

EMPLOYMENT CONTRACT FOR SALARIED EMPLOYEE

(without collective agreement)

Between

[company name]
[company address]
[company's CVR no.]
[company phone number and email address]
(hereinafter referred to as " the Company")

and

[employee's name]
[employee's address]
[employee's social security no.]
[employee's telephone number and email address]
(hereinafter referred to as "the Employee")

(hereinafter collectively referred to as "the Parties")

1. Title, date of employment and place of work

The Employee is hired as [job title] as of [date]. The place of work is [above-mentioned company's address] [another address]. [The Employee is free to decide their place of work].

Alternatively (in the case of existing employment relationship)

The Employee has been employed by the Company as [title] since [date]. The place of work is [above-mentioned company's address] [another address]. The Employee's seniority is counted from [date].

This employment contract replaces all previous employment contracts entered into between the Company and the Employee.

In the case of temporary employment

The employment relationship is temporary and will terminate without further notice on [date].

2. Working hours

The usual working hours are [on average] [number] hours per week excluding lunch break.

The working hours are scheduled [within the following [days and time periods]] [according to the shift schedule] [by further agreement].

3. Salary

The salary is DKK [amount] per month upon employment. The salary is paid in arrears and shall be available on the last business day of each month.

The former public holiday "Store bededag" will from the 1st of January 2024 be seen as a normal working day. Therefore, a salary supplement of 0.45% of the annual salary will be granted from the same date as compensation for the increased working hours in accordance with the Act regarding the consequences of removing "Store bededag".

Due to the nature of the employees' position, it is agreed that additional and overtime work may occur. This has been taken into account when setting the salary, meaning that no payment will be made for additional and overtime work.

In addition, no payment will be made for work during staggered hours, public holidays, or similar.

The salary will be discussed once a year, starting from [time].

Alternatively

For overtime and/or additional work that is imposed or is beyond the agreed working hours, the following applies [...].

For work at staggered times, the following applies [...]

For work on public holidays, the following applies [...]

[The salary will be discussed once a year, starting from [time]].

[The Parties have also entered into a bonus agreement, which is stated in Annex [...] to this contract. The main points of the bonus agreement are as follows...].

4. Pension

In connection with the employment, the Parties have discussed the question of pension and have agreed that no pension scheme will be established upon employment, as the agreed salary is a gross salary and therefore includes the pension contribution.

Alternatively

The Employee is covered by a pension scheme in [name of the pension company]. The pension contribution is agreed to be [x]%, of which the Company pays [x]% [incl. all salary components] [of the basic salary], and the Employee pays [x]%. The Employee's contribution is deducted from the salary.

The Employee enters the scheme after [number] months of employment.

5. Insurances

The Employee is covered by ATP (the Danish Labour Market Supplementary Pension) and Labour Market Insurance.

The Employee is covered by the Company's occupational injury insurance in [name of the insurance company].

[In addition to mandatory insurances, the Employee is covered by:

- [insert relevant insurance, e.g., health insurance]

The details of the scheme are described in the Company's [personnel handbook or intranet]. Any tax implications are not the responsibility of the Company.

6. Telephone [computer and internet]

[A mobile phone is available for the Employee's use. The bill is paid by the Company, [however, with a maximum of [amount] per month, which means that the excess amount of the bill will be deducted from the net salary].

If the Employee is dismissed or suspended, the Employee is obliged to return the mobile phone immediately upon request from the Company, and the Company will pay a monthly compensation corresponding to the phone's tax value for the remaining part of the notice period.

[The Employee has been provided with a laptop as a work tool from the Company. The Employee is obligated to return the laptop at the Company's request, including in connection with any potential release or suspension.]

[The Company also pays for expenses related to the Employee's internet usage and subscription [however, up to a maximum of [amount] per month].

7. Lunch arrangement

The Employee is covered by the Company's mandatory lunch scheme. The payment for the lunch scheme is currently [xxx] DKK. per meal, deducted from the Employee's net salary.

Alternatively

The Employee is not covered by a lunch scheme at the Company.

8. Further education

The Company offers further education relevant to the Employee's position. The content and scope of such education will be agreed upon with the Company.

The Employee is entitled to further education in accordance with [law/administrative provisions/statutory provisions]. [The Employee is entitled to [number] days of education per year.

Alternatively

[The Company does not offer further education to the Employee.]

9. [Driving for business purposes

To the extent that the Employee uses their own car for the Company's business, the Employee will receive reimbursement for this according to the state's rates. The Employee is obligated to keep account of driving in the Company's service and may be required to document this to the Company and the Danish Customs and Tax Administration.

If public transportation is used, the Employee will be reimbursed for the expenses incurred upon submission of receipts.

Reimbursement of travel and representation expenses incurred in connection with the Employee's work will be made in accordance with the Company's internal rules.]

10. Holiday and special holidays

The Employee is entitled to holiday with salary and holiday supplement in accordance with the applicable holiday legislation, to the extent that the Employee has earned such entitlement.

[The Employee is [from the start of the employment] [After x months of employment] entitled to 5 paid special holidays per [holiday year/period] with full pay. The Company may determine when these special holidays should be held. If the special holidays are not held before the end of the [period/holiday year] or before resignation, they will be forfeited without compensation.]

Alternatively

[The Employee is not entitled to special holidays.]

11. Other paid leave

[The Employee is entitled to leave with pay for the following event:

- [Specify dates/events if applicable]]

Alternatively

[At the Company no agreement regarding other paid leave has been made]

12. Leave in relation to pregnancy, childbirth and maternity/paternity

The Employee is entitled to leave in relation to pregnancy, childbirth, and maternity/paternity in accordance with the applicable maternity/paternity leave legislation.

If the Employee is the mother of the child, the Employee is entitled to half pay during the 4-week pregnancy leave as well as the 14-week maternity leave in accordance with the current Act on Salaried Employees.

If the Employee is the father or co-mother of the child, the Employee is entitled to maternity/paternity allowance during the paternity and parental leave in accordance with the provisions of the maternity/paternity leave legislation. The father or co-mother is not entitled to salary from the Company in connection with paternity and parental leave.

Alternatively

The Company provides payment with full salary [during the following periods] [in accordance with the rules stated in the personnel handbook regarding paid pregnancy, childbirth, paternity, and parental leave].

The taking of leave must be notified in accordance with the rules of the maternity/paternity leave legislation.

13. Illness

The Employee is entitled to full pay during illness in accordance with Section 5 of the Act on Salaried Employees.

Absence due to illness must be reported by phone no later than [...] on the first day of absence to [...] on phone no. [...].

At the Company's request, illness must be documented with a declaration of faith and law and/or a free-form medical certificate or declaration of work capacity. The expenses incurred for obtaining such documentation will be covered by the Company.

14. [Leave in case of child's illness

The Employee is entitled to leave with full pay for the care of their own child under the age of 14 on the child's first sick day. This right is subject to compatibility with the Company's circumstances and that the Employee has no other option for childcare.]

15. Termination

[The first 3 months of the employment are the probation period, during which termination can take place mutually with 14 days' notice to any day, provided that termination takes place no later than the expiration date of the probation period.] [*Delete in the case of existing employment relationship.*]

After the probation period, the employment relationship can be terminated by both parties in accordance with the notice periods of the Act on Salaried Employees.

The employment relationship can be terminated by the Company with the following notice periods:

Termination before the end of the 5th month: 1 month until the end of a month
Termination before the end of 2 years and 9 months: 3 months until the end of a month
Termination before the end of 5 years and 8 months: 4 months until the end of a month
Termination before the end of 8 years and 7 months: 5 months until the end of a month
Termination after 8 years and 7 months: 6 months until the end of a month

The Employee can terminate the employment relationship with 1 month's notice until the end of a month.

[The 120-day rule

In addition, it is agreed that the employment relationship can be terminated by giving 1 month's notice to expire at the end of a calendar month, when all of the following 3 conditions are met:

- The Employee must have received salary during illness for a total of 120 days within the past 12 months.
- The termination must take place immediately after the end of the 120 sick days.
- The termination must take place while the Employee is still ill.]

16. Confidentiality

The Employee is bound by unconditional confidentiality obligations during and after employment regarding all matters related to the Company's trade secrets, including but not limited to customer relations, production conditions, marketing strategies, etc., which the Employee becomes aware of during the course of employment and which, by their nature, should not be disclosed to others. Furthermore, reference is made to Section 4 of the Act on Trade Secrets.

Violation of the confidentiality obligation during the employment relationship is considered a serious breach that may result in termination of the employment relationship. Furthermore, the breach entails an obligation to compensate the Company for any resulting loss.

The Employee is also obligated to securely store all received materials and ensure that unauthorized third parties do not have access to the materials.

17. Returning of the Company's materials

When the Employee resigns from the position, regardless of the reason, all materials belonging to the Company and in the Employee's possession must be handed over to the Company. The Employee cannot exercise any right of retention over the materials for any claim they may believe they have against the Company.

18. [Secondary employment

The Employee must inform the Company of any secondary employment before commencing such employment.

The Employee may only take on secondary employment if they can still fulfill their obligations in accordance with the Company's established working hours.

Furthermore, the Employee may not engage in secondary employment if it is incompatible with their employment in the Company, for example, due to health and safety considerations, protection of trade secrets, or to avoid conflicts of interest.]

19. [Cross-border work (social security)

The Employee must inform the Company of any type of other employment or other salaried or unpaid activities that the Employee takes on abroad.

The Employee may only take on other employment or profession abroad in accordance with the above provision regarding secondary employment.

If the Employee takes on employment or other salaried or unpaid activities abroad which incur social security costs for the Company, the Employee will be obligated to pay the imposed foreign social security costs that the Company may have as a result.]

20. [Residence and work permit

It is a condition of employment that the Employee at all times holds a valid residence and work permit. Upon employment, the Employee is obligated to present a valid residence and work permit, and the Employee is aware that the Company will retain a copy of this permit in the Employee's personnel file.

If the Employee loses their residence and work permit, they are obligated to inform the Company about it.

The Company is entitled to terminate the employment relationship without notice if the Employee loses their residence and work permit.]

21. Other provisions

The employment relationship is covered by the Act on Salaried Employees.

The employment relationship is not covered by a collective agreement.

[Lederaftalen applies to the employment relationship if the conditions for it are met, including if the Employee is a member of Lederne.]

The Employee is obligated to keep the Company informed of their residential address, [private email address] and account information at all times.

[The currently applicable personnel handbook is an integral part of the employment relationship. The Employee is obligated to stay informed about the current personnel handbook at all times.]

As part of the employment, the Company will collect and process personal data about the Employee. The Company processes the information in general to ensure compliance with its obligations under the employment contract and applicable laws. The Employee can find detailed information about their rights in this regard, as well as the Company's handling of their personal data, in the [personnel handbook] [specify other source].

22. Signature

This employment contract is prepared in two copies, both of which are signed by the Company and the Employee. One copy remains with the Company, while the other is provided to the Employee.

The Employee acknowledges receipt of a copy of this employment contract, as well as the associated terms and conditions of employment.

Date:

Date:

[For the Company]

[The Employee's name]