

# "Checklist" of the employment contract – an opportunity to check the compliance of your employment contract with the law!

Mark with ✓ the lines that correspond to your employment contract, as well as if the condition is not applicable to your contract (for example, the contract does not specify contractual penalties).

## Information specified in Article 40 of the Labor Law:

- ☐ 1 The employment contract is concluded in writing (or electronically, with a secure electronic signature)
- ☐ 2 The name, registration number and address is specified for the employer (legal entity)
- ☐ 3 Name, surname, personal code (for a foreigner without a personal code – date of birth), place of residence is specified for the employee
- ☐ 4 The date of commencement of employment legal relations is specified. (This may not coincide with the date of conclusion of the employment contract)
- ☐ 5 The expected duration of the legal employment relationship is specified (if the employment contract is concluded for a fixed period) or the contract states that the contract is concluded for an indefinite period
- ☐ 6 The place of work is indicated or the contract states that the employee can be employed in different places. (or remotely if needed)
- ☐ 7 The employee's profession, position, specialty according to the Classifier of Professions is specified
- ☐ 8 The contract includes a general description of the contracted work. (or a separate job description has been drawn up)
- ☐ 9 Amount of payment and time of payment is indicated.\*
- ☐ 10 Specific contracted daily or weekly working hours are indicated.\*
- ☐ 11 The duration of annual paid leave is specified.\*
- ☐ 12 The term of termination of the contract is specified.\*
- ☐ 13 The duration of the probationary period is specified. (if any)\*
- ☐ 14 The employee's right to training is specified in the contract. (if provided)\*
- ☐ 15 The social security institutions that receive social contributions related to employment relations are indicated in the contract. (in Latvia - VSAA)\*
- ☐ 16 Employer-provided social security protection is indicated, if the employer is responsible for it. (e.g. private pension funds)\*
- ☐ 17 The contract contains a reference to the collective agreement and/or internal regulations of work (if any)

- ☐ 18 The contract is prepared in two copies. One is issued to the employee, the other – to the employer
- ☐ 19 The contract does not contain provisions on foreign language skills, unless it is necessary for the performance of work duties
- ☐ 20 The contract is concluded in the national (Latvian) language  
\* can be replaced by a reference to relevant provisions contained in regulatory acts, a collective labor agreement, or a reference to the internal regulations of work

## Other legal requirements:

- ☐ 21 Contractual penalties – are not determined during the employment legal relationship (can be determined only for non-fulfilment of certain obligations after the end of the employment legal relationship)
- ☐ 22 Competition – A monthly remuneration is determined for the restriction of competition (no longer than 2 years) after the end of the legal employment relationship (if such restriction is stipulated)
- ☐ 23 Overtime – A separate agreement is concluded, (subject to the exceptions provided by law). The contract does not include a general agreement of the employee to work overtime.
- ☐ 24 Losses – The employment contract does not contain the employee's consent for the employer to deduct losses from the wages paid to the employee.
- ☐ 25 Supplementary work – The restriction to perform supplementary work (if defined) is based on the protection of the employer's interests.
- ☐ 26 Legal force of the document – the employment contract contains the date of the document, the signatures of the parties and the name of the author of the document.
- ☐ 27 Remote work – The performance of remote work is defined in the employment contract, specifying also which expenses are compensated by the employer.
- ☐ 28 Electronic notice – The contract stipulates the possibility to send the notice to the employee's private electronic mail, using a secure electronic signature.
- ☐ 29 Withdrawal of notice – The conditions are stipulated in the contract as to how the employer can withdraw the notice.
- ☐ 30 Copyright – The transfer of property rights of the author (employee) to the employer is stipulated in the contract



## Solution

If any of the aforementioned points are not marked with a check, it is necessary to address the discrepancy – amend the employment contract by reaching a mutual written agreement with the employee.



## Risk

If the employer refuses to amend the employment contract that does not comply with the law, the employee may file a lawsuit and request that a significant contract provision be declared invalid and seek compensation under Article 42 of the Labor Law. Furthermore, the **employer may be fined between EUR 70 and EUR 1,100** for violating regulations governing employment relationships.

Non-compliance in the employment contract does not render it invalid; however, to understand potential risks, each employment contract must be evaluated individually.