2023/2025

NATIONAL COLLECTIVE AGREEMENT

For the IT Workers' Collective Agreement
between
Dansk Erhverv Arbejdsgiver and HK Privat

Translation – not legally binding. In case for uncertainties in the translation, the Danish original version will take precedence.

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PREFACE

Denmark must be a world champion in business understanding, intercultural competence, innovation management and learning. Therefore, we need to equip ourselves for developing our workplaces and companies – starting from the concept stage, market research and technological development, through design and production, and finally for logistics, sales and service. We have to thrive on our global insight and ability to take new knowledge and technology from all over the world and give it a user-friendly design, which we consider to be good business acumen and user-driven innovation.

If the Danish IT industry is to equip itself for this development, there needs to be a flexible labour market with good management, motivated employees and competitive enterprises that create jobs and value for owners, employees and society alike.

The Danish tradition of employees and employers largely setting their own rules is a key factor in the Danish labour market being able to retain its flexibility and efficiency for the benefit of both parties.

With this collective agreement, HK Privat and Dansk Erhverv Arbejdsgiver aim to support continued favourable socio-economic development based on a flexible and competitive labour market, with the best possible working conditions for employees. The collective agreement is the first of its kind in the IT sector and sets a new innovative standard in the field.

SECTION 1 SCOPE OF THE IT WORKERS' COLLECTIVE AGREEMENT

1. This collective agreement covers IT companies, including media, telecommunications and support enterprises, with a primary business area in IT sales, development and/or operation within the IT sector.

2. The IT sector comprises the functions in which the employee specialises in working with IT

Examples of function descriptions in this sector include:

a. Processing data directly to IT systems

b. Operation of IT systems and servers

c. Monitoring IT systems, servers, internet and networks, ensuring production, including backups, responsibility for appropriate operation and utilisation of IT equipment.

d. Operation planning, production execution and data control.

e. Design and analysis, programming, implementation, troubleshooting and documentation of software/internet.

f. Installing, customising and implementing software, including working with operating systems.

g. Project management, project definition and project implementation.

h. Consultancy, hotline and user services related to the use of IT.

i. Internet, web, multimedia and database administration.

j. Working with and responsibility for IT security and IT security implementation.

3. Employees who work for companies where the primary business area falls under subsection 1 and that are covered by the occupational scope of the Salaried Employees' Collective Agreement for Trade, Knowledge and Service (Funktionæroverenskomsten for Handel, Viden og Service) entered into between Dansk Erhverv Arbejdsgiver and HK Privat and HK HANDEL are also covered exclusively by this IT Workers' Collective Agreement.

4. Salaried employees who occupy managerial positions or whose authority binds the company to a significant degree or whose duties, because of their particularly confidential nature, make them the company's representatives, fall outside the scope of the collective agreement.

SECTION 2 WORKING HOURS

1. The normal weekly effective working hours are up to 37 hours.

2. Working hours are determined locally at the individual company, taking into account the best interests of the employee and the company.

3. For both full-time and part-time employees, working hours can be scheduled with varying weekly working hours within a maximum period of 26 weeks. If the working hours for the period are planned in such a way that they exceed 45 hours in one or more weeks, hours in excess of 45 per week must be paid with an overtime supplement, cf. Section 4, even if the average weekly working hours for the period have not been exceeded.

   All hours up to 37 hours in a single week, cf. subsection 1, or as an average over a period of time, cf. the first paragraph of this provision, shall be paid for both full-time and part-time employees at the normal wage.

4. The average weekly working hours calculated over a 26-week period may not exceed 48 hours including overtime, cf. EU Directive 93/104/EC of 23 November 1993 concerning certain aspects of the organisation of working time.

5. For on-call shifts, telephone duty and work in continuous operation, negotiations on schedules and payment rules are negotiated locally. Where agreement is not reached, either party may request the involvement of the parties.

   Please also see the Agreement on On-Call Shifts (Aftale om rådighedstjeneste).

6. Employees must have a total of at least 30 minutes of break per day, unless otherwise agreed. The daily time for breaks cannot exceed 1 hour. On days where the working hours end before 14:00, it may be agreed between the parties that breaks will not be taken.

7. The provisions do not preclude the possibility of agreeing on flexible working hours schemes.

8. The employee is entitled to a day off with pay either on 24 December or 31 December at the company's discretion. Furthermore, the employee is entitled to time off with pay on Constitution Day.

   Employees who work on a day off, and who are not employed on a function-based pay, are paid normal overtime pay, unless the day off falls on a Sunday. In the latter case, overtime is paid at 100%.

   The company and employee can agree on another day off.

9. The company or employees can each request negotiation of the rules concerning working hours with a view to concluding a local agreement on working hours as a supplement to the rules in this collective agreement. Both the company and the employees can ask for the parties to be involved. If no agreement is reached in this negotiation, the general rules on working hours in this provision will apply.

10. With effect from 1 March 2024, the following shall apply:

Preventive measures for night work performed by night workers
The parties agree that the planning of night work must follow the recommendations of the National Research Centre for the Working Environment (NFA), including the special recommendations for pregnant women. In the Agreement on Night work and Health Checks, the parties have agreed on the principles according to which the night work performed by night workers should be planned so as to follow the recommendations, as well as the measures to be taken if the recommendations are not followed.

SECTION 3 PERMANENT PART-TIME EMPLOYMENT

1. Part-time employees are graded according to the same rules as full-time employees, and their wages are calculated using the ratio between the individual’s weekly working hours and the applicable normal weekly working hours of the company or the department.

2. When a full-time employee continues in the organisation as a part-time employee, the salary is calculated as above, but in relation to the employee's previous salary.

3. When employing part-time employees, the normal working hours (length and location) shall be agreed on a case-by-case basis. Changes to these normal working hours can only be made with notice in accordance with the Danish Salaried Employees Act; however, for non-salaried employees, with notice cf. Section 9(2). However, in exceptional cases, it may be agreed that part-time employees participate in extra work and overtime.

4. Weekday holidays shall be paid when they fall within the agreed working dates.

5. If the part-time employee works in excess of the agreed working hours, such extra hours shall be paid at the employee's normal hourly rate, however such that for part-time employees who are covered by the working hour planning over 26 weeks, hours in excess of 45 per week will be paid with an overtime supplement, cf. Section 4, even if the average weekly hour standard for the period has not been exceeded, cf. Section 2(3).

6. The extra work performed by part-time employees is entitled for pension.

7. Part-time employees with working hours of 8 hours per week or less are not covered by the Danish Salaried Employees Act.

SECTION 4 OVERTIME

The parties agree that overtime can be a special problem in the IT sector and therefore recommend that overtime should be limited as much as possible, with due consideration for the needs of the company, and that time should be taken off in lieu of overtime worked wherever possible.

Overtime is paid only when the work is performed on the orders of the employer or its representative at the workplace.

When possible, notice of overtime work shall be given no later than the previous day. For overtime work for which notice was given, but no part was actually done, and where notice of this change was given less than 4 hours before the overtime work was due to have started, 1 hourly rate + 50 per cent shall be paid.

1. Payment

A. Overtime for which supplements can be claimed, cf. Sections 2 and 3, is paid at the hourly rate + 50% for the first 3 overtime hours; thereafter, and for all overtime on Sundays and public holidays, it is paid at 100%.

Overtime worked between 24:00 and 06:00 is paid at the hourly rate + 100%.

The calculation is based on half hours.

Payment is calculated from the start of the overtime.

B. If the employee is called in for overtime work without prior notice after the employee has left the company at the end of normal working hours, the overtime supplement shall be 100%.

C. The hourly rate shall be calculated as the employee's total monthly wages divided by 160.33.

2. Time off in lieu

A. Time off in lieu of overtime may be agreed such that 50% hours are converted into 1.5 hours off for each hour of overtime, and 100% hours are converted into 2 hours off for each hour of overtime.

B. The scheduling of the time off in lieu shall be agreed between the company and the individual employee, normally with 1 week's notice. As far as possible, the time off must be granted as full or half days off and must be taken within 2 months of the overtime being worked.

C. If the employee reports sick to the company before the start of normal working hours on the day on which they were due to take agreed time off in lieu, the illness shall be considered an impediment to taking the time off in lieu. If the employee has planned several days of time off in lieu, the impediment to time off in lieu also applies to illness on any subsequent days of time off in lieu.

SECTION 5 WAGES

1. Determination of wages

A. Wages shall be agreed directly between the company and the employee on a case-by-case basis. Wage levels, including any agreements on function-based pay, shall be reviewed and adjusted where necessary at least once a year on an individual basis. The parties recommend that the company should set a date for the annual pay reviews, including when any pay adjustment will be calculated from. The parties recommend that the special requirements of the IT sector should be taken into account when personal pay is negotiated.

B. The wages must reflect the employee's performance, qualifications, skill, job flexibility, work at special times, the content and responsibilities of the position and any education, and whether an agreement on function-based pay has been entered into, cf. Section 5(1)(F).

C. Where local parties wish to negotiate pay collectively, this can be agreed locally.

D. In order to best support his/her colleagues in connection with entering into salary agreements pursuant to Section 5(1)(A) and (B), the union representative may request information on the company's productivity, competitiveness, financial situation and future prospects, including order backlog, market situation and production conditions.

E. Pay systems may be introduced at the individual company in order to improve the competitiveness and development of the company and the development of the employee.

F. An employee is entitled to demand negotiations with the company if wages deviate significantly from the starting level for comparable employee groups at the company or comparable companies within the industry.

If the wages determined for the individual employee are in obvious conflict with the condition set out in subsection (1)(B), either party may request negotiations with the participation of both organisations.

G. In cases where disparities are deemed to exist in this area as a whole, the parties have the right to institute proceedings, in accordance with the rules that may apply at any time for handling industrial disputes, cf. the rules below on the bargaining committee.

H. When determining the salary, an agreement may be entered into on function-based pay, with due observance of the principles in subsection 1(B). Such an agreement may stipulate that the salary also includes payment for overtime and any other inconveniences, with the effect that no overtime is paid, cf. Section 4.

If function-based pay has been agreed in connection with a new recruitment at the company, the parties to the collective agreement find it appropriate that the employee and the company hold an interview about the job content and scope of work, approximately three months after the employee has taken up the position. If either party requests it, the interview will be held.

If the assumptions in the basis of the agreement change, discussions shall take place between the company and the employee.

Disputes on wage conditions for individuals where function-based pay has been agreed may be brought before a bargaining committee, if it is evident that there is significant disparity between the wages and the overall content of the position, cf. subsection (1)(B).

The bargaining committee shall consist of two representatives from each of the parties, with a view to preventing function-based pay resulting in a larger number of cases.

If the members of the bargaining committee cannot reach a majority in favour of a decision in a specific case, the committee shall be expanded with an impartial arbitrator appointed jointly by the parties. In the event of continued disagreement, the arbitrator's decision will be final.

In the event of expansion of the committee, the general practice regarding industrial arbitration shall apply, with with adjustments are required by the nature of the case.

However, the arbitrator shall, after a specific assessment in each individual case, decide on the determination and distribution of the costs of the case, and similarly, the arbitrator may impose a fine in the event of abuse of the committee's process.

Finally, the arbitrator may rule that a specific case should be decided by a written procedure.

I. Personal wages must be negotiated and determined in accordance with the principles of the Equal Pay Act.

J. The parties have discussed the local wage formation. Pay increases that are, for example, derived from any increases in the Free Choice Account can be included in the individual wage assessment.

2. FREE-CHOICE ACCOUNT

A. INTRODUCTION

To accommodate individual preferences for free choice between leisure time, pension or wages, each employee shall be given a personalised Free Choice Account.

B. CONTRIBUTIONS

7.0% of the wages qualifying for holiday pay shall be deposited in the Free-Choice Account.

As of 1 March 2024, a total of 9.0% of the wages qualifying for holiday pay will be deposited to the Free-Choice Account.

C. SPECIAL HOLIDAYS AND PENSION

Each year in May, employees who are entitled to special holidays, may choose, by contacting the company in writing, that one or more of the days of special holiday for the coming holiday year should be converted into payments into the Free-Choice Account instead of taking the special holidays. A day of special holiday can be converted to 0.5% of the wages qualifying for holiday pay. If all 5 days of special holiday are converted to payment into the Free-Choice Account, 2.5% shall be paid on an ongoing basis during the holiday year.
All savings in the Free-Choice Account include holiday allowance and holiday supplement for the deposit, even though they are paid as wages.

Each year in May, employees who, according to the rules of the collective agreement, are entitled to labour market pension at the time the choice is made may notify that all or part of the savings to the Free-Choice Account should be paid into the pension scheme in the following holiday year (1 September – 31 August).

The company can set minimum monthly pension contribution limits of DKK 75 per month. If the amount per month is less than this minimum contribution, the company can decide to combine the contributions for 2 months.

The deposit of additional pension contributions does not trigger employer contribution on that deposit.

D. PAYOUT

An employee can opt to have paid out an amount from their Free-Choice Account via their wage payment in connection with the employee taking time off, e.g. holiday, special holidays, childcare days or days off under the

collective agreement, and a child's day 2 of sickness and medical appointments in connection with children's illness, but no more than 2 times per holiday period.

The employee must notify the company when a payout is to be made from the Free-Choice Account. The notification must be given no later than the 10th of the month in which the payout should take place. The employee decides the size of the payout, but the amount paid out can never exceed the amount in the account at that time.

For employees who take days off for senior employees in accordance with the rules on this, cf. Agreement on a Senior Employees' Scheme (Aftale om seniorordning), the balance on the Free-Choice account shall be reduced by the wages paid plus holiday supplement / holiday allowance.

E. ONGOING PAYOUT OPTION

If the employee does not make a decision concerning his/her entire Free-Choice Account in connection with his/her free choice before 1 June (in 2020: 1 April), cf. above, the company may pay the remaining contribution on an ongoing basis together with the employee's wages. It is a condition for payment that the company can document that the employee has been encouraged to make a choice.

The parties to the collective agreement encourage companies to take the initiative to inform employees about the options with the Free-Choice Account, and the parties to the collective agreement shall prepare information material to support this practice.

The company may enter into a local agreement with the local union representative that up to the full contribution to the Free-Choice Account shall be paid on an ongoing basis together with the wages, cf. Section 5(2), paragraph 2 ("CONTRIBUTIONS"). If there is no local union representative, the local agreement must be entered into with the local HK branch. For groups and companies with multiple locations, an agreement can only be entered into with HK Privat.

The company cannot make it a condition for individual employment terms that ongoing payment must be made.

F. RESIDUAL SAVINGS IN THE FREE-CHOICE ACCOUNT

If there are funds in the Free-Choice Account at the end of May 2023, these can be paid out with the next payment of wages, unless otherwise agreed locally.

If there are funds in the Free-Choice Account at the end of May (for the first time in 2024), these must be paid out with the next wage payment, unless otherwise agreed locally.

However, funds that the employee has chosen to set aside for time off for seniors do not have to be paid out.

Upon resignation/dismissal, the Free-Choice Account shall be settled, and any surplus paid out together with the last payment of wages from the company.

3. Calculation of wages for incomplete months

A. When the wages for individual days are to be calculated due to commencement or termination of employment during the month as well as for absence due to holiday or days off without pay, it is calculated as the monthly wages less 4.8% per day that the employee in question has not been at work.

B. Payment is made for Saturdays off and weekday holidays that fall within the work period.

C. The parties agree that Section 4(3)(a) does not entail that wage deductions are made when an employee on function-based pay has compensatory time off as part of the function-based pay agreement.

SECTION 6 PENSION

1. Pension rates

A. The total pension contribution is 12% of the salary subject to PAYE tax, cf. subsection 2.

B. The company's contribution represents 2/3 and the employee's contribution 1/3.

The company	8.0 per cent.
The employee	4.0 per cent.
In total	12.0 per cent.

As at 1 June 2023, the company contribution is 10% and the employee contribution is 2%.

2. Basis of calculation

The following elements are included in the basis for calculating pension contributions:

- Pay from employer during adult education
- Holiday pay, salaried employees and employees employed under terms similar to salaried employees
- Holiday allowance, hourly paid employees
- Staggered hours allowance
- The Free-Choice Account
- Bonuses (except birthday, anniversary bonuses and similar)
- Wages during maternity/paternity leave
- Monthly wages (including personal allowances)
- Profit sharing paid in cash
- Overtime and overtime pay
- Performance pay, commission and bonus
- Sickness benefits paid by the employer
- Holiday pay during illness
- Hourly wages
- Holiday supplement

3. Conditions for entitlement to pension

All employees must have a pension scheme in place when the following conditions are met:

The scheme covers employees who have reached the age of 18.

However, the age requirement for students/trainees is 20.

The employee must have been employed without interruption for 3 months with one or more companies covered by the collective agreement. This seniority requirement shall be disregarded in cases where the employee is already covered by a labour market pension scheme based on a collective agreement at the time of employment.

For employees who fulfil the above conditions, it also applies that other conditions agreed between the parties in order to achieve risk coverage and receive insurance benefits must be met.

For employees who have reached retirement age and where it is not possible to pay premiums for risk insurance, the full pension contribution shall go to old-age pension.

For employees who receive old age pension benefits but are still active on the labour market and fulfil the conditions for entitlement to the pension scheme, the company's pension contributions go to life annuity / discontinuing old-age pension without insurance elements. An agreement can be entered into between

the company and the employee on payment of the company contribution as a supplement not qualifying for holiday pay, which shall be paid together with the holiday supplement applicable under the Danish Holiday Act (ferieloven). Upon termination, this will be paid together with the last wage payment.

Where the company and the employee have agreed that the company contribution is to be paid together with the holiday supplement, the company can instead choose to pay the company's pension contribution on an ongoing basis with the wages as a supplement without entitlement to holidays.

If the employee remains in employment after reaching retirement pension age on or after 1 May 2020, the employee must choose whether to continue savings for their pension (as far as is possible) or whether the pension is to be paid on an ongoing basis as a supplement without entitlement to holidays. Insurance cover ceases when the employee reaches state pension age. If the employee does not make a choice, the company will continue to contribute to the pension scheme.

Employees who have reached the age of 60 and who are not already covered by a pension scheme do not need to have a labour market pension scheme be set up. For these employees, the company's pension contribution is paid together with the holiday supplement. The company can choose to pay the company's pension contribution on an ongoing basis with the wages as a supplement not qualifying for holiday pay.

Note:
If the Danish Parliament meets the parties' request for financing pension for students/trainees who are 18 and 19 years old, the collective agreement will be amended in accordance with the parties' agreement to this effect. In such a case, the amended text will appear in the collective agreement texts on the websites of the organisations.

4. Change of pension provider

Unless otherwise stated in this agreement, the pension scheme shall be established in:

Pension for Salaried Employees – PFA Pension
Sundkrogsgade 4
DK-2100 Copenhagen Ø
Phone: +45 39175000

Companies covered by a collective agreement that wish to change their pension provider may do so. However, this does not apply to companies that have pre-

viously had a pension agreement with FunktionærPension or that are otherwise covered by the FunktionærPension portfolio at Pension for Salaried Employees – PFA Pension. Finally, companies which have already entered a pension scheme before entering the collective agreement, and will thus be covered by the pension for salaried employees on accession of the collective agreement, cannot change their pension provider unless the parties come to an agreement on this.

The following conditions must be met when changing pension provider:

- A ballot on the change of pension provider must take place among the employees eligible for pension at the company. The company shall inform employees about the details and consequences of a possible change. If a majority of the votes cast are in favour of a change of supplier, this can take place.

- When changing provider, the conditions stipulated in the collective agreement must be met.

- The transfer of the employees' deposits in connection with a switch must be done at no cost to the employees. Thus, no deductions may be made from the custody accounts, neither by the transferring nor the receiving company.

- Please refer to the guide on changing pension provider, page 79. Reference is also made to the Agreement on Pension Schemes (Aftale om pensionsordninger), page 74, and the Free Choice Account, cf. Section 5(2).

5. Certain insurance benefits for students/trainees

Trainees/students who are not already covered by an employer-paid pension or insurance scheme are entitled to the following insurance benefits:

a. Disability pension
b. Lump sum disability payment
c. Critical illness insurance
d. Lump sum death benefit

The scheme is placed in a pension or insurance company of the company's choice, and similarly, Dansk Erhverv Arbejdsgiver is entitled to set up a scheme similar to group life insurance.

The costs of the scheme shall be borne by the company.

If the employee is transferred to another employer-paid pension scheme, the company's obligation under this provision ceases.

The parties agree that the current insurance sums come to the following amounts:

Disability pension of DKK 60,000. annually
Lump sum disability benefit of DKK 100,000.
Critical illness insurance of DKK 100,000.
Lump sum death benefit of DKK 300,000.

SECTION 7 YOUNG PEOPLE UNDER 18

1. All young people under the age of 18 shall be remunerated as follows:

	1 March 2023 DKK per month	1 March 2024 DKK per month.
Minimum wage	11,896.00	12,313.00

2. For part-time and temporary employees under the age of 18, the salary is calculated on a pro rata basis.

The hourly wage is determined by dividing the monthly wages by 160.33.

3. From the first of the month in which the employee turns 18, remuneration shall be paid according to the rules in Section 5.

SECTION 8 TEMPORARY ASSISTANCE AND TEMP AGENCY WORKERS

Temporary assistants and temp agency workers who are hired for a period of no more than 1 month, cf. Section 2(4) of the Danish Salaried Employees Act, shall be paid in accordance with Section 5.

The hourly wage is determined by dividing the monthly wages by 160.33.

Unless otherwise agreed in advance, payment will be made for a minimum of 4 hours per day.

Weekday holidays shall be paid when these fall within the fixed dates of employment that have been agreed.

SECTION 9 TERMINATION

1. Salaried employees

For employees who are salaried employees, please refer to the provisions of the Danish Salaried Employees Act.

2. Employees not employed on a salary basis

For employees who are not covered by the Danish Salaried Employees Act, the following notice periods apply:

During the first 3 months of employment, termination by either side can be made without notice, so that resignation takes place at the end of normal working hours on the day in question.

From the employee side:
After 3 months of continuous employment: 1 month, with termination of employment at the end of a month.

By the company:
After 3 months of continuous employment: 1 month, with termination of employment at the end of a month. After 2 years of continuous employment: 2 months, with termination of employment at the end of a month.
After 3 years of continuous employment: 3 months, with termination of employment at the end of a month.

3. Time off for counselling

Employees who are dismissed due to restructuring, downsizing, closure of the company or other circumstances dependent on the company are entitled to paid time off for up to 2 hours, scheduled as soon as possible after termination and with due consideration for the company's operations, to seek counselling from their unemployment fund / trade union.

In the event of major rounds of dismissals, the company and HK Privat can, via Dansk Erhverv Arbejdsgiver, contact the other party for the purpose of reaching an agreement that counselling for members of these organisations can instead take place at the company, under the same conditions, .

4. Education upon dismissal

Employees who are dismissals due to restructuring, downsizing, closure of the company or other circumstances related to the company, and who have at least 6 months' seniority with the company, are entitled to education in accordance with the rules in Section 16(5).

SECTION 10 ABSENCE DUE TO ILLNESS AND CHILDBIRTH

1. Illness

A. Illness must be reported to the company as soon as possible.

B. The company may request documentation.
The parties recommend that in case of absence due to illness, a sick leave form ("solemn declaration") approved by the parties should be used.

C. A medical certificate can only be requested in case of illness exceeding 3 days duration. In addition, medical certificates may be required for frequent, short-term absences of 1 or 2 days. According to applicable law, the company shall pay for the medical certificate.

2. Children's illness

A. Employees with at least 6 months' seniority at the company are entitled to paid time off when the time off is necessary to care for the employee's sick, child/children under the age of 14 who live(s) at home.

B. Time off is only granted to one of the child's parents and only until alternative care is established, and at most, it covers the child's first full day of sickness. The company may require documentation – e.g. in the form of solemn declaration.

C. Time off is only granted to one of the child's parents and only until alternative care is established, and it consists of the child's first full day of illness. If the child falls ill during the employee's working day and the employee must leave work as a result, the employee is also entitled to paid time off for the remaining working hours of the day in question. The company may require documentation – e.g. in the form of solemn declaration.

D. If the child is still sick after the 1 full day of sick leave, the employee is entitled to 1 further day off. This day off is taken without pay, but the employee may receive an amount from his/her Free-Choice Account, cf. Section 5(2), 7th paragraph.

3. Hospitalisation of children

A. Employees who have been employed by the company continuously for 6 months are granted time off when it is necessary for the employee to be hospitalised with a child under the age of 14.

B. Time off is granted to employees who have been employed at the company continuously for 6 months when this is necessary in connection with hospitalisation, including when the hospitalisation takes place partially or entirely at home. The rule applies to children under the age of 14.

C. This time off only applies to one of the holders of parental rights, and there is a maximum entitlement to a total of 1 week off per child within a 12-month period.

D. Upon request, the employee must provide documentation for the hospitalisation.

E. Full pay is provided as salary during illness.

F. If the employee is entitled to daily cash benefits, the company takes over this right.

4. Time off for the child's medical appointments

Employees with at least 9 months' seniority who are entitled to take their child's first day of illness are entitled to time off for medical appointments with the child.

Employees who want to take time off for medical appointments must notify the company as early as possible.

Time off for medical appointments is taken without wages but the employee will be able to get payment from his/her Free-Choice Account, cf. Section 5(2)(D).

5. Childcare days

A. Employees with at least 9 months' seniority who are entitled to take their child's first day of sick leave are entitled to 2 childcare days per holiday period. The employee can take a maximum of 2 childcare days per holiday period, regardless of how many children the employee has. The rule applies to children under the age of 14.

B. The days shall be scheduled by agreement between the company and the employee, taking into account the best interests of the company.

The childcare days are taken without pay, but the employee may receive an amount from their Free-Choice Account, cf. Section 5(2)(D).

6. Childbirth (pregnancy, adoption and leave)

A. Please refer to applicable legislation.

B. It is a condition for the right to salary during leave that the employee has 9 months of seniority at the expected date of birth.

The company pays the employee wages during absence due to pregnancy, from 4 weeks before expected date of birth (pregnancy leave). Furthermore, the same employee is paid wages during absence for up to 10 weeks after birth (formerly maternity leave).

Adoptive parents who have 9 months' seniority at the time of adoption are paid wages from 4 weeks before the adoption of the child and until 10 weeks after the child enters their custody (former maternity/paternity leave), to the extent that they are entitled to absence during the period in accordance with section 8 of the Danish Maternity Act.

It is a prerequisite for the payment that the employer is entitled to reimbursement corresponding to the maximum daily cash benefit rate. If the reimbursement is less, the payment to the employee will be reduced accordingly.

C. Under the same conditions as in clause B, the other parent is paid wages for up to 2 weeks in connection with the birth (formerly paternity leave).

D. Under the same conditions as in clause B, the company also pays full wages during leave for up to 20 weeks (formerly parental leave).

Of these 20 weeks, the parent taking leave under clause B is entitled to 9 weeks and the other parent is entitled to 8 weeks.

Payment ceases if the leave reserved for the individual parent is not taken.

Payment for the remaining 3 weeks is granted to one of the parents.

The 20 weeks must be taken within 52 weeks of giving birth.

Each parent's leave can be divided into a maximum of two periods, unless otherwise agreed.

Unless otherwise agreed, the employee must give 3 weeks' notice for payroll accounting purposes when the employee wishes to take paid leave. This does not change the notification rules in Section 15 of the Maternity Act (barselsloven).

E. *For parents of children born or conceived on or after 1 July 2023*
Under the same conditions as in clause B, the company also pays full wages during leave for up to 24 weeks (formerly parental leave). The change is effective for employees with children born or received on or after 1 July 2023.

Of these 24 weeks, the parent taking leave under clause B is entitled to 9 weeks and the other parent is entitled to 10 weeks.

Payment ceases if the leave reserved for the individual parent is not taken.

The payment for the remaining 5 weeks is either paid to one or the other parent or shared between them.

The 24 weeks must be taken within 52 weeks of giving birth.

Each parent's leave can be divided into a maximum of two periods, unless otherwise agreed.

Unless otherwise agreed, the employee must give 3 weeks' notice for payroll accounting purposes when the employee wishes to take paid leave. This does not change the notification rules in Section 15 of the Maternity Act (barselsloven).

F. To clarify, if the daily cash benefit rate is reduced, the salary paid shall be adjusted accordingly.

Leave periods:	*Salary commitment:*
Pregnancy leave	4 weeks with full pay
10 weeks leave from birth (formerly maternity leave)	10 weeks with full salary
Leave for the other parent (formerly paternity leave)	2 weeks with full salary
Additional leave no later than week 52 (formerly paternity leave)	20 weeks with full pay Of these 20 weeks, the parent taking leave under clause B is entitled to 9 weeks and the other parent is entitled to 8 weeks. If the leave reserved for each parent is not taken, the payment is cancelled. The payment for the remaining 3 weeks is made to either one of the parents.

For parents of children born or received on or after 1 July 2023, the following applies:

To clarify, if the daily cash benefit rate is reduced, the salary paid shall be adjusted accordingly.

Leave periods:	*Pay commitment:*
Pregnancy leave	4 weeks with full pay
10 weeks leave from birth (formerly maternity leave)	10 weeks with full salary
Leave for the other parent (formerly paternity leave)	2 weeks with full salary
Additional leave no later than week 52 (formerly paternity leave)	24 weeks with full pay Of these 24 weeks, the parent taking leave under clause B is entitled to 9 weeks and the other parent is entitled to 10 weeks. If the leave reserved for each parent is not taken, the payment is cancelled. Payment for the remaining 5 weeks is made to either parent or shared between them.

During 14 weeks of postnatal leave (formerly maternity leave), an extra pension contribution shall be paid at the expected date of delivery to employees with 9 months' seniority who take leave under clause B.

The total pension contribution is DKK 2,040.00 per month. Of this, the company's contribution is DKK 1,360.00 per month and the employee's contribution is DKK 680.00 per month.

For part-time employees, a proportional contribution is paid.

For children born or received on 1 July 2023 or later, the following applies:
During the 10 weeks of leave after birth (formerly maternity leave), see clause B, an additional pension contribution is paid for employees with 9 months' seniority at the expected date of birth. The total pension contribution is DKK 3,549 per month. Of this, the company's contribution is DKK 2,957 per month. and the employee's contribution is DKK 592 per month.

For part-time employees, a proportional contribution is paid.

7. Time off work due to force majeure

A. Under the EU Parental Leave Directive (orlovsdirektivet), the employee is entitled to time off work without pay as a result of a force majeure situation in accordance with national practice when compelling family reasons arise in cases of illness or accidents that urgently require the employee's immediate presence.

B. The provision does not affect the application of other rules on absence with pay.

SECTION 11 HOLIDAYS

1. The Danish Holiday Act applies.

2. Where there is no general holiday closure, the company must, no later than 1 April, obtain information on when the individual employee wants to take their main holiday, e.g. by presenting holiday lists.

3. With regard to the possibilities of transferring holiday from one holiday period to another, see the Agreement on Holiday (Aftale om ferie), page 65.

4. The company can use the collective agreement's holiday guarantee scheme instead of the holiday account system.

SECTION 12 SPECIAL HOLIDAYS

Employees are entitled to 5 days of special holiday within a holiday year.

Information about the right to take special holidays:

A. The employee is entitled to 5 days of special holiday from the time when the employee has been employed in the company continuously for 9 months.

B. The days of special holidays are converted to and taken as hours within the holiday period.

C. The days of special holidays are paid as for illness.

D. Days of special holiday are scheduled according to the same rules as residual holidays, cf. the Danish Holiday Act. However, days of special holiday cannot be scheduled to be taken during a notice period after the company has terminated the employee's employment.

E. If the days of special holiday are not taken before the end of the holiday period, the employee may, within 3 weeks thereafter, submit a claim for compensation corresponding to pay during illness for each day of special holiday that has not been taken. Compensation will be paid no later than with the wages for the month of February.

F. No holiday allowance or holiday supplement is paid for wages during special holidays or compensation for such days, nor is pension calculated on compensation sum.

G. Regardless of any job change, no more than 5 days of special holiday may be taken in each holiday period associated with the allocated days of special holiday.

H. Upon resignation/dismissal, the company must indicate the number of days/hours of special holiday that the employee is due. The employee who left the company can claim compensation for unused days of special holiday in the period from 1 January to 31 May after the end of the holiday period.

SECTION 13 TIME OFF FOR SENIORS

The employee can be included in a senior employees' scheme from 5 years before the applicable state pension age for the employee.

FREE-CHOICE ACCOUNT

In the senior employees' scheme, the employee can choose to use the payment to the Free-Choice Account to finance days off for senior employees.

PENSION CONTRIBUTIONS

If the employee wants additional days off for senior employees, this can be done by converting regular pension contributions, cf. Section 6. The converted pension contribution is also deposited in the employee's Free-Choice Account.

UNUSED SPECIAL HOLIDAYS

The employee and the company may agree that, from 5 years before the senior employees' scheme can be implemented, the employee can save and accumulate the value of unused special holidays, cf. Section 12. The value of this may be paid out in connection with taking additional days off for senior employees.

According to this provision, the maximum number of days of special holiday that can be taken is equivalent to the amount saved.

TAKING DAYS OFF FOR SENIOR EMPLOYEES

When taking days off for senior employees, an amount corresponding to the salary during illness shall be deducted from the Free-Choice Account. Illness prior to a planned day off for senior employees entitles you to a replacement day off for senior employees.

CHOICES REGARDING THE SENIOR EMPLOYEES' SCHEME

Unless otherwise agreed, the employee must provide a written notification to the company in May stating whether the employee wishes to participate in a senior employees' scheme with days off for senior employees for the coming holiday period and, if so, what proportion of the pension contribution the employee wants to convert to salary. Furthermore, the employee must state how many days off for senior employees the employee wishes to take during the upcoming holiday period. This choice is binding for the employee and will continue in the following holiday periods. However, each year in May, the employee can notify the company if they wish to make changes for the upcoming holiday period.

In the first year of the senior employees' scheme, the conversion takes place from the commencement of the pay period in which the employee is 5 years from the state pension age applicable at that time.

Unless otherwise agreed, scheduling days off for senior employees is subject to the same rules that apply to the scheduling of special holidays, cf. Section 12.

OTHER FORMS OF WORKING TIME REDUCTION

As an alternative to days off for senior employees, the employee and the company can agree on a reduction of working hours, for example consisting of longer consecutive work-free periods, a fixed reduction in weekly working hours, etc.

In the event of an agreement on a fixed reduction in weekly working hours, the converted pension contribution can be paid on an ongoing basis as a supplement to the wages.

The conversion does not change existing calculation bases in the collective agreement and is therefore cost-neutral for the company.

The provision enters into force on 1 March 2017: though such that employees can, at earliest, take senior days off in the holiday year 2017-2018.

SECTION 14 RULES FOR UNION REPRESENTATIVES

1. General comments

The companies within the scope of the collective agreement are different, and the local requirements for work content and forms of cooperation are different. The rules for union representatives are designed to take this into account.

It is important that good, trusting collaboration exists between management and employees, and the union representative is a key person in this collaboration.

Until now, union representatives have been the employees' mouthpiece, but as work tasks and working methods have evolved, the demands on union representatives have changed. In the future, union representatives will increasingly act as dialogue and sparring partners for the company.

2. Where can the union representative be elected

A. AT LEAST 5 UNIONISED EMPLOYEES

In any company that has a collective agreement as well as in separately located departments or branches that are covered by a collective agreement, either independently or together with the main company, the organised employees may elect one of their own to be their union representative with management.

B. UP TO 4 UNIONISED EMPLOYEES

However, in companies where each workplace employs 4 or fewer unionised employees under the scope of the collective agreement, a union representative can only be elected if the parties agree to this, and this agreement can only lapse if the parties agree to this.

C. AT LEAST 20 UNIONISED EMPLOYEES

In companies where each workplace employs 20 or more unionised employees under the scope of the collective agreement, a substitute union representative may be elected to act during the regular union representative's long-term absence due to illness, holiday, course participation or the like.

The substitute must fulfil the same conditions for election as the union representative, cf. subsection 3. The substitute union representative is subject to the same protection rules that apply to the regular union representative during his/her work as acting union representative.

D. In companies where at least 50 employees are employed at each workplace, if one of the parties at the company so wishes, discussions must be initiated

locally about the union representative structure. If no agreement can be reached, the parties to the collective agreement may be involved.

E. At companies where at least 100 employees in total are employed within the scope of the collective agreement, and where several union representatives have been elected under the rules in point A, they can elect from their number a joint union representative to be the representative of all employees covered by the collective agreement on joint issues in relation to management.

At a workplace where a joint union representative has been elected as union representative, a further union representative may be elected under the rules in point A.

3. Election of union representative

A. The union representative and any substitute union representative, both of whom may be part-time employees, must be elected from among the unionised, recognised skilled employees who have been employed for at least 1 year in the company in question. In companies where there are not at least 4 employees with 1 year seniority, this figure shall be supplemented with the longest-serving unionised employees. A trainee/student or young worker cannot be elected as a union representative.

However, a union representative who enters into an education agreement with the company as an adult trainee/student after 1 May 2017 can continue to be a union representative. It is a prerequisite that the union representative works together with his or her constituency during any traineeship periods.

Temporary workers from temp agencies do not have the right to vote in the election of a union representative at the user company.

There is a right to elect a union representative during working hours. This shall be agreed locally.

B. In a company with branches or geographically separated departments, an employee can only be elected as union representative for the location where he or she is employed.

C. Protection of any union representative shall commence when the election has been brought to management's attention. However, the election is not valid until it has been approved by the union and notified to Dansk Erhverv Arbejdsgiver.

D. This notification must be submitted as soon as possible and no later than 14 days after the election.

E. Any objection by management to the election must be received by HK no later than 14 days after receipt of the notice of election.

F. The parties agree that as many eligible voters as possible should participate in the election of a union representative.

G. By its authorisation, the union guarantees that all eligible voters have been ensured the opportunity to participate in the election.

4. The tasks of the union representative

A. It is the union representative's duty, both towards his/her colleagues and union and towards the company to do his/her best to promote and maintain stable and good working conditions. There must be no impediments to the unionisation of the company and its employees.

B. When a case only concerns the personal circumstances of an individual employee or employees, the employee should discuss this directly with the management.

In matters concerning pay and working conditions, the union representative may, if desired, present complaints or recommendations to management.

If the union representative is not satisfied with management's decision, the union representative may ask his/her union to take care of the matter, but it is the duty of the union representative and colleagues to continue working without interruption until otherwise decided by the union's management.

C. The performance of the union representative's duties must be carried out in such a way that it causes the least possible inconvenience to the union representative's work. If the union representative has to leave their work in order to fulfil their obligations, this may only take place after being agreed in advance with the management.

D. The union representative is given the opportunity to meet with newly hired employees during working hours. The purpose of the meeting is to inform about the union representative's cooperation with the company and the possibility of membership of the unions. For example, a meeting can be set up in connection with an introduction day for new employees in the company, either when a company has hired a certain number of new employees or at regular intervals.

E. In agreement with management, the union representative shall, to the extent permitted by the nature and scope of the work, be given the necessary time off to attend relevant courses.

F. The parties recommend that a newly elected union representative who has not completed a course for union representatives prior to the election undergoes such education as soon as possible after the election.

G. The development in the salary of the union representative may not be halted due to his/her representative position.

H. If an employee's employment relationship changes so that the employment relationship is no longer covered by the scope of the collective agreement, the union representative must be informed.

If the company has not informed the union representative of this and the union representative contacts the company, the company must inform the union representative within 14 days.

5. Remuneration for elected union representatives

A. Union representatives elected in accordance with subsection 3 will receive an annual remuneration, which is paid at a rate of 1/4 per quarter. The remuneration will be paid as compensation for the union representative's fulfilment of his/her duties outside of his/her working hours.

B. The remuneration is not pensionable or entitled to holiday pay.

C. The electoral base is calculated when the union representative is newly elected and subsequently once a year at the end of August. On cessation of the union representative duties, the remuneration ceases.

D. The remuneration constitutes:

Union representatives with an electoral base of up to and including 49 people will receive an annual remuneration of DKK 9,000.

Union representatives with an electoral base from and including 50 and up to and including 99 people will receive an annual remuneration of DKK 16,500.

Union representatives with an electorate of 100 people or more will receive an annual fee of DKK 33,000.

Where an agreement has already been made on remuneration for the union representative, this will be deducted from the above remuneration.

The fee is paid from the Education and Cooperation Fund for the Office and Warehouse Sector, cf. Agreement on the Education and Cooperation Fund, page 96.

HK Privat is responsible for payment of the fee.

6. Trade union branches and notices

A. A.If the unionised employees in a company or a department thereof join together in a local union branch, the union representative must be the chairman.

B. To the extent that work permits, management may, upon request, authorise necessary time off for members of the local union branch's committee to attend relevant courses.

C. In a location accessible to employees, the local union branch may post union notices to members. The location shall be agreed with management, which also receives a copy of the messages posted.

D. Where possible, management will make rooms available for local union branch meetings.

7. Access to IT and internet

The union representative shall have the necessary access to IT and the Internet required to carry out their role.

8. Refresher training on termination of union representative duties

An employee who, after 1 May 2017, ceases to be a union representative after having acted as such for a continuous period of at least 3 years, and who is still employed at the company, is entitled to a discussion with the company about the employee's need for refresher training. The discussion must be held within one month of the termination of the position of union representative and at the employee's request. As part of the discussion, it will be clarified whether refresher training is needed and how this should take place. If no agreement can be reached, the employee is entitled to 3 weeks of refresher training. After 6 consecutive years of working as a union representative, the employee is entitled to 6 weeks of refresher training.

The employee participates in the professional update without deductions from their salary. It is a prerequisite that statutory wage loss compensation can be granted for the education programme. The wage loss compensation accrues to the company.

When providing refresher training, support can be granted from the Office and Warehouse Sector's Skills Development Fund in accordance with the applicable rules on this. Support may be granted for more education weeks than the employee is entitled to use for self-selected education, but all self-selected weeks must be taken in the calendar year in which the education is provided.

9. Dismissal of union representative

A. If a company finds that there are compelling reasons for terminating a union representative, cf. clause B, the company must contact Dansk Erhverv Arbejdsgiver, which must then notify HK, which may request an organisation meeting .

In this case, an organisation meeting must be held no later than 7 calendar days after the notification.

If the company maintains the notice of termination after the organisation meeting, the notice of termination is considered to have been issued when the notification was received.

B. A union representative's dismissal must be justified by compelling reasons. It goes without saying that the mere fact of an employee acting as a union representative may never give rise to the individual being dismissed or their position being undermined.

C. The employment of the union representative cannot be suspended within the notice period or before HK has had the opportunity to question the legitimacy of the dismissal via industrial dispute procedures, unless this has been agreed locally. Efforts should be made to expedite the processing of the case as much as possible so that the decision is available before the end of the notice period.

D. However, these rules do not apply if management legitimately dismisses the union representative pursuant to Section 4 of the Danish Salaried Employees Act.

E. If the company stands by its dismissal of the union representative after the dismissal is acknowledged to be illegitimate by the industrial dispute procedures, the company is obliged, in addition to the wages for the notice period,

to pay compensation in an amount which shall depend on the circumstances of the case. This compensation is final, meaning that no additional compensation can be claimed under the rules on unfair dismissal.

F. The question of the justification of a union representative's dismissal and the amount of the union representative's possible compensation shall be finally settled by industrial arbitration.

G. If there are special circumstances in the case that clearly indicate that anti-union behaviour has taken place, this issue can be brought before the Labour Court.

H. If HK claims that the dismissal of a union representative is unreasonable, a claim for compensation or reinstatement may be made in accordance with Section 4(3) of the General Agreement. This question, together with the question of whether there are compelling reasons for the dismissal, can be dealt with in one and the same case by industrial arbitration.

I. A salaried employee, or employee employed on similar terms to a salaried employee, who ceases to be a union representative after having acted as such for at least 1 year and who is still employed at the company is entitled to 6 weeks notice of termination in addition to the employee's individual notice period if the employee is terminated within1 year of stepping down as union representative.

SECTION 15 WORKING ENVIRONMENT

1. Please refer to the provisions of the legislation on working environment.

2. The parties agree that for typing work and constant work at computer monitors, adequate time must be allowed for the relaxation of strained muscles at regular intervals.

3. In companies where there is no working environment organisation, the union representative elected in accordance with Section 13 may direct requests or bring complaints to the company regarding issues pertaining to the working environment.

Where a working environment organisation exists, recommendations or complaints must be handled by the company's working environment organisation.

The parties otherwise agree that matters relating to this subsection and the Working Environment Act (arbejdsmiljølovgivningen) should be brought up for discussion by the parties if no local agreement has been reached.

4. In agreement with management, the working environment representative may, to the extent permitted by the nature and scope of the work, be given the necessary time off to attend relevant working environment courses, including relevant courses on the working environment offered by HK Privat.

This time off is without pay, unless otherwise stipulated in the Working Environment Act.

If there is IT and internet access at the working environment representative's workplace, the working environment representative must have the necessary access for the performance of his or her duties.

The parties recommend that the relevant information, tools and guidelines on the working environment at the trade associations for the working environment are used, and that companies familiarise themselves with these on the websites of the trade associations.

SECTION 16 THE DA/LO DEVELOPMENT FUND

To DA/LO-Udviklingsfonden, the company pays 45 øre per hour worked. The collection of the amount is determined by the main organisations.

The fund's resources are used for:

a) Improving the efficiency of and further developing the cooperation and dispute resolution system at the main organisation level in the DA/FH area and following up in particular on EU and global trends that challenge the Danish model.

b) Information and education goals, including for union and working environment representatives in the DA/FH area.

SECTION 17 CONTINUING EDUCATION AND SKILLS DEVELOPMENT

It is especially important for a high-tech, knowledge-intensive sector such as IT that each company and employee should focus on skills development. Measures that help to increase the competitive value of the company and employees include continuous professional updating and acquiring the necessary certifications, which is why the provision of good education opportunities is considered important.

1. Education and competence development

In order to promote the company's overall competences and the professional, general and personal development of employees, it is recommended that the company and employees work systematically with formal education and competence development at the workplace. This should be done through daily work, upskilling, new forms of work organisation as well as through continuing and further and continuing education.

Both company and employee are encouraged to take joint responsibility for promoting competence development in order to ensure a connection between the company's competence needs and the employee's ability to fulfil current and future job requirements.

2. Planning competence development

The parties recommend that employee development is planned in connection with regular appraisal interviews.

It is a good idea to plan and hold employee appraisal interviews using www.samtalens123.dk, a tool developed by the parties under the auspices of the Education and Cooperation Fund.

It is also recommended that, when planning skills development, the starting point should be the employee's employment situation, age and seniority, and it is recommended that personal development targets be set for the individual employee.

Employees can have their participation in in-company courses and other qualifying activities recorded officially.

Frameworks and principles for systematic education planning and competence development can be discussed in one or more of the following ways:

- Between the individual employee and the organisation

- In collaboration with an education contact person appointed from among the employees
- In a joint education committee
- In a works council

3. Payment to a competence development fund

The company pays an amount corresponding to DKK 920.00 per year per full-time employee covered by the collective agreement, in accordance with the guidelines on p. 89 of the Agreement on a Competence Development Fund. For part-time employees, the amount is reduced proportionally.

4. Industry or company-relevant further and continuing education

If the employee attends industry or company-relevant continuing and further education, the employee has, with due consideration for the company's interests, the right toup to 2 weeks time off per year without pay when the employee has been continuously employed at the company for at least 6 months. Such education activities may include up to one week of in-company activities and other forms of systematic competence development, which can be equated with external education. In-company courses, where there is no attendance obligation, shall not be considered working hours.

If the employee attends industry and company-relevant continuing and further and continuing education programmes, the employee is entitled to one week off per year without pay once the employee has been continuously employed in the same company for at least one year.

If an employee attends recognised further education with wage loss compensation outside normal working hours, the education time is counted as working hours if the education has been agreed in advance with the company.

If the employee attends continuing and further education courses in their free time, the company pays any participation fees and teaching materials, if this has been agreed in advance with the company.

If the employee attends courses with flexible meeting arrangements which have been agreed with the company, including e-learning, it is recommended that, upon entering into the agreement, it should be determined whether and to what extent preparation and implementation takes place during working hours or free time.

The parties recommend that employees are given adequate time off to attend such courses.

5. Self-selected education

After 6 months of employment, the individual employee is entitled to 2 weeks off per year – scheduled with due consideration for the company's circumstances – for continuing or further education relevant to employment under the scope of the IT Workers' Collective Agreement, provided that a commitment has been made for grants for the education or for the company.

Note: See also page 94 of the Agreement on Derogations From the Agreement on the Competence Development Fund, in which derogation from the requirement for six months' seniority is agreed for the collective agreement period of 1 March 2023 up to and including 28 February 2025.

Employees whose employment is terminated due to restructuring, cut backs, company closures or other circumstances on the part of the company and who have at least six months' seniority with the company are entitled to an additional week off during the notice period with grants, in accordance with the rules in paragraph 1. Under the same conditions, the employee is also entitled to make use of remaining time off with support from Kontor- og Lagerområdets Kompetenceudviklingsfond (the Office and Warehouse Sector's Competence Development Fund) for up to two weeks.

The employee is entitled to save up the right to time off for self-selected education for up to 3 years. However, the accumulated weeks cannot be used if the employee is in a terminated position, unless the company and the employee have agreed otherwise. The oldest weeks are used first.

The opportunity to take long-cycle self-selected education courses is conditional on there being adequate resources in the competence development fund. These rules also apply in companies that self-manage the competence development funds, cf. Section 5 of the Agreement on the Competence Fund, page 89. The accumulated entitlement to self-selected education cannot be carried over to another job.

Employees can apply to Kontor- og Lagerområdets Kompetenceudviklingsfond for an education grant. Education grants cannot be given if the employee receives full or partial pay.

Companies that have education committees and at least 90 employees can establish a development fund in the company, in accordance with the guidelines in the Agreement on a Competence Development Fund, p. 89.

Note:
Course participation can be completed after termination of employment if the

Danish Parliament accommodates the request of the parties for adjustments to the legislation. In such a case, the amended text will appear in the collective agreement texts on the websites of the organisations.

6. Real competence development

The parties agree, under the framework of Uddannelses- og samarbejdsfonden, to promote real competence assessment, including assessment of how in-company education efforts can be assessed and equated with external education.

SECTION 18 TRAVEL ARRANGEMENTS

Where travelling time in Denmark and abroad, e.g. trade fairs, conferences, procurement trips, etc., accounts for a substantial proportion of working hours, the parties recommend that the company should lay down guidelines for compensation. This can take the form of time off in lieu or separate remuneration/supplements, or be paid as part of function-based pay, cf. Section 5(1)(H).

SECTION 19 PHASING IN OF PENSION AND FREE-CHOICE ACCOUNT CONTRIBUTIONS OVER THREE YEARS IN CONNECTION WITH INSOURCING

This scheme covers existing members of Dansk Erhverv Arbejdsgiver who insource employees in connection with the transfer of a company insofar as the employees are not already covered by a pension scheme and Free Choice Account at a level equivalent to that stipulated in this collective agreement on the transfer date, and who sign up for this scheme no later than three months after the transfer.

The following has been agreed on pension and Free-Choice Account phase-in:

- No later than three months after the transfer, but with effect from the first of a month, 25 per cent of the pension contribution and contribution to the Free-Choice Account applicable on this date shall be paid.
- One year after the transfer, the pension contribution shall be increased to 50 per cent of the pension contribution and contribution to the Free-Choice Account applicable on this date.
- Two years after the transfer, the pension contribution shall be increased to 75 per cent of the pension contribution and contribution to the Free-Choice Account applicable on this date.
- Three years after the transfer, the pension contribution shall be increased to the pension contribution and contribution to the Free-Choice Account stipulated in the collective agreement.

For pensions, the company's contribution is 2/3 and the employee's contribution is 1/3.

The collective agreement's Agreement on Pension Schemes applies, p. 74.

If the employee, during the phasing-in period, wishes to enrol in full in the Free-Choice Account, they can choose to pay the difference between the company's current contribution to the Free-Choice Account and the applicable contribution to the Free-Choice Account in accordance with the collective agreement.
The phasing-in process is specified in each individual case in connection with the collective agreement coming into force.

SECTION 20 SETTLEMENT OF DISPUTES

If a dispute of a professional nature or concerning legislation on employment and working conditions, etc. has not been resolved locally at the individual company, the dispute may be negotiated with the participation of the parties, in accordance with the rules below, unless other rules have been laid down in the collective agreement, in the General Agreement or elsewhere.

Notice should be given to the opposing party. This notice must specify the parties involved and the circumstances of the dispute, as well as the case handler in question. The case must be presented in such a way that a decision can be made on the basis of the information in the notice.

1. Organisation meeting

If the disagreement cannot be resolved on the basis of available information etc., either party may request an organisation meeting. The time and place must be agreed as soon as possible and no later than 14 days after receipt of the request, and the meeting must take place no later than 4 weeks after the date of the agreement, unless holidays or special circumstances apply.

The organisation meeting shall be held at the company, unless otherwise agreed.

Minutes are usually taken of the organisation meeting.

2. Industrial arbitration

If the mediation meeting / organisation meeting fails to resolve the dispute and the matter concerns the interpretation of the collective agreement or an agreement entered into by the parties, either party may request that the matter be settled by industrial arbitration.

In connection with the submission of the claim form, the party shall also submit a proposal for the election of an arbitrator.

The defence must be received by the other party no later than 8 weeks after receipt of the claim form. No later than at the same time as the statement of defence is submitted, the parties must reach agreement on a proposal for an arbitrator, and a request is then submitted to Labour Court for the appointment of this arbitrator. If the parties cannot reach agreement on this, the Labour Court shall be asked to appoint an arbitrator.

The scheduling of the meeting for the industrial arbitration is then agreed with the arbitrator. Deadlines for the further exchange of correspondence are agreed by the parties, possibly with the arbitrator.

The presentation of evidence must be finalised no later than 2 days before the arbitration is held, and the parties must notify the other party about who is to give evidence no later than 8 days before the arbitration is held.

It is agreed that the deadlines can be deviated from by agreement.

3. The Board of Dismissals (Afskedigelsesnævnet)

Deadlines for bringing cases before the Board of Dismissals, in accordance with Section 4(3) of the General Agreement, may be deviated from by agreement between the organisations.

The organisation that considers the case suitable for review by the Board of Dismissals (Afskedigelsesnævnet) may, in agreement with the other organisation, refer the case to the Board of Dismissals even if the deadline for the case to be heard by the Board has expired. Similar agreements can be made regarding subsequent pleadings in the case.

4. General questions

Dansk Erhverv Arbejdsgiver and HK Privat may, in matters of a general nature concerning the understanding of the collective agreement, request that a meeting be held at Dansk Erhverv Arbejdsgiver's office to discuss the matter. Such a meeting must normally be held no later than 4 weeks after the request for such a meeting.

Disputes regarding the rules in this section, including compliance with the time limits, must be brought before the Executive Committee for processing.

5. Period of validity

These rules can be cancelled by either party with 3 months' notice.

SECTION 21 CREATION OF THE IT WORKERS' COLLECTIVE AGREEMENT

1. Conditions

HK Privat can only enter into collective agreements with members of Dansk Erhverv Arbejdsgiver through Dansk Erhverv Arbejdsgiver.

2. Procedure

A. The collective agreement shall enter into force on the first of the month after the company has adopted the collective agreement.

B. In cases where agreement is reached on special provisions in accordance with Section 5, agreement must also be reached on the date of entry into force of the collective agreement.

3. Joining

A. Existing member companies of Dansk Erhverv Arbejdsgiver that fall within the scope of this collective agreement and are already covered by the Salaried Employees' Collective Agreement for Trade, Knowledge and Service between Dansk Erhverv Arbejdsgiver and HK Privat and HK HANDEL can opt at any time to adopt this collective agreement instead.

B. Existing member companies of Dansk Erhverv Arbejdsgiver that fall within the scope of this collective agreement and are not covered by either the Salaried Employees' Collective Agreement for Trade, Knowledge and Service between Dansk Erhverv Arbejdsgiver and HK Privat and HK Handel or this IT Workers' Collective Agreement are free to opt to adopt this IT Workers' Collective Agreement or the Salaried Employees' Collective Agreement for Trade, Knowledge and Service, with the adoption of this collective agreement always being voluntary for a company.

C. If the company has adopted this collective agreement, the company cannot subsequently opt to be covered by the Salaried Employees' Collective Agreement for Trade, Knowledge and Service between Dansk Erhverv Arbejdsgiver and HK Privat and HK Handel.

D. Future members of Dansk Erhverv Arbejdsgiver can adopt this collective agreement within six months of joining, unless otherwise agreed between the parties.

4. Transposition of collective agreements

A collective agreement between HK and a company which joins Dansk Erhverv Arbejdsgiver shall be replaced, from expiry of the collective agreement, by this

collective agreement of the Salaried Employees' Collective Agreement for Trade, Knowledge and Service at the company's discretion, unless the conditions in subsection 5 regarding requirements for special provisions are met.

5. Special provisions

The parties may demand special provisions if a company has working conditions or work functions that are not covered by the provisions of the collective agreement.

SECTION 22 DISPUTE LIMITATION

It is agreed that in the event of any collective industrial action, including solidarity actions, being announced and initiated in accordance with the general agreement between DA and LO, collective industrial action cannot be announced and initiated for:

Employees whose job is to contribute to the vital IT operations of the company's own or the client's IT systems.

Dispute protection does not apply:

- The company's internal administrative tasks, such as bookkeeping, HR administration and order follow-up
- administrative tasks for clients that are not vital to necessary operation
- Project participation, both internally and externally
- all development tasks, both client-related and strategic
- sales to new clients
- upselling to existing clients
- routine maintenance tasks
- IT support that is not vital to necessary operation

The limitation will fully safeguard vital operation against collective industrial action.

Collective industrial action, including solidarity actions, cannot be announced in anticipation of this agreement being revoked.

This agreement can therefore only be revoked by agreement between the parties.

In case of doubt regarding interpretation, the general principles of labour law apply.

SECTION 23 DURATION OF THE COLLECTIVE AGREEMENT

The collective agreement shall enter into force on 1 March 2023 and apply until one of the organisations issues a notice of termination (for termination to any 1 March), in accordance with the rules in force at any time, but no earlier than 1 March 2025.

The notice period is 3 months, unless otherwise agreed between the main organisations.

Copenhagen, March 2023

Dansk Erhverv Arbejdsgiver	HK Privat
Caroline Lundsgaard Post	Kim Bonde Nielsen
Martine Kiding	Kim Jung Olsen

EMPLOYMENT CONTRACTS

Agreement on employment contracts (Aftale om ansættelsesbeviser)

1. Reference is made to the applicable law on the employer's duty to inform the employee of the terms and conditions of the employment relationship (the Employment Contracts Act (ansættelsesbevisloven)).

   Pursuant to Section 1(3) of the Employment Contracts Act, the parties have agreed on the following derogations from the Act.

2. If the employment contract has not been provided to the employee in due time, or if the employment contract is deficient, the company may be ordered to pay a fine/compensation, unless the deficiency is excusable and has not had a specific impact on the employment relationship.

   Offences must be brought to the attention of the company. If the matter in question has not been rectified within 5 working days, the matter must be brought to the attention of Dansk Erhverv Arbejdsgiver in writing, specifying the exact nature of the deficiencies in question. If deficiencies in the employment contract are subsequently corrected or the missing employment contract is handed over within 5 working days of receipt of the claim by Dansk Erhverv Arbejdsgiver, the company cannot be ordered to pay a fine/compensation unless there is a systematic breach of the provision on employment contracts.

In all cases, the employee must be provided with the above-mentioned information about the employment relationship no later than 15 days after the claim is raised. If this does not happen, the company may be ordered to pay a fine/compensation.

3. Claims concerning whether the company has met its duty of disclosure can be filed in accordance with the rules on industrial disputes.

4. If an employee hired before 1 July 1993 would like an employment contract, cf. subsection 1, and the employee makes such a request, the company must provide the appropriate information within 2 months of the request.

Note:
This Agreement on employment contracts shall lapse and be replaced by the following Agreement on the Implementation of Directive (EU) 2019/1152 of 20 June 2019 on transparent and predictable working conditions in the European Union (the EU Working Conditions Directive) on the date on which the Danish law implementing the EU Working Conditions Directive (Act on Employment Contracts and Certain Working Conditions (Lov om ansættelsesbeviser og visse arbejdsvilkår)) enters into force, which the parties expect to happen on 1 July 2023.

Agreement on the implementation of the on Directive on Transparent and Predictable Working Conditions

The parties have reached the following agreement in order to implement the EU Working Conditions Directive in the collective agreement. The following will enter into force on the same date as the Danish Act Implementing the Working Conditions Directive (Act on Employment Contracts and Certain Working Conditions) enters into force, which the parties expect to happen on 1 July 2023. At the same time, the above Agreement on Employment Contracts shall lapse.

1. The parties agree that articles 1 - 7 and 15 - 19 of the EU Working Conditions Directive shall be implemented with the wording in Section 1(1) - (3), Sections 2 - 5 and Sections 12 - 15 of the Act on Employment Contracts and Certain Working Conditions.

2. The parties agree that the IT Workers' Collective Agreement ensures the overall protection of employees and fulfils the purpose of the EU Working Conditions Directive, cf. Article 1(1). Chapter Three of the EU Working Conditions Directive is hereby deemed to have been implemented, cf. Article 14 of the Directive.

3. The parties agree that if the employment contract has not been delivered

to the employee in due time, or if the employment contract is deficient, the company may be ordered to pay a fine/compensation, unless the defect is excusable and has not had a specific impact on the employment relationship.

Offences must be brought to the attention of the company. If the matter in question has not been rectified within 5 working days, the matter must be brought to the attention of Dansk Erhverv Arbejdsgiver in writing, specifying the exact nature of the deficiencies in question. If deficiencies in the employment contract are subsequently corrected or the missing employment contract is handed over within 5 working days of receipt of the claim by Dansk Erhverv Arbejdsgiver, the company cannot be ordered to pay a fine/compensation, unless there is a systematic breach of the provision on employment contracts.

In all cases, the employee must be provided with the above-mentioned information about the employment relationship no later than 15 days after the claim is raised. If this does not happen, the company may be ordered to pay a fine/compensation.

Cases concerning whether the company has complied with its duty of disclosure can be initiated in accordance with the rules on industrial disputes.

WORKING ENVIRONMENT

Agreement on Night Work and Health Checks (Aftale om natarbejde og helbredskontrol)

HEALTH CHECKS

Employees must be offered free health checks before starting work as night workers.

The parties further agree that employees who are classified as night workers must be offered health checks at regular intervals of no more than 2 years.

Preventive measures for night work performed by night workers
With effect from 1 March 2024, the following shall apply:

The parties have implemented NFA's recommendations on night work:

- A maximum of three consecutive night shifts,
- No more than 9 hours at a time
- At least 11 hours between shifts
- Pregnant women usually work a maximum of one 1 night shift per week to minimise the risk of miscarriage and other pregnancy complications.

Companies with night workers must therefore implement the following measures:

A local discussion must take place at the company with the union representative or, if no such representative has been elected, with the working environment organisation to establish whether the company complies with NFA's recommendations in the areas of the company where night work is performed.

The discussion should:

a. take place when night work is introduced and then on an ongoing basis once a year and documented in writing. The written documentation must include a review of the recommendations, e.g. in a form or minutes of the discussion.

If, based on this local discussion, it is assessed that NFA's recommendations are being followed, the general rules in the collective agreement, cf. above, shall apply without modification, including the rules on health checks.

If, based on the local discussion, it is assessed that NFA's recommendations are not being followed, the following special activities shall be implemented for night workers whose normal working hours at night are not organised in accordance with NFA's recommendations:

a. The company must offer annual health checks to night workers
b. It is mandatory for the night worker to complete the health check every two years
c. Conducting an annual special risk assessment aimed at night work, possibly in collaboration with the working environment organisation,
    i. Identifying and mapping the risks of night work
    ii. Assessing the risks of night work
    iii. Prioritising and creating an action plan
    iv. Follow-up on the action plan

Night work by pregnant women

The below shall apply from 1 March 2024 under the following assumptions:

- That the Danish Working Environment Authority incorporates NFA's recommendations for night work performed by pregnant women, e.g. in Section 8 of the Executive Order on the Performance of Work (Bekendtgørelse om arbejdets udførelse), cf. Annex 2.
- That night work in excess of 1 night shift per week will be covered by Section 6(2)(2) of the Maternity Act, and that there will thus be access to reimbursement.

When the company is notified or otherwise becomes aware that an employee is pregnant, the company must, as soon as possible and no later than 2 weeks after the end of a week, reschedule the employee's working hours or transfer the employee to other duties so that the employee works no more than one night shift per week.

If it is not possible for the employer to reschedule working hours so that the employee in question works no more than 1 night shift per week or to transfer the employee to other work tasks, the employee is entitled to absence for other night shifts in excess of 1 per week with payment as for pregnancy leave, in accordance with the provisions of Section 10 (6)(B). This is exclusively a rule on payment that applies regardless of the employee's seniority and regardless of the number of weeks the employee is absent from other night shifts in addition to 1 per week.

If the pregnant employee has earned the right to absence from other night shifts in excess of 1 per week, cf. above, the employer may later reschedule the employee's working hours or transfer the employee to other tasks if and when the opportunity arises.

WORKING HOURS

Agreement on remote working

INTRODUCTION

Dansk Erhverv Arbejdsgiver and HK Privat and HK HANDEL signed the first framework agreement on remote working in 1998.

An agreement on remote working – or “teleworking”, as it is referred to at the European level, was concluded at European level in June 2002.

Dansk Erhverv Arbejdsgiver and HK Privat agree that this renewed framework agreement on remote working shall form the basis for remote working within the scope of the IT Workers’ Collective Agreement.

The new framework agreement conforms to the European agreement on remote working, meaning that the European agreement on remote working is regarded as being implemented in this framework agreement.

The purpose of the framework agreement includes facilitating the opportunities for using remote working as a tool to increase flexibility in the organisation of work and create a better balance between work and family life.

FRAMEWORK AGREEMENT ON REMOTE WORKING

The framework agreement between HK Privat and Dansk Erhverv Arbejdsgiver applies to companies covered by this collective agreement.

1. Remote working means work for which electronic resources are used and where the work is performed outside the company, e.g. at home, but could just as well have been performed at the company.

   The framework agreement does not therefore cover mobile work, e.g. work performed by sales staff and other employees whose place of work varies.

2. The framework agreement covers remote working that is performed as part of a person's principle employment and where the remote worker does not have other employment or perform work tasks for anyone apart from the company.

3. The framework agreement forms the basis for local agreements between the company and its employees.

4. Agreements on remote working must comply with the current IT Workers' Collective Agreement.

5. An employee who works remotely has the same rights and obligations under the collective agreement as the other workers employed at the company. Any rights and obligations agreed locally shall apply with the exemptions that follow from the nature of the relationship.

6. The conditions for establishing a remote working job shall be agreed between the company and the employee, but in such a way that the company is responsible for the equipment that the company supplies to the individual remote worker.

7. The employer must respect the right of the remote employee to privacy.

8. Disputes regarding the interpretation and implementation of the framework agreement shall be decided in accordance with the negotiation rules that apply under the IT Workers' Collective Agreement. 9.

9. The framework agreement may be terminated by either party with three months' notice. The parties agree that no dispute rights are attached to the framework agreement.

10. The framework agreement respects the joint recommendation of guidelines for good practice agreed between the parties with regard to the Internet and email, and the joint recommendation of guidelines for good practice with regard to video surveillance.

Agreement on the implementation of the EU Work Time Directive (Council Directive of 23 November 1993)

Following a review of the applicable working environment and holiday legislation and the collective agreement entered into between the parties, Dansk Erhverv Arbejdsgiver and HK have agreed that the above Directive may be deemed to have been implemented in relation to those employees who are covered both by the collective agreement and by the Directive, with the exception of the points below, on which the following is agreed:

a. The average weekly working hours calculated over a 26-week period may not exceed 48 hours including overtime, cf. Section 2(1) of the collective agreement.

   The collective agreement's provision on the limitation of overtime remains in force.

   When daily working hours exceed 6 hours, employees are entitled to a total of 30 minutes of break during working hours.

b. The night period is defined as the period from 23:00-06:00.

   Night workers are defined as employees who normally carry out at least three hours of their daily working time in the night-time period or at least 300 of their annual working hours in the night-time period.

   The normal average working time for night workers, calculated over a 26-week period, shall not exceed an average of 8 hours per 24-hour period. The weekly day off is not included in the calculation.

   In the case of especially risky work or work that involves significant physical or mental stress, cf. 57 of the Danish Working Environment Act, night workers may not work more than 8 hours in any 24-hour period in which they do night work.

   Night workers who suffer from health problems that are demonstrably attributable to night work shall be transferred, where possible, to day work that suits them.

c. Disputes concerning this agreement shall be finally settled by industrial arbitration, cf. Section 20. The industrial arbitration tribunal appointed to decide any such dispute must be competent to impose appropriate sanctions.

   In the event of termination of the collective agreement, the parties are obliged to comply with the provisions of the present agreement relating to the implementation of the EU Work Time Directive until another agreement takes its place.

   This agreement may be terminated by either party with 3 months' notice at any time for the purpose of making adjustments in the event of changes to the above-mentioned Directive.

   Where the regulation of the collective agreement provides a better general level of protection of employees than the Directive, the implementation agreement shall not apply, cf. Article 18(3) of the Directive.

d. If changes to the Directive entail the negation of preconditions for entering into this agreement, the parties will enter into negotiations to this effect.

Agreement on On-Call Duty (Aftale om rådighedstjeneste)

The local parties may enter into a written local agreement that when employees are called to work during an on-call shift, the daily 11-hour rest period (for work not covered by the annex to Executive Order No. 324 of 23 May 2002 on rest periods and rest days), may be deferred so that it is offered immediately after completion of the work and that the rest period can be within on-call duty hours. If the 11 hours of rest thereby extends into the following 24 hours, the employee must also have the usual rest period of 11 hours within those 24 hours. This rest period may be similarly deferred.

If the deferred rest period prevents the employee from performing normal scheduled daily working hours, the hours not worked are paid as in the case of illness.

Where section 8(1) of the Executive Order applies, the daily rest period may be 8 hours.

Deferral of the rest period can be for a maximum of 10 days in each calendar month and a maximum of 45 days per calendar year.

At companies where no union representative has been elected, notification of the agreement’s outcome is made to the organisations.

Agreement on the implementation of the EU Part-Time Work Directive (Council Directive of 1 July 1996)

With reference to the general agreement of the main organisations on the procedure for implementing EC directives of 1 July 1996, the following supplementary agreement has been entered into to implement the Council Directive on part-time work ("The EU Part-time Work Directive").

SECTION 1 SCOPE

This agreement covers part-time employees in the DA/LO area who are covered by a collective agreement within this area and who are not or may not be guaranteed the rights laid down in the Directive under any existing agreement.

The agreement applies subject to more specific Community provisions, particularly any Community provisions concerning equal treatment or equal opportunities for men and women.

SECTION 2 PURPOSE OF THE AGREEMENT

The purpose of the agreement is:

a. to create a basis for the elimination of discrimination and an improvement in the quality of part-time work

b. to facilitate the development of part-time work on a voluntary basis and to contribute to the flexible organisation of working time in a manner that takes into account the needs of employers and employees.

SECTION 3 DEFINITIONS

The following definitions apply to this agreement:

1. "part-time employee" means an employee whose normal working hours, calculated on a weekly basis or averaged over a period of employment of up to one year, are less than the normal working hours of a comparable full-time employee.

2. "a comparable full-time employee" means a full-time employee at the same organisation who has the same type of employment contract or employment relationship and who is involved in the same or similar work/occupation. The comparison takes into account other factors, which may include seniority and qualifications/skills.

   Where there is no comparable full-time employee at the same company, the comparison shall be made by reference to the applicable collective agreement or, in the absence thereof, in accordance with national law, collective agreements or practice.

SECTION 4 PRINCIPLE OF NON-DISCRIMINATION
In respect of employment conditions, part-time workers shall not be treated in a less favourable manner than comparable full-timeworkers solely because they work part time, unless different treatment is justified on objective grounds.

The principle of proportionate remuneration and proportionate rights, cf. the principle of pro rata temporis, is applied in relation to the rights arising from collective agreements.

Where appropriate and justified on objective grounds, the parties to the collective agreement may make access to particular conditions of employment subject to conditions such as seniority, working hours or earnings.

Conditions relating to access by part-time workers to particular conditions of employment should be reviewed periodically, in accordance with the principle of non-discrimination set out in subsection 1.

SECTION 5 OPPORTUNITIES FOR PART-TIME WORK
In relation to the purpose of this agreement, cf. Section 2, and the principle of non discrimination, cf. Section 4, the following has been agreed:

If the parties to the collective agreement identify impediments that may limit the opportunities for part-time work, these should be discussed to consider their possible removal.

A worker's refusal to be transferred from full-time to part-time work or vice versa should not in itself constitute a valid reason for termination of employment, without prejudice to termination in accordance with national law, collective agreements and practice for other reasons such as may arise from the operational requirements of the company concerned.

Subject to the collective agreement, practice, etc., employers should, as far as possible, consider the following within the framework of the provisions on part-time employees in the collective agreement applicable to the employment:

a. requests from employees to transfer from full-time to part-time work that becomes available in the company,

b. requests from workers to transfer from part-time to full-time work or to increase their working hours if the opportunity arises,

c. providing timely information about part-time and full-time vacancies in the

organisation in order to facilitate the transfer from full-time to part-time or vice versa,

d. measures to facilitate access to part-time work for workers covered by this agreement and, where appropriate, to facilitate access of part-time workers to vocational education in order to improve their career opportunities and professional mobility,

e. providing appropriate information on part-time work in the organisation to existing bodies representing the employees.

SECTION 6 ENTRY INTO FORCE

The agreement enters into force on 20 January 2001.

SECTION 7 TERMINATION

The agreement can be terminated with 6 months' notice, for termination on 1 July of any year. If one of the organisations wishes to make changes to the agreement, it must notify the other party to the agreement 6 months prior to termination, after which negotiations will be initiated without recourse to arbitration with the aim of reaching agreement and thereby preventing termination of the agreement.

Even if the agreement is cancelled, the parties are obliged to comply with its provisions until another agreement replaces it or the Directive is amended.

SECTION 8 PROVISIONS IN COLLECTIVE AGREEMENTS / IMPLEMENTATION AGREEMENTS

Provisions in collective agreements and agreements pursuant thereto as well as provisions in implementation agreements shall take precedence over this agreement, provided that they validly implement the provisions of the EU Part-time Work Directive.

This agreement does not affect the protection that part-time employees have under the applicable collective agreements between the parties.

SECTION 9 INDUSTRIAL DISPUTES PROCEDURE

If a dispute arises regarding access to the rights set out in this agreement, such disputes shall be handled in accordance with the normal industrial and labour law rules. In the absence of such rules, the principle in Section 22 of the Labour Law Act (arbejdsretsloven) applies, according to which the norm for rules for the handling of industrial disputes applicable at that time between DA and FH shall apply.

Agreement on shift arrangements

When introducing on-call schemes and work in continuous operations local negotiations must be initiated. Either party may request the involvement of the parties to the collective agreement.

CONTINUOUS OPERATION

Continuous operation is typically a set duty roster that provides cover 24 hours a day, seven days a week. Supplements are typically agreed for the second (evening) and third (night) shifts in the form of either a fixed percentage of pay or a fixed amount.

The working hours for the third shift can be shorter.

ON-CALL SHIFTS

Pay for on-call shifts can be either in the form of a separate fee/supplement or part of function-based pay.

There are many ways to schedule on-call shifts. Below are examples of shift types:

- Telephone answering shifts without being contacted
- Work during a telephone answering shift from home
- Work during a telephone answering shift for which the employee goes to the company

Transport time could be counted as working time.

SUSTAINABILITY AND DIGITISATION

Organisational Agreement on Sustainability and Digitisation (Organisationsaftale om bæredygtighed og digitalisering)

The parties agree that employees must be able to use technology and understand the opportunities and challenges of digitisation. In recent years, a number of new education programmes have emerged that focus on digitisation and technology at various levels. The parties agree to provide support and to help more people to seek education and further education that develops their competences within digitisation and technology.

Technological understanding and digital skills are important, but new knowledge that equips the newly educated to meet the growing expectations of knowledge, for example about sustainable technological solutions and climate impact, are also important.

Technology and sustainability are closely linked, and technological solutions will often be one of the paths to greener and more responsible products/services.

On this basis, the parties have agreed to work towards increasing education in sustainability and digitisation during the collective agreement period, which can equip both employees and companies to meet future requirements in this area.

Agreement on Electronic Documents (Aftale om elektroniske dokumenter)

With discharging effect, the companies can submit payslips and any other documents to be exchanged during or after the ongoing employment relationship via the electronic mail solutions that may be available, e.g. e-Boks or via email.

When the employee is exempt from receiving digital mail from the public sector, the electronic solution will not be used.

DATA PROTECTION

Organisational Agreement on Data Protection (Organisationsaftale om databeskyttelse)

Dansk Erhverv Arbejdsgiver and HK Privat agree that provisions in collective agreements and the related case processing must be interpreted and processed in accordance with the General Data Protection Regulation (EU 2016/679), which took effect in Denmark on 25 May 2018.

Dansk Erhverv Arbejdsgiver and HK Privat agree that the implementation of the General Data Protection Regulation must ensure that the current practice of collecting, storing, processing and disclosing personal data in accordance with employment and labour law obligations can continue.

TRAINEES/STUDENTS

Agreement on pay and working conditions for students

1. AREA

This provision applies to trainees/students covered by the Executive Order on Business, Office, Customer Contact Centre and Office Services Training Programmes and trainees/students enrolled in individual vocational educations within the scope of the collective agreement, cf. the Danish Act on Vocational Education.

2. FORMAL REQUIREMENTS

The education agreement (Uddannelsesaftalen) must be signed by the company and the trainee/student. It must be submitted to the vocational school, where it should be registered before the education relationship can begin.

The education agreement is only valid if the company is approved as a place of education in the relevant field.
If the trainee/student is under the age of 18, the agreement must also be signed by the person(s) with parental rights.

The education agreement with associated rules, notification forms and school enrolment are available at the local vocational school.

The length of the traineeship is set out in the Executive Orders on Wholesale and Office Education Programmes.

Together with the student/trainee and no later than at the end of the probationary period,
the education manager at the company must prepare a written education plan in accordance with the education objectives. The education plan shall be signed by both parties.

3. PROBATIONARY PERIOD

The probationary period is 3 months for trainees/students.

Any school attendance will not be included in the probationary period, which shall be extended accordingly, and the new date for the end of the probationary period shall be communicated to the student/trainee in writing as soon as possible.

During the probationary period, the education agreement can be cancelled by either party without reason and without notice.

4. MINIMUM PAYMENT RATE - TRAINEES/STUDENTS

	1 March 2023 DKK per month.	1 March 2024 DKK per month.	
1th year	12,346.00	12,778.00	
2th year	13,761.00	14,242.00	
3th year	15,140.00	15,670.00	
4th year	16,402.00	16,976.00	

The wage rates mentioned are minimum rates of pay, and higher rates can be individually agreed upon.

Pay for trainees/students on basic vocational courses follows the first-year trainee rate.

For trainees/students who have passed the Higher Commercial Examination, the Upper Secondary School Leaving Examination, Higher Preparatory Examination or Higher Technical Examination before the start of the education programme, a supplement shall be paid in addition to the above-mentioned salaries:

1 March 2022	DKK 960.00 per month.

Trainees/students with Upper Secondary School Leaving Examination or HTX who enter into an education agreement with a company before they have completed the 18-week placement at vocational school, cf. Section 4 of the currentExecutive Order on Education (uddannelsesbekendtgørelse), are entitled to the current trainee/students salary from the time the education agreement enters into force.

For the first and second years, trainees/students in the office services and customer contact centre staff educational programmes are paid in accordance with the trainee rates set out in the office and warehouse workers' collective agreement.

Trainees/students who have completed HG 1 or HG 2 prior to the start of the programme shall be paid the trainee rate for the 2nd year.

If an education agreement is completed in less than 4 years, the number of pay rates is reduced accordingly, so that the last rates apply.

For example, if an education agreement is concluded for 3 years and 6 months, you will be paid at the 1st rate for 6 months and then at the 2nd, 3rd and 4th rate respectively.

If an education agreement has been entered into as a a partial qualification course from a full trainee programme, cf. the Executive Orders on Education, the trainee shall be paid according to the trainee wage rates in this section. The trainee/student receives the trainee salary rates without any deduction, so that the trainee/student ends his/her education at the salary step corresponding to the total length of the partial qualification course.

For trainees/students who do not pass the final vocational test, the education agreement can be extended until a new vocational test can be held.

If the failure to pass the final vocational test is due to a lack of training at the company, wages shall be paid during the extension, in accordance with Section 5.

5. ADULT EDUCATION

If a trainee/student starts the practical education programme after the age of 21, the salary is agreed in each individual case on the basis of the trainee's/student's previous employment and education. If the trainee/student or employer so wishes, the salary conditions can be agreed upon in consultation with the parties.

Trainees/students who have reached the age of 25 at the start of the education agreement and who are part of a specially organised adult programme, cf. the executive orders on education, shall be paid according to the principles in Section 5 of the collective agreement.

6. ILLNESS, PREGNANCY AND CHILDBIRTH

Please refer to applicable legislation and Section 10 of the collective agreement.

7. HOLIDAY AFTER COMPLETION OF AN EDUCATION PROGRAMME

Trainees/students are covered by the rules of the Danish Holiday Act.

If trainees/students remain in the company after completing an education, holiday will be paid with the relevant wage.

8. OCCUPATIONAL INJURIES

Trainees/students are covered by the company's occupational injury insurance during the entire education period, both the practical and theoretical part.

9. WORKING HOURS – TRAINEES/STUDENTS

Working hours for trainees/students under the age of 18 are regulated by the Working Environment Act and the Ministry of Employment's executive order on this.

Trainees under the age of 18 may not be employed for more than a total of 8 hours per day, and the normal weekly working hours for trainees may not exceed the usual working hours for adults employed in the same profession.

In exceptional cases, trainees may work outside the normal working hours of the profession, provided that work outside normal working hours does not exceed the scope that is normal for the profession and within the industry in question.

The assessment must be exclusive of employees on function-based pay.

Where there is participation in all-day and all-week courses, in accordance with the Executive Orders on Education, time off work shall be paid for the full day(s) or week(s) concerned.

10. TRANSPORT – STUDENTS/TRAINEES

The trainee/student is entitled to reimbursement of transport costs in connection with school attendance
when the total distance travelled is at least 20 km per day.

The student should use public transport whenever possible. If this causes unreasonable inconvenience to the student, own means of transport may be used.

Public transport is reimbursed for actual expenses incurred. The cheapest and most appropriate form of transportation must be used. If the trainee's/student's own means of transport is used, a transport allowance is granted per kilometre travelled, corresponding to the current rate for deductions for transport for kilometres travelled over 120 km, currently DKK 1.10, when the total distance to and from school is 20 km or more.

Under the aforementioned rules, trainees/students staying in accommodation will be given travel grants for travel between their usual residence and their accommodation. This also applies to travel during weekends, Easter and Christmas holidays.

11. REIMBURSEMENT REIMBURSEMENT OF EXPENDITURE ASSOCIATED WITH COURSES

The company always pays the student's/trainee's transport if the company, in agreement with the trainee/student, chooses a school other than the one closest to the workplace and the travelling distance does not exceed 20 km.

Otherwise, rules set by arbejdsgiverens elevrefusion apply in accordance with the executive order in force at any given time.

The company reimburses the trainee's/student's costs for course materials up to DKK 800.00 for the entire education programme. In addition, the company will reimburse expenses related to the final vocational test.

If the company enrols the trainee/student in a specific school according to the rules on free choice of school under the rules of the Act on Vocational Education (erhvervsuddannelsesloven), the trainee's/student's expenses must be paid by AUB.

In connection with the student's stay at a business school with boarding facilities, AUB pays the expenses charged by the school for board and lodging, in accordance with the executive order in force at any time.

12. TRAINING ABROAD

Where stationing abroad is part of the education and is specified in the education agreement or one of its supplements, the Danish company is responsible for education.

The Danish company shall pay the difference between the traineeship salary abroad and the Danish trainee salary under this collective agreement.

The Danish company must pay for any relocation and travel costs for stationing abroad.

13. ACCESS TO GRANTS FROM THE COMPETENCE DEVELOPMENT FUND

After 6 months of employment in the same company (including any time spent at school), trainees/students are entitled to apply for support from Kontor- og Lagerområdets Kompetenceudviklingsfond. Grants are awarded for participation in education outside working hours to the same extent and under the same conditions as other employees covered by the collective agreement. Trainees/students are not considered under notice of termination, even if the education agreement is fixed-term.

14. TRAINING SUPERVISORS AND EDUCATION MANAGERS

The education manager is responsible for ensuring that the practical part of the education relationship proceeds as stipulated in the education regulations. The education manager may appoint one or more training supervisors who must be professionally and personally qualified to take on the task of training the trainees. The education manager, in cooperation with the trainee/student and school, is also responsible for ensuring that the final vocational test is carried out in accordance with the Executive Order on Education (uddannelsesbekendtgørelsen).

During the practical education period, one or more skilled persons or persons with equivalent qualifications must be assigned to the trainee as training supervisors. The training supervisor helps ensure that the trainee is trained in accordance with the rules on training and the trainee's education plan.

It is recommended that the training supervisor has the necessary qualifications to manage the training of trainees. If necessary, these can be acquired through participation in the coaching course developed by the parties or similar.

15. DISPUTES

Any disputes between the trainee/student and the company shall be settled by negotiation with the assistance of the parties to the collective agreement before being brought before the Danish Disputes Board (Tvistighedsnævnet).

16. SENIORITY

If the trainee/student remains at the company after completing the programme, seniority shall be calculated from the start of the programme.

For other information please see the Executive Orders on Education and the other provisions of the collective agreement.

ABSENCE

Holiday Agreement

This agreement is entered into pursuant to the Danish Holiday Act.

The agreement applies to employment relationships covered by the IT collective agreement between HK Privat and Dansk Erhverv Arbejdsgiver.

The agreement, which henceforth forms part of the basis of the collective agreement between Dansk Erhverv Arbejdsgiver and HK Privat entails that deviations from the Danish Holiday Act and associated Executive Order set out below apply to the said employment.

1. INDUSTRIAL DISPUTES PROCEDURE

Disputes concerning the provisions contained in this agreement shall be settled in the industrial disputes system and in accordance with the rules governing it. Furthermore, the parties agree that disputes about other parts of the Danish Holiday Act may be dealt with by the labour courts if so agreed in each individual case.

2. EARNING AND TAKING HOLIDAY IN HOURS

Holiday can be earned and taken in other ways, including hours, than stated in the Danish Holiday Act.
If a company decides that holiday is to be earned and taken in 6-day holiday weeks, it must be ensured that employees who work 5 days a week are not worse off than if they had taken holiday in a 6-day holiday week.

If holiday is earned in hours, a full-time employee earns 185 hours of holiday per holiday year, corresponding to 5 weeks x 37 hours. Part-time employees earn a proportionate number of hours of holiday per holiday year.

In connection with this, it must be ensured that the holiday is not taken as less hours than the planned number of hours on the day in question and that the total holiday is not less than 5 weeks calculated in 25 whole days including days off that are not replacement days off and working days pro rata. As far as possible, holidays should be taken in whole weeks.

Holidays should reflect the working week and not be scheduled exclusively on short or long working days.

Upon termination of employment, holiday accrued in hours is converted to days.

An agreement on earning and taking holiday in hours can only be entered into if the holiday guarantee scheme is used.

If the holiday is earned and taken in hours, the company must inform the employees of this prior to the start of the holiday year.

Where no holiday guarantee scheme is used, a written agreement may also be made locally that holiday is taken in hours.

3. HOLIDAY WITHOUT PAY

Reference is made to Section 5(3) of the collective agreement.

4. ADVANCE HOLIDAY AND HOLIDAY NOTICE

As a deviation from Section 7 of the Danish Holiday Act on taking holiday in advance and the principles in Section 15 of the same act, a local agreement can be entered into with the union representative on taking holiday in advance and on notification of holiday that has not been earned at the time it is taken. The local agreement must be in writing.

It can be agreed that: employees are granted up to 5 weeks of holiday at the start of the holiday year on 1 September. Employees who join during the holiday year are allocated a number of holiday days proportionally.

The company can give notice that holiday should be taken at a time when the holiday has not yet been earned (give notice of "holiday in advance"). The company cannot give notice of more holiday than the employee can earn before the end of the holiday year.

If an employee leaves the company during the holiday year and the employee has used more holiday than earned at that time, the company can perform a deduction from the employee's salary and holiday pay claim.

Where the resignation is due to the company's termination, the company cannot deduct more holiday than the employee can earn before his or her resignation, unless the termination is due to a material breach on the part of the employee.

Where the employee cancels or terminates his or her employment relationship due to the company's material breach of contract, no deduction can be made.

The company must calculate and pay holiday allowance to the employee if the employee has received less holiday allowance than the employee would have received if the employee had not taken "holiday in advance".

For employees with holiday with pay, a holiday pay differential calculation shall be performed, cf. Section 17(2) of the Danish Holiday Act, if a change in working hours means that the individual employee has received too little in salary during their holiday in advance.

HOLIDAY CARRYOVER

The company and the employee can enter into an agreement to carry over earned holiday in excess of 4 weeks to the following holiday period.

It is a prerequisite that the agreement is in writing. The agreement must be entered into before the end of the holiday period. The company must also, within the same deadline, give written notice to the party paying the holiday allowance that the holiday is being carried over.

If an employee who has carried over holiday resigns or is dismissed before all holiday has been taken, holiday in excess of 5 weeks will be paid out. Holiday pay is calculated for monthly salaried employees at 12.5% of the wages qualifying for holiday pay at the time of termination.

However, if the salaried employee has earned holiday pay from a previous employer, the holiday pay shall be paid out from FerieKonto or from the previous employer, if a holiday guarantee scheme has been used.

Dansk Erhverv Arbejdsgiver guarantees holiday transferred for which the holiday guarantee scheme of the collective agreement has been used.
Holiday carried over can be taken with 1 month's notice, as the holiday is considered as residual holiday.

However, it is only possible to demand that holiday covering any carry-over holiday be taken during a notice period if the holiday has already been scheduled in this period or if the parties otherwise so agree.

Holiday, to an extent corresponding to any carried-over holiday, cannot be considered as taken during a release period, unless so agreed.

6. OFFSETTING HOLIDAY SUPPLEMENT

Holiday supplement specified in the Danish Holiday Act is paid out no later than at the same time as the corresponding holiday begins, or the holiday supplement for the period from 1 September to 31 May is paid out with the salary for May, whereas the holiday supplement for the remainder of the holiday year is paid out with the salary for August. If the holiday supplement has been paid before the holiday starts, offsetting can be performed when the employee leaves.

Time off to perform the duties of union representative

The parties agree that the Dansk Erhverv Arbejdsgiver is to recommend to its member companies that members of the HK Privat's Industry Board, the Trade Union Committee and HK's Executive Committee are given the necessary time off for performing these duties. HK Privat shall notify Dansk Erhverv Arbejdsgiver of the elections made.

ENTRY INTO FORCE AND TERMINATION OF COLLECTIVE AGREEMENTS

Agreement on the delimitation of the IT collective agreement

The parties agree that an company's adoption of the collective agreement is demarcated on the basis of the legal entity. A company's acceptance of the IT collective agreement does not therefore mean that its subsidiaries or other associates will be covered by the collective agreement.

LOCAL AGREEMENTS

Agreement on local agreements

It may be appropriate for both companies and employees to consider the opportunities for entering into local agreements that are adapted to the local conditions at the individual company or in the individual department of a company. Where a union representative has not been elected, local agreements can be entered into with a colleague (spokesperson) who is a member of HK Privat and who has a power of attorney from at least half of the employees who form the collective agreement basis for the company, department, or work function, where the local agreement applies.

Where a spokesperson has not been appointed, local agreements can be entered into between the company and an employee majority and may be terminated on the same basis. A local agreement entered into by an employee majority may also be terminated by a subsequently appointed spokesperson or elected union representative, in accordance with the above rules.

Local agreements can thus be an opportunity for the individual company to enter into decentralised agreements (in addition to the individual agreement options between company and employee, which the agreement allows for). Local agreements can provide an opportunity to take into account the conditions of both the employees and the companies.

Local agreements can, for example, be used where there is a need or desire to take special operational considerations into account.

It is agreed that local agreements can be terminated with three months' notice, unless otherwise agreed. The terminating party is obliged to instigate local discussions prior to the end of the notice period. If no agreement can be reached in local discussions, an organisational meeting may be held if one of the local parties so wishes, which must also take place before the end of the notice period. Any organisational meetings are to take place at the company, unless otherwise agreed.

Questions surrounding the termination of local agreements cannot be continued outside of the organisation meeting.

Agreement on organisation meetings in connection with dispute resolution

It is agreed that the organisation meeting, cf. section 19(1), following the wishes of HK Privat can either be held as a mediation meeting (with participation of the local HK department) or as an organisation meeting (with participation of the HK union). Regardless of the type of meeting, only one meeting may be held. The mediation meeting/organisation meeting shall be held at the company unless otherwise agreed.

EQUAL PAY

Agreement on the implementation of the Danish Equal Pay Act

SECTION 1

There shall be no wage discrimination on the basis of gender in contravention to the rules of this agreement. This applies to both direct discrimination and indirect discrimination.

Subsection 2. Every company shall pay women and men equal pay for equal work or for work of equal value, and this includes all wage components and conditions. In particular when a classification system is used in pay determination, this must be based on the same criteria for male and female employees and be designed to prevent any discrimination on the ground of gender.

Subsection 3. The assessment of the value of the work must be based on an overall assessment of relevant qualifications and other relevant factors.

SECTION 2

Direct discrimination occurs when an employee is treated less favourably on the grounds of gender than another employee is, has been or would be treated in a similar situation. Any form of unequal treatment of a female employee in connection with pregnancy and during the 14 weeks of absence after the birth is considered direct discrimination.

Subsection 2. Indirect discrimination exists where a provision, a criterion or a practice which is seemingly neutral places employees of one gender in a less favourable position than persons of the other gender, unless this provision, criterion or practice has a reasoned objective and the means of fulfilling it are expedient and necessary.

Subsection 3. Wages consist of the regular basic or minimum wage and all other monetary benefits or in-kind contributions that the employee receives directly or indirectly from the company as a result of the employment relationship.

SECTION 3

An employee whose pay is lower than that of others in contravention to Section 1 is entitled to
the difference.

Subsection 2. An employee whose rights have been violated as a result of pay discrimination on the basis of gender may be awarded compensation. The compensation is determined taking into account the employee's length of employment and the other circumstances of the case.

The compensation is generally exhaustive. However, the parties have also agreed that the Equal Pay Board established between Dansk Erhverv Arbejdsgiver and HK Privat – HK HANDEL can impose fines when there is a breach of the rules on the preparation of equal pay statistics/reports broken down by gender, cf. Section 6 below, or where there are special circumstances.

Demands for fines, cf. Subsection 2, must be raised no later than the organisation meeting, see the rules on industrial disputes. Subsequently, no claim for fines may be raised unless there have been new breaches of section 6 or there is new information to support the presumption of systematic violations.

Subsection 3. If a dispute contains elements that are dealt with according to the rules in the Cooperation Agreement, cf. section 6 below, it can be addressed in its entirety by the Equal Pay Board instead of the Cooperation Board, in accordance with the principle of a single system of sanctions.

SECTION 4

An employee has the right to disclose information about their own wages. The information can be disclosed to anyone.

SECTION 5

A company may not dismiss or subject an employee, including an employee representative, to other unfavourable treatment by the company in response to a complaint or because the employee or employee representative has submitted a claim for equal pay, including equal pay conditions, or because he or she has disclosed information about pay. A company may not dismiss an employee or an employee representative because he or she has made a claim under Section 7(1).

Subsection 2. The onus is on the company to prove that a dismissal has not been made in violation of the rules in subsection 1. However, if the dismissal takes place more than one year after the employee has made a claim for equal pay, the first point only applies if the employee demonstrates factual circumstances which give reason to assume that the dismissal has been made in violation of subsection 1.

Subsection 3. A dismissed employee can file a claim for compensation or reinstatement. Any reemployment shall take place in accordance with the principles in the General Agreement. The compensation is determined taking into account the employee's length of employment and the other circumstances of the case.

SECTION 6

Every year, a company with more than 35 employees must prepare statistics broken down by gender for groups of at least 10 employees of each gender categorised by the 6-digit DISCO code for consulting and informing employees on pay differences between men and women at the company. However, this does not apply to companies in the agriculture, horticulture, forestry and fishing industries. If the gender-disaggregated wage statistics have been received as confidential, due to the legitimate interests of the organisation, the information may not be disclosed.

Subsection 2. The gender-disaggregated wage statistics under subsection 1 shall be calculated for employee groups with a level of detail corresponding to the 6-digit DISCO code. The company is also obliged to account for the design of the statistics and the wage concept used.

Subsection 3. Companies that report to the annual wage statistics at the Confederation of Danish Employers can request gender-disaggregated wage statistics free of charge, in accordance with subsection 1 from Dansk Erhverv Arbejdsgiver. Alternatively, companies can request gender-disaggregated wage statistics from Statistics Denmark free of charge, in accordance with subsection 1.

Subsection 4. The company's obligation to prepare gender-disaggregated pay statistics in accordance with subsection (1) lapses if the company enters into an agreement with the employees at the company to prepare a report. The report must contain a description of the conditions that affect the remuneration of men and women at the company, specific action-oriented initiatives that can have a duration of up to 3 years, and a detailed follow-up on this during the period of the report. The report must include all employees at the organisation and be processed in accordance with the rules in the Collaboration Agreement. The report must be prepared no later than the end of the calendar year in which the obligation to compile gender-disaggregated wage statistics existed.

SECTION 7

An employee who believes that the company is not complying with its obligation to provide equal pay, including equal pay conditions, under this agreement, may seek to demonstrate this claim through an industrial disputes procedure.

Subsection 2. If an employee who considers himself or herself to have been victimised, cf. Section 1, demonstrates facts that lead to the suspicion that direct or indirect discrimination has taken place, the onus is on the company to prove that the principle of equal treatment has not been violated.

SECTION 8
Where HK Privat finds grounds for an equal pay case, an inspection of the company by the parties may be arranged before negotiations begin.
Subsection 2. In connection with inspection / union negotiation, it is agreed which salary information is necessary for a possible case.

SECTION 9
Violations of Sections 1-5 and Section 7(2) of this Implementation Agreement may either be brought before the Equal Pay Board established between DA and FH / the Equal Pay Board established between the parties or before the civil courts. HK Privat has chosen the forum when a complaint / claim form has been filed. Regardless of the choice of forum, the usual negotiation options must be exhausted, cf. the introductory paragraphs and subsection 1 in Section 19 of the collective agreement. Other cases concerning the interpretation understanding and breach of the Equal Pay Act or similar implementation agreements must be brought before the Equal Pay Board established between DA and FH / the Equal Pay Board established between the parties.

SECTION 10
The parties agree that the Danish Equal Pay Act will accordingly not apply to employment relationships covered by the collective agreement and that disputes regarding equal pay must be settled in an industrial disputes procedure, cf. Section 9 of this agreement.

WAGES

Agreement on Staggered Hours Allowance (Aftale om forskudttidstillæg)

The parties agree that voluntary agreements can be entered into at the companies on
the payment of staggered hours allowance.

Agreement on the escalation of Free-Choice Account contributions

A. New members of Dansk Erhverv Arbejdsgiver who have joined the Salaried Employees' Collective Agreement may, no later than 3 months after becoming a member, opt to phase in the Free-Choice Account under the rules below, if on commencement of employment the company has not already established a Free-Choice Account or similar scheme, or if the company has a Free-Choice Account or similar scheme with lower contributions. A company which, prior to joining, has a Free-Choice Account or similar scheme with the same contribution as the contribution applicable at the time of joining is not covered by Sections B to D below.

B. The company may deduct from the wage contribution applicable to the Free-Choice Account at the time of commencement of employment, cf. Section 5(2)(B), less 4.0% (from 1 March 2024, 6.0%) However, no more can be deducted than the individual employee still earns the minimum wage rates determined in the collective agreement and other statutory wage elements of the collective agreement.

C. From commencement of employment, the company is obliged to pay contributions to the Free-Choice Account in accordance with Section 5(2)(B), less 4% (from 1 March 2024, 6.0%), and contributions under the phasing-in scheme in subsection D below. If the company does not want to phase in, the full contribution is paid in accordance with Section 5(2)(B).

D. With regard to the 4.0% (which becomes 6% from 1 March 2024), newly admitted members of Dansk Erhverv Arbejdsgiver can demand phasing in as follows:

No later than 3 months after joining Dansk Erhverv Arbejdsgiver, but with effect from the first of a month, the company pays 1.0% (which becomes 1.5% from 1 March 2024) in contributions to the Free-Choice Account.

No later than 1 year after joining, 2.0% (which becomes 3% from 1 March 2024) in contributions shall be paid into the Free-Choice Account.

No later than 2 years after joining, 3.0% (which becomes 4.5% from 1 March 2024) in contributions shall be paid into the Free-Choice Account.

No later than 3 years after joining, 4.0% (which becomes 6% from 1 March 2024) in contributions shall be paid into the Free-Choice Account.

E. The phasing-in process is specified in each individual case in connection with the collective agreement coming into force.

F. Any Free-Choice Account or similar scheme that existed at the time of the entry into force of the collective agreement shall cease and be replaced by the Free-Choice Account under the collective agreement.

G. No later than the 20th of each month, HK Privat receives an updated membership list of Dansk Erhverv Arbejdsgiver's new members for the previous month.

Agreement on Standard of Wages for Employees Stationed Abroad Covered by the Collective Agreement (Aftale om lønforhold for udstationerede medarbejdere omfattet af overenskomsten)

This agreement applies to foreign companies that have joined the IT Workers' Collective Agreement regarding employees covered by said agreement.

Based on a principle of equal treatment, the wages for employees stationed abroad covered by the collective agreement must be determined in accordance with the wage provisions of the collective agreement.
Compensations that employees stationed abroad receive to cover expenses incurred directly in connection with the stationing, for example for travel, board and lodging, cannot be included in the calculation of the remuneration in accordance with the collective agreement and the total employee costs for the stationing company.

Stationing allowance that is not paid as compensation for the employee's costs in connection with the stationing shall be included in the calculation of the remuneration in accordance with the collective agreement and the total employee costs for the stationing company.

If it is not specified or clarified whether a benefit has actually been paid as compensation of expenses in connection with the stationing or as a stationing allowance, the entire benefit shall be deemed to have been paid as reimbursement of expenses, cf. Article 3(7) of the Stationing of Workers Directive (udstationeringsdirektivet).

Organisational Agreement on the Role of the Organisations in Connection with Local Wage Formation (Organisationsaftale om organisationernes rolle i forbindelse med den lokale løndannelse)

The parties agree that wage formation in the IT Workers' Collective Agreement must take place locally and that both the local parties and the parties to the collective agreement have a common interest in supporting the minimum payment system.

If the local parties want the wages to be negotiated collectively, the parties to the collective agreement agree that this is a natural model that can be accommodated by the IT Workers' Collective Agreement. The parties to the collective agreement find it appropriate that, where applicable, a local agreement should be entered into in this respect.

Where collective wage negotiations have been agreed, the local parties are obliged to enter into genuine negotiations, as no requirements on the form,

scope and content of the negotiations or on the outcome of the negotiations are imposed.

The parties may encourage the company to report the following to a union representative elected at the company: the company's productivity, competitiveness, financial situation and future prospects, including order backlog, market situation and production conditions.

Without committing the local parties, HK Privat and Dansk Erhverv Arbejdsgiver can make suggestions for initiatives that, based on the above, can contribute to an improvement in pay for employees.

PENSION

Agreement on Pension Schemes (Aftale om pensionsordninger)

1. RESPECT FOR EXISTING AGREEMENTS

Existing company schemes that cover all of the groups of employees covered by this collective agreement may replace Pension for Salaried Employees – PFA Pension under the following conditions:

The contribution in the scheme must always be at least equal to the collectively agreed contribution, and the insured (or their dependants) must be guaranteed at least an old-age pension, cf. below, and a one-off sum of DKK 60,000 in the event of death and disability. If these conditions have not already been satisfied, the company must make sure to modify the scheme. In connection with any future modifications to the contribution level, the company is entitled to withhold an amount from the employee's wages corresponding to the collectively agreed employee contribution to the pension scheme.

At least 50% of the pension contribution to a pension scheme must be used for a lifelong benefit (annuity).

However, where a pension is phased-in, contributions must be made in advance to the insurance elements stipulated in the collective agreement, so that the share of the pension contribution to be used for annuity can be less than 50%.

The above requirements apply to all pension schemes covered by the Salaried Employee Collective Agreement.

Pension agreements already entered into at companies covered by collective agreements, where the pension contribution to an instalment and/or capital pension exceeds 50%, may be retained. Similarly, agreements which deviate

from the above entered into with parts of capital chains covered by collective agreements and members of Dansk Erhverv Arbejdsgiver may be maintained by subsequently entering into a collective agreement for shops/departments owned by the same capital chain that are not covered by collective agreements at the outset.

Companies that will be covered by the collective agreement in the future – whether they are current or future members of Dansk Erhverv Arbejdsgiver – will fall under a pension obligation from the date on which the collective agreement comes into force. The conditions that existing pension agreements entered into by such companies may be considered to satisfy the pension obligations of the collective agreement are that the agreements should have been entered into before the demand for a collective agreement was made, that the conditions listed above concerning compliance with other agreements have been satisfied (requirements relating to the benefit structure), and that any necessary adjustment of the agreements is made no later than six months after the collective agreement has entered into force.
In groups, the same principles for compliance with existing agreements apply as in companies in general, in accordance with this agreement. However, in addition, a company within a group that is covered by the collective agreement but does not have an existing pension agreement may satisfy the pension obligation under the collective agreement via an existing pension agreement applied elsewhere in the group. However, this only applies if this agreement is generally applied within the group and if the agreement in the company in question covers all employees under the collective agreement in that company.

2. GROSS WAGE AGREEMENTS
Gross wage agreements, i.e. agreements whereby the wages are determined on the condition that the employee takes the initiative to establish and finance the contribution to a pension scheme from his/her wages, shall be respected to the extent that they can be documented and have been entered into before the end of December 1992 and also subject to the following conditions:

Based on a gross wage agreement, a pension scheme must be established that fulfils the requirements for existing agreements set out in this agreement, cf. the information above about contributions in existing schemes. A gross salary agreement that the employee did not follow up by establishing a pension scheme before 1 November 1993 – or for companies covered by the collective agreement in the future, no later than 3 months after the collective agreement entered into force – must be followed up at the request of the company to ensure that a pension scheme is established.

In connection with this, the company is entitled to withhold an amount from the

employee's gross pay corresponding to the collectively agreed pension contribution (the sum of the collectively agreed employee and employer contributions). If this has not taken place within the deadline, a pension scheme for the employees in question must be established in the scheme established by the parties to the collective agreement. The full contribution is withheld by the company from gross wages and paid to the company.

Gross wage agreements entered into in the period from 1 January 1993 shall be followed up by establishing a pension scheme within the pension scheme established by the parties. In connection with this, employers are entitled to withhold an amount from the employee's gross wages, corresponding to the collectively agreed pension contribution (the sum of the collectively agreed employee and employer contributions).

3. SET-OFF

To the extent that a company is already meeting its pension obligations in accordance with the collective agreement, no changes are made to the total of an individual employee’s pay and employer’s contribution to the scheme as a result of the mandatory pension contribution under the collective agreement, provided that the company makes use of its offset facility under the collective agreement.

4. PHASING IN PENSION

a. Future members of Dansk Erhverv Arbejdsgiver who have joined the IT Workers’ Collective Agreement within 3 months of joining may choose to phase in the pension scheme on the following terms. However, excepted from this are companies from which HK Handel or HK Privat required to join a collective agreement before joining Dansk Erhverv Arbejdsgiver.

b. The same applies to current members of Dansk Erhverv Arbejdsgiver who are not covered by a collective agreement. In connection with this, a representative of HK may, by agreement with the company, visit the company in order to discuss the possibility of establishing a collective agreement with the company's management. At the same time as HK contacts the company, HK must inform Dansk Erhverv Arbejdsgiver in writing.

c. The pension scheme is phased in as follows:

   No later than 3 months after joining Dansk Erhverv Arbejdsgiver, but with effect from the first of a month, 20% of the pension contribution applicable at that time shall be paid.

   1 year after joining, the pension contribution shall be increased to 40% of the pension contribution applicable at that time.

2 years after joining, the pension contribution shall be increased to 60% of the pension contribution applicable at that time.

3 years after joining, the pension contribution shall be increased to 80% of the pension contribution applicable at that time.

4 years after joining, the pension contribution shall be increased to the current pension contribution agreed in the collective agreement.

Of this, the company's contribution is 2/3 and the employee's contribution is 1/3.

d. The phasing-in process is specified in each individual case in connection with the collective agreement coming into force.

e. The agreement on pension schemes within the collective agreement applies.

5. CONDITIONS FOR ENTITLEMENT TO PENSION

All employees must have a pension scheme in place when the following conditions are met:

The scheme covers employees who have reached the age of 18.

However, the age requirement for students/trainees is 20.

The employee must have been employed without interruption for 3 months with one or more companies covered by the collective agreement. This seniority requirement shall be disregarded in cases where the employee is already covered by a labour market pension scheme based on a collective agreement at the time of employment.

For employees who fulfil the above conditions, it also applies that other conditions agreed between the parties in order to achieve risk coverage and receive insurance benefits must be met.

For employees who have reached retirement age and where it is not possible to pay premiums for risk insurance, the full pension contribution shall go to old-age pension.

For employees who receive old age pension benefits but are still active on the labour market and fulfil the conditions for entitlement to the pension scheme, the company’s pension contributions go to life annuity / discontinuing old-age pension without insurance elements. An agreement can be entered into between

the company and the employee on payment of the company contribution as a supplement not qualifying for holiday pay, which shall be paid together with the holiday supplement applicable under the Danish Holiday Act (ferieloven). Upon termination, this will be paid together with the last payment of wages. If the company and the employee have agreed that the company contribution shall be paid together with the holiday supplement, the company can choose to pay the company's pension contribution on an ongoing basis with the wages as a supplement not qualifying for holiday pay.

If the employee remains in employment after reaching retirement pension age on or after 1 May 2020, the employee must choose whether to continue savings for their pension (as far as is possible) or whether the pension is to be paid on an ongoing basis as a supplement without entitlement to holidays. Insurance cover ceases when the employee reaches state pension age. If the employee does not make a choice, the company will continue to contribute to the pension scheme.

Employees who have reached the age of 60 and who are not already covered by a pension scheme do not need to have a labour market pension scheme be set up. For these employees, the company's pension contribution is paid together with the holiday supplement. The company can choose to pay the company's pension contribution on an ongoing basis with the wages as a supplement not qualifying for holiday pay.

Unless otherwise stated in this agreement, the pension scheme shall be established with:

Pension for Salaried Employees – PFA Pension
Sundkrogsgade 4
DK-2100 Copenhagen Ø
Phone: +45 39175000

6. SWITCHING PENSION PROVIDER

Companies covered by a collective labour agreement that wish to change their pension provider may do so.

The following conditions must be met when changing pension provider:

- A ballot on the change of pension provider must take place among the employees eligible for pension at the company. The company shall inform employees about the details and consequences of a possible change. If a majority of the votes cast are in favour of a change of supplier, this can take place.

- When changing supplier, the conditions set out in the collective agreement must be met.

- The transfer of the employees' deposits in connection with a switch must be done at no cost to the employees. Thus, no deductions may be made from the custody accounts, neither by the transferring nor the receiving company.

- If the administration costs charged by the pension provider are increased extraordinarily in relation to general market terms, the parties agree that the pension can be transferred to a labour market pension chosen by the company with administration costs that are in line with market terms.

7. FREE-CHOICE ACCOUNT
Please also see the agreed rules on the Free-Choice Account, cf. Section 4(2).

8. ASSURANCE DECLARATION
Documentation to show that companies covered by the collective agreement are satisfying the pension provisions of the collective agreement may be provided by way of a declaration from the pension insurance company confirming that the scheme meets the requirements for pension schemes laid down in the collective agreement and that the pension company assures this.

9. RISK SURPLUS
Risk surplus in connection with insurance cover is used to adjust the insurance premium or is credited to the insured's funds.

10. REDEMPTION OF THE PENSION SCHEME
The pension scheme can only be repurchased if the insured person takes up permanent residence abroad. Repurchase shall be subject to applicable tax rules.

Smaller pension custody accounts can be repurchased according to applicable tax rules. The parties shall agree on the repurchase limit. As of 1 March 2017, the maximum limit has been set by agreement to DKK 8,000.00.

11. ADMINISTRATIVE COSTS IN COMPANY PENSION SCHEMES
The parties agree that it is essential that the administrative costs of company pension schemes are responsible and that costs should be kept at an appropriately low level. The costs should thus always correspond to the services which the individual employee/pensioner are granted.

Guide to changing pension provider

The following rules shall apply for changing pension provider.

Companies covered by a collective agreement that wish to change their pension provider may do so. However, this does not apply to companies which have previously had pension agreements with FunktionærPension, or which are otherwise covered by the FunktionærPension portfolio in Pension for salaried 55 employees – PFA Pension. Finally, companies that have not already entered into a pension scheme prior to entering into the collective agreement and which are thus covered by Pension for Salaried Employees on accession of the collective agreement, cannot change their pension provider unless the parties come to an agreement on this.

The conditions for changing pension provider are:

- A vote on the change of pension provider must take place among the employees entitled to pension at the company.

- The company must inform employees about the details and consequences of a possible change. If a majority of the votes cast are in favour of a change of provider, this can take place.

- When changing provider, the conditions set out in the collective agreement must be met. These conditions are that there must be disability and death cover of at least DKK 60,000.00 and an old-age pension.

- The transfer of the employees' deposits in connection with a switch must be done at no cost to the employees. Thus, no deductions may be made from the deposits – neither at the transferring nor the receiving company.

It is often the company that takes the initiative to switch pension providers, possibly at the request of employees. It is important for employees that the process of changing pension provider is carried out in a safe and secure manner.

WORKS COUNCIL

If the company has a works council, it must be informed of the company's plans to change pension providers before the formal process is initiated.

WHO SHOULD PARTICIPATE IN THE BALLOT?

The ballot must take place among the employees eligible for a pension who are covered by the IT Workers’ Collective Agreement.

If the company is covered by both the IT Workers’ Collective Agreement and the

Salaried Employees' Collective Agreement for Trade, Knowledge and Service, separate ballots must take place for each collective agreement.

Therefore, a list should be made of the employees eligible for a pension who should participate in the ballot.

To be eligible for a pension under the collective agreement, the following conditions must be met on the day of the ballot:

- The employee must be at least 18 years old.
- However, the age requirement for students/trainees is 20.
- The employee must have been employed without interruption for at least 3 months with one or more companies covered by the collective agreement, unless the employee is already covered by a labour market pension scheme at the time of employment.

INFORMATION MATERIAL

The decision to change pension provider can have significant long-term financial consequences for employees' insurance and pension conditions. Any decision to switch pension providers should therefore be made on a well-informed basis.

It is the company's obligation to inform employees about the details and consequences of a possible change. It may therefore be relevant to prepare an overview of the differences in the relevant pension schemes. The information can be provided by the relevant pension providers.

Information may be provided in many ways.

The parties recommend that pension providers prepare easily understandable and concise information material that explains the advantages and disadvantages of the various products offered by the companies. The written material should be supplemented with the offer of an employee meeting where the information is provided and there is an opportunity to ask questions.

Employees should be given a period of at least 14 days to seek advice and guidance before voting on a potential change of pension provider.

NO COST TO EMPLOYEES

A change of pension provider must be made at no cost to those insured. This means that changing pension provider may involve any deduction from the insured persons’ funds. If the "old" pension provider charges a fee in connection

with winding up the funds, the company or the new pension provider must bear this cost.

INSURANCE BROKERS

Insurance brokers are independent individuals or companies whose job it is to ensure customers get the best insurance terms. The insurance broker is the company's advisor.

If an insurance broker is involved in the change of pension provider, it is recommended that the company informs employees about how the insurance broker is remunerated. The information can be provided together with the other information that employees receive in connection with the change of pension provider.

THE BALLOT ITSELF

No rules have been agreed in the collective agreement on how the ballot should be conducted.

The voting can therefore be performed in the way the company deems most appropriate.

If a secret ballot is requested, the company must consider whether to honour such a request.

If doubts are subsequently raised about the correctness of the ballot, it is the company that must be able to document this.

The parties therefore recommend that the ballot be in writing. The company may establish a ballot committee with one representative from management and one representative from the employees.

No approval is required.

Dansk Erhverv Arbejdsgiver or HK does not have to approve a change of pension provider.

Collective agreement on pension conditions for employees in flexible jobs

For collective agreements in the DA/LO area, including accession agreements, which contain provisions on membership of a labour market pension scheme without prior health assessment, and which do not have or may later have special provisions on pension conditions for employees in flexible jobs, cf. the Active Social Policy Act (lov om aktiv socialpolitik) or later legislation on flexible jobs, the following applies:

SECTION 1

Persons who, upon employment in a flexible job in accordance with the Active Social Policy Act or subsequent legislation on flexible jobs, are already covered by / are members of one or more pension schemes established as part of an employment relationship, can have the pension contribution added to the pension scheme to which contributions were last made.

Persons who, upon employment in a flexible job pursuant to the Active Social Policy Act or subsequent legislation on flexible jobs, are not already covered by / are not members of a pension scheme established as part of an employment relationship, or who do not wish to contribute to an existing pension scheme, must have the pension contribution paid into the pension scheme specified in the collective agreement. These persons will join the pension scheme specified in the collective agreement, in accordance with the insurance conditions applicable at the time of enrolment.

SECTION 2

Provisions in collective agreements and agreements pursuant thereto on special pension conditions for workers in flexible jobs take precedence over this agreement.

SECTION 3

If a dispute arises regarding access to the rights set out in this agreement, such disputes shall be handled in accordance with the normal industrial and labour law rules.

SECTION 4

The agreement shall take effect on 1 March 2003.

The agreement can be terminated with 6 months' notice, for termination on 1 January of any year. If one of the organisations wishes to make changes to the agreement, it must notify the other party to the agreement 6 months prior to termination, after which negotiations will be initiated without recourse to arbitration with the aim of reaching agreement and thereby preventing termination of the agreement.

If the negotiations for a renewal after prior termination have not been concluded by 1 January, the agreement shall apply, even if the date of termination has passed, until the current collective agreements are replaced by new collective agreements. It shall then lapse when the new collective agreements come into force.

FRAMEWORK AGREEMENTS

Agreement on the implementation of the framework agreement on harassment and violence at work

HK Privat and Dansk Erhverv Arbejdsgiver have concluded the following agreement to implement the European Framework Agreement between Businesseurope, UEAPME, CEEP and ETUC on harassment and violence at work of 26 April 2007.

The parties agree that it is a joint effort to work to prevent harassment and violence at work, and to follow up any instances where employees, managers or employers are subjected to bullying, harassment and violence.

The purpose of the agreement is to raise awareness and knowledge about bullying, harassment and violence at the workplace, and to provide workplaces with an action-oriented framework to identify, prevent and manage issues of bullying, harassment and violence. It is agreed that the parties have already prepared material regarding the handling of bullying through the cooperation in BAR Privat Kontor.

In the context of the Salaried Employees' Collective Agreement for Trade, Knowledge and Service, the parties will discuss during the collective agreement period the framework within which problems with bullying, harassment and violence can best be solved.

In connection with this, the parties will investigate whether further tools need to be developed for workplaces to use to prevent and manage harassment and violence. These tools may be developed under the auspices of BAR Privat Kontor.

Within the context of the Salaried Employees' Collective Labour Agreement for Trade, Knowledge and Service, the parties will also discuss how knowledge of bullying, harassment and violence can be disseminated to employers, managers and employees.

FIXED-TERM EMPLOYMENT

Agreement on the implementation of the directive on fixed-term employment

Implementation of Council Directive 1999/70/EC of 28 June 1999 on the framework agreement concerning fixed-term work entered into by ETUC, UNICE and CEEP.

Dansk Erhverv Arbejdsgiver and HK Privat have entered into the following agreement in order to implement Council Directive 99/70/EC of 28 June 1999 on the framework agreement concerning fixed-term work in the IT Worker's Collective Agreement.

The parties to the collective agreement agree:

- that the collective agreements in force between the parties do not conflict with the provisions of the above Directive; and

- that the organisational agreement implements the said directive.

SECTION 1 PURPOSE

The purpose of the agreement is

a. to improve the quality of fixed-term employment by avoiding discrimination
b. to establish a framework to prevent abuse from successive fixed-term employment contracts or employment relationships.

SECTION 2 SCOPE

This agreement applies to all employees with fixed-term employment who are covered by the collective agreement entered into between the parties.

The agreement does not apply to:

a. employees undergoing basic vocational education and traineeships
b. persons made available to the company by a temp agency.

SECTION 3 DEFINITIONS

The following definitions apply to this agreement:

a. "a fixed-term worker": a person with an employment contract entered into directly between that person and an employer, or which is part of an employment established directly between the said person and an employer where the expiry of the employment contract or relationship is determined based on objective criteria, such as a specific date, completing a specific task, or the occurrence of a specific event.

b. "a comparable permanent worker" means a permanent employee at the same company who has an open-ended employment contract or enters into an open-ended employment relationship and who performs the same or similar work/occupation, with due regard for qualifications/skills.

   Where there is no comparable permanent worker in the same company, the comparison must be made with a full-time worker covered by one of the applicable collective agreements between the parties.

SECTION 4 PRINCIPLE OF NON-DISCRIMINATION

In respect of employment conditions, fixed-term workers may not be treated in a less favourable manner than comparable permanent workers solely because they have a fixed-term contract or relationship, unless different treatment is justified on objective grounds.

The principle of proportionate remuneration and proportionate rights applies to the area covered by the scope of this agreement.

Provisions in the collective agreement between the parties requiring a certain seniority for special conditions of employment must be the same for persons with fixed-term employment as for permanent employees, unless the requirement for different seniority is justified on objective grounds.

SECTION 5 PROVISIONS ON ABUSE

In order to prevent abuse of successive fixed-term employment contracts or employment relationships, renewals of such contracts or employment relationships must be justified by objective circumstances reflecting the situation of the company or the nature of the work or industry or the circumstances of the employee.

The parties agree that the above text is not intended to bring about any change to the rules and legal practice applicable to employees covered by the existing collective agreement between the parties.

SECTION 6 INFORMATION AND EMPLOYMENT OPPORTUNITIES

Employers must inform their fixed-term workers about the vacancies available at the company to ensure that they are given the same opportunity to obtain a permanent position as others.

Such information may be provided personally via the relevant union representatives or by way of a general announcement at a suitable place in the company.

The employer shall, as far as possible, facilitate access to appropriate vocational education for its fixed-term workers in order to enhance their skills, career opportunities and occupational mobility.

SECTION 7 INFORMATION AND CONSULTATION

Fixed-term workers shall be fully included in the calculation of the threshold above which workers' representative bodies provided for in national and Community law may be constituted in the company as required by collective agreements, acts etc.

The employer should, as far as possible, consider providing suitable information about fixed-term employment in the company to the existing cooperation bodies.

SECTION 8 CONCLUDING PROVISIONS

This agreement does not affect the protection afforded to fixed-term employees under the existing collective agreement between the parties.

This agreement is subject to more specific community provisions.

Disputes concerning this agreement shall be dealt with in accordance with the normal rules on industrial disputes and labour law.
The Organisational Agreement enters into force on 10 July 2002. No industrial dispute concerning the interpretation of this agreement may be raised earlier than this date. However, this does not apply to violation of collective bargaining agreements.

In the event of termination of the collective agreement, the parties are obliged to comply with the provisions relating to the implementation of the Council Directive 99/70/EC of 28 June 1999 on the framework agreement concerning fixed-term work entered into by ETUC, UNICE and CEEP until another collective agreement replaces it or the Directive is amended. The parties agree that there should be no recourse to arbitration in connection with this implementing agreement.

FOREIGN EMPLOYEES

Agreement on a code of conduct for agreements with foreign employees

It is agreed that for foreign employees, it may be appropriate for the company to provide accommodation, transport, etc. to foreign employees during their stay in Denmark.

It has further been agreed that it should be voluntary for the employees to conclude an agreement with the company on the purchase of services related to the employment relationship, and that, according to the parties' interpretation, it would be in contravention of the collective agreement to make an employment relationship conditional on the employees concluding such agreement.

In addition to this, the parties agree that employees who have concluded a voluntary agreement with the company on the purchase of services must be given the opportunity to terminate such agreement giving one month's notice to expire at the end of a month, unless another shorter notice period has been agreed.

If Dansk Erhverv Arbejdsgiver's member companies enter into such voluntary agreements with their foreign employees, the parties agree that it is natural for the payment for the benefits to be deducted from their wages.

When using foreign subcontractors, the parties to the collective agreement recommend that, before using foreign subcontractors to perform work at the company's locations in Denmark, companies covered by the collective agreement inform the union representative and provide all relevant background information about the subcontractors, such as the work they are to perform and its expected duration.

EDUCATION

Agreement on Handling Failure to Report/Pay to the Competence Development Fund (Aftale om håndtering af manglende indberetning/indbetaling til kompetenceudviklingsfond)

In the current scheme, Kompetencefonde.dk is responsible for collecting contributions to Handlens Kompetenceudviklingsfond ("the Competence Fund") on behalf of the organisations. Kompetencefonde.dk will send out a letter to the companies about how to report and make contributions.

FAILURE TO REPORT

Based on reports to Kompetencefonde.dk from Dansk Erhverv Arbejdsgiver, Kompetencefonde.dk will notify the company that it must report via Kompetencefonde.dk. If the company fails to report, Kompetencefonde.dk will contact the company 2 times before data on the missing reports is transferred to Dansk Erhverv Arbejdsgiver. Kompetencefonde.dk supplies details of the failure to report to Dansk Erhverv Arbejdsgiver 14 days after sending the 2 reminder.

Dansk Erhverv Arbejdsgiver has a further 6 weeks from receipt of these details from Kompetencefonde.dk to ensure that the company reports to Kompetencefonde.dk.

After the above deadline, Dansk Erhverv Arbejdsgiver will forward a list to HK Privat on the companies that have still not reported to Kompetencefonden after a reminder procedure from Dansk Erhverv Arbejdsgiver.

At the request of one of the parties, an organisation meeting shall be held. Such a request shall be submitted no later than 14 days after Dansk Erhverv Arbejdsgiver has sent HK Privat the list of member companies that have not reported.

HK Privat then sends the cases to FH in order to convene a joint meeting.

FAILURE TO PAY

Based on the report to Kompetencefonde.dk, Kompetencefonde.dk will send the company a bill. If the company does not pay, Kompetencefonde.dk will send a reminder to the company 2 times before handing the matter over to Dansk Erhverv Arbejdsgiver. Kompetencefonde.dk will transfer data on non-payment to Dansk Erhverv Arbejdsgiver 14 days after Kompetencefonde.dk has sent the second reminder.

On receipt of these details from Kompetencefonde.dk, Dansk Erhverv Arbejdsgiver has 6 weeks to ensure that the company pays the amount billed.

After the above deadline, Dansk Erhverv Arbejdsgiver will forward a list to HK Privat of the companies that have still not paid into the Competence Fund after a reminder procedure from Dansk Erhverv Arbejdsgiver.

At the request of one of the parties, an organisation meeting shall be held. Such a request must be made no later than 14 days after Dansk Erhverv Arbejdsgiver has sent a list to HK Privat of companies that have not paid.

HK Privat then sends the cases to FH in order to convene a joint meeting.

AGREEMENT ON FINE DETERMINATION

Dansk Erhverv Arbejdsgiver and HK Privat have agreed on the following system of fines in cases concerning the Competence Fund, when reporting/payment has not been made before forwarding to HK Privat:

- Failure to report or delayed reporting to the Competence Fund
- Failure to pay or delayed payment of contributions

	1st time	2nd time	3rd time	More times
Failure to report Out-of-court settlementt of the fine	DKK 2,000	DKK 4,000	DKK 6,500	Same
Non-payment Out-of-court settlementt of the fine	At least DKK 2,000 or 20 per cent.	At least DKK 4,000 or 20 per cent.	At least DKK 6,500 or 20 per cent.	Same
Failure to report Settlement of fines at joint meetings	DKK 3,000	DKK 5,500	DKK 8,250	Same
Non-payment Settlement of fines at joint meeting	At least DKK 3,000 or 25 per cent.	At least DKK 5,500 or 25 per cent.	At least DKK 8,250 or 25 per cent.	Same

The reference period for repeat offences is the preceding 3 years.

The agreement shall enter into force on 1 March 2012 and shall apply to cases of non-reporting / non-payment from and including the payment and reporting year of 2012.

Either party may terminate the agreement with 3 months' notice, but no earlier than 28 February 2014.

Agreement on a Competence Development Fund

1. PURPOSE

Kontor- og Lagerområdets Kompetenceudviklingsfond aims to provide for the development of employees’ competences in order to maintain and enhance the competitiveness of companies in a globalised economy. The purpose of the fund is also to support the development of employees’ skills to maintain and enhance

their employment opportunities.
In order to further strengthen efforts in this field, the parties have established Kontor- og Lagerområdets Kompetenceudviklingsfond, which aims to subsidise education and competence development in individual companies, including subsidising employee participation in self-selected competence development.

With this agreement, the parties wish to create a dynamic basis for the use and administration of resources that the parties agree to allocate in accordance with section 16(3) of the IT collective agreement on unused resources from the company's competence development initiatives. The aim is for these funds to be used for the benefit of the employee's employment opportunities, both in the short and long term, as well as for the benefit of the companies' competence development. At the same time, the competitiveness of IT companies must be maximised.

2. TIME OFF FOR EDUCATION

The entitlement to time off for education laid down in the collective agreements has been extended to allow time for self-selected education relevant to employment within the scope of the IT Workers' Collective Agreement. A condition of entitlement to time off for education that the company does not consider relevant to the company is that the employee can obtain a grant for this education according to the rules for skills development support set out below.

Employees with a minimum of 6 months' seniority are entitled to up to 2 weeks' time off annually for self-selected education relevant to employment, within the scope of the collective agreement.

For example, the time off can be used for education at both a basic and higher level, general as well as vocational continuing and further education as well as for participation in assessments of real skills development in the public sector and relevant private-sector schemes.

3. FINANCIAL CONTRIBUTIONS

A. The company pays an amount corresponding to DKK 920.00 per year per full-time employee covered by the collective agreement. For part-time employees, the amount is reduced proportionally.

B. Basis for calculation. The contribution is calculated based on the number of employees covered by the IT Workers' Collective Agreement.

4. KONTOR- OG LAGEROMRÅDETS KOMPETENCEUDVIKLINGSFOND

A. The parties to the collective agreement have established a joint ownership that manages the contributions and unused resources calculated in accordance with Section 3. The specific guidelines for this are laid down in the statutes of the Competence Development Fund. The parties are equally represented on the board of the fund.

B. The board of the fund shall make further decisions on:

- administration and collection of contributions,
- guidelines for distribution, cf. subsection D,
- accounts, etc. as the fund's accounts must be subject to audit,
- determination and collection of VEU contributions, to the extent that this task is transferred to the parties in the labour market.

The board of the fund may also establish guidelines for reporting on competence development support managed in the company, which supplement the rules in Section 5.

C. APPLICATIONS

Employees who are employed at a company under the IT Workers' Collective Agreement may apply for resources from the fund, providing that the company has not established its own competence development account, etc. cf. Section 5. Applications shall be forwarded via the company, which will confirm that the employment is covered by the IT Workers' Collective Agreement and also provide details of the employee's wages. The companies can also apply for the fund's resources for use in education and competence development at the individual company.

D. APPLICATION

Within the financial capacity of the fund, the Skills Development Fund may provide grants for employees' training activities covered by Section 16(4) and (5) of the IT Workers' Collective Agreement. The resources may be used for:

- Grants for external costs for education (course fees, course materials, transport costs, etc.)
- Grants to cover part of employees' lost wages during education, up to an amount that, together with any public reimbursement of lost wages, makes up 100% of personal salary.

When awarding grants, the fund must aim at achieving a fair balance between the different trade groups under the collective agreement in proportion to the contributions made for such groups.

Within the capacity of the fund, the Competence Development Fund may also provide grants for companies' competence development. Grants may be applied for, among other things:

- Competence,education planning
- Costs associated with external education
- Costs associated with internal education comparable to external education
- Education in the form of E-learning
- Documentation of real skills and development of methods in that connection
- Knowledge accounting with an emphasis on employee competences

When distributed, at least 55% of the fund's resources should be used for self-selected education.

5. COMPETENCE DEVELOPMENT SUPPORT MANAGED IN THE ORGANISATION

A. Member companies that wish to manage the education funds themselves can manage and disburse the funds in Section 3 (A) and (B). The company must have established a an education committee and have at least 80 employees, calculated in accordance with Section 3 (B).

B. If the condition in subsection A. is no longer fulfilled, the company shall be covered by Section 4 with effect from the next calendar year. Any residual balance from the company's competence development account shall be transferred to Kontor- og Lagerområdets Kompetenceudviklingsfond.

C. LOCAL FRAMEWORKS AND PLANS

The company must take steps to ensure that general budgets and priorities for the use of the skills development account resources are established in consultation with employees. The company's education committee determines the criteria for awarding grants. Grants can only be awarded according to the rules in Section 4 (D).

In the planning, it must be ensured that grants will be awarded for both competence development aimed at qualifying the employees to undertake other functions at the company and for competence development strengthening the individual employee's qualifications and employment opportunities within the areas covered by the collective agreement, and the company's general needs for competence development must be taken into account.

Where agreed locally, the competence development account may be used for other education when the employee leaves the company.

D. ALLOCATION

Within the framework of Section c., employees can apply for a grant. The education committee bears the overall responsibility for the criteria for the distribution of the funds, cf. Section c. It is a prerequisite for grants to be awarded that funds are available in the competence development account. The education committee can decide to accumulate funds in the account for use in future education activities. Unless otherwise agreed, unused resources exceeding 1 year's contributions are transferred to Kontor- og Lagerområdets Kompetenceudviklingsfond. The company's education manager assesses whether the application falls within the criteria and framework established by the education committee and awards a grant on that basis. If a grant is refused, the employee is entitled to receive a written explanation of the reason for this, and the union representative may ask to have the matter examined as an industrial dispute following consultation with the education committee. However, the case cannot be referred to industrial arbitration.

E. ADMINISTRATION

The company must ensure that the company's competence development account is assessed on an ongoing basis. In connection with the annual report, the company's auditors must certify that the funds have been allocated and used or transferred in accordance with these rules. The company's compliance with its obligation to calculate, direct and settle course accounts shall be handled solely according to the rules for handling disputes, cf. Section 19, including any industrial arbitration.

Employees who are representatives on the company's education committee are entitled to one day off per year to attend an ERFA meeting organised by HK Privat and HK Handel. The employee receives compensation for lost wages and appropriate travel expenses from the company's competence development fund. Time off must be agreed with the company.

It has been agreed that the above is a trial scheme that only applies during the collective agreement period. The trial scheme will therefore expire on 28 February 2025.

6. OTHER COLLECTIVE AGREEMENT AREAS

A. Dansk Erhverv Arbejdsgiver may decide to allow other collective agreement areas or companies in the scheme established under Section 3. These are separated for accounting purposes so that funds from one area are not spent on another.

B. Companies that follow the provisions of the IT collective agreement without being a member of Dansk Erhverv Arbejdsgiver, e.g. through accession

agreements, must pay a contribution to Kontor- og Lagerområdets Kompetenceudviklingsfond. The board of the fund may order these companies to pay a cost-based administration charge for the processing of applications from these companies and their employees. The board of the fund shall ensure that payments into and out of the fund from these companies and to their employees are kept separate from an accounting perspective from the resources of member companies of Dansk Erhverv Arbejdsgiver.

7. COLLECTIVE AGREEMENT PROVISIONS

In the event of disagreements between the content of the collective agreement and the Agreement on a Competence Development Fund, the latter shall prevail.

8. BASIC CONDITIONS FOR THE SCHEME

If, during the term of the collective agreement, the Danish Parliament adopts rules on further education, introducing new payment obligations or other obligations for the parties to the collective agreement, the member companies and/or the employees, this agreement will lapse.

Agreement on Deviation from the Agreement on a Competence Development Fund

It has been agreed to derogate from the Agreement on a Competence Development Fund entered into in the collective agreement on the following points:

A. The agreement's condition of 6 months' seniority to obtain the right to time off for self-selected education, cf. subsection 2, second paragraph of the agreement, does not apply during the collective agreement period. Thus, there is no seniority requirement during the collective agreement period.

However, the right to self-selected education does not apply in the notice period, cf. Section 16(5), third paragraph, and the trainee's right to support for education outside working hours, cf. point 13 in the Agreement on Pay and Working Conditions for Trainees/Students, page 58, which upholds the seniority requirement of six months.

B. The agreement is valid for the duration of the collective agreement and will expire without further notice on 28 February 2025.

Agreement on Staff Development Dialogue (SDD)

In order to promote skills development among all employee groups, the parties agree on a joint initiative aimed at encouraging the use of SDD in the companies.

The parties undertake to work for the continued roll-out of SDD in companies covered by the collective agreement, based on marketing of www.samtalens123.dk.

The parties also undertake to monitor the development in the spread and use of SDD during the period of the collective agreement with a view to evaluating the joint marketing initiative.

The organisation of marketing efforts and follow-up is carried out under the auspices of uddannelses- og samarbejdsfonden for kontor- og lagerområdet.

Agreement on Education Improvement (Aftale om aftalt uddannelsesløft)

In order to improve the competence development of companies and employees, the parties agree on a joint information initiative during the period, which is aimed at improving education levels and therefore competitiveness in the companies.

The parties will work to increase the roll-out of

- Individual competence assessment,
- improvement from unskilled to skilled status and
- improvement from skilled to higher education level

The planning of the initiative and follow-up will be organised under the auspices of the Uddannelses- og Samarbejdsfonden for Kontor- og Lagerområdet, which also finances the initiative.

Agreement on Agreed Qualification Improvement (Aftale om aftalt uddannelsesløft)

Employees are entitled to qualification improvement up to full academy profession programme level (60 ECTS credits) over a period of three years. This means that they are free to enrol in an educational programme lasting no more than 12 weeks, corresponding to 10 days of leave per academy module of 10 ECTS credits.

Conditions of this improvement include:

- The education programme shall be agreed with the employer.
- The employee exercising their right to no more than 6 years of self-selected education, accumulated in the two years (years 1 and 2) before the education starts and is completed (years 3, 4 and 5).
- The 10 days of self-selected education, which are earned in the next year after completion of the Academy Profession Programme (year 6), are also considered to be used up in connection with the programme.
- The employee will receive their usual salary during the education programme as well as coverage of course fees, materials, etc. as normal for self-selected education.

To the extent that the use of the Competence Fund, cf. this agreement, puts a strain on the fund's resources, the parties agree that the board shall determine the limits for use for this purpose.

The company can apply to the Competence Fund for 100% wage compensation for such agreements, assessed as when calculating grants for self-selected education, offset by the State Educational Support for Adults scheme. This also applies to self-managing companies.
The board of the Competence Fund determines recommended Academy Profession Programmes based on the existing approved list.

The parties recognise the special needs existing in the IT sector. HK Privat and Dansk Erhverv Arbejdsgiver may therefore agree on special programmes or guidelines in addition to the above.

The board of the Competence Fund may propose adjustments to the agreement during the collective agreement period.

It has been agreed that the above is a trial scheme that only applies during the collective agreement period. The trial scheme will therefore expire on 28 February 2025.

Agreement on an education and cooperation fund

The parties have established an education and cooperation fund for the sector.

The fund's purpose is:

- to promote and develop the level of education in the office and warehouse sector, with a special focus on ensuring that companies have a qualified labour force
- to develop and test education programmes which do not exist in the traditional education system
- to finance remuneration for the union representatives.

Reference is also made to the fund’s statutes as laid down by the parties to the collective agreement.

FINANCING

The companies pay an amount corresponding to DKK 768.00 per year per full-time employee covered by the collective agreement. The amount will be adjusted on 1 July 2023 to DKK 933.00.

For part-time employees, the amount is reduced proportionally.

The board of the fund is authorised to adjust the contribution if the new tasks of the fund make this necessary.

The financial year is the calendar year.

Contributions to the fund are made to Dansk Erhverv Arbejdsgiver.

Agreement on phasing-in contributions to the Education and Co-operation Fund (Aftale om indfasning af bidrag til Uddannelses- og samarbejdsfonden)

Members of Dansk Erhverv Arbejdsgiver who no later than 3 months after becoming members have acceded to the collective agreement may demand that contribution to Uddannelses- og samarbejdsfonden på kontor- og lagerområdet does not begin until 1 year and 6 months after joining.

In connection with the entry into force of the collective agreement, it must be specified when payment commences in each individual case.

Agreement on Education Committees Etc. (self-administration of competence funds)

It is agreed between the parties that self-administration of competence funds shall be based on the following conditions:

REPRESENTATION

In companies that self-manage, a joint education committee must be established, to which employees have the opportunity to elect representatives.

In cases where employees at the company have elected a union representative, this representative shall be on the education committee. In companies with several union representatives, these must decide amongst themselves who will be the representative(s) for the area covered by the collective agreement.

All employees elected to the education committee must satisfy the same conditions as those for being eligible for election as union representative in the area covered by the collective agreement.

The parties agree that where there is a works council, the education committee may be a sub-committee thereto.

JOINT ADMINISTRATION

Joint administration may take place between one or several other competence

development funds in the areas of the collective agreement, on the condition that HK Privat is represented in the education committee.

Only those representatives who represent employees with collective agreements with "self-managed" competence development funds can participate in the decision-making process on the allocation of funds.

If there is joint administration in other areas of the collective agreement, an employee-elected representative for the collective agreement area will be entitled – via HK Privat – to request organisation meetings if the representative is of the opinion that there is a distribution of funds that does not favour the employees covered by the collective agreement.

If the matter is not resolved at the meeting, the collective agreement area can be withdrawn from joint administration following the organisation meeting with prospective effect so that the next payment will be made to the relevant skills development fund for the collective agreement area.

Agreement on Education and Cooperation Activities (Aftale om uddannelses- og samarbejdsaktiviteter)

With the aim of strengthening continuing and further education and cooperation in the collective agreement area, the parties have established a scheme with proactive education ambassadors / representatives from each organisation.

The education ambassadors / representatives from each organisation must:

- Reach out to companies that are covered by the collective agreement and inspire them to increase their continuing and further education activities.
- Contribute to competence assessment and advise on the planning of specific education opportunities.
- Inform, guide and inspire in order to promote cooperation between the companies.

The education ambassadors/representatives from each organisation can also set up and implement regional information events, which among other things, can provide information and inspiration about relevant further/continuing education opportunities within the areas covered by the IT Workers' Collective Agreement, including through any increased involvement of education contact persons.

The education ambassadors / representatives from each organisation must work closely together, and each organisation shall hire the necessary staffing.

The agreement applies for the collective agreement period.

The board of Uddannelses- og Samarbejdsfonden for Kontor- og Lagerområdet lays down the detailed rules for the scheme, including the work functions of the education ambassadors / representatives from each organisation.

The parties agree that the scheme will be financed by Uddannelses- og Samarbejdsfonden.

A budget will be set for each of the two years of the activity. The budget will be approved by the parties to the collective agreement.

Organisational Agreement on an Education Representative (organisationsaftale om uddannelsesrepræsentant)

By local agreement between management and the union representative(s), the union representative(s) may appoint a joint education and training representative at the company.

The education representative can assist the company and employees with education in accordance with the provisions of the collective agreement, including being a sparring partner for the company, employees and Kontor- og Lagerområdets Kompetenceudviklingsfond's outreach consultants. In addition, the education representative can assist the company in establishing an overview of where trainees/students can be educated to meet the company's competence needs.

As a trial scheme during the collective agreement period, the education representative is entitled to up to 1 day of unpaid leave per year, subject to agreement with management, for the purpose of upgrading the employee's qualifications for the function of education representative. The employee is entitled to salary compensation from Uddannelses- og samarbejdsfonden for Kontor- og Lagerområdet. The parties to the collective agreement shall agree on further guidelines for the education programme. The trial scheme will expire on 28 February 2025.

TEMP AGENCY STAFF

Agreement on Information When Using Temporary Workers from Temp Agencies (Aftale om oplysninger ved brug af vikarer fra vikarbureauer)

Where an industrial dispute case regarding temp agency staff is initiated against a temp agency that has not adopted a collective agreement (and is therefore covered by the Danish Temporary Agency Workers Act), the user company to which the agency staff have been sent, shall, upon request from one of the parties to the collective agreement, provide information on the local agreements and customs with which the company informed the temp agency it must comply for the work functions carried out by the temp agency staff at the company.

The provision does not change the fact that only temp agencies that have signed the collective agreement are responsible for ensuring compliance with the collective agreement, etc. for temp agency staff.

The user company is not responsible for any breach of contract on the part of the temp agency, only for ensuring compliance with the duty of disclosure.

This agreement entered into force on 1 March 2014 and applies to cases raised after this date.

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