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Legal Bulletin



Employment Law

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1. Law No. 283/2022 amending and supplementing Law No. 53/2003 - Labour Code and Government Emergency Ordinance No. 57/2019 on the Administrative Code

Recent changes to labour laws and their impact on employment relationships

Law No. 283/2022 amending and supplementing Law No. 53/2003 - Labour Code, as well as Government Emergency Ordinance No. 57/2019 on the Administrative Code (hereinafter “Law No. 283/2022”) was published in the Official Gazette No. 1013 of 19 October 2022.

Law No. 283/2022 entered into force on 22 October 2022, amending and supplementing, *inter alia*, the Labour Code, in respect of various elements, from the minimum content of employment contracts to the employees’ right to specific additional leave.

The main changes that employers must consider in their dealings with their employees are included herein below:

1. Individual employment relationships and elements of the individual employment contract

Supplementations and amendments are made to the elements in respect of which the person selected for employment or the employee must be informed, or which must be included in the employment contract, namely:

- In the case of an employee who works in different places of work, it must be communicated whether the employer **ensures** or **pays**, as appropriate, for travels between such places of work;
- The basic salary and the constituent elements of the salary must be **shown separately** and the information, and the contract respectively, must include the **salary payment method**;

- The normal working hours may be expressed in hours/day and/or in hours/week (previously the two were cumulative), and the **conditions for the performance and compensation** or payment of **overtime**, and the **arrangements for the organisation of work in shifts**, where applicable, are added;
- In addition to the duration of the probationary period, the **conditions** under which it is carried out must be also provided;
- The right to and conditions for the **vocational training** offered by the employer;
- Private medical insurance, voluntary pension or any other rights that are **cash benefits** granted as a result of the employee's professional activity, where appropriate.

In respect of all the above-mentioned amendments, a new order containing the framework model of the employment contract is to be issued.

For the employee who is to work abroad, supplementary provision is made that the employee must be informed of, and the relevant addenda must include, the **country/countries** where he/she will work.

Also, it is set forth that the person selected for employment/the employee has the **right to take legal action** and claim **compensation** for damages if the employer fails to fulfil its obligation to inform the employee about the elements of the employment contract/ employment relationship; the elements related to the work performed abroad; the elements of the part-time employment contract and the internal regulations.

No new probationary period may be established if in 12 months a new employment contract is concluded between the **same parties**, for **the same job** and for **the same duties**.

It is also provided that the **work schedules** of employees who conclude different employment contracts with the same employer or with different employers **may not overlap**.

2. Rights and obligations of the parties. Prohibitions on dismissal

The employee's right to request a transfer to a vacant job offering more favourable working conditions is added on condition that such employee has completed his/her probationary period and has been with the same employer for at least 6 months. In mirroring this, a correlative obligation is laid down for the employer to reply in writing, giving reasons, within 30 days of receiving such a request.

A prohibition is added for the dismissal of employees throughout:

- The paternity leave;
- The carer's leave (see below);
- The absence from work for unforeseen circumstances (see below).

3. Carer's leave and absence for unforeseen circumstances

Regulation is made that the employer has the obligation to grant carer's leave to employees for the provision of personal care or support to a relative/person in the same household who needs

care/support due to a serious medical condition (to be determined separately by ministerial order).
“Relative” means son, daughter, mother, father, spouse.

Carer’s leave is:

- 5 working days/calendar year;
- Granted at the written request of the employee;
- Not included in the annual leave;
- Regarded as a contribution period for determining unemployment benefit and temporary incapacity benefit;
- Constitutes seniority.

The employer’s failure to grant carer’s leave is punishable by fine between RON 4,000 and RON 8,000. The same penalty is applied for violation of the provisions on paternity leave.

Separately, provision is made of the employees’ right to be absent from work in unforeseen situations caused by a family emergency due to illness or accident, which mandatorily require the employee’s immediate presence, on condition that:

- The employer is informed in advance; and
- The period of absence will be recovered in full, as agreed with the employer.

Absence under these circumstances may not exceed 10 business days per calendar year.

4. Internal regulations

The following are added to the elements to be included in the internal regulations:

- Rules on the **notice period**;
- Information on the **general policy for the training of employees**, if any.

It is established that the internal rules must be made known to employees **on the first day of work** and the employer must provide proof of compliance with this obligation.

It is set forth that the notification may be made:

- On **paper**;
- In **electronic form**, provided that the document is accessible to the employee and can be stored and printed by the employee.

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Editors

Employment is one of the practice areas in which our lawyers have acquired extensive experience, ranging from management schemes tailored for both entities undergoing privatisation or private entities set up by international corporations in Romania, to preparing and negotiating collective and individual labour agreements and related specific clauses (employee benefits, restrictive covenants, stock option plans and trade option plans). Our attorneys also deal with employment related matters in relation to mergers & acquisitions and privatisations, involving redundancy programs, negotiations with trade unions, pension issues raised in transactions, investment management agreements etc. Our specialists are frequent lecturers on employment law issues and regular contributors to local and foreign publications, whilst being actively involved in the activities of reputed domestic and international associations and organisations such as the European Employment Lawyers' Association (EELA), Multilaw, AmCham etc.



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