APPROVED
by Law No. IX-926
of 4 June 2002

LABOUR CODE

PART I

GENERAL PROVISIONS

CHAPTER I

LABOUR LAWS AND RELATIONS REGULATED BY THE LABOUR LAWS

Article 1. Relations Regulated by the Labour Code of the Republic of Lithuania

1. This Code regulates labour relations connected with the exercise and protection of labour rights and performance of obligations established in this Code and other regulatory acts.

2. The limits of regulation of individual spheres of labour relations shall be determined by this Code and by other laws and Government resolutions in accordance with the limits determined by this Code.

Article 2. Principles of Legal Regulation of Labour Relations

1. The following principles shall apply to the regulation of relations specified in Article 1 of this Code:

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, national origin, language, origin, citizenship and social status, religion, marital and family status, age, opinions or views, political party or public organisation membership, factors unrelated 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 labour relations;

9) uniformity of labour laws and their differentiation on the basis of

and psychophysical qualities of the employees;

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

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

2. The state shall support the exercise of labour rights. The labour rights may be in exceptional cases restricted only by law or court judgement, if such restrictions are necessary in order to protect public order, the principles of public morals, public health, property, rights and legal interests.

Article 3. Sources of Labour Law

1. The sources of labour law are the Constitution of the Republic of Lithuania, international agreements of the Republic of Lithuania, this Code, other laws and regulatory acts, regulatory provisions of collective agreements.

2. The Government resolutions and other regulations may regulate labour relations only in the cases and to the extent determined by this Code and other laws.

Article. 4. Labour Laws and other Regulatory Acts

1. The labour laws shall determine:

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

2) legal grounds of employment of the population;

3) rules of conclusion and implementation of collective agreements as well as the liability of the parties for the obligations;

4) the amount of the minimum wage as well as the conditions of remuneration for work in the enterprises, agencies and organisations financed from the state and municipal budgets;

5) maximum working time and standard minimum rest periods;

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

7) basic employee safety and health standards and rules;

8) rights of trade unions and other employee representatives in the sphere of labour;

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

10) principles of ensuring labour discipline;

11) conditions and amount (limits) of liability;

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

2. The Government, other state and municipal institutions shall have the right to adopt, according to their respective competence, regulatory acts on the issues relating to the regulation of labour relations. The provisions of the regulations of the Government, other state and municipal institutions, establishing for the employees condition less favourable than those established by this Code and other labour laws, shall be invalid.

3. Enterprises, agencies, organisations may adopt, according to their respective competence and in the manner prescribed by laws, local (internal) regulatory acts establishing working conditions that are not regulated by labour laws specified in paragraphs 1 and 2 above and by other regulatory acts as well as granting work, social and everyday-life privileges to employees or their groups in addition to those established by laws and other regulatory acts.

4. Tripartite agreements, collective agreements and local (internal) regulatory acts relating to working conditions, under which the position of the employees is made less favourable than 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 the subjects of legal relations pertaining to labour to establish, of their own accord and by way of an agreement, mutual rights and obligations, the above subjects shall guided by the principles of justice, reasonableness and good faith.

Article 5. The Scope of Application of Labour Laws

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

2. Labour relations which arise when persons are employed on board ships or on board aircraft shall be regulated by the labour laws and other regulatory acts of the Republic of Lithuania when the ships are flying the national flag of the Republic of Lithuania or the aircraft is marked with the symbols of Lithuania. The labour laws, other regulations of the Republic of Lithuania shall be applied to persons working on

other means of transport if the employers who own the means of transport are within the jurisdiction of the Republic of Lithuania.

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

4. The labour laws, other regulatory acts of the Republic of Lithuania shall not be applied to the labour relations which occur between foreign employers and employees, when the employees are posted by the employer in the territory of the Republic of Lithuania.

Article 6. Application of Foreign Law

1. Foreign law shall be applied to labour relations where this is established by the international agreements of the Republic of Lithuania, laws of the Republic of Lithuania or agreements between the parties to the employment contract.

2. Foreign law shall not be applied where the application thereof would be 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 Labour Relations of International Character

1. Parties to the employment contract may choose the law applicable both to the entire employment contract and to a part thereof. The choice must be explicit or implicit from the conditions of the employment contract 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 the laws whereof would apply in the absence of an agreement on the applicable law concluded between the parties.

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 the state shall be applied irrespective of the employee's temporary employment 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 labour relations are connected to a greater extent with the state other than the one whose law is applicable according to the principles listed in paragraph 2 (1) and (2) of this Article, the labour law of that other state with the law of which the labour relations are connected to the greatest extent shall be applied.

Article 8. International Agreements

1. Where international agreements of the Republic of Lithuania establish rules other than those laid down by this Code and other labour laws of the Republic of Lithuania, the rules of the international agreements of the Republic of Lithuania shall be applied.

2. International agreements of the Republic of Lithuania shall be directly applied to labour relations, except in cases where international agreements establish that the application thereof requires a special regulatory act of the Republic of Lithuania.

Article 9. Analogy of Law and Legislation

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

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

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

4. If the relations specified in Article 1 of this Code are not regulated by labour laws and regulatory acts, and provisions of other branches of law which regulate similar relations are not applicable to them, the principles listed in Article 2(1) shall be applied when settling the arising disputes.

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 compatibility of its individual constituent parts.

2. 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 provisions, the tasks and objectives of the Code and the interpretation provision 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 regulatory acts regulating labour relations, the provision which is more beneficial for the employee shall apply.

Article 12. Validity of Labour Laws

Labour laws and other regulatory acts regulating labour relations shall have no retroactive effect.

CHAPTER II
SUBJECTS OF LABOUR LAW

Article 13. Natural Persons' Legal Capacity in Labour Relations

1. All citizens of the Republic of Lithuania shall be recognised to have legal ability to exercise labour rights and undertake labour obligations (legal capacity in labour relations). Foreign nationals and stateless persons, who are permanently residing in the Republic of Lithuania, shall have the same legal capacity in labour

relations in the Republic of Lithuania as its citizen. Laws may establish cases of exception from the above provision.

2. A person shall acquire full legal capacity in labour relations and ability to acquire labour rights and undertake labour duties when he reaches the age of 16 years. Cases of exception shall be established by this Code an other labour laws.

Article 14. Employers' Legal Capacity in Labour Relations

1. Employers shall acquire legal capacity in labour relations from the moment of their establishment.

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

Article 15. Employee

An employer is a natural person possessing legal capacity in labour relations according to Article 13 of this Code, employed under employment contract for remuneration.

Article 16. Employer

1. An employer may be an enterprise, agency, organisation or any other organisational structure irrespective of the form of ownership, legal form, type and nature of activities, which has labour capacity according to Article 14 of this Code.

2. An employer may also be any natural person. Legal capacity of the employer shall be regulated by the Civil Code

Article 17. The Staff

The staff shall comprise all employees connected with the employer by labour relations.

CHAPTER III
REPRESENTATION OF LABOUR LAW SUBJECTS

Article 18. Basic Principles of Representation

1. Employers and employees may acquire, change, waive or defend labour rights through the entities representing them. Employees and employers may be represented both in collective and individual labour relations. Representation in collective labour relations shall be regulated by this Code, whereas representation in individual labour relations shall be regulated by the Civil Code, unless such regulation is contrary to this Code.

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

Article 19. Representatives of Employees

1. In labour relations the rights and interests of employees may be represented and protected by the trade unions. Where an enterprise, agency or organisation has no functioning trade union and if the staff meeting has not transferred the function of employee representation and protection to the trade union of the appropriate sector of economic activity, the employees shall be represented by the labour council elected by secret ballot at the general meeting of the staff.

2. One and the same person may not represent and protect the interests of both the employees and the employers.

Article 20. Trade Unions

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

Article 21. Labour Council

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

2. The labour council shall possess all rights of the entities of collective representation if there is no functioning trade union in the enterprise, agency or organisation and the staff meeting has not transferred the function of employee representation and protection to the trade union of the appropriate sector of economic activity (Article 19(1) of the Code).

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

Article 22. Rights of Employees' Representatives

1. The representatives of the employees 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 on the organisation of work in the enterprise;

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

4) to submit proposals to state and municipal institutions;

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

6) to protect the rights of the employees when concluding and implementing contracts of purchase-sale of an enterprise, assignment of a business or part thereof, concentration of market structures or reorganisation of enterprises;

7) to receive information from the employers about their socio-economic situation and projected changes which might affect the employees' situation;

8) appeal to the court against the 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 by means whereof the interests of the employees are represented in the labour relations and which comply with the laws and do not interfere with *bona fide* relations between the parties. If the remit of competence of the employees' representatives is not defined in laws, the remit of their competence shall be determined by the staff in the collective agreement.

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

1. An employer must:

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

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

3) not delay collective bargaining;

4) consider the proposals submitted by the representatives of the employees within the term set in this Code and where such term is not set - within one month and give a reasoned response thereto in writing;

5) provide free of charge the indispensable information on issues relating to work of the enterprise;

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

7) perform other obligations provided for by collective agreements;

8) ensure other rights of the representatives of the employees established by laws.

2. Should the representatives of the employees violate the employer's rights, laws or agreements, the employer shall have the right to apply to the court according to the procedure established by law requesting termination of activity violating his rights, laws or agreements.

Article 24. Representatives of Employers

1. An employer shall be represented both in collective and individual relations by the manager of an enterprise, agency 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 according to their competence to give binding directions to the employees subordinate to them. The officers of the administration shall carry out operational management of the enterprises, agencies and organisations in accordance with laws and documents of establishment of the respective enterprise, agency and organisation.

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

CHAPTER IV
TERMS

Article 25. Definition of the Term

1. The term 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 term may also be defined by a reference to a certain foreseeable event.

Article 26. Calculation of Terms

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

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

3. The term defined by weeks or calendar days shall also cover days off and holidays. Should the last days of the term fall on a non-working day, the working day following it shall be considered as the end of the term. Unless otherwise established by law, a term calculated in days shall be calculated in calendar days.

4. If a term is set for the performance of a certain action, the action may be performed by 24.00 h of the last day of the term. However, if the action is to be performed in a certain enterprise, agency or organisation, the term shall expire at the hour when appropriate operations are terminated in the enterprise, agency or organisation.

5. Written applications and notices submitted to the post office, telegraph or any other communications institution by 24.00 h of the last day of the term shall be considered filed on time.

Article 27. Limitation of Actions

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

2. The general period of limitation for relations regulated by this Code is three years, unless shorter periods of limitation of actions is 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 prescribe non-application of limitation of actions clause with respect to certain other claims.

5. If this Code and other labour laws contain no special provisions regarding application of the limitation of actions clause, the provisions of the Civil Code and Code of Civil Procedure shall be applied to limitation of actions.

Article 28. Extinguishing Terms

1. Labour laws may establish the terms upon the expiry whereof rights and duties related thereto shall extinguish (extinguishing terms).

2. The extinguishing terms, save for the exceptions established by laws, may not be suspended, extended or renewed.

Article 29. Procedural Terms

The procedural terms set in labour laws (terms for the resolution of labour disputes by dispute resolution bodies, terms for appealing against the decisions of the said bodies, etc.) shall be subject to the provisions of the Code of Civil Procedure relating to the application and calculation of the above terms, save for the exceptions provided for by labour laws.

Article 30. Length of Service

1. Length of service is the period of time during which a person had employment relations regulated by this Code as well as other periods which under the regulatory acts and collective agreements may be counted into the length of service with which certain labour rights or additional guarantees and privileges are associated

under labour laws, other regulatory acts and collective agreements. Length of service may be:

1) general, covering all periods of time when the person was connected by employment legal relations as well as other periods that may be counted into the length of service;

2) special, covering the period of employment in any profession, speciality or in a certain office or under certain conditions of work and periods that may be counted into the special length of service;

3) length of service in a certain enterprise, agency or organisation which covers the period of employment with the respective employer and the periods which may be included into the above length of service. Change of the owner of the enterprise, agency or organisation or changes in their subordination, or change of their founders or names, also their merger, division, or take-over shall not affect the length of service in the respective enterprise, agency or organisation;

4) uninterrupted period of service covers the period of employment in one enterprise, agency organisation or several enterprises, agencies or organisations if the person was transferred from one workplace into another by agreement between the employers or on other grounds without interrupting the period of service or provided that the break in the period of service is within the prescribed time limits.

2. The procedure of calculation of the length of service, specified in this Article, paragraph 1, subparagraphs 2, 3 and 4, in enterprises, agencies 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 the 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 Violations

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

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
EXERCISING AND PROTECTING LABOUR RIGHTS

Article 34. Grounds for Arising of Labour Rights and Obligations

Labour rights and obligations may arise, change or expire:

1) under this Code and other laws, employment contracts, collective agreements and other covenants which, thought not stipulated by laws, are not contrary to them;

2) under court judgements;

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

4) due to the damage inflicted;

5) due to legal facts.

Article 35. Exercising Labour Rights and Fulfilling Labour Duties

1. While exercising their rights and fulfilling their duties employers, employees and their representatives are bound to comply with laws, observe the rules of communal life and act adhere to the principles of reasonableness, justice and honesty. Abuse of one's rights shall be prohibited.

2. Exercise of labour rights and fulfilment of labour duties may not violate other persons' rights and interests protected by law. 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 Labour Rights

1. Labour rights shall be protected by laws except in cases when the rights are exercised in violation of their purpose, public interests, peaceful work, good customs or principles of public morals.

2. Labour 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 violation of the right and preventing performance of the acts which violate the right;

3) by obligating to perform the duty;

4) by terminating or modifying the legal relation;

5) by making the person guilty of violation of labour rights repair the property or moral damage inflicted or, in the cases prescribed by law, also exacting from the above person penalty or default payment;

6) in other ways established by laws.

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

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

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

4. Labour rights shall be protected by trade unions according to the procedure established by the laws regulating their activities.

5. In the cases specially established by labour laws labour rights shall be protected according to the administrative procedure.

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

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

Article 37. Protection of Labour Rights by the Employees themselves

The employees shall be permitted to protect their labour rights without applying to the competent bodies only in the cases established by this Code.

Article 38. Liability

Liability for the violations of the rights and duties established by this Code shall be determined by this Code, laws, other regulatory acts, collective agreements and other covenants.

PART II
COLLECTIVE LABOUR RELATIONS
CHAPTER VII
GENERAL PROVISIONS

Article 39. Reconciliation of Interests of Labour Relations Subjects

In order to actualise 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 means the system of interrelations between the employees' and employers' representatives and their organisations and, in certain cases specified by this Code and other laws, also the system of interrelations between the state institutions with a view to reconciling the interests of the subjects of labour relations.

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

1) free collective bargaining;

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

3) inviolability of the existing legal system;

4) actual fulfilment of the obligations;

5) furnishing of objective information;

6) mutual control and accountability;

7) equality of parties, goodwill and respect for lawful 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 the representatives of the 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, agencies, and their structural subdivisions.

Article 43. Forms of Social Partnership

1. Social partnership shall be realised:

1) by forming tripartite or bipartite councils (commissions, committees);

2) by applying information and consultation procedures;

3) by conducting collective bargaining in order to conclude a collective bargaining agreement;

4) through the employees' participation in the enterprise management.

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 according to the procedure established by laws or collective bargaining agreements.

Article 45. Tripartite Council of the Republic of Lithuania

1. By agreement between the social partners the Tripartite Council of the Republic of Lithuania (hereinafter - Tripartite Council) shall be formed from 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 according to the above-indicated procedure. The Regulations of the Tripartite Council, amendments and supplements to the Regulations shall come into force in the manner specified therein.

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

4. The 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 labour relations and social and economic conditions, also on the regulation of mutual relations between the parties to the agreement.

6. The Tripartite Council's agreements shall be published in "*Valstybės žinios*" by the Prime Minister's orders and shall 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 according to the procedure prescribed by laws or collective bargaining agreements for addressing and resolving the issues of labour, employment, employee safety and health and social policy implementation on the basis of trilateral and bilateral co-operation on equal rights basis.

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

Article 47. Information and Consultation

1. Employees shall have the right to information and consultation.

2. The employer (employers' organisation) shall present all information relating to labour relations to the representatives of the employees and their organisations having regard to the level of social partnership.

3. Consultation shall mean discussions between the representatives of the employees and their organisations and the employers and their organisations on the adoption of certain covenants or joint decisions.

4. Information and consultation shall embrace:

1) information relating to the current and future activities of the enterprise and its economic and financial condition;

2) information on the current state and structure of labour relations, and potential changes in employment;

3) information about the measures application whereof is intended in case of a possible redundancy;

4) other information connected with labour relations and activities of the enterprise, unless this information is considered a state, official or commercial secret.

5.. The conditions and procedure of furnishing of information and consultation shall be established in collective bargaining agreements.

6. This Code shall guarantee the right of the employees of EU enterprises or groups of enterprises to receive information and consultations through the European Labour Councils. The status of the Councils, the conditions of their establishment and activities shall be determined by special laws of the Republic of Lithuania.

Article 48. Collective Bargaining

1. The subjects of collective labour relations and their representatives shall co-ordinate 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 shall specify the reason for negotiations. The party seeking negotiations must present clearly formulated demands and 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 bargaining agreement and their representatives shall have the right to demand from the other party to submit information on all issues relating to the negotiations. The information must be presented within one month from the day it was requested, unless otherwise agreed by the parties.

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

6. The parties shall consult on the received information, satisfaction of the submitted claims 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 the collective agreement, drawing up of the 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) level or territorial (municipality, county) level;

3) enterprise (agency, organisation) level or on the level of its structural subdivision.

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 the 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 labour organisation and remuneration for work as well as social guarantees of the employees (professional groups).

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

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

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

2) system of remuneration for work in case of price increases 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 labour, 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. shall be established in the labour agreement.

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 and employers’ organisations of an appropriate sector of industry (production, services, profession).

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

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

1. A national, sectoral and territorial collective agreement shall be applied in the enterprises whose employers:

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

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

2. Where the provisions of a sectoral or territorial agreement are of consequence for an appropriate sector of production or profession, the minister of social security and labour may extend the scope of application 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 according to 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 agreement shall be subject to registration upon application. The registration procedure shall be established by the Government. The national, sectoral and territorial agreement shall be within twenty days from the signing thereof submitted for registration by the party - the employers' organisation.

2. If the employers' organisation fails to register the national, sectoral and territorial 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 agreement for registration. The trade union shall submit the national, sectoral and territorial 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 Agreement

A national, sectoral and territorial agreement shall enter into force from the day of its registration and shall 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 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 Agreement

The implementation of a national, sectoral and territorial agreement shall be controlled by the parties to the agreement or persons authorised by them therefor as well as by the institutions for the control of compliance with labour laws.

Article 58. Resolution of Disputes Arising during the Conclusion and Implementation of a National, Sectoral and Territorial Agreement

Disputes arising over the conclusion and implementation of a national, sectoral and territorial agreement shall be resolved according to the procedure established in Chapter X of this Code.

CHAPTER IX
COLLECTIVE AGREEMENT OF AN ENTERPRISE

Article 59. Collective Agreement of an Enterprise and the Scope of its Conclusion

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

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

3. The specific features of conclusion of a 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 shall be represented, for the purposes of conclusion of the agreement, by the trade union acting in the enterprise and the manager of the enterprise or authorised administrative officers.

2. Where several trade unions are acting in an enterprise, the enterprise's collective agreement 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 a joint representation of the trade unions, the decision on the representation shall be adopted by a meeting (conference) of the employees.

4. If the enterprise has no acting trade union and if the staff meeting has not delegated the functions of representation and protection of the employees to the trade union of the appropriate sector of economic activity, the collective agreement may be concluded between the employer and the labour council in accordance with the regulations for the conclusion of collective agreements established in this Chapter.

Article 61. Contents of Collective Agreement of an Enterprise

1. The parties to a collective agreement of an enterprise shall lay down in the agreement the work, professional, social and economic conditions and guarantees

that 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 make the position of the employees less favourable.

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

1) conditions for conclusion, changing and termination of employment contract;

2) conditions of remuneration for work (provisions regarding wage rates, basic salaries, bonuses, additional pay, 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 time;

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

5) acquisition of profession or speciality, in-service training, retraining, as well as related guarantees and privileges;

6) procedure for implementing the enterprise's collective agreement;

7) exchange of information and consultations between the parties;

8) other work, 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 formed by the parties on parity grounds for drafting a collective agreement of an enterprise. The composition of the commission shall be given in the protocol of agreement of the parties. The date of signing of the protocol shall be considered to be the date of commencement of collective bargaining.

2. Commencing the negotiations, the parties shall discuss what information they will present, the time limit of presentation thereof, the procedure and time limit of drafting of the collective agreement of an enterprise.

3. If no agreement is reached on the information that must be furnished, on the procedure of drafting of the collective agreement, the time limit 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 with a view to eliminating the reasons of disagreement and the time limit for resuming the negotiations.

4. The draft of the enterprise's collective agreement approved by the parties shall be submitted to the employees' meeting (conference). If the meeting (conference) does not approve of the submitted draft, it will decide to either resume the negotiations or to initiate a collective labour dispute. A collective labour dispute may also be started in case of failure to eliminate disagreements specified in paragraph 3 of this Article. If the meeting (conference) of the employees approves of the enterprise's draft collective agreement, the agreement shall be signed by the representatives of the employer and employees.

5. The employees' meeting shall be lawful if attended by at least a half of the employees of the enterprise (structural subdivision), the 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 meeting (conference) of employees shall be convened within five days. A meeting shall be held valid if attended by one-fourth of the employees, and a conference - by a half of the delegates.

6. A meeting of the employees may be convened in the structural subdivisions of the enterprise according to the procedure laid down in the enterprise's collective agreement. Voting results shall be determined on the basis of the number of votes received at the said meetings.

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

Article 63. Coming into Force and Period of Validity of a Collective Agreement of an Enterprise's

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 be valid for the new employer as well.

4. If the enterprise files a petition for bankruptcy or initiates performance of extrajudicial bankruptcy procedure, the validity of the collective agreement of the enterprise shall be restricted based on laws.

Article 64. Amendments and Supplements to the 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 manner in which 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 according to the procedure specified in the agreement by any party after giving an at least three-month advance notice to the other party. Termination of a collective agreement of an enterprise before the lapse of a six months period after the coming 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 the institutions authorised under laws.

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

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

1. Disputes arising during the negotiations for conclusion of a collective agreement of an enterprise also about the changing of the conditions established by laws, other regulatory acts or collective agreements or establishment of new work conditions shall be settled according to the procedure for settlement of collective labour disputes (conflicts of interests) (Chapter X of the Code).

2. Disputes between individual employees and the employer (administration) concerning failure to implement or improper implementation of the collective agreement of the enterprise shall be settled according to the labour disputes resolution procedure (Chapter XIX of the Code).

CHAPTER X
REGULATION OF COLLECTIVE LABOUR DISPUTES

Article 68. Collective Labour Dispute

A collective labour dispute means disagreements between the trade union of an enterprise and the employer or the subjects entitled to conclude collective agreements, arising about the establishment or changing of work, social and economic conditions when conducting the negotiations or when concluding and implementing the collective agreement (conflict of interests), in case of failure to meet the demands made and submitted by the parties according to the procedure established by this Code.

Article 69. Submitting Demands

1. Demands to an employer, subjects of collective agreements may be submitted by:

1) the trade union of the enterprise or the joint representation of trade unions or organisations of trade unions;

2) the labour council if there is no trade union in the enterprise and if the staff meeting has not delegated the function of employee representation and protection to the trade union of a relevant sector of economic activity.

2. The demands must be exactly defined, motivated, set out in writing and handed in to the employer or subject of the collective agreement.

Article 70. Consideration of Demands

The entity to whom the demands are submitted shall consider the demands and within seven days from the receipt thereof communicate his decision in writing to the entity who made and submitted the demands. If the entity who made and submitted the demands finds the decision unsatisfactory, the parties may enlist the services of the mediation officer or refer the dispute for hearing according to the procedure established in Articles 73-77 of this Code.

Article 71. Bodies Hearing Collective Labour Disputes

Collective labour disputes shall be heard by:

1) Conciliation Commission;

2) Labour Arbitration or third party court

Article 72. Formation of Conciliation Commission

1. The Conciliation Commission shall be formed from an equal number of authorised representatives of entities who made the demands and those to whom the demands were submitted. The number of Commission members shall be set by agreement between the parties. The Commission shall be formed within seven days from the day of refusal to meet the demands by the entity who received the demand or if no response was received during the said period.

2. If parties fail to reach an agreement on the number of Commission members, they shall at their discretion delegate their representatives to the 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 its members. By agreement between the parties an independent mediation officer may be appointed chairman of the Conciliation Commission.

Article 73. Hearing of Collective Dispute in the Conciliation Commission

1. Hearing of a dispute in the Conciliation Commission is a mandatory stage of collective dispute resolution.

2. The Conciliation Commission shall 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 Commission meeting in which the labour dispute is heard.

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

Article 74. Decision of the Conciliation Commission

1. Decisions of the Conciliation Commission shall be adopted by agreement between the parties, executed by drawing up a record and must be implemented by the parties within the time limit and according to 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, third party court or wind up the conciliation proceeding 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 district court within the jurisdiction whereof the registered office of the enterprise or the entity which has received the demands made in the collective dispute is located. The composition of the Labour Arbitration, the dispute resolution procedure and the procedure of execution of the adopted decision shall be specified 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 appointment by a written contract. The procedure of dispute resolution and execution of the adopted decision shall be established by the Statute 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 and the third party court shall be binding upon the parties to the dispute.

Article 76. Strike

Strike means a temporary cessation of work by the employees or a group of employees of one or several enterprises if a collective dispute is not settled or a decision adopted by the Conciliation Commission, Labour Arbitration or third party court, which is acceptable to the employees, is not being executed.

Article 77. Declaration of a Strike

1. The right to adopt a decision to declare a strike (including a warning strike) shall be vested in the trade union according to the procedure laid down in its regulations. A strike shall be declared if a corresponding decision is approved by secret ballot by:

1) two-thirds of the enterprise employees voting in favour of a strike in the enterprise;

2) two-thirds of the employees of a structural subdivision of the enterprise and at least a half of the employees of the enterprise who vote in favour of a strike in the structural subdivision of the enterprise.

2. 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 according to the procedure laid down in this Article. When a strike is declared, only the demands which were not met during the conciliation procedure may be put forward.

3. A warning strike lasting not longer than two hours may be held before the strike is declared . The employer must be given an at least seven days' written notice of the warning strike.

4. When a decision is taken to hold a strike (including a warning strike) in railway and public transport, civil aviation, communications and energy enterprises, health care and pharmaceutical institutions, food, water, sewage and waste disposal enterprises, oil refineries, enterprises with continuous production cycle and other enterprises cessation of work in which would result in grave and hazardous consequences for the community or human life and health, the employer must be given a written notice of the strike at least fourteen days in advance.

5. The decision to call a strike shall specify:

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

2) the beginning of the strike;

3) the body leading the strike.

Article 78. Restrictions of Strikes

1. Strikes are prohibited in the internal affairs, national defence and state security systems, as well as in electricity, district heating and gas supply enterprises, first medical aid services. The demands put forward by the employees of the said systems and enterprises shall be settled by the Government, taking into account the opinion of the Tripartite Council.

2. Strikes shall be prohibited in natural disaster areas as well as in the area where state of martial law or state of emergency has been declared in accordance with the procedure established by law until the liquidation of the consequences of natural disaster or lifting of the state of martial law or state of emergency.

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

Article 79. The Body Leading a Strike

A strike shall be lead by the trade union or the strike committee formed by it.

Article 80. Course of a Strike

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

2. During a strike in the enterprises, agencies, organisations specified in Article 77(4) of this Code minimum conditions (services) necessary for meeting the immediate (vital) needs of the society must be ensured. Such minimum conditions (services) shall be determined by the Government in accordance with its competence, having regard to the opinion of the Tripartite Council or by the executive institution of a municipality upon consultation with the parties to the collective dispute. Fulfilment of the above conditions shall be ensured by the body leading the strike, the employer and the employees appointed by them.

3. In case of failure to fulfil the conditions specified in paragraph 2 of this Article, the Government or the executive institution of a municipality may enlist for the purpose the aid of other services.

Article 81. Lawfulness of a Strike

1. When a strike is called, the employer or the entity to whom the demands have been submitted may apply to the court with a petition to declare the strike unlawful. The court shall hear the case within ten days.

2. The court shall declare a strike as unlawful if the objective of the strike contravenes 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 proposed strike will affect the provision of minimum conditions (services) required for meeting the essential (vital) needs of the society and this may endanger human life, health and safety, the court shall be entitled to cancel the proposed strike for a thirty day period or to suspend the strike that is in progress for the above-mentioned period.

Article 82. Legal Position and Guarantees of the Employees on Strike

1. No one may be forced to join a strike or to refuse to take part in a strike. Where there is a strike, the performance of the employment contract with respect to striking employees shall be suspended, whereas their service shall be treated as continuous and they shall retain their social protection under the state social insurance scheme.

2. Employees who are parties to a strike 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 for the breaking off of the strike that the striking employees will be paid the full amount or part of their wage or salary.

3. Non-striking employees who are unable to perform their work by reason of the strike shall be paid for the involuntary idle time or they may be transferred upon their agreement to another job.

Article 83. Actions Prohibited to 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 stop the work (activities) of the enterprise (agency, organisation) or the work (activities) of a structural division;

2) preventing all employees or those who have been assigned from coming to their work place;

3) refusing to provide the employees with work or instruments;

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

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

2. When there is a strike, the employer shall be prohibited from employing other persons to perform the work of the striking employees, except in cases specified in Article 80(3) of this Code.

Article 84. Ending of a Strike

1. A strike shall end:

1. after all demands have been met;

2. after the parties reach an agreement during the ongoing strike to break off the strike under certain conditions;

3. after the trade union which organised the strike recognises that it is inexpedient to continue the strike.

2. After all demands have been met, the decision to break off a strike shall be made by the trade union which declared the strike. The date of resumption of work must be indicated in the written decision to break off the strike.

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 or from its assets, if it declared and led the strike or if the strike was led by the strike committee formed by it.

2. If the funds of the trade union prove insufficient to compensate for the losses, the employer may by his decision use the funds set aside under the collective agreement for the payment to the employees of bonuses, other additional benefits and compensatory payments not provided for by laws .

3. A disciplinary action may be taken against managers and other officers of an enterprise or a structural subdivision who are to blame for the causes of the strike

or who failed to implement or delayed the implementation of the decision made by the conciliation commission (labour arbitration, third party court), violated the requirements of Article 83 of this Code, also they may be subject to liability in the amount of up to six monthly salaries if through their fault damage has been caused to the employers.

4. 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 RELATIONS

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CHAPTER XI
EMPLOYMENT

Article 86. Exercising the Right to Work

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

Article 87. Concept of Employment

Employment means a system of legal, economic or organisational measures provided by state, municipal or other enterprises, agencies, organisations helping to conclude employment contracts.

Article 88. Employment Agencies

1. Mediation services in employment shall be provided free of charge by the Lithuanian Labour Exchange under the Ministry of Social Security and Labour (hereinafter - Lithuanian Labour Exchange). The Lithuanian Labour Exchange shall consist of the National and territorial labour exchanges.

2. Mediation in employment services may also be provided by other enterprises, agencies, organisations whose regulations or founding agreements contain a corresponding provision.

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. Mediation in Employment Abroad

Mediation in the employment of citizens abroad is the exclusive right of the state. The right shall be implemented by the Lithuanian Labour Exchange. Other enterprises, agencies and organisations may act as mediators in employment of citizens abroad only provided they possess licences issued by the institution authorised by the Government.

Article 91. The Unemployed

1. The unemployed are the able-bodies persons who are not employed, are not day students at educational institutions, have insufficient means of subsistence, have registered with a territorial labour exchange as looking for work and ready to accept a job offer or undergo vocational training.

2. The forms of employment services provided and support offered to the unemployed shall be established by a special law.

Article 92. Persons Provided Additional Guarantees in the Labour Exchange

1. Unemployed persons who have or may have additional difficulties in finding work due to their lack of qualification or work experience, long-term unemployment or loss of functional capacity may be provided additional guarantees when being admitted to work:

2. The following persons shall be provided additional guarantees in the labour market:

1) persons with disability;

2) persons in the 16-25 age group who take their first employment;

3) long term unemployed, whose period of unemployment since their registration with the territorial labour exchange is over two years;

4) persons who have not more that five years until their entitlement to old age pension;

5) a single parent caring for a child under eight years of age;

6) persons released from places of imprisonment, if their term of imprisonment was longer than 6 months;

7) graduates of vocational schools, schools of advanced and higher education who are starting their working career in their speciality.

3. The conditions of provision of additional guarantees in case of admittance to work and the procedure of application thereof shall be established by special laws.

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 subdivision, 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 be established by agreement between the parties unless labour laws, other regulatory acts or the collective agreement prohibit doing so (trial, combination of professions, liability, etc.).

Article 96. Guarantees upon Admitting to Work

1. It shall be prohibited to refuse to employ:

1) on the grounds specified in Article 2 (1) (4) 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 Admittance to Work

1. Restrictions on admittance to work 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;

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

2. Illegal work shall not include assistance (help) and voluntary works. Their conditions and performance procedure shall be established by the Government.

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 employment contracts record book. Such a book 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 or his authorised person must introduce the person being employed 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 way of 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, medical or other requirements.

2. The list of competitive positions and the procedure of competitions in state and municipal enterprises shall be established by the Government. Lists of competitive positions and competition regulations at other workplaces shall be approved by an employer or his authorised person taking into account the opinion of representatives of employees.

3. In the cases specified in competition regulations a person may be appointed to a position included on the list of competitive positions 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 Admitting to Work

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

2. If labour laws make admittance to work 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 14 to 16 years of age – his birth certificate, the written consent of his school and of one of the child's parents or his another statutory representative, as well as permission of his attending paediatrician. An employer shall also be entitled to require other documents provided 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 18 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 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 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) non-term;

2) fixed-term, temporary, seasonal;

3) on additional work, secondary job;

4) with homeworkers;

5) on the supply of services;

6) other.

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

2. It shall be prohibited to conclude a fixed-term employment contract if work is of a permanent nature, except for the cases when this is provided 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 in accordance with laws or regulations of an enterprise, establishment or organisation, shall be concluded for the term of office of these elective bodies.

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 non-term.

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

1. If the term of an employment contract has expired, whereas employment relations 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 a non-term contract when the circumstances in respect whereof the term of the contract has been defined cease to exist during the period of employment relations (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 Articles 109 (2) and (3) of this Code. Related disputes shall be settled by labour dispute resolution bodies. If an employment contract is recognised as non-term, 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. Contract on 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 (not 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. Employment Contract with Homeworkers

An employment contract may establish that an employee will perform the job functions agreed therein at home. The characteristics of employment contracts with homeworkers 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. Changing 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 Articles 95 (1) and (2) 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.

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 Articles 95 (1) and (2) 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.

SECTION FOUR
EXPIRY OF AN EMPLOYMENT CONTRACT

Article 124. Grounds for the Expiry of an Employment Contract

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.

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 non-term.

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

1. An employee shall be entitled to terminate a non-term employment contract, as well as a fixed-term employment contract prior to its expiry by giving his employer written notice thereof at least 14 days in advance. The 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 terminate his employment, 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 a non-term employment contract, as well as a fixed-term employment contract prior to its expiry by giving his employer notice thereof at least three days in advance, where his request to terminate the employment contract is justified by the employee's illness or disability restricting proper performance of work, or for other valid reasons established 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 a non-term employment contract by giving his employer notice thereof at least three days in advance, provided he is already entitled to the full old age pension or is in receipt thereof. In such cases the employment contract must be terminated from the date indicated in the request of the employee.

3. An employment contract may stipulate the following: if the employment contract is terminated upon the employee's notice without valid reason (paragraph 1 of this Article), 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, study visits, etc.

4. An employee shall be entitled to withdraw his request to terminate the employment contract not later than within three days of the submission of the request. Afterwards he may withdraw his request only with the consent of the employer.

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

1. An employee shall be entitled to terminate a non-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 a non-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 relations 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, except for the cases when an employee is already entitled to the full old age pension or is in receipt thereof;

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.

4. An employment contract with employees, who will be entitled to the full old age pension in not more than five years, persons under 18 years of age, disabled persons and employees raising children under 14 years of age may be terminated only in extraordinary 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 extraordinary 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.

Article 130. Notice of the Termination of an Employment Contract

1. An employer shall be entitled to terminate an employment contract by giving the employer written notice 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) reason for dismissal from work and motivations for the termination of the employment contract;

2) date of dismissal from work;

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

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. In the event of the intended dismissal of employees on economic or technological grounds, as well as due to the restructuring of the workplace, the employer must, prior to giving notice of the termination of an employment contract, hold consultations with representatives of employees (Article 19 of the Code) in order to avoid or mitigate the negative effects of intended restructuring. Conclusions of consultations shall be executed by drawing up a record. It shall be signed by the employer and representatives of the representative body of the staff.

5. In the event of reduction in the number of employees or cessation of the operations of an enterprise in accordance with the procedure prescribed by laws, an employer must, within two months, notify in writing the territorial labour exchange, the municipal institution and representatives of the enterprise's employees (Article 19 of this Code) when the employer intends to make redundant within 30 calendar days:

1) ten and more employees where an enterprise employs up to 99 employees;

2) over ten percent of employees where an enterprise employs 100 to 299 employees;

3) 30 and more employees where an enterprise employs 300 and more employees.

6. Cases when a group of employees working under fixed-term employment contracts and seasonal employment contracts are dismissed without violating the term set in those contracts shall not be treated as collective dismissal. The procedure and characteristics of collective dismissal shall be established by the Government.

7. Notice shall become invalid if more than a month, exclusive of the period of the temporary disability and leave of an employee, lapses after the expiry of its term.

8. 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.

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 disability (Article 133 of the Code), as well as during his leave, except for the cases specified in Article 136 (1) 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 Article 136 (1) 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 Articles 136 (1) and (2) of this Code.

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 functional capacity as a result of injury at work or occupational disease, shall retain their position and duties until they recover their functional capacity 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 Representatives of Employees

1. Employees, who are elected to representative bodies of employees (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.

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 on economic or technological grounds or due to the restructuring of the workplace, the right of priority to retain the job shall be enjoyed by those employees:

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

2) who are raising children (adopted children) under 16 years of age alone or caring for other family members recognised as the disabled of group I or II;

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 representative bodies of employees (Article 19 of the Code).

2. The priority to retain the job as set in paragraphs 1 (2), (3), (4) and (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 in accordance with an opinion of the medical commission or the commission for the establishment of disability;

5) when an employee under 14 to 16 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, any merger by forming a new enterprise, establishment or organisation, division by forming new enterprises, establishments or organisations, division by acquisition or merger by acquisition may not be a legitimate reason to terminate employment relations.

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

1. Where constituent part(s) of an employment contract contradict 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 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 127 (1) 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

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, fill in the employee's state social insurance certificate and employment contract in accordance with the established procedure.

3. 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, upon the request of the employee, the amount of his wage and performance assessment (characteristics).

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 duty on call at home and at the place of work;

2) the time of a business errand, 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 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 inactivity;

9) other periods of time set by laws and regulations.

2. Working time shall not include:

1) absence from work;

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

3) performance 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 vacation;

6) other periods of time set by laws and regulations.

Article 144. Working Time

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

2. A daily period of work 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 working days.

4. The duration of working time of specific categories of employees (of health care, care (custody), child care institutions, specialised communications services and specialised accident containment services, as well as other services which work in etc.) as well as of watchmen in premises may be up to 24 hours per day. The 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 (including breaks to rest and to eat) may not be longer than 12 hours.

Article 145. Shorter Working Time

1. Shorter working time shall be set for:

1) persons under 18 years of age - in accordance with the provisions of the Law on Labour Protection;

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;

3) employees 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 daily working time or part weekly working time shall be set:

1) by agreement between the employee and the employer;

2) by request of the worker due to his/her health status in accordance with conclusions of medical institution;

3) on request of a pregnant woman, a woman who has recently given birth (mother who submits to the employer a certificate of a health care institution confirming that she has given birth, and who raises a child until it reaches one year of age, hereinafter referred to in the Code as a woman who has recently given birth), a woman who breast-feeds (mother who submits to the employer a certificate of a health care institution confirming that she raises and breast-feeds her child until it reaches one year of age, hereinafter referred to as a woman who breast-feeds), an employee raising a child until it reaches three years of age, as well as an employee who solely raises a child until it reaches fourteen years of age or a child with limited functional capacity until it reaches sixteen years of age;

4) on request of an employee under eighteen years of age;

5) on request of a person with limited functional capacity according to the conclusions of a health care institution;

6) on request of an employee nursing a sick member of his family, according to the conclusions of a health care institution.

2. Unless otherwise provided for in the conclusions of a health care institution, part-time work may be by agreement established by decreasing the number of working days per week or shortening a working day (shift), or doing both. Part-time work during a working day may be divided into parts. Other conditions related to the procedure of establishing part-time work and duration thereof shall be set by the Government.

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 labour rights of the employee. Employees shall receive payment in proportion to the time of work or by result.

Article 147. Work Time Regime

1. Division (change) of work and leisure time for each employee during 24 hours, in a week or during an accounting period, beginning and end of a daily work (shift) shall be set under the internal rules of an enterprise, agency, organisation. The work (shift) schedule shall be approved by the administration upon co-ordination with representatives of employees of an enterprise, agency, 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, agencies, 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 for employees of the enterprises in which a five-day working week is impossible due to the type of production.

3. Employees must keep to working time (shift) schedules. Working time schedules shall be announced publicly in information boards of enterprises and their subdivisions not later than two weeks in advance. The employer must ensure consistent change 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. Working time actually worked by employees shall be recorded in model time logs approved by the Government.

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

Time to work and to rest 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 seasonality nature of work and other conditions, vary from the norms established by this Code. Specific features of the time to work and to rest in the sectors of such activities shall be established by the Government.

Article 149. Summary Recording of Working Time

1. In continuously working enterprises, agencies and organisations, also in individual workshops and sections, in jobs where the working day (shift) is organised in sessions and in some jobs where, due to technological processes it is impossible to observe the duration of a working day or working week set for a specific category of workers, summary recording of the working time may be introduced, having regard to the opinion of representatives of the employees (Article 19 of the Code), however, the duration of work during a reporting period must not exceed the number of working hours set for a particular category of employees. In the case of summary recording of the working time, the average maximum working time in a week period must not exceed 48 hours and 12 hours per working day (shift). The duration of a reporting period may not exceed four months.

2. In the case of summary recording of the working time, continuous duration of daily and weekly 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 the summary recording of the working time, 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 internal rules, or they shall be paid the amount equal to the amount paid for overtime work.

3. The jobs, the work conditions in the presence of which summary recording of the working time may be introduced, the procedure of the introduction of summary recording of the working time in enterprises, agencies, organisations shall be established by the Government.

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 the present Code.

2. Generally overtime works are prohibited. An employer may apply overtime works only in exceptional cases, which are specified in Article 151 of the present Code.

3. Overtime work can not be assigned: to persons under 18 years of age; to persons who are studying in secondary 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 collective agreement.

4. Pregnant women, women who have recently given birth, women who breastfeed, employees who are taking care of children under three years of age, are solely raising a child under fourteen years of age or a disabled child under sixteen years of age, as well as disabled persons may be assigned to do overtime work only with their consent. Moreover, disabled people may be assigned to overtime work provided that this is not forbidden by the conclusions of the commission which established invalidity.

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, rules of internal discipline.

Article 151. Exceptional Cases of Permitted Overtime Work

Overtime work shall be permitted 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 necessary for the public, containment of accident, natural disasters, etc.);

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 an interruption of work may result in deterioration of production materials or breakdown of work equipment;

4) when the work to be performed is related to repair and renovation of mechanisms and equipment, if the majority of workers should interrupt their work due to the breakdown of the said mechanisms and equipment;

5) when the work is performed in the place of another shift worker who has failed to arrive at the workstation, if working process may be impeded because of this; in such cases the administration must replace the worker who is working the second consecutive shift by another worker not later than in the middle of the shift);

6) for the performance of the work to be performed is related to loading and unloading and other related transportation work, when it is necessary to vacate warehouses of transport enterprises, as well as for the performance of the work related to loading and unloading of means of transportation in order to avoid the accumulation of freight in dispatch and designation points and idle vehicle time.

Article 152. Maximum Overtime Work

1. Overtime works shall not exceed for each employee 4 hours in two consequent days and 120 hours per year.

2. The employer must record a precise accounting of overtime works in working time logs.

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

1. In the eve of holidays (Article 165) work time shall be shortened by one hour with exception of employees engaged in part daytime work.

2. In case of six work days week, work before a holiday shall not last longer than for 5 years.

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 18 years of age, as well as for persons who are not allowed to work at night according to the conclusions of health care institution.

4. The disabled people, if not restricted by a commission stating the disability, pregnant women, women who have recently given birth, women who breastfeed, employees who alone are raising a child under three years of age, employees who are solely raising a child under fourteen years of age or a disabled child under sixteen years of age, may be assigned to night work only with consent of such persons.

5. Duration of the work at night shall not shortened in case of continued production, as well as in cases when under employment contract an employee has been hired to perform work at night.

6. Employees working at night shall receive free health surveillance in accordance with the procedure laid down by the Government, also on their request (if they have complaints related to the 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 the conclusion of a health care institution, transfer the employee to do day work only.

Article 155. Duty at the Enterprise or at Home

1. In extraordinary cases, when it is necessary to ensure proper operation of the enterprise or completion of urgent work, the employer may assign an employee to be on 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 being on duty at the enterprise together with the duration of the working day (shift) (when an employee is on 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 being on duty at the enterprise on rest days and public holidays, as well as at home may not exceed 8 hours a day. The duration of being on duty at the enterprise shall be counted as working time, and the duration of being on duty at home shall be counted as at least a half of working time in the enterprise.

3. For the time of being on duty at the enterprise, when the standard duration of the 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 for being on duty at home the employee shall, during next month, be given time to rest equal in duration to the time of being on duty at the enterprise or the time of being on duty (at home) counted as working time, or upon the employee's request, the said time may be added to employee's annual leave or paid for as if it were overtime work.

4. Persons under 18 years of age may not be appointed to be on duty at the undertaking 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 solely raising a child under fourteen years of age or a disabled child under sixteen years of age, persons taking care of a disabled person, the disabled , if not restricted by a commission stating the disability, may be appointed to be on duty at the enterprise or at home only upon 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 Period

Rest period shall be:

1) a break to rest and to eat;

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

3) uninterrupted rest for 24 hours in between working days/shifts;

4) uninterrupted rest for a week;

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 work place. This break shall not be included in the working time.

3. In a six-working day 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 the 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 attaching to a break to rest and to eat shall be set by the internal work rules, 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 work conditions, to additional breaks to rest.

2. Employees under 18 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° C, also when performing hard physical work involving severe mental strain 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 internal work rules.

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 16 years of age must be at least 14 hours, and to persons from 16 to 18 years of age - at least 12 hours and must fall in the time from 22.0 h to 6.0 h.

Article 161. Uninterrupted Weekly Rest

1. Sunday shall be a general rest day and where there are five working days in a 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 grounds or involving the need for continuity of services to be provided to the population as well as at other enterprises of uninterrupted production rest days shall be provided on other week days in succession to each group of the employees in accordance with the work/shift schedules which shall be drawn up and approved following the procedure prescribed by Articled 147 of this Code.

4. Where the aggregate working time is calculated, employees shall be provided rest days in accordance with work/shift schedules.

5. An uninterrupted weekly 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 to be provided must be consecutive.

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

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

Article 162. Holidays

1. There shall be no work at enterprises, offices and organisations on the following 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) (Western Church) Easter and Easter Monday;

5) May 1 - the International Labour Day;

6) first Sunday in May - Mother's Day;

7) July 6 - Day of the State (Coronation of King Mindaugas)

8) August 15 - Assumption Day;

9) November 1 - All Saints' Day;

10) December 25 and 26 - Christmas days.

2. It shall be prohibited to work during holidays, with the exception of work which cannot be interrupted on technical grounds (enterprises and organisations of uninterrupted operation), work involving the need to provide services to the population as well as work involving urgent repair and loading. Pregnant women, women who have recently given birth to a child, breast-feeding women, the employees raising, as single parents, a child under three years of age and employees

raising a child before he has reached the age of fourteen or a disabled child before he has reached the age of sixteen, and persons under eighteen may be assigned work during holidays only subject to their consent.

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 holidays indicated in Article 162 of this Code shall not be included in the period of the 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. Annual 35-calendar-day leave shall be granted to:

1) the employees under 18 years of age;

2) the employees who, as single parents, are raising a child before he has reached the age of fourteen or a disabled child before he has reached the age of sixteen;

3) disabled persons;

4) other persons provided for by law.

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 may be granted:

1) to the employees for the conditions of work which are not in conformity with the normal work conditions;

2) for a long uninterrupted employment at the same work place;

3) for a special character of work.

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

Article 169. Procedure of 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 schedule of granting annual leave. The procedure of making the schedule shall be stipulated in a collective agreement and, where such an agreement is not made, the schedule of annual leave shall be made by agreement of 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 a maternity leave or after it;

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) under 18 years of age;

2) pregnant women and employees raising, as single parents, a child before he has reached the age of fourteen or a child with disabilities before he has reached the age of sixteen.

5. Men shall be granted their annual leave at request 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 the summer holiday of school children and students, irrespective of the date when the staff began to work at the appropriate institution.

7. Annual leave for the 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. Persons 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 number of years entitling an employee to annual leave 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 is job/position and is paid a grant or other benefits, with the exception of the period of parental leave where the child is under three years of age;

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

5) annual leave with pay;

6) unpaid leave for up to 14 calendar days;

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

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

9) the period of forced absence for an employee who has been reinstated in his former position;

10) the period of a lawful strike;

11) other periods provided by law.

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

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, 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 Article 184 (1) of this Code;

4) is excused from work for the performance of official or public duties in the cases specified in, Article 183 (1) and (3) 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. Compensation for the Unused Annual Leave

1. The minimum annual leave may not be replaced by an allowance in lieu. If the employee cannot be granted annual leave due to the termination of 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 the unused annual leave shall be paid by terminating the contract of employment irrespective of its term. The amount of the allowance shall be determined in accordance with the number of working days of the 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 the period of the unused annual leave but not more than for three years.

Article 178. Categories of Special-Purpose Leave

Special - purpose leave shall be:

1) maternity leave;

2) parental leave before the child is three years of age;

3) educational leave;

4) sabbatical leave;

5) leave for performance of official or public duties;

6) unpaid leave.

Article 179. Maternity Leave

1. Women shall be entitled to maternity leave: 70 calendar days before the child birth and 56 calendar days after the child birth (in the event of complicated confinement 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 confinement.

2. The 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 before 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 specified in paragraphs 1 and 2 of this Article.

Article 180. Parental Leave before the Child Has Reached the Age of Three

1. Parental leave before the child has reached the age of three shall be granted, at the choice of the family, to the mother/adoptive mother, the father/adoptive father, the grandmother, the grandfather or any other relatives 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. The employees entitled to this leave may take it in turn.

2. 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 Performance of Official or Public Duties

1. Employees shall be granted leave of absence in order to exercise their suffrage, to perform the duties of a Member of the Seimas, when summoned as a

witness, a victim, an expert, an interpreter, a public prosecutor, a public defence counsel, a member of a public organisation or the staff to inquiry or preliminary investigation bodies, the prosecutor's office and the court; to perform the tasks of State control; to perform the duty of an organ donor and in other cases provided by law.

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 agency 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 employer's request:

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

2) to employees raising a child with disabilities before he has reached sixteen years - for up to 30 calendar days;

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

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

5) to an employee who, on his own, takes care of a person with disabilities where the necessity of continuous care has been prescribed by the disability commission - 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 the 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 following 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 agencies 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, agency 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

1. The conditions for determining the wage, rates, tariffs and qualification requirements for professions and positions, work quotas, the procedure of setting tariffs for work and the 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.

Article189. Remuneration for Work to the Employees of State, Municipal Enterprises, Agencies and Organisations

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

Article 190. Indexing of the Wage

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

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

1. The pay for overtime and night work shall be at least one and a half of the hourly pay/monthly wages established for the employee.

Article 194. Remuneration for Work on Rest Days and Holidays

1. The pay for work on a rest day or a holiday which has not been provided for in the work schedule, shall be at least at the double rate, or it shall be compensated for by granting to the employee another rest day during the month or by adding that day to his annual leave.

2. The pay for work on a holiday which has been provided for in the work schedule shall be at least the double rate of the hourly or daily pay.

Article 195. Pay 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. Pay 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. Work Pay 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. Work Pay for Shorter Hours

The terms of work pay for the employees who are working shorter hours shall be determined by the Government.

Article 199. Work Pay for 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 Statements

1. All the employees must be given employment statements by the employer.
2. The pay statements shall show gross pay, take-home pay and deductions.

Article 203. Notification of a Change in Payment Conditions

Where new payment conditions are established (Article 120 (3) of this Code) the employer must notify his employees in writing within one month, at the latest, before the conditions become effective.

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, agency 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 relations 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:

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.

Article 207. Late Payment of the Wage and Other Payments Relating to Employment Relations

1. Where the wage or any other payments relating to employment relations 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 Pay

1. Information about the wages shall be made available or made public only in cases provided by law or subject to the consent of the employee.

2. At the request of the employee, the employer must issue a certificate about employment at the work place, by giving particulars about the position of the employee, the length of service, the wage paid to him, and the amount of the taxes paid and the state social security contributions.

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. Work Pay after Transfer of the Employee to another Job for Health Reasons

1. If an employee's health deteriorated owing to work at an enterprise (he is unable to work in his previous job because of an injury, occupational disease, other impairment of health) and if there is no possibility to transfer him to another job, suited to his health condition and, if possible, his qualifications, because there is no work at the enterprise which the employee could perform in his present condition, he shall be entitled to a sickness benefit until the opinion of the state social medical examiners commission about the employee's capacity for work is received. Upon determining the degree of work disablement, the employee shall be paid a health indemnity (under Article 249 of the Code) unless he is covered by social insurance for 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 pay and the pay received for the work he performs at present until the opinion of the state social medical examiners 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

The employees raising a child with disabilities before he has reached the age of sixteen or two children before they reach the age of twelve shall be granted an additional day of rest per month or their weekly working time shall be shortened by two hours; the employees who are raising three or more children before they reach the age of twelve shall be entitled to two additional days of rest per month or their weekly working time shall be shortened by four hours and shall be paid the 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, agencies 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 Business Trips

1. The employees on business trips shall be guaranteed that during the period of the business trip they shall retain their job/position and the wage. Moreover, they shall be paid per diem and the costs relating to the business trip shall be defrayed to them.

2. The amounts specified above and the manner of payment shall be determined by the Government.

3. Pregnant women, women after the confinement and breast-feeding mothers, the employees raising a child before he has reached the age of three as well as the employees who and are raising, as single parents, a child before he has reached the age of fourteen or a child with disabilities before he has reached the age of sixteen may be sent on a business trip only subject to their consent.

4. Foreign nationals who are permanently employed in another state and who have been posted for a limited period to work in the territory of Lithuania during their work at the enterprises, agencies, organisations and institutions operating in Lithuania, shall be guaranteed the working conditions provided by the laws, other regulatory acts and collective agreements of the Republic of Lithuania. The procedure of employment of the above employees, their working conditions and other guarantees to them shall be established by the Government.

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 relations, 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, agency 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 a business trip 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. Every time when paying the wage, the total amount of all the deductions made may not be in excess of 20 percent, and when recovering the compensation for health impairment or loss of life and damage caused by a wilful crime - of 50 percent of the wage payable to the employee.

2. When making deductions from the wage under several writs of execution, 50 percent of the wage payable to the employee shall be reserved for him.

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 subject to the approval by the representatives of the employees.

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 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 legal 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 may involve:

1) improper conduct with the visitors or customers or any other acts which directly or indirectly violate a person's constitutional rights;

2) disclosure of state, professional, commercial or technological secrets or communicating them to a rival enterprise;

3) participation in the activities which, under the provisions of laws, regulatory acts, work regulations, collective agreements or contracts of law, are incompatible with the functions of work;

4) taking advantage of one's position to get unlawful gain for oneself or other persons or for some other personal purposes, arbitrary behaviour or bureaucracy;

5) violation of equal opportunities or sexual harassment of colleagues, subordinates or customers;

6) refusal to provide information where laws, other regulatory acts or work regulations obligate one to provide it, or provision of knowingly false information in those cases;

7) acts with elements of theft, fraud, appropriation or embezzlement of property, unlawful taking of a reward even though these activities did not involve the employee in criminal or administrative liability;

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 any substantial cause;

10) refusal to undergo a medical check where such checks are obligatory;

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 (Article 136(1) 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, a business trip 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 a labour 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 a labour 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, Agency or Organisation

In the event of restructuring of an enterprise, agency 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, agency or organisation.

Article 252. Compensation of Damage after Liquidation of an Enterprise

1. After the liquidation of a state or municipal enterprise, agency or organisation, the obligation to compensate damage shall pass to the State or the municipality.

2. Where an enterprise, agency 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 Liability

1. A contract of full liability may be concluded with the 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 the employee for use at work. A list of specific kinds of work and duties shall be provided for in a collective agreement. This contract shall be executed in writing. It must provide for what types of material assets an employee shall assume full liability and for which obligations liability shall be assumed by the employer, by providing the conditions which would prevent the creation of liability.

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 liability may be concluded with a group of workers. 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 they caused damage, unless the contract provides otherwise.

3. Contracts of full liability may not be concluded with the employees who are under eighteen years of age.

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 subdivisions 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

subdivisions 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 18 years of age must undergo a medical examination upon employment and annually thereafter until they reach 18 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 subdivision, 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 subdivision 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 subdivision of any work equipment broken down or imminent accident hazard.

5. Every enterprise, establishment, organisation and their subdivisions 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 subdivisions 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 subdivision 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 the conclusions of the social and medical examination commission or health care institution may not perform the agreed work (hold position) due to his health status, 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 for his health and, if possible, in line with his qualification.

2. If the employee does no agree to be transferred to the proposed job or there is no 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, with the exception of 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 subdivision 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 subdivision, 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 Article 275 (5) 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 18 Years of Age

1. Employment of persons who are under 18 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 18 years of age.

4. Persons under 18 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 18 years of age must be compiled in an enterprise, agency 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, agency or organisation. .

4. Having been transferred to another job (working place) in the enterprise, agency 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 days off or on holidays, or be sent on business trips 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 of Working Disabled Persons

Safety and health at work of working disabled persons shall be guaranteed by this Code and other laws, other legal 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 subdivision, 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, agencies 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
LABOUR DISPUTES

Article 285. Concept of Labour Dispute

Labour dispute means a disagreement between the employee and the employer regarding the exercise of the rights and fulfilment of duties established in the regulatory acts, employment contract or collective agreement, which has not been regulated through negotiations. Labour disputes shall be considered according to the procedure laid down in this Chapter.

Article 286. Labour Dispute Resolution Bodies

1. Unless this Code or other laws establish a different dispute resolution procedure, labour disputes shall be resolved by:

1) Labour Disputes Commission;

2) the court.

2. Collective labour disputes shall be resolved according to the procedure established in Chapter X of this Code.

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 employees' representatives shall be elected by the meeting (conference) of the employees. The representative of the employer shall be appointed by the employer's order (directive).

2. If the Labour Disputes Commission has not been formed in an enterprise, agency or organisation, upon receiving the application addressed to the Labour Disputes Commission, the employer must promptly appoint the clerk of the Labour Disputes Commission and initiate the formation of the Commission in accordance with the procedure established in paragraph 1 of this Article.

3. The Commission shall be formed for a term of up to two years.

4. The representatives of the employees and the employer shall rotate in every meeting in performing the duties of the Commission Chairman.

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 (Article 288(2) 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 or his representative shall be entitled to appeal to the court against the decisions of the Labour Disputes Commission within ten days from the receipt thereof. The appeal shall be lodged with the clerk of the Labour Disputes Commission and shall be addressed to the court. Upon receipt of the appeal the clerk of the Labour Disputes Commission shall hand in a copy thereof to the persons participating in the case, despatching the appeal and the file with the labour dispute case to the court.

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 form the day of receipt of the decision, unless another date of execution is set in the decision.

2. In case of failure by the responded 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 according to the procedure established for the execution of court decision.

3. A decision of the Labour Disputes Commission shall not be executed if it is appealed against to court according to the procedure established in Article 293(1) of this Code.

Article 295. Hearing of Labour Disputes in Courts

1. The following disputes shall be heard in courts:

1) decisions of the Labour Disputes Commission appealed against according to the procedure established in Article 293(1) of this Code;

2) labour disputes when the parties fail to reach an agreement in the Labour Disputes Commission (Article 292(2) of the Code);

3) labour disputes in case an agreement is not reached in the Labour Disputes Commission or the labour dispute is not resolved in the Labour Disputes Commission within the time limit set in Article 291(1) of this Code.

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 Article 297 (1)and (2) of this Code;

2) disputes regarding the changing of the formulation of the reasons for dismissal from work;

3) disputes between the representatives of trade unions or other employees and the employer about the non-performance of the duties and obligations established in laws or in the contract;

4) disputes on the basis of claims filed by the trade unions if the employer fails to timely consider or meet the demands of the trade union to revoke the employer's decisions which violated the labour, economic and social rights of the trade union members established by law;

5) in the event of termination of employment relations between the employer and the employee;

6) in other cases prescribed by law.

Article 296. Terms for Applying to the Labour Disputes Commission

An employee may apply to the Labour Disputes Commission within three months from the day when he found out or ought to have found out about the violation of his rights.

Article 297. Disputes relating to the Employment Contract

1. An employee who disagrees with the changing of the working conditions, suspension from work on the employer's initiative, dismissal from work 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 working conditions were changed, the employee was suspended from wok without a valid reason or in breach of laws, the violated rights of the employee must be restored and he must recover the average work pay for the entire period of involuntary idle time or the difference in the work pay for the time period the employee was employed in a lower paid job.

2. The employee and the employer may appeal to court against the requirements of the officers or bodies who are granted under law the right of suspension from work.

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 work pay 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. If 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 provided with conditions not favourable for work, it will pass a decision to recognise the termination of the employment contract as unlawful and award him severance pay in the amount specified in Article 140(1) 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 relations 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 Labour Disputes Commission and Legal Costs

1. All expenses of the Labour Disputes Commission shall be covered by the employer.

2. Legal costs shall be covered according to the procedure established in the Code of Civil Procedure.

3. Employees shall be exempt from legal costs in labour cases.

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.