|  |
| --- |
| August 2023 |
| CONTRACTEMPLOYMENT CONTRACTThis sample employment contract may be used by all employees who are employed on salaried employee terms. Please note that there are other special sample employment contracts for employees who have executive and/or project-related responsibilities. The employment contract may be used by all employees, both public employees and employees in private companies. For public employees, however, certain specific terms apply, please see:[*Contract for public employees (Danish)*](https://ida.dk/raad-og-karriere/ansaettelsesvilkaar-og-kontrakter/kontrakt-for-offentligt-ansatte)[*This employment contract has been drafted for employment by a limited liability company. If employment is performed in a company of a different ownership, it will have to be adapted accordingly. Please note that wherever the wording is italicised, you must insert data, make a choice between several options or select/deselect*.] |
|  |
| Contact[Write to IDA](https://english.ida.dk/legal-advice)+45 33 18 48 48 | Kalvebod Brygge 31-331560 Copenhagenida.dk |

**EMPLOYMENT CONTRACT**

The undersigned parties

[*Insert name*]

[*Insert address*]

[*Insert* *postal code and town*]

[*Insert CPR-no.*]

(in the following the “Employee”)

and

[*Insert name*]

[*Insert address*]

[*Insert* *postal code and town*]

[*Insert CVR-no (VAT no.)*]

(in the following the “Company”)

have today concluded:

**1. STARTING DATE**

1.1 The Employee will be employed under the title of [*insert job title, such as sales Employee, Administration Project manager*] and will take up employment with effect as from [*insert date and year*]. Seniority is calculated from [*date and year*].

**2. PLACE OF WORK AND RESPONSIBILITIES**

2.1 The place of work is [*insert address*].

2.2 [*To the extent it is consistent with operations in the Company, the Employee will be entitled to perform work from the home office established for that purpose.*]

2.3 The Employee’s work area and responsibilities are disclosed in **Appendix 1** to this contract where the conditions of appointment are defined by the Company.

**3. WORKING TIME**

3.1 The weekly working time amounts to 37 hours, incl. half an hour’s lunch break daily.

3.2 The Employee will plan his/her own working time which is to be placed within the Company’s normal office hours, Monday to Friday between [hour] and [hour]. [*Alternatively: The working time will be placed within the flexible hours which lie between 07.00 and 18.00 hrs.*].

3.3 Time spent on transportation in connection with the execution of the work, attending courses, in-service training and the like will be recognised as working time as will work executed from the Employee’s home.

**4. OVERTIME**

4.1 Overtime is when the Employee works more than 37 hours a week. All endeavours should be made to avoid overtime.

Overtime, if any, will be made up at the end of the month and be paid separately.

At the Employee’s option, overtime will be paid either by way of time off in lieu or as overtime pay according to the below rules:

*Alternative 1*

[*Time off in lieu corresponding to the scope of the overtime plus 50 % extra*

Or

*Overtime pay where the hourly rate is calculated as the gross annual salary/annual working time (52 x 37) plus 50 %.*

*The extra pay comes to 100 % for assigned overtime work on Saturdays, Sundays and non-working days.*

*Earned time off in lieu is to be taken subject to agreement, at the latest, however, within six months from its being earned.*

*Overtime pay will be paid out together with the first succeeding monthly salary*].

*Alternative 2*

[*Time off in lieu corresponding to the scope of the overtime*

Or

*Overtime pay where the hourly rate is calculated as the gross annual salary/annual working time (52 x 37).*

*The extra pay comes to* [*insert per cent*] *% for assigned overtime work Saturdays, Sundays and non-working days.*

*Earned time off in lieu is to be taken subject to agreement, at the latest, however, within six months from its being earned.*

*Overtime pay will be paid out together with the first succeeding monthly salary*].

**5. SALARY, NEGOTIATIONS AND ADJUSTMENT OF PAY PLUS PENSION**

5.1 The monthly salary comes to DKK [*insert amount*], excluding pension. The salary will be paid monthly in arrears not later than the last business day in a month

5.2 The salary is to be negotiated once annually in the month of [*insert month*] and will become effective as from [*insert month*], the first time being in the month of [*insert month and year*].

The salary will as a minimum be adjusted upwards by a percentage rate that corresponds to the pay level developments applicable to all IDA-members in private service who have a similar length of service and education, cf. the salary statistics of the Danish Society of Engineers, IDA, however as a minimum corresponding to the inflation, cf. Statistics Denmark.

5.3 In case of significant changes to the work tasks specified in section 2 above, the salary will be subject to renegotiation between the parties.

*Alternative 1*

[*A pension scheme is to be established with* [*insert Pensionskassen for teknikum- og diplomingeniører/Danske civil- og akademiingeniørers pensionskasse/name of other relevant pension fund chosen by the Employee*] *to which the Company will, in addition to the salary mentioned above, pay* [*insert percentage rate*] *% of all parts of the pay and the Employee will pay* [*insert percentage rate*] *% of all parts of the pay*].

*Alternative 2*

[*The Employee participates in the Company’s pension scheme established in* [*insert pension company*] *to which the Company will, in addition to the salary mentioned above, pay* [*insert percentage rate*] *% of all parts of the pay and the Employee will pay* [*insert percentage rate*] *% of all parts of the pay*].

**6 BONUS**

6.1. The Employee’s salary will include a bonus based on the conditions that appear from the attached agreement which forms an integral part of this contract.

6.2 Upon retirement within the financial year to which the bonus relates, the Employee is entitled to a proportionate share of the bonus to which he/she would have been eligible if he/she had been employed with the Company at the end of the financial year or at the time when the bonus is paid out, cf. Section 17a of the Danish Salaried Employees Act.

**7. SOCIAL SECURITY INSTITUTIONS**

7.1The Company pays social security contributions to the following institutions:

(for example ATP, AES, parental leave fund, name of pension company and name of insurance company for e.g. occupational injuries, loss of ability to work, critical illness etc.)

**8. HOLIDAYS AND DAYS OFF**

 **Holidays**

8.1 The Employee earns and takes his/her holidays in accordance with the rules of the Danish Holiday, always provided that he/she earns 2,08 holidays per month, corresponding to 5 weeks with pay annually.

8.2 The Employee has, from the start of the employment, 5 extra holidays (feriefridage), with pay pr. holiday year. Unsed extra holiday (feriefridage) can at the choice of the Employee be passed over to the next holiday year or converted into cash payment.

 The 5 extra holidays (feriefridage) is to be placed according to the rules on residual holiday laid down in Holidays Act.

8.3 The special holiday allowance according to the Holidays Act will be paid out at a rate of [*insert percentage, 1% or higher percentage*]. Upon resignation, the special holiday allowance of [*insert percentage*] % will be added to the holiday allowance of 12,5%.

8.4 [*As from the date of commencement of service the Employee is entitled to full salary during his/her holidays*].

[*Alternative: The Employee is entitled to [no.] weeks holiday with pay in the [current or next] holiday year*]

8.5 The Employee is entitled to replacement holidays in case of documented illness during his/her holidays.

8.6 The Employee cannot be ordered to take his/her holidays in the course of the period of notice. This also applies if the Employee has been made redundant.

**Days of from work**

8.7 Christmas Eve Day, New Years Eve Day, Friday after Ascension Day and Constitution Day are fully salaried days off from work.

**9. COMPETENCY DEVELOPMENT AND DEVELOPMENT INTERVIEW**

9.1 The Employee has the right and duty to participate in competency development, which is relevant for the employment, including educational courses. The Employee has the right to participate in continuing education for a minimum of 2 weeks a year while receiving salary. The expenses will be paid by the Company according to invoice.

[*Suggestion: The Employee is entitled to time off work with pay for up to three days for preparation for exam(s), as well as on the day of the exam(s).*]

[*An* *alternative suggestion is that the extent of education is defined by amount or number of weeks.*]

Once annually a development interview is to be held between the Employee and his/her nearest manager. The purpose of the employee’s development interview is to ensure a goal-oriented and systematic development of the Employee’s professional and personal competencies.

In the employee’s development interview a written, personal development plan must be drawn up, where development goals and activities for the Employee must be expressed.

The parties are mutually bound to follow up on the development goals and activities agreed in the development plan.

**10. PREGNANCY, CHILDBIRTH AND ADOPTION**

10.1 The Employee is entitled to leave in connection with pregnancy, childbirth and adoption in accordance with the rules of the Maternity Law (barselsloven).

 [*insert for female Employee*]

The Company will pay the full salary to the Employee during the following periods:

* Maternity leave for 4-8 weeks prior to expected birth.
* Leave for 24 weeks after birth of which 10 weeks are taken immediately after birth. Of the remaining 14 weeks, 9 weeks earmarked leave must be taken before the child turns 1 year old.

[*insert for male Employee*]

The Company will pay the full salary to the Employee during the following periods:

* Paternity leave for 2 weeks during the first 10 weeks after birth. The 2 weeks may be placed freely within the first 10 weeks immediately following birth.
* Leave for further 22 weeks after birth of which 9 weeks earmarked leave must be taken before the child turns 1 year old.

[*Alternative for both male and female Employee if it is not possible to come to an agreement concerning salary during leave: “The Employee is entitled to receive an amount corresponding to the for the Company maximum obtainable reimbursement rate from barsel.dk during the periods as defined by barsel.dk.”*]

10.2 The Employee is entitled to full pension in periods without full salary.

10.3 The above provisions apply without restrictions in case of adoption.

**11. THE EMPLOYEE´S ILLNESS AND DOCTOR´S/DENTIST APPOINTMENTS**

11.1 The employee is entitled to salary during sickness cf. section 5, subsection 2 of the Danish Salaried Employees Act.

11.2 The Employee can attend doctor´s and dentist appointments during their working hours without any reduction in his/her salary.

**12. CHILDREN’S ILLNESS ETC.**

12.1 The Employee is entitled to two salaried days off in case of a child’s illness.

12.2 The Employee can take his/her child to the doctor/dentist during working hours without deduction of salary.

**13. COMPASSIONATE LEAVE**

13.1 Moreover, Employees with children are entitled to two salaried child-care days per child each calendar year up to and including the calendar year in which the child turns 15 years.

13.2 The entitlement to child-care days applies as from the date of commencing service. If the Employee has not used the days for compassionate leave or child-care days before the end of the year or upon his/her resignation, they fall due for cash disbursement at the end of the year. However, the two salaried days given in the birth year may be transferred to the following year if the Employee wishes to.

**14. NEWSPAPER, MAGAZINES, TELEPHONE AND HOME OFFICE**

14.1 The Employee is entitled to paid subscriptions for [*insert newspaper(s)*] and [*insert magazine(s)*].

14.2 The Company will make a cell phone available to the Employee. Besides, the Employee is entitled to a paid fixed-line telephone and Internet connection.

14.3 At the Employee’s home a home office will be set up, including the necessary hardware and software to perform the work.

14.4 The above equipment may be used both for work and private purposes, and the Company will pay the establishment costs as well as the ongoing costs.

**15. TRAVEL AND ENTERTAINMENT**

15.1 The Employee’s expenses towards transportation, overnight stays, entertainment, attendance at courses, in-service training etc. will be covered by the Company according to vouchers submitted. The Employee is, however, entitled to advance payments if the Employee so requests, cf. Section 7 of The Danish Salaried Employees Act.

15.2 The Employee will be remunerated for driving his/her own car at the highest going rate, cf. Danish government rules.

**16. INTELLECTUAL PROPERTY RIGHTS ETC.**

16.1 The Employee is entitled to fair consideration for inventions, intellectual property rights, computer software and the like developed, produced or discovered by the Employee in the course and as part of the service relationship. Inventions, intellectual property rights etc., which are developed, produced or discovered by the Employee without this being in the course and as part of the service relationship belong to the Employee.

The special consideration must reflect the value of the right of use less the direct costs towards promotion, marketing, formation of agreements and implementation.

**17. TERMINATION**

17.1 Either party may terminate the service relationship at the notices laid down in the Danish Salaried Employees Act. Notice period on the part of the Company:

* up to 5 months employment the notice period is one month [*not to be inserted if a three months’ notice period is from the employment start is agreed upon according to the following suggestion:* [*From the start of the employment relationship the notice period on the part of the Company is three months*.]]
* up to 2 years and 9 months’ employment the notice period is three months
* up to 5 years and 8 months’ employment the notice period is four months
* up to 8 years and 7 months’ employment the notice period is five months

and hence at six months’ notice

The Employee may give notice of resignation at one month’s notice for the end of a month.

Notice is to be for the end of a calendar month, and it is to be made in writing and be in the hands of the addressee by the last day of the month.

No probationary period has been agreed for this service relationship.

17.2 Although the Employee may have been made redundant, he/she will retain the paid fixed-line telephone and cell phone, Internet connection, PC’s etc. as well as subscriptions, cf. Art. 12 throughout the period of notice.

17.3 The Employee always has the right to receive a written statement from the employer stipulating the duration of the employment and what kind of work and tasks the Employee has been engaged with.

**18. OUTPLACEMENT**

18.1 If the outplacement is terminated by the Company, the Employee is entitled to outplacement services from a company of the Employees choice at an appropriate value, however at least at the cost of DKK 30.000 + VAT.

**19. DISPUTES**

19.1Any dispute or disagreement that may arise in connection with the agreement in question shall be sought resolved by mediation through the Danish Mediation Institute ([www.mediationsinstituttet.dk](https://eur01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.mediationsinstituttet.dk%2F&data=05%7C01%7CBBK%40ida.dk%7C2ebe5b43f6fe458f7bc008db9e320579%7C140275f52c6b45899efcebd77efa60aa%7C0%7C0%7C638277709905096157%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=UrUgJAJUpheyPaiY8nE%2FQRAR8OgLk2y8svNwbhI9kuc%3D&reserved=0)) and shall take place in accordance with the "Rules for Handling Cases at the Danish Mediation Institute" in force at any time.

When, in the opinion of one or more parties, a dispute has arisen between the parties, each party is entitled to submit a request to the Danish Mediation Institute to initiate mediation.

The mediation does not imply a waiver of the use of legal remedies such as arrest and injunction and does not prevent a party from instituting legal proceedings before the courts in accordance with what is stated below, or from taking other legal action in connection with the dispute that has arisen in order to avoid acquiescence or limitation resulting in the forfeiture of rights.

If the dispute is not resolved through mediation, either party is entitled to demand that the dispute be settled by the courts of Denmark.

**20. THE DANISH SALARIED EMPLOYEES ACT AND THE HOLIDAYS WITH PAY ACT**

20.1 To the extent the above provisions do not give the Employee any preference position, the Danish Salaried Employees Act and the Danish Holidays with Pay Act are to govern the service relationship.

\*\*\*\*\*

**SIGNATURE**

[*insert city/ town*], [*insert date*] [*insert city/ town*], [*insert date*]

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

[*insert name of the Employee*] For the Company