Employment contract

for employees not covered by

the Salaried Employees Act

Between

[Name of the employee]

and

[Name of the company]

It is hereby confirmed that [Name of the employee]

 [Address]

 [Address]

 Email address, cf. section 15.1.:

 Phone number:

 (the ”Employee”)

and [Name of the company]

 [Address]

 [Address]

 Central Business Registration No.:

 Email address:

 Phone number:

 (the “Company”)

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

1. Position and work tasks
	1. The Employee is employed as [title]. The work consists of [description of tasks].
2. Accession and expected duration of the employment
	1. The date of accession/entry into force shall be [date]. Seniority is counted from [date].
	2. The duration of the employment is limited in time or relates to a specific task/ event: Yes [ ]  No [ ]

If Yes, the Employee will resign on the [date]. Regardless of the stipulated date of resignation, the employment may be mutually terminated at any time with the applicable notice.

1. Collective Agreement
	1. The employment 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. See the Collective Agreement at [www.ka.dk](http://www.ka.dk). A local agreement has been concluded at the time of the agreement of this employment: Yes [ ]  No [ ]
	2. Specific references to the Collective Agreement in this Employment contract refer to the Collective Agreement 2022-2025. The professional group of employment is [description].
2. Place of work
	1. The meeting place is the Company’s address: Yes [ ]  No [ ]

If No, state the location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Working hours
	1. The working hours are agreed to [number] hours per week, which are placed according to the rules of the Collective Agreement.
	2. Working hours are calculated over a reference period, cf. section 15(2 and 3) of the Collective Agreement: Yes [ ]  No [ ]

If yes, the reference period is calculated over [number] weeks starting on the [date]. The first reference period may have a shorter duration.

* 1. 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.

1. Salary
	1. The salary is agreed as gross salary, cf. section 11(4) of the Collective Agreement: Yes [ ]  No [ ]

If Yes, the gross salary amounts to DKK [---] per hour/month. The gross salary is fixed for [period].

* 1. The personal salary is agreed at DKK [---] per hour/month.
	2. An agreement has been made regarding payment of commission: Yes [ ]  No [ ]

If Yes, please enclose the commission agreement.

* 1. 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.

* 1. The salary period begins on [date] and ends on [date]. Salary for employees paid by the month is available at the latest on the final business day of the month and no later than two (2) weeks after the end of the salary period. For 14-day salaried employees, the salary is available no later than two (2) weeks after the end of the salary period.
1. Public holiday payment
	1. Employees, who are employed in companies where wages and working hours for the professional group in question are reduced on public holidays, are covered by the public holiday scheme. Reduction of wages and working hours generally means that there is no roster work on that day, as it is a public holiday.

* 1. Employees who are employed in companies where public holidays are working days and salary and working hours are not reduced are not covered by the public holiday scheme.
	2. The Employee is covered by the public holiday scheme, cf. section 13 of the Collective Agreement: Yes [ ]  No [ ]

If Yes, choose on of the options below: If No, fill in the following:

[ ]  The salary includes public holiday payment The Employee wants the public holidays to be

[ ]  Public holiday payment is saved and paid distributed among the employees, so that as far

[ ]  Full salary is paid in public holidays as possible exemption is agreed for work on pub-

 lic holidays in turn: Yes [ ]  No [ ]

If the Employee does not want distribution of work on public holidays, the Employee will work to a normal extent on public holidays if they fall on a normal working day.

1. Pension
	1. A pension scheme is established in this regard to section 14 of the Collective Agreement. See the Statement on Pension Scheme on the last page of the Employment contract.
2. Holiday and days off earned
	1. Holiday allowance is granted with 12,5% of the holiday-eligible salary, cf. section 26-26F of the Collective Agreement.
	2. The Employee earns the right to days off in terms of section 27 of the Collective Agreement.
3. Notice of termination
	1. Termination must be based on the notice periods specified in the Collective Agreement.
4. Illness

In case of illness, please notify [---] by phone [---]. Notification shall be made as early as possible, but no later than [---]. Notice of illness by text message is accepted: Yes [ ]  No [ ]

* 1. 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.
1. Duty of confidentiality
	1. Both during and after the termination of the employment, the Employee has a duty of confidentiality about the Company's customers and other matters if secrecy according to the nature of the relationship is required. Violation of the duty of confidentiality may lead to both instant dismissal and criminal liability and/or liability for damages.
2. Separate clauses
	1. A separate agreement has been entered into regarding non-competition and/or non-solicitation clauses: Yes [ ]  No [ ]

If Yes, please enclose the clause.

1. Protection of personal data
	1. The Employee knows that administration of personnel requires collection, registration, use and disclosure of personal data, and that the Company will process such data in accordance with general purposes.
	2. The Company will process social security number for unique identification of the Employee regarding payroll, e-income registration and tax retention. The Company will also process information about pension payments, insurance, leave and absence, pregnancy and maternity leave, courses, education and training activities, transportation related to work, employee-performance and -development and issues related to working-environment and safety, serious misdemeanor etc.
	3. The information mentioned above is handled in accordance with legislative obligations that lie with the Company The information is kept only as long as required. Upon request the Employee is entitled to access all personal information processed by the Company and is entitled to demand that any incorrect information is amended. If the Company is failing to comply with this, complaints can be submitted to the Danish Data Protection Agency.
2. Other terms
	1. The Employee is obligated to keep the Company informed of any changes in private contact information, including address, phone number and email, so that the Company is always informed of the applicable contact information.The Employee accepts that the provided email address can be used for messages in connection with the employment e.g., receipt of warning, termination, etc. Failure to comply with this obligation shall be regarded as a breach of the employment, which, in the circumstances, may have employment law consequences.

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.

* 1. The Employee confirms, by signing below, that the Employee does 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.
	2. If this Contract of Employment is issued in an English version and a Danish version, the Danish version shall apply in case of discrepancy between the two versions.
	3. Other remarks:

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* 1. This Employment Contract shall replace any previously distributed Employment Contracts.
	2. Employee manual distributed: Yes [ ]  No [ ]
1. Signatures
	1. This Employment Contract is signed in two (2) copies, and each party shall receive one (1) copy.
	2. By signing this Employment Contract, the Employee accepts the abovementioned terms and confirms to receiving a copy of the Employment Contract.

Date: Date:

For the Company

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Company Signature Employee

Statement on Pension Scheme

The Employee's information about his/her occupational pension conditions

For the Company, it may be relevant whether the Employee in a previous employment relationship has been re-conceived by a pension plan.

Therefore, the Employee is asked to answer the below.

The Employee hereby confirms that the Employee earlier (put only one tick):

[ ]  Has been covered by an occupational pension

[ ]  Has not been covered by an occupational pension

Documentation of such former occupational pension scheme provided in the form of:

[ ]  Paycheck [ ]  Police [ ]  Other

Date:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Employee

Company Information on Transitional Scheme

The Company is covered by the transitional scheme for newly enrolled companies in Arbejdsgiverforeningen KA: Yes ☐ No ☐

The Company is enrolled in Arbejdsgiverforeningen KA on [dato].

The Employee is covered by the transitional scheme in force at any time in the Collective Agreement.

Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Company