

**LITHUANIA**

Items	Regulations in force on 1 January 2019
<b>1:</b> Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>The notice of termination of an employment contract must be in writing and indicate the reason for termination of the employment contract and the legal provision in which the basis for the termination of the employment contract is specified, as well as the date of termination of the employment relationship. The notice of termination of the employment contract must be given to the employee forthwith (Article 64 „Notice of Termination of an Employment Contract” par. 1, 2 and 3).</p> <p>An employee’s performance outcome may serve as reason to terminate an employment contract if the employee was given a written explanation of the performance shortcomings and unachieved personal outcome and if a general performance improvement plan was drawn up covering a period of at least two months and the outcome of the execution of this plan was unsatisfactory (Article 57 of Labour Code par. 5 ).</p> <p>Value (for EPL indicators): average between dismissal at will (2) and usual route for dismissal (2.5=2+0.5 for warning)</p> <p>As of a certain number of dismissals (see Item 18): see item 19.</p>
<b>2:</b> Delay involved before notice can start	<p>Value (for EPL indicators): 1.5 (counting 6 days for warning in the event of dismissal for personal reasons using the usual route for dismissal, as detailed in Item 1).</p> <p>As of a certain number of dismissals (see Item 18): see Item 20</p>
<b>3:</b> Length of notice period at different tenure durations (a)	<p>The employment contract shall be terminated by giving the employee notice one month in advance, or, for employment relationships of less than one year – two weeks in advance. These notice periods shall be doubled for employees who have less than five years left until the statutory age of old-age pension, and tripled for employees who are raising a child/adopted child under the age of 14 and employees who are raising a disabled child under the age of 18, as well as for disabled employees and employees who have less than two years left until the statutory age of old-age pension (Article 57, par. 7.).</p> <p>Dismissal at will: 3 days notice at all tenures (Article 59, par. 1)</p> <p>Calculation (for EPL indicators): average of dismissal at will and usual route. For usual route, average of workers with/without children</p>
<b>4:</b> Severance pay at different tenure durations (a)	<p>The dismissed employee must be paid severance pay in the amount of two times his or her average remuneration or, for employment relationships of less than one year, severance pay in the amount of half of one average remuneration (Article 57, par. 8).</p> <p>Dismissal at will: 6 months of wage at all tenures (Article 59, par. 1).</p> <p>Calculation (for EPL indicators): average of dismissal at will and usual route.</p>

<b>5: Definition of unfair dismissal (b)</b>	<p>The employer has the right to terminate an open-ended or fixed-term employment contract prematurely for the following reasons: 1) the job function performed by the employee has become superfluous due to changes in work organization or other reasons related to the employer's activities; 2) the employee is not achieving the agreed performance outcome; 3) the employee refuses to work under changed indispensable or supplementary employment contract terms or to change the type of working-time arrangements or place of work; 4) the employee does not agree with the continuity of employment relations in the case that the business or part thereof is transferred; 5) a court or body of the employer has taken a decision ending the employer (Article 57 par. 1), 6) when an employee, according to the conclusions of a healthcare institution, is no longer able to hold this position or perform this work, and does not agree to be transferred to another vacant position or job at that workplace that accommodates his or her health condition, or when such a position or job is not available at that workplace (Article 60 par. 4).</p> <p>Changes in work organisation or other reasons related to the activities of the employer may only serve as reason to terminate an employment contract in the event that they are realistic and determinant to the unnecessary of the job function or job functions performed by a specific employee or group thereof. An employment contract may only be terminated on these grounds if, during the period from the notice of termination of the employment contract to five working days before the end of the notice period, there is no vacancy at the workplace that the employee could be transferred to with his or her consent (Article 57 par. 2). If a superfluous job function is performed by several employees and only part of them is being dismissed, the employer shall approve the selection criteria for redundancy after coordination with the work council, or in the absence thereof – the trade union. In establishing the selection criteria for redundancy, the right of priority to keep their jobs in respect to all other employees of the same speciality working for the respective employer at the same workplace must be awarded based on tenure and detailed social criteria (Article 57 par.3).</p> <p>An employer shall be entitled to terminate an employment contract with an employee for reasons not specified above ("dismissal at will") by giving notice three working days in advance and paying severance pay in an amount no less than six times the employee's average remuneration. These reasons cannot include participation in a case against an employer accused of violations of law or due to application to administrative bodies regarding discrimination based on gender, sexual orientation, race, nationality, language, origin, citizenship and social status, faith, marital and family status, intention to have a child/children, convictions or views, political affiliation, age, or other discriminative grounds (Article 59 par. 1 and 2).</p> <p>Calculation (for EPL indicators): average between dismissal at will and usual route.</p>
<b>6: Length of trial period (c)</b>	<p>The trial period may not exceed three months (Article 36 par. 2). Having acknowledged that the results of the trial period are unsatisfactory, the employer may take a decision to terminate the employment contract before the end of the trial period after giving the employee written notice thereof three working days before the expiry of the employment contract, and not pay severance pay (Article 36 par. 3).</p>
<b>7: Compensation following unfair dismissal (d)</b>	<p>If an employee is dismissed from work in the absence of a legal basis or in violation of the procedure established by laws, the labour dispute resolution body shall take a decision to recognise the dismissal as being unlawful and to order that the employee be reinstated and paid average remuneration for the period of forced absence, from the date of dismissal to the date of enforcement of the decision but no more than one year, and the material and non-material damage incurred (Article 218 par. 2).</p> <p>If the body resolving the labour dispute on rights establishes that the employee cannot be returned to his or her previous job due to economic, technological, organisational or similar reasons, or because he or she may be provided with unfavourable conditions to work, or when the employer requests that the employee not be reinstated, the labour dispute resolution body shall take a decision to recognise the dismissal as being unlawful, and shall order that the employee be paid average remuneration for the period of forced absence, from the date of dismissal to the date of enforcement of the judgement but no more than one year, and the material and non-material damage incurred. The employee shall also be awarded compensation equal to one average remuneration for every two years of the employment relationship, but no more than six times the employee's average remuneration (Article 218 par. 4).</p> <p>Value (for EPL indicators): 12 months pay (6 months compensation at 20 years' tenure + 6 months back pay)</p>

<p><b>8:</b> Reinstatement option for the employee following unfair dismissal (b)</p>	<p>If an employee is dismissed from work in the absence of a legal basis or in violation of the procedure established by laws, the labour dispute resolution body shall take a decision to recognise the dismissal as being unlawful and to order that the employee be reinstated and paid average remuneration for the period of forced absence, from the date of dismissal to the date of enforcement of the decision but no more than one year, and the material and non-material damage incurred (Article 218 par. 2).</p> <p>If the body resolving the labour dispute on rights establishes that the employee cannot be returned to his or her previous job due to economic, technological, organisational or similar reasons, or because he or she may be provided with unfavourable conditions to work, or when the employer requests that the employee not be reinstated, the labour dispute resolution body shall take a decision to recognise the dismissal as being unlawful, and shall order that the employee be paid average remuneration for the period of forced absence, from the date of dismissal to the date of enforcement of the judgement but no more than one year, and the material and non-material damage incurred. The employee shall also be awarded compensation equal to one average remuneration for every two years of the employment relationship, but no more than six times the employee's average remuneration (Article 218 par. 4).</p>
<p><b>9:</b> Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)</p>	<p>One month starting from the date he or she found out or should have found out about the violation of rights (Article 220 par. 1).</p> <p>If the application submission deadline is missed, it may be extended by the decision of a labour dispute commission. In this case, the reasons for missing the deadline must be specified in the application submitted. The labour dispute commission shall extend the missed application submission deadline upon recognising these reasons as being valid. If the labour dispute commission does not extend the deadline by decision thereof, an application may be made to court within one month of the decision of the labour dispute commission by bringing an action for the labour dispute on rights to be resolved in court (Article 220 par. 2).</p>
<p><b>10:</b> Valid cases for use of standard fixed term contracts</p>	<p>Article 67. The Concept of the Fixed-Term Employment Contract and the Term Thereof</p> <ol style="list-style-type: none"> <li>1. A fixed-term employment contract is an employment contract that is concluded for a certain period of time or for the period needed to perform a certain job.</li> <li>2. The term of a fixed-term employment contract may be set until a specific calendar date, for a certain period calculated in days, weeks, months or years, or until the execution of a certain task or the emergence, change or cessation of certain circumstances.</li> <li>3. A fixed-term employment contract shall become open-ended when, during the period of the employment relationship, the circumstances due to which the contract term was defined disappear.</li> <li>4. Fixed-term employment contracts for jobs of a permanent nature may not account for more than 20 per cent of the total number of contracts concluded by the employer.</li> </ol>
<p><b>11:</b> Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)</p>	<p>No limit</p>
<p><b>12:</b> Maximum cumulated duration of successive standard FTCs</p>	<p>The maximum duration of a fixed-term employment contract as well as the maximum total duration of consecutive fixed-term employment contracts concluded with the same employee to carry out the same job function is two years, except in cases where the employee is hired to fill a temporarily vacant position. Employment contracts which are separated by no more than two months shall be considered to be consecutive fixed-term employment contracts (Article 68 par. 1).</p> <p>The total duration of consecutive fixed-term employment contracts concluded with the same employee to carry out different job functions cannot exceed five years. Upon violating this requirement, the employment contract shall become open-ended, and the periods between fixed-term employment contracts shall be included in the length of the employee's employment relationship with the employer, but do not have to be paid for (Article 68 par. 3).</p>
<p><b>13:</b> Types of work for which temporary work agency (TWA) employment is legal</p>	<p>It is prohibited for a user enterprise to: 1) charge a temporary worker to perform the job functions of employees of the user enterprise who are on strike; 2) conclude temporary employment contracts in order to replace dismissed employees of the user enterprise (Article 79 par. 3);</p>

<b>14:</b> Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	<p>A temporary agency employment contract may be either fixed-term or open-ended (art. 72 par. 3). A fixed-term temporary agency employment contract may be concluded for a single assignment with the user enterprise, but the term of the contract may also be set until a specific calendar date, for a certain period calculated in days, weeks, months or years, or until the execution of a certain task or the emergence, change or cessation of certain circumstances (art. 72 par. 4). By way of derogation from the rules of the maximum duration of an employment contract (Article 68 of this Code), the maximum duration of a fixed-term temporary agency employment contract as well as the maximum total duration of consecutive employment contracts concluded with the same employee for the same job is three years. Consecutive fixed-term temporary agency employment contracts are employment contracts which are separated by a period of no more than two weeks (art. 72 par. 5).</p>
<b>15:</b> Maximum cumulated duration of TWA assignments (f)	<p>The maximum duration of a fixed-term temporary agency employment contract as well as the maximum total duration of consecutive employment contracts concluded with the same employee for the same job is three years. Consecutive fixed-term temporary agency employment contracts are employment contracts which are separated by a period of no more than two weeks (Article 72 par. 5).</p>
<b>16:</b> Does the set-up of a TWA require authorisation or reporting obligations?	<p>Temporary-work agencies shall provide the State Labour Inspectorate, in accordance with the procedure and within the time limits established by the Government of the Republic of Lithuania or institution authorised by the Government, with information about started recruitment through the temporary-work agencies and the number of temporary agency workers (Article 79 par. 6).</p>
<b>17:</b> Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	<p>Same wage and some working conditions (Art. 75 par. 1, 2 and 3).</p>
<b>18:</b> Definition of collective dismissal (b)	<p>Collective redundancies are considered to be the termination of employment contracts when, within 30 calendar days, there are plans to dismiss, on the initiative of the employer without any fault on the part of the employee (Article 57 of this Code), at the will of the employer (Article 59 of this Code), or by agreement of the parties to the employment contract (Article 54 of this Code) initiated by the employer, or due to employer bankruptcy (Article 62 of this Code):</p> <ol style="list-style-type: none"> <li>1) 10 or more employees at a workplace where the average number of employees is between 20 and 99;</li> <li>2) at least 10 per cent of the employees at a workplace where the average number of employees is from 100 to 299;</li> <li>3) 30 or more employees at a workplace where the average number of employees is 300 or more.</li> </ol> <p>2. When calculating the number of employment contracts to be terminated as specified in paragraph 1 of this Article, the termination of the employment contracts of at least five employees shall be calculated. Cases when employees are planned to be dismissed upon expiry of the term of the employment contract shall not be considered collective redundancies (Article 63 par. 1 and 2)</p>
<b>19:</b> Additional notification requirements in cases of collective dismissal (g)	<p>The employer must inform the work council, or in the absence thereof – the employer-level trade union, and hold consultations therewith on measures for mitigating the consequences of the forthcoming collective redundancy (re-training, transfer to other positions, changes to the working-time arrangements, higher severance pay than provided for in this Code, extension of notice periods, free time for job searching, etc.). During the consultations, the parties must strive to reach an agreement regarding real mitigation of the potential negative consequences (Article 63 par. 3). Upon conclusion of consultations with the work council or the employer-level trade union and no later than 30 days before the termination of employment relations, but no later than giving notice of dismissal to the employees of the group, the employer must, in accordance with the procedure established by the Minister of Social Security and Labour of the Republic of Lithuania, notify the local labour exchange in writing about the planned collective redundancy. The employer shall submit a copy of this notification to the work council or the employer-level trade union, which may submit its observations and proposals to the local labour exchange (Article 63 par. 4).</p>
<b>20:</b> Additional delays involved in cases of collective dismissal (h)	<p>Consultations with employees' representatives must be held before informing the local exchange office and serving notice to the concerned employees.</p>
<b>21:</b> Other special costs to employers in case of collective dismissals (i)	<p>No additional requirements</p>
<b>22:</b> The worker alone has the burden of proof when filing a complaint for unfair dismissal	<p>No</p>

<b>23:</b> Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No, except for persons carrying out employee representation.
<b>24:</b> Pre-termination resolution mechanisms granting unemployment benefits	Individuals who resign voluntarily from their previous job are eligible to unemployment benefits without sanctions as compared to the case of dismissal (The Republic of Lithuania Law on Unemployment social insurance (Article 6)).

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

**Notes:**

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for Versions 1 to 3 of the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.