

# Employment contract

— for non-salaried employees —

Between

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and

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The KA Employers' organisation

It is hereby confirmed that

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Post code and town: \_\_\_\_\_

Civil Registration No. (CPR): \_\_\_\_\_

Email address: \_\_\_\_\_

Tel.: \_\_\_\_\_

(the "Employee")

and

Name of the company: \_\_\_\_\_

Address: \_\_\_\_\_

Post code and town: \_\_\_\_\_

Central Business Registration No.: \_\_\_\_\_

Email address: \_\_\_\_\_

Tel.: \_\_\_\_\_

(the "Company")

have entered into an agreement regarding employment pursuant to the terms below:

## 1 Position and work tasks



The Employee is employed as \_\_\_\_\_

1.2 Description of the work: \_\_\_\_\_

## 2 Commencement and expected duration of the employment

2.1 The Employee's employment with the Company shall commence on \_\_\_\_\_.

Seniority shall be calculated from \_\_\_\_\_.

2.2 The duration of the employment is fixed, or it relates to a specific task or event: .....  Yes  No

If Yes: The employee will resign on the \_\_\_\_\_

Regardless of the agreed resignation date, the employment may at any time be mutually terminated with the ordinary notice period.

### 3 Collective agreement

3.1 The employment relationship is covered by the collective agreement in force at any time and any related agreements between Arbejdsgiverforeningen KA and Det Faglige Hus and any local agreements.

The employment is within the following area of expertise: \_\_\_\_\_

3.2 Specific references to the collective agreement in this statement of employment terms refer to the 2017-2019 Collective Agreement.

### 4 Place of work

4.1 The meeting place is the Company's address: .....  Yes  No

If no, choose one of the options below:

\_\_\_ Workplace location: \_\_\_\_\_

\_\_\_ Non-permanent work places pursuant to section 25 of the collective agreement.

### 5. Working hours

5.1 The weekly working hours are agreed at \_\_\_\_\_ hours.

5.2 Work hours will be set pursuant to the rules specified in the collective agreement.

5.3 The number of working hours is calculated for a reference period, cf. section 15 (2) and (3) of the collective agreement: .....  Yes  No

If Yes, the reference period is calculated for \_\_\_\_\_ weeks from the \_\_\_\_\_.

If a reference period is applied, a fixed average pay will be paid corresponding to the agreed weekly number of working hours.

5.4 The working hours are flexible working hours pursuant to section 15 (9) of the collective agreement: .....  Yes  No

If Yes, please enclose the flexible hours agreement.

### 6 Wages

6.1 The Employee will receive a personal pay of DKK \_\_\_\_\_ per  hour  week  month.

6.2 The pay is a gross pay, cf. section 11 (4) of the collective agreement: .....  Yes  No

Gross pay means equal payment for all working hours, regardless of any work-time based supplements the Employee may be entitled to for some of the hours pursuant to the collective agreement.



If Yes: The gross pay amounts to DKK \_\_\_\_\_ per  hour  week  month.

The gross pay has been fixed for \_\_\_\_\_

6.3 Commission

An agreement has been made regarding payment of commission: .....  Yes  No

If Yes, please enclose the commission agreement.

6.4 Performance-related pay

An agreement has been made regarding performance-related pay, cf. section 11 (5) of the collective agreement: .....

Yes  No

If Yes, please enclose the agreement on performance-related pay.

6.5 The pay period commences on \_\_\_\_\_ and terminates on \_\_\_\_\_.

For employees paid monthly, pay will be made available at the latest on the final business day of the month and no later than two (2) weeks after the end of the pay period.

For employees paid every two (2) weeks, pay will be made available at the latest two (2) weeks after the end of the pay period.

## 7 Public holiday payment

7.1 The Employee is covered by the arrangement regarding public holiday payment pursuant to section 13 of the collective agreement: .....

Yes  No

If Yes, choose one of the options below:

\_\_\_ The pay includes public holiday payment.

\_\_\_ Public holiday payment is accrued and paid.

\_\_\_ Full pay is paid for public holidays.

## 8 Pension

8.1 A pension scheme will be set up pursuant to the collective agreement.

## 9 Holiday

9.1 Holiday pay of 12.5% of the pay that qualifies for holiday pay, cf section 26 of the collective agreement.

## 10 Notice of termination

10.1 Termination must be based on the notice periods specified in the collective agreement.

## 11 Illness

11.1 In case of illness, please notify the office by phone, number \_\_\_\_\_.

This message must be communicated as soon as possible, however, no later than \_\_\_\_\_.

11.2 The Employee is obliged, on a regular basis during the period of illness, to keep the Company informed about the expected duration of the absence due to illness.

## 12 Duty of confidentiality

12.1 During the employment relationship and after it has been terminated, the Employee must observe a duty of confidentiality regarding the Company's customers and other matters for which such confidentiality is inevitably required. Violation of the duty of confidentiality may lead to both instant dismissal and criminal liability and/or liability for damages.

## 13 Separate clauses



13.1 A separate agreement has been entered into regarding non-competition and/or non-solicitation clauses: .....  Yes  No

If Yes, please enclose the clause.

## 14 Other terms

14.1 The Employee is obliged to keep the Company informed about any changes in his/her private contact information, including address, phone number and e-mail, in order for the Company to be informed about the current contact information at any time.

If the Employee does not comply with this obligation, this is considered a breach of the employment relationship, which may, in the circumstances, have legal consequences based on employment law.

14.2 The Employee confirms, by signing below, that they do not suffer from any illness or have any symptoms of any illness that has a significant impact on the Employee's capacity to carry out the work in question.

14.3 The Employee is aware that human resource management requires a certain level of collection, registration, use and forwarding of health status data, and by signing below, the Employee provides consent for the company to handle such sensitive information.

The information will, among other things, be used to assess their working ability in the company in the event of illness, including the extent of safeguarding needs and the necessity and appropriateness of any adaptive measures.

14.4 Other remarks:

14.5 This statement of employment terms shall replace any previously distributed statements of employment terms.

14.6 Employee manual distributed: .....  Yes  No

14.7 The collective agreement can be found at [www.ka.dk](http://www.ka.dk).

## 15 Signatures

15.1 This statement of employment terms is signed in two (2) copies, and each party shall receive one (1) copy.

15.2 By signing this statement of employment terms, the Employee accepts the above-mentioned terms and confirms that they have received a copy of the statement of employment terms.

\_\_\_\_\_  
Date Signature of Company

\_\_\_\_\_  
Date Signature of Employee

# Statement regarding pension scheme

Pursuant to the collective agreement, an occupational pension scheme must be established when you reach eighteen (18) years of age and have nine (9) months of seniority with the Company within a period of eighteen (18) months.

If you have been covered by a labour market pension scheme in previous employments, you become part of the collective agreement scheme on labour market pension without any seniority requirements, which means that a labour market pension will be established from the first employment date, cf. however, the rule regarding the transitional scheme for recently registered companies.

In order to ensure timely creation of the labour market pension pursuant to the collective agreement, please inform whether you in previous employments have been covered by a labour market pension scheme, and please confirm this information by giving your signature and providing documentation thereof.

I hereby confirm that I previously (only one "X"):

have been covered by a labour market pension

have not been covered by a labour market pension

Documentation of such former labour market pension scheme provided in the form of:

Pay slip     Policy     Other

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Employee

The Company is comprised by the transitional scheme for companies recently registered with Arbejdsgiverforeningen KA: .....

Yes     No

The Company has been registered with Arbejdsgiverforeningen KA as of the \_\_\_\_\_.

After 1 year of membership, 1/3 of the pension contribution agreed in the collective agreement shall be paid.

After 2 years of membership, 2/3 of the pension contribution agreed in the collective agreement shall be paid.

After 3 years' membership, the full pension contribution shall be paid.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Company