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EUROPEAN SOCIAL CHARTER

Comments submitted by

Free Trade Union Confederation of Latvia (LBAS) concerning the 10th National Report on the implementation of the European Social Charter

submitted by

THE GOVERNMENT OF LATVIA

Articles 2, 3, 4, 5, 6, and 20

Comments registered by the Secretariat

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To the Secretariat of the European Social Charter

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LBAS observations regarding implementation of ratified provisions of the Revised European Social Charter

Free Trade Union Confederation of Latvia (LBAS) would like to provide comments regarding ratification of the provisions of the Revised European Social Charter (Charter) in Latvia (group 1).

Prior to commenting on the selected Group 1 provisions of the Charter (concerning labour rights) LBAS would like to make the following remarks on the start of the new reporting system introduced by the decision of the Council of Europe's Committee of Ministers of 27 September 2022. LBAS associates itself with the 'Legal Opinion' elaborated by the ETUC on the question whether new reporting system is in conformity with Article 21 European Social Charter 1961 and would like to draw the attention of the European Committee of Social Rights (ECSR) to it. It expresses the sincere hope that this will contribute to make the supervisory reporting system in legal and factual terms efficient.

Regarding Article 2 The right to just conditions of work

Article 2§1 of the Charter provides that with a view to ensuring the effective exercise of the right to just conditions of work, the Parties undertake to provide for reasonable daily and weekly working hours, the working week to be progressively reduced to the extent that the increase of productivity and other relevant factors permit.

(1) Article 140 of Labour law states, that 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. So formally, an employee cannot be employed for more than 56 hours a week.

LBAS draws attention that in practice, there is a negative tendency for workers to have several employment contracts with different companies, but work in the same company, so that the employer does not have to pay overtime or react to the breach the maximum weekly working time.

(2) Regarding regulation of on call time LBAS draws attention to the recent case law that interprets on call time as work organisation pattern within the framework of Latvian labour law.

The Administrative District Court in its judgment of 6 February 2024 in the case No A420185622 analysed labour dispute regarding accounting of working time of a border guard officer who

performed his official duties on a mission on board a ship. The Court assessed which period of time was to be regarded as working time and which as rest time. The Court found that the applicant was not obliged to be at the employer's disposal, at a particular place of duty and to perform his duties during rest and break periods. In other words, the applicant was not on "standby" duty on the vessel. Consequently, the applicant's argument, that all the time he spent on board the vessel on a mission at sea qualifies as working time, must be rejected as unfounded.

The court made the following findings:

- If the worker is at the disposal of his employer, as far as he needs to be reachable, the worker may organise his/her time less restrictively and devote it to own interests; in such a case, only time related to the actual provision of services is to be regarded as working time ("on call") (Senate judgment of 18 June 2020 in case No SKC- 577/2020). It follows from the above that working time is the period from the beginning of working time until the end of working time when the employee is at the employer's disposal and is actually performing duties.
- The time and rest periods, including breaks, during which border guards perform their duties are regulated by the Law on the Course of Service (Law on the Course of Service of Officials with Special Service Ranks Working in Institutions of the System of the Ministry of the Interior and the Prison Administration). Section 26(1) of this law provides that the period of performance of official duties within the meaning of the law is the period during which an official performs official duties or is at the disposal of the authority at the place designated by it for the performance of official duties and duties.
- The decisive factor for the status of working time is the obligation of the employee to be physically present at the place designated by the employer and to be available to the employer in order to be able to provide the relevant services immediately if necessary.
- If, on the other hand, the worker is at the disposal of his employer, as far as he has to be accessible, the worker may organise his time in a less restrictive way and devote it to his own interests. In such a case, only the time involved in the actual provision of services is to be regarded as working time.
- Physical presence at the place designated by the employer is only one of the circumstances indicating that the official is at the employer's disposal. In addition to this condition, in order to be considered to be at the disposal of the employer, it must be established that the official must be available to the employer and be ready to start performing official duties without delay. Only the combination of all these circumstances gives rise to a presumption that the official is at the employer's disposal and, as a result, is performing official duties.
- The applicant is not obliged by the internal rules of the institution to be physically present at a place determined by the employer and to be at the employer's disposal at all times, but his physical presence at the employer's disposal is linked to the specific nature of his service on board the vessel. In other words, being in a confined space (on board the ship) did not automatically mean that the applicant had to be available to the employer at all times in order to be able to provide the relevant services immediately, if necessary, i.e. to be 'on standby'.
- If, because of the nature of the workplace itself, it is practically impossible for the worker to leave the workplace after work, only those periods during which he is subject to objective and very substantial restrictions, such as the obligation to be immediately available to his employer, should automatically qualify as 'working time'. The exception is those periods

during which the impossibility of leaving his place of work results not from such an obligation but solely from the specific nature of that place.

- A period of on call time during which a worker can plan his personal and social activities, taking into account the reasonable time available to him to resume his professional activity, is not a priori to be regarded as 'working time'.
- Time which a person may use exclusively for his personal pursuits, even when on standby, is not working time. Consequently, if a person is given time in which to pursue his or her own interests, that time does not count as working time.
- The applicant was free to use the rest time and break time as he wished. It should also be noted that, unlike the prohibition imposed on officials of the State Fire and Rescue Service to leave the place of duty during a break and to use that time for their own purposes, no such prohibition can be found for the applicant in the present case.
- It should also be noted that the applicant is not on standby duty, but because of the nature of the duty (the applicant is on board a ship), the applicant must also use the time for rest on board the ship and not in any other way. It is not denied that there are more opportunities for spending rest time outside the ship. However, the applicant had to take such use of rest time into account when going on the mission.

Further, the Zemgale District Court, in its judgment of 9 April 2021 in the case No C73557320, analysed a dispute in which an employee brought an action for overtime pay because he considered that, in the performance of his duties as a house officer (house attendant), the hours of house duty should be counted as working hours and recognised as overtime.

The employer, on the other hand, submits that home duty is on-call time, which is not working time, only active duty time, when work is actually being done, counts as working time.

By concluding the House attendant duty agreement, the parties have agreed that the employee will perform additional duties, namely those of a home duty officer. In the present case, there is a dispute between the parties as to whether the time spent on home duty is to be counted as working time and is to be regarded as overtime.

The Court found that the employer had not obliged the employee to be at a particular place during the on-call period and had not fixed the time at which he was to arrive. The employer had stipulated that the employee must be on call. The Court therefore found that the employee had to be reachable and have no other duties to perform during the time he is on duty as a house officer. The Court rejected the employee's claim and held that an employee is free to act while on duty, even if he has to be reachable while on duty, and that only time spent by the employee in the performance of his duties is to be regarded as "working time".

The Court made the following findings:

- there is a distinction between whether the employee is performing work under on call system or physically present at a location determined by the employer and available to the employer to provide the relevant services immediately if necessary.
- In the case in question, the employee is not physically present at the place of work when performing the duties of a home duty officer, but must be reachable.
- It is therefore established that the employee is on call and organises his time in a less restrictive manner and devotes it to his own interests.

- The fact that the worker is not at the workplace and is within reach of the employer is not the only criterion to be assessed in determining whether on-call time counts as working time. Other obligations of the worker, such as the time within which he is required to be at the employer's beck and call, must also be assessed.

LBAS therefore draws attention that the case-law goes in the tendency to refusing to recognise on call time as working time disregarding the fact that worker has to be reachable by the employer and therefore cannot enjoy his or her rest time according to one's own needs and at one's own discretion.

Regarding Article 3§1 Health and safety and the working environment

LBAS would like to highlight that legal regulation is established and is based on the determination of work environment risks and the adoption of special separate legislative documents is not urgently necessary. However, in LBAS opinion, it is necessary to resolve the issue of social insurance of domestic workers and self-employed persons for accidents at work and occupational diseases, since this is not the case in the existing regulatory framework.

Additional discussions are necessary in order to asses necessity for specific health and safety provisions to protect workers in the gig or platform economy, in jobs characterised by stress, physical and emotional violence or traumatic situations at work.

Article 3§2 of the Revised Charter

LBAS draws attention that the determination of work environment risks is the duty of the employer and also includes self-employed persons after the latest legislative amendments. This duty covers also employees who work in remote work (telework). However, accessing workers private accommodation in order to assess the risks of the work environment creates challenges. Therefore, the assessment in practice is often incomplete.

Article 3§3 of Revised Charter

The regulatory framework is adopted, however, additional discussions with social partners are necessary in order to asses necessity for specific health and safety provisions to protect workers in the gig or platform economy and teleworkers. In this situation, it is important to draw up the relevant employment contracts in order to clearly identify, for example, the place of work performance.

In the case of posted workers, employer has to apply the health and safety legal regulation (for example, the legislative acts regarding investigation of work-related accidents) of the country where worker is posted to. At the same time employer has to apply the social security regulation of the country of origin, for example the social security in relation to sickness benefits or occupational illnesses. Efficient enforcement of the co-application of two country legislative acts poses challenges and requires good cooperation between authorities.

Regarding Article 4§3 Right of men and women to equal pay for work of equal value

Section 7 of the Labour Law defines that everyone has an equal right to work, to fair, safe and healthy working conditions, as well as to fair remuneration. At the same time according to the Central Statistical Bureau of Latvia in 2023 the average hourly gross earnings of women were

16.5% lower than those of men. The indicator has decreased since 2020, but does not reach 2011 level, when it was equal to 12%.

Job classification is set by Rules No 264 “Regulations on the Classifier of Professions, basic tasks corresponding to the profession and basic qualification requirements”. From the point of view of trade unions, the rules are not very effective because too many professions are covered.

Remuneration system is regulated only in public sector and not directly linked to the equal pay principle. The principles of remuneration in public sector are regulated by the Law on Remuneration of Officials and Employees of State and Local Government Authorities and defines 17 groups of monthly wages which are equal for everyone.

In addition, LBAS would like to underline that there is an unreasonably short deadline for bringing an action for unequal pay which is a challenge in enforcing equal pay for work of equal value. Section 60 (3) of Labour Law provides that, in case an employer has violated the obligation to ensure equal remuneration for men and women for the same kind of work or work of equal value, the employee has the right to request the remuneration that the employer normally pays for the same work or for work of equal value and bring the action to court within a three-month period from the day he or she has learned or should have learned of the violation.

In its judgment in the case SKC-78/2018, C32258014 of 6 April 2018, the Supreme Court pointed out that by missing the 3 months term specified in Section 60 of the Labour Law, a person loses the opportunity to establish a violation of equal treatment committed by the employer and request compensation.

LBAS would like to draw attention to the fact that the term for bringing a claim for unpaid wages is two years (Section 31 of the Labour Law). This means that employees who have not been paid a salary can submit a claim within two years, at the same time, employees who have learned that the principle of equal pay has been violated are forced to act within a much shorter period - only 3 months. In this situation, the rules for bringing a claim against discriminated workers are less favourable than those for non-payment of wages.

The experience of LBAS shows that employees, due to various reasons, rarely choose to conflict with employers and initiate litigation during the employment relationship. Claims are most often made when the employee has "nothing to lose" and the employment relationship is terminated.

Short time limits for bringing a claim could be considered proportional in situations when the employment relationship has not yet started (violation of Section 34 of the Labour Law - 3 months) or the employment relationship is terminated (Section 48 of the Labour Law - 1 month). However, in situations where violations of equal treatment occur during the employment relationship, in LBAS views, longer terms for bringing a claim should be provided.

Therefore, LBAS proposes to extend the period within which an employee may bring a claim for violation of equal pay from the current 3 months to 2 years (from the day when he or she became aware or should have become aware of a violation) by making respective amendments to express Section 60 of the Labour Law.

Regarding Article 5 The right to organise

LBAS would like to provide several comments regarding enforcement of trade union rights and protection of trade union representatives in practice. Trade union rights are guaranteed in various legal instruments in Latvian law as provided by the Government report. At the same time the

examples from practice show that these rights cannot always be realised and protected in practice even if the employer is a public owned company. For example, the European Court of Human Rights (ECtHR) in the case of *Straume v. Latvia* (Application No. 59402/14,[1] found a violation of the Articles 11 and 6 of the European Convention for the Protection of Human Rights and Fundamental Freedoms Human Rights (ECHR). The ECtHR found a grave violation of trade union rights in the situation when trade union leader was severely punished and dismissed for protecting rights of trade union members by a public company.[2] However, when executing the ECtHR judgement in Latvia, there was no reopening of the domestic procedures and even less the reinstatement of the applicant by the public owned company on her various requests.

The Government in its Revised Action report on the execution of the judgment[3] considers that the ECtHR judgement has been properly executed, however, in practice LBAS concludes that the wrongdoing and damage suffered by the trade union leader has not been corrected. For LBAS as trade union organisation this case is of utmost importance. In trade union terms, the failure to reinstate trade union representatives and even more trade union leaders having been dismissed for trade union activities which are in accordance with Article 11 of the ECHR amounts to anti-union discrimination and has to be remedied effectively. LBAS being national level trade union organisation would like to stress that the fact that the case has been denied to be reopened creates damaging effect on the trade union movement as a whole. The ECtHR concluded that the harm caused to the applicant was in itself capable of having a frightening effect on the members of the trade union, for instance, by requiring them to sign statements, threatening them with suspension, forcing them to distance themselves from the trade union and from trade union leader.[4] The fact that an elected trade union leader can be subject to unfair sanctions and dismissed from the only workplace where he or she can exercise his or her professional activity has a deterrent and intimidating effect on Latvian workers, trade unionists and potential members. In addition to the intimidating and discouraging effect of joining a trade union, there is also a side-effect: the trade union in question (and possibly any other trade union) loses credibility and finds it difficult to maintain its existing membership or, even more, to find new members.

In LBAS views, there has been no reason to refuse to reopen the case on national level and reinstate the dismissed trade union leader. Without reopening of the case, the employer, whose actions were found violating the freedom of association, is left without any responsibility and this situation sets an example for other companies (in particular, considering that this is a state-owned company) that freedom of association is easy to be circumvented.

The signals arising from the case show to other trade union leaders and members in Latvia that by protecting rights of trade union members and standing against the employer you can seriously risk your professional realisation without possibilities of protection and rectifying the harm done. In this way the public authorities and the judicial system by denying to reopen the case fail to fulfil their obligation to guarantee the meaningful and effective nature of trade union rights, by ensuring that disproportionate penalties do not deter trade unionists from seeking to express and defend the interests of their members.

[1] The ECtHR judgement in the case *Straume v. Latvia* of 2 June 2022; application No. 59402/14.
[2] The employer in the case SJSC "Latvijas Gaisa Satiksme" is the public company (financially and in terms of supervision of the Ministry of Transport of the Republic of Latvia)
[3] Revised Action report of the Government of the Republic of Latvia on the execution of the judgment of the European Court of Human Rights in the case of Straume v. Latvia (Application No. 59402/14), 24 April 2024.
[4] The ECtHR judgement *Straume v. Latvia*, ibid., paras. 111.

In June 2024 LBAS submitted communication regarding the Action Report of the Government of the Republic of Latvia on the execution of the ECtHR judgment in the case of *Straume v. Latvia*[5] objecting to the conclusions by the Government of Lavia.

Finally, LBAS would like to underline that the liability for such trade union rights violations should be introduced in Latvian law to ensure effective protection of trade union rights. Latvian legal system does not provide criminal liability for acts that took place in the case *Straume v. Latvia* and which were mentioned by the ECtHR as pressure against trade union members creating chilling effect, in particular, "*requiring them to sign statements under the threat of suspension, pressuring them to distance themselves from the Trade Union letter and the applicant, and calling for the Trade Union's leadership to be changed."*[6] In 2023 LBAS submitted a proposal to the Ministry of Justice to introduce administrative and criminal liability for the mentioned trade union rights violations. There has been no decision to introduce liability.

In addition, in LBAS views, it is important to keep protection of trade union members against the unfair dismissal provided by the Labour Law. Section 110 of the Labour Law Section 110 currently prohibits employers 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. This is a unique social clause and right provided by Latvian labour law and not existing in other EU member states that gives efficient protection for trade union members against discrimination and also works as a "filter" against unfair dismissal in the system with no litigation bodies (special courts) specialised on labour rights. Unfortunately, this provision is under discussion to be deleted on the strong initiative by employers. This is strongly objected by LBAS. LBAS has provided proposals to improve efficiency of labour dispute resolution considering that deletion of labour provision as such is not proportionate and there are other instruments to improve the situation.

Furthermore, LBAS would like to draw attention to two alarming aspects deriving from recent national case law.

In the decision of the Senate of the Republic of Latvia of 14 March 2025 in the case No A420146920, SKA-7/2025 the Court confirmed the previous decisions made by the courts of first and second instances that recognised that general practitioners, who provide primary health care services paid by the state, are employees within the meaning of Article 108 of the Satversme that guarantees freedom of association and the right to collective bargaining. The Court confirmed that the association of general practitioners not being registered as trade union is an authorised representative of the workers and is to be treated as a trade union for the purpose of ensuring the right of general practitioners to free collective bargaining.

The Court concluded that "*In general, trade unions must comply with national laws and regulations. For example, according to Article 9 of the Law on Trade Unions in Latvia, trade unions must be registered, indicating their field of activity (trade union) and legal form (trade union, independent trade union unit, trade union association). The European Court of Human Rights has not found the obligation to register trade unions per se to be incompatible with Article 11 of the Human Rights Convention. Article 11 and has even held that a prohibition on the registration of trade unions for certain groups of workers may be compatible with the Human Rights Convention if the representatives of the group concerned are provided with an adequate*

[5] Communication by the Free Trade Union Confederation of Latvia regarding Action report of the Government of the Republic of Latvia on the execution of the judgment of the European Court of Human Rights in the case of Straume v. Latvia (30/05/2023, Application No 59402/14).
[6] The ECtHR judgement *Straume v. Latvia*, para 111.

opportunity to defend their interests in other ways (paragraphs 73-75 of the judgment of the European Court of Human Rights of 16 June 2015 in Manole and "Romanian Farmers Direct" v. Romania, Application No. 46551/06) […].

"[…] Although the Court did not fully assess the right of the association to participate in collective bargaining as an authorised representative of the workers, this did not affect the outcome of the case on the merits, since the association is treated as a trade union for the purpose of ensuring the right of general practitioners to free collective bargaining. The Court was therefore right to impose an obligation on the Cabinet of Ministers to bargain collectively with the Association."

LBAS would like to draw attention that, while the judgment of the Court includes important findings regarding the right to collective bargaining, there are concerns that equalising non-governmental organisation to the registered trade union causes risk to "watering down" trade union rights and reducing the value of trade union role. Recognising non-governmental organisation as a trade union without requirements to register as trade union or fulfil obligations attributed to trade union might open avenues for potential circumvention of the legal framework regulating trade union work.

Finally, it is important to improve capacity and expertise on trade union rights of the State Labour Inspectorate, as well as actors involved in litigation proceedings to facilitate enforcement of trade union rights and in particular protection of trade union representatives.

Regarding Article 6 – The right to bargain collectively

LBAS has previously highlighted the historically developed practice in Latvia rereading setting labour law standards by legislative acts rather than by collective agreements. As a result, various aspects of labour law are comprehensively provided by legislative acts. In addition, in practice, employers refuse to conclude collective agreements, explaining that provisions improving working conditions are defined in other internal regulations of the employer. Therefore, it is critical to determine the terms and standards that can be exclusively regulated only in collective agreements.

Furthermore, taking into account the fact that the law provides for favourability principle and does not allow to worsen employment conditions by a collective agreement, in the course of collective bargaining negotiations, trade unions and employers can agree only on conditions that are higher and more favourable than those already stipulated in the law. However, collective bargaining often leaves little to be agreed upon, and this does not encourage employers to enter into collective agreements.

Taking into account the fact that historically the creation of the labour law system was dominated by the creation of rights through the tripartite social dialogue, in order to promote the development of collective agreement negotiations and labour legal regulation through collective bargaining, it is necessary to continue to expand the autonomy of social partners in legislative acts. Namely, it is necessary to expand the right to derogate (opt-out) from the labour law standard provided for in the labour laws by collective agreement, while maintaining the general level of protection of employees. This means that, in case it is necessary to establish a new or amend an existing labour law standard, it should be left to be regulated in a collective agreement (not in law), without reducing the overall level of protection for employees. Compliance with the general level of protection of employees, in turn, means that the deviation is determined in a safe way for the interests of employees, so the deviation is of a limited nature, that is, in relation to a certain employment rule (a specific section of the Labor Law), and it has a compensatory nature, that is, a

reduction of the rights of some employees is compensated by granting other rights or benefits according to the specifics of the profession, industry or region.

Another important aspect in allowing derogation is the determination of the collective bargaining party. According to LBAS, only trade union can be entrusted with the opportunity to reduce standards provided by labour laws. Trade union, in comparison to authorized employee representatives (the second workers' representation model in Latvia), is an independent legal entity whose activities are controlled by the public authorities and regulated by laws, decisions of executive bodies and statutes. Trade union has access to the political, knowledge and expertise support of industry and national level trade unions. On the other hand, authorized employee representatives do not enjoy this type of support, and in practice, they are usually representatives appointed by the employer who formally perform the functions of employee representation, while in reality ensure interests of the employer. Thus, concluding collective agreements with authorized employee representatives artificially increases the number of collective agreements, but in essence the purpose of concluding collective agreements, freedom of association of employees and freedom of expression of opinions is not achieved. In LBAS practice, collective agreements with employee representatives are concluded with only one purpose, namely to optimize employers' expenses, and not to protect workers rights and interests.

Therefore, to facilitate collective bargaining, it is primarily necessary to change this approach, both politically, in law and in practice, allowing the opt out from labour law standards only by collective agreement concluded with a trade union, while maintaining the general level of protection of employees (compensatory nature).

In addition, in the regulatory acts it would be necessary to establish benefits, which can only be provided for in collective agreements, for example, the amount of overtime pay, remuneration during idle time, payment of study leave.

In LBAS opinion, the following measures at the national level and corresponding amendments to legislative acts are necessary to increase coverage of collective bargaining and facilitate implementation of collective bargaining in practice:

1. to continue to expand the autonomy of social partners in legislative acts (dispositivity (opt-out)) clauses, provided specifically in the law on particular labour standards and allowing to deviate from this particular labour standard provided in law by collective agreement concluded with trade union, while maintaining the general level of protection of employees (compensatory nature);

2. to improve motivational incentives for companies and state and local Government institutions by reducing or cancelling tax payments for benefits provided for in collective agreements:

It should be highlighted that in LBAS views it is not just and reasonable to provide tax benefits for all employers disregarding their coverage by collective agreement, which is currently the direction suggested by the Government. It is fair to provide benefits only to those companies that have invested into collective bargaining with trade unions and concluded collective agreement.

3. to strengthen the protection of collective agreements in public procurement, inter alia, by providing advantages and support for companies with a collective agreement to ensure that tax payers money is granted to socially responsible employers;

4. to re-introduce administrative responsibility for violating provisions of collective agreements;

5. to introduce collective redress to provide the right for trade unions to submit collective complaints in cases of collective rights disputes;

6. to protect and keep in law the ultractivity of collective agreements. There is a strong lobby by business associations to delete the provision in Labour Law providing that a collective agreement is valid until a new collective agreement is concluded. This provision ensures protection of workers after the deadline of collective agreement and also motivates both social partners to negotiate a new modern agreement. Cancelation of this provision would weaken the role of trade unions and deteriorate enabling environment for collective bargaining;

8. in order to strengthen the capacity of the trade unions as a party to collective agreements, provide that the right to conclude collective agreements belongs only to trade unions and the benefits of collective agreements can only be applied (in whole or party) to trade union members.

In addition, in relation to the application of the collective bargaining in the public sector, LBAS would like to draw attention to the section 3(4) of the Law on Remuneration of Officials and Employees of State and Local Government Authorities determining the issues that may be regulated by collective agreement in the public sector. Section 3(4) provides that a state or local government authority may, within the scope of the financial resources granted thereto in internal legal acts, binding regulations of the local government, collective agreements, or employment contracts, only provide for the following measures related to additional remuneration for officials (employees):

- shortening of the length of a working day for not more than one hour before public holidays;
- one paid holiday on the first day of school due to commencement of school-time of a child in Grade 1-4;
- not more than three paid holidays due to entering into marriage;
- one paid holiday on the day of graduation when an official (employee) or his or her child is graduating from an educational institution;
- an extra payment which, within the scope of a calendar year, does not exceed the amount of the monthly salary specified for the official (employee), due to an achievement (event) that is important to the official (employee) or State or local government authority, taking into account the contribution of the official (employee) to achieving the objectives of the relevant authority;
- a benefit of up to 50 per cent of the monthly salary once a calendar year for an official (employee) for each dependent disabled child under up to 18 years of age;
- a benefit of up to 50 per cent of the monthly salary once a calendar year when going on annual paid leave, taking into account the length of employment in the State or local government authority, the work performance results, and other criteria stipulated by the State or local government authority and also that the leave benefit is not transferred to the next calendar year and, upon terminating office (service, employment) relationships, it is not reimbursed in case when the current leave has not been used;
- remuneration for the time period which is not spent by the official (employee) at the working place or another place indicated by the authority and which is used by the official (employee) at his or her own discretion.

In LBAS views, such closed list of topics allowed for collective agreements significantly limits possibilities of collective bargaining in the public sector. The provision already indicates that benefits of collective agreements have to be provided within the scope of the financial resources granted. Therefore, providing for a broader list of collective bargaining benefits would not endanger public budget limits and on the contrary would allow social partners to adopt to the changing world of work, unexpected labour market circumstances (e.g. demand for telework, etc.) and respond to the new needs of both workers and employers in the public sector.

Regarding Article 6§4 Collective action

Section 24 of the Strike Law states that only the court may acknowledge the strike or the declaration of strike to be illegal. The employer shall submit to the court an application regarding the acknowledgement of the declaration of a strike to be illegal within a period of four days from the day of the declaration of a strike. Finally, if an application regarding the acknowledging of the declaration of a strike to be illegal has been submitted to the court by the date of the commencement of the strike specified in the declaration of the strike, the strike may not be commenced until the judgment of the court comes into effect.

Further, section 25 of the Strike Law states that a strike, which has been acknowledged to be unlawful, must be discontinued immediately, but if the strike has not yet been commenced and the court has acknowledged the declaration of the strike to be unlawful, it is prohibited to commence the strike.

Section 392 of the Civil Procedure Law provides that the court shall hear an application for a strike or strike application to be declared unlawful within 10 days from the date of its receipt.

However, after the court has examined the application, it has the general time-limit set out in Section 199 of the Civil Procedure Law, i.e. within the next 30 days, to deliver its judgment.

LBAS considers that the current regulation is not sufficiently fast and efficient for the strike to be implemented, therefore LBAS requested the Ministry of Justice to review the legal regulation and to provide for shorter deadlines in the law, but no regulatory change has been achieved.

Furthermore, LBAS would like to draw attention to the case-law developments in relation to interpretation of the right to strike. For instance, in the Kurzeme District Court Judgment of 17 June 2019 in case No C692651194S, C-2651-19/6, while reviewing the application regarding the acknowledging of the declaration of a strike to be illegal, the Court found the declaration of the strike illegal and, among other, reviewed the content and economic reasoning of the trade union demands that were the basis to call the strike. The Court pointed out that any ultimate demands regarding employee remuneration must have a logical and economic justification, lacking in this case, and only rational and economically justified employee demands that are proportionate to the company's financial capabilities can be renegotiated.

In the judgement of the Riga City Court of 11 June 2025 in the case No C771336425, C-13364-25/1, the Court found the declaration of the strike illegal on the basis that a structural unit of a trade union cannot be entitled to exercise the rights to declare a strike specified in Article 11 of the Strike Law, because it does not have the status of a trade union (legal entity) and it does not have the right to exercise the rights granted to trade unions independently. Commenting the arguments made by the trade union side in relation to the right of trade unions to regulate their own internal structure in the by-laws, the Court indicated that the by-laws of the organization are of a contractual nature, do not contain legal norms, are an internal private legal act and are binding on the officials and members of the organization, but are not binding on third parties. Therefore, the contractual nature of the statutes cannot make its provisions contrary to the law, which provides that a trade union acquires the status of a legal entity from the moment it is entered in the register of associations.

Considering that decisions reviewing applications regarding legality of strike are final and not subject to appeal, there were no possibilities for the trade union to appeal to the judgments and provide additional argumentation, therefore LBAS would like to draw attention of the ECSR and express concerns that such interpretations might in practice limit exercise of the right to strike for trade unions.

In addition, LBAS would like to point out to the necessity to introduce criminal liability for hampering with realisation of the right to strike. The right to strike is protected by the Constitution of the Republic of Latvia (Satversme) and therefore should be protected on strongest terms to prevent possibilities for employers to intimidate workers against participation in a strike without consequences.

Finally, the ECSR in its Conclusions of 2023 pointed out regarding prohibition of the right to strike for police officers, that states must demonstrate compelling reasons as to why an absolute prohibition on the right to strike is justified in the specific national context in question, as distinct from the imposition of restrictions as to the mode and form of such strike action. The ECSR considered that the situation is not in conformity with Article 6§4 of the Charter on the ground that this absolute prohibition on the right to strike for the police goes beyond the limits set by Article G of the Charter. However, no amendments to the law were adopted.

Regarding Article 20 – Right to equal opportunities between women and men

LBAS would like to highlight that women are still predominantly employed in the education and health sectors, where wages are significantly lower than in so called male occupations such as information and communication. So, for example, according to statistical data, the proportion of men and women employed in the education sector has not changed over the past 10 years.

Kind regards,

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