 

**Ansættelsesbevis / Contract of employment**

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

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

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| 1. **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: |
| 1. **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?  **Ja**/yes  **Nej**/no |
| **3.a. Statsborgerskab/**Citizenship: |
| **4. Er virksomheden medlem af HORESTA-Arbejdsgiver?**  Is the company a member of HORESTA Employer?  **Ja**/yes  **Nej**/no |
| **5.** **Ansat som**/Employed 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)  6. | | |
| **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:  **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)  **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-mandag kl. 07.00 (kun medhjælpere og natportier) med et garanteret timetal på       timer over 4 uger (maks. 104 timer).**  Part-time, weekend employee Friday from 15.00 hrs. – Monday 07.00 hrs. (only assistants and night porters) with guaranteed working hours of       hours over 4 weeks (max 104 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 /løsarbejder/reserve 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.**  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.  **Løsarbejder/reserve 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)  **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 provisionslønnet 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. | **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 | |
| **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 natportier, 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 natportier, 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 natportier, 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.horesta.dk samt www.3f.dk**  The agreement can be obtained at www.horesta.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** **Medarbejderens underskrift**  Company signature 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.

**HORESTA Arbejdsgiver 3F Privat Service, Hotel & Restauration**