Working hours

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Working Hours are Divided into:

Regular Working Hours

An employee's regular daily working time must not exceed eight hours, and the regular weekly working time must not exceed 40 hours. Daily working time, as understood in the Labor Law, is the working time within a 24-hour period (Section 131, Paragraph 1 of the Labor Law).

Regular Reduced Working Hours

For employees whose work involves special risk, regular working hours must not exceed seven hours per day and 35 hours per week if they are employed in this work for no less than 50 percent of the regular daily or weekly working time (Section 131, Paragraph 3 of the Labor Law).

Work involving special risk is defined as work that, according to the risk assessment of the work environment, is associated with increased psychological or physical load or increased risk to the employee's safety and health, which cannot be eliminated or reduced to an acceptable level by other occupational safety measures. Employees exposed to special risk are determined by the employer (occupational safety specialist) based on the results of the work environment risk assessment.

Working Hours for Persons Under 18 Years of Age

A child, within the meaning of the Labor Law, is a person who is younger than 15 years old or who continues to obtain primary education until reaching the age of 18 (Section 37, Paragraph 1 of the Labor Law).

Children who have reached the age of 13 may not be employed (Section 132, Paragraph 2 of the Labor Law):

- For more than two hours a day and more than 10 hours a week if the work is performed during the school year;
- For more than four hours a day and more than 20 hours a week if the work is performed during school holidays, but if the child has already reached the age of 15, no more than seven hours a day and no more than 35 hours a week.

An adolescent, within the meaning of the Labor Law, is a person aged 15 to 18 years who is not considered a child (Section 37, Paragraph 4 of the Labor Law).

Adolescents may not be employed for more than seven hours a day and more than 35 hours a week. If they continue to obtain primary, secondary, or vocational education in addition to work, the time spent in studies and work combined must not exceed seven hours a day and 35 hours a week (Section 132, Paragraphs 3 and 4 of the Labor Law).

It is prohibited to employ persons under 18 years old during night time. Night time is understood as the period from 10 PM to 6 AM. For children, night time is the period from 8 PM to 6 AM (Section 138, Paragraphs 1 and 6 of the Labor Law).

Part-Time Working Hours

Part-time working hours are any working hours that are shorter than the regular daily or weekly working hours (Section 134, Paragraph 1 of the Labor Law).

The employment contract must include the information specified in Section 40, Paragraph 2 of the Labor Law, such as the agreed daily or weekly working hours, if the employee's work schedule is fully or mostly predictable. The contract should specify the exact amount of working time. It is not permissible to state it as a range, such as "minimum and maximum working hours." Note that the term "workload" is not used in the Labor Law; instead, there are regular working hours or part-time working hours.

The agreed working hours must be specified regardless of the employee’s working time organization, including cases where the employee is on a summarized working time system. The contract must specify the exact agreed daily or weekly working hours.

Even when the employee and employer agree on part-time work, the specific amount of this part-time work must be indicated. If part-time work is established, employment beyond these hours is only permissible based on a written agreement between the employer and employee.

If part-time work is agreed upon and the work schedule is not fully or mostly predictable, the contract must indicate that the work schedule is variable. It should also include information on the agreed working hours that constitute the guaranteed paid working time within a month, as well as information on when the employee can perform or is required to perform work, and details on the minimum notice period before starting or withdrawing from work (Section 40, Paragraph 2, Subparagraph 7 of the Labor Law).

Part-Time Working Hours with a Work Schedule That Is Fully or Mostly Unpredictable

On August 1, 2022, amendments to the Labor Law came into effect, including the revision of Section 40, Paragraph 2, Clause 7, and the addition of Paragraphs 5, 6, and 7 to Section 53.

According to Section 40, Paragraph 2, Clause 7 of the Labor Law, the employment contract must specify the agreed daily or weekly working hours if the employee's work schedule is fully or mostly predictable. If part-time work is agreed upon and the work schedule is not fully or mostly predictable, the contract must state that the schedule is variable and include information about the agreed working hours that are guaranteed paid working hours within the month, as well as details on when the employee can or is required to work, and the minimum notice period before starting or canceling work.

Thus, the Labor Law has been supplemented with specific regulations for situations where, due to the nature of the job, part-time work is determined and the work schedule is not fully or mostly predictable. This ensures that employees receive more accurate information about their possible working hours and the manner of work performance. For example, if an employer has signed a contract with an employee for part-time work in specific legal duties, the employer must inform the employee of the time and manner of fulfilling these obligations.

In cases where the work schedule is not fully or mostly predictable, the employment contract must specify:

- That the schedule is variable;
- The agreed working hours that are guaranteed paid working hours within the month;
- Information about the working time, or the so-called reference hours (periods on specific days when work can be performed at the employer's request);
- Information about the minimum notice period before starting or canceling work (the time the employee is informed about the need to start work before it begins. This period should be reasonable, meaning sufficient for the employee to arrive at the work location within a reasonable time frame from receiving the notice. These periods may vary depending on the industry's needs and the specifics of the work to be performed).

It is important to note that if an employee has agreed upon part-time work and the working hours are clearly known or predictable (e.g., 4 hours a day or 20 hours a week), the previously established principle that the contract should clearly specify the daily or weekly working hours remains.

If the employee's work schedule is not fully or mostly predictable, employment is only permissible if the work is performed during the pre-determined reference hours and days, and the employer has properly notified the employee of the exact work performance time. In the context of the Labor Law, a work schedule refers to the precise time when the employee starts and ends work. Reference hours and days are periods on specified days when work can be performed at the employer's request.

The employee has the right not to work if requested outside the specified reference hours and days, or if the employer has not adhered to the minimum notice period stipulated in the contract. Furthermore, such refusal by the employee cannot be a basis for limiting their rights.

The employee has the right to receive compensation they would have earned if they had performed the work, but did not, because the employer did not inform them about the work cancellation within the minimum notice period specified in the contract. For example, if the employee has reference hours on Tuesdays, Wednesdays, and Thursdays (6 hours total) from 9:00 AM to 9:00 PM and the employer and employee have agreed on a 24-hour notice period, then if the employer notifies the employee only 12 hours before the start of work, the employee may refuse to work without adverse consequences. Conversely, if the employer notified the employee 24 hours in advance but later canceled the work without further notice (the employee arrives at work and learns about the cancellation), the employee has the right to

receive compensation they would have earned if they had worked that day.

Additionally, regarding the employee's agreed working hours, the contract must also specify the length of the workweek – how many working days per week and on which days of the week the employee will work. The length of the workweek can also be specified in the work regulations.

The Labor Law generally stipulates a five-day workweek. If the nature of the work does not allow for a five-day workweek, the employer, after consulting with employee representatives, may set a six-day workweek (Section 133). If part-time work is agreed upon, the parties are not restricted from agreeing on a shorter workweek, e.g., 2 days a week.

For a six-day workweek, the daily working time must not exceed seven hours. For employees whose work involves special risks, the normal working time must not exceed seven hours a day and 35 hours a week, with the daily working time not exceeding six hours.

Work on Saturdays must end earlier than on other days. The length of the working day on Saturdays should be determined in the collective labor agreement, work regulations, or the employment contract.

In addition to agreeing on the working hours in the employment contract, the parties must also agree on the length of the workweek – how many working days per week and on which days of the week the employee will work. The length of the workweek can also be specified in the work regulations.

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Work on Saturdays must end earlier than on other days. The length of the working day on Saturdays should be specified in the collective labor agreement, work regulations, or the employment contract.

Working hours can be organized as follows:

Night Work

Night work is any work performed during nighttime hours exceeding two hours. Nighttime is defined as the period from 10:00 PM to 6:00 AM. For children, nighttime is defined as the period from 8:00 PM to 6:00 AM (Labor Law, Section 138).

This means that work from 10:00 PM to 12:00 AM is not considered night work, as the work does not exceed two hours during nighttime. Similarly, if an employee starts work at 4:00 AM, the two hours worked until 6:00 AM are not considered night work, as the work performed during nighttime does not exceed two hours.

Prohibitions on Night Work:

- Individuals Under 18: It is prohibited to employ individuals under 18 years of age during nighttime hours. Children cannot be employed between 8:00 PM and 6:00 AM, while adolescents cannot be employed between 10:00 PM and 6:00 AM.
- Pregnant Women and Postpartum Women: Pregnant women and women in the postpartum period up to one year are not allowed to work at night. If a woman is breastfeeding, she cannot work during the entire breastfeeding period if a medical opinion indicates that such work poses a risk to the woman's or her child's health and safety.
- Employees with Young Children: Employees with a child under three years of age can be employed at night only with their consent.

Night Workers:

A night worker is an employee who typically performs night work according to a shift schedule or at least 50 days within a calendar year.

For night workers:

- Reduction in Working Hours: The normal daily working hours are reduced by one hour. This rule does not apply to employees with a set normal reduced working time. The daily working hours are not reduced if required due to the nature of the company's operations.
- Special Risk: If the night work involves special risks, it is prohibited to employ the worker for more than eight hours during the nighttime period in which they performed night work. However, this rule may be waived in cases mentioned in Section 140, Subsection 2 of the Labor Law after consulting with employee representatives.
- Health Checks: Night workers have the right to a health check before being assigned to night work, as well as regular health checks no less than once every two years. For employees aged 50 and over, health checks should be conducted at least once a year. The costs associated with these health checks are covered by the employer.
- Health Risks: If a medical opinion indicates that night work negatively affects the worker's health, the employer must reassign the worker to suitable daytime work.

Shift Work

If continuous operation is required, the employer, after consulting with employee representatives, establishes shift work. In such cases, the duration of each shift must not exceed the standard daily working time set for the respective category of employees (Labour Law, Section 139).

Shift work refers to any method of organizing work in shifts where employees replace each other at the same workplaces according to a set schedule. This includes rotating shift work, which can be continuous or interrupted. Employees may work at various times during the day or night.

Key Requirements:

Shift Schedule:

- The work regulations must specify the start and end times of each shift, as well as breaks for rest and meals during each shift. Common terms for shifts include first or morning shift, second or day shift, and third or night shift.

Shift Assignment:

- The specific shift in which an employee is assigned to work is determined by the shift schedule. Assigning an employee to two consecutive shifts is prohibited. The employer must provide employees with the shift schedules no later than one month before they take effect.

Shift Transition:

- One shift replaces another according to the schedule. If a shift is not replaced at the designated time, the employee who has not been replaced must continue working if work stoppage is not permitted. The employee must immediately notify the employer if they continue working beyond their shift. Time worked beyond the end of a shift is considered overtime.

Rotation Frequency:

- The transition from one shift to another must be organized according to the schedule and must occur at least once a week. This means the employer is obligated to prepare a shift schedule that ensures employees rotate shifts no less frequently than once a week. For example, an employee may work the first or morning shift one week, the second or day shift the following week, and the third or night shift the third week.

Summarized Working Hours

If it is not possible to comply with the regular daily or weekly working hours for a particular employee due to the nature of the work, the employer, after consulting with employee representatives, may establish summarized working hours to ensure that the total working hours during the reference period do not exceed the regular working hours set for that employee (Article 140 of the Labour Law).

Essentially, summarized working hours provide a more flexible method of organizing regular working time, allowing employees to work more hours in a day or week than the legally prescribed regular working hours, while ensuring that the total number of hours worked during the reference period is balanced and corresponds to the regular working time set for that period.

Within the framework of summarized working hours, it is prohibited to employ an employee for more than 24 consecutive hours and 56 hours per week.

If an employee has summarized working hours, the employer is required to inform the employee in writing, indicating the duration of the reference period:

- The employee and employer can agree on a reference period of up to three months in the employment contract, but in a collective agreement – up to 12 months.
- If the collective agreement or employment contract does not specify a longer reference period, the summarized working hours reference period is one month.
- For employees of state and municipal institutions with summarized working hours, the reference period is four months unless otherwise specified in the regulations or collective agreement.

If an employee has summarized working hours, the employer must timely provide the employee with the work schedule.

The term "timely" should be applied individually to each situation, as depending on the circumstances, the employer may be able to provide the employee with the work schedule one month or two weeks in advance, while in other cases, the employer may not be able to meet such deadlines for justifiable reasons, such as changes needed due to employee incapacity. According to the State Labour Inspectorate, this term should be reasonable to avoid objective obstacles for the employee in fulfilling their obligations and performing work duties according to the work schedule.

The fact of providing the employee with the work schedule must be verifiable, for example, by presenting the schedule to employees for signature, sending it to the employee's work email, etc.

The employer is not allowed to modify the work schedule for an employee during a temporary incapacity period, as well as during periods when the employee is not working for other justifiable reasons.

The work schedule cannot be changed for an employee who has become incapacitated to enable the calculation of sick pay upon the end of the incapacity period. Changes to the work schedule can be made for other employees while retaining the original work schedule.

The employer is obligated to accurately record the employee's working hours, including total hours worked, as well as separately track overtime, night work, hours worked during weekly rest periods and public holidays, and downtime.

The Labour Law does not specify how the documentation for tracking working hours should be formatted, leaving this procedure to the employer's discretion, who should outline it in the company's internal documents.

Similarly, the Labour Law does not directly regulate the procedure for tracking rest time and justified or unjustified absences. Therefore, the employer may choose the most suitable method for tracking rest and absence time.

The employer is permitted to use abbreviations in the working hours documentation, but it is advisable to include a reference explaining these abbreviations in the internal regulations or the working hours documentation.

Overtime:

Procedure for Organizing Overtime Work

Article 136, Part 2 of the Labor Law states that overtime work is permitted if there is a written agreement between the employee and the employer. The initial impact assessment report (annotation) for the draft law "Amendments to the Labor Law" indicates that the agreement on performing overtime work should not be included in the employment contract. Such an agreement must be made each time the employee and employer agree on overtime work. In legal literature, agreement could also be considered to include consent to work schedules that indicate the need for overtime during the review period.

As specified in Article 136, Part 3 of the Labor Law, the employer has the right to assign overtime work to an employee without their written consent in the following exceptional cases:

- If required by the most urgent needs of the public;
- To address the consequences of force majeure, accidental events, or other extraordinary circumstances that adversely affect or may affect the normal operation of the company;
- For urgent, unforeseen work that must be completed within a specified timeframe.

According to Article 136, Part 4 of the Labor Law, if overtime work continues for more than six consecutive days in the cases mentioned in Part 3, the employer must obtain permission from the State Labor Inspectorate for further overtime work, except in cases where similar work is not expected to recur or if the Cabinet of Ministers has declared a state of emergency or exceptional situation.

Overtime Work and Normal Working Time

According to Article 136, Part 1 of the Labor Law, overtime work is defined as work performed beyond the standard working hours set for the employee.

The Labor Law specifies the definition of normal working time. According to Article 131, Part 1, the normal daily working time for an employee must not exceed eight hours, and the normal weekly working time must not exceed 40 hours. Daily working time, as understood by the Labor Law, refers to the working hours within a 24-hour period.

Furthermore, Article 131, Part 3, states that for employees whose work involves special risks, the normal working time must not exceed seven hours per day and 35 hours per week if they are engaged in this work for at least 50 percent of the normal daily or weekly working hours.

Special risk work refers to work associated with increased psychological or physical strain or elevated risks to the employee's safety and health that cannot be eliminated or reduced to acceptable levels through other occupational safety measures. Employees exposed to special risks are determined by the employer (or occupational safety specialist) based on the results of the risk assessment of the work environment.

According to Article 131, Part 2 of the Labor Law, if the daily working time on any workday is shorter than the normal daily working time, the normal daily working time can be extended on another workday within the same week, but not by more than one hour. In such cases, the rules regarding the length of the weekly working time must be observed. For example, if on Monday the employer or employee needs to work only 6 hours, the employer can extend the working day by up to one hour on other days of the week, such as working 9 hours on Wednesday and Thursday. In situations specified in Article 131, Part 2, the employer must adhere to the weekly working time rules, meaning that if the weekly working time exceeds the normal weekly working time, overtime work is recognized.

Overtime Work and Shift Work

According to Article 139 of the Labor Law, if it is necessary to ensure continuous operations, the employer, after consulting with employee representatives, establishes shift work. In such cases, the duration of each shift must not exceed the standard daily working time for the relevant category of employees.

One shift replaces another according to the schedule specified in the shift roster. If a shift is not replaced at the scheduled time, the employee who has not been replaced is obligated to continue working if interrupting the work is not permissible. The employee must immediately inform the employer about the continuation of work. Time worked beyond the end of the scheduled shift is considered overtime.

Overtime Work and the Organization of Accumulated Working Time

According to Article 140, Section 5 of the Labor Law, in cases of accumulated working time, any work performed by the employee beyond the normal working hours established for the review period is considered overtime work.

Therefore, in the context of accumulated working time, the identification and compensation for overtime work are done at the end of the review period. For example, if the accumulated working time review period is set to three months, the compensation for overtime work will be calculated at the end of this period. During a single month of the review period, the employee may have worked more hours than the normal working hours for that calendar month; however, these hours may be balanced in the following month. Under such circumstances, overtime work might not be considered by the end of the review period.

Key elements in accumulated working time organization are the review period and the work schedule. When creating the schedule, the employer must balance the employee's working and rest time according to the normal working hours established for that employee over the review period. The organization of accumulated working time is tied to normal working hours, so the employee's actual working time is compared with the normal working hours established for the employee—8 or 7 hours per day, 40 or 35 hours per week. This principle of applying normal working hours is well-established in legal practice.

If an employee has a justified absence, such as vacation, sick leave, etc., this time is not included in the normal working hours. To calculate the individual amount of normal working hours that the employee should have worked in the review period to avoid overtime, the time of justified absence should be subtracted from the total normal working hours for that review period.

If, during the review period, the number of hours worked by the employee exceeds the employee's normal working time, overtime work is identified.

Example: If an employee starts work on August 3, 2021, but is on sick leave from August 25, 2021, the employee has accumulated working time with a review period of one month. During this period, the employee actually worked 144 hours.

To determine the normal working hours for this period from August 3, 2021, to August 31, 2021, the total normal working hours are 168 hours. Since the employee was on sick leave from August 25, 2021, to August 31, 2021, which corresponds to 40 normal working hours, these should be subtracted from the employee’s normal working hours for this period.

Thus, the normal working hours for the period from August 3, 2021, to August 24, 2021, are 128 hours (168 hours - 40 hours), which the employee should have worked to avoid overtime. The employee actually worked 144 hours.

Therefore, the overtime hours are calculated as follows: 144 hours - 128 hours = 16 overtime hours.

Part-Time Work and Overtime

According to Section 134 of the Labor Law, which does not limit the possibility for employers and employees to agree on a part-time employment contract, if an employee's part-time work is set at 4 hours a day, any work performed beyond those 4 hours but within the normal daily working hours limit defined in Section 131 of the Labor Law is not considered overtime. Overtime is only considered for work performed beyond the normal working hours.

Additionally, it is important to note that employing an employee beyond the agreed part-time hours is permissible if the employer and employee have agreed to this in writing (Section 134, seventh part).

Restrictions on Overtime Work

The Labor Law establishes restrictions on overtime work to ensure that employees have adequate rest and recovery time.

According to Section 136, Paragraph 5 of the Labor Law, overtime work should not exceed an average of eight hours within a seven-day period, calculated over a reference period that does not exceed four months.

This provision means that employees can work up to an average of eight hours of overtime per week. "Average" means that in one week, an employee might work more than eight overtime hours, while in another week, they might work fewer than eight overtime hours. Compliance with the eight-hour overtime limit is assessed at the end of the reference period by summing the total overtime hours worked during the reference period and dividing by the number of weeks within that period.

According to the State Labor Inspectorate, the reference period should be adjusted to the employee's agreed working time, namely:

- If the regular working time is agreed upon, the overtime reference period is one month.
- If a cumulative working time organization is agreed with a reference period from one to four months, the reference period for overtime work is accordingly from one to four months.
- If a cumulative working time organization is agreed with a reference period longer than four months, the reference period for overtime work is four months.

The number of overtime hours an employee is entitled to work according to Section 136, Paragraph 5 of the Labor Law, in a reference period not exceeding one month is calculated as follows:

For example, in a one-month period from 01.09.2021 to 30.09.2021, there are 30 calendar days. Therefore:

30 calendar days in one calendar month / 7 calendar days per week = 4.28 calendar weeks in one calendar month

4.28 calendar weeks in one calendar month × 8 permissible overtime hours per calendar week = 34.24 permissible overtime hours in one month.

Thus, from 01.09.2021 to 30.09.2021, an employee should not be assigned more than 34.24 overtime hours, provided that the employee has not been absent.

In cases where there has been justified absence during the reference period, the time of justified absence reduces the number of normal working hours and affects the calculation of overtime. Calendar days of justified absence should be subtracted from the reference period's calendar days, and permissible overtime hours within the seven-day period should be determined based on this adjusted timeframe.

Compensation for Overtime

Employees are entitled to additional payment for overtime work in accordance with the Labor Law. The compensation for overtime work includes:

Monetary Compensation:

- Basic Rate: Employees are entitled to an additional payment of at least 100% of their standard hourly or daily wage rate for overtime work, as stipulated in Article 68, Paragraph 1 of the Labor Law. If the employee is on a piecework (piece rate) basis, the overtime compensation must be at least 100% of the piecework rate for the amount of work done.

Collective Bargaining Agreements:

- The collective labor agreement or individual employment contract may specify a higher overtime payment than the minimum required by law.

Paid Time Off as Compensation:

- According to Articles 136, Paragraphs 9, 10, and 11 of the Labor Law, employees and employers can agree that overtime pay can be substituted with paid time off. This paid time off should correspond to the number of overtime hours worked and the conditions for granting such time off.

Timing for Paid Time Off:

- If overtime pay is substituted with paid time off, the time off must be granted within one month from the day the overtime work was performed. For employees under a summation work schedule, the paid time off must be granted in the next accounting period but no later than three months. The paid time off can be combined with the annual paid vacation, if agreed upon by both the employee and the employer, deviating from the general provisions.

Termination of Employment:

- If the employment relationship ends before the paid time off can be utilized, the employer must pay the corresponding overtime compensation instead.

This ensures that employees receive fair compensation for overtime work, either through additional pay or equivalent paid time off.

Various Questions:

In my employment contract, the section about working hours states that “the employee has been assigned summated working hours.” Has the employer set my working hours in accordance with the law?

According to Section 40, Part 2, Point 7 of the Labour Law, the employment contract must specify the agreed daily or weekly working hours. From Chapter 31 of the Labour Law, which regulates the general provisions of working time, it follows that the employment relationship is to be established by specifying either normal or part-time working hours. Thus, it should be noted that summated working hours (as well as shift work) are not considered an independent type of working time, but rather a method of organizing working time.

Therefore, it is emphasized that the Labour Law requires the employer to specify in the employment contract the exact number of working hours per day or week that the employee can expect.

Is there a minimum number of hours specified by law that must be worked per week or month for part-time work?

The legal relationship between the employer and the employee is established based on the employment contract. The employment contract must include the information specified in Section 40, Part 2 of the Labour Law, including the agreed daily or weekly working hours (to be specified as a specific number of hours per day or week) if the employee's work schedule is fully or predominantly predictable. Conversely, if part-time work is agreed upon and the work schedule is not fully or predominantly predictable, it should be stated that the work schedule is variable, and it should include information about the agreed working time that constitutes the guaranteed paid work time within the month, as well as information on when the employee can or must perform work and the minimum notice period before starting or canceling work.

According to Section 134, Part 1 of the Labour Law, the employer and employee may agree on part-time work that is shorter than the normal daily or weekly working hours. The Labour Law does not specify a number of hours per day or week for part-time work as it does for normal working time. Therefore, if the employee and employer agree on part-time work, the employment contract must specify the exact amount of this part-time work, which is any amount of working hours shorter than the normal daily or weekly working time.

I have 2 children, both in kindergarten. Can I request part-time work from my employer? For example, if I currently work until 6:00 PM, can I request to work until 4:00 PM?

According to Section 134, Paragraph 2 of the Labor Law, an employer must establish part-time work if requested by a pregnant woman, a woman in the postpartum period up to one year, or if the woman is breastfeeding—throughout the breastfeeding period, an employee with a disability, an employee with a child under 14 years of age or a child with a disability up to 18 years of age, or an employee whose care responsibility includes an adult person with a disability from childhood who requires special care.

Thus, according to Section 134, Paragraph 2 of the Labor Law, you have the right to request that your employer establish part-time work for you. You can decide the number of hours or days per week. The part-time work arrangement must be agreed upon in writing by amending the employment contract. Based on Section 134, Paragraph 2 of the Labor Law, the employer cannot refuse your request.

It should be noted that if part-time work is established, the salary may be reduced proportionally to the reduction in working hours. Specifically, regarding the payment of wages for employees working normal or part-time hours, it should be noted that according to Section 62, Paragraph 2 of the Labor Law, wages are calculated based on the actual hours worked or the actual amount of work performed. Therefore, employees working part-time may receive a proportionally lower salary compared to an employee working full-time (which is objective, as employees do not work the same number of hours).

In the company, during the summer break, a 16-year-old minor works five days a week and seven hours a day. Does his working hours need to be reduced before public holidays?

According to Section 135 of the Labour Law, the working hours must be reduced by one hour before public holidays, unless a shorter working time is specified in the collective labor agreement, work regulations, or employment contract for employees working standard hours. Considering that the normal working time for minors aged 15 to 18, according to Section 132, Paragraph 3 of the Labour Law, is seven hours a day or 35 hours a week, the working hours for a 16-year-old minor must be reduced by at least one hour before public holidays.

Do employees with a summed work schedule or part-time work also need to have their working hours reduced before public holidays?

Article 135 of the Labor Law applies to employees working a normal work schedule. The provisions of Article 135 regarding the reduction of working hours by one hour before public holidays cannot be applied to employees with part-time work. For employees working under a summed work schedule, the shortened working hours on a specific day before a public holiday may not be applicable if the company needs to ensure continuous operations. However, it should be noted that the total working hours for these employees over the reporting period must not exceed the normal working hours specified for the employee.

If the collective labor agreement in the company stipulates a reduction of working hours by 2 hours before public holidays, from which hour does overtime work begin?

If the collective labor agreement specifies that the working hours before public holidays should be reduced by two hours, this condition should be considered when determining the employee's normal working time per day, week, or reporting period, depending on whether the employee has a regular working time, shift work, or a system of aggregated working hours.

Are there legal restrictions on working hours when working a side job?

I want to work another job alongside my existing one (there is an opportunity for a side job). My current employment contract does not include a prohibition on doing so. What is the maximum workload I can have for the side job? Are there any restrictions on how many jobs I can combine or how much workload I can handle, as long as no employer has any objections and I am able to perform all my duties?

The Labor Law does not use the term “workload.” The agreed daily or weekly working hours should be specified in the employment contract as a specific number of hours per day or week. The agreed daily or weekly working hours must not exceed the standard working hours set by Section 131, which is eight hours per day and forty hours per week.

It should be noted that the Labor Law does not specify working hour limitations for side jobs. Additionally, the working hours for a side job with different employers are not combined (the only exception is specified in Section 132, paragraph 5, regarding persons under 18 years of age—if such persons are employed by multiple employers, their working hours are combined and must not exceed the standard working hours set for those under 18).

Are unjustified absences counted during the probation period?

When signing an employment contract, the employer can set a probationary period to assess whether the employee is suitable for the job. The probationary period should be specified in the employment contract. During the probationary period, temporary incapacity for work and other periods when the employee was not working due to justified reasons are not counted. However, unjustified absences by the employee are counted during the probationary period.

How many hours per month is an employee allowed to use their working hours for personal needs (such as doctor's visits, short-term absences, etc.) while still retaining their salary according to the Labor Law?

According to the terms of the employment contract, the employee must attend work during the specified working hours and perform the duties agreed upon in the contract.

Article 147 of the Labor Law outlines situations in which an employee has the right to temporary leave. The employee must notify the employer in advance of the temporary absence. The Labor Law does not define the term "temporary," so each case must be evaluated individually to determine if the duration of the employee's absence is reasonable for the specific event. Therefore, the Labor Law does not specify a concrete term for the use of temporary leave.

According to Article 147 of the Labor Law, the employer must provide the opportunity for a pregnant employee to leave the workplace to undergo a health examination during the prenatal period if such an examination cannot be done outside working hours. Additionally, an employee responsible for a child up to 18 years old has the right to temporary leave in the event of the child's illness or accident, as well as to attend the child's health examination if it cannot be done outside working hours.

It is important to note that the Labor Law does not specifically address doctor visits during working hours in other cases. If, in cases not specified by law, an employee needs to visit a doctor during working hours or requires other types of leave, this is a matter of mutual communication between the parties.

The employer may establish rules of conduct and other regulations concerning workplace order in the internal regulations. Therefore, the employer has the right to regulate the employee’s conduct in such cases of temporary leave within internal regulations. This way, the employee is clearly aware of their duties and rights, including how to inform the employer and what documentation (e.g., a doctor's certificate) is needed to substantiate the absence.

Additionally, it should be noted that the Labor Law does not impose an obligation on the employer to pay for the employee's temporary leave. However, the employer and employee can agree on the payment for temporary leave. Thus, internal regulations or the collective agreement may specify whether the employer will pay for this period of temporary leave.

I work as a caregiver. The clients live at different addresses. Does the time spent traveling between clients count as part of my working hours?

According to Article 130, part 1 of the Labour Law, working time is defined as the period from the beginning to the end of work during which the employee performs work and is at the employer's disposal, excluding breaks. The start and end of working time are determined by the work rules, shift schedules, or the employment contract. According to Article 141 of the Labour Law, rest time is the period during which the employee is not required to perform their duties and can use it at their discretion. Rest time includes work breaks, daily rest, weekly rest, public holidays, and vacations.

The provisions of the Labour Law regarding working time are developed with reference to the European Parliament and Council Directive 2003/88/EC of 4 November 2003 concerning certain aspects of the organization of working time (hereinafter referred to as the Directive).

Article 2 of the Directive states that working time is any period during which the worker is working for the employer and carrying out their duties in accordance with national laws and/or practices. Rest time is any period that is not working time. The Court of Justice of the European Union has indicated that the concept of working time in the Directive is contrasted with the concept of rest time, as they are mutually exclusive.

The European Commission, referring to the text of Article 2(1) of the Directive, the case law of the Court of Justice of the European Union, and European Commission documents, has clarified that whether specific periods are considered working time is determined by three complementary criteria:

1. **The worker is working** - This first criterion corresponds to the condition that the worker is at work or at their place of work. The decisive factor for determining the concept of working time is that the worker is required to be physically present at a location determined by the employer (the employer's location does not necessarily have to be the workplace). In certain cases, such as for workers without a fixed workplace, travel time is considered working time because the working time of these workers is not limited to the time spent in the employer's premises or client premises.

2. **The worker is working for the benefit of the employer** (is at the employer's disposal) - The determining factor in this regard is that the worker is available to the employer and can immediately provide the necessary services if needed. Working for the benefit of the employer means being in a legal situation characterized by the fact that, regardless of the location, the worker is subject to the employer's instructions and organizational authority. In other words, it refers to the time during which the worker is legally obligated to comply with the employer's instructions and work for their benefit.

3. **The worker is carrying out their duties or performing their tasks** - For this third criterion, it is important to note that neither the intensity of the performed activities nor the interruptions in the activities is significant.

If a period does not meet these criteria, it is considered rest time. Additionally, to determine whether specific periods are considered working time, factors related to the employee's position (the agreed work) and the nature of the workplace—whether it is fixed or variable—must also be considered. In cases where an employee does not have a fixed workplace, travel time is included in working time and is compensable. This situation applies, for example, to caregivers, equipment installers, etc. Therefore, it seems that your travel time between clients would be considered working time. However, it should be noted that each situation must be evaluated individually.

https://www.vdi.gov.lv/en/working-hours