Employment contract

for employees not covered by the Salaried Employees Act

Between

**[Name of the employee]**

[Address]

[Address]

Email address, cf. point 18.1:

Phone:

(the ”Employee”)

and

**[Name of the company]**

[Address]

[Address]

Central Business Registration No.:

Email address:

Phone:

(the ”Company”)

an agreement regarding employment pursuant to the terms below has been agreed:

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 ([www.ka.dk](http://www.ka.dk))
	1. The employment is covered by the Collective Agreement in force at any given time between Arbejdsgiverforeningen KA and Det Faglige Hus, any related agreements and possibly local agreements. At the conclusion of this employment contract, a local agreement is in force: 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 workplace is the Company’s address: Yes [ ]  No [ ]  [ ]

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

1. Working hours
	1. Working hours are agreed at [number] hours per week which are placed in accordance with the rules of the Collective Agreement. The working schedule for the Employee is completely or mostly unpredictable: Yes [ ]  No [ ]  [ ]

If Yes, working hours are placed [specify days of the week] from [fx. 07.00-17.00].

* 1. 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 [date]. The first reference period may have a shorter duration. Excess hours in the reference period are paid with an additional 50% or transferred to the following reference period, cf. section 15(3) of the Collective Agreement.

* 1. Scheduled working hours may be changed with 7 days’ notice.
	2. 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 holidays
	1. Occurrence of public holidays means the following:

[ ]  The Employee's working hours are reduced (covered by the public holiday scheme, cf. section 13 of the Collective Agreement)

The Company chooses one box below:

[ ]  The salary includes public holiday payment

“Store bededag” is a normal working day, and usual salary is paid for work placed on this day.

[ ]  Public holiday payment is saved up continually and paid out on the day in question

”Store bededag” is a normal working day, and usual salary is paid for work placed on this day.

[ ]  Full salary is paid on public holidays

“Store bededag” is a normal working day. A supplement of a total of 0,45% is earned, calculated from the usual foreseeable salary, which is paid [continuously / with the salary in May and August].

[ ]  The Employee's working hours are not reduced (not covered by the public holiday scheme)

 The Employee chooses one box below:

[ ]  As far as possible, I want to take time off on public holidays

”Store bededag” is a normal working day, and usual salary is paid for work placed on this day.

[ ]  I do not want time off on public holidays

“Store bededag” is a normal working day, and usual salary is paid for work placed on this 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. Social security institutions
	1. The following social security institutions etc. receive social contributions as a consequence of the present employment relationship:

[x]  ATP, including AES [x]  Compulsory work accident insurance at

 Insurance of compulsory pension scheme [insurance company name]

[x]  Labour market contributions Insurance for compensation for accidents,

 Insurance for sickness and ma-/paternity benefits illness due to work or working conditions

[x]  Health insurance [x]  KA’s maternity fund

 Securing treatments, cf. [Company] Securing ma-/paternity pay\*\*

 [staff handbook / enclosed appendix from NAME OF COMPANY]\*

\* Health insurance coverage takes effect after the first payment into pension plan has been made.

\*\* The right to pay during maternity leave is acquired after 9 months' seniority in accordance with the provisions of section 36 of the Collective Agreement.

1. Holiday and days off earned
	1. Holiday allowance constitutes an amount corresponding to 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.
2. Days of paid absence
	1. The right to leave with full pay shall be granted for the following events:
* Special anniversaries, cf. section 28 of the Collective Agreement
* Illness in children under the age of 12, cf. section 29(1) of the Collective Agreement
* Children's hospitalisation, cf. section 29(2) of the Collective Agreement
* Serious illness or death of close relatives, cf. section 29(3) of the Collective Agreement
* Senior holidays or agreement on flexible senior life, cf. section 31 of the Collective Agreement
* The Employee’s own illness, cf. section 34 of the Collective Agreement
* Maternity/paternity leave and adoption, cf. section 36 of the Collective Agreement
* Participation in continuing education, cf. section 45 of the Collective Agreement.
1. Illness
	1. In case of illness, please notify [---] by phone [---] as early as possible, but no later than [---]. Notification by text message/chatapp/Messenger is accepted: Yes [ ]  No [ ]  [ ]
	2. The Employee is obligated, on a regular basis during the period of illness, to keep the Company informed about the expected duration of the absence due to illness.
2. Notice of termination
	1. Termination must be based on the notice periods specified in the Collective Agreement.
3. Duty of confidentiality
	1. Both during and after the termination of the employment relationship, the Employee has a duty of confidentiality concerning the Company's customers and other matters about which secrecy is required as a consequence of the relationship. Violation of the duty of confidentiality may lead to both instant dismissal as well as criminal liability and/or liability for damages.
4. 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 acknowledges that administration of personnel requires collection, registration, use and disclosure of personal data, and that the Company will process such data in accordance with this general purpose.
	2. The Company will process the Employee’s social security number in order to uniquely identify the Employee with respect to 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 the work environment and safety, serious misdemeanours etc.
	3. The information mentioned above is handled in accordance with the Company’s legislative obligations originating from employment- and labour law. The information is kept only as long as is nessecary. 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 fails to comply with this, complaints can be submitted to the Danish Data Protection Agency.
2. Other paid employment
	1. Concurrent employment must not be incompatible with the parties' employment relationship for reasons such as conflicts of interest, protection of trade secrets or health and safety, including the principles of the working environment rules, e.g., the 48-hour/11-hour rule, rules on days off, etc.
	2. Before entering into an agreement on concurrent employment, the Employee must inform the Company in writing of the desired sideline employment, including the identity of the new employer, the nature of the work, expected working hours and location as well as other significant matters, so that the Company can assess whether the concurrent employment is compatible with the employment with the Company.
3. 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 relevant contact information.The Employee accepts that the provided email address can be used for messages in connection with the employment relationship e.g., delivering written warnings, termination, etc. Failure to comply with this obligation shall be regarded as a breach of the employment, which, contingent on the specific circumstances, may have employment law-related consequences.
	2. 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.
	3. 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.
	4. Other remarks:

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* 1. This Employment Contract shall replace any previously issued Employment Contracts.
	2. Employee manual has been issued: 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:

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

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