the Conciliation Commission fails to reach an agreement on all or part of the demands, the Commission may refer them for hearing to the Labour Arbitration, a third party court or wind up the conciliation procedure by drawing up a protocol of disagreement.

3. The decision of the Conciliation Commission shall be announced to the employees.

**Article 75. Labour Arbitration. Third Party Court**

1. The Labour Arbitration shall be formed under the district court within the jurisdiction whereof the registered office of the enterprise or the party which has received the demands made in the collective dispute is located. The composition of the Labour Arbitration, the procedure for hearing the dispute and executing the adopted decision shall be established by the Regulations of Labour Arbitration approved by the Government.

2. Parties to the collective dispute shall each appoint one or several arbitrators of the third party court and execute the appointments in the form of a written agreement. The procedure for hearing the dispute and executing the adopted decision shall be established by the Regulations of Third Party Court approved by the Government.

3. The Labour Arbitration, the third party court shall within fourteen days resolve the collective dispute referred to them. The decisions of the Labour Arbitration or the third party court shall be binding upon the parties to the dispute.

**Article 75[1]. Resolution of Collective Labour Disputes through Mediation**

1. The aim of the resolution of collective labour disputes through a mediator shall be to reconcile the interests of the parties and to reach an agreement satisfactory to both the parties.

2. A mediator shall be chosen by the parties to the collective labour dispute by common agreement from the list of mediators approved by the Minister of Social Security and Labour within three working days from the receipt of the notification by the employer of the decision regarding the demands received. In case of failure by the parties to reach an agreement on the appointment of a mediator, a mediator shall be selected by lot by the secretariat of the trilateral council not later than within two working days after the application by one of the parties to the collective labour dispute.

3. The resolution of the collective labour dispute through a mediator must be achieved within ten days from the date of the appointment (selection) of a mediator. The time limit may be extended by agreement between the parties. The employer or the employers' organisation must provide the mediator conditions for work.

4. An agreement reached between the parties to the dispute during the mediation process shall be executed in writing. It shall be binding on the parties to the dispute within the time limit and in accordance with the procedure specified in the agreement. In case of failure to reach an agreement by the representatives of the parties to the collective labour dispute during the mediation process, a protocol of disagreement shall be drawn up. The agreement or the protocol of disagreement shall be signed by the representatives of the parties to the dispute and the mediator.

5. Only natural persons of high moral character and with special knowledge which is necessary for settling collective labour disputes may be entered in the lists of mediators.

6. The procedure for compiling the list of mediators, selecting mediators, mediation and payment for work of mediators shall be established by the Government.

**Article 76. Strike**

A strike shall mean temporary suspension of work by the employees or a group of employees of one enterprise, or several enterprises, or a particular sector in the event of a collective dispute not being settled, or in the event of failure to perform, or improper performance of, the decision adopted by the Conciliation Commission, Labour Arbitration or third party court, which is acceptable to the employees, or in the event of failure to resolve a collective labour dispute through a mediator, or in the event of failure to implement the agreement reached during the mediation process.

**Article 77. Declaration of a Strike**

1. The right to take a decision to call a strike in an enterprise or its structural division shall be vested in the trade union functioning in the enterprise in accordance with the procedure laid down in its regulations. Where an enterprise has no functioning trade union and where a staff meeting has not transferred the function of employee representation and protection to the trade union of the respective sector of economic activity, the right to take a decision to call a strike in the enterprise or its structural division shall be vested in the works council. A strike shall be called in the enterprise if the relevant decision is approved by secret ballot by:

1) more than half of the employees of the enterprise voting in favour of a strike in the enterprise;

2) more than half of the employees of a structural division of the enterprise voting in favour of a strike in the respective structural division of the enterprise.

2. The right to take a decision to call a strike on a sectoral level shall be vested in trade union organisations in accordance with the procedure laid down in their regulations, after discussion by the Tripartite Council of the Republic of Lithuania.

3. The employer must be given an at least seven days' written notice of the beginning of the intended strike by communicating to him the decision adopted in accordance with the procedure laid down in this Article. When a strike is declared, only the demands which have not been met during the conciliation procedure or the mediation process may be put forward.

4. A strike may be preceded by a warning strike. It may not last longer than two hours. A warning strike shall be called by a written decision of the management body authorised by the trade union referred to in paragraphs 1 and 2 of this Article or of the works council, without special consent of the employees. The employer must be given an at least seven days' written notice of the warning strike.

5. When a decision is taken to hold a strike (including a warning strike) in railway and public transport, civil aviation enterprises, medical institutions, water, electricity, heat and gas supply, sewage and waste collection enterprises, the employer must be given an at least fourteen days' written notice of the beginning of the strike.

6. The decision to call a strike shall specify:

1) the demands with respect to which the strike is called;

2) the beginning of the strike;

3) the body leading the strike.

**Article 78. Restrictions on Strikes**

1. Employees of emergency medical services shall be prohibited from calling a strike. The demands put forward by the said employees shall be settled by the Government, after consulting with the parties to the collective labour dispute.

2. Strikes shall be prohibited in natural disaster areas as well as in the areas where martial law or a state of emergency has been declared in the prescribed manner until the consequences of the natural disaster have been removed or martial law or the state of emergency has been lifted.

3. It shall be prohibited to call a strike during the term of validity of the collective agreement if this agreement is complied with.

**Article 79. Body Leading a Strike**

A strike shall be led by the strike committee set up by the subject who has made the demands to the employer.

**Article 80. Course of a Strike**

1. The strike committee together with the employer is bound to ensure the safety of property and people.

2. During a strike in the enterprises, establishments, organisations specified in paragraph 5 of Article 77 of this Code, minimum conditions (services) necessary for meeting the immediate (vital) public needs must be ensured. Such minimum conditions (services) shall be determined by the parties to the collective labour dispute within three days from the submission of the notice of the intended strike to the employer and communicated in writing respectively to the Government or the municipal executive body. Fulfilment of the above conditions shall be ensured by the strike committee, the employer and the employees appointed by them.

3. If the parties to the collective labour dispute fail to reach agreement, a decision concerning the conditions specified in paragraph 2 of this Article shall be taken by the Government or the municipal executive body, upon consultation with the parties to the collective labour dispute.

4. In case of failure to fulfil the conditions specified in paragraph 2 of this Article, the Government or the municipal executive body may enlist other services for that purpose.

**Article 81. Lawfulness of a Strike**

1. When a strike is called, the employer or the subject who has received the demands may apply to the court with a petition to declare the strike unlawful. The court must hear the case within ten days.

2. The court shall recognise a strike as unlawful if the objectives of the strike are contrary to the Constitution of the Republic of Lithuania, other laws or if the strike was declared in breach of the procedure and requirements laid down in this Code.

3. Upon the coming into effect of the court decision to recognise the strike as unlawful, the strike may not be commenced and the strike already in progress must be broken off immediately.

4. If there is a direct threat that the strike will affect the provision of minimum conditions (services) necessary for meeting the essential (vital) public needs and this may endanger human life, health and safety, the court shall be entitled to postpone the intended strike for a thirty day period or to suspend the ongoing strike for the same period.

**Article 82. Legal Status and Guarantees of the Employees on Strike**

1. No one can be forced to join a strike or to refuse to take part in a strike. In the course of the strike the performance of the employment contract with respect to striking employees shall be suspended, while securing uninterrupted length of service and social protection under the state social insurance scheme.

2. Striking employees shall not be paid any remuneration, they shall be released from their obligations to perform their work functions. An agreement may be reached during the negotiations on breaking off the strike that the striking employees will be paid the full amount or part of their wage.

3. Employees who do not take part in the strike, but are unable to perform their work through the strike shall be paid as for the layoff through no fault of their own or they may be transferred with their consent to another job.

**Article 83. Actions Prohibited for the Employer upon Declaration of a Strike**

1. After a decision has been taken to call a strike and during the strike the employer shall be prohibited from:

1) taking any unilateral decision to fully or in part suspend the work (activities) of the enterprise (establishment, organisation) or of a structural division;

2) preventing all or individual employees from coming to their workplace;

3) refusing to provide the employees with work or working tools;

4) creating other conditions which may fully or in part stop the work (activities) of the entire enterprise, establishment, organisation or its separate units;

5) making other decisions interfering with normal work (activities) of the enterprise, establishment, organisation.

2. During a strike, the employer shall be prohibited from recruiting new employees to replace the striking employees, except in the cases specified in paragraph 4 of Article 80 of this Code.

**Article 84. Ending of a Strike**

1. A strike shall end:

1) after a decision has been taken by the employer or employers' organisation to meet the demands;

2) after agreement has been reached by the parties to call off the strike;

3) after the body which has taken a decision to call a strike recognises that it is inexpedient to continue the strike.

2. After the end of the strike work must be resumed not later than on the next working day (shift).

**Article 85. Liability**

1. In case of an unlawful strike the losses incurred by the employer must be compensated by the trade union with its own funds and from its assets if it declared the strike.

2. If the funds of the trade union prove insufficient to compensate for the losses, the employer may by his own decision use the funds set aside under the collective agreement for bonuses to employees, additional benefits and reimbursements other than those provided for by laws.

3. Where the unlawful strike has been organised by the works council the employer may by his own decision use the funds set aside under the collective agreement for bonuses to employees, additional benefits and reimbursements other than those provided for by laws to compensate for the losses sustained through the strike.

4. Managers and other officers of an enterprise or a structural division through whose fault the strike has occurred or who failed to implement or properly implement the decision taken by the conciliation commission (labour arbitration, third party court) or the agreement reached during the mediation process or violated the requirements of Article 83 of this Code shall be subject to disciplinary action, as well as they may be subject to material liability in the amount of up to six monthly basic salaries if through their fault damage has been caused to the employer.

5. Damage inflicted by the strike on other natural or legal persons shall be compensated for in accordance with the laws in force.

## PART III
## INDIVIDUAL EMPLOYMENT RELATIONSHIPS

## CHAPTER XI
## EMPLOYMENT

**Article 86. Exercising the Right to Work**

Persons shall exercise the right to work by concluding employment contracts directly with employers or through the mediation of employment agencies.

**Article 87. Concept of Employment**

Employment shall mean a system of legal, economic, social and organisational measures provided by the state, a municipality or a legal person established in the Republic of Lithuania, a legal person or another organisation established in a Member State, or their branches established in the Republic of Lithuania or another Member State, or a citizen of the Republic of Lithuania or another Member State, or another natural person exercising his rights to movement in Member States granted by legal acts of the European Union helping jobseekers to get employment. A Member State shall mean any Member State of the European Union or country of the European Economic Area.

**Article 88. Provision of Employment Intermediation Services**

1. Employment intermediation services shall be provided to jobseekers free of charge by:

1) the Lithuanian Labour Exchange under the Ministry of Social Security and Labour;

2) a legal person established in the Republic of Lithuania or its branches whose founding documents specify the purpose of their activity being the provision of employment intermediation services;

3) a legal person or another organisation established in a Member State, or its branches established in the Republic of Lithuania or another Member State which have been granted such a right in accordance with legal acts of that Member State;

4) a citizen of the Republic of Lithuania or another Member State, or another natural person exercising his rights to movement in Member States granted by legal acts of the European Union and engaging in these activities.

2. The persons referred to in paragraphs 1(2), 1(3) and 1(4) of this Article must submit information about their status and activities, as well as employment intermediation services provided to natural persons to the Lithuanian Labour Exchange under the Ministry of Social Security and Labour in accordance with the procedure and within the time limits established by it.

**Article 89. Information on Job Vacancies**

1. Employers who are in search of employees must inform the territorial labour exchanges about the job vacancies, work functions and nature of work, remuneration for work and other terms and conditions as well as well as qualifications requirements for the applicants.

2. The territorial labour exchanges shall register job vacancies, make public announcements thereof and offer them to persons looking for work.

**Article 90. Repealed as from 5 January 2010**

**Article 91. Unemployed**

The unemployed shall mean able-bodied persons of working age who are out of work and not enrolled in full-time or continuous studies, as well as owners of individual enterprises which have been granted the status of an enterprise in liquidation in the Register of Legal Entities, who have registered in accordance with the procedure established by laws with a local labour exchange office as jobseekers and are ready to participate in active labour market policy measures.

**Article 92. Support for the Employment of Jobseekers**

The legal background for the employment support system for jobseekers, its aim, tasks, the functions of institutions implementing support for employment, as well as employment support measures and the organisation and financing of their implementation shall be set forth by legal acts.

## CHAPTER XII
## EMPLOYMENT CONTRACT

### SECTION ONE
### CONTENT AND CONCLUSION OF AN EMPLOYMENT CONTRACT

**Article 93. Concept of an Employment Contract**

An employment contract shall be an agreement between an employee and an employer whereby the employee undertakes to perform work of a certain profession, speciality, qualification or to perform specific duties in accordance with the work regulations established at the workplace, whereas the employer undertakes to provide

the employee with the work specified in the contract, to pay him the agreed wage and to ensure working conditions as set in labour laws, other regulatory acts, the collective agreement and by agreement between the parties.

**Article 94. Content of an Employment Contract**

1. The content of an employment contract shall be the conditions of the contract agreed by the parties thereto, which define the rights and obligations of the parties.

2. The parties may not establish working conditions, which are less favourable to the employee than those provided by this Code, laws, other regulatory acts and the collective agreement. If the conditions of the employment contract are contrary to this Code, law or the collective agreement the provisions laid down in this Code, laws, regulatory acts or the collective agreement shall apply. Any dispute concerning the application of the conditions of the employment contract shall be settled by labour dispute resolution bodies.

**Article 95. Conditions of an Employment Contract**

1. In every employment contract, the parties must agree on the essential conditions of the contract: the employee's place of work (enterprise, establishment, organisation, structural division, etc.), and job functions, i.e. on work of a certain profession, speciality, qualification, or specific duties.

2. In respect of certain types of employment contracts labour laws and collective agreements may also provide for other essential conditions, which shall be agreed by the parties in concluding such an employment contract (agreement on the term of the contract, the nature of seasonal work, etc.).

3. In every employment contract, the parties shall agree on the conditions of remuneration for work (system of remuneration for work, amount of wages, payment procedure, etc.).

4. Other conditions of an employment contract may also be accepted by agreement between the parties unless labour laws, other regulatory acts or the collective agreement prohibit doing so (probation, combination of professions, etc.).

5. An employment contract may stipulate the following: where the contract is terminated through the fault of the employee or upon the notice of the employee without a valid reason, the employee shall undertake to compensate the employer for the expenses incurred by him during the last working year in relation to the employee's training, in-service training, internships. A different procedure and time limits for compensation may be established in the collective agreement.

**Article 96. Guarantees upon Recruitment**

1. It shall be prohibited to refuse to employ:

1) on the grounds specified in paragraph 1(4) of Article 2 of this Code;

2) if there is a written agreement between employers concerning the transfer of an employee to another workplace;

3) in other cases provided by laws.

2. Refusal to employ in the cases specified in paragraph 1 of this Article may be contested in court not later than within one month.

3. In the event that the refusal to employ is established by the court to be unlawful, the employer shall be obligated by the court order to employ this person and to pay him compensation in the amount of the minimum wage for the period from the day of refusal to employ him to the day of the execution of the court order.

**Article 97. Restrictions on Recruitment**

1. Restrictions on recruitment may be imposed only by laws.

2. Persons, who are connected by close blood relationship or by marriage (parents, adoptive parents, brothers, sisters and their children, grandparents, spouses, children, adopted children, their spouses and children, as well as spouses' parents, brothers, sisters and their children), shall be prohibited from holding the office of servants at one state and municipal institution and a state or municipal enterprise, if their service also involves direct subordination of one of them to the other, or the right of one of them to control the other.

3. The provisions laid down in paragraph 2 of this Article shall not apply to servants the service whereof is subject to laws regulating public service relations.

**Article 98. Illegal Work**

1. Illegal work shall mean work:

1) performed without the conclusion of an employment contract although the characteristics of an employment contract specified in Article 93 of this Code are present, or without reporting in accordance with the procedure prescribed by laws to the territorial office of the State Social Insurance Fund Board on the recruitment of persons;

2) performed by foreign citizens and stateless persons failing to comply with the procedure of their employment established by regulatory acts.

2. (Repealed as from 5 December 2006).

3. Employers or their authorised persons, who have permitted to perform illegal work, shall be liable in accordance with the procedure prescribed by laws.

**Article 99. Conclusion of an Employment Contract**

1. An employment contract shall be deemed concluded when the parties have agreed on the conditions of the employment contract (Article 95 of the Code).

2. An employment contract must be concluded in writing according to the model form. A written employment contract shall be drawn up in two copies. The employment contract shall be signed by the employer or his authorised person and the employee. One signed copy of the employment contract shall be handed to the employee, whereas the other copy shall be kept by the employer. The employment contract shall, on the same day, be registered in the register of employment contracts. Such a register shall not be mandatory where an employer is a natural person employing three and less employees. Not later than before the commencement of work, the employer shall, together with the second copy of the employment contract, issue an identity card (work certificate) to the employee. The model form of an employment contract, registration rules, as well as the form of an employee's identity card, the procedure for its issuance, carrying and presentation to control institutions shall be established by the Government.

3. An employer shall ensure that an employee is allowed to work only upon signing an employment contract with him, giving him the second copy of the contract and issuing him an identity card. An employer shall be responsible for proper drawing up of an employment contract.

4. When concluding an employment contract, the employer must introduce the person being employed against his signature to the conditions of his potential work, the collective agreement, work regulations, other acts regulating his work, which are in force at the workplace.

5. Unless otherwise agreed by the parties, the employee must commence his work on the next day following the conclusion of the employment contract.

**Article 100. Preconditions for an Employment Contract**

Labour laws, other regulatory acts and collective agreements may provide that appointment to certain posts is made by way of competition, elections or upon passing qualification examinations.

**Article 101. Competition**

1. Appointments by competition may be made to positions of managers and specialists, as well as such posts, which may be held by persons who have certain skills or are subject to special intellectual, physical, health or other requirements.

2. The list of competitive positions and the procedure for competitions in state and municipal enterprises, as well as state and municipal enterprises financed from the state, municipal budgets, the budget of the State Social Insurance Fund and other funds established by the state shall be established by the Government, except for enterprises where the list of competitive positions and the procedure for competitions shall be established by special laws. Lists of competitive positions and competition regulations at other workplaces shall be approved by the employer or a person authorised by him taking into account the opinion of employees' representatives.

3. In the cases specified in competition regulations, a person may be appointed to a position included on the list of competitive positions prior to a competition under a fixed-term employment contract but for a period not exceeding one year.

**Article 102. Elective Posts**

1. Posts to which appointments must be made by way of elections and the procedure of elections shall be established by laws regulating the activities of a certain type of enterprises, establishments and organisations, as well as by regulations of those enterprises, establishments and organisations.

2. Collective agreements may provide that appointments by way of elections must also be made to posts that are not specified in regulatory acts referred to in paragraph 1 of this Article.

**Article 103. Qualification Examinations**

1. Persons applying to hold a post or to perform work, which requires special knowledge, may be required to pass qualification examinations.

2. Qualification requirements and the procedure of examinations at state and municipal enterprises, establishments and organisations shall be established by the Government or an institution authorised by it. At other workplaces, qualification requirements shall be established by an employer, whereas the procedure of qualification requirements shall be established by an employer taking into account the opinion of representatives of employees.

**Article 104. Documents Required upon Recruitment**

1. An employer must require a person being employed to present a document confirming his identity and state social insurance certificate.

2. If labour laws make recruitment conditional upon certain education or vocational training, health status, an employer must require a person being employed to submit documents confirming his education, vocational training and health status; in the case of employing a minor from fourteen to sixteen years of age – his birth certificate, the written consent of one of the child's parents or his another statutory representative, the permission of his attending paediatrician and, during the school period, the written consent of his school. An employer shall also be entitled to require other documents provided for by laws.

**Article 105. Trial upon Concluding an Employment Contract**

1. Upon concluding an employment contract, the parties may agree on a trial. It may be set to assess the suitability of an employee for the agreed work, as well as, at the request of a person taking on a job, the suitability of this job for him. The condition concerning a trial shall be set in an employment contract.

2. During a trial period an employee shall be subject to all labour laws.

3. A trial to assess the suitability of an employee for the agreed work shall not be established when employing persons:

1) under eighteen years of age;

2) to a post by competition or elections, as well as those who have passed qualification examinations for a post;

3) transferred, by the agreement between employers, to work for another employer;

4) in other cases specified by labour laws.

**Article 106. Trial Period**

1. A trial period shall not be longer than three months.

2. In order to assess the suitability of an employee for the agreed work, longer trial periods, but not exceeding six months, may be applied in the cases specified by laws.

3. A trial period shall not include periods when an employee was absent from work.

**Article 107. Results of Trial**

1. If an employer recognises that the results of a trial to assess the suitability of an employee for the assigned task are unsatisfactory, he may dismiss the employee from work before the expiry of the trial period by giving the employee written notice thereof three working days in advance, without paying him a severance pay.

2. If a trial is set to assess the suitability of work for an employee, the evaluation of the trial depends on the employee's will. The employee shall be entitled to terminate the employment contract during the trial period by giving the employer written notice thereof three working days in advance.

3. If the employee continues working upon the expiry of the trial period, the termination of the employment contract shall be allowed only on general grounds specified in Section Four of this Chapter.

## SECTION TWO
## TYPES OF EMPLOYMENT CONTRACTS

**Article 108. Types of Employment Contracts**

1. Employment contracts may be:

1) indefinite-term;

2) fixed-term, temporary, seasonal;

3) on secondary job;

4) teleworking;

5) on the supply of services;

6) other.

2. As a rule, an employment contract shall be concluded for an indefinite period of time (indefinite-term).

**Article 109. Fixed-term Employment Contract**

1. A fixed-term employment contract may be concluded for a certain period of time or for the period of the performance of certain work, but not exceeding five years.

**Version of paragraph 2 before 31 July 2012:**

2. It shall be prohibited to conclude a fixed-term employment contract if work is of a permanent nature, unless this is provided for by laws or collective agreements or an employee is recruited to a new job opening.

**Version of paragraph 2 after 1 August 2012:**

2. It shall be prohibited to conclude a fixed-term employment contract if work is of a permanent nature, unless this is provided for by laws or collective agreements.

3. A fixed-term employment contract with employees, who are elected to their posts, shall be concluded for the term they are elected for, while a fixed-term employment contract with employees, who are appointed to their posts by elective bodies, except for municipal councils, in accordance with laws or regulations of an enterprise, establishment or organisation, shall be concluded for the term of office of these elective bodies.

4. The employer must inform the employees working under fixed-term employment contracts about vacancies and ensure that they have the same opportunity to secure permanent employment as other employees.

5. In respect of employment conditions or in-service training and promotion opportunities, employees working under fixed-term employment contracts may not be treated in a less favourable manner than employees working under employment contracts of indefinite duration.

**Article 110. Determination of the Term of an Employment Contract**

1. The term of an employment contract may be determined until a specific calendar date or the occurrence, change or cessation of specific circumstances.

2. If the term of an employment contract is not specified therein or is specified unduly, the employment contract concerned shall be considered of indefinite duration.

**Article 111. Effects of the Expiry of a Fixed-term Employment Contract**

1. If the term of an employment contract has expired, whereas employment relationships are actually continued and neither of the parties has, prior to the expiry of the term, requested to terminate the contract (Article 126 of the Code), it shall be considered extended for an indefinite period of time.

2. A fixed-term employment contract shall become an indefinite-term contract when the circumstances in respect whereof the term of the contract has been defined cease to exist during the period of employment relationships (an employee does not return to work after his leave, etc.).

3. If an employment contract, upon the expiry of its term, is not extended or is terminated, but within one month from the day of its termination another fixed-term employment contract is concluded with the dismissed employee for the same work, then, at the request of the employee, such a contract shall be recognised as concluded for an indefinite period of time, except for the cases established in paragraphs 2 and 3 of Article 109 of this Code. Related disputes shall be settled by labour dispute resolution bodies. If an employment contract is recognised to be of indefinite duration, a break in employment shall be included in the continuous length of service of the employee at the same workplace.

**Article 112. Seasonal Employment Contract**

1. A seasonal employment contract shall be concluded for the performance of seasonal work. Seasonal work shall be such work, which due to natural and climatic conditions is performed not all year round, but in certain periods (seasons) not exceeding eight months (in a period of twelve successive months), and is entered on the list of types of seasonal work.

2. The list of types of seasonal work, the characteristics of the conclusion, change and termination of a seasonal employment contract, as well as of working time, rest time and pay for work shall be established by the Government pursuant to this Code.

**Article 113. Temporary Employment Contract**

1. A temporary employment contract shall be an employment contract concluded for a period not exceeding two months.

2. Grounds for the conclusion of a temporary employment contract (circumstances under which a temporary employment contract may be concluded), the characteristics of the change and expiry of such a contract, as well as of the working and rest time of temporary workers shall be established by the Government.

**Article 114. Additional Work and Secondary Job**

1.Unless it is prohibited by laws, an employee may make an arrangement to perform certain additional duties or certain additional (other than agreed in the contract) work at the same workplace.

2. An employee may perform secondary duties or do a second job at another workplace unless it is prohibited by laws or other regulatory acts. The characteristics of employment contracts on secondary duties (job) shall be established by the Government and collective agreements.

**Article 115. Teleworking Contract**

A teleworking contract may establish that an employee will perform the job function or part of the job functions agreed therein in places other than the workplace, as appropriate for the employee. The characteristics of teleworking contracts shall be established by the Government and collective agreements.

**Article 116. Contract on the Supply of Services**

A contract on the supply of services shall be an employment contract whereby an employee undertakes to supply personal household services to his employer. The characteristics of this type of employment contracts shall be established by the Government.

**Article 117. Characteristics of Other Types of Employment Contracts**

The characteristics of employment contracts with employees of farmer's farms and other agricultural entities, employees of special purpose enterprises the activities whereof may cause disruption in the operations of these enterprises related to particularly serious consequences to people and nature, as well as of contracts concluded in other cases specified by laws shall be established by collective agreements and legal acts regulating employment contracts of these types in accordance with the procedure prescribed by this Code and other laws.

## SECTION THREE
## PERFORMANCE OF AN EMPLOYMENT CONTRACT

**Article 118. Employee's Duty to Perform his Assignment by himself**

An employee shall have no right to delegate his work to another person without the consent of his employer or his authorised person.

**Article 119. Prohibition against Requiring to Perform any Work not Agreed in an Employment Contract**

An employer shall have no right to require an employee to perform any work not agreed in an employment contract, except for the cases established in this Code. Any additional work or duties must be agreed upon and stipulated in an employment contract.

**Article 120. Changes to the Conditions of an Employment Contract**

1. In the event of changes in production, its scope, technology or labour organisation, as well as in other cases of production necessity, an employer shall be entitled to change the conditions of an employment contract. If an employee does not agree to work under the changed working conditions, he may be dismissed from work under Article 129 of this Code in accordance with the established procedure for terminating an employment contract.

2. The conditions of an employment contract set in paragraphs 1 and 2 of Article 95 of this Code may be changed with the prior written consent of an employee, except for the cases established in Article 121 of this Code.

3. An employer may change the conditions of remuneration for work without the written consent of an employee only in the case when remuneration for a specific sector of economy, enterprise or category of employees is changed by laws, Government resolutions or under the collective agreement. In the event of changes in the conditions of payment remuneration, wages shall not be reduced without the written consent of an employee.

4. When the conditions of an employment contract are being changed, the changes shall be recorded in both copies of the employment contract.

**Article 121. Temporary Changes in Working Conditions in Cases of Emergency**

1. An employer shall have the right to transfer an employee for a period of up to one month to another work not agreed in an employment contract in the same location, as well as to change other conditions laid down in paragraphs 1 and 2 of Article 95 of this Code, when it is necessary to prevent a natural disaster or industrial emergency, to respond to it or immediately eliminate its consequences, to prevent accidents, to fight fire and in other cases of emergency that have not been anticipated.

2. It shall be prohibited to transfer an employee to such work, which is not permitted due to the employee's health status.

3. In the cases specified in paragraph 1 of this Article an employee shall be paid a wage according to the work performed. If, upon the transfer of an employee to another work, his wage decreases for the reasons beyond his control, the employee shall retain the average wage of his previous work.

**Article 122. Transfer to Another Work in the Case of Idle Time**

1. Idle time without any fault on the part of an employee shall be a situation at the workplace when an employer does not provide an employee with the work agreed in an employment contract for certain objective reasons (industrial, etc.).

2. Taking into account their profession, speciality, qualification and health status, employees shall be transferred to another work with their written consent for the period of idle time. Upon the consent of employees, they may be transferred to another work without taking into account their profession, speciality and qualification.

3. The employees transferred to another work due to idle time shall be remunerated in accordance with the procedure established in Article 195 of this Code.

**Article 123. Suspension from Work**

1. If an employee comes to work intoxicated with alcohol, narcotic or toxic substances, an employer shall not allow him working on that day (shift) and shall suspend his wage. In other cases an employer may suspend an employee from work (duties) only on the grounds established by laws.

2. An employer shall suspend an employee from work without paying him any wage at the written request of officials or bodies entitled to suspension by law. It shall specify the period for which the employee is suspended, the reason and legal ground for suspension.

3. A suspended employee shall, with his consent, be transferred to another work, provided such transfer does not contradict the purpose of suspension.

4. Upon the expiry of the period of suspension, the employee shall be reinstated in his former position, provided that suspension has not given grounds to terminate the employment contract.

5. If the employee has been suspended from work (duties) at the request of the employer or officials from duly authorised bodies without good cause, he shall be entitled to claim damages in accordance with the procedure prescribed by laws.

### Article 123[1]. Suspension of an Employment Contract in the Case of Failure to Fulfil Obligations by the Employer

1. An employee shall be entitled to suspend the performance of the employment contract for a period of up to three months by giving the employer written notice thereof three working days in advance, provided the employer fails for more than two successive months to fulfil his obligations to the employee, as set out in legal acts, the employment contract or the collective agreement, or fails to pay his full work pay due for over two successive months. In this case the employee shall be relieved of his duty to carry out his job functions and shall not be paid ay work pay.

2. Temporary suspension of the employment contract shall end on the following day when the employee lifts the temporary suspension of the employment contract in writing, or when the employer fulfils his obligations in full to the employee and notifies him thereof, or when the period of three months expires.

3. Where the employee suspends the performance of the employment contract on justified grounds, the employer shall pay him compensation in the amount of at least one minimum monthly wage for each month.

4. The employee who suspends the performance of the employment contract without justified grounds shall be liable for the losses sustained by the employer in accordance with the procedure established by laws.

## SECTION FOUR
## EXPIRY OF AN EMPLOYMENT CONTRACT

### Article 124. Grounds for the Expiry of an Employment Contract

1. An employment contract shall expire:

1) upon the termination thereof on the grounds established by this Code and other laws;

2) upon the liquidation of an employer without legal successor;

3) upon the death of an employee;

4) if the whereabouts of an employer (where an employer is a natural person) or the representatives of an employer cannot be determined.

2. The procedure for the termination of employment relationships when the whereabouts of an employer (where an employer is a natural person) or the representatives of an employer cannot be determined shall be established by the Government.

**Article 125. Termination of an Employment Contract by Agreement between the Parties**

1. One party to an employment contract may offer in writing the other party to terminate the employment contract by agreement between the parties. If the latter accepts the offer, it must, within seven days, notify thereof the party, which has put forward the offer to terminate the employment contract. Having agreed to terminate the contract, the parties shall conclude a written agreement on the termination of the contract. This agreement shall indicate the date when the contract shall be terminated as well as other conditions of the termination of the contract (compensation, granting of unused leave, etc.).

2. If the other party fails, within the time period established in paragraph 1 of this Article, to inform that it agrees to terminate the contract, the offer to terminate the employment contract by agreement between the parties shall be considered rejected.

**Article 126. Termination of an Employment Contract upon its Expiry**

1. Upon the expiry of an employment contract an employer or employee shall be entitled to terminate the employment contract.

2. If neither of the parties terminates the employment contract, the contract shall be considered to become of indefinite duration.

**Article 127. Termination of an Employment Contract upon the Notice of an Employee**

1. An employee shall be entitled to terminate an indefinite-term employment contract, as well as a fixed-term employment contract prior to its expiry by giving the employer written notice thereof at least 14 working days in advance. A collective agreement may set a different period of notice, but it shall not exceed one month. Upon the expiry of the period of notice, the employee shall be entitled to discontinue his work, whereas the employer must execute the termination of the employment contract and settle accounts with the employee.

2. An employee shall be entitled to terminate an indefinite-term employment contract, as well as a fixed-term employment contract prior to its expiry by giving the employer written notice thereof at least three working days from the date of the application, where the request to terminate the employment contract is justified by the employee's illness or disability restricting proper performance of work, or other valid reasons set out in the collective agreement, or where the employer fails to fulfil his obligations under the employment contract, violates laws or the collective agreement. An employee shall be entitled to terminate an indefinite-term employment contract by giving the employer written notice thereof at least 14 working days in advance, provided he has become entitled to the full old-age pension working in that enterprise, establishment or organisation. In such cases the employment contract must be terminated from the date indicated in the application of the employee.

3. (Repealed as from 28 May 2005).

4. The employee shall be entitled to withdraw his application to terminate the employment contract not later than within three working days from the date of the submission of the application. Thereafter he may withdraw the application only with the employer's consent.

**Article 128. Termination of an Employment Contract due to Circumstances beyond the Employee's Control**

1. An employee shall be entitled to terminate an indefinite-term employment contract, as well as a fixed-term employment contract concluded for a period

exceeding six months, if the idle time at the employee's workstation during the working time set in the employment contract without any fault on the part of the employee concerned lasts for over 30 successive days, or if it amounts to over 60 days in the last twelve months, as well as if the employee is not paid his full work pay (monthly wage) for over two successive months.

2. The employment contract must be terminated from the date indicated in the employee's request. This date must be at least three days after the submission of the request.

**Article 129. Termination of an Employment Contract on the Initiative of an Employer without any Fault on the Part of an Employee**

1. An employer may terminate an indefinite-term employment contract with an employee only for valid reasons by giving him notice thereof in accordance with the procedure established in Article 130 of this Code. The dismissal of an employee from work without any fault on the part of the employee concerned shall be allowed if the employee cannot, with his consent, be transferred to another work.

2. Only the circumstances, which are related to the qualification, professional skills or conduct of an employee, shall be recognised as valid. An employment contract may also be terminated on economic, technological grounds or due to the restructuring of the workplace, as well as for other similar valid reasons.

3. A legitimate reason to terminate employment relationships shall not be:

1) membership in a trade union or involvement in the activities of a trade union beyond the working time or, with the consent of the employer, also during working time;

2) performance of the functions of an employees' representative at present or in the past;

3) participation in the proceedings against the employer charged with violations of laws, other regulatory acts or the collective agreement, as well as application to administrative bodies;

4) gender, sexual orientation, race, nationality, language, origin, citizenship and social status, belief, marital and family status, convictions or views, membership in political parties and public organisations;

5) age;

6) absence from work when an employee is performing military or other duties and obligations of the citizen of the Republic of Lithuania in the cases established by laws.

**Version of paragraphs 4 and 5 before 31 December 2010:**

*4. An employment contract with employees who will be entitled to the full old-age pension in not more than five years (the collective agreement may stipulate that this restriction applies to employees who will be entitled to the full old-age pension in not more than three years), persons under eighteen years of age, disabled persons and employees raising children under fourteen years of age may be terminated only in exclusive cases where the retention of an employee would substantially violate the interests of the employer.

*5. Pursuant to the provisions of this Article and Article 130, an employer shall be entitled to terminate a fixed-term employment contract before the expiry thereof only in exclusive cases where the employee cannot, with his consent, be transferred to another work, or upon the payment of the average wage to the employee for the remaining period of the employment contract, or in the cases specified by the collective agreement upon the payment of a severance pay to the employee in the amount of at least his one monthly average wage.

**Version of paragraphs 4 and 5 after 1 January 2011:**

4. An employment contract with employees who will be entitled to the full old-age pension in not more than five years, persons under eighteen years of age, disabled persons and employees raising children under fourteen years of age may be terminated only in exclusive cases where the retention of an employee would substantially violate the interests of the employer.

5. Pursuant to the provisions of this Article and Article 130, an employer shall be entitled to terminate a fixed-term employment contract before the expiry thereof only in exclusive cases where the employee cannot, with his consent, be transferred to another work, or upon the payment of the average wage to the employee for the remaining period of the employment contract.

***Note**: the provisions of collective agreements agreed pursuant to this Law **shall be valid until 31 December 2010**.*

**Article 130. Notice of the Termination of an Employment Contract**

**Version of paragraph 1 before 31 December 2010:**

*1. An employer shall be entitled to terminate an employment contract by giving written notice to the employee against signature two months in advance (subject to the collective agreement – at least one month in advance). Employees referred to in paragraph 4 of Article 129 of this Code must be given notice of dismissal from work at least four months in advance (subject to the collective agreement – at least two months in advance).

**Version of paragraph 1 after 1 January 2011:**

1. An employer shall be entitled to terminate an employment contract by giving written notice to the employee against signature two months in advance. Employees referred to in Article 129 (4) of this Code must be given notice of dismissal from work at least four months in advance.

2. The notice of the termination of an employment contract must specify:

1) reasons for dismissal from work and motivations for the termination of the employment contract;

2) the date of dismissal from work;

3) the procedure for settling accounts with the employee being dismissed.

**Version of paragraph 3 before 31 December 2010:**

*3. During the period of notice the employer must grant the employee some time off from work to seek for a new job. The length of time shall not be less than ten percent of the employee's rate of working time during the term of notice. Time off from work shall be granted in accordance with the procedure agreed between the employee and the employer. The employee shall retain his average wage for this time, or subject to the collective agreement he may be paid an hourly pay which may not be less than the minimum hourly rate approved by the Government for each hour granted to seek for a new job.

**Version of paragraph 3 after 1 January 2011:**

3. During the period of notice the employer must grant the employee some time off from work to seek for a new job. The length of time shall not be less than ten percent of the employee's rate of working time during the term of notice. Time off from work shall be granted in accordance with the procedure agreed between the employee and the employer. The employee shall retain his average wage for this time.

4. The period of notice shall be extended to cover the period of the employee's sickness or leave or for the period from the institution of proceedings until the coming into effect of the court decision when the refusal to give a preliminary agreement to dismiss the employee from work is contested in accordance with the procedure established by law.

5. If an employee is dismissed from work before the expiry of the term of notice, the date of his dismissal shall be carried over to the date when the term of notice should have expired.

***Note**: the provisions of collective agreements agreed pursuant to this Law **shall be valid until 31 December 2010**.*

**Article 130[1]. Collective Redundancies**

1. Collective redundancies shall mean terminations of employment contracts where, over a period of 30 calendar days for economic or technological reasons, due to structural reorganisations at the workplace or other reasons not related to individual employees, the number of projected redundancies is:

1) at least 10 employees in enterprises employing at least 20 but less than 100 employees;

2) at least 10 percent of the number of employees in enterprises employing at least 100 but less than 300 employees;

3) at least 30 employees in enterprises employing 300 employees or more.

2. Collective redundancies shall not cover cases where redundancies take place upon the expiry of the term of the employment contract (fixed-term, seasonal, temporary).

3. An employer must notify a local labour exchange office in writing of any projected redundancies in accordance with the procedure established by the Government, after consultations with employees' representatives and not later than prior to giving notification of the termination of the employment contract.

4. An employment contract may not be terminated in breach of the obligation to notify a local labour exchange office of any projected redundancies or the obligation to hold consultations with employees' representatives.

**Article 131. Restrictions on the Termination of an Employment Contract**

1. It shall be prohibited to give notice of the termination of an employment contract and to dismiss from work:

1) an employee during the period of temporary incapacity for work (Article 133 of the Code), as well as during his leave, except for the cases specified in paragraph 1 of Article 136 of this Code;

2) an employee called up to fulfil active national defence service or other duties of the citizen of the Republic of Lithuania, except for the cases specified in paragraph 1 of Article 136 of this Code;

3) in other cases specified by laws.

2. If an employee fails to come to work upon the expiry of the periods specified in paragraph 1 of this Article, his employment contract may be terminated on the grounds for the termination of an employment contract as set in this Section.

**Article 132. Guarantees to Pregnant Women and Employees Raising Children**

1. An employment contract may not be terminated with a pregnant woman from the day on which her employer receives a medical certificate confirming pregnancy, and for another month after maternity leave, except for the cases specified in paragraphs 1 and 2 of Article 136 of this Code and a temporary employment contract upon its expiry.

2. Employment contracts with employees raising a child (children) under three years of age may not be terminated without any fault on the part of the employee concerned (Article 129 of the Code).

**Article 133. Guarantees to Employees who have Contracted a Disease or have been Injured at Work**

1. Employees, who have lost their capacity for work as a result of injury at work or occupational disease, shall retain their position and duties until they recover their capacity for work or a disability is established. An employment contract with an employee having an established disability may be terminated subject to the provisions laid down in this Section.

2. Employees, who have temporarily lost their functional capacity for reasons other than those specified in paragraph 1 of this Article, shall retain their position and duties if they are absent from work due to temporary loss of functional capacity for not more than 120 successive days or for not more than 140 days within the last 12 months, unless laws and other regulatory acts provide that in the case of a specific disease the position and duties shall be retained for a longer period.

3. The periods specified in paragraph 2 of this Article shall not include the period during which an employee was in receipt of a state social insurance benefit for attending a family member or an allowance in cases of epidemic diseases.

**Article 134. Guarantees to Employees' Representatives**

1. Employees, who are elected to employee representative bodies (Article 19 of this Code), may not be dismissed from work under Article 129 of this Code without the prior consent of the body concerned during the period for which they have been elected. The chairman of the trade union or the works council may not be dismissed from work under paragraph 3(1) of Article 136 of the Labour Code during his term of office without the prior consent of the representative body of the trade union or the works council.

2. The representative body must take a decision as to whether to satisfy the employer's application for its consent to the dismissal of a representative of employees within 14 days from the receipt of the said application. The representative body of employees shall express its consent or refusal to give its consent to the dismissal of an employee in writing. If the representative body of employees fails to reply to the employer within this period, the employer shall be entitled to terminate the employment contract.

3. The employer shall be entitled to contest the refusal of the representative body of employees to give its contest to the dismissal of the representative of employees in court. The court may reverse such a decision if the employer proves that this decision substantially violates his interests.

4. The collective agreement may provide that the guarantee laid down in paragraph 1 of this Article shall also apply to other employees. In the cases specified in laws or collective agreements employees may not be dismissed from work without the consent of other bodies as well.

5. The consent of the representative body of employees shall be effective until the expiry of the terms of notice of the termination of an employment contract as set in Article 130 of this Code. An employee, who has been dismissed from work in violation of the requirements laid down in this Article, must be reinstated in his former position by a decision of the labour dispute resolution body.

**Article 135. Right of Priority to Retain the Job in the Case of Redundancy**

1. In the event of reduction in the number of employees for economic or technological reasons or due to structural reorganisations at the workplace, the right of priority to retain the job shall be enjoyed by the following employees:

1) who sustained an injury or contracted an occupational disease at that workplace;

2) who are alone raising children (adopted children) under sixteen years of age, or care for other family members who have been established a severe or moderate disability level or whose capacity for work has been rated below 55 percent or family members who have reached old-age retirement age, who have been assessed in accordance with the procedure established by legal acts as having high or moderate special needs;

3) whose continuous length of service at that workplace is at least ten years, with the exception of employees, who have become entitled to the full old age pension or are in receipt thereof;

4) who will be entitled to the old-age pension in not more than three years;

5) to whom such a right is granted in the collective agreement;

6) who are elected to the employee representative bodies (Article 19 of the Code).

2. The priority to retain the job as set in paragraphs 1(2), 1(3), 1(4) and 1(5) of this Article shall apply only to those employees whose qualification is not below the qualification of the other employees of the same speciality, who work in that enterprise, establishment or organisation.

**Article 136. Termination of an Employment Contract without Notice**

1. An employment contract must be terminated without notice in the following cases:

1) upon an effective court decision, or when a court judgement whereby an employee is imposed a sentence, which prevents him from continuing his work, becomes effective;

2) when an employee is deprived of special rights to perform certain work in accordance with the procedure prescribed by laws;

3) upon the demand of bodies or officials authorised by laws;

4) when an employee is unable to perform these duties or work according to a medical conclusion or a conclusion of the Disability and Working Capacity Assessment Office under the Ministry of Social Security and Labour;

5) when an employee under fourteen to sixteen years of age, one of his parents, or the child's statutory representative, or his attending paediatrician, or the child's school demand that the employment contract be terminated;

6) upon the liquidation of an employer, if under laws his labour obligations were not placed on another person.

2. An employment contract shall expiry upon the death of an employer if the contract was concluded for the supply of services to him personally, as well as when the employer has no legal successor.

3. An employer shall be entitled to terminate an employment contract without giving an employee prior notice thereof:

1) when the employee performs his duties negligently or commits other violations of labour discipline provided that disciplinary sanctions were imposed on him at least once during the last 12 months;

2) when the employee commits one gross breach of duties (Article 235 of the Code).

4. Upon terminating an employment contract under paragraph 3 of this Article, an employer must observe the rules for imposing disciplinary sanctions (Chapter XVI of the Code).

**Article 137. Termination of an Employment Contract in the Case of the Bankruptcy of an Employer**

Upon the commencement of the employer's bankruptcy procedure, employment contracts may be terminated in accordance with the provisions of bankruptcy laws. In such cases the provisions of this Section shall only be applicable when respective issues are not regulated by bankruptcy laws.

**Article 138. Restrictions on the Termination of an Employment Contract during the Reorganisation of an Enterprise**

Changes of the owner of an enterprise, establishment or organisation, the subordination, founder or name thereof, as well as any merger or division by the formation of a new enterprise, establishment or organisation, division by acquisition, or merger by acquisition, the transfer of business or a part thereof may not constitute a legitimate reason to terminate employment relationships.

**Article 139. Elimination of Contradictions of an Employment Contract to Laws**

1. Where constituent part(s) of an employment contract contradict(s) the prohibiting provisions of laws, and those contradictions cannot be eliminated, as well as where there is no possibility to transfer an employee, with his consent, to another work, the employment contract shall be terminated.

2. An employment contract concluded in violation of laws or international agreements of the Republic of Lithuania, which regulate the employment of persons temporarily staying in the Republic of Lithuania, must be terminated. Sanctions provided by laws shall apply to an employer or his authorised person, who has committed such violation.

3. Disputes concerning the termination of an employment contract or the recognition of its parts contradictory to laws invalid shall be settled by the labour dispute resolution body.

**Article 140. Severance Pay**

1. Upon the termination of the employment contract under Article 129 and paragraph 1(6) of Article 136 of this Code, the dismissed employee shall be paid a severance pay in the amount of his average monthly wage taking into account the continuous length of service of the employee concerned at that workplace:

1) under 12 months – one monthly average wage;
2) 12 to 36 months – two monthly average wages;
3) 36 to 60 months – three monthly average wages;
4) 60 to 120 months – four monthly average wages;
5) 120 to 240 months – five monthly average wages;
6) over 240 months – six monthly average monthly wages.

2. Upon the termination of an employment contract in other cases specified in this Section (except for the cases specified in Articles 125, 126 and paragraph 1 of Article 127 of the Code) and other laws without any fault on the part of the employee concerned, he shall be paid a severance pay in the amount of his two monthly average wages, unless otherwise provided by laws or collective agreements.

**Article 141. Procedure for Settling Accounts with an Employee being Dismissed**

**Version of paragraph 1 before 31 December 2010:**

*1. An employer must make a full settlement of accounts with an employee being dismissed from work on the day of his dismissal, unless a different procedure for settling accounts is provided by laws or an agreement between the employer and the employee. Where the employee is entitled to a severance pay in the amount of at least

five monthly average wages, the employer may by his own decision pay out this severance pay not later than within three months from the day of his dismissal in equal parts, making payments at least once a month.

**Version of paragraph 1 after 1 January 2011:**

1. An employer must make a full settlement of accounts with an employee being dismissed from work on the day of his dismissal, unless a different procedure for settling accounts is provided by laws or an agreement between the employer and the employee.

2. On the day of the settlement of accounts, the employer must pay the employee all the amounts due and fill in the employment contract in accordance with the established procedure.

3. Where the settlement of accounts is delayed through no fault of the employee, the employee shall be paid his average wage for the delayed time.

4. If the employee so desires, the employer must issue him a certificate about his work indicating his functions (duties), the dates of its commencement and end, and, at the request of the employee, the amount of his wage and performance assessment (character reference).

***Note**: the provisions of collective agreements agreed pursuant to this Law **shall be valid until 31 December 2010**.*

## CHAPTER XIII
## WORKING TIME

### Article 142. Concept of Working Time

Working time shall mean any period during which the employee must work carrying out his activity or duties, and other periods equivalent to it.

### Article 143. Composition of Working Time

1. Working time shall include:

1) the time, actually taken to do any work, hours of on call-duty at home and at the place of work;

2) the length of posting or business trip to another locality;

3) the time necessary to prepare and arrange a workstation, work equipment, safety measures;

4) rest breaks, included in working time according to statutory acts;

5) the time of mandatory medical check-ups;

6) a study programme, qualification improvement in a workplace or training centres;

7) the time of suspension from work, if a employee who is suspended must comply with the order established in his workplace;

8) the period of idle time;

9) other periods of time set by regulatory acts.

2. Working time shall not include:

1) absence from work;

2) non-arrival at the workstation with permission of the administration;

3) performance of state, public or citizen's duties, military service or military training;

4) the period of incapacity for work;

5) breaks to rest and to eat, daily rest (inter-shift), weekly rest, public holidays, annual leave;

6) other periods of time set by regulatory acts.

**Article 144. Working Time**

1. Working time may not exceed 40 hours per week.

2. A daily work period must not exceed 8 working hours. Exceptions may be established by laws, Government resolutions and collective agreements.

3. Maximum working time, including overtime, must not exceed 48 hours per 7 days.

4. The duration of working time of specific categories of employees (of health care, care (custody), child care institutions, energy, specialised communications services and specialised accident containment services, as well as other services on standby duty, etc.) as well as of watchmen on premises may be up to 24 hours per day. The average duration of working time of such employees must not exceed 48 hours per seven-day period, and the rest period between working days must not be shorter than 24 hours. The list of such jobs shall be approved by the Government.

5. For employees employed in more than one undertaking or in one undertaking but under two or more employment contracts, the working day may not be longer than 12 hours.

**Article 145. Shorter Working Time**

1. Shorter working time shall be set for:

1) persons under eighteen years of age – in accordance with the provisions of the Law on Safety and Health at Work;

2) persons who work in the working environment where the concentrations of hazardous factors exceed the acceptable limits set in legal acts on safety and health at work and it is technically or otherwise impossible to reduce these concentrations in the working environment to acceptable levels not hazardous to health, working time shall be set taking into account the working environment, but not exceeding 36 hours per week. The specific daily and weekly duration of working time for persons working in such environment shall be set taking into the account the results of the examination of the working environment on the basis of the criteria and procedure approved by the Government for setting shorter working time according to the factors of the working environment;

3) persons working at night.

2. Shorter working time for employees performing work involving heavy mental, emotional strain shall be established by the Government.

**Article 146. Part-time Work**

1. Part-time daily working time or part-time weekly working time shall be set:

1) by agreement between the employee and the employer;

2) at the request of the employee due to his health status according to a conclusion of a health care institution;

3) on the request of a pregnant woman, a woman who has recently given birth (mother who submits to the employer a certificate issued by a health care institution confirming that she has given birth, and who is raising a child until he reaches one year of age, hereinafter referred to in the Code as a woman who has recently given birth), a breast-feeding woman (mother who submits to the employer a certificate issued by a health care institution confirming that she is raising and breast-feeding her child, hereinafter referred to in the Code as a breast-feeding woman), an employee raising a child under three years of age, as well as an employee who is alone raising a child under fourteen years of age or a disabled child under eighteen years of age;

4) at the request of an employee under eighteen years of age;

5) at the request of a disabled person according to a conclusion issued by the Disability and Working Capacity Assessment Office under the Ministry of Social Security and Labour;

6) at the request of an employee nursing a sick family member according to a conclusion of a health care institution.

2. Unless otherwise indicated in the conclusion of a health care institution, part-time work may, by agreement, be established by decreasing the number of working days per week or shortening a working day (shift), or doing both. Part-time working time during a working day may be divided into parts. Other conditions related to the procedure for establishing part-time work shall be set by the Government. The conditions set by the Government may be disregarded where this is agreed upon in the collective agreement.

3. Part-time work shall not result in limitation when setting the duration of annual leave, calculating the length of service, promoting an employee, improving qualification, as well as shall not limit other employment rights of the employee. Employees shall receive payment in proportion to the time of work or by result.

**Article 147. Work Time Regime**

1. Distribution (change) of work and rest periods for each employee in a 24-hour day, a week or a recording period, as well as the beginning and end of daily work (shift) shall be set under work regulations of an enterprise, establishment, organisation. Work (shift) schedules shall be approved by the administration, upon agreement with representatives of employees of an enterprise, establishment, organisation (Article 19 of the Code) or in accordance with the procedure established in a collective agreement. The beginning and end of working time in state and municipal enterprises, establishments, organisations shall be set by the Government in compliance with the provisions of this Chapter.

2. A five-day working week with two rest days shall be set for employees. A six-day working week with one rest day shall be set in the enterprises in which a five-day working week is impossible due to the nature of production or on other grounds.

3. Employees must keep to work (shift) schedules. Work schedules shall be posted publicly on information boards of enterprises and their divisions not later than two weeks before their effective date. The collective agreement may specify cases where work schedules shall be posted not later than one week before their effective date. Work schedules in enterprises, establishments and organisations, individual workshops and sections where summary recording of working time is applied, also with regard to jobs subject to summary recording of working time shall be posted publicly on information boards of enterprises and their divisions not later than one week before their effective date. The employer must ensure an even rotation of shifts.

4. It shall be prohibited to assign one employee two shifts in succession.

5. Wherever possible, employees raising children under fourteen years of age shall have the prior right to choose a shift.

6. The working time actually worked by employees shall be recorded in model time sheets approved by the Government.

7. In respect of employees who, according to their job functions, manage their working time fully or partially at their own discretion, rules for recording their working time shall be established by the employer.

**Article 148. Specific Features of Work and Rest in Sectors of Economic Activities**

Work and rest periods in transport, postal, agricultural, health and care (custody) enterprises, as well as in marine and river navigation and other sectors of

economic activities may, taking into consideration the seasonal nature of work and other conditions, vary from the norms established by this Code. Specific features of work and rest periods in these sectors of activities shall be established by the Government.

**Article 149. Summary Recording of Working Time**

1. Where necessary, in enterprises, establishments and organisations, also in individual workshops and sections and with regard to certain jobs summary recording of working time may be introduced, having regard to the opinion of the employees' representatives (Article 19 of the Code) or in other cases established in the collective agreement. The length of working time during a recording period must not exceed the number of working hours set for a particular category of employees. In the case of summary recording of working time, the maximum working time may not exceed 48 hours per week and 12 hours per working day (shift). The duration of a recording period may not exceed four months.

2. In the case of summary recording of working time, daily and weekly uninterrupted rest periods established in this Code must be ensured. If the number of working hours set for a particular category of employees is exceeded during a respective recording period, a working day shall be shortened for employees on their request, or they shall be given a rest day (days) in the manner prescribed by the employment contract, collective agreement or work regulations and paid for this additional rest period the average wage, or they shall be paid an additional amount at overtime rates. If in the case of summary recording of working time, the working time worked by an employee during a respective recording period is less than the number of working hours set for a particular category of employees for reasons relative to the employer, the difference between the time actually worked and the set working time shall be paid as for idle time (paragraph 1 of Article 195 of the Code).

3. (Repealed as of 1 August 2010).

**Article 150. Limitation of Overtime Work**

1. Overtime work is such work which is being done exceeding the working time set in paragraph 1 of Article 144, Articles 145, 146 and paragraphs 1 and 2 of Article 149 of this Code.

2. An employer may assign overtime work only in exceptional cases, which are specified in Article 151 of this Code. In other cases overtime work may be organised only subject to the written consent or written request of an employee.

3. Overtime work cannot be assigned: to persons under eighteen years of age; to persons who study at general education and vocational schools without interrupting work - on study days; when factors in the working environment exceed the permitted levels, as well as in other cases established by laws and the collective agreement.

4. Pregnant women, women who have recently given birth, breast-feeding women, employees who are raising a child under three years of age, employees who are alone raising a child under fourteen years of age or a disabled child under eighteen years of age, as well as disabled persons may be assigned to do overtime work only with their consent. Moreover, disabled persons may be assigned to do overtime work provided it is not forbidden by a conclusion of the Disability and Working Capacity Assessment Office under the Ministry of Social Security and Labour.

5. Work of administrative officials which exceed the set working time shall not be deemed overtime work. A list of such positions shall be established in collective agreements, work regulations.

**Article 151. Exceptional Cases when an Employer may Assign Overtime Work**

An employer may assign to do overtime work in the following exceptional cases:

1) when the work to be performed is necessary for national defence and for preventing accidents or dangers;

2) when the work to be performed is needed for the public at large, also when eliminating incidental and unexpected consequences as a result of accidents, natural disasters;

3) when it is necessary to finish the work which could not have been finished during the working time in the present technical production conditions because of an unforeseen or accidental obstacle, if production materials may get spoiled or work equipment may break down as a result of an interruption in work;

4) when the work to be performed is related to repairs and renovation of mechanisms or equipment, if many workers would have to interrupt their work due to the breakdown of the said mechanisms and equipment;

5) when another shift worker fails to arrive at the workstation, if working process may be impeded because of this; in such cases the administration must immediately, but not later than in the middle of the shift replace the shift worker by another employee;

6) to perform loading and unloading operations and related transportation work, when it is necessary to vacate warehouses of transport enterprises, as well as to load and unload means of transportation in order to avoid the accumulation of freight in dispatch and destination points and idle vehicle time;

7) when this is provided for in the collective agreement.

**Article 152. Duration of Overtime Work**

**Version of paragraph 1 before 31 December 2010:**

*1. The employee's overtime work must not exceed four hours per day (shift) and 120 hours per year. A different annual duration of overtime work may be established in the collective agreement, however, not exceeding 180 hours per year. In all cases rest periods must be observed (Chapter XIV of the Code).

**Version of paragraph 1 after 1 January 2011:**

1. The employee's overtime work must not exceed four hours in two consecutive days and 120 hours per year. A different annual duration of overtime work may be established in the collective agreement, however, not exceeding 180 hours per year.

2. The employer must keep the precise records of overtime work of every employee in time sheets.

***Note**: the provisions of collective agreements agreed pursuant to this Law **shall be valid until 31 December 2010**.*

**Article 153. Working Time during Public Holidays and Eves of Rest Days**

1. On the eve of holidays working time shall be shortened by one hour, except for part-time employees.

2. In case of six-day working week, work before a holiday shall not last longer than for 5 hours.

**Article 154. Work at Night**

1. Night time is calendar time from 10 p.m. to 6 a.m.

2. Work shall be considered to be night work if three working hours thereof happen to be at night. Working time at night shall be shortened by one hour.

3. Working at night shall be prohibited for persons under eighteen years of age, as well as for persons who are not allowed to work at night according to a conclusion of a health care institution.

4. The disabled, if not prohibited by a conclusion of the Disability and Working Capacity Assessment Office under the Ministry of Social Security and Labour, pregnant women, women who have recently given birth, breast-feeding women, employees who are raising a child under three years of age, employees who are alone raising a child under fourteen years of age or a disabled child under eighteen years of age may be assigned to work at night only with their consent.

5. The duration of work at night shall not be shortened in case of continuous production, as well as in cases when under employment contract an employee has been recruited to perform work at night.

6. Employees working at night shall have free medical check-ups in accordance with the procedure laid down by the Government, also on their request (if they have complaints in relation to work at night). If it is established that work at night has harmed or may cause harm to the employee's health, the employer must, on the basis of a conclusion of a health care institution, transfer the employee to do day work only.

**Article 155. On-call Duty at the Enterprise or at Home**

1. In exclusive cases, when it is necessary to ensure proper operation of the enterprise or completion of urgent work, the employer may assign an employee to on-call duty at the enterprise or at home after the working day, on rest days or public holidays not more often than once a month or, with the consent of the employee, not more often than once a week.

2. The duration of on-call duty at the enterprise together with the duration of a working day (shift) (when an employee is assigned to on-call duty after the end of a working day (shift)), may not exceed the duration of a working day (shift) set in Article 144 of this Code, and the duration of on-call duty at the enterprise on rest days and public holidays, as well as at home may not exceed 8 hours a day. On-call duty at the enterprise shall be treated as working time, and on-call duty at home shall be treated as at least half of working time.

3. For on-call duty at the enterprise when the standard duration of working time (established in paragraphs 1 and 2 of Article 144, Articles 145, 146 and paragraph 1 of Article 149 of the Code) is exceeded, or on-call duty at home, a rest period of the same duration as on-call duty at the enterprise or as the time of on-call duty equivalent to working time (serving on-call duty at home) must be given during next month, or upon the employee's request this rest period may be added to the employee's annual leave, or paid as for overtime work.

4. Persons under eighteen years of age may not be assigned to on-call duty at the enterprise or at home. Pregnant women, women who have recently given birth and breast-feeding women, employees raising a child under three years of age, employees alone raising a child under fourteen years of age or a disabled child under eighteen years of age, persons taking care of a disabled person, the disabled, if not prohibited by a conclusion of the Disability and Working Capacity Assessment Office under the Ministry of Social Security and Labour, may be assigned to on-call duty at the enterprise or at home only with their consent.

## CHAPTER XIV
## REST PERIOD

**Article 156. Definition of Rest Period**

Rest period shall be the time free from work, regulated by law, a collective agreement or a contract of employment.

**Article 157. Categories of Rest Periods**

Rest periods shall be as follows:

1) a break to rest and to eat;

2) additional and special breaks for rest during a working day (shift);

3) uninterrupted rest of 24 hours in between working days (shifts);

4) weekly uninterrupted rest;

5) an annual rest period (public holidays, annual leave).

**Article 158. Break to Rest and to Eat**

1. Employees shall be granted a break of maximum two hours and minimum half an hour to rest and to eat. This break shall be provided, as a rule, after half of the working day (shift) but not later than after four working hours.

2. An employee shall use the break to rest and to eat at his discretion. During the break he may leave the workplace. This break shall not be included in the working time.

3. In a six-day working week, on the eve of rest days and public holidays, work may continue without a break to rest and to eat only where the duration of the working day does not exceed six hours.

4. An employer must take care that adequate conditions are provided for employees to rest and to eat during the break.

5. Categories of work where, owing to industrial conditions, no breaks to rest and to eat may be made, employees must be provided a possibility to eat during working time.

6. The beginning, end and other conditions of a break to rest and to eat shall be set by work regulations, the work schedule, a collective agreement and a contract of employment.

**Article 159. Additional and Special Breaks**

1. Employees shall be entitled, taking due account of the working conditions, to additional rest breaks.

2. Employees under eighteen years of age, who work for more than four hours, must be granted an additional break of at least 30 minutes to rest during their working time. This break shall be included in their working time.

3. When work is performed out of doors or in unheated premises, where the temperature is below $-10^{o}$ C, also when performing physically demanding or mentally strained work or work involving exposure to other effects adverse to health, special breaks must be provided.

4. Additional and special breaks shall be included in the working time and the procedure for establishing them shall be approved by the Government.

5. The number of additional and special breaks, their duration and the place of rest shall be defined, taking account of the specific working conditions, in collective agreements or work regulations.

**Article 160. Daily Rest**

1. The duration of uninterrupted rest between working days (shifts) may not be shorter than 11 consecutive hours per 24-hour period.

2. The duration of daily uninterrupted rest to employees under sixteen years of age must be at least 14 hours, and to persons from sixteen to eighteen years of age - at least 12 hours and must fall in the time from 10 p.m. to 6 a.m.

**Article 161. Uninterrupted Weekly Rest**

1. Sunday shall be a general rest day and where there is a five-day working week - Saturday and Sunday, with the exception of cases specified in paragraphs 2, 3 and 4 of this Article and in other regulatory acts.

2. For enterprises and organisations where work cannot be interrupted because it involves the need for continuity of services to be provided to the population (public transport, health institutions, public utilities, theatres, museums, etc.) rest days shall be established by the executive municipal body.

3. At enterprises and organisations where work cannot be interrupted on technical production grounds or involving the need for continuity of services to be provided to the population as well as at other enterprises of continuous production, rest days shall be provided on other week days in succession to each group of the employees in accordance with work (shift) schedules. Work (shift) schedules shall be drawn up and approved in accordance with the procedure prescribed by Articled 147 of this Code.

4. In the case of summary recording of working time, employees shall be provided rest days in accordance with work (shift) schedules.

5. A weekly uninterrupted rest period shall not be shorter than 35 hours. In the cases referred to in paragraphs 2, 3 and 4 of this Article both rest days must be provided in succession.

6. It shall be prohibited to assign work on rest days, with the exception of work which cannot be interrupted on technical production grounds (enterprises and organisations of continuous operation), work involving the need to provide services to the population as well as work involving urgent repairs and loadings. Pregnant women, women who have recently given birth, breast-feeding women, employees raising a child under three years of age, and employees alone raising a child under fourteen years of age or a disabled child under sixteen years of age, as well as persons under eighteen years of age may be assigned to work on rest days only with their consent.

7. Persons under eighteen years of age must be provided at least two rest days per week.

8. For the purpose of combining rest periods of employees with holidays, rest days at enterprises, establishments and organisations financed from the state and municipal budgets may be moved by a resolution of the Government which is of a recommendatory character to other enterprises, establishments and organisations. Working time may not be extended due to the rescheduling of rest days.

**Article 162. Public Holidays**

1. Enterprises, offices and organisations shall not work on the following public holidays:

1) January 1 – New Year's Day;
2) February 16 – Day of Re-establishment of the State of Lithuania;
3) March 11 – Day of Re-establishment of Lithuania's Independence;
4) Easter and Easter Monday (Western Church);
5) May 1 – International Labour Day;
6) first Sunday in May – Mother's Day;
7) first Sunday in June – Father's Day;
8) June 24 – Dew (Rasos) and St John’s Day;
9) July 6 – Day of the State (Coronation of King Mindaugas)
10) August 15 – Assumption Day;
11) November 1 – All Saints’ Day;
12) December 24 – Christmas Eve’s Day;

13) December 25 and 26 – Christmas days.

2. It shall be prohibited to assign work during public holidays, with the exception of work which cannot be interrupted on technical production grounds (enterprises and organisations of continuous operation), work involving the need to provide services to the population as well as work involving urgent repairs and loadings. Pregnant women, women who have recently given birth, breast-feeding women, employees raising a child under three years of age and employees raising a child under fourteen years of age or a disabled child under eighteen years of age, and persons under eighteen years of age may be assigned to work during public holidays only with to their consent.

**Article 162(1). Repealed as of 30 December 2008**

**Article 163. Remembrance Days**

Days which are regarded as remembrance days under law shall be working days.

**Article 164. Types of Leave**

Leave shall be an annual leave and a special-purpose leave.

**Article 165. Annual Leave**

1. Annual leave shall be a period calculated in calendar days granted to an employee for rest and rehabilitation of working capacity, whereby his job (position) and the average wage is retained. The public holidays referred to in Article 162 of this Code shall not be included in the period of annual leave.

2. Annual leave shall be minimum, extended and additional.

**Article 166. Minimum Annual Leave**

1. The minimum annual leave shall be a period of 28 calendar days.

2. The minimum annual 35-calendar-day leave shall be granted to:

1) employees under eighteen years of age;

2) employees who are alone raising a child under fourteen years of age or a disabled child under eighteen years of age;

3) disabled persons;

4) other persons specified by laws.

3. Annual leave shall not be shortened for part-time employees.

**Article 167. Extended Annual Leave**

Extended annual leave up to 58 calendar days shall be granted to certain categories of employees whose work involves greater nervous, emotional and intellectual strain and professional risk, as well as to those employees who work in specific working conditions. The Government shall approve a list of categories of employees who are entitled to the extended leave and shall define therein the specific duration of the extended leave for each category of employees.

**Article 168. Additional Annual Leave**

1. Additional annual leave shall be granted:

1) to employees for work under the conditions deviating from the normal working conditions;

2) for a long uninterrupted employment at the same workplace;

3) for a specific character of work.

2. The duration of additional annual leave, the terms and conditions as well as the procedure for providing it shall be established by the Government. A contract of employment, a collective agreement or work regulations may provide for a longer additional annual leave or additional annual leave of types other than those specified in this Article.

**Article 169. Procedure for Granting Annual Leave**

1. Annual leave for each working year shall be granted in the same working year.

2. Annual leave for the first working year shall be granted, as a rule, after six months of uninterrupted work at the enterprise. For the second and subsequent working years annual leave shall be granted at any time of the working year in accordance with the annual leave schedule. The procedure for making the schedule shall be stipulated in a collective agreement and, where such an agreement is not made, the annual leave schedule shall be made by agreement between the parties.

3. Where there are less than six months of uninterrupted work, annual leave shall be granted at the request of an employee in the following cases:

1) to women before or after a maternity leave;

2) in other cases laid down by laws and collective agreements.

4. The following persons shall be entitled to choose the time of annual leave after six months of uninterrupted work at an enterprise:

1) persons under eighteen years of age;

2) pregnant women and employees alone raising a child under fourteen years of age or a disabled child under eighteen years of age.

5. Men shall at their request be granted their annual leave during the maternity leave of their wives.

6. During the first year of employment, the teaching staff of educational institutions shall be granted annual leave during summer holidays of school children and students, irrespective of the date when the staff began to work at the appropriate institution.

7. Annual leave for persons, who are studying without interruption of their employment, shall be adjusted, at their request, with the time of their examinations, tests, work on the graduation thesis, laboratory work and consultations.

8. Employees who are taking care of sick or disabled persons at home as well as persons who are suffering from chronic diseases which become more acute depending on the atmospheric conditions shall be granted their annual leave at the time of their choice subject to a recommendation of a health institution.

**Article 170. Length of Service Entitling to Annual Leave**

1. The year of employment for which annual leave is granted shall include:

1) the actual period of work;

2) the period during which, under law, an employee retains his job (position) and the full wage or a part thereof;

3) the period during which, under law, an employee retains his job (position) and is paid a grant or other benefits, with the exception of the period of parental leave until the child reaches three years of age;

4) the period during which the employee received a sickness, maternity or paternity benefit;

5) paid annual leave;

6) unpaid leave for up to 14 calendar days;

7) unpaid leave for up to 30 calendar days for disabled employees;

8) unpaid leave for up to 30 calendar days for employees taking care of a disabled person;

9) the period of involuntary idle time for an employee who has been reinstated in his former position;

10) the period of a lawful strike;

11) other periods provided by laws.

2. The year of employment for which annual leave is granted shall start from the date of the recruitment of the employee.

**Article 171. Duration of Annual Leave**

1. Additional annual leave shall be added to the minimum annual leave and may be granted either together with it or separately.

2. The employees who are entitled to an extended annual leave and an additional annual leave shall be granted, subject to their request, either only an extended annual leave or, following the procedure laid down in paragraph 1 of this Article, by adding to the minimum annual leave the additional annual leave.

**Article 172. Division of Annual Leave into Instalments**

Annual leave may, at the request of the employee, be taken in instalments. One instalment of annual leave may not be shorter than 14 calendar days.

**Article 173. Recall from Annual Leave**

Recall from annual leave shall be permitted only on the employee's consent. The unused portion of annual leave shall be granted following the procedure set out in paragraphs 2 and 3 of Article 174 of this Code.

**Article 174. Transfer and Extension of Annual Leave**

1. It shall be permitted to transfer annual leave only at the request or subject to the consent of the employee. Annual leave shall also be transferred where the employee:

1) is temporarily incapacitated;

2) becomes entitled to a special-purpose leave specified in Article 178 of this Code;

3) becomes entitled to unpaid leave referred to in paragraph 1 of Article 184 of this Code;

4) is excused from work for the performance of official or public duties in the cases specified in paragraphs 1 and 3 of Article 183 of this Code;

5) takes part in relief operations after natural disasters and accidents, irrespective of the procedure according to which he was mobilised to take part in these operations.

2. Where the causes specified in paragraph 1 of this Article or any other causes due to which annual leave could not be used, arose before the commencement of annual leave, annual leave shall be transferred to some other time by agreement between the employee and the administration. Where such causes arose during annual leave, the annual leave shall be extended by an appropriate number of days, or, by agreement between the employee and the administration, the unused portion of annual leave shall be carried forward to some other time.

3. The transferred annual leave shall be, as a rule, granted in the same year of employment. At the request or with the consent of the employee, the unused portion of annual leave may be transferred and added to the annual leave of the next year of employment.

**Article 175. Granting of Unused Annual Leave when Dismissing from Work**

When an employee is being dismissed from work, with the exception of cases when he is being dismissed through his own fault, the unused annual leave shall be granted, at his own request, by carrying forward the date of dismissal. If this is the case, the date of dismissal shall be the next day after the final day of the annual leave.

**Article 176. Pay for Annual Leave**

1. During annual leave the employee shall be guaranteed his average wage received at all places of employment. The procedure of computation of the average wage shall be determined by the Government.

2. The pay for annual leave shall be paid at least three calendar days before the commencement of annual leave. Where the pay due to the employee is not paid at the prescribed time not through the fault of the employee, annual leave shall be extended by as many days as the pay was delayed, and the pay for the extended period shall be the same as the pay for annual leave.

**Article 177. Monetary Compensation for Unused Annual Leave**

1. Annual leave may not be compensated by an allowance in lieu. If the employee cannot be granted annual leave due to the termination of the employment relationship or where the employee does not wish to go on leave, he shall be paid an allowance in lieu.

2. An allowance for unused annual leave shall be paid upon the termination of the employment contract irrespective of its term. The amount of the allowance shall be determined on the basis of the number of working days of unused annual leave for this period of employment. If the employee was not granted annual leave for a period longer than one year, the allowance shall be paid for all unused annual leave.

**Article 178. Categories of Special-Purpose Leave**

Special - purpose leave shall be as follows:

1) maternity leave;
2) paternity leave;
3) parental leave until the child reaches three years of age;
4) educational leave;
5) sabbatical leave;
6) leave for the performance of official or public duties;
7) unpaid leave.

**Article 179. Maternity Leave**

1. Women shall be entitled to maternity leave: 70 calendar days before the childbirth and 56 calendar days after the childbirth (in the event of complicated childbirth or birth of two or more children – 70 calendar days). This leave shall be added up and granted to the woman as a single period, regardless of the days used prior to the childbirth.

2. Employees who have adopted newly born babies or who have been appointed as their guardians shall be granted leave for the period from the date of adoption or guardianship until the baby is 70 days old.

3. An allowance provided for in the Law on Social Insurance of Sickness and Maternity shall be paid for the period of leave referred to in paragraphs 1 and 2 of this Article.

4. An employer shall ensure the right of employees to return to the same or an equivalent job (position) after this leave on conditions which are no less favourable to

them, including the wage, as well as to benefit from any improvement in conditions, including the wage, to which they would have been entitled during their absence.

**Article 179(1). Paternity Leave**

1. Men shall be entitled to paternity leave – for the period from the date of the birth of a child until the child is one month old.

2. An allowance provided for in the Law on Social Insurance of Sickness and Maternity shall be paid for the period of leave referred to in paragraph 1 of this Article.

**Article 180. Parental Leave until the Child Reaches Three Years of Age**

1. Parental leave until the child reaches three years of age shall be granted, at the choice of the family, to the mother (adoptive mother), father (adoptive father), grandmother, grandfather or any other relative who are actually raising the child, also to the employee who has been recognised the guardian of the child. The leave may be taken as a single period or be distributed in portions. Employees entitled to this leave may take it in turn.

2. The employee intending to use this leave or to return to work before the end of the leave must give the employer a written notice thereof at least fourteen days in advance. A longer period of notice may be established in the collective agreement.

3. During the period of this leave the employee shall retain his job (position), with the exception of cases when the enterprise is dissolved.

**Article 181. Educational Leave**

1. Employees shall be entitled to educational leave in order to prepare for and take entrance examinations to colleges and higher education institutions - three days for each examination.

2. The employees who are studying at schools of general education or at colleges and higher educational institutions registered in the prescribed manner shall be entitled to educational leave subject to a certificate of the above institutions:

1) to prepare for and take ordinary examinations - three days for each examination;

2) to prepare for and take credit tests - two days for each credit test;

3) for laboratory work and consultations - as many days as are set out on the syllabi and time-tables;

4) to complete and present the graduation thesis (Bachelor's, Master's) - 30 calendar days;

5) to prepare for and take state (final) examinations - six days for each examination.

3. Travel time shall not be included in the period of educational leave.

**Article 182. Sabbatical Leave**

Sabbatical leave shall be granted to complete a thesis, to write a text book and in other cases provided by law. The duration, procedure of granting and payment for sabbatical leave shall be regulated by law, by a contract of employment or a collective agreement.

**Article 183. Leave of Absence for the Performance of Official or Public Duties**

1. Employees shall be granted leave of absence in order to exercise their suffrage; when summoned as a witness, a victim, an expert, an interpreter or an attesting witness, a representative of a public organisation or the entire body of

employees to pre-trial investigation bodies, the prosecutor's office and the court; to act as a donor and in other cases specified by laws.

2. The employees who have been granted leave of absence for the performance of state or public duties shall be paid a wage, or a compensation not less than the average wage by the establishment or organisation whose obligations they are performing unless the law provides otherwise.

3. The elected employees of a trade union functioning at an enterprise shall be granted a leave of absence up to six working days per year to improve their qualifications, to attend various trade union events etc. The procedure of granting a leave of absence and payment shall be stipulated in a collective agreement.

**Article 184. Unpaid Leave**

1. Unpaid leave shall be provided at the employee's request:

1) to employees raising a child under fourteen years of age - for up to 14 calendar days;

2) to employees raising a disabled child under eighteen years of age - for up to 30 calendar days;

3) during a maternity leave and a parental leave until the child reaches three years of age, to the father at his request (to the mother - during parental leave taken by the father until the child reaches three years of age); the aggregate duration of the above leaves may not be longer than three months;

4) to a disabled person - for up to 30 calendar days per year;

5) to an employee who alone takes care of a disabled person where the necessity of continuous care has been prescribed by a decision of the Disability and Working Capacity Assessment Office - for up to 30 calendar days per year at the time agreed between the parties;

6) to an employee taking care of a sick family member - for a period recommended by a health institution;

7) for a wedding - at least three calendar days;

8) for a funeral of a family member - at least three calendar days.

2. Unpaid leave for other reasons shall be provided in accordance with the procedure laid down in the collective agreement.

**Article 185. Additional Leave Privileges**

Collective agreements and contracts of employment may provide for a longer leave and leaves of other categories, additional privileges for choosing the time of annual leave, higher pay for annual leave and special-purpose leave than those guaranteed by this Code. These privileges, with the exception of the additional privilege to choose the time of one's annual leave, may not be laid down in collective agreements and contracts of employment concluded at establishments and organisations financed from the state, municipal and state social insurance fund budgets and the resources of other funds established by the State, nor in the agreements and contracts concluded at the Bank of Lithuania.

## CHAPTER XV
## WAGE. GUARANTEES AND COMPENSATIONS

**Article 186. Wage**

1. A wage shall be remuneration for work performed by an employee under a contract of employment.

2. A wage shall comprise the basic salary and all additional payments directly paid by the employer to the employee for the work performed.

3. The wage of an employee shall depend upon the amount and quality of work, the results of the activities by the enterprise, establishment or organisation as well as the labour demand and supply on the labour market. Men and women shall get an equal pay for equal or equivalent work.

4. A wage shall be paid in cash.

**Article 187. Minimum Wage**

1. The Government, upon the recommendation of the Tripartite Council, shall determine the minimum hourly pay and the minimum monthly wage. Upon the recommendation of the Tripartite Council, the Government may establish different minimum rates of the hourly pay and the minimum monthly wage for different branches of economy, regions or categories of employees.

2. Collective agreements may establish higher rates of the minimum wage than those referred to in paragraph 1 of this Article.

3. The hourly pay or the monthly wage of an employee may not be less than the minimum rates referred to in paragraphs 1 and 2 of this Law.

**Article 188. Organisation of Remuneration for Work**

**Version of paragraph 1 before 31 December 2010:**

*1. The conditions and rates of remuneration for work, tariffs and qualification requirements for professions and positions, work quotas, the procedure for setting tariffs for work and employees shall be laid down in collective agreements or, in the absence of a collective agreement, in work regulations or other internal (local) regulatory acts, upon agreement with the employees' representatives.

**Version of paragraph 1 after 1 January 2011:**

1. The conditions and rates of remuneration for work, tariffs and qualification requirements for professions and positions, work quotas, the procedure for setting tariffs for work and employees shall be laid down in collective agreements.

2. Specific hourly pay on the rate basis, monthly wages, other forms of remuneration for work and conditions, work requirements (output, time, service and other requirements) shall be laid down in collective agreements and contracts of employment.

3. When applying the work classification system for determining the wage, the same criteria shall be equally applied to both men and women, and the system must be developed in such a way so as to avoid discrimination on the grounds of sex.

***Note**: the provisions of collective agreements agreed pursuant to this Law **shall be valid until 31 December 2010**.*

**Article189. Remuneration for Work to Employees of State and Municipal Enterprises, Establishments and Organisations**

The terms and conditions of remuneration for work to employees of establishments, enterprises, and organisations financed from the state, municipal and state social insurance budgets, from the resources of funds established by the State as well as to employees of the Bank of Lithuania shall be established in accordance with the procedure prescribed by laws.

**Article 190. Indexing of the Wage**

The wage shall be indexed in accordance with the procedure prescribed by laws.

**Article 191. Provision of Normal Working Conditions**

The employer must ensure normal working conditions for the employees so that they could meet the work requirements. Such conditions shall be as follows:

1) adequate condition of the machinery, equipment and devices;

2) timely provision of technical documentation;

3) adequate quality of materials and tools necessary for the performance of work and their timely supply;

4) supply of electricity, gas and any other kind of energy necessary for the industrial processes;

5) safe and non-hazardous working conditions (compliance with safety regulations and requirements, adequate lighting, heating, ventilation, control of noise, irradiation, vibration and other harmful factors having an adverse effect upon the employees' health, etc.);

6) adequate conditions, following the procedure prescribed by regulatory acts, for the improvement of qualifications and work skills;

7) provision of other conditions necessary for the performance of specific types of work.

**Article 192. Remuneration for Work in the Event of Non-conformity with the Normal Working Conditions**

1. In the event of non-conformity with the normal working conditions, the pay for work under such conditions will be higher than the pay rate applicable under the normal working conditions. Specific pay rates shall be defined in collective agreements and contracts of employment.

2. Classification of working conditions and concentrations and levels of factors hazardous for health shall be regulated by laws and other regulatory acts.

**Article 193. Remuneration for Overtime and Night Work**

Overtime and night work shall be paid for at the rate of at least time and a half of the employee's wage specified in paragraph 2 of Article 186 of the Labour Code.

**Article 194. Remuneration for Work on Rest Days and Public Holidays**

1. Work on a rest day or a public holiday, which has not been provided for in the work schedule, shall be paid for at least at the double rate of the employee's wage specified in paragraph 2 of 186 of the Labour Code or, at the request of the employee, compensated for by granting the employee another rest day during the month or by adding that day to his annual leave and paying his average wage for these days.

2. Work on a public holiday under the work schedule shall be paid for at the rate of at least two times the employee's wage specified in paragraph 2 of Article 186 of the Labour Code.

**Article 195. Payment for Idle Time**

1. The pay for idle time which is not the employee's fault shall be at least at the prescribed minimum hourly rate for each idle hour.

2. Where the work pay of an employee transferred, due to idle time, to another job in accordance with the procedure prescribed by law, decreases for reasons unrelated to him, he shall be paid the average wage he received before the transfer.

3. Where in the event of idle time the employee is not offered another job at the enterprise, according to his profession, speciality and qualifications, in which he could work without causing harm to his health, he shall be paid at least one-third of the average monthly wage that was used before the idle time but not less than the minimum hourly pay approved by the Government for each idle hour.

4. Where the employee refuses in writing the offered job according to his profession, speciality, and qualifications, in which he could work without causing harm to his health, he shall be paid at least 30 percent of the hourly pay established by the Government for each idle hour.

5. For staying at the place of work during idle time at the request of the employer the pay of the employee shall be in the amount specified in paragraph 3 of this Article.

6. A collective agreement or an employment contract may provide for cases of absence from work during idle time.

7. There shall be no pay for idle time through the employee's fault.

**Article 196. Payment for Incomplete Working Time**

The pay for incomplete working time (an incomplete working day or week) shall be proportionate to the time spent at work or to the work carried out.

**Article 197. Remuneration for Increased Scope of Work**

1. When the employee's scope of work is increased in comparison with the prescribed scope, he shall receive a proportionately higher pay.

2. Specific rates of work pay shall be defined in collective agreements and contracts of employment.

**Article 198. Remuneration for Work in the Case of Shorter Hours**

The terms of work pay for the employees who are working shorter hours shall be determined by the Government.

**Article 199. Remuneration for Work in the Case of Manufacturing of Defective Products**

1. Employees who manufacture products recognised as defective not through their fault shall be paid at the rate payable for the manufacture of good quality products.

2. Employees who manufacture defective products through the fault of the employer or because of the undetected defects of the materials used, also defective products discovered after the acceptance of the product shall be paid at the rate payable for the manufacture of good quality products.

3. Employees who manufacture defective products through their own fault shall be paid at lower rates, taking into account the degree of suitability of the product.

**Article 200. Work Pay when Output Quotas Have Not Been Met**

1. Where the employee fails to meet the output quota not through his fault he shall be paid for the actual amount of work performed. In this case his monthly pay may not be lower than two-thirds of the pay rate/wage set for him and not lower than the minimum monthly wage established by the Government.

2. In the event of failure to meet the output quota through the fault of the employee, he shall be paid for the actual amount of work performed.

**Article 201. Time Periods, Place and Procedure of Payment of Wage**

1. Wage shall be paid at least twice a month or, at an employee's request in writing - once a month.

2. Specific time periods, the place and procedure of payment of wage shall be specified in collective agreements or contracts of employment.

**Article 202. Pay Slips**

1. All the employees must be given pay slips by the employer.

2. Pay slips shall indicate gross pay, take-home pay and deductions, as well as the duration of the time worked by the employee, specifying the duration of overtime work.

**Version of Article before 31 December 2010:**

***Article 203. Notification of New Remuneration Conditions**

Where new remuneration conditions are established (paragraph 3 of Article 120 of the Code) the employer must notify his employees thereof in writing not later than one month before their effective date. A collective agreement may set a different period of notice, but it may not be shorter than two weeks.

**Version of Article after 1 January 2011:**

**Article 203. Notification of New Remuneration Conditions**

Where new remuneration conditions are established (paragraph 3 of Article 120 of this Code) the employer must notify his employees thereof in writing not later than one month before their effective date.

***Note**: the provisions of collective agreements agreed pursuant to this Law **shall be valid until 31 December 2010**.*

**Article 204. Average Wage**

1. The average wage shall be guaranteed to the employees in cases specified by laws, collective agreements and contracts of employment, and shall be computed following the procedure prescribed by the Government.

2. If the employee, in cases provided by law, is taken off from work for a special assignment, he shall be entitled to a wage or its compensation, not lower than the average wage, by the enterprise, establishment or organisation whose instructions he has to fulfil.

**Article 205. Protection of the Employees Claims in the Case of the Employer's Insolvency**

1. The employer shall be deemed insolvent when bankruptcy procedure is used in respect of him and in other cases provided by law.

2. In cases of the employer's insolvency the claims of the employee relating to employment relationships shall be met by the guarantee institution.

**Article 206. Remuneration for Work when Dismissing the Employee from Work or in the Event of His Death**

1. In the event an employee's dismissal from work, all the amounts of wages due to him shall be paid to him:

**Version of subparagraph 1 before 31 December 2010:**

*1) where the contract of employment is terminated with the employee who works until the day of his dismissal from work – not later than on the day of his dismissal, except for later payments in the cases referred to in paragraph 1 of Article 141 of this Code;

**Version of subparagraph 1 after 1 January 2011:**

1) where the contract of employment is terminated with the employee who works until the day of his dismissal from work – not later than on the day of his dismissal;

2) where the contract of employment is terminated with the employee who does not work on the day of dismissal due to his incapacity, absenteeism, deprivation of liberty, etc. - within one day after the date when the employee dismissed from work requested to be paid.

2. In the event of the employee's death, the wages due to him and other amounts shall be paid to the members of the family of the deceased or to the persons who buried him - not later than within three working days after a document certifying his death has been submitted.

***Note**: the provisions of collective agreements agreed pursuant to this Law **shall be valid until 31 December 2010**.*

**Article 207. Late Payment of the Wage and Other Payments Relating to Employment Relationships**

1. Where the wage or any other payments relating to employment relationships are paid late through the fault of the employer, the employee shall also be paid at the same time the late penalties due to him under law.

2. When bankruptcy proceedings are instituted against the enterprise or where the bankruptcy procedure is used out of court, the calculation of late penalties shall be terminated from the date of instituting bankruptcy proceedings/the decision of the creditors to use the bankruptcy procedure.

**Article 208. Disclosure of the Wage**

1. Information about the employee's wage shall be made available or public only in cases provided by laws or subject to the consent of the employee.

2. At the request of the employee, the employer must issue a certificate about employment at that workplace, by giving particulars about the position of the employee, the length of service, the wage paid to him, the amount of paid taxes and state social insurance contributions, as well as the reason for dismissal from work.

**Article 209. Privileges and Guarantees to the Employees Who Are Studying**

1. Employees who are studying at educational institutions shall be entitled to privileges and guarantees provided by this Code, other laws and regulatory acts. Additional privileges and guarantees may also be provided in collective agreements.

2. The monthly wage of the employees who are studying at educational institutions may not be less than the minimum monthly wage prescribed by the Government.

**Article 210. Conditions of Pay for Educational Leave**

1. The employees specified in Article 181 of this Code, who are studying, taking entrance examinations to colleges and higher educational institutions under study contracts with their enterprise, shall be entitled to a paid educational leave, with the pay at the rate of at least the average wage.

2. The pay for the period of study for the employees who are taking examinations or are studying at their own initiative shall be determined in collective agreements or by agreement of the parties.

**Article 211. Professional Training of the Employees Notified about their Dismissal**

The employees who have been notified about dismissal may be sent to take up training for a profession meeting the needs of the local labour market or to improve their qualifications. The arrangements for their training shall be specified in laws.

**Article 212. Remuneration after Transfer of the Employee to another Job for Health Reasons**

1. If an employee's health deteriorated due to work at the enterprise (he is unable to do his previous job because of a trauma, occupational disease, other impairment of health) and there is no possibility to transfer him to another job suitable to his health and, if possible, his qualifications because there is no job at the enterprise which the employee could perform in his present condition, he shall be paid a sickness benefit of the amount set by laws until a conclusion of the Disability and Working Capacity Assessment Office under the Ministry of Social Security and Labour about the employee's capacity for work is received. Upon determining the level of incapacity for work, the employee shall be paid a health indemnity (under Article 249 of the Code) unless he is covered by social insurance against accidents at work and occupational diseases.

2. Where, under the conditions specified in paragraph 1 of this Article, the employee is transferred to another, lower-paid job, he shall be paid the difference between the previous average wage and the wage received for the work he performs at present until a conclusion of the state social medical examination commission about the employee's capacity for work is received.

**Article 213. Payment for Additional and Special Breaks**

Additional and special breaks shall be included in the working time and the average wage of the employee shall be paid for them.

**Article 214. Additional Privileges to Persons Raising Children**

Employees raising a disabled child under eighteen years of age or two children under twelve years of age shall be granted an additional rest day per month (or have their weekly working time shortened by two hours), and employees raising three or more children under twelve years of age shall be entitled to two additional rest days per month (or have their weekly working time shortened by four hours accordingly) and paid their average wage.

**Article 215. Guarantees for Employees who are Sent to Medical Institutions for Health Checks**

The employees who must have health checks because of the nature of their work shall be paid by the employer their average wage for the time spent for this purpose.

**Article 216. Compensations to the Employees Engaged in Mobile Work or Work Involving Travelling**

The employees whose work is performed while travelling, out of doors, involves travelling or is mobile in its nature shall be compensated for the higher expenses caused by type of work. The compensatory amounts and the procedure of their payment shall be determined by the Government.

**Article 217. Pay upon Refusal to Work**

Where the employee refuses to work for a justified reason (Article 276 of the Code) he shall be paid his average wage for this period. Where the employee refuses to work without a justified reason he shall not be paid for the time missed and he shall compensate the loss sustained by the employer following the procedure established by law.

**Article 218. Guarantees for Donors**

On the day a donor gives blood or blood components he must be granted a leave of absence. The donor must give a notice about his intended absence from work

at least one day before the absence. The administration of enterprises, establishments or organisations must not create obstacles for the employee to go to the blood donors' centre on the day he is to give blood or blood components.

**Article 219. Compensation to the Employees for the Wear and Tear of the Their Instruments and Work Clothes**

1. An enterprise shall guarantee that the employees be issued, free of charge, the instruments, equipment, special clothes necessary for work and other protective equipment, both individual and collective.

2. When the property specified in paragraph 1 of this Article, belonging to the employees, is used for the needs of the enterprise, the enterprise must defray the amounts for the wear and tear of the property to the employee.

**Article 220. Guarantees and Compensations in the Case of Posting to Perform Work**

1. The employees posted to perform work shall be guaranteed that during the period of the posting they shall retain their job (position) and wage. Moreover, they shall be paid per diem and reimbursed the costs relating to the posting.

2. The amounts of, and the procedure for paying, these payments shall be established by the Government.

3. Persons under eighteen years of age cannot be posted to perform work. Pregnant women, women who have recently given birth and breast-feeding mothers, employees raising a child under three years of age and employees who are alone raising a child under fourteen years of age or a disabled child under eighteen years of age may be posted to perform work only with their consent.

4. Additional guarantees to employees who are temporarily posted to a foreign state and to employees who are temporarily posted to the territory of the Republic of Lithuania by foreign state employers shall be established by a special law of the Republic of Lithuania. The guarantees shall be applied regardless of the law applicable to their employment relationships.

**Article 221. Guarantees and Compensations when Admitting to Work or Transferring to Work in another Place**

1. In all cases where an employee is admitted or transferred to work in another location (with the exception of admission or transfer at his own request), he shall be paid:

1) his own or his family members' travel expenses;

2) expenses relating to the removal of his property;

3) per diem for the time spent travelling;

4) the wage during the period of preparation for the trip and settlement in the location but not more than for six days, and for the travel time.

2. Collective agreements or contracts of employment may specify payment of other expenses relating to the transfer (in the form of single benefits, etc.).

3. Where an employee is admitted to work or transferred to work in another location at his own request, the benefits payable to him under paragraph 1 of this Article may be specified by the agreement of the parties.

**Article 222. Paying Back the Compensations Paid**

1. Where an employee failed to come to work for a substantial reason or where he refused to commence work or voluntarily terminated a contract of employment without a substantial reason before its extinction established by law, or agreed upon when being admitted or transferred to work, or, where there is no set time period,

terminated the contract of employment before the expiry of one year of work, or where he committed acts which, under law, constitute the basis for terminating a contract of employment, he must pay back all the amounts paid to him in respect of his transfer to work in another location.

2. An employee who, without a substantial reason, fails to come to work or who has refused to commence work, must return all the amounts paid to him less all the travel expenses he has had.

**Article 223. Settling Pecuniary Claims**

1. Pecuniary claims of the employees arising from employment relationships, claims for compensation for injury or any other bodily harm, occupational disease or death as a result of an accident at work shall be settled as a matter of priority.

2. The resources of the special fund instituted by the Government may be used, in accordance with the procedure established by law, to settle the claims specified in paragraph 1 of this Article.

**Article 224. Grounds for Wage Deductions**

1. Wage deductions may be made only in cases provided by law.

2. Deductions from the wages of the employers to cover their debt to the enterprise, establishment or organisation where they are employed may be made by an order of the administration:

1) to pay back an advance paid by including it in the wage; to return the amounts paid in excess owing to the computation errors; to cover an advance which had been paid for the purposes of posting or relocation and which was not spent within the set period and not duly paid back, also an advance payment for services; to compensate for the damage caused by the employer to his enterprise through his fault. In theses cases, the administration shall have the right to order making deductions within one month, at the latest, from the date of expiry of the deadline for paying back the advance or the debt, of payment of the amount, the overpayment owing to the computation errors, or when the damage caused by the employee was disclosed, where the amount owed by the employee is not in excess of his one average monthly wage;

2) when dismissing an employee from work before the end of the working year for which he was given his annual leave, to recover from him for the days of the leave for which he had not worked. A deduction for those days shall not be made where the employee is dismissed from work without fault.

3. It shall not be permitted to recover the wage overpaid and computed by applying the wrong law, with the exception of cases of the computation errors.

**Article 225. Limitation on Wage Deductions**

1. The total amount of deductions from the wage not exceeding the minimum monthly wage established by the Government may not exceed 20 percent, and when recovering maintenance in the form of periodic payments, compensation for the damage caused by mutilation or other personal injury, also by the deprivation of the life of a breadwinner, as well as compensation for the damage caused by a criminal act – up to 50 percent of the wage payable to the employee.

2. When making deductions from the wage not exceeding the minimum monthly wage established by the Government under several writs of execution, 50 percent of the wage payable shall be retained for the employee.

3. Unless the court sets a smaller amount of deductions, 70 percent shall be deducted from the share of the wage payable exceeding the minimum monthly wage established by the Government.

**Article 226. Prohibition to Make Deductions from Severance Pay, Compensations and Some Other Allowances**

It shall be prohibited to make deductions from the severance pay, compensations and other allowances from which, under law, no recovery is to be made.

## CHAPTER XVI
## LABOUR DISCIPLINE

**Article 227. Ensuring Labour Discipline**

1. Discipline at workplace shall be ensured by providing organisational and economic conditions for normal and efficient work and incentives for good work.

2. Disciplinary measures may be applied to the employees who are in breach of labour discipline.

**Article 228. Employees' Duties**

The employees must work diligently and honestly, comply with labour discipline, fulfil the lawful orders of the employer and the administration in due time and accurately, observe the requirements of technological discipline, labour protection and health, and use the employer's property sparingly.

**Article 229. Employer's Duties**

The employer and the administration must provide proper organisation of the employees' work, comply with the requirements of labour laws and other legal acts, regulating safety and health of the employees, and take care of the employees' needs.

**Article 230. Work Regulations**

The procedure of work at the work place shall be defined by work regulations. They shall be approved by the employer, upon agreement with the employees' representatives.

**Article 231. Special Legal Acts Regulating Labour Discipline**

Labour discipline of individual employees in certain sectors and branches of national economy shall be regulated by laws, disciplinary statutes and regulations or other special legal acts.

**Article 232. Job Description and Regulations**

Duties of the employees in certain professions and of certain categories, apart from disciplinary statutes and work regulations, may be also defined in job descriptions and regulations.

**Article 233. Incentives Offered by the Employer**

For conscientious performance of their employment duties, good quality production, long and excellent work as well as for other results of work the employees may be provided incentives by the employer: expression of gratitude, award of a gift, a bonus, a longer leave, priority in offering a training programme etc.

**Article 234. Breach of Labour Discipline**

Breach of labour discipline shall be non-performance or improper performance of labour duties through the employee's fault.

**Article 235. Gross Breach of Work Duties**

1. A gross breach of work duties shall be a breach of labour discipline involving gross violation of the provisions of laws and other regulatory acts which directly regulate the employee's work, or any other gross transgression of work duties or the prescribed work regulations.

2. A gross breach of work duties shall include:

1) improper conduct with visitors or customers or other actions which directly violate constitutional rights of persons;

2) disclosure of state, professional, commercial or technological secrets or communication of them to a rival enterprise;

3) involvement in activities which, pursuant to the provisions of laws, other regulatory acts, work regulations, collective agreements or employment contracts, are incompatible with job functions;

4) abuse of one's position seeking to receive illegal income for oneself or other persons or for any other personal reasons, also self-willed behaviour or bureaucracy;

5) violation of equal rights for women and men or sexual harassment of colleagues, subordinates or customers;

6) refusal to provide information where laws, other regulatory acts or work regulations impose an obligation to do so, or provision of knowingly wrong information in these cases;

7) acts with elements of theft, fraud, misappropriation or embezzlement of property, acceptance of an illegal reward even though the employee did not incur criminal or administrative liability for these acts;

8) where, during the working time, the employee is under the influence of alcohol, narcotic or toxic substances, with the exception of cases where intoxication was caused by the industrial processes at the enterprise;

9) absence from work throughout the day (shift) without valid reasons;

10) refusal to undergo a medical check-up where such check-ups are mandatory;

11) other offences which are in gross breach of work procedure.

**Article 236. Grounds of Disciplinary Liability**

Disciplinary sanctions may be applied only to the employer who has committed a breach of labour discipline. Laws and other legal acts regulating labour discipline may also provide for disciplinary liability for other breaches.

**Article 237. Disciplinary Sanctions**

The following disciplinary sanctions may be imposed for breaches of labour discipline:

1) caution;

2) reprimand;

3) dismissal from work (paragraph 1 of Article 136 of this Code).

2. Other legal acts regulating labour discipline may also provide for other disciplinary sanctions to be applied in respect of certain categories of the employees.

**Article 238. Selection of a Disciplinary Sanction**

When imposing a disciplinary sanction account must be taken of the gravity of the disciplinary breach and its consequences, the degree of the employee's guilt, the circumstances under which the breach occurred, the previous performance at work.

**Article 239. Prohibition to Impose Several Disciplinary Sanctions for One Breach of Discipline**

Only one disciplinary sanction may be imposed for each breach of labour discipline. If the employee continues to breach labour discipline after he was imposed a disciplinary sanction, a disciplinary sanction may be imposed again.

**Article 240. Procedure of Imposing a Disciplinary Sanction**

1. Before imposing a disciplinary sanction the employer must request the employee in writing to provide an explanation in writing about the breach of labour discipline. If, within the period set by the employer or the administration, the employee fails to provide his explanation without a substantial reason, a disciplinary sanction may be imposed without an explanation.

2. In cases provided by law, a disciplinary sanction may be imposed only subject to a prior consent of an appropriate body.

3. A disciplinary sanction shall be imposed by an order/instruction of the employer or the administration and the employee shall be served a notice of it against his signature.

**Article 241. Time of Imposing a Disciplinary Sanction**

1. A disciplinary sanction shall be imposed immediately after a breach of discipline is disclosed but not later than within one month after the date when the breach was disclosed, with the exception of time when the employee was not available at work due to illness, posting or on leave, and where criminal proceedings against him were instituted - not later than within two months from the termination of the criminal proceedings or from the date when the court judgement became effective.

2. A disciplinary sanction may not be imposed after a lapse of six months from the date when the breach was committed. Where a breach of labour discipline was disclosed during an audit or when taking inventory of pecuniary or other assets, a disciplinary sanction may be imposed not later than within two years after the date of the commission of the breach.

**Article 242. Appeal against a Disciplinary Sanction**

1. A disciplinary sanction may be appealed against in a dispute resolution procedure.

2. A body hearing a dispute shall have the right to lift the sanction taking account of the gravity of the disciplinary breach, the circumstances under which it was committed, the employer's previous work and conduct, whether the sanction is in proportion to the gravity of the breach, and if the procedure of imposing the sanction was complied with.

**Article 243. Term of a Disciplinary Sanction**

Where, during one year after the date when a disciplinary sanction was imposed, no new sanction was imposed upon the employee, it shall be regarded that the employee has had no sanctions.

**Article 244. Lifting of a Disciplinary Sanction**

Where the employee keeps working diligently and conscientiously, the sanction imposed on him may be lifted before the term of the sanction expires.

## CHAPTER XVII
## LIABILITY

**Article 245. Grounds for Incurring Liability**

Liability shall be incurred due to a violation of law during which one party to an employment relationship causes damage to another party through non-performance of work duties or by performing them unsatisfactorily.

**Article 246. Conditions of Incurring Liability**

1. Liability shall be incurred when all the following conditions are present:

1) damage has been caused;

2) damage has been caused through illegal activity;

3) there is a causal relationship between an illegal activity and damage;

4) the offender is guilty;

5) the offender and the victim were in an employment relationship during the violation of law;

6) the resulting damage relates to work activities.

**Article 247. Taking into Account the Victim's Fault**

Where damage was caused through fault of the victim (in cases of injury or death, through gross negligence of the victim/deceased person), compensation of damage shall be reduced taking into account the degree of guilt or a claim for compensation shall be declined.

**Article 248. Cases of Employer's Liability**

The employer's liability shall be incurred where:

1) an employee is injured or dies or contracts an occupational disease unless he was covered by social insurance against accidents at work and occupational diseases (Article 249 of the Code);

2) damage is caused by damage to, destruction or loss of the employee's property (Article 249 of the Code);

3) property interests of the employee and other persons are violated (Article 249 of the Code);

4) an employee sustains non-property damage.

**Article 249. Compensation of Damage Caused as a Result of Injury to, Death of an Employee, Violation of property Interests of the Employee or Other Persons**

The employer, pursuant to the requirements of the Civil Code, must compensate for damage due to injury or any other health impairment of an employee, or, in the event of his death or because of an occupational disease he contracted unless he was covered by social insurance against accidents at work and occupational diseases, also due to damage to, destruction or loss of the property of the employee or violation of his property interests or property interests of other persons.

**Article 250. Compensation of Damage Other than Property Damage**

Parties to a contract of employment must compensate damage other than property damage caused to each other. The amount of damage, in every case, shall be determined by court, in accordance with the Civil Code.

**Article 251. Compensation of Damage after Restructuring of an Enterprise, Establishment or Organisation**

In the event of restructuring of an enterprise, establishment or organisation (the employer) which is under an obligation to compensate damage to the victim, the claim for compensation of damage shall pass to the successor of the rights of this enterprise, establishment or organisation.

**Article 252. Compensation of Damage after Liquidation of an Enterprise**

1. After the liquidation of a state or municipal enterprise, establishment or organisation, the obligation to compensate damage shall pass to the State or the municipality.

2. Where an enterprise, establishment or organisation is liquidated without compensating damage caused to the victims as a result of an accident at work or an occupational disease, the amounts of compensation of damage shall be accumulated and recovered following the procedure laid down in the Civil Code.

**Article 253. Cases of Employees' Liability**

1. An employee must compensate damage arising due to:

1) loss of property or reduction of its value, its damage/break down;

2) misuse of materials;

3) fines and compensation benefits which the employer had to pay through the employee's fault;

4) expenses resulting from damaged articles;

5) improper storage of fixed assets;

6) improper accounting of material and pecuniary assets;

7) failure to prevent production of defective products and theft of fixed or pecuniary assets;

8) any other violations of work rules, job or any other instructions.

**Article 254. Limits of Employees' Liability**

An employee must compensate all damage caused but not in excess of the amount of his three average monthly wages, with the exception of cases specified in Article 255 of this Code.

**Article 255. Cases where Employees Must Compensate all Damage**

An employee must compensate all damage in the following cases:

1) damage was caused deliberately;

2) damage resulting from a criminal act of the employee determined according toe the procedure laid down in the Criminal Code;

3) damage caused by an employee with whom a contract of full liability has been concluded;

4) damage resulting from the loss of instruments, clothes, protective equipment issued to the employee for use at work, also from the loss of materials, sub-products or products in the course of the production;

5) damage caused in any other way or to any other property full liability for which is provided in special laws;

6) damage caused by an employee under the influence of alcohol or narcotic or toxic substances;

7) where this is provided for in a collective agreement.

**Article 256. Contract of Full Material Liability**

**Version of paragraph 1 before 31 December 2010:**

*1. A contract of full material liability may be concluded with employees whose work is directly related to safe-keeping, acceptance, release, sale, purchase and transportation of material assets and in respect of the personal protective equipment issued to an employee for use at work. A list of specific jobs and duties shall be provided for in a collective agreement or, in the absence of a collective agreement, in work regulations, upon agreement with the employees' representatives. This contract

shall be executed in writing. It must specify the material assets for which the employee shall assume full material liability and the obligations which shall be undertaken by the employer to ensure conditions preventing damage.

**Version of paragraph 1 after 1 January 2011:**

1. A contract of full material liability may be concluded with employees whose work is directly related to safe-keeping, acceptance, release, sale, purchase and transportation of material assets and in respect of the personal protective equipment issued to an employee for use at work. A list of specific jobs and duties shall be provided for in a collective agreement. This contract shall be executed in writing. It must specify the material assets for which the employee shall assume full material liability and the obligations which shall be undertaken by the employer to ensure conditions preventing damage.

2. Where, owing to the character of work which is performed together, delimitation of liability of individual employees is not possible, a contract of full material liability may be concluded with a group of employees. In this case damage shall be compensated by all the employees who have signed the contract. The share of each employee's liability shall be determined in proportion to the working time during which the damage was inflicted, unless the contract provides otherwise.

3. Contracts of full material liability may not be concluded with employees who are under eighteen years of age.

***Note**: the provisions of collective agreements agreed pursuant to this Law **shall be valid until 31 December 2010**.*

**Article 257. Determination of the Amount of Damage to be Compensated**

1. The amount of the damage to be compensated shall comprise direct losses and the income which has not been received

2. Where damage is deliberate full damage must be compensated for.

3. Damage shall be computed taking into account the value of property less depreciation and natural reduction of property and the expenses/direct losses sustained.

4. The amount of damage to be compensated shall be in the amount which the employer acquired by the right of recourse due to the compensation of damage caused by an employee.

5. A body for the resolution of labour disputes may reduce the amount of the compensation of damage taking account of the circumstances which had an effect on the creation of liability, the property status of the respondent, with the exception of cases where damage was caused deliberately. Where compensation of damage an employee is to pay is reduced for him on the grounds of his property status, this may not serve as a reason for increasing the compensation the other parties to a group liability have to pay.

**Article 258. Recovery of Damage Caused by an Employee**

1. Damage caused by an employee and not compensated for of his own free will in kind or cash and which is not in excess of his average monthly wage may be deducted from the employee's wage by a written order of the employer.

2. An employer's order to recover the damage may be made within one month from the date of disclosure of damage at the latest.

3. Where an employee contests the employer's order he shall have the right of appeal to a dispute resolution body. The appeal to a dispute resolution body shall suspend the recovery.

## CHAPTER XVIII
## SAFETY AND HEALTH OF EMPLOYEES AT WORK

**Article 259. Safety and Health at Work**

Safety and health at work shall mean all preventive measures intended for the preservation of the functional capacity, health and life of employees at work, which are applied or planned in all stages of the operations of an enterprise in order to protect employees from, or to minimise occupational risks.

**Article 260. Right of Employees to Work in Safety**

1. Every employee must be provided with proper and safe working conditions posing no threat to health as set in the Law on Safety and Health at Work.

2. It is the responsibility of an employer to ensure safety and health at work. Taking into account the size of an enterprise and risks to employees, an employer shall establish in his enterprise or hire a certified occupational safety and health service, or shall perform these functions himself.

**Article 261. Design of Workstations**

1. The workstation and working environment of every employee must be safe, comfortable and non-harmful to health, as well as designed according to the requirements laid down in regulatory acts on safety and health at work.

2. Newly constructed and reconstructed enterprises and their divisions shall be commissioned in accordance with the procedure established by the Government.

**Article 262. Work Equipment**

1. It shall be permitted to use only the work equipment, which is in good working order and satisfies the requirements established in regulatory acts on safety and health at work.

2. The minimum safety and health requirements for work equipment shall be laid down in relevant regulatory acts on safety and health at work.

3. Obligatory safety and health requirements for the production of particular work equipment or their groups, as well as for procedures of the conformity assessment thereof shall be established by technical regulations or other regulatory acts on safety and health at work.

4. Requirements for the safe use of specific work equipment shall be provided by the manufacture in the documentation, which must accompany work equipment.

5. The compulsory continuous maintenance of potentially dangerous equipment shall be carried out by its owners.

**Article 263. Protection from Exposure to Dangerous Chemical Substances**

1. In enterprises whose technological processes involve the use, production, transportation or storage of chemical substances dangerous to human health, employers shall establish and implement measures for safeguarding the health of employees and ensuring the protection of the environment.

2. The packaging of dangerous chemical substances must bear marks of dangerous chemical substances warning of their harmfulness or danger.

3. Employees must be trained and instructed to work safely with specific dangerous chemical substances. Workstations must be supplied with collective protective equipment, as well as special systems for monitoring the quantities of these substances in the working environment and for warning employees of danger. Employees must be provided with personal protective equipment.

**Article 264. Organisation and Performance of Safe Work**

1. Work must be organised in compliance with the requirements laid down in regulatory acts on safety and health at work.

2. On the basis of the principles of ensuring safety and health at work, regulatory acts on safety and health at work, technical documentation of technological processes and work equipment, an employer shall:

1) assess potential risks to the safety and health of employees;

2) fill the Occupational Safety and Health Status Card in the Enterprise. It shall indicate workstations, work equipment, working and rest time which are in compliance with the requirements laid down in regulatory acts on safety and health at work, as well as measures for improving safety and health at work where the level of occupational safety and health does not satisfy the requirements;

3) pursuant to the Regulations of the Occupational Safety and Health Services in Enterprises, establish the procedure for monitoring compliance with occupational safety and health requirements in the enterprise by approving the regulations of the occupational safety and health service in the enterprise or job instructions of occupational safety specialists in the enterprise, by giving instructions to the heads of divisions to implement occupational safety and health measures and to monitor compliance with occupational safety and health requirements;

4) prepare local regulatory acts on occupational safety and health (occupational safety and health instructions, rules for the safe performance of works and other necessary local regulatory acts).

3. The local regulatory acts on occupational safety and health, regulatory acts on safety and health at work approved by an order, ordinance or other act of the employer shall be binding. Employees shall be introduced to them against signature.

4. Failure to comply with the requirements laid down in regulatory acts on safety and health at work, rules for the organisation and performance of works and instructions shall constitute a breach of labour discipline.

**Article 265. Compulsory Health Examinations**

1. Employees under eighteen years of age must undergo a medical examination upon employment and annually thereafter until they reach eighteen years of age.

2. Employees who are likely to be exposed to occupational risk factors must undergo a pre-entry medical examination and periodic medical examinations in the course of employment, according to the medical examination schedule for employees approved in the enterprise. Employees who are exposed to occupational hazards at work and who use dangerous carcinogenic substances in the course of their work shall undergo a medical examination upon employment; and periodic medical examinations in the course of employment and upon changing their work or workplace.

3. For the purpose of protecting the health of the population, employees of enterprises of the food industry, public catering and trading enterprises, waterworks, medical and preventive care institutions and children institutions, as well as of some other enterprises, establishments and organisations must undergo medical examination (medical check-ups).

4. Employees working at night and shift workers must undergo a pre-entry medical examination and periodic medical examinations in the course of employment according to the medical examination schedule for employees approved in an enterprise, establishment or organisation.

5. An employer shall approve the list of employees who must undergo medical examination and the medical examination schedule agreed with the health care institution; he shall introduce employees thereto against signature.

6. Compulsory medical examinations shall take place during working time. Health care institutions shall be paid for compulsory medical examinations of persons

being employed and employees in accordance with the procedure established by the Government. The employer shall pay employees their average wage for the working time spent undergoing medical examination.

7. An employee, who has refused to undergo a medical examination in due time, shall be suspended from work without paying him any wage. Such a refusal shall be treated as gross breach of duties.

8. The list of professions and activities where employees must undergo medical examination upon employment and periodic medical examinations in the course of employment, as well as the procedure of medical examination shall be established by the Government.

**Article 266. Suspension of Works**

1. Works shall be suspended in accordance with the procedure established by regulatory acts:

1) if an employee (employees) has not been trained in safe work;

2) in the event of a breakdown of work equipment or an accident hazard;

3) if work is performed in violation of the established technical regulations;

4) if work is performed without the necessary collective protective equipment or if employees are not provided with the necessary collective and/or personal protective equipment;

5) in other cases when the working environment is harmful and/or dangerous to heath or life.

2. In the event of danger in the enterprise or its division, the employer must:

1) immediately inform all the employees and those employees, who are likely to be exposed to danger, about the imminent danger, as well as inform them of the measures which will be taken to ensure the protection of the safety and life of the employees and of actions to be taken by the employees themselves;

2) take measures to suspend works and to issue orders for the employees to leave working premises and move to a safe location;

3) organise the provision of first aid to the injured, as well as the evacuation of the employees;

4) immediately notify relevant internal and external emergency services (civil safety, fire fighting, health care, police) of the danger and the employees injured;

5) until the arrival of specialised services, start eliminating the danger with the help of the specially trained employees, employees of the occupational safety and health service of the enterprise, as well as employees' representatives.

3. In the cases specified in paragraph 1 of this Article when the employer or his authorised person fails to take measures to protect employees from possible danger, works shall be suspended according to the following procedure:

1) the right to request the suspension of works shall lie with the occupational safety and health committee of an enterprise, and employees' representatives;

2) if the employer or his authorised person refuses to act on the request of the occupational safety and health committee of the enterprise or employees' representatives, the committee or employees' representatives shall inform the State Labour Inspectorate thereof;

3) a state labour inspector may, upon the evaluation of the occupational safety and health situation, adopt a decision to instruct the employer to suspend works;

4) if the employer or head of the division refuse to comply with the request of labour inspectors, the latter shall have the right to apply to police for assistance in order to enforce the request to suspend works and to evacuate employees from dangerous workstations or areas.

4. If possible, employees must immediately inform the employer or head of the division of any work equipment broken down or imminent accident hazard.

5. Every enterprise, establishment, organisation and their divisions must have evacuation plans of employees.

6. Enterprises, which produce, use and store dangerous substances, must have possible accident prevention and containment plans. The list of such enterprises shall be approved in accordance with the procedure established by the Government.

7. Evacuation plans of employees shall be placed on information boards of an enterprise and its divisions in visible places. Evacuation plans, as well as accident prevention and containment plans must be well known to the employees of the occupational safety and health committee of the enterprise and employees' representatives.

8. For the period when works are suspended in the cases specified in paragraph 1 of this Article the employer shall pay employees their average wage.

9. Works must also be suspended when natural environmental conditions prevent from performing work in safety. In the event of danger, in order to prevent accidents at work the employer shall, pursuant to laws, have the right to transfer employees to another work not agreed in their employment contracts in the same enterprise or in another enterprise but in the same location. It shall be prohibited to transfer an employee to such work, which is not permitted due to his health status. If any work at other workplaces is unavailable where employees could work in safety, idle time shall be announced in accordance with the procedure established by laws. Upon the suspension of work in the event of danger due to natural conditions, employees shall be paid as for idle time.

**Article 267. Ancillary Facilities of an Enterprise**

1. In accordance with the procedure established by regulatory acts on safety and health at work, appropriate rest areas, changing rooms, locker rooms for clothes, footwear, and personal protective equipment, sanitary and personal hygiene premises with washbasins, showers, lavatories shall be installed in enterprises.

2. Sanitary and personal hygiene premises of enterprises where dangerous substances are used shall be designed in accordance with specific requirements for the design of such premises. The requirements for the design of such sanitary and personal hygiene premises must be established in regulatory acts on safety and health at work taking into account the nature of activities, materials used, and the number of employees.

3. Medical stations, catering facilities in an enterprise shall be designed in accordance with the requirements for such facilities and taking into account the number of employees.

4. Requirements for ancillary facilities shall be established by the Government.

**268. Qualification Testing of Employers and their Representatives**

1. The knowledge of every employer or his authorised person in occupational safety and health shall be obligatorily tested upon prior to the commencement of operations of the enterprise or provision of services and at least every five years thereafter in accordance with the procedure established by the Government.

2. The list of employers who are exempt from the testing of knowledge in occupational safety and health shall be approved by the Government.

**Article 269. Participation of Employees in Implementing Occupational Safety and Health Measures**

1. The employer must inform and consult employees about all the issues related to the analysis, planning of occupational safety and health situation, the organisation and control of appropriate measures. The employer shall provide conditions for employees and their representatives to take part in discussions concerning occupational safety and health matters. To this end, occupational safety and health committees shall be established in an enterprise or representatives of employees shall be elected. They shall act in accordance with the general regulations of occupational safety and health committees in enterprises approved by the Occupational Safety and Health Commission. Regulations of the occupational safety and health committee in an enterprise shall be approved by the employer in agreement with representatives of the enterprise's employees (Article 19 of the Code).

2. Members of the committee (proxies) and employees' representatives performing the tasks assigned to them shall be paid their average wage.

**Article 270. Training, Instruction and Qualification Testing of Employees in Occupational Safety and Health Matters**

1. The employer may not demand that an employee should begin work in the enterprise if the employee has not been trained and/or instructed to work in safety.

2. The employers shall ensure that the employee placed in the enterprise from any other enterprise should not commence work until he is informed of the existing and potential risk factors in the enterprise and instructed to work in safety at a specific workstation, without regard being given to the fact that he was instructed and trained in safe work in accordance with the established procedure in the enterprise where he has his permanent job.

**Article 271. Providing Employees with Protective Equipment**

1. Pursuant to regulatory acts on safety and health at work and upon the assessment of safety and health situation in the undertaking, the employer shall install collective protective equipment and provide the employees with personal protective equipment free of charge.

2. When collective protective equipment is not sufficient to protect the employees against risk factors, the employees must be provided with personal protective equipment. Personal protective equipment must be adapted to work and comfortable to use, and should not pose any additional risks to the safety of the employees. Requirements for the design, production and conformity assessment of personal protective equipment shall be established by regulatory acts on safety and health at work.

**Article 272. Organisation of Health Care Services**

1. The employer must ensure employees first aid, i.e. call an ambulance in the event of accidents or outbreak of acute diseases at work.

2. The employer or head of the division shall organise the transportation of the employees, who have fallen ill at the workstation or suffered an injury, to a health care institution when their condition does not require calling an ambulance.

3. The employer shall, in accordance with the procedure established in the collective agreement, provide conditions for rendering other health care services.

**Article 273. Duty of the Employer to Transfer the Employee to Another Job for Medical Reasons**

1. The employee, who according to a conclusion of the Disability and Working Capacity Assessment Office under the Ministry of Social Security and Labour or a health care institution about his status of health may not perform the agreed work (hold

position) as it poses danger to his health or his work may be dangerous to others, must be transferred, with his consent, to another job suitable to his health and, if possible, his qualification.

2. If the employee does not agree to be transferred to the proposed job or in the absence of a job in the enterprise to which he could be transferred, the employer shall dismiss the employee in accordance with the procedure established by this Code, except for the case specified in Article 212 of the Code.

**Article 274. Duties of Employees**

1. Employees must comply with the requirements laid down in regulatory acts on safety and health at work and take care of the safety and health of other employees to the largest possible extent.

2. General duties of employees in ensuring the safety and health of employees shall be established in work regulations. Specific duties of employees in safeguarding their own health and life and those of other employees shall be established in occupational safety and health instructions, job descriptions and regulations. They must specify the existing and potential risk factors to the safety and health of employees, as well as requirements for the safe use of work equipment.

**Article 275. Rights of Employees**

Employees shall have the right to:

1) demand that the employer should ensure safety and health at work, install collective protective equipment, provide with personal protective equipment;

2) receive information from the head of the division or the employer about hazardous and/or dangerous factors in their working environment;

3) have access to the results of the initial and periodic medical examinations; in case of disagreement with the examination results, undergo a repeat medical check-up;

4) authorise representative (representatives) of employees to negotiate or enter into negotiations himself with the employer about improvements in occupational safety and health;

5) refuse to work in the event of danger to the safety and health of employees, as well as to perform work for the safe performance whereof an employee has not been trained, or when collective protective equipment is not installed or necessary personal protective equipment is not provided;

6) claim, in accordance with the procedure established by laws, compensation for the damage to health caused by unsafe working conditions;

7) address a representative of employees, the head of the division, the employer, the occupational safety and health service, the occupational safety and health committee of the enterprise, the State Labour Inspectorate or other state institution on safety and health issues.

**Article 276. Refusal to Work by an Employee**

1. In the cases specified in paragraph 5 of Article 275 of this Code an employee shall cease his work and immediately notify the employer in writing of the reason for his refusal to work.

2. If the employer disagrees with the motives presented by the employee concerning failure to ensure safety and health at work, disputes related to the employee's refusal to work shall be settled in accordance with the procedure established by laws.

3. For the period during which the employee refused to work on justified grounds, the employee shall be paid his average wage.

4. An unjustified refusal to work shall constitute a breach of labour discipline and the employee shall not be paid for that period.

**Article 277. Work of Persons under Eighteen Years of Age**

1. Employment of persons who are under eighteen years of age shall be prohibited for:

1) work which is beyond their physical and psychological capacity;

2) work involving exposure to agents which are toxic, carcinogenic, cause genetic mutation or are harmful to health;

3) work involving possible exposure to ionising radiation or other hazardous and (or) harmful agents;

4) work involving a higher risk of accidents or occupational diseases and work which young person might not be able to perform safely due to lack of experience or attention to safety.

2. The procedure of recruitment of young persons, their health surveillance and assessment of their capacity to perform specific work, working time, the list of works prohibited for them and that of dangerous, hazardous factors shall be approved by the Government.

3. The Government shall establish the conditions and procedure of vocational training of persons under eighteen years of age.

4. Persons under eighteen years of age may not be employed in more than one workplace at the same time if the duration of work exceeds that specified in the Law on Labour Protection.

5. A list of persons who are under eighteen years of age must be compiled in an enterprise, establishment or organisation.

**Article 278**. **Maternity protection**

1. Pregnant women or women who have recently given birth or breast-feeding women may not be assigned to perform work in the conditions that may be hazardous and affect the health of the woman or the child. The list of hazardous conditions and dangerous factors prohibited for pregnant women, women who have recently given birth or breast-feeding women (hereinafter - list of hazardous conditions of work) shall be approved by the Government.

2. In compliance with the list of hazardous conditions of work and working environment risk assessment results, the employer must establish the nature and duration of potential effect to safety and health of woman who has recently given birth and breast-feeding woman. Upon assessment of the potential effect, the employer must take necessary measures to ensure that the above risk is eliminated.

3. Where the elimination of dangerous factors is impossible, the employer shall implement measures to adjust the working conditions so that exposure of a woman who has recently given birth or a breast-feeding woman to risks is avoided. If the adjustment of her working conditions does not result in avoidance of her exposure to risks, the employer must transfer the woman (upon her consent) to another job (working place) in the enterprise, establishment or organisation. .

4. Having been transferred to another job (working place) in the enterprise, establishment or organisation, the pregnant woman, the woman who has recently given birth or the breast-feeding woman shall be paid not less than her average pay she received before being transferred to another job (working place).

5. If transferring a pregnant woman to another job (working place) where her and her expected child's exposure to risks could be avoided is not technically feasible, the pregnant woman shall, upon her consent, be granted a leave until she goes on her

maternity leave and shall be paid during the period of extra leave her average monthly pay.

6. If it is not technically feasible to transfer a woman who has recently given birth or a breast-feeding woman after her maternity leave to another job (working place), where her or her child's exposure to risks could be avoided the woman shall, upon her consent, be granted an unpaid leave until her child is 1 year of age and shall be paid for the period maternity insurance contributions prescribed by law.

7. Where a pregnant woman, a woman who has recently given birth or a breast-feeding woman has to attend medical examinations, she must be released from work for such examinations without loss in her average pay, if such examinations have to take place during working hours.

8. In addition to the general break to rest and to eat, a breast-feeding woman shall be at least every three hours given at least 30-minute breaks to breast-feed. At the mother’s request the breaks for breast-feeding may be joined or added to the break to rest and eat or given at the end of the working day, shortening the working day accordingly. Payment for these breaks to breast-feed shall be calculated according to the average daily pay of the employer.

9. Pregnant women, women who have recently given birth or breast-feeding women may not be assigned to work overtime without their consent.

10. Pregnant women, women who have recently given birth or breast-feeding women may be assigned to work at night, on rest days or on holidays, or posted to perform work only with their consent. If such employees refuse to work at night and submit a certificate that such work would affect their safety and health, they shall be transferred to day-time work. Where it is not possible to transfer such employees to day-time work due to objective reasons, they shall be granted a leave until they go on maternity leave or child-care leave until the child is 1 year of age. During the period of leave granted before the employee goes on maternity leave she shall be paid her average monthly pay.

**Article 279. Guarantees of Safety and Health at Work for Working Disabled Persons**

Safety and health at work for working disabled persons shall be guaranteed by this Code and other laws, also other regulatory acts regulating safety and health at work.

**Article 280. Assessment of Safety and Health at Work**

1. Safety and health of workers at work shall be assessed on the basis of the degree of compliance of working conditions and work equipment in the enterprise, its divisions with the requirements of regulatory acts on employee safety and health at work.

2. Working conditions shall be assessed on the basis of the degree of compliance of the working environment at workstations, character of work, and the organisation of working time and rest periods with the requirement laid down in this Code, other regulatory acts on employee safety and health at work

3. The assessment of the compliance of workstations with safety and health at work requirements shall be organised by the employer on the basis of regulatory acts on employee safety and health at work.

**Article 281. Reports on Accidents at Work and Occupational Diseases**

1. An employee who is injured in an accident at work or contracts an acute occupational disease and any person who witnessed the incident in question or its

consequences must, if he is in the position to do so, immediately report this to the head of the division, the employer, the safety and health at work service of the enterprise.

2. In the event of accidents at work resulting in the death of the injured person, serious accidents at work, also in the event of the employee's death at work as a result of a disease, not related to work the employer must immediately notify the district prosecutor's office and the State Labour Inspectorate thereof.

3. In the event of acute occupational diseases resulting in the death of the person who suffered from the diseases the employer must immediately report to the district prosecutor's office, the State Labour Inspectorate and the territorial institution of Public Health Care Service.

**Article 282. Investigation of Accidents, Occupational Diseases**

1. All enterprises, establishments and organisations shall apply a uniform and obligatory procedure for the investigation and registration of accidents at work and occupational diseases. The regulations of the investigation and registration of accidents at work and occupational diseases shall be approved by the Government.

2. An injured persons or his representative may take part, according to the established procedure, in the investigation of the accident at work, he shall be entitled to have access to the material of investigation of the accident at work and occupational disease, must be given the statement of investigation of the accident at work or occupational disease, may appeal to the Chief State Labour Inspector and the court against the results and findings of the investigation.

**Article 283. Compensation for Damage to an Employee's Health**

1. The employee who has lost his functional capacity as a result of an accident at work or occupational disease which resulted in the loss of income shall be compensated for the pay lost in accordance with the Law of the Republic of Lithuania on Social Insurance against Accidents at Work and Occupational Diseases and other laws.

2. If the injured employee has not been covered by social insurance against accidents at work or occupational diseases, the income lost due to loss of functional capacity and medical aid and treatment costs as well as the expenses related to the victim's social, medical and professional rehabilitation shall be compensated by the employer in accordance with the procedure established by the Civil Code.

**Article 284. Management and Control of Employees' Safety and Health at Work**

1. The Ministry of Social Security and Labour, the Ministry of Health, in compliance with the Constitution of the Republic of Lithuania, this Code, other laws, Government resolutions and other regulatory acts shall implement, according to its competence, the state policy in the sphere of employee safety and health.

2. The State Labour Inspectorate shall exercise control over compliance with the employee safety and health requirements in the enterprises. The functions, rights and responsibility of the State Labour Inspectorate shall be established by the Law on State Labour Inspectorate.

## CHAPTER XIX
## INDIVIDUAL LABOUR DISPUTE

**Article 285. Individual Labour Dispute**

An individual labour dispute shall mean a disagreement between the employee and the employer regarding the exercise of the rights and the fulfilment of the duties

established in labour laws, other regulatory acts, the employment contract or collective agreement, which shall be heard in accordance with the procedure laid down in this Chapter.

**Article 286. Bodies Hearing Individual Labour Dispute**

Unless this Code or other laws establish a different dispute resolution procedure, individual labour disputes shall be heard by:

1) labour disputes commission;

2) court.

**Article 287. Clerk of the Labour Disputes Commission**

The employer shall appoint the clerk of the Labour Disputes Commission for providing technical services to the Commission. The clerk shall accept and register applications, obtain from the relevant services documents required for considering the application, the experts' opinion, inform of the assigned time and place of hearing of the case, draws up the record of the Labour Disputes Commission, dispatch excerpts and decisions, refer the case to the court and fulfil other assignments of the Labour Disputes Commission.

**Article 288. Formation of the Labour Disputes Commission**

1. Labour Disputes Commissions shall be formed from an equal number of representatives of the employees and the employer. The representatives of the employer shall be appointed by the employer's order (directive).

2. If a Labour Disputes Commission has not been formed in an enterprise, establishment or organisation, the employer, upon receiving the application addressed to the Labour Disputes Commission, must within the time limits set in paragraph 1 of Article 291 of this Code appoint the clerk of the Labour Disputes Commission and initiate the formation of the Labour Disputes Commission.

3. The Commission shall be formed for a term of up to two years.

4. The chair of the Commission at every meeting shall be taken in turn by the representatives of the employees and the employer.

**Article 289. Powers of the Labour Disputes Commission**

The Labour Disputes Commission shall be mandatory primary body for dispute resolution, unless this Code or other laws establish other dispute resolution procedure.

**Article 290. Preparation of the Labour Case for Hearing in the Labour Disputes Commission**

1. The applications addressed to the Labour Disputes Commission shall specify the names, surnames of the claimant, respondent, other persons participating in the case, the name and address of the employer, indicate the circumstances, grounds and evidence on which the claimant's claims are based and shall contain a clearly formulated demand and the list of documents attached.

2. An application shall be submitted to the clerk of the Labour Disputes Commission or, in the absence of such - to the employer (paragraph 2 of Article 288 of the Code). The clerk shall register the application, notify the Labour Disputes Commission, prepare the case for hearing, obtain the required documents, calculations, findings, notify the participants in the case of the time and place of the hearing of the case, deliver a copy of the application to the respondent.

**Article 291. Meetings of the Labour Disputes Commission**

1. A meeting of the Labour Disputes Commission must be convened within seven days from the day of filing of the application. The application must be considered within 14 days from the day of filing.

2. A meeting of the Labour Disputes Commission shall be considered valid if attended by an equal number of the employer and employees.

**Article 292. Hearing of the Case, Passing of a Decision**

1. The decisions of the Labour Disputes Commission shall be passed by agreement between the representatives of the employees and the employer - members of the Labour Disputes Commission.

2. In case the members of the Labour Disputes Commission fail to reach an agreement, a notice shall be made in the record of the Labour Disputes Commission stating that the parties failed to reach an agreement and a decision was not passed.

3. The decision passed by the Labour Disputes Commission shall be entered in the record of the Labour Disputes Commission. The form thereof shall be approved by the Government. The record shall be signed by the chairman, members and the clerk of the Labour Disputes Commission. The amount awarded shall be given in the decisions regarding the satisfaction of monetary claims. The awarded amount and the default interest shall be paid prior to the day of execution of the decision. The clerk of the Labour Disputes Commission shall within five days deliver against signature to the persons participating in the case a copy of the decision of the Labour Disputes Commission or, in the event of failure by the parties to reach an agreement, an except from the record.

**Article 293. Appealing against the Decision of the Labour Disputes Commission**

1. An employee, who is not satisfied with the decision of the Labour Disputes Commission, also in cases when the labour dispute has not been resolved at the Labour Dispute Commission within the time limits set in paragraph 1 of Article 291 of this Code, as well as in cases when the parties failed to reach an agreement at the Labour Disputes Commission, shall be entitled to appeal to the court within one moth.

2. The decision of the Labour Disputes Commission shall not be subject to appeal by the employer.

**Article 294. Execution of the Decision of the Labour Disputes Commission**

1. The respondent is bound to execute the decision of the Labour Disputes Commission within ten days from the receipt of a copy of the decision, unless another date of execution is set in the decision.

2. In case of failure by the respondent to execute the decision of the Labour Disputes Commission within the time limit set in paragraph 1 of this Article, the employee shall apply to the court with a written request for the enforcement of the decision in accordance with the procedure established for enforcing court decisions.

3. The decision of the Labour Disputes Commission shall not be executed if it is appealed against to court in accordance with the procedure established in paragraph 1 of Article 293 of this Code and the respondent is notified thereof in writing.

**Article 295. Hearing of Labour Disputes in Courts**

1. The following shall be heard in courts:

1) decisions of the Labour Disputes Commission appealed against in accordance with the procedure established in paragraph 1 of Article 293 of this Code;

2) labour disputes where the parties fail to reach agreement in the Labour Disputes Commission (paragraph 2 of Article 292 of the Code);

3) labour disputes when a Labour Disputes Commission was not formed within the time limits set in paragraph 1 of Article 291 of this Code or the dispute has not been settled.

2. The following disputes shall be heard directly in courts without applying to the Labour Disputes Commission:

1) disputes arising in relation to the employment contract in the cases specified in paragraphs 1 and 3 of Article 297 of this Code;

2) disputes regarding the rewarding of the reasons for dismissal from work;

3) disputes between trade unions or other employees' representatives and the employer regarding non-performance of the duties and obligations established in laws or in the contract;

4) disputes on the basis of claims filed by trade unions if the employer fails to timely consider or meet the demands of the trade union to revoke the employer's decisions which have violated the employment, economic and social rights of the members of trade unions established by laws;

5) in the event of termination of employment relationships between the employer and the employee;

6) in other cases prescribed by laws.

**Article 296. Time Limits for Applying to the Labour Disputes Commission**

An employee may apply to the Labour Disputes Commission within three months from the day when he learned or ought to have learned about the violation of his rights.

**Article 297. Disputes relating to the Employment Contract**

1. If an employee disagrees with changes to the principal conditions of the employment contract, suspension from work on the employer's initiative, dismissal from work, he shall be entitled to apply to the court within one month from the day of receipt of the appropriate notice (document). If it is established that the principal conditions of the employment contract were changed, the employee was suspended from work without a valid reason or in breach of laws, the violated rights of the employee must be restored and he must recover the average wage for the entire period of involuntary idle time or the difference in the wage for the time period of being employed in a lower paid job.

2. The demands of officers or bodies who are granted under law the right of suspension from work may be appealed against by the employer and the employee in accordance with the procedure established by laws.

3. If an employee is dismissed without a valid reason or in violation of the procedure established by laws, the court shall reinstate him in his previous job and award him the average wage for the entire period of involuntary idle time from the day of dismissal from work until the day of execution of the court decision.

4. Where the court establishes that the employee may not be reinstated in his previous job due to economic, technological, organisational or similar reasons, or because he may be put in unfavourable conditions for work, it shall take a decision to recognise the termination of the employment contract as unlawful and award him a severance pay in the amount specified in paragraph 1 of Article 140 of this Code as well as the average wage for the period of involuntary idle time from the day of dismissal from work until the effective date of the court decision. In this case the employment contract shall be considered terminated from the effective date of the court decision.

**Article 298. Meeting of Pecuniary Claims**

The employee shall be awarded the amounts of work pay and other amounts related to employment relationships due to him for not longer than 3-year period.

**Article 299. Execution without Delay of Decisions and Rulings**

1. The Labour Disputes Commission or the court shall order execution without delay of the following decisions or orders:

1) on the award of work pay - the parts of decisions not exceeding an average monthly wage;

2) on the reinstatement of the unlawfully dismissed, transferred or suspended employee into his previous job.

2. The court may, on the claimant's application or on its own initiative, allow execution without delay of a decision or a part thereof:

1) on the formulation of dismissal;

2) on the award of payments in compensation for damage caused by reason of an accident at work, other damage to health or contraction of an occupational disease;

3) in other cases if the execution of the decision becomes not feasible or difficult due to special circumstances.

**Article 300. Effects of Failure to Execute Decisions in a Labour Case**

In case of failure by the employer to execute a decision or ruling of the court or Labour Disputes Commission or failure to execute the decision to change the formulation of dismissal, the court shall make a ruling to recover for the employee's benefit the work pay for the entire period from the day of making of the decision (ruling) until the day of its execution.

**Article 301. Recourse on the Execution of the Decision or Ruling**

In case of reversal of the executed decision of the Labour Disputes Commission or court decision or ruling, recourse on the execution of the decision or ruling shall be had according to the provisions of the Code of Civil Procedure.

**Article 302. Expenses of the Labour Disputes Commission and Litigation Costs**

1. All expenses of the Labour Disputes Commission shall be covered by the employer.

2. Litigation costs shall be covered in accordance with the procedure established in the Code of Civil Procedure.

3. Employees shall be exempt from the stamp duty in labour cases in relation to all claims arising from employment legal relationships.

**Article 303. Employment Guarantees of Labour Disputes Commission Members**

1. Members of the Labour Disputes Commission elected by the employees on the employer's initiative may not be dismissed from work if there is no fault on their part under Article 129 of this Code, except in case of liquidation of the workplace.

2. For the time spent hearing labour disputes members of the Labour Disputes Commission shall be paid their average monthly wages.

Annex to
Republic of Lithuania
Labour Code

## EU LEGAL ACTS IMPLEMENTED BY THE LABOUR CODE

1. Council Directive 96/34/EC of 3 June 1996 on the framework agreement on parental leave concluded by UNICE, CEEP and the ETUC.

2. Directive 96/71/EC of the European Parliament and of the Council of 16 December 1996 concerning the posting of workers in the framework of the provision of services.

3. Council Directive 97/81/EC of 15 December 1997 concerning the Framework Agreement on part-time work concluded by UNICE, CEEP and the ETUC – Annex: Framework agreement on part-time work.

4. Council Directive 98/59/EC of 20 July 1998 on the approximation of the laws of the Member States relating to collective redundancies.

5. Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses.

6. Directive 2002/14/EC of the European Parliament and of the Council of 11 March 2002 establishing a general framework for informing and consulting employees in the European Community – Joint declaration of the European Parliament, the Council and the Commission on employee representation.

7. Directive 2002/73/EC of the European Parliament and of the Council of 23 September 2002 amending Council Directive 76/207/EEC on the implementation of the principle of equal treatment for men and women as regards access to employment, vocational training and promotion, and working conditions.

8. Directive 2006/54/EC of the European Parliament and of the Council of 5 July 2006 on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation (recast).

9. Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market.