

Text consolidated by Valsts valodas centrs (State Language Centre) with amending laws of:

- 12 December 2002 [shall come into force from 1 January 2003];
- 22 January 2004 [shall come into force from 25 February 2004];
- 22 April 2004 [shall come into force from 8 May 2004];
- 13 October 2005 [shall come into force from 16 November 2005];
- 21 September 2006 [shall come into force from 25 October 2006];
- 12 June 2009 [shall come into force from 29 June 2009];
- 1 December 2009 [shall come into force from 1 January 2010];
- 4 March 2010 [shall come into force from 25 March 2010];
- 31 March 2011 [shall come into force from 4 May 2011];
- 16 June 2011 [shall come into force from 20 July 2011];
- 21 June 2012 [shall come into force from 25 July 2012];
- 23 October 2014 [shall come into force from 1 January 2015];
- 12 May 2016 [shall come into force from 9 June 2016];
- 27 July 2017 [shall come into force from 16 August 2017];
- 1 November 2018 [shall come into force from 28 November 2018];
- 7 March 2019 [shall come into force from 4 April 2019];
- 28 March 2019 [shall come into force from 1 May 2019];
- 6 June 2019 [shall come into force from 1 September 2019].

If a whole or part of a section has been amended, the date of the amending law appears in square brackets at the end of the section. If a whole section, paragraph or clause has been deleted, the date of the deletion appears in square brackets beside the deleted section, paragraph or clause.

The *Saeima*<sup>1</sup> has adopted and  
the President has proclaimed the following law:

## Labour Law

### Part A General Provisions

#### Chapter 1 Labour Law System and Basic Principles thereof

##### Section 1. Legal Framework for Employment Relationships

Employment relationships are governed by the Constitution of the Republic of Latvia, the norms of international law which are binding on the Republic of Latvia, this Law, and other laws and regulations, as well as by a collective agreement and working procedure regulations.

##### Section 2. Force of Laws Governing Employment Relationships with Respect to Persons

(1) This Law and other laws and regulations that govern employment relationships shall be binding on all employers irrespective of their legal status and on employees if the mutual legal relationships between employers and employees are based on an employment contract.

(2) The respective norms of this Law shall not be applied for those employees of State and local government authorities the remuneration and other issues related thereto of which are governed by the Law on Remuneration of Officials and Employees of State and Local Government Authorities.

[1 December 2009]

##### Section 3. Employee

An employee is a natural person who, on the basis of an employment contract for an agreed remuneration, performs specific work under the guidance of an employer.

#### **Section 4. Employer**

(1) An employer is a natural or legal person or a partnership with legal capacity that, on the basis of an employment contract, employs at least one employee.

(2) If an employment contract is entered into with an employee by a work placement service provider, in order to appoint the employee to perform work for the benefit and under the management of the recipient of the work placement service for a specified period, the employer shall be considered to be the work placement service provider.

*[16 June 2011]*

#### **Section 5. An Undertaking**

Within the meaning of this Law, an undertaking shall mean any organisational unit in which an employer employs its employees.

#### **Section 6. Invalidity of Regulations that Erode the Legal Status of Employees**

(1) Provisions of a collective agreement, working procedure regulations, as well as the provisions of an employment contract and orders of an employer which, contrary to laws and regulations, erode the legal status of an employee shall not be valid.

(2) Provisions of an employment contract which contrary to a collective agreement erode the legal status of an employee shall not be valid.

#### **Section 7. Principle of Equal Rights**

(1) Everyone has an equal right to work, to fair, safe and healthy working conditions, as well as to fair remuneration.

(2) The rights provided for in Paragraph one of this Section shall be ensured without any direct or indirect discrimination - irrespective of a person's race, skin colour, gender, age, disability, religious, political or other conviction, ethnic or social origin, property or marital status, sexual orientation or other circumstances.

(3) In order to promote the introduction of the principle of equal rights in relation to persons with a disability, an employer has an obligation to take measures that are necessary in conformity with the circumstances to adjust the work environment, to facilitate the possibility of persons with a disability to establish employment relationships, perform work duties, be promoted to higher positions or be sent to occupational training or further education, insofar as such measures do not place an unreasonable burden on the employer.

(4) It is the obligation of the work placement service provider as the employer to ensure the same working conditions and apply the same employment provisions to an employee who has been appointed for a specified period to perform work in the undertaking of the recipient of the work placement service as would be ensured and applied to an employee if employment relationships between the employee and the recipient of the work placement service had been established directly and the employee was to perform the same work.

(5) The working conditions and employment provisions referred to in Paragraph four of this Section shall apply to working time and rest time, remuneration, pregnant women, women during the period following childbirth up to one year, women who are breastfeeding, to the protection assigned to children and adolescents, and also to the principle of equal rights and the prohibition of differential treatment.

*[22 April 2004; 21 September 2006; 16 June 2011; 27 July 2017]*

#### **Section 8. Right to Unite in Organisations**

(1) Employees as well as employers have the right to unite in organisations and to join them freely, without any direct or indirect discrimination in relation to any of the circumstances referred to in Section 7, Paragraph two of this Law in order to defend their social, economic and occupational rights and interests and use the benefits provided by such organisations.

(2) Affiliation of an employee with the organisations referred to in Paragraph one of this Section or the desire of an employee to join such organisations may not serve as a basis for a refusal to enter into an employment contract, for notice of termination of employment contract or for otherwise restricting the rights of an employee.

*[22 April 2004; 4 March 2010]*

#### **Section 9. Prohibition to Cause Adverse Consequences**

(1) It is prohibited to apply sanctions to an employee or to otherwise cause, directly or indirectly, adverse consequences for him or her due to the fact that the employee, within the scope of employment relationships, exercises his or her rights in a permissible manner, as well as if he or she informs the competent authorities or officials of suspicions of the commission of a criminal offence or an administrative violation in the workplace.

(2) If in the case of a dispute an employee indicates conditions, which could be the basis for the adverse consequences caused by the employer, the employer has an obligation to prove that the employee has not been punished or adverse consequences have not been directly or indirectly caused for him or her due to the fact that the employee, within the scope of employment relationships, exercises his or her rights in a permissible manner.

*[22 April 2004; 21 September 2006]*

## **Chapter 2**

### **General Provisions for the Representation of Employees**

#### **Section 10. Representation of Employees**

(1) Employees shall exercise the defence of their social, economic and occupational rights and interests directly or through the mediation of the representatives of employees. Within the meaning of this Law, the representatives of employees shall mean:

1) an employee trade union on behalf of which a trade union institution or an official authorised by the articles of association of the trade union acts;

2) authorised representatives of employees who have been elected in accordance with Paragraph two of this Section.

(2) Authorised representatives of employees may be elected if an undertaking employs five or more employees. Authorised representatives of employees shall be elected for a specified term of office by a simple majority vote of the persons present at a meeting in which at least half of the employees employed by an undertaking of the respective employer participates. The course of the meeting shall be recorded in minutes and decisions taken shall be entered in the minutes. Authorised representatives of employees shall express a united view with respect to the employer.

(3) If there are several employee trade unions, they shall authorise their representatives for joint negotiations with an employer in proportion to the number of members of each trade union but not less than one representative each. If representatives of several trade unions have been appointed for negotiations with an employer, they shall express a united view.

(4) If there is one employee trade union or several such trade unions and authorised representatives of employees, they shall authorise their representatives for joint negotiations with an employer in proportion to the number of employees represented but not less than one representative each. If representatives of one employee trade union or representatives of several such trade unions and authorised representatives of employees have been appointed for negotiations with an employer, they shall express a united view.

(5) In calculating the number of employees upon the reaching of which authorised representatives of employees may be elected in an undertaking, or institutions of representation of employees may be established, as well as in calculating the number of employees represented, the employees with whom an employment contract has been entered into for a specified period as well as the employees who are performing work in the undertaking within the scope of the work placement service for a specified period shall also be taken into account.

*[16 June 2011]*

#### **Section 11. Rights and Duties of the Representatives of Employees**

(1) Representatives of employees, when fulfilling their duties, have the following rights:

1) to request and receive from the employer information regarding the current economic and social situation of the undertaking, and possible changes thereto as well as the relevant information regarding the employment in the undertaking of employees appointed by the work placement service provider;

2) to receive information in good time and consult with the employer before the employer takes such decisions as may affect the interests of employees, in particular decisions which may substantially affect remuneration, working conditions, and employment in the undertaking;

3) to take part in the determination and improvement of remuneration provisions, working environment, working conditions, and organisation of working time, as well as in protecting the safety and health of employees;

4) to enter the territory of the undertaking, as well as to have access to workplaces;

5) to hold meetings of employees in the territory and premises of the undertaking;

6) to monitor how laws and regulations, the collective agreement and working procedure regulations are being complied with in employment relationships.

(2) Within the meaning of this Law, informing shall mean a process in which the employer transfers information to the representatives of employees, allowing them to become acquainted with the relevant issue and to investigate it. Information shall be provided to the representatives of employees in good time, as well as in an appropriate way and amount.

(3) Within the meaning of this Law, consultation shall mean the exchange of views and dialogue between the representatives of employees and the employer for the purpose of achieving agreement. The consultation shall be performed at an appropriate level, in good time, as well as in an appropriate way and amount so that the representatives of employees may receive substantiated answers.

(4) The rights of the representatives of employees shall be exercised so that the efficiency of the operations of the undertaking is not reduced.

(5) Representatives of employees and experts who provide assistance to the representatives of employees have the obligation not to disclose such information brought to their attention that is a commercial secret of the employer. The employer has the obligation to indicate in writing what information is to be regarded as a commercial secret. The obligation not to disclose information applies to the representatives of employees and experts who provide assistance to the representatives of employees also after their activities have terminated.

(6) Performance of the duties of a representative of employees may not serve as a basis for refusal to enter into an employment contract, for notice of termination of an employment contract, or for otherwise restricting the rights of an employee.

[13 October 2005; 16 June 2011]

## **Chapter 3 International Labour Law**

### **Section 12. International Agreements**

If an international agreement, which has been ratified by the *Saeima*, sets out provisions that differ from those contained in this Law, the provisions of the international agreement shall be applied.

### **Section 13. Law Applicable to an Employment Contract and Employment Relationships**

(1) An employee and an employer may agree on the law applicable to an employment contract and employment relationships. Such choice may not abrogate or restrict the protection of an employee that is determined by prescriptive or prohibitive norms of a law of the State the law of which would be applicable in conformity with Paragraph two, three, four or five of this Section.

(2) If an employee and employer have not chosen the applicable law, the law of Latvia shall apply to the employment contract and employment relationships insofar as Paragraphs three and four of this Section do not provide otherwise.

(3) If an employee and employer have not chosen the applicable law and the employee in conformity with an employment contract normally performs his or her work in another state, the law of that other state shall apply to the employment contract and employment relationships.

(4) If an employee and employer have not chosen the applicable law and the employee in conformity with an employment contract does not perform his or her work in one and the same state, the law of the state in which is located the undertaking which hired the employee shall be applicable to the employment contract and employment relationships.

(5) The provisions of Paragraphs three and four of this Section shall not apply if it appears from the circumstances that the employment contract or employment relationships is more closely linked with another state. In such case, the law of the other state shall apply.

(6) Within the meaning of this Section, a law shall mean any legal norm.

### **Section 14. Posting of an Employee**

(1) Within the meaning of this Law, posting of an employee shall mean those cases where, in connection with the provision of international services:

1) the employer, on the basis of a contract which it has entered into with a person for whose benefit the work will be performed, posts an employee to another state;

2) the employer posts an employee to a branch or to an undertaking in another state, which is part of the group of companies;

3) a work placement service provider as an employer posts an employee to the recipient of the work placement service for whose benefit and under whose management the work will be performed if the undertaking of such person is located in another state or it performs its operations in another state.

(2) Within the meaning of this Law, a posted employee shall mean an employee who for a specified period performs work in a state other than the state in which he or she normally performs work.

(3) The provisions of this Law regarding posting of an employee shall not apply to the ship's crews of merchant fleet undertakings.

*[12 May 2016]*

#### **Section 14.<sup>1</sup> Obligations of an Employer when Posting an Employee to Perform Work in Latvia**

(1) If an employer posts an employee to perform work in Latvia, then, irrespective of the law applicable to the employment contract and employment relationships, such posted employee shall be ensured the working conditions and employment provisions provided for by the laws and regulations of Latvia, as well as by collective agreements which have been recognised as generally binding and which govern:

1) maximum working time and minimum rest time;

2) minimum annual paid leave;

3) minimum salary rate, as well as supplements for overtime work;

4) provisions regarding securing a workforce, especially with the intermediation of work placement service provider;

5) safety, health protection and hygiene at work;

6) protection measures for persons under 18 years of age, for pregnant women and women during the period following childbirth, as well as the working and employment provisions of such persons;

7) equal treatment of men and women, as well as prohibition of discrimination in any other form.

(2) An employer who posts an employee to perform work in Latvia has the obligation, prior to posting the employee, to inform the State Labour Inspectorate in the official language of such posted employee in writing, indicating:

1) the given name, surname, and address of the employer - natural person - or the name (firm), registration number, and address of a legal person, as well as other contact information (telephone number, electronic mail address);

2) the given name and surname of the employee;

3) the anticipated duration of posting, as well as the time of starting and ending work;

4) the location of performing the work (if the performance of work duties is not intended in some certain place, specify that the employee may be employed in different locations);

5) the representatives of the employer referred to in Paragraphs three and four of this Section, indicating the given name, surname, as well as contact information;

6) the person for whose benefit work will be performed (recipient of the service), as well as the nature of service justifying the posting of the employee;

7) a certification that the posted employee who is a third-country national legally works for an employer in the European Union Member State, the European Economic Area State or the Swiss Confederation.

(3) An employer who posts an employee to perform work in Latvia has the obligation to designate its representative in Latvia who is authorised to represent the employer in public institutions and court of Latvia.

(4) An employer who posts an employee to perform work in Latvia has the obligation, if necessary, to designate its representative who may be addressed by the parties of the collective agreement for the purpose of initiating negotiations regarding entering into a collective agreement in accordance with the provisions of this Law. That person may be the person other than that who is referred to in Paragraph three of this Section and it does not have to be located in Latvia, however, it has to be available on a reasonable and justified request.

(5) An employer who posts an employee to perform work in Latvia has the obligation, during the period of posting the employee, to ensure storage of the employment contract entered into, documents certifying the calculation of the remuneration, documents accounting working time, and documents certifying disbursement of remuneration with the person referred to in Paragraph three of this Section and presenting thereof to the supervisory and control authorities, as well as, if necessary, their translation into the official language.

(6) An employer who posts an employee to perform work in Latvia has the obligation, within two years after the end of the period of posting the employee, to ensure presentation of the documents referred to in Paragraph five of this Section to the supervisory and control authorities.

(7) The provisions of Paragraph one of this Section shall also be applicable to third-country nationals who are employed in Latvia within the framework of an intra-corporate transfer.

*[12 May 2016]*

#### **Section 14.<sup>2</sup> Obligations of an Employer when Posting an Employee to Perform Work outside Latvia**

(1) An employer who posts an employee to perform work in another European Union Member State, European Economic Area State or Swiss Confederation, irrespective of the law applicable to the employment contract and employment relationships, has a duty to ensure for such posted employee the fulfilment of employment provisions, including with respect to the minimum salary rate, and the working conditions in accordance with Section 14.<sup>1</sup>, Paragraph one of this Law in compliance with the laws and regulations of the respective state or collective agreements which have been recognised as generally binding. The concept of the minimum salary rate shall be determined in accordance with the legal acts or collective agreements, that have been recognised as generally binding, of such state to which the employee has been posted to perform work.

(2) An employer who posts an employee to perform work in another European Union Member State, European Economic Area State or Swiss Confederation, has the obligation to meet the administrative requirements and to comply with the requirements of the supervisory and control authorities of such state to which the employee has been posted to perform work.

(3) Upon posting an employee to perform work in another European Union Member State, European Economic Area State or Swiss Confederation, the provisions regarding official trips, including regarding reimbursement of expenses of an official trip, shall be applicable accordingly. The daily allowance of an official trip which is related to the respective posting shall be deemed a part of the minimum salary, if it is provided for in the provisions of such state to which the employee has been posted to perform work. Other remuneration which is related to covering of actual expenses is not deemed a part of the minimum salary.

*[12 May 2016]*

## **Chapter 4 Time Periods**

### **Section 15. Specifying Time Periods**

Time periods provided for by this Law shall be specified as calendar dates or time periods calculated in years, months, weeks or days. A time period may also be specified by indicating an event that will occur in any case.

### **Section 16. Calculation of Time Periods**

(1) A time period shall run from the date or from the day of the occurrence of an event, which determines the beginning of the time period.

(2) A time period calculated in years shall expire on the respective month and date of the last year of the time period.

(3) A time period calculated in months shall expire on the respective date of the last month of the time period. If a time period calculated in months terminates in a month, which does not have the respective date, the time period shall expire on the last day of such month.

(4) A time period calculated in weeks shall expire on the respective day of the last week of the time period.

(5) If the time period expires on a weekly rest day or a public holiday, the subsequent working day shall be deemed to be the last day of the time period.

(6) A time period specified up to a specific date shall expire on that date.

(7) If a time period is specified for the completion of an activity, such activity may be completed on the last day of

the time period up to 24:00 hours. If such activity is to be completed in an undertaking, the time period shall expire on the hour when the specified working time of the undertaking ends.

(8) All written submissions or notifications, which have been delivered to a post office by 24:00 hours on the last day of the time period, shall be considered as having been delivered within the time period.

## **Part B Collective Agreement**

### **Chapter 5 General Provisions of a Collective Agreement**

#### **Section 17. Content and Form of Collective Agreements**

(1) Parties to a collective agreement shall reach agreement on the provisions regulating the content of employment relationships, in particular the organisation of remuneration and labour protection, establishment and termination of employment relationships, further education, and also working procedures, social security of employees and other issues related to employment relationships, and shall determine mutual rights and duties.

(2) Without special arrangements, parties to a collective agreement shall:

1) during the period of validity of the collective agreement refrain from any measures which are directed at unilateral amendments to its provisions unless provided otherwise by laws and regulations or by the collective agreement;

2) ensure that the provisions of the collective agreement are complied with and fulfilled both by the employer and the employees.

(3) A collective agreement shall be entered into in writing.

*[21 September 2006]*

#### **Section 18. Parties to a Collective Agreement**

(1) A collective agreement in an undertaking shall be entered into by the employer and an employee trade union or authorised representatives of employees if the employees have not formed a trade union.

(2) A collective agreement in a sector or territory (hereinafter also - the general agreement) shall be entered into by an employer, a group of employers, an organisation of employers or an association of organisations of employers with an association of trade unions which unites the largest number of employees in the State, or a trade union which is part of an association which unites the largest number of employees in the State, if the parties to the general agreement have the relevant authorisation or if the right to enter into the general agreement is provided for by the articles of association of such associations (unions). The employer, the group of employers, the organisation of employers or the association of organisations of employers, if it has the relevant authorisation or the right to join an already existing collective agreement in the sector or territory provided in the articles of association of an organisation or an association of organisations, may join a collective agreement already entered into in the sector or territory.

(3) The general agreement entered into by an organisation of employers or an association of organisations of employers shall be binding on the members of the organisation or the association of organisations. This provision shall also apply to members of the organisation of employers or the association of organisations of employers, if the respective organisation of employers or the association of organisations of employers has joined a collective agreement already entered into in the sector or territory. Eventual withdrawal of a member of the organisation of employers or the association of organisations of employers from the organisation of employers or the association of organisations of employers shall not affect the validity of the collective agreement in relation to such employer or member of the organisation of employers.

(4) If the employers, the group of employers, the organisation of employers or the association of organisations of employers who have entered into the general agreement, including also employers which have joined a collective agreement already entered into in the sector or territory, employ more than 50 per cent of employees in any sector according to the data of the Central Statistical Bureau or the turnover of their goods or volume of services is more than 50 per cent of the turnover of goods or volume of services in the sector, then the general agreement shall be binding on all employers of the respective sector and apply to all employees employed by such employers. With respect to the abovementioned employers and employees, the general agreement shall come into effect not earlier than three months after the day of its publication in the official gazette *Latvijas Vēstnesis* and if another - later - time for coming into effect has not been specified therein. The general agreement shall be published in the official gazette *Latvijas Vēstnesis* on the basis of a joint application of the parties.

*[27 July 2017]*

## **Chapter 6**

### **Effect of a Collective Agreement**

#### **Section 19. Effect of a Collective Agreement in Time**

(1) A collective agreement shall be entered into for a specified period or for a period required for the performance of a specific work. A collective agreement shall come into effect on the date it was entered into, unless the collective agreement specifies another time for coming into effect. If a collective agreement does not specify a period of validity, the collective agreement shall be deemed to have been entered into for one year.

(2) A collective agreement may be terminated before the expiry of its term on the basis of:

1) agreement by the parties;

2) notice of termination by one party if such right has been agreed upon in the collective agreement.

(3) Upon termination of a collective agreement, its provisions, except for the obligation specified in Section 17, Paragraph two, Clause 1 of this Law, shall remain in effect until the time of coming into effect of a new collective agreement, unless agreed otherwise by the parties.

#### **Section 20. Effect of a Collective Agreement with Respect to Persons**

(1) A collective agreement shall be binding on the parties and its provisions shall apply to all employees who are employed by the respective employer or in the respective undertaking of the employer, unless otherwise provided for in the collective agreement. It shall be of no significance whether employment relationships with the employee were established prior to or after the coming into effect of the collective agreement.

(2) An employee and an employer may, in the employment contract, derogate from the provisions of a collective agreement only if the respective provisions of the employment contract are more favourable to the employee.

## **Chapter 7**

### **Procedures for Entering into and Amending a Collective Agreement**

#### **Section 21. Procedures for Entering into a Collective Agreement**

(1) The entering into of a collective agreement shall be proposed by the representatives of employees, the employer or the organisations or their associations (unions) referred to in Section 18 of this Law. An employer, an organisation of employers or an association of organisations of employers is not entitled to refuse to enter into negotiations regarding the entering into of a collective agreement (the general agreement).

(2) A reply in writing to a proposal regarding entering into of a collective agreement shall be provided within 10 days from the date of receipt of the proposal.

(3) For the entering into of a collective agreement, the parties shall organise negotiations and agree on the procedures for the development and discussion of the draft collective agreement. The parties may invite specialists to such negotiations, establish working groups including in them an equal number of representatives of both parties, as well as independently develop a draft collective agreement.

(4) An employer, upon a request of the representatives of employees, has the obligation to provide to them the information necessary for entering into a collective agreement.

(5) If during the course of negotiations an agreement on the procedures for the development and discussion of a draft collective agreement or the content of the collective agreement is not reached due to the objections of one party, such party has the obligation to give a written reply to the proposals expressed by the other party not later than within 10 days. If a draft of the whole collective agreement is received, a written reply shall be provided not later than within one month and the party shall include in it its objections and proposals regarding the draft.

(6) Any employee has the right to submit in writing to the parties to a collective agreement his or her proposals with respect to a draft collective agreement.

*[12 December 2002]*

#### **Section 22. Approval of a Collective Agreement**

(1) In order for a collective agreement entered into by an undertaking to be valid, its approval at a general meeting (conference) of employees is required, except for those collective agreements which have been entered into by an



employer and employee trade union which represents at least 50 per cent of employees of the undertaking.

(2) The collective agreement shall be approved by a simple majority vote of the persons present at a general meeting at which at least half of the employees of the respective undertaking participate.

(3) If it is impossible to convene a general meeting of employees due to the large number of employees employed by an undertaking or due to the nature of work organisation, the collective agreement shall be approved by a simple majority vote of the persons present at a conference of the representatives of employees at which at least half of the representatives of employees participate.

(4) The validity of the general agreement does not require its approval.

*[4 March 2010]*

### **Section 23. Amendments to Provisions of a Collective Agreement**

During the period of validity of a collective agreement, the parties shall amend its provisions in accordance with the procedures laid down in the collective agreement. If such procedures have not been prescribed, amendments shall be made in accordance with the procedures provided for in Section 21 of this Law.

### **Section 24. Familiarisation with a Collective Agreement**

(1) An employer has the obligation to familiarise all employees with the collective agreement not later than within one month after its approval or after amendments made to the provisions of the collective agreement.

(2) An employer has the obligation to make the text of a collective agreement available to all employees.

## **Chapter 8 Settlement of Disputes**

### **Section 25. Settlement of Disputes in a Conciliation Commission**

(1) Disputes regarding rights and interests which arise from the collective agreement relations or which are related to such relations shall be settled by a conciliation commission. A conciliation commission shall be established by the parties to a collective agreement, both authorising an equal number of their representatives.

(2) In case of a dispute, the parties to the collective agreement shall draw up a report regarding the differences of opinion and not later than within three days submit it to the conciliation commission. The conciliation commission shall examine the report within seven days.

(3) The conciliation commission shall take a decision by agreement. The decision shall be binding on both parties to the collective agreement and it shall have the validity of a collective agreement.

### **Section 26. Settlement of Disputes regarding Rights**

(1) If a conciliation commission does not reach agreement on a dispute regarding rights, such dispute shall be settled by a court or through arbitration.

(2) A court shall have jurisdiction to rule on any dispute regarding rights between parties to a collective agreement in respect of the following:

- 1) claims arising from the collective agreement;
- 2) application of provisions of the collective agreement;
- 3) validity or invalidity of provisions of the collective agreement.

(3) The parties to a collective agreement may agree to refer any dispute regarding rights - both a dispute that has already arisen and such as may arise between the parties to the collective agreement - for settlement through arbitration. An agreement to refer a dispute for settlement through arbitration shall be entered into in writing. Such agreement may be incorporated into the collective agreement as a separate provision (arbitration clause).

### **Section 27. Settlement of Disputes regarding Interests**

If a conciliation commission does not reach agreement on a dispute regarding interests, such dispute shall be settled in accordance with the procedures laid down in the collective agreement.

## **Part C**

# Employment Contract

## Chapter 9 General Provisions of an Employment Contract

### Section 28. Employment Relationships and Employment Contract

(1) An employer and an employee shall establish mutual employment relationships by an employment contract.

(2) With an employment contract the employee undertakes to perform specific work, subject to specified working procedures and orders of the employer, while the employer undertakes to pay the agreed remuneration and to ensure fair and safe working conditions that are not harmful to health.

(3) The provisions of the Civil Law shall apply to an employment contract, unless otherwise provided for by this Law and other laws and regulations that govern employment relationships.

(4) If an employee has been posted to perform work for the benefit of and under the management of the recipient of the work placement service within the scope of the work placement service, it is the obligation of the recipient of the work placement service to ensure the employee with safe and harmless working conditions during the period of posting according to the requirements of laws and regulations governing labour protection, except for mandatory health examinations.

(5) During the period of posting, an employee of the work placement service provider shall be responsible to the recipient of the work placement service for the losses caused thereto in accordance with the provisions of this Law regarding the compensation of losses caused by employees.

(6) During the period of posting, the recipient of the work placement service shall be responsible to the employee of the work placement service provider for the losses caused thereto in accordance with the regulations of this Law regarding compensation of losses caused by employers.

*[16 June 2011]*

### Section 29. Prohibition of Differential Treatment

(1) Differential treatment based on the gender of an employee is prohibited when establishing employment relationships, as well as during the period of existence of employment relationships, in particular when promoting an employee, determining working conditions, remuneration or occupational training or further education, as well as when giving notice of termination of an employment contract.

(2) Differential treatment based on the gender of an employee is permitted only in cases where a particular gender is an objective and substantiated precondition, which is adequate for the legal purpose reached as a result, for the performance of the respective work or for the respective employment.

(3) If in case of a dispute an employee indicates conditions which may serve as a basis for his or her direct or indirect discrimination based on gender, the employer has the obligation to prove that the differential treatment is based on objective circumstances not related to the gender of the employee, or also that belonging to a particular gender is an objective and substantiated precondition for performance of the respective work or the respective employment.

(3<sup>1</sup>) If in case of a dispute an employee indicates conditions which may serve as a basis for his or her direct or indirect discrimination based on language, the employer has the obligation to prove that the differential treatment is based on objective circumstances not related to the language proficiency of the employee, or also that the proficiency in a specific language is an objective and substantiated precondition for performance of the respective work or the respective employment.

(4) Harassment of a person and instructions to discriminate against him or her shall also be deemed to be discrimination within the meaning of this Law.

(5) Direct discrimination exists if in comparable situations the treatment of a person in relation to his or her belonging to a specific gender is, was or may be less favourable than in respect of another person. Less favourable treatment due to granting of a prenatal and maternity leave, or a leave to the father of a child shall be considered as direct discrimination based on the gender of a person.

(6) Indirect discrimination exists if apparently neutral provision, criterion or practice causes or may cause adverse consequences for persons belonging to one gender, except for the cases where such provision, criterion or practice is objectively substantiated with a legal purpose for the achievement of which the selected means are commensurate.

(7) Within the meaning of this Law, the harassment of a person is the subjection of a person to such action which

is unwanted from the point of view of the person, which is associated with his or her belonging to a specific gender, including action of a sexual nature if the purpose or result of such action is the violation of the person's dignity and the creation of an intimidating, hostile, humiliating, degrading or offensive environment.

(8) If the prohibition of differential treatment and the prohibition against causing adverse consequences is violated, an employee, in addition to other rights specified in this Law, has the right to request compensation for losses and compensation for moral harm. In case of dispute, a court at its own discretion shall determine the compensation for moral harm.

(9) The provisions of this Section, as well as Section 32, Paragraph one and Sections 34, 48, 60, and 95 of this Law, insofar as they are not in conflict with the essence of the respective right, shall also apply to the prohibition of differential treatment based on race, skin colour, age, disability, religious, political or other conviction, ethnic or social origin, property or marital status, sexual orientation of an employee or other circumstances.

(10) In a religious organisation differential treatment based on the religious beliefs of a person is permitted in the case if a specific type of religious belief is the objective of the respective performance of work or the respective employment and a justified prerequisite taking into account the ethos of the organisation.

*[22 April 2004; 21 September 2006; 4 March 2010; 1 November 2018]*

### **Section 30. Settlement of Individual Disputes Regarding Rights**

Individual disputes regarding rights between an employee and an employer, if they have not been settled within an undertaking, shall be settled in court.

### **Section 31. Limitation Period**

(1) All claims arising from employment relationships are subject to a limitation period of two years unless a shorter limitation period is provided by law.

(2) If an employer had the obligation to issue to an employee a statement of account in writing, the limitation period set out in Paragraph one of this Section shall commence on the date of issue of the statement of account. If the employer does not issue a statement of account, the respective claim shall be subject to a limitation period of three years from the date when the statement of account was to be issued.

## **Division One Establishing Employment Relationships**

### **Chapter 10 Job Advertisement and Preparation of an Employment Contract**

#### **Section 32. Job Advertisement**

(1) A job advertisement (a notification by an employer of vacant positions) may not apply only to men or only to women, except for the cases where belonging to a particular gender is an objective and substantiated precondition for the performance of respective work or for the respective employment.

(2) It is prohibited to indicate age limitations in a job advertisement except for the cases where, in accordance with the law, persons of a certain age may not perform the respective work.

(2<sup>1</sup>) It is prohibited to indicate language skills in a specific foreign language in a job advertisement, except for the case where it is reasonably necessary to be able to perform the work duties.

(2<sup>2</sup>) If in case of a dispute an employee indicates conditions which may serve as a basis for his or her direct or indirect discrimination based on language, the employer has the obligation to prove that the differential treatment is based on objective circumstances not related to the language proficiency of the employee, or also that the proficiency in a specific language is an objective and substantiated precondition for performance of the respective work or the respective employment.

(3) A job advertisement shall include:

1) the given name and surname of an employer - natural person - or the name (firm) and registration number of a legal person, or the name (firm) and registration number of a recruitment undertaking, which assesses the suitability of applicants on behalf of the employer and carries out the selection procedure;

2) the total gross monthly or yearly sums of the salary of the respective profession or the envisaged amplitude of the hourly salary rate.

[4 March 2010; 21 June 2012; 23 October 2014; 1 November 2018; 1 November 2018]

### **Section 33. Job Interview**

(1) A job interview is an oral or written inquiry prepared by the employer to assess the suitability of an applicant.

(2) A job interview may not include such questions by the employer as do not apply to performance of the intended work or are not related to the suitability of the employee for such work, as well as questions which are directly or indirectly discriminatory, in particular questions concerning:

1) pregnancy;

2) family or marital status;

3) a previous conviction, except for the cases where this may be of essential importance with respect to the work to be performed;

4) religious conviction or belonging to a religious denomination;

5) affiliation with a political party, employee trade union or other public organisation;

6) national or ethnic origin.

(3) An employer has the obligation to familiarise an applicant with the applicable collective agreement in the undertaking and the working procedure regulations insofar as it relates to performance of the intended work, as well as to provide other information of significance for entering into an employment contract.

(4) An applicant has the obligation to provide information to the employer on the state of his or her health and occupational preparedness insofar as this is of significance for entering into an employment contract and for the performance of the intended work.

[22 April 2004; 21 September 2006]

### **Section 34. Violation of Prohibition of Differential Treatment when Establishing Employment Relationships**

(1) If, when establishing employment relationships, an employer has violated the prohibition of differential treatment, an applicant has the right to bring an action to a court within three months from the date of receipt of refusal of the employer to establish employment relationships with the applicant.

(2) If employment relationships have not been established due to the violation of the prohibition of differential treatment, the applicant does not have the right to request the establishment of such relationships on a compulsory basis.

[22 April 2004; 4 March 2010]

### **Section 35. Documents Necessary for Preparing an Employment Contract**

(1) When preparing an employment contract, an applicant has the obligation:

1) to present a personal identification document;

2) to submit other documents in cases provided for in laws and regulations.

(2) When preparing an employment contract for the performance of such work as requires special knowledge or skills, an employer has the right to request the applicant to present documents that certify his or her education or occupational preparedness.

(3) When preparing an employment contract, an employer has the obligation to request that a foreigner present a visa or a residence permit, certifying that the foreigner has been granted the right to employment, except for the cases laid down in the laws and regulations where the certification of the right to employment with a specific employer and in a specific speciality (occupation) is not required. This regulation shall not apply to the citizens of the European Union and persons who have free rights of movement within the European Union in accordance with Article 2(5) of Regulation (EC) No 562/2006 of the European Parliament and of the Council of 15 March 2006 establishing a Community Code on the rules governing the movement of persons across borders (Schengen Borders Code).

[22 April 2004; 16 June 2011; 23 October 2014]

### **Section 36. Health Examination**

(1) An employer may request an applicant to undergo a health examination, which would allow verification that the

applicant is suitable for performance of the intended work.

(2) In the opinion regarding the state of health of an applicant, the doctor shall indicate only whether the applicant is suitable for performance of the intended work.

(3) Expenses related to the health examination of an applicant shall be covered by the employer, except for the case where the applicant has knowingly provided the employer with false information during a job interview.

### **Section 37. Prohibitions, Restrictions and Liability of Employment**

(1) It is prohibited to employ children in permanent work. Within the meaning of this Law, a child shall mean a person who is under 15 years of age and who until reaching the age of 18 continues to acquire a basic education.

(2) In exceptional cases children from the age of 13, if one of the parents (guardian) has given written consent, may be employed outside of school hours doing light work not harmful to the safety, health, morals and development of the child. Such employment shall not interfere with the education of a child. Work in which children may be employed from the age of 13 shall be determined by the Cabinet. The provisions of Paragraph four of this Section regarding employment of adolescents shall apply to a child up to 15 years of age who continues the acquisition of basic education.

(3) In exceptional cases if one of the parents (guardian) has given written consent and a permit from the State Labour Inspectorate has been received, a child as a performer may be employed in cultural, artistic, sporting and advertising activities if such employment is not harmful to the safety, health, morals and development of the child. Such employment shall not interfere with the education of the child. The procedures for issuing permits for the employment of children as performers in cultural, artistic, sporting and advertising activities, as well as the restrictions to be included in such permits with respect to working conditions and employment provisions shall be determined by the Cabinet.

(4) It is prohibited to employ adolescents in jobs in special conditions which are associated with increased risk to their safety, health, morals and development. Within the meaning of this Law, an adolescent shall mean a person between the ages of 15 and 18 who is not to be considered a child within the meaning of Paragraph one of this Section. Work in which the employment of adolescents is prohibited and exceptions when employment in such jobs is permitted in connection with occupational training of the adolescent shall be determined by the Cabinet.

(5) An employer has the obligation, prior to entering into an employment contract, to inform one of the parents (guardian) of the child or adolescent of the assessed risk of the working environment and the labour protection measures at the respective workplace.

(6) Persons under 18 years of age shall be hired only after a prior medical examination and they shall, until reaching the age of 18, undergo a mandatory medical examination once a year.

(7) An employer, after receipt of a doctor's opinion, is prohibited from employing pregnant women and women during the period following childbirth not exceeding one year, but if the woman is breastfeeding - during the whole period of breastfeeding if it is considered that performance of the respective work poses a threat to the safety and health of the woman or her child. In any case, it is prohibited to employ a pregnant woman two weeks prior to the expected birth and a woman two weeks after childbirth. The time of the expected birth and the fact of birth shall be certified by a doctor's opinion.

(8) A foreigner may be employed only if he or she has been granted the right to employment, which is certified by a corresponding entry in the visa or residence permit issued to the foreigner, except for the cases laid down in laws and regulations when a certification regarding the right to employment with a specific employer and in a specific speciality (occupation) is not required. This regulation shall not apply to the citizens of the European Union and persons who have free rights of movement within the European Union in accordance with Article 2(5) of Regulation (EC) No 562/2006 of the European Parliament and of the Council of 15 March 2006 establishing a Community Code on the rules governing the movement of persons across borders (Schengen Borders Code).

(9) It is prohibited to employ a person who is not entitled to reside in the Republic of Latvia.

(10) An employer is not liable for the employment of such a person who is not entitled to reside in the Republic of Latvia, if the employer has fulfilled the obligations referred to in Section 35, Paragraph three and Section 38, Paragraph two of this Law, except for the case when the employer was aware that the document presented to certify the rights of the person to reside in the Republic of Latvia was a forgery.

(11) A person who has directly handed over the performance of contractual obligations fully or partly to the employer as a subordinate undertaking shall be administratively liable for the employment of such person who is not entitled to reside in the Republic of Latvia, as well as the person who is the initial performer of contractual obligations, and any other involved subordinate undertaking, if they were aware of such illegal employment, except for the case when they have performed the necessary measures in order to prevent such illegal employment.

(12) An employer shall not admit an employee to the contracted work if the employee is unable to perform the

contracted work due to his or her state of health and such state is certified by a doctor's opinion. The employer has the obligation to disburse the remuneration laid down in Section 74, Paragraph three of this Law to the employee for the time period during which the employee has not been admitted to work.

*[22 April 2004; 16 June 2011; 23 October 2014]*

### **Section 38. Information Regarding an Applicant and Documents for Applying for Work**

(1) In order to select a prospective employee, an employer has the right to transfer information obtained in accordance with Sections 33, 35, and 36 of this Law, as well as the job application documents submitted by the applicant, only to the persons who, in the undertaking on behalf of the employer, prepare the decision to hire the employee. The abovementioned information and documents may be disclosed to third parties only with the consent of the applicant.

(2) An employer has the obligation to ensure the storage of copies of the documents referred to in Section 35, Paragraph three of this Law or the appropriate information throughout the period of employment of a foreigner and the presenting thereof upon request by a supervisory and control authority.

*[16 June 2011]*

## **Chapter 11 Entering into an Employment Contract**

### **Section 39. Agreement between an Employee and Employer**

An employment contract shall be deemed to have been entered into from the moment the employee and the employer have agreed on the work to be performed and on the remuneration, as well as on subsequent observance by the employee of the working procedures and orders of the employer.

### **Section 40. Form of an Employment Contract**

(1) An employment contract shall be entered into in writing prior to commencement of work.

(2) An employment contract shall include:

1) employee's given name, surname, personal identity number (for a foreigner not having a personal identity number - the date of birth), place of residence, employer's given name, surname (name), personal identity number (for a foreigner not having a personal identity number - the date of birth) or registration number and address;

2) the starting date of employment relationships;

3) the expected duration of employment relationships (if the employment contract has been entered into for a specified period);

4) the workplace (the fact that the employee may be employed in various places if the performance of the work duties is not provided for at a particular workplace);

5) the trade, profession, speciality (hereinafter - the occupation) of the employee in conformity with the Classification of Occupations and the general description of the contracted work;

6) the amount of remuneration and time of disbursement;

7) the agreed daily or weekly working time;

8) the length of the annual paid leave;

9) the time period for giving a notice of termination of the employment contract;

10) the provisions of the collective agreement and working procedure regulations to be applied to employment relationships.

(3) The information referred to in Paragraph two, Clauses 6, 7, 8, and 9 of this Section may be substituted by a reference to the respective provisions in laws and regulations, in the collective agreement or by a reference to working procedure regulations.

(4) An employment contract, in addition to the information set out in Paragraph two of this Section, shall also include other information if the parties consider it necessary.

(5) An employment contract shall be prepared in duplicate, one copy to be kept by the employee, the other by the employer.

(6) An employer has the obligation to ensure that an employment contract is entered into in writing and to maintain a record of the employment contracts entered into.

(7) The Classification of Occupations, the basic tasks appropriate to the occupation and the basic qualification requirements, the procedures for the use and updating of the Classification of Occupations shall be determined by the Cabinet. The Classification of Occupations shall not include the occupations of State security institution employees.

(8) In addition to the information referred to in Paragraph two of this Section, in the employment contract being entered into by the work placement service provider as the employer and the employee who shall perform work for the benefit and under the management of the recipient of the work placement service it shall be indicated that the employer is the work placement service provider as well as that the employee, when performing the work, also has the obligation to be subject to the working procedures and orders specified by the recipient of the work placement service insofar as this is not in contradiction with the orders of the employer.

(9) The employment contract shall not include any provisions concerning foreign language skills, unless it is reasonably necessary for the performance of the work duties.

(10) An employment contract shall be entered into in the official language. If the employee is a foreigner who does not have knowledge of the official language of sufficient level, the employer has the obligation to notify the employee regarding the terms and conditions of the employment contract in writing in a language that is understandable to him or her.

(11) An employer is obliged to ensure that the employment contracts entered into are presented upon request of supervisory and control authorities.

(12) The Cabinet shall determine the types of commercial activities where the employer has the obligation, when entering into an employment contract, to issue the employee an employee's card, as well as determine the information to be included in the employee's card and provisions for issue of such card.

*[21 September 2006; 4 March 2010; 31 March 2011; 16 June 2011; 23 October 2014 / Paragraph ten shall come into force on 1 April 2015. See Paragraph 12 of Transitional Provisions]*

#### **Section 41. Consequences of Failure to Comply with the Written Form**

(1) If, when entering into an employment contract, its written form has not been complied with, an employee has the right to request that the employment contract be expressed in writing. For this purpose, an employee may use any evidence pertaining to the existence of employment relationships and the content of such relationships.

(2) If the employee and the employer, or at least one of the parties, has started to perform the duties contracted for, an employment contract that does not conform to the written form shall have the same legal consequences as an employment contract expressed in writing.

(3) If the employer does not ensure entering into an employment contract in writing and the employer or the employee cannot prove other duration of existence of employment relationships, specified working time and remuneration, it shall be considered that the employee has been employed for three months already and that a normal working time and minimum monthly salary has been specified for him or her.

*[4 March 2010]*

#### **Section 42. Invalidity of an Employment Contract**

(1) An employment contract that is contrary to laws and regulations shall be deemed as null and void only for further time periods, and an employer, if it was at fault for the entering into of such contract and it is not possible to enter into an employment contract with an employee in conformity with laws and regulations, has the obligation to disburse remuneration to the employee in the amount of at least six months average earnings.

(2) In case of doubt, the invalidity of a particular provision included in an employment contract shall not affect the validity of the rest of the employment contract.

## **Chapter 12 Duration of Employment Relationships**

#### **Section 43. Validity of an Employment Contract in Time**

An employment contract shall be entered into for an unspecified period, except for the cases set out in Section 44 of this Law.

#### **Section 44. Employment Contract for a Specified Period**

(1) An employment contract may be entered into for a specified period in order to perform specified short-term work, such as:

1) seasonal work;

2) work in activity areas where an employment contract is normally not entered into for an unspecified period, taking into account the nature of the respective occupation or the temporary nature of the respective work;

3) substitution of an employee who is absent or suspended from work, as well as substitution of an employee whose permanent position has become vacant until the moment a new employee is hired;

4) casual work which is normally not performed in the undertaking;

5) specified temporary work related to short-term expansion of the scope of work of the undertaking or to an increase in the amount of production;

6) emergency work in order to prevent the consequences caused by force majeure, an unexpected event or other exceptional circumstances which adversely affect or may affect the normal course of activities in an undertaking;

7) temporary paid work intended for an unemployed person or other work related to his or her participation in active employment measures, or work related to the implementation of active employment measures;

8) work of an educatee of a vocational or academic educational institution, if it is related to preparation for activity in a certain occupation or study course.

(2) The work referred to in Paragraph one, Clauses 1 and 2 of this Section shall be determined by the Cabinet.

(3) [23 October 2014]

(4) An employment contract entered into for a specified period shall include the expiry date of the employment contract, or conditions that determine that the respective work is completed.

(5) If an employment contract does not indicate the period for which it has been entered into, or if according to the circumstances the entering into an employment contract for a specified period is not permissible, the employment contract shall be deemed as entered into for an unspecified period. In such case, the respective provisions of Sections 122 and 123 of this Law shall apply. The time period for bringing an action shall begin on the date when the term, for which the employment contract has been entered into, expires. These provisions shall not apply to the persons indicated in Paragraph three of this Section.

(6) The same provisions, which apply to an employee with whom an employment contract has been entered into for an unspecified period, shall apply to an employee with whom an employment contract has been entered into for a specified period.

(7) An employer shall inform the employee with whom an employment contract has been entered into for a specified period regarding job vacancies in the undertaking in which the employee may be employed for an unspecified period. An employer shall inform the representatives of employees regarding the opportunities in the undertaking to employ employees for a specified period if the representatives of employees request such information.

*[22 April 2004; 13 October 2005; 21 September 2006; 4 March 2010; 23 October 2014]*

#### **Section 45. Term of an Employment Contract Entered into for a Specified Period**

(1) The term of an employment contract entered into for a specified period may not exceed five years (including extensions of the term) if another term has not been specified in another law for the employment contract. The entering into a new employment contract with the same employer shall also be regarded as extension of the term of the employment contract if during the period from the date of entering into the former employment contract until the entering into of a new employment contract the legal relationships have not been interrupted for more than 60 consecutive days.

(2) The term for which an employment contract has been entered into for performing seasonal work (including extensions of the term) may not exceed 10 months within one year.

(3) The term of an employment contract entered into in accordance with Section 44, Paragraph one, Clause 3 of this Law may, if necessary, be extended by exceeding the term referred to in Paragraph one of this Section. If an employee who is absent or suspended from work due to some circumstances does not continue or may not continue employment relationships, the employment contract of the employee substituting him or her shall be regarded as entered into for an unspecified period.

(4) If, upon expiry of the term for which an employment contract has been entered into, no party has requested termination of the employment contract and employment relationships are effectively continuing, the employment



contract shall be regarded as entered into for an unspecified period.

*[13 October 2005; 21 September 2006; 23 October 2014]*

## **Chapter 13**

### **Probationary Period in Hiring for Work**

#### **Section 46. Specification of a Probationary Period**

(1) When entering into an employment contract, a probationary period may be specified in order to assess whether an employee is suitable for performance of the work entrusted to him or her. If an employment contract does not specify a probationary period, it shall be regarded as entered into without a probationary period. A probationary period shall not be determined for persons under 18 years of age.

(2) The term of a probationary period may not exceed three months. The said term shall not include a period of temporary incapacity and other periods of time when the employee did not perform work for justifiable reasons.

#### **Section 47. Consequences of a Probationary Period**

(1) During the probationary period, the employer and the employee have the right to give a notice of termination of the employment contract in writing three days prior to termination. An employer, when giving the notice of termination of an employment contract during a probationary period, does not have the obligation to indicate the cause for such notice.

(2) If the contracted term of a probationary period has expired and the employee continues to perform the work, it shall be considered that he or she has passed the probationary period.

#### **Section 48. Violation of the Prohibition of Differential Treatment when Giving Notice of Termination of an Employment Contract during the Probationary Period**

If an employer when giving a notice of termination of an employment contract during the probationary period has violated the prohibition of differential treatment, an employee has the right to bring an action to a court within one month from the date of receipt of a notice of termination from the employer.

*[22 April 2004]*

## **Division Two**

### **Employee's Obligations**

## **Chapter 14**

### **General Provisions of Employee's Obligations**

#### **Section 49. Specification of the Discharge of Employee's Obligations**

The type, amount, time and place of discharge of employee's obligations shall be determined in an employment contract by the employer, insofar as they are not in contradiction with prescriptive or prohibitive norms in laws and regulations, the collective agreement or working procedure regulations.

#### **Section 50. Care by an Employee**

(1) An employee has the obligation to perform work with such care as, in conformity with the nature of the work and required skills and suitability of the employee for the performance of such work would be reasonable to expect from him or her.

(2) An employee when performing work has the obligation to treat the property of the employer with due care.

## **Chapter 15**

### **Type, Amount, Time and Place of Discharge of Employee's Obligations**

#### **Section 51. Type and Amount of Discharge of Work**

(1) An employee has the obligation to perform such work as is required for proper discharge of his or her obligations.

(2) An employer has the obligation to ensure such work organisation and working conditions as allow an employee to perform the work specified.

(3) Work norms shall be determined and amended by an employer after consultation with the representatives of employees. An employer shall notify an employee of the specification of new work norms or of the amendment of existing work norms not later than one month before the coming into effect of new work norms or amended work norms. An employer shall notify an employee of temporary and one-time norms before the commencement of employment, but they may not be specified for longer than for three months.

*[12 December 2002]*

### **Section 52. Time of Discharge of Work**

An employee has the obligation to perform work within the limits of a specified working time. If in conformity with an employment contract the timing of acceptance of a discharged obligation is of importance for the performance of the respective work, the employee and the employer shall agree on a specified time period within which such work is to be discharged.

### **Section 53. Place of Discharge of Work**

(1) An employee has the obligation to perform work in the undertaking, unless the employee and the employer have agreed otherwise.

(2) A person under 18 years of age may be sent on official trip or a work trip if one of the parents (guardian) has given his or her written consent.

(3) A pregnant woman, a woman during the period following childbirth up to one year and a woman breastfeeding may be sent on official trip or a work trip if she has given her written consent.

(4) The workplace (position) and remuneration of an employee sent on official trip or work trip shall be retained for the duration of the trip. If a piecework salary has been specified for the employee, the average earnings shall be disbursed to him or her.

*[12 December 2002; 21 September 2006; 4 March 2010]*

## **Chapter 16 Working Procedures and Orders of an Employer**

### **Section 54. Working Procedures**

Working procedures in an undertaking shall be determined by working procedure regulations, the collective agreement, the employment contract and orders of the employer.

### **Section 55. Working Procedure Regulations**

(1) An employer who normally employs not less than 10 employees at an undertaking shall adopt working procedure regulations after consultation with representatives of the employees. The working procedure regulations shall be adopted not later than within two months from the date the undertaking has commenced its activities.

(2) If it is not included in the collective agreement or the employment contract, the working procedure regulations shall provide for the following:

1) beginning and end of working time, breaks at work, as well as the length of the working week;

2) organisation of working time at the undertaking;

3) date, place and manner of disbursement of remuneration;

4) general procedures for granting of leave;

5) labour protection measures at the undertaking;

6) behavioural regulations for employees and other regulations pertaining to the working procedures in the undertaking.

(3) All employees shall become acquainted with the accepted working procedure regulations. An employer has the obligation to ensure that the text of the working procedure regulations is available to each employee.

*[21 September 2006]*

## **Section 56. Content and Limits of Orders of an Employer**

(1) Within the scope of an employment contract, an employer may, by means of orders, specify the work duties of an employee.

(2) Within the scope of an employment contract, an employer may, by means of orders, specify working procedure regulations and behavioural regulations for an employee at the undertaking.

(3) An employer does not have the right to ask an employee to perform work not provided for by an employment contract, except for the cases set out in Section 57 of this Law.

(4) An employer does not have the right to ask that the employee is proficient in a specific foreign language if its use does not fall within the scope of work duties. If, when performing work duties, the use of a foreign language is not necessary, the employer does not have the right to forbid the employee from using the official language.

*[1 November 2018]*

## **Section 57. Performance of Work not Provided for by an Employment Contract**

(1) An employer has the right to assign an employee the performance of work not provided for by an employment contract for a period not exceeding one month within one year in order to avert the consequences caused by force majeure, an unexpected event or other exceptional circumstances which adversely affect or may affect the normal course of activities in the undertaking. In case of idle time, an employer has the right to assign an employee the performance of work not provided for by an employment contract for a period not exceeding two months within one year.

(2) An employer has the obligation to disburse to an employee appropriate remuneration for the performance of work not provided for by an employment contract, the amount of which may not be less than the previous average earnings of the employee.

## **Section 58. Suspension from Work**

(1) Suspension from work is a temporary prohibition, imposed by a written order of an employer, for an employee to be present at the workplace and to perform work, without disbursing remuneration to the employee during the period of suspension.

(2) An employer has the obligation to suspend an employee from work if, in cases specified by laws and regulations, such is accordingly requested by an authorised State institution.

(3) An employer has the right to suspend an employee from work if the employee, when performing work or being present at the workplace, is under the influence of alcohol, narcotic or toxic substances, as well as in other cases when failure to suspend an employee from work may be detrimental to his or her safety or the health or safety of third parties, as well as to the substantiated interests of the employer or third parties.

(4) If the suspension of an employee from work has been unfounded due to the fault of the employer, the employer has the obligation to disburse to the employee the average earnings for the whole period of forced absence from work, as well as to compensate for losses caused as a result of the suspension.

(5) It is prohibited to suspend an employee for more than three months, except for the cases specified in Paragraph two of this Section.

(6) The employer has the obligation to issue a written order to the employee by which the employee is suspended from work.

(7) The employer has the right to terminate the employment contract within the time period when the employee has been suspended from work.

*[21 September 2006; 23 October 2014; 27 July 2017]*

# **Division Three Remuneration**

## **Chapter 17 General Provisions of Remuneration**

### **Section 59. Concept of Remuneration**

Remuneration is the regular pay for work to be disbursed to an employee, and which includes a salary and

supplements specified in laws and regulations, the collective agreement or employment contract, as well as bonuses and other kinds of remuneration related to work.

### **Section 60. Equal Remuneration**

(1) An employer has the obligation to specify equal remuneration for men and women for the same kind of work or work of equal value.

(2) If an employer has violated the provisions of Paragraph one of this Section, the employee has the right to request the remuneration that the employer normally pays for the same work or for work of equal value.

(3) An employee may bring the action referred to in Paragraph two of this Section to court within a three-month period from the day he or she has learned or should have learned of the violation of the provisions of Paragraph one of this Section.

*[4 March 2010]*

### **Section 61. Minimum Salary**

(1) A minimum salary shall not be less than the minimum level determined by the State.

(2) The amount of minimum monthly salary within the scope of regular working time, as well as calculation of minimum hourly salary rate shall be determined by the Cabinet.

(3) The procedures for the determination and review of the minimum monthly salary shall be determined by the Cabinet.

*[12 December 2002; 23 October 2014 / The new wording of Paragraph two shall come into force on 1 January 2016. See Paragraph 14 of Transitional Provisions]*

### **Section 62. Organisation of Remuneration**

(1) An employer shall organise in the undertaking a time salary system or a piecework salary system, and a system of supplements and bonuses in accordance with laws and regulations and the collective agreement.

(2) A time salary shall be calculated in conformity with the actual working time worked irrespective of the amount of work done. A piecework salary shall be calculated in conformity with the amount of work done irrespective of the time within which it was done.

(3) If a piecework salary has been specified for a pregnant woman, for a woman during a period following childbirth up to one year, but if a woman is breastfeeding then during the whole period of breastfeeding, but not longer than until the age of two years of the child, and in accordance with a doctor's opinion work norms have been reduced for her, the employer has the obligation to pay the employee for such period the previous average earnings.

(4) An employer has the obligation to inform employees in writing of the introduction into the undertaking of a new remuneration system, as well as of the amendments to the existing remuneration system, at least one month in advance.

(5) *[1 December 2009]*

(6) The basic methodology for the assessment of intellectual work, as well as the assessment of physical work and the specification of occupational qualification categories shall be determined by the Cabinet.

(7) *[1 December 2009]*

*[12 December 2002; 13 October 2005; 1 December 2009; 23 October 2014]*

### **Section 63. Remuneration for Persons Under 18 Years of Age**

(1) The monthly salary for adolescents employed within the limits of the working time set out in Paragraphs one and three of Section 132 of this Law shall not be less than the minimum monthly salary within the scope of normal working time as specified by the Cabinet.

(2) If an adolescent also works, in addition to pursuing secondary or occupational education, the adolescent shall be paid for the work done in conformity with the time worked. In such case, the hourly salary rate specified for the adolescent may not be less than the minimum hourly salary rate specified by the Cabinet for work within the scope of normal working time.

(3) Children shall be paid for work in conformity with the work done.

### **Section 64. Statement of Remuneration, Mandatory State Social Insurance Contributions Made and Employment Relationships**

An employer, upon a written request of an employee, shall, within five working days, issue to such employee a statement of his or her remuneration, mandatory State social insurance contributions made, duration of the employment relationships and occupation.

*[4 March 2010]*

## **Chapter 18 Supplements**

### **Section 65. Supplements for Additional Work**

(1) An employee who, in addition to the contracted basic work, performs additional work for one and the same employer has the right to receive an appropriate supplement for the performance of such work.

(2) The amount of the supplement specified in Paragraph one of this Section shall be determined by a collective agreement or an employment contract.

### **Section 66. Supplements for Work Associated with Special Risk**

(1) A supplement shall be specified for an employee who performs work related to special risks (work which in accordance with the assessed risk of the working environment is associated with an increased psychological or physical load or such increased risks to the safety and health of an employee which cannot be prevented or reduced up to the permissible level by other labour protection measures).

(2) The amount of such supplement shall be determined by a collective agreement, working procedure regulations, an employment contract or by order of an employer.

*[4 March 2010]*

### **Section 67. Supplements for Night Work**

(1) An employee who performs night work shall receive a supplement of not less than 50 per cent of the specified hourly or daily salary rate specified for him or her, but if a piecework salary has been agreed upon, a supplement of not less than 50 per cent of the piecework rate for the amount of work done.

(2) A collective agreement or an employment contract may specify a higher supplement for night work.

### **Section 68. Supplements for Overtime Work or Work on a Public Holiday**

(1) An employee who performs overtime work or work on a public holiday shall receive a supplement of not less than 100 per cent of the hourly or daily salary rate specified for him or her, but if a piecework salary has been agreed upon, a supplement of not less than 100 per cent of the piecework rate for the amount of work done.

(2) A collective agreement or an employment contract may specify a higher supplement for overtime work or work on a public holiday.

(3) With the general agreement, which has been entered into in conformity with Section 18, Paragraph four of this Law and provides for a substantial increase in the minimum salary or hourly salary rate specified by the State in the sector in the amount of at least 50 per cent above the minimum salary or hourly salary rate specified by the State, the amount of the supplement for overtime work may be determined less than that specified in Paragraph one of this Section but not less than in the amount of 50 per cent of the hourly salary rate specified for the employee, moreover where a piecework salary has been agreed upon, a supplement of not less than 50 per cent of the specified piecework rate for the amount of work done.

(4) If the State determines the minimum salary or hourly rate in such amount that the amount of the minimum salary or hourly rate specified within the framework of the general agreement in force in the sector no longer complies with the criterion referred to in Paragraph three of this Section, and if the supplement for overtime referred to within the framework of the general agreement in question has been determined in a smaller amount than the amount specified in Paragraph one of this Section, amendments shall be made to the relevant general agreement in such a way as to ensure compliance with Paragraph three of this Section. If the abovementioned amendments are not made, the general agreement shall cease to be valid one year after the date of the occurrence of the non-compliance.

*[22 April 2004; 28 March 2019 / See Paragraph 18 of Transitional Provisions]*

## **Chapter 19 Disbursement of Remuneration**

### **Section 69. Time of Disbursement of Remuneration**

(1) An employer has the obligation to disburse remuneration at least two times a month unless the employee and employer have agreed that the remuneration shall be disbursed once a month.

(2) If the time of disbursement of remuneration has not been contracted for or the remuneration is to be calculated for a specified period of time, the remuneration in conformity with the work done shall be disbursed upon completion of the work or termination of the relevant period of time, but not less frequently than once a month.

(3) If the date for disbursement of remuneration occurs on a weekly rest day or on a public holiday, the remuneration shall be disbursed before the relevant date.

(4) Payment for the period of leave and remuneration for the time worked up to the leave shall be disbursed not later than one day before the leave. Upon a written request by the employee, the payment for the period of leave and remuneration for the time worked up to the leave may be disbursed some other time, however no later than on the next date for disbursement of remuneration.

(5) Remuneration and related mandatory State social insurance contributions shall be first level payments made by the employer.

*[23 October 2014]*

### **Section 70. Type of Disbursement of Remuneration**

Remuneration shall be calculated and disbursed in cash. An employer has the right to disburse remuneration as non-cash payments only where the employee and the employer have specifically so agreed.

### **Section 71. Calculation of Remuneration**

When disbursing remuneration, an employer shall issue a calculation of the remuneration in which the remuneration disbursed, the taxes deducted and the mandatory State social insurance contributions made, as well as the hours worked, including overtime hours, the hours worked at night and on public holidays have been specified. The employer has the obligation to explain such calculation upon a request of an employee.

*[4 March 2010]*

### **Section 72. Disbursement of Remuneration in Case of Improper Performance of Employee's Obligations**

(1) If a time salary has been agreed upon, in the case of improper fulfilment of employee's obligations, the employer has the obligation to disburse remuneration in conformity with the working time actually worked. An employer may deduct from the remuneration to be disbursed to the employee compensation for losses resulting to the employer due to improper performance of employee's obligations in conformity with the provisions of Section 79 of this Law.

(2) If a piecework salary has been agreed upon, in case of partial performance of employee's obligations, the employer has the right to disburse remuneration in conformity with the amount of work done. An employer may deduct from the remuneration to be disbursed to the employee the compensation for losses resulting to the employer due to poor quality performance of employee's obligations in conformity with the provisions of Section 79 of this Law.

### **Section 73. Payment of Annual Paid Leave and Supplementary Leave**

An employer has the obligation to disburse to an employee average earnings for the period when the employee is on annual paid leave or supplementary leave.

*[21 September 2006]*

### **Section 74. Remuneration in Cases where the Employee does not Perform Work due to Justifiable Reasons**

(1) An employer has the obligation to disburse the remuneration specified in Paragraph three of this Section if an employee does not perform work due to justifiable reasons, especially in the cases where the employee:

1) on the basis of the relevant order by the employer, undergoes a health examination in a medical treatment institution;

2) upon prior notification of the employer, donates his or her blood or blood components in a medical treatment institution;

3) on the basis of the relevant order by the employer, during working time participates in occupational training or further education;

4) does not perform work for not more than two working days due to the death of his or her spouse, parents, child

or other close family member;

5) does not perform work for not more than one working day due to a move to another place of residence in the same populated area at the initiative of the employer, or for not more than two working days due to a move to another place of residence in another populated area;

6) on the basis of a summons, attends an investigative institution, the Office of the Prosecutor or a court;

7) participates in the elimination of the consequences of such force majeure, unexpected event or exceptional circumstances as adversely affects or may affect public safety or order;

8) does not perform work on public holidays, which fall on a working day specified for the employee;

9) [4 March 2010];

10) *[Paragraph shall come into force on 1 January 2020 and shall be included in the wording of the Law on 1 January 2020. See Paragraph 17 of Transitional Provisions]*

(2) Employee's obligations shall be deemed to be fulfilled, and the employer has the obligation to disburse the remuneration specified in Paragraph three of this Section also if the employer does not provide work to an employee or does not perform the activities necessary for the acceptance of employee's obligations (idle time). An employee shall not receive remuneration for idle time due to the fault of the employee.

(3) If a time salary has been specified for an employee, in the cases referred to in Paragraphs one and two of this Section, he or she shall be disbursed the specified remuneration. If a piecework salary has been specified for an employee, in the cases referred to in Paragraphs one and two of this Section, he or she shall be disbursed average earnings.

(4) The remuneration specified in Paragraph three of this Section shall be disbursed to an employee in the cases set out in Paragraph one, Clauses 6 and 7 of this Section by the employer who shall receive reimbursement from the relevant State institution. The procedures by which an employer shall be reimbursed for remuneration to be disbursed to an employee shall be determined by the Cabinet.

(4<sup>1</sup>) In the case referred to in Paragraph one, Clause 10 of this Section, the Latvian National Armed Forces shall compensate the employer the remuneration disbursed to an employee. The procedures by which the Latvian National Armed Forces shall compensate the remuneration disbursed to an employee and the amount of the compensation shall be determined by the Cabinet.

(5) The provisions of Paragraph one of this Section shall not apply to cases where an employee does not perform work due to temporary incapacity.

(6) An employee, after donating his or her blood or blood components in a medical treatment institution, has a right to a day of rest. Upon agreement between the employee and the employer, such day of rest may be granted in another time, but not later than within one year after the donation of blood or blood components at a medical treatment institution. An employer has the obligation to pay for not more than five such days during a calendar year, by disbursing the remuneration laid down in Paragraph three of this Section, unless more paid rest days have been laid down under the employment contract or collective agreement.

(7) During the time period between postings, regardless of the contracted working time, remuneration shall be disbursed to an employee of the work placement service provider which is not less than the minimum monthly salary specified by the State, proportionate to the time period between postings.

(8) An employer may disburse the remuneration specified in Paragraph three of this Section if the employee does not perform work in connection with the training of national guardsmen, except for the case referred to in Paragraph one, Clause 10 of this Section. Remuneration shall be disbursed if the Commander of the National Guard unit informs the employer regarding the involvement of the employee - a national guardsman - in training within the time period and in accordance with the procedures laid down in the laws and regulations governing the service in the National Guard. Remuneration shall be disbursed for the period indicated in the statement of the Commander of the National Guard unit.

(9) An employer may disburse the remuneration specified in Paragraph three of this Section if an employee does not perform work due to the military training of reserve soldiers. Remuneration may be disbursed for an employee - a reserve soldier - if the employee informs the employer of the involvement in military training within the time period and in accordance with the procedures laid down in the laws and regulations governing the conscription into active service of reserve soldiers. Remuneration shall be disbursed for the time specified in the statement of the structural units for the record of reserve.

*[21 September 2006; 4 March 2010; 16 June 2011; 23 October 2014; 7 March 2019 / See Paragraph 17 of Transitional Provisions]*

## **Section 75. Calculation of Average Earnings**

(1) In all cases where an employee in accordance with this Law shall be paid average earnings, such earnings shall be calculated based on the salary calculated for the work of the employee during the previous six calendar months, on supplements specified in laws and regulations, collective agreements or employment contract, as well as from bonuses.

(2) If an employee has not worked for the last six months or more and remuneration has not been disbursed to him or her, average earnings shall be calculated based on the remuneration for the work of six calendar months prior to the beginning of the justified absence period. If an employee has worked less than six months prior to the beginning of the justified absence period, average earnings shall be calculated from the remuneration for the period during which the employee has worked. If the calculated monthly average earnings within the scope of regular working time is smaller than the effective minimum monthly salary, monthly average earnings shall be disbursed in the amount of effective minimum monthly salary.

(3) Monthly average earnings shall be calculated by multiplying daily average earnings with monthly average number of working days during the last six calendar months (by adding up working days during the last six calendar months and dividing the total sum by six).

(4) Daily average earnings shall be calculated by dividing the total amount of remuneration for the last six calendar months by the number of days worked in this period. If aggregated working time is specified for the employee, daily average earnings shall be calculated by multiplying hourly average earnings with average number of hours worked in a working day, which is calculated by dividing number of hours worked during the last six months by the number of calendar working days (except for justified absence) in the last six months. The number of days worked shall not include sick days, leave days and days when the employee has not performed work in the cases referred to in Section 74, Paragraphs one and six of this Law.

(5) Hourly average earnings shall be calculated by dividing the total amount of remuneration for the last six calendar months by the number of hours worked during this period.

(6) If an employee has been employed for less than six months, the daily or hourly average earnings shall be calculated from the remuneration for the days or hours worked, dividing the total amount by the number of days or hours worked during this period. This provision shall be applied also if the employee has been employed less than six months after a justified absence of at least 12 months.

(7) The payable amount of average earnings shall be calculated by multiplying the daily (hourly, monthly) average earnings by the number of days (hours, months) for which the employee is to be disbursed average earnings.

(8) The amount to be disbursed for the period of annual paid leave or paid supplementary leave shall be calculated by multiplying the daily or hourly average earnings by the number of working days or hours during the leave.

[23 October 2014]

## **Section 75.1 Disbursement of Remuneration if an Employed Person is not Entitled to Reside in the Republic of Latvia**

(1) If an employer has employed a person who is not entitled to reside in the Republic of Latvia, it has the obligation to disburse to this person all the remuneration not disbursed.

(2) If an employer who as a subordinate undertaking has been transferred the full or partial fulfilment of contractual obligations has employed a person who is not entitled to reside in the Republic of Latvia, then the employer and person who has directly transferred the full or partial fulfilment of contractual obligations to the employer shall be jointly and severally liable for the disbursement of the remuneration not disbursed referred to in Paragraph one of this Section.

(3) If an employer who as a subordinate undertaking has been transferred the full or partial fulfilment of contractual obligations has employed a person who is not entitled to reside in the Republic of Latvia, then the person who is the initial performer of the contractual obligations shall be jointly and severally liable with the employer for the disbursement of the remuneration not disbursed referred to in Paragraph one of this Section, as well as any other involved subordinate undertaking if they were aware of such illegal employment.

(4) If a person who has directly transferred full or partial fulfilment of contractual obligations to the employer as a subordinate undertaking, as well as a person who is the initial performer of contractual obligations or any other involved subordinate undertaking has performed the necessary measures in order to prevent the employment of such persons who are not entitled to reside in the Republic of Latvia, they shall not be jointly and severally responsible for the disbursement of the remuneration not disbursed referred to in Paragraph one of this Section.

[16 June 2011]

## **Section 75.2 Special Liability Provisions Regarding Disbursement of Remuneration in Case of Posting an Employee**



(1) If full or partial fulfilment of contractual obligations has been transferred to an employer as a subordinate undertaking, however, the employer has not fulfilled the obligation to disburse remuneration to an employee within the time period specified in the employment contract or collective agreement, then the employee has the right to request disbursement of the remuneration not disbursed from the person who has directly transferred full or partial fulfilment of the contractual obligations to the employer. In such case the employee has the right to request disbursement of the whole remuneration not disbursed within the scope of such contractual obligations in the amount of the rate of the minimum salary which is specified in the state to which the employee has been posted.

(2) The person who has directly transferred full or partial fulfilment of the contractual obligations to the employer shall obtain the right to recovery in relation to the employer to such extent as to which it has disbursed remuneration to the employee of the employer.

(3) The provisions of this Section shall be applicable only in such case if the employee has been posted to perform construction work in relation to construction of buildings or specialised construction works.

*[12 May 2016]*

### **Section 75.<sup>3</sup> Calculation of the Hourly Salary Rate**

The hourly salary rate shall be calculated by dividing the monthly salary specified for the employee by the number of working hours in the relevant calendar month. If the aggregated working time has been specified for the employee, the hourly salary rate shall be calculated by dividing the monthly salary specified for the employee by the average number of working hours of the relevant calendar year in a month.

*[27 July 2017]*

## **Chapter 20 Reimbursement of Expenses of Employees**

### **Section 76. Expenses**

(1) An employer has the obligation to reimburse those expenses of an employee which, in conformity with the provisions of the employment contract, are necessary for the performance of work or have been incurred with the consent of the employer, especially expenses:

- 1) related to official trip or a work trip of the employee;
- 2) incurred by the employee when moving to another place of residence upon initiative of the employer;
- 3) incurred by the employee due to the wear (depreciation) of work equipment owned by the employee (which in conformity with the employment contract is being used for work).

(2) Upon a request of an employee, the employer has the obligation to pay an advance adequate for the anticipated expenses.

(3) *[21 September 2006]*

*[12 December 2002; 21 September 2006]*

### **Section 77. Losses**

(1) An employer has the obligation to compensate for the losses incurred by an employee as a result of damage or destruction of work equipment owned by the employee and for which the employee is not at fault. An employer shall also compensate for such losses caused to an employee if the employer - by his or her orders or by failure to ensure suitable working conditions - is at fault for their occurrence.

(2) An employer shall compensate for the losses referred to in Paragraph one of this Section only if use of the work equipment owned by the employee has been contracted for.

## **Chapter 21 Deductions from Remuneration and Restrictions thereof**

### **Section 78. Deductions Arising from the Right to Reclaim of the Employer**

(1) Deductions arising from the right of an employer to reclaim may be made from the remuneration to be disbursed to an employee in order to reclaim:

1) amounts overpaid due to an error of the employer if the employee has been aware of such overpayment, or under the circumstances he or she should have been aware of it, or if the overpayment is based on circumstances for which the employee is to blame;

2) an advance paid remuneration, or an advance disbursed to the employee in connection with official trip or a work trip and not used and not repaid on time, or an advance to cover other anticipated expenses;

3) paid average earnings for days of leave not earned if the employee is dismissed from work before the end of the working year for which he or she has already received leave, except for the cases where an employment contract is terminated on the basis of Section 101, Paragraph one, Clause 6, 7, 9 or 10 of this Law.

(2) In the cases provided for by Paragraph one, Clauses 1 and 2 of this Section, an employer may issue a written order to make deductions not later than within two months from the day of payment of the overpaid amount or from the day of expiry of the term specified for repayment of an advance. The employer shall without delay notify the employee of the issue of such order.

(3) If an employee contests the basis or the amount of the employer's right to reclaim provided for by Paragraph one, Clauses 1 and 2 of this Section, the employer may bring a relevant action in court within two years from the day of payment of the overpaid amount or from the day of expiry of the term specified for repayment of an advance.

#### **Section 79. Deductions to Compensate for Losses Caused to an Employer**

(1) An employer has the right to deduct from the remuneration to be disbursed to an employee the compensation for losses caused thereto due to an illegal, culpable action of the employee. The making of such deduction requires written consent from the employee.

(2) If an employee contests the basis or the amount of a claim for compensation of losses caused to the employer, the employer may bring a relevant action in court within two years from the day the losses were caused.

#### **Section 80. Restrictions on Deductions Made from Remuneration**

(1) If an employer, in accordance with Section 79, Paragraph one of this Law makes deductions from the remuneration to be disbursed to an employee with a purpose to compensate the losses caused to the employer, such deductions must not exceed 20 per cent of the monthly remuneration to be disbursed to an employee. In any case, the remuneration shall be maintained for the employee in the amount of minimum monthly salary and funds in the amount equal to State social security benefit for each dependant minor child.

(2) The amount to be deducted from remuneration in accordance with enforcement documents shall be determined in accordance with the Civil Procedure Law.

(3) It is prohibited to make deductions from severance pay, compensation for expenses of an employee and other amounts to be disbursed to an employee against whom attachment proceedings in accordance with the Civil Law may not be brought.

*[23 October 2014]*

## **Division Four Duties and Rights of Employees**

### **Chapter 22 Duties of Employees**

#### **Section 81. Course of Work**

(1) An employee, within the scope of his or her work duties, has the duty to ensure that obstacles which adversely affect or may affect the normal course of work in the undertaking are averted or reduced as far as possible, as well as to ensure that threatened or already incurred losses are averted or reduced as far as possible. Exceptions are permitted only in cases when such action is beyond the ability of the employee, or cannot be fairly expected from him or her, or also it is prohibited by the employer.

(2) An employee has the duty to notify the employer without delay of the obstacles referred to in Paragraph one of this Section, and threats of losses or losses already incurred.

#### **Section 82. Duty to Undergo a Health Examination**

(1) An employee, on the basis of a relevant order of the employer, has the duty to undergo a health examination in cases where undergoing of such examination is provided for in laws and regulations or a collective agreement, or there

is cause for suspicion that the employee has become ill with an illness which causes or may cause a threat to his or her or another person's safety or health.

(2) Expenses that are associated with the performance of health examination shall be covered by the employer.

*[22 April 2004]*

### **Section 83. Duty of Non-disclosure**

(1) An employee has the duty not to disclose any information brought to his or her knowledge, which is a commercial secret of the employer. The employer has the duty to indicate in writing what information is to be regarded as a commercial secret.

(2) An employee has the duty to ensure that the information referred to in Paragraph one of this Section relating to the performance of his or her work is not directly or indirectly available to third parties.

### **Section 84. Restriction on Competition after Termination of Employment Relationships**

(1) An agreement between an employee and an employer regarding the restriction of the occupational activities of the employee (restriction on competition) after termination of employment relationships is permitted only if the abovementioned agreement conforms to the following features:

1) its purpose is to protect the employer from such professional activity of the employee which may cause competition for the commercial activity of the employer, taking into account the protected information of the employer at the disposal of the employee;

2) the term for restriction on competition does not exceed two years from the day of termination of employment relationships;

3) it provides an obligation for the employer to pay the employee adequate monthly compensation for the compliance with the restriction on competition after termination of employment relationships with respect to the whole time period of restriction on competition.

(2) The term for restriction on competition may only apply to the field of activity in which the employee was engaged during the period of existence of employment relationships.

(3) An agreement on the restriction on competition shall not apply insofar as it, in conformity with the type, extent, place and time of restriction on competition, as well as taking into account the compensation to be disbursed to the employee, is to be regarded as unfair restriction of further occupational activity of the employee.

(4) An agreement on the restriction on competition shall be entered into in writing, indicating the type, extent, place and time of restriction on competition and the compensation to be disbursed to the employee.

(5) An agreement on the restriction on competition may apply to different types of restriction on competition, including permanent competitive economic activity of the employee, employment of the employee with another employer, not poaching of clients or employees of the former employer.

*[27 July 2017]*

### **Section 85. Unilateral Withdrawal from an Agreement to Restrict Competition**

(1) If an employer gives a notice of termination, the employer may unilaterally withdraw from an agreement on the restriction on competition only prior to giving the notice of termination or concurrently with it, but in other cases of terminating employment relationships - prior to the termination of the employment contract.

(2) *[23 October 2014]*

(3) If an employee gives notice of termination of an employment contract on the basis of the provisions of Section 100, Paragraph five of this Law, he or she has the right, within one month from the day of giving the notice of termination of the employment contract, to withdraw in writing from the agreement on the restriction on competition.

*[23 October 2014; 27 July 2017]*

## **Chapter 23 Liability of an Employee**

### **Section 86. Basis and Scope of Civil Liability of an Employee**

(1) If an employee does not perform work without a justifiable reason or performs it improperly, or due to other illegal

or culpable action has caused losses to the employer, the employee has the obligation to compensate the losses caused to the employer.

(2) The employee shall be liable only for the reduction of the present property of the employer, but not for reduction in expected profit.

(3) If losses to an employer have been caused with malicious intent of the employee or due to his or her illegal, culpable action not related to performance of the contracted work, the employee shall be liable for all losses to the employer.

(4) An employee whose work is related to an increased risk of losses shall be liable only if losses to the employer have been caused as a result of malicious intent or gross negligence.

#### **Section 87. Basis for Release of an Employee from Civil Liability**

(1) An employee shall be fully or partially released from civil liability for losses caused to an employer if the employer itself - by its orders or by failure to ensure appropriate working conditions - is also to blame for the losses. The extent of civil liability of the employee shall be determined depending on the circumstances of the case, especially taking into account the extent to which the balance of the fault has been that of the employee or of the employer.

(2) The provisions of Paragraph one of this Section shall also apply when the employer has not warned the employee of the risk of causing such losses which the employee has not foreseen and he or she did not have to foresee, as well as when the employer has not taken appropriate care to prevent or reduce losses.

(3) Depending on the circumstances of the case, a court may reduce the extent of civil liability of an employee in conformity with his or her financial status.

#### **Section 88. Civil Liability of Several Employees**

(1) If losses to an employer have resulted from illegal, culpable action of several employees, the liability of each employee shall be determined in conformity with his or her participation in causing the losses and with the degree of his or her fault.

(2) Employees who in an employment contract have undertaken the performance of work as joint debtors shall be jointly and severally liable for losses caused to the employer.

#### **Section 89. Procedures for Compensation of Losses**

An employee may, wholly or in part, voluntarily compensate for losses caused to an employer. With the consent of the employer the employee, in order to compensate for losses, may transfer an item of equivalent value or repair the damage.

#### **Section 90. Reproof and Reprimand**

(1) An employer may give a written reproof or issue a reprimand in writing to an employee for violation of specified working procedures or an employment contract, referring to the circumstances that indicate the violation committed.

(2) Prior to expressing a reproof or a reprimand, the employer shall familiarise the employee in writing with the essence of the violation he or she has committed and then request from him or her an explanation in writing regarding the violation committed.

(3) A reproof or a reprimand may be issued not later than within one month from the day of detecting the violation, excluding the period of temporary incapacity of the employee as well as the period when the employee is on leave or does not perform work due to other justifiable reasons, but not later than within 12 months from the day the violation was committed. Only one reproof or reprimand may be issued for each violation. The employer has the obligation to issue a written order to an employee by which the employee is issued a reproof or a reprimand.

(4) Within one month from the day of the issue of the reproof or reprimand, an employee has the right to request that such reproof or reprimand be revoked in accordance with the procedures laid down in Section 94 of this Law. If, upon examining a complaint regarding the revocation of a reproof or reprimand, the employer takes the decision not to revoke the reproof or reprimand, the employee has the right to bring an action in court within one month from the day when the relevant decision of the employer has been received. If the employer has not examined the complaint within the time period laid down in Section 94, Paragraph two of this Law and has not provided the employee with the answer regarding the decision taken, it shall be deemed that the employer has revoked the reproof or reprimand.

(5) If a new reproof or reprimand has not been issued to the employee within a one-year period from the day of issuing a reproof or reprimand to the employee, the employee shall be regarded as not having been disciplined.

*[16 June 2011; 23 October 2014; 1 November 2018]*

## Chapter 24 Rights of Employees

### Section 91. Supplementary Work

An employee has the right to enter into an employment contract with several employers or be otherwise employed, unless otherwise provided for by the employment contract or the collective agreement.

*[27 July 2017]*

### Section 92. Restrictions on the Performance of Supplementary Work

(1) The right of an employee to perform supplementary work may be restricted by the employer insofar as this is justified by substantiated and protected interests of the employer, especially if such supplementary work negatively affects or may affect proper performance of employee's obligations.

(2) In case of a dispute, the employer has an obligation to prove that the restriction on the performance of supplementary work is justifiable by justified and protected interests of the employer.

*[27 July 2017]*

### Section 93. Information regarding an Employee

(1) An employer may utilise the information regarding the state of health and occupational preparedness of an employee, obtained from an employee in accordance with Sections 33, 35, and 36 of this Law, only if the taking of organisational, technological or social measures in the undertaking is required.

(2) An employer shall be responsible for ensuring that the information referred to in Paragraph one of this Section is available in the undertaking only to persons who, as part of the tasks given to them by the employer, use such information for the respective organisational, technological or social measures.

### Section 94. Protection of Rights and Interests of Employees in an Undertaking

(1) An employee has the right, for the purpose of protecting his or her infringed rights or interests, to submit a complaint to the person authorised accordingly by the undertaking. Representatives of employees also have the right to submit a complaint in order to protect the rights and interests of an employee.

(2) A complaint shall be examined and an answer regarding the decision taken shall be provided without delay, but not later than within seven days from receipt of the complaint. The employee and the representative of employees have the right to participate in the examination of the complaint, provide explanations and express their views.

(3) No adverse consequences shall be permitted to occur to an employee in connection with the submission and examination of a complaint in accordance with the provisions of this Section.

### Section 95. Violation of the Prohibition of Differential Treatment in Determining Working Conditions, Occupational Training or Further Education or Promotions

(1) If an employer in determining working conditions, occupational training or further education has violated the prohibition of differential treatment, the respective employee has the right to request the termination of such differential treatment.

(2) If an employer in determining working conditions, occupational training or further education or promotion of an employee has violated the prohibition of differential treatment, the respective employee has the right to bring an action in a court within a three-month period from the day he or she has learned or he or she should have learnt of the violation of the prohibition of differential treatment.

*[21 September 2006; 4 March 2010]*

### Section 96. Occupational Training or Further Education

(1) The workplace of an employee, who has been sent for occupational training or further education thus interrupting work, shall be retained. The employer shall cover the expenses associated with occupational training or further education.

(2) If occupational training or measures for further education are regarded as such which, according to the circumstances, are related to the work performed by the employee, yet such occupational training or further education (for the purpose of enhancing the employee's competitiveness) does not have a decisive importance for the performance of the contracted work, the employer and the employee may enter into a separate agreement on the employee's occupational training or further education and reimbursing of the related expenses (hereinafter - the agreement on training).

(3) If an employee gives a notice of termination of an employment contract prior to the expiry day of the agreement, except for the case referred to in Section 100, Paragraph five of this Law, an employer has the right to claim that the employee reimburse expenses to the employer for the employee's occupational training or further education that has taken place under the agreement referred to in Paragraph two of this Section. The employer has such right also upon giving the notice of termination of an employment contract in the cases specified in Section 101, Paragraph one, Clauses 1, 2, 3, 4, and 5 of this Law, as well as in the case specified in Section 101, Paragraph five of this Law.

(4) The agreement between an employer and an employee on training shall be admissible only if the abovementioned agreement corresponds to the following characteristics:

1) an employee agrees to participate in such occupational training or further education;

2) the term of agreement does not exceed two years starting from the issue date of an education document certifying the occupational training or further education;

3) the term of agreement is proportional to the amount of expenses for occupational training or further education;

4) the amount to be reimbursed by the employee under this agreement shall not exceed 70 per cent of the total amount of expenses for occupational training or further education;

5) the amount to be reimbursed in case of notice of termination of an employment contract by an employee prior to the expiry of the agreement shall be reduced in proportion to the number of days worked by the employee after the commencement of the agreement terms.

(5) The agreement on training shall be entered into in writing, indicating:

1) the term of agreement;

2) maximum expense amount to be incurred by the employer in relation to occupational training or further education;

3) detailed description of occupational training or further education (nature, place, time etc.);

4) the procedures for eliminating the employer's expenses related to occupational training or further education, complying with Paragraph four, Clause 5 of this Section.

(6) The agreement on training shall not be valid if concluded with a minor, a person with a limited capacity to act due to his or her mental health or other health disorders, as well as when the agreement has been concluded during a probationary period or in respect of occupational training or further education of an employee which, in accordance with laws and regulations, should be ensured by the employer.

(7) If total expenses for occupational training or further education during one year do not exceed the minimum salary specified by the State, the employer has no right to claim the reimbursement of such expenses, except for the case referred to in Paragraph eight of this Section. If total expenses for occupational training or further education during one year exceed the minimum salary specified by the State, the employer has the right to claim that the employee reimburse to the employer the part of the expenses in excess of the minimum salary specified by the State.

(8) If an employee, except for the case referred to in Section 100, Paragraph five of this Law, gives a notice of termination of an employment contract during the time period when, under the agreement concluded between the employer and the employee, occupational training or further education is in progress, or the employee terminates the occupational training or further education due to his or her illegal action, the employer has the right to claim that the employee reimburse all actual expenses for occupational training or further education other than those which the employer is able to recover from service provider of the occupational training or further education. The employer has such right also upon giving the notice of termination of an employment contract in the cases specified in Section 101, Paragraph one, Clauses 1, 2, 3, 4, and 5 of this Law, as well as in the case specified in Section 101, Paragraph five of this Law.

(9) Refusal by an employee from occupational training or further education referred to in Paragraph two of this Section may not per se serve as a basis for a notice of termination of an employment contract or restriction of the rights of an employee in any other way.

*[23 October 2014; 27 July 2017]*

### **Section 96.<sup>1</sup> Special Rights of an Employee Posted by a Work Placement Service Provider**

(1) A recipient of work placement service shall inform an employee posted by a work placement service provider regarding free positions in an undertaking.

(2) An employee posted by a work placement service provider has the right to use the facilities, common premises or other opportunities of the undertaking of the recipient of the work placement services, as well as transport services

with the same conditions as the employees with which the recipient of work placement service has established employment relationships directly, except where differential treatment may be justified with objective reasons.

(3) An agreement which prohibits or restricts the rights of an employee posted by a work placement service provider to establish employment relationships directly with the recipient of the work placement service shall not be in force.

*[16 June 2011; 23 October 2014]*

## **Chapter 25 Amendments to an Employment Contract**

### **Section 97. Amendments to an Employment Contract by Agreement between an Employee and an Employer**

An employee and an employer may amend an employment contract by mutual agreement. In such case, the provisions of Section 40 of this Law shall be applied accordingly.

### **Section 98. Notice of Termination of an Employment Contract in connection with Proposed Amendments therein**

(1) In accordance with the provisions of Section 101, Paragraph one of this Law, the employer has the right, not later than one month in advance, to give written notice of termination of an employment contract on condition that employment relationships will be terminated if the employee does not agree to continue such relationships in conformity with amendments to the employment contract proposed by the employer.

(2) If, when continuing employment relationships in accordance with amendments to an employment contract proposed by an employer, remuneration of an employee decreases, the employer has the obligation to disburse to the employee the previously determined remuneration, but, in case a piecework salary has been specified for an employee - average earnings for one month after the day of amending the employment contract.

(3) The provisions of Paragraph two of this Section shall not apply if a notice of termination of an employment contract has been given in connection with violations of the employment contract or working procedure regulations committed by an employee.

(4) If an employee considers that a notice of termination of an employment contract in compliance with Paragraph one of this Section has no legal basis, he or she has the right to bring an action in court regarding the invalidation of such notice. In such case, the relevant provisions of Sections 122 and 123 of this Law shall apply.

*[13 October 2005; 4 March 2010]*

### **Section 99. Obligation of an Employer to Amend Provisions of an Employment Contract**

(1) In order to prevent any risk, which may negatively affect the safety and health of a pregnant woman, an employer, after receipt of a doctor's opinion, has the obligation to ensure such working conditions and working time for the pregnant woman as would prevent her exposure to the abovementioned risk. If it is not possible to ensure such working conditions or working time, the employer has the obligation to temporarily transfer the pregnant woman to a different, more appropriate job. The amount of remuneration after making amendments to the employment contract may not be less than the previous average earnings of the woman.

(2) If such transfer to another job is not possible, the employer has the obligation to grant the pregnant woman with a temporary leave. During the period of such granted leave the previous average earnings of the pregnant woman shall be maintained.

(3) The provisions of this Section shall also apply to a woman during the period following childbirth up to one year, but if a woman is breastfeeding, during the whole period of breastfeeding.

## **Division Five Termination of Employment Relationships**

### **Chapter 26 Notice of Termination**

#### **Section 100. Notice of Termination by an Employee**

(1) An employee has the right to give a written notice of termination of an employment contract one month in

advance, unless a shorter time period for giving the notice of termination is provided by the employment contract or the collective agreement. Upon the request of the employee, a period of temporary incapacity shall not be included in the time period of a notice of termination.

(2) An employee who is employed in paid temporary work or other work in relation to his or her participation in active employment measures has the right to give notice of termination of an employment contract in writing one day in advance.

(3) The right of an employee to recall a notice of termination shall be determined by the employer, unless such right has been specified by the collective agreement or the employment contract.

(4) By agreement of an employee and the employer, an employment contract may be terminated also before expiry of the time period for a notice of termination.

(5) An employee has the right to give written notice of the termination of an employment contract without complying with the time period for a notice of termination specified in this Section if he or she has an important reason. Each condition based on considerations of morals and fairness that does not allow the continuation of employment relationships shall be regarded as such reason.

*[22 April 2004; 21 September 2006]*

### **Section 101. Notice of Termination by an Employer**

(1) An employer has the right to give a written notice of termination of an employment contract only on the basis of circumstances related to the conduct of the employee, his or her abilities, or of economic, organisational, technological measures or measures of a similar nature in the undertaking in the following cases:

1) the employee has significantly violated the employment contract or the specified working procedures without a justifiable reason;

2) the employee, when performing work, has acted illegally and therefore has lost the trust of the employer;

3) the employee, when performing work, has acted contrary to moral principles and such action is incompatible with the continuation of employment relationships;

4) the employee, when performing work, is under the influence of alcohol, narcotic or toxic substances;

5) the employee has grossly violated labour protection regulations and has jeopardised the safety and health of other persons;

6) the employee lacks adequate occupational competence for performance of the contracted work;

7) the employee is unable to perform the contracted work due to his or her state of health and such state is certified with a doctor's opinion;

8) an employee who previously performed the respective work has been reinstated at work;

9) the number of employees is being reduced;

10) the employer - legal person or partnership - is being liquidated;

11) the employee does not perform work due to temporary incapacity for more than six months, if the incapacity is uninterrupted, or for one year within a three-year period, if the incapacity recurs with interruptions, excluding a prenatal and maternity leave in such period, as well as a period of incapacity, if the reason of incapacity is an accident at work, the cause whereof being related to the exposure to the environment factors or an occupational disease.

(2) If an employer intends to give a notice of termination of an employment contract on the basis of the provisions of Paragraph one, Clause 1, 2, 3, 4 or 5 of this Section, the employer has the obligation to request from the employee a written explanation. When deciding on the possible notice of termination of the employment contract, the employer has the obligation to evaluate the seriousness of the violation committed, the circumstances in which it has been committed, as well as the personal characteristics of the employee and his or her previous position.

(3) An employer may give a notice of termination of an employment contract on the basis of the provisions of Paragraph one, Clause 1, 2, 3, 4 or 5 of this Section not later than within one month from the day of detecting the violation, excluding the period of temporary incapacity of the employee or the period when he or she has been on leave or has not performed work due to other justifiable reasons, but not later than within 12 months from the day the violation was committed.

(4) It is permitted to give a notice of termination of an employment contract due to the reasons referred to in Paragraph one, Clause 6, 7, 8 or 9 of this Section if the employer can not employ the employee with his or her consent in other work in the same or another undertaking.



(5) On an exceptional basis, an employer has the right, within one month, to bring an action for termination of employment relationships in court in cases not referred to in Paragraph one of this Section if he or she has an important reason. Any condition which does not allow the continuation of employment relationships on the basis of considerations of morals and fairness shall be regarded as such reason. The issue whether there is an important reason shall be settled by court at its discretion.

(6) Prior to giving a notice of termination of an employment contract, an employer has the obligation to ascertain whether the employee is a member of an employee trade union.

*[22 April 2004; 4 March 2010; 23 October 2014]*

#### **Section 102. Basis for a Notice of Termination by an Employer**

When giving a notice of termination of an employment contract, an employer has the obligation to notify the employee in writing of the circumstances that are the basis for the notice of termination of the employment contract.

#### **Section 103. Time Period for a Notice of Termination by an Employer**

(1) Unless the collective agreement or the employment contract specifies a longer time period for a notice of termination, an employer, when giving a notice of termination of an employment contract, shall comply with the following time periods:

1) without delay - if the notice of termination of the employment contract is given in the cases specified in Section 101, Paragraph one, Clause 2, 4 or 7 of this Law;

2) 10 days - if the notice of termination of the employment contract is given in the cases specified in Section 101, Paragraph one, Clause 1, 3, 5 or 11 of this Law;

3) one month - if the notice of termination of the employment contract is given in the cases specified in Section 101, Paragraph one, Clause 6, 8, 9 or 10 of this Law.

(2) Upon a request of an employee, the period of temporary incapacity shall not be included in the time period of a notice of termination, except for the case referred to in Section 101, Paragraph one, Clause 11 of this Law.

(3) The right to revoke a notice of termination by the employer shall be determined by the employee unless the collective agreement or the employment contract has specified such right.

(4) By agreement of the employee and the employer, an employment contract may also be terminated before the expiry of the time period for a notice of termination.

*[21 September 2006; 4 March 2010; 27 July 2017]*

#### **Section 104. Reduction in the Number of Employees**

(1) A reduction in the number of employees is a notice of termination of an employment contract for reasons not related to the conduct of an employee or his or her abilities, but is adequately substantiated on the basis of the performance of urgent economic, organisational, technological or similar measures in the undertaking.

(2) [16 June 2011]

*[21 September 2006; 16 June 2011]*

#### **Section 105. Collective Redundancy**

(1) Collective redundancy is a reduction in the number of employees where the number of employees to be made redundant within 30 days is:

1) at least five employees if the employer normally employs more than 20 but less than 50 employees in the undertaking;

2) at least 10 employees if the employer normally employs more than 50 but less than 100 employees in the undertaking;

3) at least 10 per cent of the number of employees if the employer normally employs at least 100 but less than 300 employees in the undertaking;

4) at least 30 employees if the employer normally employs 300 and more employees in the undertaking.

(2) In calculating the number of employees to be made redundant, such employment relationship termination cases shall also be taken into account when the employer has not given notice of termination of the employment contract, but the employment relationships have been terminated on other grounds, which are not related with the conduct or

abilities of the employee and which have been facilitated by the employer.

(3) The provisions of this Law regarding collective redundancy shall not apply to:

1) [27 July 2017];

2) employees employed in State administration institutions.

[22 April 2004; 27 July 2017]

#### **Section 106. Information and Consultations, when Carrying out Collective Redundancy**

(1) An employer who intends to carry out collective redundancy shall in good time commence consultations with the representatives of employees in order to agree on the number of employees subject to the collective redundancy, the process of the collective redundancy and the social guarantees for the employees to be made redundant. During consultations the employer and the representatives of employees shall examine all the possibilities of avoiding the collective redundancy of the employees employed in the undertaking or of reducing the number of employees to be made redundant and how to alleviate the effects of such redundancy by taking social measures that create the possibility to further employ or retrain the employees made redundant.

(2) In order to ensure that the representatives of employees have an opportunity to submit proposals, the employer shall in good time inform the representatives of employees regarding the collective redundancy and notify in writing regarding the reasons of the collective redundancy, the number of employees to be made redundant including the occupation and qualifications of such employees, the number of employees normally employed by the undertaking, the time period within which it is intended to carry out the collective redundancy and the procedures for calculation of severance pay if they differ from the procedures specified in Section 112 of this Law.

(3) The obligations set out in Paragraphs one and two of this Section shall be performed irrespective of whether a decision on collective redundancy is taken by an employer or a dominant undertaking of the employer as a dependent company. An objection that the failure to fulfil the obligation of information, consultation and notification is related to the fact that the dominant undertaking has not provided the necessary information is not permitted.

(4) An employer who intends to carry out collective redundancy shall, not later than 30 days in advance, notify in writing thereof the State Employment Agency and the local government in the administrative territory of which the undertaking is located. The notification shall include the given name, surname (name) of the employer, location and type of activity of the undertaking, reasons for the intended collective redundancy, number of employees to be made redundant including the occupation and qualifications of each employee, number of employees normally employed by the undertaking and the time period within which it is intended to carry out the collective redundancy, as well as provide information regarding the consultations with the representatives of employees referred to in this Section. The employer shall send the true copy of the notification to the representatives of employees. The State Employment Agency and the local government may also request other information from the employer pertaining to the intended collective redundancy.

[22 April 2004; 4 March 2010; 23 October 2014]

#### **Section 107. Commencing Collective Redundancy**

(1) An employer may commence collective redundancy not earlier than 30 days after the submission of a notification to the State Employment Agency, unless the employer and the representatives of employees have agreed on a later date for commencing the collective redundancy.

(2) In exceptional cases the State Employment Agency may extend the time limit referred to in Paragraph one of this Section to 60 days. The State Employment Agency shall notify in writing the employer and the representatives of employees regarding extension of the time period and the reasons for it two weeks before expiry of the time period referred to in Paragraph one of this Section.

[22 April 2004; 4 March 2010; 23 October 2014]

#### **Section 108. Preferences for Continuing Employment Relationships in Case of Reduction in the Number of Employees**

(1) In the case of a reduction in the number of employees, preference to continue employment relationships shall be for those employees who have higher performance results and higher qualifications.

(2) If performance results and qualifications do not substantially differ, preference to remain in employment shall be for those employees:

1) who have worked for the relevant employer for a longer time;

2) who, while working for the relevant employer, have suffered an accident or have fallen ill with an occupational disease;

- 3) who are raising a child in the age of up to 14 years or a child with a disability in the age of up to 18 years;
- 4) who have two or more dependants;
- 5) whose family members do not have a regular income;
- 6) who are persons with a disability or are suffering from radiation sickness;
- 7) who have participated in the rectification of the consequences of the accident at the Chernobyl Atomic Power Plant;
- 8) for whom less than five years remain until reaching the age of retirement;
- 9) who, without discontinuing work, are acquiring an occupation (profession, trade) in an educational institution;
- 10) who have been granted the status of politically repressed person.

(3) None of the preferences referred to in Paragraph two of this Section shall have priority in comparison with the others.

*[4 March 2010; 27 July 2017]*

### **Section 109. Prohibitions and Restrictions on a Notice of Termination by an Employer**

(1) An employer is prohibited from giving a notice of termination of an employment contract to a pregnant woman, as well as to a woman during the period following childbirth up to one year, but if a woman is breastfeeding - during the whole period of breastfeeding, but no longer than until two years of age of the child, except for the cases laid down in Section 101, Paragraph one, Clauses 1, 2, 3, 4, 5, and 10 of this Law.

(2) An employer is prohibited from giving a notice of termination of an employment contract to an employee if he or she has been declared to be a person with a disability, except for the cases laid down in Section 47, Paragraph one and Section 101, Paragraph one, Clauses 1, 2, 3, 4, 5, 6, 7, and 10 of this Law.

(3) An employer does not have the right to give a notice of termination of an employment contract during a period of temporary incapacity of an employee, except for the case laid down in Section 101, Paragraph one, Clause 11 of this Law, as well as during a period when an employee is on leave or is not performing the work due to other justifiable reasons. The abovementioned restrictions shall not apply to the case laid down in Section 101, Paragraph one, Clause 10 of this Law.

(4) An employer is prohibited from giving a notice of termination of an employment contract in the case laid down in Section 101, Paragraph one, Clause 11 of this Law until recovery of ability to work or determination of disability, if the reason of incapacity is an accident at work or occupational disease.

*[22 April 2004; 4 March 2010; 23 October 2014; 27 July 2017]*

### **Section 110. Notice of Termination of an Employment Contract to a Member of an Employee Trade Union**

(1) An employer is prohibited from giving a notice of termination of an employment contract to an employee - member of a trade union - without prior consent of the relevant trade union if the employee has been a member of the trade union for more than six months, except for the cases laid down in Section 47, Paragraph one and Section 101, Paragraph one, Clauses 4, 8, and 10 of this Law. If it is intended to give a notice of termination of an employment contract in the case referred to in Section 101, Paragraph one, Clauses 7 and 11 of this Law, the employer shall inform the trade union in advance and shall consult it.

(2) The employee trade union has the obligation to inform the employer of its decision in good time, but not later than within seven working days from the receipt of a request from the employer. If the employee trade union does not inform the employer of its decision within seven working days, it shall be deemed that the employee trade union consents to the notice of termination by the employer.

(3) An employer may give a notice of termination of an employment contract not later than within one month from the day of receipt of the consent of the employee trade union.

(4) If the employee trade union does not agree with the notice of termination of an employment contract, the employer may, within one month from the day of receipt of the reply, bring an action in court for termination of the employment contract.

*[21 September 2006; 1 November 2018]*

### **Section 111. Time for Seeking New Job**

If a notice of termination of an employment contract has been given on the basis of Section 101, Paragraph one, Clause 6, 7, 8, 9 or 10 of this Law, the employer, at the written request of the employee, has the obligation to grant sufficient time to the employee, within the scope of the contracted working time, for seeking other job. The collective agreement or the employment contract shall specify the length of such time and the earnings to be maintained for the employee during this time period.

### **Section 112. Severance Pay**

(1) If a collective agreement or the employment contract does not specify a larger severance pay, when giving a notice of termination of an employment contract in the cases laid down in Section 101, Paragraph one, Clause 6, 7, 8, 9, 10 or 11 of this Law, an employer has the obligation to disburse a severance pay to an employee in the following amounts:

- 1) one month average earnings if the employee has been employed by the relevant employer for less than five years;
- 2) two months average earnings if the employee has been employed by the relevant employer for five to 10 years;
- 3) three months average earnings if the employee has been employed by the relevant employer for 10 to 20 years;
- 4) four months average earnings if the employee has been employed by the relevant employer for more than 20 years.

(2) If the employee gives a notice of termination of an employment contract in conformity with the provisions of Section 100, Paragraph five of this Law and the employer agrees that the reason provided by the employee is important, the employer has the obligation to disburse a severance pay to an employee in the amount specified in Paragraph one of this Section.

*[4 March 2010; 1 November 2018]*

### **Section 112.<sup>1</sup> Communication of the Notice of Termination**

(1) A notice of termination to the other party may be handed out in person or delivered with an intermediation of a messenger, including a sworn bailiff, or by using a postal operator's service. A notice of termination may be sent to the other party also by electronic mail using a secure electronic signature, if it is provided for in the employment contract or collective agreement.

(2) If a notice of termination is sent to the address indicated in the employment contract of the other party as a registered postal item, the notice of termination shall be deemed received on the seventh day after its handing over to the post office. A notice of termination shall be deemed received on the seventh day after its handing over to the post office also when the other party actually has received the notice of termination earlier. The recipient may contest the presumption that the notice of termination has been received on the seventh day after its handing over to the post office by pointing out to objective reasons which have been an obstacle for receipt of the notice of termination at the indicated address regardless of the will of the addressee. In case of a dispute, the party sending the notice of termination as a registered postal item has the obligation to prove that the notice of termination has been sent.

(3) If a notice of termination has been sent via electronic mail to the electronic mail address of the other party indicated in the employment contract by using a secure electronic signature, the notice of termination shall be deemed received on the second working day after sending thereof. The recipient may contest the presumption that the notice of termination has been received on next working day after its sending by electronic mail by pointing out to objective reasons which have been an obstacle for receipt of the notice of termination at the indicated address regardless of the will of the addressee. In case of a dispute, the party sending the notice of termination by electronic mail has the obligation to prove that the notice of termination has been sent.

*[23 October 2014]*

## **Chapter 27 Other Grounds for Termination of Employment Relationships**

### **Section 113. Termination of an Employment Contract Entered into for a Specified Period**

(1) Employment relationships pursuant to a contract entered into for a specified period shall terminate on the day when the term for the employment contract expires.

(2) If an employment contract entered into for a specified period does not include a final date, the employer has the obligation to notify the employee in writing of the expected termination of employment relationships not later than two weeks in advance.

#### **Section 114. Agreement between Employee and Employer**

An employee and an employer may terminate employment relationships by mutual agreement. Such contract shall be entered into in writing.

#### **Section 115. Requests by a Third Party, Court Ruling and Non-conformity with the Requirements of the Law**

(1) Parents (guardians) or the State Labour Inspectorate may request in writing the termination of employment relationships with a person who is under 18 years of age if such person performs work which jeopardises his or her safety, health or morals or negatively affects his or her development or education.

(2) An employer, upon receipt of a request referred to in Paragraph one of this Section, has the obligation to terminate the employment relationships with the employee not later than within five days and disburse to him or her compensation - in the amount of not less than average earnings of one month.

(3) Employment relationships shall be terminated on the day when a court judgment with which an employee has been sentenced to deprivation of liberty or custody, which is specified for 30 days or longer has come into legal effect, except for the case where the employee has convicted on probation.

(4) When a court substitutes an imposed fine with custody or deprivation of liberty (if the custody is specified for 30 days or longer), employment relationships shall be terminated on the day of the taking of the court decision.

(5) An employer shall, without delay, terminate employment relationships with an employee, if employment of the employee in accordance with the law is prohibited and it is not possible to employ the employee with his or her consent in other work in the same or another undertaking.

*[22 April 2004; 23 October 2014]*

#### **Section 116. Death of an Employer**

The death of an employer shall constitute a basis for the termination of employment relationships if the fulfilment of employee's obligations is closely related only and exclusively to the employer personally.

## **Chapter 28 Transfer of an Undertaking to Another Person**

#### **Section 117. Concept of Transfer of an Undertaking**

(1) The transfer of an undertaking within the meaning of this Law shall mean the transfer of an undertaking or its unaffiliated, identifiable part (economic unit) to another person on the basis of an agreement, administrative or normative act, judgement of a court or another basis arisen between the parties outside contractual obligations thereof, as well as a merger, division or reorganisation of commercial companies.

(2) The administrative reorganisation of State administration institutions or of local governments, as well as transfer of administrative functions of one institution to another institution shall not be regarded as transfer of an undertaking and may not of itself form the basis for a notice of termination of an employment contract.

(3) The provisions of this Chapter shall be applied to such transfer of ownership of a seagoing ship which is a part of an undertaking or its permanent, identifiable part (economic unit), but not for the transfer of ownership of one or several seagoing ships individually, complying with the provision that the acquirer of ownership is located or the undertaking or its permanent, identifiable part (economic unit) the ownership of which is being transferred remains in the territory of the European Union.

*[4 March 2010; 27 July 2017]*

#### **Section 118. Devolution of Rights and Obligations**

(1) Rights and obligations of the transferor of an undertaking that arise from employment relationships applicable at the moment of transfer of the undertaking shall devolve to the acquirer of the undertaking.

(2) The transferor of an undertaking within the meaning of this Law shall be any natural or legal person who as a result of the transfer of an undertaking loses the status of employer. The acquirer of an undertaking within the meaning of this Law shall be any natural or legal person who as a result of the transfer of an undertaking acquires the status of employer.

(3) The transferor of an undertaking has the obligation to inform the acquirer of the undertaking of all the rights and obligations devolving on the acquirer of the undertaking insofar as such rights and obligations are known or should have been known to the transferor of the undertaking at the moment of the transfer of the undertaking. Non-compliance with

this obligation shall not affect the devolution of rights and obligations, as well as claims of employees against the acquirer of the undertaking in connection with such rights and obligations.

(4) After transfer of an undertaking the acquirer of the undertaking shall continue to comply with the provisions of the collective agreement entered into previously and applicable at the moment of the transfer of the undertaking up to the moment of termination of such collective agreement, or until the moment a new collective agreement enters into effect, or until the moment of application of the provisions of another collective agreement. Within a one-year period from the transfer of the undertaking, the provisions of the collective agreement shall not be amended to the detriment of employees.

(5) Transfer of an undertaking may not form of itself the basis for a notice of termination of an employment contract. Such provision shall not restrict the right of an employer to give a notice of termination of an employment contract if such notice of termination is based on the performance of economic, organisational, technological or similar measures in the undertaking.

### **Section 119. Insolvency of a Transferor of an Undertaking**

(1) The provisions of Section 118, Paragraphs one, three and four of this Law shall not apply to the transfer of an undertaking within the scope of bankruptcy proceedings.

(2) Abuse of insolvency proceedings of a transferor of an undertaking for the purpose of restricting or depriving the rights of employees provided for by this Chapter is not permitted.

### **Section 120. Information and Consultations**

(1) Both the transferor of an undertaking and the acquirer of an undertaking have the obligation to inform the representatives of their employees, but if such do not exist, their employees of the date of transfer of the undertaking or the expected date of transfer, the reasons for the transfer of the undertaking, the legal, economic and social consequences of the transfer, as well as of the measures that will be implemented with respect to employees.

(2) The transferor of an undertaking shall fulfil the obligation specified in Paragraph one of this Section not later than one month before the transfer of the undertaking, while the acquirer of an undertaking, not later than one month before the transfer of the undertaking starts to directly affect the working conditions and employment provisions of his or her employees.

(3) The transferor of an undertaking or the acquirer of an undertaking, who in connection with the transfer of the undertaking intends to take organisational, technological or social measures in the undertaking with respect to employees, has the obligation to commence consultations with the representatives of his or her employees not later than three weeks in advance in order to reach an agreement on such measures and their procedures.

(4) The provisions of this Section shall apply irrespective of whether the decision on transfer of an undertaking is taken by the employer or a dominant undertaking of the employer as a dependent company. An objection that the failure to fulfil the obligation of information and consultations is related to the fact that the dominant undertaking has not provided the necessary information is not permitted.

### **Section 121. Representation of Employees in Case of Transfer of an Undertaking**

If an undertaking or a part of it retains its independence after transfer of the undertaking, the status and functions of the representatives of employees affected by such transfer shall be retained with the same provisions that were applicable up to the moment of transfer of the undertaking. Such provisions shall not apply if the preconditions required for the re-election of the representatives of employees or for the reestablishment of representation of employees have been satisfied.

## **Chapter 29**

### **Protection of Employees when Terminating Employment Relationships**

#### **Section 122. Time Period for Bringing an Action**

(1) An employee may bring an action in court for the invalidation of a notice of termination by an employer within one month from the day of receipt of the notice of termination. In other cases when the right of an employee to continue employment relationships has been violated he or she may bring an action in court for reinstatement within one month from the day of dismissal.

(2) An employee, when giving a notice of termination of an employment contract in conformity with the provisions of Section 100, Paragraph five of this Law, may bring an action in court regarding the recovery of a severance pay within one month from the day of dismissal if the employer contests the important reason provided by an employee and has not disbursed to him or her the severance pay in the amount specified in Section 112 of this Law.

[1 November 2018]

### **Section 123. Renewal of a Missed Time Period for Bringing an Action**

(1) If an employer as a result of justifiable reason has missed the time period for bringing an action specified in Section 122 of this Law, a court may renew such time period on the basis of an application by the employee.

(2) An application regarding renewal of a missed time period for bringing an action shall state the causes as a result of which the time period was missed, and the application shall be accompanied by appropriate evidence. Concurrently with the submission of such application, an employee has the obligation to bring before a court also the action specified in Section 122 of this Law.

(3) An application for the renewal of a missed time period for an action shall be submitted not later than within two weeks from the day when the basis for the missed time period for an action has ended. Such application may not be submitted if more than one year has elapsed from the expiry of the missed time period for an action.

[4 March 2010]

### **Section 124. Invalidation of a Notice of Termination by an Employer and Reinstatement of an Employee**

(1) If a notice of termination by an employer has no legal basis or the procedures prescribed for termination of an employment contract have been violated, such notice in accordance with a court judgment shall be declared invalid.

(2) An employee, who has been dismissed from work on the basis of a notice of termination by an employer which has been declared invalid or also otherwise violating the rights of the employee to continue employment relationships, shall in accordance with a court judgment be reinstated in his or her previous position.

### **Section 125. Burden of Proof**

The employer has the obligation to prove that a notice of termination of an employment contract has a legal basis and complies with the specified procedure for the termination of an employment contract. In other cases when an employee has brought an action before a court for the reinstatement in work, the employer has the obligation to prove that, when dismissing the employee, it has not violated the right of the employee to continue employment relationships.

### **Section 126. Compensation for Forced Absence from Work or for Performance of Work of Lower Pay**

(1) An employee who has been dismissed illegally and reinstated in his or her previous position shall, in accordance with a court judgment, be disbursed average earnings for the whole period of forced absence from work. Compensation for the whole period of forced absence from work shall also be disbursed in cases where a court, although there exists a basis for the reinstatement of an employee in his or her previous position, upon the request of the employee terminates employment relationships by a court judgment.

(2) An employee who has been transferred illegally to other lower paid work and afterwards reinstated in his or her previous position shall, in accordance with a court judgment, be disbursed the difference in average earnings for the period when he or she performed work at lower pay.

### **Section 127. Enforcement of a Court Judgment regarding Reinstatement of an Employee**

(1) Upon the request of an employee, a court may determine that a court judgment, which provides for the reinstatement of an employee in work and for recovery of average earnings for the whole period of forced absence from work, shall be enforced without delay.

(2) If an employer has delayed the enforcement of a judgment referred to in Paragraph one of this Section, the employee shall be disbursed average earnings for the whole period of delay from the day of proclamation of the judgment until the day of its enforcement.

## **Chapter 30 Obligations of an Employer when Dismissing an Employee**

### **Section 128. Disbursement of Sums Due to an Employee**

(1) When dismissing an employee, all sums due to the employee from the employer shall be disbursed on the day of dismissal. If an employee has not performed work on the day of dismissal, all sums due to him or her shall be disbursed no later than on the next day after the employee has requested a statement of account. If the notice of termination of an employment contract is given in the cases laid down in Section 100, Paragraph five, Section 101, Paragraph one, Clauses 2 or 4 of this Law, the sums due to the employee shall be disbursed no later than on the next day after the day of dismissal, if it is impossible to disburse these sums on the day of dismissal.

(2) If, when dismissing an employee, a dispute has arisen regarding the amount due to the employee, the employer has the obligation to disburse the sum that is not disputed by the parties within the period specified in Paragraph one of this Section.

(3) If employment relationships have terminated and remuneration has not been disbursed in good time due to the fault of the employer, the employer has the obligation to compensate for losses caused to the employee.

*[23 October 2014]*

#### **Section 129. Statement of Work**

(1) Upon a written request of an employee or upon a request of a State or local government authority for the performance of its legal functions, an employer has the obligation, within three working days, to provide a written statement of the length of employment relationships of the employer and the employee, work performed by the employee, daily and monthly average earnings, taxes deducted, mandatory State social insurance contributions made and the basis for termination of employment relationships.

(2) The statement shall provide the information requested which the employer can substantiate with documents in administrative records or in archives.

*[4 March 2010]*

## **Part D. Working Time and Rest Time**

### **Division Six Working Time**

#### **Chapter 31 General Provisions of Working Time**

##### **Section 130. Concept of Working Time**

(1) Working time within the meaning of this Law shall mean a period from the beginning until the end of work within the scope of which an employee performs work or is at the disposal of the employer, with the exception of work breaks.

(2) The beginning and end of working time shall be specified by working procedure regulations, shift schedules, or by an employment contract.

##### **Section 131. Regular Working Time**

(1) Regular daily working time of an employee may not exceed eight hours, and regular weekly working time - 40 hours. Daily working time within the meaning of this Law shall mean working time within a 24-hour period.

(2) If daily working time on any weekday is less than the regular daily working time, the regular working time of some other weekday may be extended, but not more than by one hour. In such case the provisions of the length of weekly working time shall be complied with.

(3) Regular working time of employees associated with a special risk may not exceed seven hours a day and 35 hours a week if they are engaged in such work for not less than 50 per cent of the regular daily or weekly working time. The Cabinet may determine regular shortened working time also for other categories of employees.

*[4 March 2010]*

##### **Section 132. Working Time for Persons Under 18 Years of Age**

(1) For persons who are under 18 years of age a working week of five days shall be specified.

(2) Children who have reached the age of 13 years may not be employed:

1) for more than two hours a day and more than 10 hours a week if the work is performed during the school year;

2) for more than four hours a day and more than 20 hours a week if the work is performed at the time when there are holidays at an educational institution but if the child has reached 15 years of age - for more than seven hours a day and more than 35 hours a week.



(3) Adolescents may not be employed for more than seven hours a day and more than 35 hours a week.

(4) If persons who are under 18 years of age continue to, in addition to work, acquire basic education, secondary education or an occupational education, the time spent on studies and work shall be summed and may not exceed seven hours a day and 35 hours a week.

(5) If persons who are under 18 years of age are employed by several employers, the working time shall be summed.

*[23 October 2014]*

### **Section 133. Length of a Working Week**

(1) A working week of five days is specified for an employee. If it is not possible to determine a working week of five days due to the nature of the work, an employer, after consultation with the representatives of employees, shall specify a working week of six days.

(2) If a working week of six days is specified, the length of daily working time shall not exceed seven hours. The length of the daily working time for employees whose regular working time may not exceed the length specified in Section 131, Paragraph three of this Law may not exceed six hours.

(3) Work on Saturdays shall be ended earlier than on other days. The length of the working day on Saturdays shall be specified by a collective agreement, working procedure regulations, or by an employment contract.

(4) If within the framework of a working week one day falls in between a public holiday and weekly rest time, an employer may specify such working day as a holiday and transfer it to Saturday of the same week or of another week within the framework of the same month. Employees of the institutions to be financed from the State budget for whom a working week of five days is specified from Monday to Friday, the Cabinet order regarding the transfer of a working day shall be issued for the next year not later than until 1 July of the current year.

(5) If an employee cannot arrive at work on the transferred working day due to his or her religious belief or other justifiable reasons, such day shall be considered as a day of the employee's annual leave or, upon agreement with the employer, it shall be worked off in another time.

*[4 March 2010]*

### **Section 134. Part-time Work**

(1) An employer and an employee may agree in an employment contract on part-time work that is shorter than the regular daily or weekly working time.

(2) An employer shall determine part-time work if it is requested by a pregnant woman, a woman during the period following childbirth up to one year, but if the woman is breastfeeding - in the whole period of breastfeeding, as well as by an employee who has a child in the age of up to 14 years or a child with a disability in the age of up to 18 years.

(3) The same provisions, which apply to an employee who is employed for regular working time, shall apply to an employee who is employed part-time.

(4) Refusal by an employee to change over from regular working time to part-time or vice versa may not of itself serve as a basis for a notice of termination of an employment contract or restriction of the rights of an employee in any other way. This provision shall not restrict the right of an employer to give a notice of termination of an employment contract if such notice of termination is adequately substantiated with the performance of urgent economic, organisational, technological or similar measures in the undertaking.

(5) An employer shall, upon the request of an employee, transfer the employee from regular working time to part-time or vice versa if such possibility exists in the undertaking.

(6) An employer shall inform the representatives of employees regarding the possibility of employing employees part-time in the undertaking if the representatives of employees request such information.

(7) If part-time work is determined for an employee, employing of him or her over such working time is permissible on the basis of a written agreement between the employer and the employee.

*[21 September 2006; 4 March 2010; 27 July 2017]*

### **Section 135. Length of Daily Working Time before Public Holidays**

The length of the working day shall be reduced by one hour before public holidays, unless a shorter working time has been specified by a collective agreement, working procedure regulations, or an employment contract.

### **Section 136. Overtime Work**

(1) Overtime work shall mean work performed by an employee in addition to regular working time.

(2) Overtime work is permitted if the employee and the employer have so agreed in writing.

(3) An employer has the right to employ an employee on overtime without his or her written consent in the following exceptional cases:

1) if this is required by the most urgent public need;

2) to prevent the consequences caused by force majeure, an unexpected event or other exceptional circumstances which adversely affect or may affect the normal course of work activities in the undertaking;

3) for the completion of urgent, unexpected work within a specified period of time.

(4) If overtime work in the cases referred to in Paragraph three of this Section continues for more than six consecutive days, the employer needs a permit from the State Labour Inspectorate for further overtime work, except for the cases when repetition of similar work is not expected.

(5) Overtime work may not exceed eight hours on average within a seven-day period, which is calculated in the accounting period that does not exceed four months.

(6) It is prohibited to employ in overtime work persons who are under 18 years of age.

(7) A pregnant woman, a woman during the period following childbirth up to one year, and a woman who is breastfeeding for the whole period of breastfeeding, but not longer than until two years of age of the child, may be employed in overtime work if she has given a written consent.

(8) If an employer determines one working day, which falls in between a public holiday and weekly rest time, as a holiday and transfers it to Saturday of the same week or of another week within the framework of the same month, in case of transfer of a working day the abovementioned work shall not be considered as overtime work.

(9) Concurrently with an agreement on overtime work or with appointing to do it, an employee and an employer may come to an agreement that the supplement to the employee for overtime work is substituted with paid rest in another period of time according to the number of overtime hours worked, and also on the procedures for granting such paid rest time.

(10) If the supplement for overtime work is not granted to an employee, but it is substituted with paid rest, then such paid rest shall be granted within one month from the day of doing overtime work, but if the aggregated working time is specified for the employee, then the paid rest shall be granted on the following accounting period, but not later than within three months. Upon an agreement between the employee and the employer the paid rest may be added to the annual paid leave, deviating from the general procedures laid down in this Paragraph.

(11) If the employee and the employer have reached an agreement that paid rest will be granted to the employee for overtime work, but the employment relationships are terminated before the day of using the paid rest, the employer has an obligation to disburse the relevant supplement for overtime work.

*[22 April 2004; 21 September 2006; 4 March 2010; 23 October 2014; 27 July 2017]*

### **Section 137. Accounts of Working Time**

(1) Employer has the obligation to keep accurate accounts for each employee of total hours worked, as well as separately overtime hours, hours worked at night, on the weekly rest time and public holidays.

(2) For employees who, on the basis of an order of the employer, concurrently are acquiring an occupation (profession, trade), the time spent on studies and work shall be summed and shall be regarded as working time.

(3) An employee has the right, in person or through the representatives of employees, to verify the accounts of working time kept by the employer.

*[22 April 2004; 4 March 2010]*

## **Chapter 32 Organisation of Working Time**

### **Section 138. Night Work**

(1) Night work shall mean any work performed at night for more than two hours. Night-time shall mean the period of time from 10:00 pm to 6:00 am. Night-time with respect to children within the meaning of this Law shall mean the period of time from 8:00 pm to 6:00 am.

(2) A night shift employee shall mean an employee who normally performs night work in accordance with a shift schedule, or for at least 50 days in a calendar year.

(3) Regular daily working time for a night shift employee shall be reduced by one hour. This provision shall not apply to employees who have been prescribed regular shortened working time. Regular daily working time for a night shift employee shall not be reduced if such is required due to the particular characteristics of the undertaking. It is prohibited to employ a night shift employee whose work is associated with special risk for more than eight hours within a twenty-four-hour period, in which he or she has performed night work, but this provision need not be applied in the cases referred to in Section 140, Paragraph two of this Law after consultations with the representatives of employees.

(4) A night shift employee has the right to undergo a health examination before he or she is employed in night work, as well as the right to subsequently undergo regular health examinations at least every two years, while an employee who has reached the age of 50 years, at least once a year. Expenditures associated with such health examinations shall be covered by the employer.

(5) An employer shall transfer a night shift employee to an appropriate job to be performed during the day if there is a doctor's opinion that the night work negatively affects the health of the employee.

(6) It is prohibited to employ at night persons who are under 18 years of age, pregnant women and women during the period following childbirth up to one year, but if a woman is breastfeeding then during the whole period of breastfeeding if there is a doctor's opinion that the performance of the relevant work causes a threat to the safety and health of the woman or her child.

(7) An employee who has a child less than three years of age may be employed at night only with his or her consent.

*[22 April 2004; 23 October 2014]*

### **Section 139. Shift Work**

(1) If it is necessary to ensure continuity of a work process, an employer, after consultation with the representatives of employees, shall determine shift work. In such case the length of a shift may not exceed the regular daily working time prescribed for the respective category of employees.

(2) It is prohibited to assign an employee to work two shifts in succession.

(3) One shift shall relieve the other at the time specified by a shift schedule. If a shift is not relieved at the specified time, an employee who has not been relieved has the obligation to continue work if interruption of work is not permissible. The employee shall, without delay, inform the employer of the continuance of work. The time worked by an employee after the end of a shift shall be considered to be overtime work.

(4) Transition from one shift to another shall be organised in accordance with the procedures specified by a shift schedule, but not less frequently than weekly.

(5) An employer has the obligation to familiarise employees with the shift schedules not later than one month before they come into effect.

### **Section 140. Aggregated Working Time**

(1) If due to the nature of the work it is not possible to comply with the length of the regular daily or weekly working time determined for the relevant employee, the employer, after consultation with the representatives of employees, may determine aggregated working time so that the working time in the accounting period does not exceed regular working time determined for the relevant employee. If the aggregated working time is determined for the employee, the employer has the obligation to inform the employee in writing thereof, specifying the length of the accounting period, as well as to familiarise the employee with the work schedule in due time.

(2) The length of daily and weekly rest time laid down in the law need not be applied within the framework of aggregated working time if:

- 1) an employee has to spend a long time on the way to the work;
- 2) an employee is performing security guarding or surveillance activities;
- 3) it is necessary to ensure continuity of the work due to the nature of the work;
- 4) an employee is performing seasonal work;
- 5) a temporary expansion of the undertaking operations or an increase in production volumes is anticipated.

(3) Unless a longer accounting period is provided for by the collective agreement or the employment contract, the

aggregated working time accounting period shall be one month. The employee and the employer may agree in the employment contract regarding the length of the accounting period, however, not longer than three months, but in the collective agreement - not longer than 12 months.

(4) In any case within the framework of the aggregated working time it is prohibited to employ the employee for more than 24 hours in succession and 56 hours a week. An employee shall be granted the rest time immediately after performance of the work.

(5) The work performed by the employee over the regular working time determined in the accounting period shall be regarded as overtime work.

(6) If aggregated working time is determined, an employer shall assure that during the accounting period the daily rest time shall not be shorter than 12 hours a day on average, and the weekly rest time shall not be shorter than 35 hours a week on average, including the daily rest time.

(7) An employer is not entitled to change the work schedule determined for the employee during a period of temporary incapacity of an employee as well as during the time when the employee is not performing his or her work due to other justifiable reasons.

*[23 October 2014]*

## **Division Seven Rest Time**

### **Chapter 33 General Provisions of Rest Time**

#### **Section 141. Concept of Rest Time**

(1) Rest time within the meaning of this Law shall mean a period of time during which an employee does not have to perform his or her work duties and which he or she may use at his or her own discretion.

(2) Rest time shall include rest breaks during work, daily rest, weekly rest, public holidays and leave.

#### **Section 142. Daily Rest**

(1) The length of a daily rest within 24 hours shall not be less than 12 consecutive hours. This provision need not apply if aggregated working time has been prescribed.

(2) For children the length of a daily rest within 24 hours shall not be less than 14 consecutive hours.

#### **Section 143. Weekly Rest**

(1) The length of a weekly rest period within a seven-day period shall not be less than 42 consecutive hours. This provision need not apply if aggregated working time has been prescribed.

(2) If a working week of five days is specified, an employee shall be granted two weekly rest days, and if a working week of six days is specified, one weekly rest day. Both of the weekly rest days are customarily granted as consecutive days.

(3) Generally the weekly rest day shall be Sunday. If it is necessary to ensure continuity of a work process, it is permitted to have an employee work on a Sunday, granting him or her a day of rest on another day of the week.

(4) An employee, with a written order by the employer, may be engaged to work during the weekly rest time, granting him or her equivalent compensatory rest and ensuring not less than two weekly rest periods referred to in Paragraph one of this Section in any time period of 14 days, in the following cases:

1) if this is required by the most urgent public need;

2) to prevent the consequences caused by force majeure, an unexpected event or other exceptional circumstances which adversely affect or may affect the normal course of work activities in the undertaking;

3) for the completion of urgent, unexpected work within a specified period of time.

(5) In accordance with the provisions of Paragraph four of this Section, it is prohibited to employ persons who are under 18 years of age, pregnant women and women during the period following childbirth up to one year, but if a woman is breastfeeding - during the whole period of breastfeeding, but no longer than until two years of age of the child.

(6) If an employer determines one working day, which falls in between a public holiday and weekly rest time, as a holiday and transfers it to Saturday of the same week or of another week within the framework of the same month, the length of the weekly rest time shall not be less than 35 consecutive hours.

*[22 April 2004; 4 March 2010; 23 October 2014]*

#### **Section 144. Work on Public Holidays**

(1) Employees shall not be required to work on public holidays prescribed by law.

(2) If it is necessary to ensure continuity of the work process, it is permitted to require an employee to work on a public holiday by granting him or her rest on another day of the week or by disbursing appropriate remuneration.

## **Chapter 34 Breaks**

#### **Section 145. Work Breaks**

(1) Every employee has the right to a work break if his or her daily working time exceeds six hours. Adolescents have the right to a work break if his or her daily working time exceeds four and a half hours.

(2) Breaks shall be granted not later than four hours after the start of work. The employer shall determine the length of a break after consultation with the representatives of employees, however, it may not be less than 30 minutes. Taking into account principles of safety at work and health protection, the collective agreement may specify other procedures for granting breaks. A break shall not be included in the working hours, unless otherwise provided for in the employment contract or the collective agreement. If possible, an adolescent shall be granted a break when he or she has worked for one half of the daily working time contracted for.

(3) During breaks an employee has the right to leave his or her workplace unless otherwise provided for by the employment contract, the collective agreement or working procedure regulations. Prohibition against leaving a workplace during breaks shall be adequately substantiated. If during a break the employee is prohibited from leaving his or her workplace and the employee cannot use this period of time as he or she deems necessary, such break shall be included in the working time.

(4) If it is impossible to determine a break for eating due to the nature of the work, an employer shall ensure employees with the possibility of having a meal during working time.

(5) A break for rest shall be provided in any case. If a break for rest cannot be granted all at once, it is permitted to divide the break into parts, which may not be less than 15 minutes each.

(6) Employers shall grant an additional break to employees who are exposed to special risk. The employer shall determine the length of breaks after consultation with the representatives of employees and such breaks shall be included in the working time.

*[12 December 2002; 22 April 2004; 21 September 2006; 27 July 2017]*

#### **Section 146. Breaks for Feeding a Child**

(1) An employee who has a child under one and a half years of age shall be granted additional breaks for feeding a child. The employee shall in good time inform the employer of the necessity for such breaks.

(2) Breaks of not less than 30 minutes for feeding a child shall be granted not less than every three hours. If an employee has two or more children under one and a half years of age, a break of at least one hour shall be granted. The employer shall determine the length of breaks after consultation with the representatives of employees. When determining the procedures for granting a break, the wishes of the respective employee shall be taken into consideration as far as possible.

(3) Breaks for feeding a child may be added to breaks in work or, if such is requested by the employee, transferred to the end of the working time thus shortening the length of the working day accordingly.

(4) Breaks for feeding a child shall be included in the working time, retaining remuneration for such time. Employees for whom a piecework salary has been specified shall be disbursed average earnings for such time.

*[22 April 2004]*

#### **Section 147. Temporary Absence**

(1) An employer shall ensure an opportunity for a pregnant woman to leave the workplace in order to undergo health examination in the prenatal period if it is not possible to undergo such examination outside of working time.

(2) An employee has the right to temporary absence if his or her immediate presence at work is not possible due to force majeure, an unexpected event or other exceptional circumstances.

(3) An employee having care of a child under 18 years of age has the right to temporary absence in the case of the child's illness or accident, as well as for the purpose of participating in the child's health examination when it is not possible to undergo this examination outside working hours.

(4) The employee shall inform the employer of such temporary absence in due time. Temporary absence shall not serve as a basis for the right of an employer to give notice of termination of an employment contract.

*[23 October 2014]*

#### **Section 148. General Provisions for Organisation of Working Time**

(1) The provisions of Section 131, Paragraph one, Section 136, Paragraph five, Section 138, Paragraph three, Section 142, Paragraph one, Section 143, Paragraph one and Section 145 of this Law, complying with the principles of safety at work and health protection, as well as ensuring sufficient rest, may be excluded from application to situations where in recognition of the characteristics of the respective work or occupation the length of working time is not measured or determined in advance or it may be determined by the employees themselves. The accounts of working time need not be performed in the abovementioned cases.

(2) The provisions of Section 138, Paragraph one, Section 142, Paragraph one, Section 143, Paragraph one and Section 145 of this Law, complying with the principles of safety at work and health protection, as well as ensuring sufficient rest, may be excluded from application in respect of employees who are employed in an undertaking which ensures the carriage by road, carriage by air or inland waterways of passengers and freight, and the work or activities of which are associated with travel or movement.

(3) The provisions of Paragraph two of this Section shall not apply to employees who perform work with city public means of transport.

*[22 April 2004; 4 March 2010]*

## **Chapter 35 Leave**

#### **Section 149. Annual Paid Leave**

(1) Every employee has the right to annual paid leave. Such leave may not be less than four calendar weeks, not counting public holidays. Persons under 18 years of age shall be granted annual paid leave of one month.

(2) By agreement of an employee and the employer, annual paid leave in the current year may be granted in parts, nevertheless one part of the leave in the current year shall not be less than two uninterrupted calendar weeks.

(3) In exceptional cases when the granting in the current year of the full annual paid leave to an employee may adversely affect the normal course of activities in the undertaking, it is permitted to transfer part of the leave to the subsequent year with the written consent of the employee. In such case, the part of the leave in the current year shall not be less than two consecutive calendar weeks. The part of the transferred leave shall as far as possible be added to the leave of the next year. Part of the leave may be transferred only to the subsequent year.

(4) The provisions of Paragraph three of this Section shall not apply to persons who are under 18 years of age, pregnant women and women during the period following childbirth up to one year, but if a woman is breastfeeding then during the whole period of breastfeeding, but no longer than until two years of age of the child.

(5) It is not permitted to compensate annual paid leave with money, except for the cases when employment relationships are terminated and the employee has not utilised his or her annual paid leave. An employer has the obligation to disburse remuneration for the entire period for which the employee has not used his or her annual paid leave.

(6) After annual paid leave, an employee has the right to such improvements to working conditions and employment provisions to which he or she would have been entitled if he or she had not be on leave. This provision applies also to the leave referred to in Sections 151, 153, 154, 155, 156 and 157 of this Law, as well as to employees during sick leave or during the non-performance of work due to other justifiable reasons.

*[22 April 2004; 23 October 2014]*

#### **Section 150. Procedures for Granting Annual Paid Leave**

(1) Annual paid leave shall be granted each year at a specified time in accordance with agreement between the

employee and the employer or with a leave schedule which shall be drawn up by the employer after consultation with the representatives of employees. All employees shall become acquainted with the leave schedule and amendments to it, and it shall be available to each employee.

(2) When granting the annual paid leave, an employer has the obligation to take into consideration the wishes of employee as far as possible.

(3) An employee may request the granting of annual paid leave for the first year if he or she has worked for the employer for at least six months without interruption. The employer has the obligation to grant such leave in full.

(4) A woman at her request shall be granted annual paid leave before prenatal and maternity leave or immediately after irrespective of the time the woman has been employed by the relevant employer.

(5) An employee under the age of 18 years and an employee who has a child under the age of three years or a disabled child in the age of up to 18 years shall be granted with annual paid leave in summer or at any other time of his or her choice. If an employee under the age of 18 years continues to acquire education, annual paid leave shall be granted as far as possible to match the holidays at the educational institution.

(6) Annual paid leave shall be transferred or extended in case of temporary incapacity of an employee.

*[21 September 2006; 27 July 2017]*

### **Section 151. Supplementary Leave**

(1) Annual paid supplementary leave shall be granted to:

1) employees caring for three or more children under the age 16 years or a child with a disability in the age of up to 18 years - three working days;

2) employees whose work is associated with a special risk - at least three working days;

3) employees caring for less than three children under 14 years of age - at least one working day.

(2) A collective agreement or an employment contract may determine other cases (night work, shift work, long-term work, etc.) where an employee shall be granted annual paid supplementary leave.

(3) Annual paid supplementary leave shall be transferred or extended in case of temporary incapacity of an employee.

(4) The annual paid supplementary leave for the current year shall be granted and it shall be used until the annual paid leave of the next year.

(5) It is not permitted to compensate the annual paid supplementary leave with money, except for the case when the employment relationships have been terminated and the employee has not used his or her annual paid supplementary leave.

*[4 March 2010; 23 October 2014; 27 July 2017]*

### **Section 152. Time that Gives the Right to Annual Paid Leave**

(1) The time which gives the right to annual paid leave shall include the time during which an employee was actually employed by the respective employer, and the time during which the employee did not perform work for justifiable reasons, including:

1) a period of temporary incapacity;

2) a period of pregnancy leave and maternity leave;

3) a period of short-term absence;

4) a period of forced absence from work if the employee was dismissed illegally and has been reinstated in his or her previous position;

5) the period of leave referred to in Section 155 of this Law.

(2) The time period referred to in Paragraph one of this Section shall not include the period of parental leave and a period of leave without retention of remuneration which is longer than four weeks within one year.

*[4 March 2010]*

### **Section 153. Leave without Retention of Remuneration**

(1) An employer may grant a leave without retention of remuneration, if it is requested by an employee to the care and supervision of which a child to be adopted has been given before the approval of adoption by a court on the basis of a decision of the Orphan's and Custody Court. Such leave shall be granted for the time period as is specified in the decision of the Orphan's and Custody Court on the care and supervision of the child to be adopted. If the Orphan's and Custody Court takes a decision on the extension of the time period for care and supervision, the leave shall be extended up to the time of the coming into effect of the court decision on the approval of the adoption. Such leave shall be counted in the total length of service, but it shall not be counted towards the annual paid leave.

(1<sup>1</sup>) An employer shall grant a leave without retention of remuneration when requested so by an employee taking care of a child in the capacity of a foster family or a guardian, as well as by an employee who is actually caring for and upbringing another person's child in accordance with a decision by an Orphan's and Custody Court. Such leave shall be granted for the time period which is laid down in the decision of the Orphan's and Custody Court, but no longer than until the child is one and a half years old. Such leave shall be counted in the total length of service, but it shall not be counted towards the annual paid leave.

(1<sup>2</sup>) An employer shall grant leave without retention of remuneration to an employee who is performing his or her service in the National Guard of the Republic of Latvia, provided that the Commander of the National Guard unit has informed the employer regarding involvement of the employee in the execution of the tasks of the National Guard in accordance with the time period and procedures laid down in the laws and regulations governing the service in the National Guard. The leave without retention of remuneration shall be granted for a term specified in the statement issued by the Commander of the National Guard unit.

(2) The previous position of an employee who uses the leave referred to in Paragraph one, 1.<sup>1</sup> and 1.<sup>2</sup> of this Section shall be preserved. If this is not possible, the employer shall ensure similar or equivalent position with not less advantageous working conditions and employment provisions.

(3) An employer, upon the request of an employee, may grant him or her leave without retention of remuneration also in other cases.

*[22 January 2004; 4 March 2010; 23 October 2014; 7 March 2019]*

#### **Section 154. Prenatal and Maternity Leave**

(1) Prenatal leave of 56 calendar days and maternity leave of 56 calendar days shall be summed and 112 calendar days granted irrespective of the number of days of prenatal leave that have been utilised prior to child-birth.

(2) A woman who has initiated pregnancy-related medical care at a preventive medical institution by the 12th week of pregnancy and has continued for the whole period of pregnancy shall be granted a supplementary leave of 14 days, adding it to the prenatal leave and calculating 70 calendar days in total.

(3) In case of complications in pregnancy, childbirth or postnatal period, as well as if two or more children are born, a woman shall be granted a supplementary leave of 14 days, adding it to the maternity leave and calculating 70 calendar days in total.

(4) Leave granted in connection with pregnancy and childbirth shall not be included in annual paid leave.

(5) A woman who makes use of prenatal or maternity leave shall have ensured her previous position. If this is not possible, the employer shall ensure the woman similar or equivalent work with not less favourable working conditions and employment provisions.

*[22 April 2004]*

#### **Section 155. Leave to Father of a Child, Adopters and Other Persons**

(1) The father of a child is entitled to a leave of 10 calendar days. Leave to the father of a child shall be granted immediately after the birth of the child, but not later than within two months from the birth of the child.

(2) If a mother has died in childbirth or within a period up to the 42nd day of the period following childbirth, or in accordance with the procedures prescribed by law has refused to take care and bring up the child up to the 42nd day of the period following childbirth, the father of the child shall be granted leave for the period up to the 70th day of the child's life. The abovementioned leave shall be granted also to another person who actually takes care of the child.

(3) If a mother cannot take care of the child up to the 42nd day of the period following childbirth due to illness, injury or other health-related reasons, the father or another person who actually takes care of the child shall be granted leave for those days on which the mother herself is not able to take care of the child.

(4) *[22 January 2004]*

(5) For a family, which has adopted a child up to 18 years of age, one of the adopters shall be granted 10 calendar days of leave.



(6) A child's father, adopter or another person who in fact cares for the child and who makes use of the leave referred to in this Section shall have preserved his or her previous position. If this is not possible, the employer shall ensure the child's father, adopter or another person who in fact cares for the child similar or equivalent position with not less favourable working conditions and employment provisions.

*[22 January 2004; 22 April 2004; 6 June 2019 / See Paragraph 19 of Transitional Provisions]*

### **Section 156. Parental Leave**

(1) Every employee has the right to parental leave in connection with the birth or adoption of a child. Such leave shall be granted for a period not exceeding one and a half years up to the day the child reaches the age of eight years.

(2) Parental leave, upon the request of an employee, shall be granted as a single period or in parts. The employee has the obligation to notify the employer in writing one month in advance of the beginning and the length of the parental leave or parts thereof.

(3) The time spent by an employee on parental leave shall be included in the total length of service.

(4) The previous position of an employee who makes use of parental leave shall be retained. If this is not possible, the employer shall ensure similar or equivalent position with not less advantageous working conditions and employment provisions.

(5) An early termination of parental leave before the term of the granted leave shall be performed according to the procedures laid down by the collective agreement or employment contract, or based on the agreement between the employer and the employee. An employee has the right to return to work by notifying the employer thereof no less than two weeks in advance, if objective grounds for further parental care no longer exist.

*[22 April 2004; 23 October 2014]*

### **Section 157. Study Leave**

(1) An employee who, without discontinuing work, studies at an educational institution of any type shall be granted study leave with or without retention of salary in accordance with a collective agreement or an employment contract. If a piecework salary has been specified for the employee, study leave shall be granted disbursing average earnings or not disbursing it.

(2) An employee shall be granted a study leave of 20 working days for the taking of a State examination or the preparation and defence of a diploma paper with or without retaining the salary. If a piecework salary has been specified for the employee, a study leave shall be granted with or without disbursing the average earnings.

*[12 December 2002; 4 March 2010]*

## **Transitional Provisions**

1. With the coming into force of this Law the following are repealed:

1) the Labour Code of Latvia;

2) the Law on Collective Agreements (*Latvijas Republikas Augstākās Padomes un Valdības Ziņotājs*, No. 21/22, 1991).

2. Section 112 of this Law shall come into force on 1 January 2005.

3. If a notice of termination of an employment contract was given in cases set out in Section 100, Paragraph five, Section 101, Paragraph one, Clause 6, 7, 8, 9 or 10 of this Law and the collective agreement or the employment contract does not provide for a larger severance pay, the employer shall, until 1 January 2005, disburse a severance pay in the amount of one month average earnings.

*[22 April 2004]*

4. If employment relationships continue after the coming into force of this Law, the employer has the obligation to issue the work record book to the employee upon his or her request if it is kept by the employer. If employment relationships continue after the coming into force of this Law and the employee does not request the employer to provide the work record book to him or her, the work record book shall be kept by the employer until the moment of termination of employment relationships, but after the termination of employment relationships the work record book shall be returned to the employee. If the employee requests, the employer shall make a respective entry in the work record book regarding the date of termination of employment relationships. This Law shall not restrict the right of an employee to request the statement referred to in Section 129 of this Law.

5. As of the date of coming into force of this Law, the provisions of this Law shall apply to employment relationships which have been established before the coming into force of this Law, except for the cases referred to in Clauses 6 and 7 of the Transitional Provisions.

6. The provisions of Section 44, Paragraph five of this Law shall not apply to those contracts of employment, which have been entered into for a specified period before the coming into force of this Law.

7. If parental leave has been granted before the coming into force of this Law, the provisions of Section 173 of the Labour Code of Latvia shall apply with respect to such leave.

8. Contracts of employment which have been entered into before the coming into force of this Law and which do not comply with the provisions of Section 40 of this Law shall, within a six-month period from the day of coming into force of this Law, be drawn up in conformity with the provisions of Section 40.

9. From 29 June 2009 until 31 December 2009, remuneration, severance pay, preferences for continuing employment relations in case of reduction in the number of employees provided for in this Law in respect of the employees of State and local government authorities referred to in the law On Remuneration of Officials and Employees of State and Local Government Authorities in 2009 shall be determined in compliance with the law On Remuneration of Officials and Employees of State and Local Government Authorities in 2009.

*[12 June 2009]*

10. From 1 January 2010 until 31 December 2012, the preferences for continuing employment relations in case of reduction in the number of employees provided for in this Law in respect of employees referred to in the Law on Remuneration of Officials and Employees of State and Local Government Authorities shall be determined in compliance with the Law on Remuneration of Officials and Employees of State and Local Government Authorities.

*[1 December 2009]*

11. Paragraph 8 of the Informative Reference to European Union Directives of this Law shall cease to be in force from 8 March 2012.

*[16 June 2011]*

12. Section 40, Paragraph ten of this Law shall come into force on 1 April 2015.

*[23 October 2014]*

13. If an employment contract for a specified period has been entered into before 31 December 2014, its time period may be extended complying with the provisions of Section 45, Paragraph one of this Law concerning the extension of the employment contract period, which are in force from 1 January 2015; however the total period of such employment contract may not exceed five years in any case.

*[23 October 2014]*

14. An amendment to Section 61, Paragraph two of this Law, which provides for a delegation to the Cabinet to determine the amount of minimum monthly salary within the scope of normal working time, as well as the calculation of minimum hourly salary rates, shall come into force on 1 January 2016.

*[23 October 2014]*

15. An employee may be issued a reproof or a reprimand for a violation committed before 31 December 2014 no later than within one month from the day of detecting the violation, excluding the period of temporary incapacity of the employee, as well as the period when the employee is on leave or does not perform work due to other justifiable reasons, but not later than within six months from the day of committing the violation.

*[23 October 2014]*

16. If a reproof or reprimand has been issued before 31 December 2014, an employee has the right to request that such reproof or reprimand be revoked within one year from the day of the issue.

*[23 October 2014]*

17. Section 74, Paragraph one, Clause 10 of this Law shall come into force on 1 January 2020.

*[7 March 2019 / The abovementioned amendment shall be included in the wording of the Law as of 1 January 2020]*

18. The Cabinet shall evaluate the application of the regulatory framework specified in Section 68, Paragraphs three and four of this Law in practice and the impact thereof on the legal situation of employees and shall submit a report thereon to the Saeima by 1 February 2021.

[28 March 2019]

19. The amendment to Section 155, Paragraph five of this Law, which provides for the granting of leave to one adopter, if a child aged up to 18 years has been adopted, shall be applicable if a court judgment on the adoption of a child has come into effect after 1 September 2019.

[6 June 2019]

## **Informative Reference to European Union Directives**

[13 October 2005; 4 March 2010; 16 June 2011; 12 May 2016; 27 July 2017]

This Law contains legal norms arising from:

1) [4 March 2010];

2) [4 March 2010];

3) Council Directive 91/383/EEC of 25 June 1991 supplementing the measures to encourage improvements in the safety and health at work of workers with a fixed- duration employment relationship or a temporary employment relationship;

4) Council Directive 91/533/EEC of 14 October 1991 on an employer's obligation to inform employees of the conditions applicable to the contract or employment relationship;

5) Council Directive 92/85/EEC of 19 October 1992 on the introduction of measures to encourage improvements in the safety and health at work of pregnant workers and workers who have recently given birth or are breastfeeding (tenth individual Directive within the meaning of Article 16 (1) of Directive 89/391/EEC);

6) [4 March 2010];

7) Council Directive 94/33/EC of 22 June 1994 on the protection of young people at work;

8) [8 March 2012 / See Paragraph 11 of Transitional Provisions];

9) Directive 96/71/EC of the European Parliament and of the Council of 16 December 1996 concerning the posting of workers in the framework of the provision of services;

10) [4 March 2010];

11) Council Directive 97/81/EC of 15 December 1997 concerning the Framework Agreement on part-time work concluded by UNICE, CEEP and the ETUC;

12) Council Directive 98/59/EC of 20 July 1998 on the approximation of the laws of the Member States relating to collective redundancies;

13) Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP;

14) Directive 2000/34/EC of the European Parliament and of the Council of 22 June 2000 amending Council Directive 93/104/EC concerning certain aspects of the organisation of working time to cover sectors and activities excluded from that Directive;

15) Council Directive 2000/43/EC of 29 June 2000 implementing the principle of equal treatment between persons irrespective of racial or ethnic origin;

16) Council Directive 2000/78/EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation;

17) Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses;

18) Directive 2002/14/EC of the European Parliament and of the Council of 11 March 2002 establishing a general framework for informing and consulting employees in the European Community - Joint declaration of the European Parliament, the Council and the Commission on employee representation;

19) Directive 2002/73/EC of the European Parliament and of the Council of 23 September 2002 amending Council Directive 76/207/EEC on the implementation of the principle of equal treatment for men and women as regards access to employment, vocational training and promotion, and working conditions;

20) Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time;

21) Directive 2006/54/EC of the European Parliament and of the Council of 5 July 2006 on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation (recast);

22) Directive 2009/52/EC of the European Parliament and of the Council of 18 June 2009 providing for minimum standards on sanctions and measures against employers of illegally staying third-country nationals;

23) Directive 2008/104/EC of the European Parliament and of the Council of 19 November 2008 on temporary agency;

24) Council Directive 2010/18/EU of 8 March 2010 implementing the revised Framework Agreement on parental leave concluded by BUSINESSEUROPE, UEAPME, CEEP and ETUC and repealing Directive 96/34/EC;

25) Directive 2014/36/EU of the European Parliament and of the Council of 26 February 2014 on the conditions of entry and stay of third-country nationals for the purpose of employment as seasonal workers;

26) Directive 2014/66/EU of the European Parliament and of the Council of 15 May 2014 on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer;

27) Directive 2014/67/EU of the European Parliament and of the Council of 15 May 2014 on the enforcement of Directive 96/71/EC concerning the posting of workers in the framework of the provision of services and amending Regulation (EU) No 1024/2012 on administrative cooperation through the Internal Market Information System (the "IMI Regulation");

28) Directive (EU) 2015/1794 of the European Parliament and of the Council of 6 October 2015 amending Directives 2008/94/EC, 2009/38/EC and 2002/14/EC of the European Parliament and of the Council, and Council Directives 98/59/EC and 2001/23/EC, as regards seafarers;

29) Directive 2014/54/EU of the European Parliament and of the Council of 16 April 2014 on measures facilitating the exercise of rights conferred on workers in the context of freedom of movement for workers;

30) Directive (EU) 2016/801 of the European Parliament and of the Council of 11 May 2016 on the conditions of entry and residence of third-country nationals for the purposes of research, studies, training, voluntary service, pupil exchange schemes or educational projects and au pairing.

This Law shall come into force on 1 June 2002.

This Law has been adopted by the *Saeima* on 20 June 2001.

President V. Vīķe-Freiberga

Rīga, 6 July 2001

---

<sup>1</sup> The Parliament of the Republic of Latvia

Translation © 2019 Valsts valodas centrs (State Language Centre)