

**INDIVIDUAL LABOUR CONTRACT -  
LAW No 53 / 2003, as republished - Labour Code**

- An individual labour contract is a contract based on which a natural person, called employee, undertakes to perform work for and under the authority of an employer, who is a natural or legal person, in return for a remuneration, called wages.
- The clauses of the individual labour contract cannot contain contrary provisions or rights below the minimum level set up by laws or collective labour contracts.
- An individual labour contract shall be concluded for an indefinite period.
  - As an exception, an individual labour contract may also be concluded for a definite period, under the express terms stipulated by the law.
- A natural person shall be allowed to work after having turned 16 years of age.
  - A natural person may also conclude a labour contract, as an employee, after turning 15 years of age, based on his parents' or lawful guardians' consent, for activities in accordance with his physical development, aptitudes and knowledge, unless this places his health, development, and vocational formation under risk.
  - Employment of persons under the age of 15 shall be prohibited.
  - Employment of persons placed under court interdiction shall be prohibited.
  - Employment in difficult, harmful, or dangerous work places shall only take place after the person has turned 18 years of age; such work places shall be set forth by Government decision.
- It is prohibited, under the sanction of absolute nullity, to conclude an individual labour contract for the purpose of performing an illicit or immoral work or activity.
- The individual labor contract shall be concluded on the basis of the written consent of the parties, in Romanian, no later than the day before the beginning of the activity by the employee. The obligation to conclude the individual contract of employment in written form rests with the employer.
  - Before the commencement of the activity, the individual labor contract shall be registered in the general register of employees, which shall be sent to the labor inspectorate no later than the day before the beginning of the activity.
  - The employer is obliged, before commencement of the activity, to give the employee a copy of the individual labor contract.

➤ Prior to the conclusion or amendment of an individual labour contract, the employer shall be under the obligation to inform the person selected for employment, or the employee, as applicable, about the essential clauses he intends to include in the contract or to amend.

➤ The obligation to inform the person selected for employment or the employee shall be deemed to be met by the employer at the time of signing the individual labour contract or the rider, as applicable.

➤ The person selected for employment or, as applicable, the employee, shall be informed about the following elements at least:

- a) the identity of the parties;
- b) the work place or, in the absence of a stable work place, the provision that the employee may work at various places;
- c) the employer's head office or residence, as applicable;
- d) the position/occupation according to the specification in the Classification of occupations in Romania or to other regulatory acts, as well as the job description, with the specification of job attributions;
- e) the evaluation criteria of the employee professional activity applicable at the level of the employer;
- f) the risks typical of the job;
- g) the date from which the contract is to take effect;
- h) in the event of a labour contract for a definite period or a temporary labour contract, the duration of such contracts;
- i) the duration of the rest leave the employee is entitled to;
- j) the conditions under which the contracting parties can give their notice and the duration of the latter;
- k) the basic wages, other elements of the wage revenues, as well as the payment periodicity of the wages the employee is entitled to;
- l) the normal length of work, expressed in hours per day and hours per week;
- m) the mention of the collective labour contract regulating the work conditions for the employee;
- n) the length of the trial period.

The elements in the information stipulated shall also be found in the contents of the individual labour contract.

➤ Any change to one of the elements provided in the above paragraph during the performance of the individual employment contract requires the conclusion of an addendum to the contract prior to making the amendment, except where such

modification is expressly provided for by law or the applicable collective labor agreement.

➤ Upon the negotiation of, conclusion of or amendment to an individual labour contract, any one of the parties may be assisted by third parties, according to their own choice.

➤ As regards the information provided to the employee, prior to the conclusion of the individual labour contract, a confidentiality agreement between the parties may be reached.

➤ If the person selected for employment or the employee, as applicable, is to carry out his activity abroad, the employer shall be under the obligation to provide him, in due time, as well as information regarding:

- a) the duration of the work period to be performed abroad;
- b) the currency in which his wages are to be paid, as well as how the payment is to be made;
- c) the payments in money and/or in kind related to the activity carried out abroad;
- d) the climate conditions;
- e) the main regulations in that country's labour legislation;
- f) the local customs the non-observance of which might put the employee's life, freedom, or personal safety at risk;
- g) the repatriation conditions for the worker, as applicable.

➤ Information stipulated under the above paragraph - letters a), b) and c) shall have to be also listed in the content of the individual labour contract.

➤ Special laws regulating the typical work conditions abroad shall complete the provisions of the above paragraph.

➤ If the employer does not comply with his obligation to inform person selected for employment or the employee, he shall be entitled to notify the competent court of law, within 30 days from the date of such obligation not being met, and ask for compensation corresponding to the prejudice caused to him as a result of the non-compliance by the employer with his obligation to inform the employee.

➤ The parties may also negotiate and include other specific clauses in the individual labour contract.

➤ The following are deemed as specific clauses, without limiting them to this listing:

- a) the clause on vocational formation;
- b) the non-competition clause;
- c) the mobility clause;
- d) the confidentiality clause.

➤ An employee's main rights shall be as follows:

- a) the right to receive wages for the work performed;
- b) the right to a daily and weekly rest;
- c) the right to an annual rest leave;
- d) the right to equal chances and treatment;
- e) the right to dignity in his work;
- f) the right to labour safety and health;
- g) the right of access to vocational training;
- h) the right to information and consulting;
- i) the right to take part in the determination and improvement of the work conditions and environment;
- j) the right to protection as far as dismissal is concerned;
- k) the right to collective and individual negotiation;
- l) the right to participate in collective actions;
- m) the right to establish or join a trade union;
- n) other rights provided by law or by applicable collective labour contracts.

➤ The employee's main obligations shall be as follows:

- a) the obligation to accomplish his work rate or, as applicable, to meet his duties according to the job description;
- b) the obligation to observe work discipline;
- c) the obligation to observe the provisions of the internal regulations, of the applicable collective labour contract, as well as of the individual labour contract;
- d) the obligation of faithfulness to the employer in performing his job duties;
- e) the obligation to comply with the steps of labour safety and health in the unit;

- f) the obligation to observe the job secret;
- g) other obligations provided by law or by applicable collective labour contracts.