

## INDIVIDUAL EMPLOYMENT CONTRACT

Concluded on ..... and registered in the General Register of Employees under no. .... dated .....

### A. Parties to the Contract

**Employer legal/** natural person ....., headquartered/residing in ....., registered with the Trade Register/Public Administration Authorities of ..... under no. ...., tax code ....., phone ....., e-mail ....., legally represented by Mr./Ms. ...., in the capacity of .....

And

**Employee** Mr./Ms. ...., residing in ....., street ..... no. ...., sector/county ....., e-mail ....., holder of identity card/passport series ..... no. ...., issued by ..... on ....., Personal Identification Number (CNP) ....., work authorization/residence permit for employment series ..... no. .... dated .....

have concluded this individual employment contract under the following agreed terms:

**B. Object of the Contract:** .....

### C. Duration of the Contract:

- a) **Indefinite** – the employee ..... shall commence work on .....;
- b) **Fixed-term** – for ..... days/weeks/months, starting on ..... until ....., in accordance with Art. 83 letter .... of Law No. 53/2003 – Labour Code, republished, with subsequent amendments and completions/special normative acts, namely .....

### D. Probation Period:

- a) Duration of ..... calendar/workdays, in case of a fixed-term employment contract;
- b) Conditions of the probation period (if applicable) .....

### E. Workplace:

1. Work will be performed at ..... (home/department/workshop/office/service/unit, etc.), within the employer's headquarters/workplace/other organized work location .....
2. If there is no fixed workplace, the employee will perform work as follows: ..... (in the field/at clients' locations/geographical area ....., group of units, etc.). In this case, the employee will benefit from:
  - a) Additional allowances ..... (in cash or in kind);
  - b) Transportation coverage/reimbursement by the employer ..... (if applicable).

### F. Type of Work:

Position/Occupation ....., according to the Romanian Classification of Occupations.

## **G. Working Hours and Distribution:**

1. Full-time, with normal working hours of ..... hours/day and/or ..... hours/week.
  - a) Work schedule distribution: on ....., between ..... or ..... (unequal/shifts/flexible/individualized, etc.), as follows: .....
  - b) Normal working hours may be modified according to the internal regulations/applicable collective labour agreement.
2. Part-time: ..... hours/day, ..... hours/week, ..... hours/month.
  - a) Work schedule distribution: on ....., between ....., or ..... (unequal/shifts/flexible/individualized, etc.), as follows: .....
  - b) Working hours may be modified according to internal regulations/applicable collective labour agreement.
  - c) No overtime will be performed, except in cases of force majeure or urgent tasks necessary to prevent accidents or mitigate their consequences.

## **H. Leave:**

Annual leave duration: ..... working days, in proportion to the period worked.  
Additional leave of ..... working days may also be granted.

## **I. Salary:**

Gross monthly base salary: ..... RON.

1. Other components:
  - a) Bonuses .....
  - b) Allowances .....
  - c) Additional cash benefits .....
  - d) Additional benefits in kind .....
  - e) Other additions .....
2. Overtime for full-time employees will be compensated with paid time off within 90 calendar days, according to the applicable collective labour agreement or Law No. 53/2003 – Labour Code, republished, with amendments. If compensation through paid time off is not possible, overtime will be paid with a premium of .....
3. Work on public holidays or paid leave days established by law/collective agreements will be compensated with paid leave or a salary premium, according to the applicable collective labour agreement or Law No. 53/2003 – Labour Code.
4. Salary payment date(s): .....
5. Payment method: .....

## **J. Other Clauses:**

- a) Notice period in case of dismissal: ..... working days, according to Law No. 53/2003 – Labour Code or applicable collective labour agreement;
- b) Notice period in case of resignation: ..... working days;
- c) If the employee will work abroad, the information provided under Art. 18 para. (1) of Law No. 53/2003 – Labour Code will also be included in the contract;
- d) Other clauses: .....

## **K. Job Duties:**

Duties are outlined in the job description, annexed to the employment contract.

**L. Specific Job Risks:**

Occupational accident and disease risks are detailed in workplace risk assessments and in the risk factor identification sheet.

**M. Performance Evaluation Criteria:** .....

**N. Procedure for Using Electronic Signature, Advanced or Qualified Electronic Signature:** ....., according to regulations/internal rules/collective labour agreement.

**O. Professional Training:**

Training will be provided under the following conditions: ....., in accordance with regulations/internal rules/collective labour agreement.

**P. Working Conditions:**

Work will be performed under normal/hazardous/special/dangerous conditions, in accordance with the law.

**Q. Health and Safety Rights and Obligations:**

- a) Personal protective equipment .....
- b) Workwear .....
- c) Hygiene materials .....
- d) Protective meals .....
- e) Other rights and obligations regarding health and safety .....

**R. General Rights and Obligations of the Parties:****1. Employee Rights:**

- a) Right to remuneration;
- b) Right to daily and weekly rest;
- c) Right to annual leave;
- d) Right to equal opportunities and treatment;
- e) Right to health and safety at work;
- f) Right to professional training;
- g) Other rights under law or collective agreements.

**2. Employee Obligations:**

- a) Fulfill work norms or job duties;
- b) Comply with work discipline;
- c) Loyalty to employer;
- d) Follow health and safety rules;
- e) Maintain confidentiality of work information;
- f) Join a private pension fund, according to Law No. 411/2004.

**3. Employer Rights:**

- a) Assign job duties and work norms;
- b) Issue mandatory directives to employees;
- c) Monitor task performance;
- d) Identify disciplinary violations and apply sanctions;
- e) Set performance objectives and evaluation criteria;
- f) Provide private medical insurance or additional pension contributions, if applicable;
- g) Grant other benefits based on employee performance.

**4. Employer Obligations:**

- a) Provide a copy of the contract before work commences;
- b) Maintain the General Employee Register;
- c) Ensure all contractual and legal rights;
- d) Maintain technical and organizational conditions;
- e) Inform employee of working conditions;
- f) Inform employee about pension fund obligations;
- g) Issue a document certifying employment, duration, salary, and experience;
- h) Ensure confidentiality of personal data.

**S. Final Provisions:**

- 1. Level at which the collective labour agreement applies: ..... .
- 2. Contract provisions are supplemented by Law No. 53/2003 – Labour Code and applicable ..... collective ..... agreements.  
Any modification during the contract term requires an addendum, unless expressly allowed by law or collective agreement.

**T. Dispute Resolution:**

Conflicts related to contract conclusion, execution, modification, suspension, or termination may be resolved amicably or by the competent court.  
This contract is executed in two copies, one for each party.

**Employer:** .....

**Legal Representative:** .....

**Employee Signature:** .....

Received a copy: .....

**Date:** .....