

Ansættelsesbevis / Contract of employment

Den til enhver tid gældende hovedoverenskomst mellem Dansk Erhverv Arbejdsgiver og 3F Privat Service, Hotel & Restauration er gældende for ansættelsesforholdet, medmindre anden kollektiv aftale er indgået med 3F.

The collective agreement between Dansk Erhverv Employer and 3F Private Service, Hotel & Restauration applies to the employment relationship unless another collective agreement has been entered into with 3F.

1. Arbejdsgivers navn og adresse: Employer's name and address CVR-nr. /company reg. no.: Tlf.nr. / tel. no.: E-mail:	1.a. Arbejdsstedets navn og adresse: Name and address of the workplace Tlf.nr. /tel. no.: E-mail:
2. Medarbejderens navn og adresse: Employee's name and address CPR-nr./social security no.: Tlf.nr./tel. no.: E-mail: (Enhver ændring skal straks meddeles virksomheden). (any change must be notified immediately to the company)	3. Er medarbejderen medlem af 3F? Is the employee a member of 3F? <input type="checkbox"/> Ja/yes <input type="checkbox"/> Nej/no 3.a. Statsborgerskab/Citizenship: 4. Er virksomheden medlem af Dansk Erhverv Arbejdsgiver? Is the company a member of Dansk Erhverv Employer? <input type="checkbox"/> Ja/yes <input type="checkbox"/> Nej/no
5. Ansat som/Emloyed as: _____	
6. Tiltrædelsesdato/Commencement date: _____ Evt. overført anciennitet fra tidligere ansættelsesforhold/Any transferred seniority from previous employment: år/years _____ mdr./months _____ dage/days _____.	
6.a. Stillingen er tidsbegrænset og ophører uden yderligere varsel pr. den: The position is fixed-term and will end without further notice on (date) _____.	
7. Virksomhedsanciennitet (for medhjælpere og receptionister): Company seniority (for assistants and receptionists) Virksomhedsanciennitet/Company seniority _____ år/years _____ måneder/months _____ dage/days .	
8. Brancheanciennitet (for gastronomer, fastlønnede tjenere og servicemedarbejdere): Industry seniority (for chefs, salaried waiters and service workers) Brancheanciennitet/Industry seniority _____ år/years _____ måneder/months _____ dage/days .	
9. Medarbejderen er fastansat på månedsløn og beskæftiget som: The employee is permanently employed with a monthly salary and employed as: <input type="checkbox"/> Fuld tid (gennemsnitligt 37 timer pr. uge svarende til 148 timer over 4 uger) Full time (average 37 hours per week equivalent to 148 hours over 4 weeks) <input type="checkbox"/> Deltid, med et garanteret timetal på _____ timer over 4 uger Part-time, with a guaranteed number of _____ hours over 4 weeks	

- Deltid, weekendansat fredag fra kl. 15.00 til mandag kl. 07.00 (kun medhjælpere, natportierer og tjenere) med et garanteret timetal på _____ timer over 4 uger (maks. 104 timer / tjenere min. 32 timer)**

Part-time, weekend employee Friday from 15.00 hrs. – Monday 07.00 hrs. (only assistants, night porters and waiters) with guaranteed working hours of _____ hours over 4 weeks (max 104 hours / waiters min. 32 hours)

9.a Medarbejderen er beskæftiget som:

The employee is employed as:

- Løsarbejder/reserve. Aftalt løn kr.: _____ pr. time.**
Extra staff/casual worker. Agreed salary DKK: _____ per. Hour

10.a. Medarbejderen/løsarbejderen/reserven er ved ansættelsen omfattet af en arbejdsmarkedspension baseret på en kollektiv overenskomst og er pensionsberettiget fra 1. arbejdsdag i overenskomstens pensionsordning i PensionDanmark

At the time of employment, the employee/extra staff/reserve is already covered by a labour market pension scheme based on a collective agreement and is entitled to pension from the first day of employment in the collective agreement's pension scheme in PensionDanmark

10.b. Medarbejderen (fuldtid / deltid) er omfattet af overenskomstens pensionsordning i PensionDanmark fra den _____, når der er opnået 6 måneders brancheanciennitet indenfor de forudgående 5 år.

The employee (full-time / part-time) will be covered by the pension scheme agreed upon in the collective agreement in PensionDanmark from (date) _____ once 6 months of industry seniority has been achieved within the previous 5 years.

- Løsarbejderen/reserven omfattes af overenskomstens pensionsordning i PensionDanmark efter 58 vagter i virksomheden.**

Extra staff/reserves will be covered by the pension scheme agreed upon in the collective agreement in PensionDanmark after working 58 shifts for the company.

En evt. indfasningsordning i henhold til overenskomsten gøres tilgængelig for medarbejderen. Alternativt beskrives vilkår for indfasning under pkt. 18.

Any relevant phase-in scheme according to the collective agreement is made available to the employee. Alternatively, conditions for phasing in are described under section 18.

11.a. Månedsløn inkl. variable tillæg angivet som et fast månedligt beløb. Tillæggene skal mindst svare til, hvad medarbejderen gennemsnitligt ville have oppebåret, hvis tillæggene blev udbetalt på baggrund af den præsterede arbejdstid:

Monthly pay incl. variable allowances indicated as a fixed monthly amount. The allowances must be at least equivalent to what the employee would have received on average if the allowances were paid on the basis of the actual time worked:

Minimalløn kr.:
Minimum pay DKK _____

Fagtillæg kr.:
Vocational allowance DKK _____

Anciennitetstillæg kr.:
Seniority allowance DKK _____

Forskudttidstillæg kr.:
Staggered working hours allowance DKK _____

Korttidstillæg (gastronomer) kr.:
Short term allowance (chefs) _____

11.b Månedsløn ekskl. variable tillæg: Månedslønnen betales ekskl. variable forskudttids- og nattillæg. De variable forskudttids- og nattillæg udbetales på baggrund af den faktisk præsterede arbejdstid.

Monthly pay excl. variable allowances:
The monthly pay is payable excl. allowances for evening, night and weekend work. These allowances will be paid on the basis of the actual time worked.

Minimalløn kr.:
Minimum pay DKK _____

Fagtillæg kr.:
Vocational allowance DKK _____

Anciennitetstillæg kr.:
Seniority allowance DKK _____

Korttidstillæg (gastronomer) kr.:
Short term allowance (chefs) DKK _____

Personligt tillæg kr.:
Individual allowance DKK _____

Personlig løn i alt kr. pr. måned:
Total individual pay per month DKK _____

Nattillæg kr.:

Allowance for night work DKK _____

Personligt tillæg* kr.:

Individual allowance DKK _____

Personlig løn i alt kr. pr. måned:

Total individual pay per month DKK _____

Medarbejderen er ansat som provisionslønned**tjener**/The employee is employed on a commission basis: (sæt x/put cross).**Garantilønnen udgør pr. måned kr. _____**

The guaranteed pay amounts to DKK per month DKK

*** Med hensyn til lokal løndannelse og lønforhandling henvises til overenskomsten.**

* With regard to local salary formation and salary negotiation, refer to the collective agreement.

Lønnen pr. måned beregnes for fuldtidsansatte ved at gange timelønnen med 160,33.**For deltidsansatte beregnes lønnen pr. måned således: Antal timer pr. uge x timeløn x 4,333.**

For full-time employees, the monthly salary is calculated by multiplying the hourly rate by 160.33.

For part-time employees, the monthly salary is calculated by multiplying number of hours per week x hourly rate x 4.333.

I tillæg til lønnen betaler arbejdsgiveren pt. _____**% af den ferieberettigede løn som et særligt løntillæg****i henhold til overenskomsten.**

In addition to the salary, the employer currently pays a percentage of the holiday-entitled salary as a specific allowance according to the collective agreement.

En evt. indfasningsordning i henhold til overenskomsten gøres tilgængelig for medarbejderen.**Alternativt beskrives vilkår for indfasning under pkt. 18.**

Any relevant phase-in scheme according to the collective agreement is made available to the employee. Alternatively, conditions for phasing in are described under section 18.

12. Lønnen udbetales pr. / Salary is paid out per _____**Lønnen overføres til bank/sparekasse: _____**

Salary is transferred to bank / savings bank

Reg.nr./reg. no.: _____ **Kontonr./account no.:** _____**13. Socialsikring og sundhedsordning:**

Social security and health scheme

Arbejdsgiveren indbetaler til ATP, Arbejdsmarkedets Erhvervssikring og arbejdsskadeforsikring**hos**/The employer pays into ATP, The Labour Market Insurance and workers' compensation insurance

at: _____.

Medarbejdere, omfattet af pensionsordningen, er tillige omfattet af PensionDanmarks sundhedsordning i henhold til overenskomsten.

Employees covered by the pension scheme are also covered by PensionDanmark's health scheme in accordance with the collective agreement.

14. Sygdom:

Sickness

Medarbejderen har ret til løn under sygdom efter reglerne i overenskomsten.

The employee is entitled to pay during sickness according to the rules in the collective agreement.

Receptionister (dog undtaget natportierer, der kun udleverer nøgler, foretager vækning og ikke udskriver regninger eller foretager inkasseringer uden i særlige tilfælde) har ret til fuld løn under sygdom i henhold til funktionærloven.

Receptionists (except for night porters who only hand out keys, conduct wake up-calls and who are generally not in charge of invoicing or collection of payments), are entitled to full pay during illness according to the Danish Salaried Employees Act.

Anmeldelse af sygdom samt sygdom i øvrigt: Der henvises til sygdomscirkulæret, som er et tillæg til dette ansættelsesbevis.

Notification of sickness and sickness in general: Reference is made to the Sickness Circular, which is a supplement to this contract of employment.

15. Ferie og andet fravær

Holiday and other absence

Medarbejderen har ret til ferie med feriegodtgørelse.

The employee is entitled to holiday with holiday allowance.

Receptionister (dog undtaget natportierer, der kun udleverer nøgler, foretager vækning og ikke udskriver regninger eller foretager inkasseringer uden i særlige tilfælde) oppebærer løn under ferie.

Receptionists (except for night porters who only hand out keys, conduct wake up-calls and who are generally not in charge of invoicing or collection of payments) receive pay during holiday.

Der optjenes 2,08 dage for hver måneds beskæftigelse i et ferieår, og der henvises til Overenskomstens del 2, Ferieregulativ.

2.08 days are earned for each month's employment in a holiday year, and reference is made to Part 2 of the collective agreement, Holiday Regulations.

Med hensyn til feriefridage, barsel og barns sygdom henvises til overenskomsten.

With regard to special holidays, maternity/paternity leave and child illness, please refer to the collective agreement.

16. For receptionspersonale (dog undtaget natportierer, der kun udleverer nøgler, foretager vækning og ikke udskriver regninger eller foretager inkasseringer uden i særlige tilfælde) gælder Funktionærloven.

For reception staff (except for night porters who only hand out keys, conduct wake up-calls and who are generally not in charge of invoicing or collection of payments), the Danish Salaried Employees Act applies.

17. Efteruddannelse og kompetenceudvikling

Continuing education and skills development

Med hensyn til mulighed for efteruddannelse og kompetenceudvikling henvises til overenskomstens regler om Kompetenceudviklingsfond.

With regard to the possibility of continuing education and skills development, reference is made to the collective agreement's rules on the Competence-Development Fund.

18. Eventuelle bemærkninger:

Additional comments:

19. Der henvises i øvrigt til overenskomstens regler om arbejdstid, regler for vagtplaneringen, overarbejde, opsigelsesregler og fratrædelsesgodtgørelse, seniorordning, ferieregulativ, kostordning samt bestemmelser om løntillæg ud over den aftalte månedsløn.

Further reference is made to the collective agreement's stipulations on working hours, rules for shift planning, overtime, termination rules and severance pay, senior employee scheme, holiday regulations, meal scheme and provisions concerning allowances in addition to the agreed monthly salary.

Overenskomsten kan rekvireres på www.danskerhverv.dk samt www.3f.dk.

The agreement can be obtained at www.danskerhverv.dk and www.3f.dk.

20. Nærværende kontrakt er underskrevet i 2 eksemplarer, hvoraf det ene er udleveret til medarbejderen.

This contract is signed in 2 copies, one of which is handed to the employee.

Dato/date:

Virksomhedens underskrift

Company signature

Medarbejderens underskrift

Employee signature

Please note: this is an unofficial translation. In case of discrepancy between the Danish and the English version, the Danish version will prevail.

SICKNESS CIRCULAR

NOTIFICATION OF SICKNESS, CF. THE SICKNESS BENEFITS ACT ART. 35:

According to the Consolidation Act on Benefits in the Event of Sickness or Child Birth ("Sickness Benefits Act"), notification of sickness must be provided as quickly as possible to the employer or the employer's substitute. If you live alone and do not have access to a telephone, this must have been announced to the employer or the employer's substitute beforehand. Should the employer perceive the notification has been provided too late, then he/she must as quickly as possible – and preferably in connection with the notification – provide a written statement to inform that the notification of sickness was delivered late, and that rights are reserved to not pay sickness benefits until the notification of sickness have been received.

It is agreed that notification of sickness must be provided no later than _____

NOTIFICATION OF SICKNESS IS TO BE PROVIDED TO:

Name: _____ Department: _____

Telephone: _____ Extension: _____

REMEMBER TO NOTE THE NAME OF THE PERSON RECEIVING THE NOTIFICATION, IF THE PERSON MENTIONED ABOVE IS NOT PRESENT.

DOCUMENTATION FOR ABSENCE, CF. THE SICKNESS BENEFITS ACT ART. 36:

The employer may request the sickness to be documented by way of a written declaration (an affidavit). This form of documentation can be requested by the employer no sooner than on the 1st day of sickness, to be delivered on the 2nd day of sickness (not counting Sundays and public holidays). If the sickness lasts less than 2 days, the declaration can be filled out as work is resumed.

The right to sickness benefits from the employer may no longer apply, if the employee fails to fulfill the requirement for documentation without the presence of excusable circumstances.

MEDICAL DOCUMENTATION:

Medical statement of incapacity to work (in Danish: friattest), cf. The Sickness Benefits Act art. 36, s. 1:

The employer may request the employee to document absence due to sickness by way of a medical statement of incapacity to work. This can be issued from the 4th day of sickness, excl. Saturdays, Sundays and public holidays.

The employer may request to receive the statement the day after it was issued. (excl. Sundays and public holidays). The employer is to cover costs related to the statement.

Statement of fitness for work (in Danish: mulighedserklæring), cf. The Sickness Benefits Act art. 36 a.

The employer may request a statement of fitness for work in the event of short, repetitive or lengthy sickness. The purpose of the statement is to retain the employee within the job.

The statement consists of two parts. The employer and the employee will fill out the first part of the statement jointly, based on a meeting. The doctor will fill out the second part.

The employer shall invite the employee to the meeting with a reasonable notice. The employee is obliged to appear at the meeting. If the employee is not able to appear as a result of the sickness, the meeting can instead be held by phone, if the sickness allows it. The cost of the statement is covered by the employer.

DOCUMENTATION FOR ABSENCE/MEDICAL DOCUMENTATION IS TO BE ADRESSED TO:

Company name (or stamp): _____

Street and number: _____ Area code and city: _____

CONTACT PERSON IN CASE OF ACCIDENT (EG. CLOSEST RELATIVE):

Name: _____ Street and number: _____

Area code and city: _____ Telephone: _____

ARE YOU SUFFERING FROM ANY KIND OF CHRONICAL OR NON-CHRONICAL DISEASE WHICH WILL SIGNIFICANTLY AFFECT YOUR ABILITY TO MAINTAIN THE JOB IN QUESTION?

YES NO

WORKS COUNCIL:

The works council may draft rules subject to the collect agreement and relevant legislation. Where there is no works council, agreements can be made locally according to the above. If the employer is of the opinion that no sickness benefit is to be paid, he/she is obliged to fill out and forward to the employee a sickness benefits form, to be handed to the local social services department without delay.