

COLLECTIVE AGREEMENT OF THE LITHUANIAN ACADEMY OF MUSIC AND THEATRE

4 August 2021
Vilnius

To improve the economic, working and social conditions for the staff employed by the Lithuanian Academy of Music and Theatre, to underpin the working arrangements on modern principles of staff motivation, to improve the quality of services provided, to strengthen social partnership and to cooperate in the implementation of the objectives enshrined in the National Education Strategy 2013-2022, Public Institution *Lithuanian Academy of Music and Theatre* (hereinafter the LMTA), legal entity number: 111950624, registered address: Gedimino pr. 42, Vilnius, represented by Rector Prof. Zbignevas Ibelgaupas acting in accordance with the LMTA's Statute and representing the employer's interests (hereinafter the Employer),

and

The representation of staff of the Lithuanian Academy of Music and Theatre – the trade union (hereinafter the Trade Union), legal entity number: 125785093, registered address: Gedimino pr. 42, Vilnius, represented by Chair Ingrida Šabanavičienė acting in accordance with the Articles of Association of the trade union and representing the interests of the team of employees at the Lithuanian Academy of Music and Theatre (hereinafter the Employees),

both collectively referred to across the Collective Agreement as the Parties, have entered into the following Collective Agreement of the LMTA (hereinafter the Collective Agreement) on the basis of the principles of free collective bargaining, equality of the parties, good faith and mutual assistance.

1. GENERAL PROVISIONS

1.1. The purpose of this Collective Agreement is to create conditions for the harmonious activities of the LMTA, to ensure the level of salaries, occupational safety and other terms and conditions of the Employee's employment above those established by the laws and other legislation of the Republic of Lithuania, as well as to create better employment and social guarantees. To contribute to the creation of welfare state through real action.

1.2. When improving the working conditions of Employees, the aim is to contribute to the improvement of the quality of studies, in line with the programme of the Government of the Republic of Lithuania, as well as economic development and financial capabilities of the country.

1.3. The Collective Agreement has been concluded pursuant to the Labour Code of the Republic of Lithuania (hereinafter the DK) and applies in accordance with the Law on Higher Education and Research, as well as other laws and legislation of the Republic of Lithuania.

1.4. The Collective Agreement shall apply to all Employees provided it has been approved at the general meeting (conference). Chapter 7 of the Agreement shall apply only to members of the Trade Union.

1.5. The Trade Union may take part in sectoral or territorial strikes. The Employer shall be notified of a strike in accordance with the statutory procedure.

1.6. The parties to the Collective Agreement undertake to:

1.6.1. ensure that this Collective Agreement is enforced and the enforcement thereof is supervised at the LMTA;

1.6.2. at the end of a calendar year, recapitulate on the progress of the fulfillment of obligations of the Collective Agreement at a joint meeting of representatives of the parties to the Collective Agreement;

1.6.3. at least once a calendar year, the LMTA undertakes to provide information on current and future activities, economic situation and the state of employment relations;

1.6.4. if necessary, discuss the implementation of the Collective Agreement at least once a calendar year;

1.6.5. cooperate, exchange necessary information in a timely manner, evaluate the parties' proposals in line with the principles of equality, fairness and mutual respect.

1.7. In cooperation with each other, prepare proposals to relevant public authorities concerning solutions to socio-economic issues, taking account of the employment terms and conditions of the LMTA employees.

1.8. Seek for a decision(s) of the executive and other authorities to protect the economic and social rights and interests of employees.

1.9. The following terms and definitions shall be used in the Collective Agreement:

1.9.1. 'Consultation' shall mean exchange of views as well as commencement and development of dialogue between the trade union and the employer. To that end, before making a decision in the employment area, which may change the legal and social situation of Employees, the Employer shall contact the trade union in writing in advance and provide the reasons behind its decision along with the necessary information related thereto. The Trade Union (or the trade union representation (if any)) must give its opinion on the Employer's decision within a reasonable time limit set by the Employer. If necessary, trade union representatives may request additional information. Should the parties agree so, the time limit for responding to the questions submitted may be extended.

1.9.2. 'Information' shall mean transfer of information (data) to the Employees or the Trade Union in order to get them familiarised with the nature of the issue related to an Employee's employment, social, economic rights and interests.

1.9.3. 'Employer' shall be understood as it is defined in the DK.

1.9.4. 'Employee' shall mean a natural person who has undertaken to work for the Employer for consideration under an employment contract.

1.9.5. 'Employee representatives' shall mean a trade union operating at the employer's level or a joint representation of the trade unions operating at the employer's level.

2. CONCLUSION, PERFORMANCE AND TERMINATION OF EMPLOYMENT CONTRACTS

2.1. The rules for concluding, amending and terminating an employment contract shall be governed by the DK, this Collective Agreement and other legislation. In the event of any discrepancies between the provisions of labour legislation, or the Academy's internal legislation, and the Collective Agreement, the provision, which is more favourable for the Employee, shall prevail.

2.2. When entering into an employment contract for an Employee's pedagogical job, the parties to the employment contract shall agree on the exact coefficient of the fixed component of their salary and the standard working hours. The Employer shall coordinate the salary coefficients of pedagogical Employees and the workload distribution procedure with the Trade Union operating at the LMTA level and may not recruit new Employees if the existing pedagogical Employees of the same subject (area of education) have not been ensured such workload as provided for in their employment contract.

2.3. A Trade Union representative that meets the requirements applicable to members of the commission shall be appointed, in the capacity of an observer, to the Recruitment and Certification Commission of Employees Subject to Certification, which assesses the employee's qualification.

2.4. In order to verify whether an Employee is suitable for the agreed job and whether the agreed job is suitable for the Employee, the Employer and the Employee may agree on a probationary period. A probationary period must not exceed 3 months.

2.5. Where the Employer makes a reasoned proposal to enter into a non-compete agreement, and the Employee accepts it, it shall be agreed that the Employer shall pay the Employee compensation of at least 40 % of the Employee's average salary.

2.6. When making savings of the institution's funds, the Employer may not worsen the economic and social working conditions of employees. Before any economic and social conditions of employees are modified, there shall be information and consultation procedures undertaken with the Trade Union in accordance with the procedure established in the Labour Code.

2.7. To ensure appropriate working arrangements, the Employer and an Employee shall enter into an employment contract and may conclude an agreement on additional work, which shall determine the scope, place, functions, period of additional work and pay. An agreement on additional work cannot be concluded on any functions that are part of the Employee's job description.

2.8. If the additional work is carried out simultaneously with the main job, the agreement shall contain an accord on the supplement to be paid for the performance of the additional function. If the additional work is carried out in a time free from the main job function, a full salary provided for in the agreement shall be paid therefor.

2.9. The parties must notify each other at least 6 working days in advance of the termination of their agreement on additional work. When terminating an agreement on additional work at the Employer's initiative, in the absence of the employee's fault, the Employee shall be paid redundancy pay subject to the time worked under the agreement on additional work, by virtue of Article 57(8) of the DK.

2.10. The Employer may not replace a permanent employment contract with a fixed-term one if the permanent contract has been concluded for a job, which is permanent in nature. Newly recruited Employees shall have a fixed-term employment contract concluded in accordance with the payroll procedure agreed with the Trade Union, but the number of such contracts must not account for more than 20 % of all employment contracts concluded by the Employer. This clause shall not apply to employees subject to the provisions concerning the conclusion of a fixed-term contract in accordance with the Law on Higher Education and Research of the Republic of Lithuania and the LMTA Statute.

2.11. If the employment under a fixed-term employment contract has continued for over a year, the Employer must notify the Employee in writing of the expiry of their employment contract no later than 5 working days in advance, and where the employment has continued for over three years, no later than 10 working days in advance. Should the Employer be in breach of this obligation, it shall be under the obligation to pay the Employee their salary for each day of missed deadline, but not more than for 5 or 10 working days.

2.12. If the employment under a fixed-term employment contract continues for over two years, at the expiry of the employment contract due to its maturity, the Employee shall be paid redundancy pay at the rate of their one month's average salary.

2.13. During the notice period, the employer must provide time off from work for the search of a new job, the duration of which may not be less than 20 % of the Employee's working hours within the notice period. The procedure for granting time off from work shall be established by an agreement between the Employee and the Employer. The Employee shall retain their average salary for such time.

2.14. The Employer may not dismiss, at its own initiative and in the absence of the Employee's fault, a member of an elected governing body of the Trade Union, without the Trade Union's written consent (it shall not apply to cases where an employee fails certification or does not meet the requirements for the position). When applying for the Trade Union's consent to the dismissal of a member of the elected governing body, the Employer must provide, subject to the Employee's consent, the Trade Union with documents supporting the dismissal. A refusal by the Trade Union to give its consent must be reasoned and justified.

2.15. When entering into an employment contract, the Employer must make the person to be recruited familiar with the terms and conditions of their future employment, rules of procedure and internal regulations, collective agreement, job description, procedures and other documents of internal procedure governing the performance of their job function (functions).

2.16. The Employer must notify the Trade Union about any planned changes in its business or the scope thereof, or amendments to the legislation on working arrangements, as well as in other cases of necessity, where it is planned to amend the provisions of employment contracts of more than 20 % of the employees, and hold consultations with it no later than 14 calendar days before the expected changes.

2.17. Open competitions for the positions of lecturers, researchers and other staff to be held over the next term of office shall not be announced only where the relevant position (post) is planned to be abolished. A lecturer/researcher recruited through an open competition and working under a fixed-term employment contract shall be notified thereof in writing 4 months before the end of their term of office.

2.18. If, at the end of an academic year, the number of Employees is to be reduced and 30 or more Employees are to be dismissed (at their request or by an agreement between the parties), there shall be a Commission formed, which shall submit its findings and proposals on termination of employment contracts and open competitions to be/not to be announced in writing no later than 10 working days after the Employer's request. The Trade Union shall delegate a member to such Commission.

2.19. An Employee's consent to/disagreement with the amendments to their employment contract must be expressed in writing within 5 working days.

2.20. Where the Employees are made redundant under Article 57 of the DK, the selection criteria for the Employees to be made redundant shall be approved by the Employer subject to the approval by the Trade Union. When setting the selection criteria for the Employees to be made redundant, the preference right to stay must be guaranteed for the following employees:

2.20.1. those who have been injured or contracted an occupational disease at the LMTA;

2.20.2. those who are raising two children (adopted children) under the age of fourteen, or who are single parents raising a child (adopted child) under the age of fourteen or a disabled child (adopted child) under the age of eighteen or are caring for other family members with less than 55 % capacity for work or family members who have reached retirement age with high- or moderate-level special needs;

2.20.3. those who have at least ten years of continuous employment record with the LMTA, except for the Employees who have reached retirement age and acquired the right to full retirement pension;

2.20.4. those who have no more than three years left until retirement;

2.20.5. where possible, the Employees with the Employer being their sole employer;

2.20.6. those whose families do not contain any adults earning independent income;

2.20.7. those who are members of the Trade Union's governing bodies.

2.21. The preference of staying at work referred to in clauses 2.20.1.-2.20.7. shall apply only to such Employees whose qualifications are not below those of other Employees in identical positions employed by the Employer.

2.22. If the LMTA is undergoing restructuring, liquidation or transformation, Trade Union representatives (representative) shall be included in the working groups submitting proposals/recommendations to the LMTA Council.

3. SALARY

3.1. The parties agree that, should there be a tuition fee increase for state-funded places from the national budget, or a tuition fee increase for self-funded students, the salaries payable to lecturers, researchers and other staff supporting the studies shall be raised proportionately. The aim is for the average salary of such employees to account for 150 % of the national average salary in 2025 (following the provisions of Amendment No S-1324 of the Collective Agreement for the Lithuanian Education and Science Sector of 22 November 2017).

3.2. The Employer undertakes to pay salaries in accordance with the procedure established by the laws and other legislation of the Republic of Lithuania, the Payroll Procedure and the employee's employment contract.

3.3. An Employee's salary shall be fixed in their employment contract.

3.4. At the Employee's request, any time worked during days off or public holidays or overtime, multiplied by the respective figure prescribed in Article 144(1)-(4) of the Labour Code, may be added to the time of annual leave.

3.5. A salary shall be paid to the employee at least twice a month, or, should the employee request so, once a month. Final payments for any job shall be made no later than within 10 (ten) calendar days after termination thereof, unless the regulations of the Labour Law or the employment contract provide otherwise.

3.6. At least once a month, an Employee shall be supplied, electronically at their work email address, with the information on the amounts calculated, paid and deducted and on their working hours worked. Overtime shall be stated separately.

3.7. The Employees must be given notice of any amendments to their employment contract and the terms and conditions of their employment at least 14 calendar days in advance.

3.8. The Employer may award bonuses to the Employees for their excellent work/performance in achieving the LMTA's objectives.

3.9. A supplement may be paid for working with students in a foreign language, in accordance with to the Academy's Schedule of Procedures for Recording the Workload of Lecturers and Concertmasters.

3.10. Attendance of admission and final examination commissions and study programme committees of all study cycles by the employees (if it is not an integral part of the employee's duties) shall be paid in accordance with the procedure laid down in the Schedule of Employee Payroll Procedures.

3.11. Deputising for another employee shall be assigned by a mutual agreement between the parties by an order of the Rector. Payment for any deputising duties shall be made in accordance with the Schedule of Employee Payroll Procedures.

3.12. At the expiry of an employment contract, the final payment to the employee to be dismissed shall be made in accordance with the provisions of Article 146(2) of the DK.

3.13. If there are any amendments to the LMTA's internal legislation to be made, any amendments concerning the area of Employee payroll shall be coordinated with the Trade Union.

4. WORKING TIME AND REST PERIODS

4.1. An Employee shall be entitled to work on the basis of an individual work schedule agreed with the manager of the department/dean of the faculty and approved by an order of the Rector.

4.2. Employees leaving the department of their workplace for a period longer than 1 hour during working hours must notify their line manager thereof.

4.3. Educators, researchers and employees holding an educator's status shall be awarded extended annual leave for their job associated with increased levels of nervous, emotional, mental stress and occupational risks.

4.4. Educators, researchers and employees holding an educator's status shall be granted annual leave by an order of the Rector during the students' summer break. Annual leave outside the students' summer break may be granted by an agreement between the parties subject to a written request by the employee.

4.5. A written request for annual leave must be agreed with the line manager of the department and approved by the Rector no later than 10 working days before the start of the annual leave. Where annual leave is granted following a request outside this deadline, holiday pay shall be paid together with the salary. At the Employee's individual request, where annual leave has been granted, holiday pay shall be paid following the standard payroll procedure.

4.6. Without prejudice to the study process, those employees, who were temporarily unfit for work during their annual leave, shall be given days of unused annual leave on the basis of a separate written request by the Employee approved by the line manager of the department.

4.7. Unpaid leave may be granted to Employees due to personal reasons for the duration of up to six months.

4.8. Pedagogical staff and researchers may be granted sabbatical leave to complete their thesis, write textbooks, educational (methodological) tools and monographs and pursue artistic activities. The length of sabbatical leave and payment therefor shall be fixed by an agreement between the Parties. Sabbatical leave shall be granted by an order of the Rector.

4.9. Pedagogical staff employed by the Academy under an employment contract and an additional agreement may be granted annual leave separately under their employment contract and the additional agreement. Pursuant to the provisions of the Labour Code of the Republic of Lithuania, a continuous period of 12 working days of annual leave under separate employment contracts must overlap, except in cases where the term of one of the employment contracts is shorter than 6 months.

4.10. An Employee raising one child under the age of 10 years shall be permitted, subject to their written request approved by the line manager of the department, to be absent from work 2 days a year with pay, subject to the Rector's authorisation.

4.11. The Academy shall ensure the Employee's right to return to the same or equivalent position (post) following special leave under the employment conditions which are not less favourable than the previous ones, including salary and minimum working hours, and enjoy all the improved conditions, including the right to pay increases, to which they would have been entitled, had they worked.

4.12. A part of remote working hours may be worked by educators in other places acceptable to them, outside the Academy's premises.

4.13. The working hours for the performance of the pedagogical functions at the LMTA under the main employment contract and an agreement on additional pedagogical work may not exceed 36 hours a week in terms of workload. In exceptional cases, subject to a written agreement between the Employer and the employee, an employee may work up to 40 hours a week.

5. WORK PLACEMENTS, POSTING AND PROFESSIONAL DEVELOPMENT

5.1. Employees being posted or going on work placements shall retain their pay and job and have a daily allowance paid, as well as accommodation and other expenses relating to the posting or work placement reimbursed, with the exception of the cases where the costs of posting or work placement are covered at the expense of the inviting party. The payment of costs for posting and work placements shall be governed by the procedure approved by the Rector.

5.2. An Employee work placement is ongoing educational, research and/or professional training. A referral for a work placement shall be formalised by an order of the Rector.

5.3. The Employer shall create the conditions for employees to undergo professional development during their working hours, with the payment therefor made from the LMTA's budget, at least 5 days a year, i.e. to attend professional development courses/seminars/study sessions, to train and pursue higher category of qualifications.

5.4. An Employee who wishes to attend any professional development courses paid by the Employer shall submit an application to the Employer 14 calendar days in advance. Documents proving the Employee's expenses for professional development shall be presented by the Employee to the Accounts Department.

5.5. An Employee who wishes to attend any professional development courses paid by anyone other than the Employer shall submit an application to the Employer 7 calendar days in advance.

6. SOCIAL GUARANTEES

6.1. Employees who are studying in any formal education programmes shall be granted educational leave on the basis of certificates issued by the education providers implementing such programmes:

6.1.1. to prepare for and take routine examinations – three calendar days for each examination;

6.1.2. to prepare for and take pass/fail examinations – two calendar days for each pass/fail examination;

6.1.3. to perform laboratory work and participate in consultations – as many days as are set forth in the teaching plans and schedules;

6.1.4. to complete and defend a thesis (bachelor's/master's), doctoral dissertation or art project – thirty calendar days;

6.1.5. to prepare for and take state (final) examinations – six calendar days for each examination.

6.2. Following the procedure set forth in the Payroll Procedure, the Employer may award additional pay to Employees. Employees shall be given up to 3 (three) days off in the event of their wedding or death of close relatives (father, mother, spouse, child, brother, sister), with full pay.

6.3. The Employees of the institution who have worked for the LMTA for 25 years or more and who terminate their employment contract for compelling reasons (employee's illness which prohibits them from continuing work, disability, caring for family members) shall be paid, provided there have been economies of salary made, a benefit of up to 3 average monthly salaries of the employee.

6.4. The Employees of the institution who have worked for the LMTA for 25 years or more and who are entitled to full retirement pension and who terminate their employment contract at their request shall be paid, provided there have been economies of salary made, a benefit of up to 4 average monthly salaries of the Employee.

6.5. An Employee that has submitted a written application and obtained an approval from the administration may be allowed to use the LMTA's premises and belongings. The responsibility for the condition of the premises and/or belongings provided to the employee shall be vested with the employee who used the premises and/or belongings.

6.6. Each employee must be ensured adequate, safe and health-friendly working conditions.

7. GUARANTEES FOR THE TRADE UNION'S ACTIVITIES AND SOCIAL GUARANTEES OF ITS MEMBERS

7.1. The Trade Union and its members shall enjoy all the rights granted by the Constitution of the Republic of Lithuania, the Law on Trade Unions of the Republic of Lithuania and other Lithuanian legislation, as well as this Agreement and other arrangements with the Employer or its representative.

7.2. Members of trade unions' representative and/or governing bodies shall be excused from work for trade union meetings and to perform their duties 72 working hours a year with average pay. The Trade Union shall notify the employer in writing about the attendance of meetings by a member of the trade union no later than 5 working days in advance.

7.3. Members of the Trade Union shall be given an opportunity to attend seminars, conferences, training and other events held by the Trade Union, with 3 working days a year given for this purpose. By an agreement between the Employer and the Employee, this time may be longer and the average salary may be paid for it. The Trade Union shall notify the Employer in writing about the attendance of such events by a member of the Trade Union no later than 5 working days in advance.

7.4. The Trade Union shall have premises allocated for the meetings of the Trade Union's Committee free of charge.

7.5. For the purpose of the Trade Union's activities to be carried out, the Employer shall provide access to:

7.5.1. printing and copying services;

7.5.2. internet connection;

7.5.3. postal services available at the Academy.

7.6. Members of the Trade Union shall enjoy the improvements in their position as set forth in the Agreement, as well as national, territorial, employer- or workplace-level collective agreements. Identical improvements in working conditions set forth in collective agreements at different levels as applicable to a member of the trade union shall not be cumulative; instead, the most favourable clause of the collective agreement shall apply.

7.7. During the contract period, a member of the Trade Union shall have three additional days of annual leave, which are to be taken during student breaks. Such additional days of annual leave must be taken in the calendar year; otherwise they shall be forfeited. These additional days of annual leave shall be added regardless of the fact whether or not the member of the Trade Union is entitled to extended and/or additional leave in accordance with the procedure established by the Government of the Republic of Lithuania.

7.8. During the contract period, a member of the Trade Union shall be granted up to 10 working days of educational leave with average pay, or up to 20 working days of educational leave with 50 % of their average salary, depending on the learner's needs. A member of the Trade Union shall choose between up to 10 working days or up to 20 working days of educational leave. Such educational leave shall be given to according to formal education programmes on the basis of certificates issued by the education providers implementing such programmes (relating to the professional development of the employee). These days of educational leave must be taken in the calendar year; otherwise they shall be forfeited.

7.9. Under the Labour Code, during the contract period, the Trade Union shall have the right to the same scope of information as work councils. Upon receiving information, the Trade Union shall be entitled, together with the work council, to request consultation with the employer. Should the work council refuse to take part in such consultation, the Trade Union may exercise the right alone.

7.10. The Trade Union may publish information related to the activities of the Trade Union on the Academy's official website and in its account.

7.11. Employee representatives may convene general meetings of employees during working hours twice a year, subject to the Employer's approval and provided they do not interfere with the study process.

7.12. The Employer undertakes to deduct, subject to the written requests by the Employees who are members of the Trade Union, membership fees from their salaries and transfer it to the Trade Union's current account.

8. PERFORMANCE, AMENDMENT AND TERMINATION OF THE AGREEMENT

8.1. The Agreement shall enter into force as of the moment it is registered with the Register of Collective Agreements and shall remain valid until a new agreement is concluded or the present Agreement is terminated.

8.2. The Employer undertakes to review the payroll and workload calculation procedures and coordinate any amendments thereto with the Trade Union.

8.3. Any amendments and supplements to the provisions of the Agreement shall be valid and be an integral part of this Agreement provided that they have been concluded in writing, signed by the parties and registered in the Register of Collective Agreements.

8.4. The fulfilment of obligations hereunder shall be supervised by the representatives of the parties. Any amendments and supplements to the provisions of the Agreement may be initiated by either party or both parties collectively. The Parties shall review the performance of the Agreement on 1 March each year and, if necessary, initiate amendments and/or supplements to the Agreement.

8.5. When this agreement enters into force, the Trade Union shall disseminate information about it and its wording to its members.

8.6. If more than half of the clauses of the collective agreement are to be amended, the modification of the agreement shall be subject to the procedure for collective bargaining established in the Labour Code of the Republic of Lithuania.

8.7. A party intending to terminate the agreement unilaterally must notify the other party no later than three months before termination. A notice of termination may be submitted no earlier than 6 months after the entry into force of this Agreement.

8.8. This Agreement shall be concluded in two equally binding counterparts, one given to each party. A copy of the Agreement shall be presented to the Ministry of Social Security and Labour.

8.9. Should the fact of non-performance or mal-performance of this Agreement be established, the parties must notify each other within 10 working days. In such a case, a meeting shall be arranged within 20 working days at the request of either party to discuss and resolve disagreements. Failing to come to an agreement, any disputes shall be resolved in accordance with the statutory procedure.

8.10. Any disagreements or disputes arising from modification or supplementation of the Agreement shall be resolved by negotiations. If not resolved by negotiations, the disputes shall be examined in accordance with the statutory procedure.

8.11. Any of the Employee social guarantees not covered by this Agreement shall be granted and ensured in accordance with the terms and conditions established by the laws and other legislation of the Republic of Lithuania. Setting of Employee social guarantees or modification of existing ones must not result in deterioration thereof compared to this Agreement.

Rector of the Lithuanian Academy of Music and Theatre
Prof. Zbignevas Ibelgauptas

Chair of the Employee Representation at the Lithuanian Academy of Music and Theatre – the Trade Union
Ingrida Šabanavičienė