

# "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).

## No 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

## No Other legal requirements:

21. Contractual penalties – are not determined during the employment legal relationship (can be determined only for non-fulfillment 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. For a consultation on any aspect of labor law, please contact our employment law expert:



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