

**Model - frame**

**LABOR CONTRACT**

**concluded on ..... and registered in the general register  
of the record of employees under no. .... since .....**

A. The parties to the contract

Employer - legal/natural person ....., with headquarters/domicile in ....., registered at the Trade Register/public administration authorities from ..... under no. ...., fiscal code ....., telephone ....., e-mail: ....., legally represented by Mr./Ms. ...., as .....,

and

the employee - Mr./Ms. ...., domiciled in the town of ..... str. .... no. ...., sector/county ....., e-mail: ....., owner of the identity card/passport series ..... no. ...., issued by ..... on the date of ....., CNP . ....., work permit/residence permit for work purpose series ..... no. .... of the date .....,

I concluded this individual employment contract under the following conditions that I agreed upon:

B. Object of the contract: .....

C. Duration of the contract:

- a) indefinite, the employee ..... to start the activity on the date of .....
- b) determined, by ..... days/weeks/months, starting from the date of ..... and up to by, in accordance with art. 83 lit. (...) from the Labor Code/normative acts of a special character, respectively .....

D. Trial Period:

- a) duration ..... calendar/working days, in the case of the individual employment contract for a fixed period;
- b) conditions of the trial period (if any) .....

E. The workplace

1. The activity takes place at ..... (home/department/workshop/office/service/compartament, etc.), from registered office/workplace/other organized workplace of the employer .....

2. In the absence of a fixed job, the employee will carry out the activity as follows:  
..... (in the field / at the customers' premises / geographical area ....., group of units, etc.). In this case the employee will benefit from: .....  
a) additional benefits ..... (in money or in kind);  
b) insurance / settlement of the transport by the employer ..... (as the case may be) .

#### F. Type of work

Function/occupation ....., according to the Classification of Occupations in Romania.

#### G. Duration of working time and its distribution

1. A full rate, the normal duration of working time being ..... hours/day and/or ..... hours/week.

a) The distribution of the work schedule is done: on days ....., between hours ..... .. or ..... (uneven/changeable/flexible/individualized, etc.), as follows: .....  
..... .

b) The normal work schedule can be changed under the conditions of the applicable internal regulation/collective labor contract.

2. A part-time job of ..... hours/day, hours/week ..... hours/month;

a) The distribution of the normal work schedule is done: on the days of ....., between the hours of ..... .., or ..... (uneven/changeable/flexible/individualized, etc.), as follows: .....  
.....

b) The work schedule can be changed under the conditions of the applicable internal regulation/collective labor contract.

c) No extra hours will be worked, except in cases of force majeure or for other urgent works intended to prevent the occurrence of accidents or eliminate their consequences.

#### H. Leave

The duration of the annual vacation is ..... working days, in relation to the period worked.

They also benefit from an additional leave, with a duration of .....working days.

#### I. Salary:

1. Basic monthly gross salary: .... lei.

2. Other constituent elements:

a) increments ...;

b) allowances ...;

c) additional benefits in money .....

d) the method of additional benefits in kind .....

e) other additions ... .

3. Overtime hours performed by full-time employees outside the normal working hours are compensated with free hours paid in the following 90 calendar days after their performance, according to the applicable collective labor agreement or Law no. 53/2003 Labor Code. If

compensation through paid time off is not possible, overtime hours worked outside normal working hours will be paid with a salary increase in the amount of..... .

4. Work performed on public holidays, as well as paid days off established by applicable normative acts/collective labor contracts, is compensated with paid time off or a salary increase, according to the applicable collective labor contract or Law no. 53/2003 - Labor Code.

5. The date/dates on which the salary is paid is/are ..... .

6. Payment method ..... .

J. Other clauses:

a) the notice period in case of dismissal is ..... working days, according to Law no. 53/2003 - The labor code or the applicable collective labor contract, as the case may be;

b) the notice period in case of resignation is ..... working days, according to Law no. 53/2003- Labor Code, or the applicable collective labor contract;

c) if the employee is going to work abroad, the information provided in art. 18 para. (1) from Law no. 53/2003 - The Labor Code will also be found in the individual employment contract;

d) other clauses ..... .

K. Job Duties

The duties of the position are provided in the job description, annex to the individual employment contract.

L. Job-specific risks

Job-specific risks of occupational injury and disease are provided in the risk assessments of the workplace/job and in the identification sheet of occupational risk factors.

M. The criteria for evaluating the employee's professional activity: ..... .

N. The procedure regarding the use of electronic signature, advanced electronic signature and qualified electronic signature is carried out as follows: ....., in accordance with the provisions of the normative acts/Internal Regulations/the applicable collective labor contract.

O. Vocational training

The professional training is carried out under the following conditions: ..... in accordance with the provisions of the normative acts/Internal Regulations/the applicable collective labor contract.

P. Working conditions

The activity is carried out under normal/harmful/special/special work/particularly dangerous conditions, in accordance with the legal provisions.

R. The rights and obligations of the parties regarding safety and health at work:

a) personal protective equipment ...;

b) individual work equipment ...;

c) hygienic-sanitary materials ...;

- d) protective power ...;
- e) other rights and obligations regarding health and safety at work .....

#### S. General rights and obligations of the parties

##### 1. The employee mainly has the following rights:

- a) the right to wages for the work performed;
- b) the right to daily and weekly rest;
- c) the right to annual leave;
- d) the right to equal opportunities and treatment;
- e) the right to safety and health at work;
- f) the right to professional training;
- g) other obligations stipulated by the law or by the applicable collective labor contracts, as the case may be.

##### 2. The employee mainly has the following obligations:

- a) the obligation to fulfill the work norm or, as the case may be, to fulfill the duties assigned to him according to the job description;
- b) the obligation to respect labor discipline;
- c) the obligation of loyalty to the employer in the performance of the duties;
- d) the obligation to comply with occupational health and safety measures in the unit;
- e) the obligation to respect the confidentiality of information and documents used in the performance of service duties;
- f) the obligation to join a privately administered pension fund, in accordance with the provisions of art. 30 of Law no. 411/2004, regarding privately managed pension funds, with subsequent amendments and additions.

##### 3. The employer mainly has the following rights:

- a) to establish the job duties and the work rate for each employee;
- b) to give binding provisions for the employee, subject to their legality;
- c) to exercise control over the way of performing the duties;
- d) to ascertain the commission of disciplinary violations and to apply the appropriate sanctions, according to the law, the applicable collective labor agreement and the internal regulations;
- e) to establish the individual performance objectives of the employee, as well as the evaluation criteria for their achievement;
- f) to support the private medical insurance, the additional contributions to the optional pension or to the occupational pension of the employee, under the conditions of the law, as the case may be;
- g) to grant any other rights established as a result of the employee's professional activity.

##### 4. The employer mainly has the following obligations:

- a) to hand the employee a copy of the individual employment contract, prior to the start of the activity;
- b) to establish the general employee record register and to operate the records provided for by law;
- c) to grant the employee all the rights arising from the individual employment contracts, from the applicable collective employment contract and from the law;
- d) to permanently ensure the technical and organizational conditions taken into account when developing the work rules and the corresponding work conditions;

e) to inform the employee about the working conditions and about the elements that concern the development of labor relations;

f) to inform the employee about the obligation to join a privately administered pension fund, in accordance with the law;

g) to issue a document certifying the applicant's status as an employee, respectively the activity carried out by him, the duration of the activity, the salary, the seniority in work, in the trade and specialty or an extract from the general register of employees, dated and certified for conformity;

h) to ensure the confidentiality of the employee's personal data.

#### T. Final Provisions

1. The level at which the applicable collective labor agreement was concluded (eg: units/group of units/activity sector..... .

2. The provisions of this individual employment contract are supplemented by the provisions of Law no. 53/2003 of the Labor Code and of the applicable collective labor contract, provided for in letter S point 1.

Any change regarding the contractual clauses during the execution of the individual employment contract requires the conclusion of an addendum to the contract, according to the legal provisions, prior to the change being made, except in situations where such a change is expressly provided for by law or in the applicable collective labor contract .

T. Conflicts related to the conclusion, execution, modification, suspension or termination of this individual employment contract can be resolved both amicably through the conciliation procedure and by the materially and territorially competent court, according to the law.

This individual employment contract has been concluded in two copies, one for each party.

Employer,

Employee,

Signature.....

Signature.....

Legal representative

Signature.....

I received a copy

Signature.....

Date:.....