

# Employed by or apprenticing at a tattoo studio?

## Read this before you sign

The Danish Tattoo Guild - Dansk Tatovør Laug, or DTL - has received several concerning enquiries and actual employment contracts from apprentices and employed tattoo artists.

The enquiries have concerned matters including:

- Very low salaries.
- Six working days per week.
- Unclear rules regarding overtime.
- Broad restrictions on employees' rights.
- Foreign tattoo artists who only discover the actual employment conditions after moving to Denmark.

This guidance applies to apprentices and tattoo artists who are employed as employees - regardless of whether their position is described as tattoo artist, employee, student, apprentice or trainee.

It does not apply to self-employed tattoo artists, guest artists or individuals who rent a station and operate their own business.

**DTL does not provide legal advice and cannot determine whether a specific contract is lawful. The purpose of this article is to highlight the problems and potential pitfalls we are genuinely seeing within the industry.**

## Just because it is written in the contract does not necessarily make it legal

DTL has seen contracts containing terms under which:

- The employee is prohibited from discussing their salary.
- Working hours may be changed continuously without a clearly stated number of weekly hours.
- The employee is expected to work beyond their normal working hours without clear rules regarding payment or time off in lieu.
- All other paid work is prohibited unless the employer gives permission.
- The company claims extensive rights to the employee's designs, photographs and videos - including after the employment has ended.
- The employee is described as an "apprentice" without any specific training plan or defined end to the apprenticeship period.
- The contract simply states that the Danish Salaried Employees Act does not apply.

Some of these terms may be invalid or impossible to enforce, even if the employee has signed the contract.

## The contract must contain clear information

An employment contract must include clear information about matters including:

- The employer's name and address.
- The place of work.
- Your position and duties.
- The start date and, where relevant, the expected duration of the employment.
- Any probationary period and notice periods.
- Salary, supplements, pension, commission and other forms of remuneration.
- The exact date on which salary will be paid.
- Normal daily or weekly working hours.
- Rules regarding overtime, payment and time off in lieu.
- Rules regarding changes to work schedules and the notice provided if working hours vary.
- Holiday and other paid leave.
- Any training or education offered by the employer.

For example, a clause stating:

*"The salary period runs from the 21st to the 20th."*

does not necessarily explain the date on which the money will actually be paid.

**Make sure the exact payment date is confirmed in writing.**

## You are allowed to discuss your own salary

An employer cannot lawfully prohibit an employee from telling other people about their own salary.

An employee is entitled to disclose information about their own pay to anyone and must not be subjected to unfavourable treatment for doing so.

A contract clause stating:

*"The employee must not talk about the salary with other employees."*

should therefore be considered a very clear warning sign.

## Working hours and overtime must be transparent

Working six days during a single week is not automatically unlawful. However, the total working time must comply with the applicable rules, and the contract must explain what constitutes normal working hours and what happens when the work takes longer than expected.

Employers must record their employees' actual working hours. This is intended, among other things, to make it possible to monitor:

- Maximum weekly working hours.
- Daily rest periods.
- Weekly rest days.

As a general rule, the average working week must not exceed 48 hours, including overtime.

Employees must normally receive at least 11 consecutive hours of rest during each 24-hour period, as well as a weekly rest day.

### Always ask:

- Are breaks paid?
- How many hours am I expected to be present at the studio?
- What happens if a tattoo takes longer than planned?
- Will I be paid for overtime, or will I receive time off in lieu?
- How much notice will I receive if my work schedule changes?

You should also keep your own records of starting times, finishing times and days off.

## A very low salary is not automatically unlawful

Denmark does not have a general statutory minimum wage. Salary is normally agreed between the employer and the employee or established through a collective agreement.

This does not mean that you should accept any salary without carefully reviewing it.

Always calculate what the salary actually amounts to per working hour when all duties and working time are included, such as:

- Days spent working in the studio.
- Cleaning.
- Drawing and preparation time.
- Communication with customers.
- Meetings.

- Any overtime.

The salary, pay period, payment date and any commission arrangements must be clearly stated.

You should also obtain written clarification of what happens in relation to:

- Customer cancellations.
- Complaints.
- Free corrections or touch-ups.
- Customers provided by the studio.

## Are you genuinely an apprentice - or simply a low-paid employee?

The use of the word "apprentice" or "trainee" does not in itself explain why an employee should receive a lower salary or poorer employment conditions.

Ask for a specific training plan stating:

- Who is responsible for your training.
- What you are expected to learn.
- How long the training period will last.
- How your progress will be assessed.
- When, and according to which criteria, you will no longer be considered an apprentice.
- How your salary will develop during the training period.

A formal student or apprentice enrolled in a Danish vocational education programme must have a training agreement with an approved company. The agreement must be connected to a school and to the specific education programme.

If you are not part of such an educational arrangement, you should clarify what the title "student", "trainee" or "apprentice" means legally and practically in relation to your particular employment.

## Be cautious of broad restrictions on other employment

As a general rule, an employer may not prevent an employee from having another job, provided that the employee can continue to comply with the agreed work schedule.

There may be legitimate exceptions, for example due to:

- Health and safety considerations.
- Trade secrets.
- Genuine conflicts of interest.

However, a general clause stating that no other paid work may be carried out without written permission should be examined carefully.

## Customer and non-compete clauses are subject to strict requirements

An employment contract cannot automatically prevent a former employee from:

- Working at another tattoo studio.
- Starting their own business.
- Having contact with customers after leaving the company.

Non-compete and customer clauses must comply with several statutory requirements, including requirements concerning:

- The employee's position.
- A written justification for the clause.
- The duration of the restriction.
- Financial compensation.

Always have such clauses assessed by a legal professional before signing.

## Who owns your designs, photographs and videos?

Read the contract very carefully if it gives the company rights to:

- Your original designs.
- Drawings created before your employment began.
- Photographs of tattoos you have made.
- Your name, face or professional profile.
- Videos and posts from your social media accounts.
- Material the company intends to continue using after your employment has ended.

The contract should clearly specify:

- Exactly which material is covered.
- Where the material may be used.
- How long the company may use it.
- Whether you may continue using the photographs in your own portfolio.

Very broad and irrevocable transfers of rights should be reviewed by a legal professional.

## **The Danish Salaried Employees Act cannot necessarily be excluded by a contract**

Whether an employee is covered by the Danish Salaried Employees Act is not determined solely by a sentence written in the contract.

It depends on factors including:

- The employee's actual duties.
- Their working hours.
- The way in which the work is carried out.

If the employee is in fact covered by the Act, its protections generally cannot be waived to the detriment of the employee.

However, whether a particular employed tattoo artist is covered requires an individual assessment under Danish employment law.

## **Remember holiday entitlement and holiday allowance**

All employees accrue holiday entitlement. Different arrangements apply depending on whether the employee receives paid holiday or holiday pay.

If you are entitled to paid holiday, you will generally also be entitled to a holiday allowance of 1 per cent.

The contract should therefore not simply state "five weeks of holiday". It should clearly explain:

- How holiday entitlement is accrued.
- How the holiday is paid.
- How and when holiday dates are notified.

## **Foreign employees also have rights**

As a general rule, foreign employees have the same rights and obligations as Danish employees and must be treated equally to employees working in comparable positions.

If you are moving to Denmark for work, you should:

- Obtain the contract before travelling.
- Have it translated into a language you understand.
- Make sure all promises concerning salary, accommodation, working hours and training are confirmed in writing.
- Check when your first salary will be paid.
- Have enough money for accommodation, transport and food until your salary has actually been paid into your account.
- Avoid becoming completely dependent on your employer for accommodation, income and your right to remain in Denmark.

Verbal promises can be extremely difficult to prove later.

## Are you already employed and experiencing problems?

Keep copies of:

- Your employment contract and all amendments.
- Work schedules and records of your actual working hours.
- Payslips and bank transfers.
- Messages and emails.
- Verbal changes that you subsequently confirm in writing.
- Documentation relating to overtime, holiday, sickness and unpaid salary.
- Material you have produced yourself.

Do not sign new amendments or changes under pressure. Have them reviewed first.

A trade union, lawyer or legal aid organisation can assess the contract itself and any potential financial claims.

The Danish Working Environment Authority can be contacted regarding matters including the working environment, rest periods and weekly rest days. Foreign employees can also find official information in English through Workindenmark.

DTL can provide general guidance regarding the tattoo industry, but it is not a trade union and cannot conduct an individual employee's employment case.

## Proper working conditions are part of a professional industry

A professional tattoo industry requires more than high professional standards and safe hygiene practices.

It also requires clear contracts and proper working conditions.

This article provides general information and cannot replace specific legal advice.

**CLEAR CONTRACTS. PROPER WORKING CONDITIONS.**