Employment contract

for agricultural employee

Between

[Name of the employee]

and

[Name of the company]

It is hereby confirmed that

[Name of the employee]

[Address]

[Address]

Civil registration No. (cpr.nr.):

e-mail address:

Phone number:

(the ”Employee”)

and

[Name of the company]

[Address]

[Address]

Central Business Registration No.:

E-mail 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 herdsman.
	2. Description of the work and responsibilities: [description].
2. Commencement and expected duration of the employment
	1. The Employee’s employment with the Company shall commence on [date]. Seniority shall be calculated from [date].
	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 [date]. Regardless of the agreed resignation date the employment may at any time be mutually terminated with the ordinary notice period.

1. Collective Agreement
	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.
	2. The employment is within the following area of expertise: Agriculture.
	3. Specific references to the Collective Agreement in this statement of employment terms refer to the 2019-2022 Collective Agreement.
2. Place of work
	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.

Place of work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Working hours
	1. The weekly working hours are agreed at 37 hours.
	2. Work hours will be set pursuant to the rules specified in the Collective Agreement.
	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 [number] weeks from the [date].If a reference period is applied, a fixed average pay will be paid corresponding to the agreed weekly number of working hours.

1. Wages
	1. The Employee will receive a personal pay of DKK [---] per hour/week/month.
	2. The pay is a gross salary, 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 salary has been fixed for [specify term].

* 1. The employment includes Employee accommodation, food and/or lodging, cf. section 2 (2) of the Collective Agreement, professional group Agriculture: Yes [ ]  No [ ]
	2. The pay period commences on [date] and terminates on [date].

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.

1. Public holiday payment
	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

1. Pension
	1. A pension scheme will be set up pursuant to the Collective Agreement.
2. Holiday
	1. Holiday pay of 12,5% of the pay that qualifies for holiday pay, cf. section 26, 26A and 26B of the Collective Agreement.
3. Notice of termination
	1. Termination must be based on the notice periods specified in the Collective Agreement.
4. Illness
	1. In case of illness, please notify the office by phone, number [---]. The message must be communicated as soon as possible, however, no later than [---].
	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.
5. Duty of confidentiality
	1. During the employment relationship and after it has been terminated, the Employee must overserve 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.
6. Protection of personal data
	1. The Employee is aware of the fact 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 to 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.
7. Other terms
	1. The Employee is obligated 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.

* 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. A valid driving license/certificate is required: Yes [ ]  No [ ]

[ ]  Car [ ]  Tractor [ ]  Forklift truck [ ]  Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Any suspension of the Employee’s license/certificate is considered a fundamental breach of contract that may result in dismissal of the Employee.

* 1. The Company provides work clothes, cf. section 7 of the Collective Agreement, professional group Agriculture: Yes [ ]  No [ ]
	2. Other remarks:

Remuneration of overtime: Overtime is regulated by section 16 of the collective agreement. The payment for overtime is calculated cf. section 4 of the collective agreement, professional group Agriculture. Overtime paid according to the mentioned sections will ensure, that overtime for the first two hours is paid with at least DKK 193,76 per hour or 1:1,3 if day off in lieu. For subsequent hours and hours on Sunday and public holidays, overtime will be paid with at least DKK 265,52 per hour or 1:1,8 if day of in lieu.

* 1. This statement of employment terms shall replace any previously distributed statements of employment terms.
	2. Employee manual distributed: Yes [ ]  No [ ]
	3. The Collective Agreement can be found at [www.ka.dk](http://www.ka.dk).
1. Signatures
	1. This statement of employment terms is signed in two (2) copies, and each party shall receive one (1) copy.
	2. By signing this statement of employment terms, the Employee accepts the abovementioned terms and confirms to have received a copy of the statement of employment terms.

Date: Date:

For the Company

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

[Name of a management representative] [Name of the 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 labor market pension scheme in previous employments, you become part of the Collective Agreement scheme on labor market pension without any seniority requirements, which means that a labor 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 labor market pension pursuant to the Collective Agreement, please inform whether you in previous employments have been covered by a labor 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 labor market pension.

[ ]  Have not been covered by a labor market pension.

Documentation of such former labor 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 [date].

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