

2020/2023

NATIONAL COLLECTIVE AGREEMENT

For shops between

Dansk Erhverv Arbejdsgiver

and HK HANDEL

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

DANSK
ERHVERV

Danish Chamber of Commerce

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Section 1. Working hours

1. Planning working hours etc.

A. Number of hours per week

1.1 Number of hours per week for full-time employees

The normal effective working time is 37 hours per week, corresponding to 160.33 hours per month. The working hours can be planned as 37 hours in each individual week or as an average over 16 weeks in a fixed schedule – 592 hours in all.

Working hours in excess of an average of 37 hours over a 16-week period will be paid as overtime in accordance with section 1(6).

1.2. Number of hours per week for part-time employees

The normal working hours (duration and timing) are agreed in each individual case for part-time employees when they are first employed. The working hours can be planned as an average over 16 weeks in a fixed schedule.

In exceptional cases, it may however be agreed that part-time employees will take on extra work and overtime.

B. WORKING TIME SCHEDULES

A written working time schedule is drawn up for every single employee indicating the duration and timing of the working hours.

If a working time schedule does not exist, working hours in excess of 37 hours per week will be paid as overtime in accordance with section 1(6).

The working time schedule is planned so that actual working hours in an individual week do not exceed 45 hours. If, in exceptional cases, more than 45 working hours are allocated for the individual week in the working time schedule, such working hours shall be paid in accordance with the rules on overtime work in section 1(6). These rules do not prevent additional overtime from being worked.

The average weekly working hours calculated over a 16-week period may not exceed 48 hours including overtime, cf. the EU Working Time Directive.

C. RULES FOR TIMING OF WORK

The planning of working hours shall take into consideration the needs of the employee and the enterprise, and the working hours shall be allocated across five of the days of the week wherever possible.

The working hours are to be planned in such a way that on no more than two days per week is work performed after 17:45 and on no more than every other Saturday after 14:15. These rules may be waived if there is a separate agreement in place to this effect between the employee and the enterprise.

Shops open on Sundays

For those employed in shops which are open on Sundays, the working hours must as a general rule be planned so that the employee has eight weekends off, from the end of work on a Friday to the start of work on a Monday, over a 16-week period.

Every endeavour should be made to allocate these weekends off in such a way that a maximum of two consecutive Sundays are worked. It is agreed that time off at weekends shall be distributed appropriately over the schedule period in such a way that two consecutive weekends worked, where possible given the enterprise's operational needs, shall be followed by two consecutive weekends off.

Where it can be reasonably justified by the enterprise's circumstances, the working hours may be planned in such a way that rather than the aforementioned time off at weekends,

- time off at another time in the schedule period may be granted with 20 minutes for every hour's effective working time performed on Sundays; or
- a special supplement may be paid equivalent to 1/3 of the employee's personal hourly rate for every hour's effective working time.

Compensatory leave or payment is only granted for work where the number of working Sundays exceeds eight calculated over a 16-week period.

Shops closed on Sundays

For those employed in shops which are not open on Sundays, the working hours shall as a general rule be planned so that the employee has eight weekends off, from the end of work on a Friday to the start of work on a Monday, over a 16-week period, cf. also paragraph 3 of point c. This general rule may be waived if there is a separate agreement in place to this effect between the employee and the enterprise. The provisions in sentences 1 and 2 of this paragraph shall also apply to employees who are employed in shops which are open on Sundays, but where the employee does not work on Sundays.

D. SPECIAL RULES – WORKING HOURS

The rules for the timing of work, cf. point c, do not apply to the week before Christmas, Easter Saturday and Whit Saturday or to 14-day sales.

Nor do the rules for the timing of the work, cf. point c, apply in the following situations:

- Sales of cars
- Sales from shops on campsites
- Sales of pleasure boats, camper vans, tents and rental equipment
- Sales of plants, flowers, wreaths and gardening supplies
- Sales of domestic pets
- Sales of items from shops at zoos
- Sales from amusement parks
- Sales from shops associated with exhibitions
- Sales from service stations on the motorway network
- Sales from shops in station buildings
- Sales from shops in airports and public transport centres
- Sales from shops in harbour areas
- Sales from bakeries open on Sundays
- Sales from shops on ships which sail international waters
- Sales from general stores, cf. the Danish Shops Act of 1994

E. BREAKS

The employee is entitled to a break of at least 30 minutes when their working hours exceed five hours. The total break time per day may not exceed one hour, or 1.5 hours on days where the working hours excluding breaks exceed 7.5 hours.

On Saturdays with a closing time of 14:00, and other days of similar length, it may be agreed locally that breaks will not be taken.

F. CHANGES TO THE WORKING TIME SCHEDULE

The working time schedule can be changed at any time with four weeks' notice, but in such a way that the employee always knows their working time schedule at least 16 weeks in advance.

In cases where, due to significant changes, the employee cannot accept the notified change to their working hours, please refer to the provisions of the Danish Salaried Employees Act.

For non-salaried employees, notice of changes that are significant to the individual employee will be given in accordance with section 11(2).

Where the employee and the enterprise agree, rules on the notice required for working hours may be deviated from.

2. Weekday holidays

A. WEEKDAY HOLIDAY REDUCTION

In weeks with weekday holidays, the working hours for the individual employee will be reduced by a number of hours for each weekday holiday (New Year's Day, Maundy Thursday, Good Friday, Easter Sunday, Easter Monday, the fourth Friday after Easter, Ascension Day, Whit Sunday, Whit Monday, Christmas Day and Boxing Day) and also for Constitution Day and Christmas Eve.

This reduction is proportionate to the employee's average weekly working hours, so that the working hours of employees with average weekly working hours of:

over 10 hours are reduced by 3.5 hours
over 20 hours are reduced by 4.5 hours
over 25 hours are reduced by 5.5 hours
over 30 hours are reduced by 7.0 hours
37 hours are reduced by 7.5 hours

per weekday holiday, Constitution Day or Christmas Eve in the week or schedule period concerned.

If the shop closes earlier than normal on New Year's Eve, the working hours for the individual employee shall be reduced by the number of hours earlier than normal that the shop is closing on this weekday.

B. AGREEMENT ON TRANSFER OF REDUCTION HOURS

If required by the employee, a written agreement can be made with the enterprise that the reduction hours are to be transferred to the next schedule period in the ratio of 1:1. The transfer must be made in such a way that the employee has access to the balance, for example by stating the balance on the wage slip.

The reduction must be given in whole days unless otherwise agreed.

Taking off for transferred reduction hours takes place according to agreement between the enterprise and the employee.

When the employee leaves, untaken reduction hours are paid in the ratio of 1:1, plus any pension, free-choice and holiday pay.

It is only possible to enter into an agreement on transfer of reduction hours for employees with at least 3 months' service.

C. WEEKDAY HOLIDAY REDUCTION FLEX JOB EMPLOYEES

Please refer to the Agreement on weekday holiday rules for flex job employees, cf. page 60, for information relevant to the reduction of working hours for flex job employees.

3. Illness and holiday

Time off that is not taken due to illness or holiday does not give entitlement to time off at another time.

4. Working hours, temporary employees and agency staff

For temporary employees and agency staff hired for a period of no more than a month, cf. section 2(4) of the Danish Salaried Employees Act, the following applies:

Unless otherwise agreed in advance, payment will be rendered for at least four hours of work per day.

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

5. Shift allowance

For work within the normal effective weekly working time of 37 hours, the following supplements shall be paid per hour:

	1 March 2020	1 March 2021	1 March 2022
Weekdays 18:00 to 23:00	DKK 26.85	DKK 27.30	DKK 27.75
Weekdays 23:00 to 06:00	DKK 36.05	DKK 36.65	DKK 37.25
Saturdays 15:00 to 24:00	DKK 47.30	DKK 48.05	DKK 48.80
Sundays and weekday holidays, all day	DKK 52.65	DKK 53.45	DKK 54.35

The supplement is not paid for overtime and days off, and quarter hours are used in the calculation of the supplement.

For young people under the age of 18 and trainees, the supplement is half the aforementioned rates.

For young people under 25 who are employed for a maximum of 15 hours a week and enrolled on a full-time, state-recognised education programme, the supplements are also half the aforementioned rates, provided that there is not an increasing trend towards the employment of this group at the individual enterprise compared to existing employment patterns in the enterprise. Should the individual's employment exceed 15 hours a week, full rates will be paid for all hours.

However, adult trainees who start their training after reaching the age of 25 shall be paid a full shift allowance.

Supplements are not paid, however for flexitime schemes where the flexitime window is fixed so that it extends beyond 06:00 to 17:45, or to people who have been hired specifically to work at certain times outside the usual working hours of the enterprise.

6. Overtime work

The parties have agreed that overtime shall be restricted as much as possible with due consideration for the needs of the enterprise.

Overtime is only paid when the work is done on the orders of the enterprise or its representative at the workplace. Where possible, notice of overtime work shall be given no later than the preceding day. For overtime work of which notice was given, but no part was actually done, and where notice of this change was given less than four hours before the overtime work was due to have started, 1 hourly rate + 50 per cent is paid.

A. PAYMENT – OVERTIME WORK

The rate for overtime work for which supplements can be claimed, cf. section 1(1), is calculated at the hourly rate + 50 per cent for the first three overtime hours and then at the hourly rate + 100 per cent for all overtime worked on Sundays and weekday holidays.

If the employee is called in to work overtime without prior notice, after leaving work at the end of normal working hours, the overtime supplement shall be 100 per cent.

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

When work is performed, the payment is calculated from the time at which the overtime work began, cf. paragraph 1. Overtime work done between 00:00 and 06:00 is paid at the hourly rate + 100 per cent.

The calculation is based on half hours.

B. TIME OFF IN LIEU

If the employee so wishes, and the enterprise agrees, overtime can be exchanged for time off in lieu, so that 50 per cent hours are taken as 1.5 hours off and 100 per cent hours as two hours off for every hour of overtime worked.

The timing of the time off in lieu shall be agreed between the enterprise and the individual employee, normally with one week's notice. The time off in lieu shall where possible be granted as full or half days off and taken within two months of working the overtime.

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

7. Flexible working hours

The provisions in this section do not prevent flexitime schemes being agreed.

Section 2. Pay

1. Personal pay

- A.** Pay for the individual employee shall be agreed directly between the enterprise and the employee in each individual case. Wage levels shall be reviewed and adjusted where necessary at least once a year on an individual basis.
- B.** The enterprise should determine the personal pay on the basis of a systematic assessment.
- C.** The pay should reflect the individual's performance, qualifications, ability, flexibility, the nature and responsibilities of the post, and any training received.
- D.** If the enterprise and the employee(s) have agreed to this in the individual case, negotiations may take place with the assistance of the trade union representative.
- E.** Where disparities are considered to be present in this area as a whole, the parties have a right to institute proceedings against each other according to the rules for handling disputes, cf. section 9.
- F.** Where the personal pay determined for the individual employee is in obvious conflict with the condition set out in point c, either party may request negotiations.
- G.** Personal pay shall be negotiated and determined on the principles laid down in the Danish Equal Pay Act.
- H.** Where appropriate, pay for the individual employee may be determined wholly or partly as performance-related pay, bonuses, commission, etc., cf. subsection 13.
- I.** The parties have discussed the local wage formation. The pay increases that are, for example, a result of increases in the free-choice account can be included in connection with the individual assessment of pay.

2. Pay, skilled workers

Employees with vocational training within the retail sector are paid as follows:

	1 March 2020 DKK/month	1 March 2021 DKK/month	1 March 2022 DKK/month
Minimum wage	20,888.00	21,289.00	21,690.00

3. Pay, shop assistants

Shop assistants are paid in accordance with the general pay provision for unskilled workers in the Shop Workers' Collective Agreement, although a special shop assistant supplement of DKK 750.00 per month is paid with effect from the first of the month in which the training ends.

Please also refer to the Agreement on the pay of shop assistants, cf. page 51.

4. Pay, unskilled workers

Unskilled workers are paid as follows:

	1 March 2020 DKK/month	1 March 2021 DKK/month	1 March 2022 DKK/month
Minimum wage	19,388.00	19,789.00	20,190.00

5. Length of service supplement

Employees with vocational training within the retail sector and a year's service with the enterprise receive a supplement of DKK 2.90 per hour.

Shop assistants with a year's service with the enterprise receive a supplement of DKK 2.90 per hour.

Unskilled workers with a year's service with the enterprise receive a supplement of DKK 2.90 per hour.

6. Pay, part time

- A. 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 enterprise or the department.
- B. When a full-time employee continues to work at the enterprise as a part-time employee, their pay is calculated as indicated above, but in relation to the individual's previous pay.
- C. Weekday holidays are paid in cases where these fall within the dates of employment that have been agreed.
- D. If the part-time employee works outside of their normal working hours, such extra hours will be paid at the normal hourly rate for the employee concerned. Where the part-time employee is covered by a 16-week schedule, overtime shall be paid if the part-time employee works extra hours in the individual week which mean that the average of 37 hours is exceeded.

7. Pay, temporary employees and agency staff

Temporary employees and agency staff hired for a period of no more than a month, cf. section 2(4) of the Danish Salaried Employees Act, are paid in accordance with subsections (1), (2), (3) and (4): Payment is rendered for at least four hours of work per day, unless otherwise agreed in advance.

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

8. Pay, young people under 18

- A. All young people under 18 are paid as follows:

	1 March 2020 DKK/month	1 March 2021 DKK/month	1 March 2022 DKK/month
Minimum wage	11,023.00	11,255.00	11,479.00

B. Pay for part-time and temporary employees under the age of 18 is calculated pro rata.

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

C. From the first day of the month in which the employee reaches the age of 18, payment shall be rendered according to the rules in section 2(4).

D. This provision applies, among other things, to all auxiliary jobs in the shop area and associated warehouse jobs etc.

9. Pay, trainees

A. The following applies for trainees who have completed the basic training course in accordance with the Danish Act on Vocational Training applicable from 1 August 2015:

	1 March 2020 DKK/month	1 March 2021 DKK/month	1 March 2022 DKK/month
1st year	11,929.00	12,132.00	12,338.00
2nd year	13,214.00	13,439.00	13,667.00
3rd year	14,420.00	14,665.00	14,914.00

Remuneration for trainees on basic vocational courses follows the first-year trainee rate.

Trainees who have passed the higher commercial examination programme, upper secondary school leaving certificate, higher preparatory examination, higher technical examination programme as well as EUX before the start of the training programme shall be paid a supplement to the aforementioned pay of DKK 1,045.00 per month.

If a training agreement is set to be completed in less than three years, the number of pay rates shall be reduced accordingly so that the latter rates are applicable.

If a training agreement is entered into for e.g. one year and six months, the first six months will be paid at the second rate and then at the third rate.

Should the training period be extended because the theoretical training cannot be completed within the agreed training period, without the trainee being at fault, the minimum wage for a skilled worker in this sector will be paid for the extended period, cf. subsection 2.

B. TRAINEES, OVER 21 YEARS

If a trainee starts the practical training after reaching the age of 21, pay will be agreed in each individual case on the basis of the individual's previous employment and training. If the enterprise or trainee so wish, the pay can be agreed with the assistance of the parties.

C. TRAINEES, 25 YEARS OR OVER

Trainees who have reached the age of 25 at the start of the training will be paid according to the rates for unskilled workers, cf. subsection 4.

10. Pay, retail training programme step 2

Trainees who commence the retail training programme step 2 (retail manager), cf. section 1(5) of Executive Order no. 475 of 26/04/2019, are paid during the training according to the rate for skilled workers, cf. subsection 2.

11. Pay, students on short-cycle higher education programmes

Students on short-cycle higher education programmes are paid as follows during the placement period:

1 March 2020 DKK/month	1 March 2021 DKK/month	1 March 2022 DKK/month
15,548.00	15,812.00	16,081.00

Payment is rendered for the part of the training constituting the placement period. This is paid monthly. However, the enterprise and the student may agree that the total pay for the placement period at the enterprise, including rises enforced under the collective agreement, be distributed equally across the entire training period (placement and theory) and the same amount paid out each month regardless of any time spent at college.

12. Free-choice account

To address individual wishes for a choice between time off, pension or pay, the individual employee shall be given their own free-choice account.

DEPOSITS

5.0 per cent of the holiday entitlement pay shall be deposited in the free-choice account.

As of 1 March 2021, 6.0 per cent of the holiday entitlement pay shall be deposited in the free-choice account. As of 1 March 2022, 7.0 per cent of the holiday entitlement pay shall be deposited in the free-choice account.

EXTRA HOLIDAY DAYS AND PENSION

Transitional scheme

If the employee has accrued extra holiday entitlement as of 1 May 2020, the employee may choose, by means of written notification before 1 June 2020 to the enterprise, to convert one or more of the extra holiday days in the period 1 May 2020 to 31 August 2021 to a deposit in the free-choice account rather than taking them as holiday. For extra holiday days for the period from 1 May 2020 to 31 August 2021, a total of 6.67 extra holiday days, applies that one extra holiday day can be converted to 0.375 per cent of the pay entitled to a holiday in the period from 1 May 2020 to 31 August 2021. If all 6.67 extra holiday days are converted to a deposit in the free-choice account, 2.5 per cent will thus be paid on an ongoing basis in the period from 1 May 2020 to 31 August 2021.

The above paragraph about transitional scheme will be deleted as of 1 September 2020 and be replaced by the following paragraph:

Each year in May (from 2021), if the employee has accrued extra holiday entitlement as of 1 September, the employee may choose, by means of written notification to the enterprise, to convert one or more of the extra holiday days in the next holiday year to a deposit in the free-choice account rather than taking them as holiday. An extra holiday day can be converted to 0.5 per cent of the holiday entitlement pay. If all five extra holiday days are converted to a deposit in the free-choice account, 2.5 per cent will thus be paid on an ongoing basis within the holiday year.

All savings deposits placed in the free-choice account include holiday pay as well as holiday allowance for the deposit even though they are paid as wages.

Employees who are entitled to an occupational pension under the rules of the collective agreement when making their decision can inform the enterprise each year in May (from 2021) that all or part of the savings deposit to the free-choice account is to be paid into the pension scheme in the next holiday year (1 September – 31 August). In 2020, the choice must be made on 1 June at the latest and will apply to the period from 1 May 2020 to 31 August 2021.

The enterprise may set minimum limits for the deposit of monthly pension contributions of DKK 75. If the amount per month is less than this minimum contribution, the enterprise may decide to combine the contributions for two months.

The deposit of extra pension contributions does not trigger an employer's contribution for the deposit.

PAYOUT

Employees can opt to have an amount from their free-choice account paid out via their wage payment by way of time off, e.g. holiday, extra holiday days, time off for dependants or days off and children's second full day of illness under the collective agreement, but no more than twice a year.

From 1 May 2020, the above also applies to doctor visits in connection with children's illness.

The employee must notify the enterprise when a payout transaction is to be made from the account. Notice shall be given no later than the 10th of the month in which the payout is to take place. The employee decides the size of the payout, but amounts larger than the current balance cannot be paid out.

For employees who take days off for senior employees in accordance with the rules on this, cf. Agreement on retirement scheme, the balance on the free-choice account will be reduced by the wages paid out plus any holiday allowance/holiday pay.

ONGOING PAYOUT OPTION

If the employee does not have the entire free-choice account at their disposal in connection with their free choice before 1 June, cf. the above, the enterprise can pay the remaining contribution as an ongoing payment together with the employee's wages. It is a condition for the payout that the enterprise is able to document that the employee has been asked to make a choice.

The parties to the collective agreement encourage the enterprises to take steps to inform the employees about the possibilities of the free-choice account, and the parties to the collective agreement will prepare information material to support this practice.

The enterprise can conclude a local agreement with the local trade union representative about ongoing contributions together with the pay of up to the entire contribution into the free-choice account, cf. section 2(12), 2. paragraph ("CONTRIBUTIONS"). If there is no local trade union representative, the local agreement is concluded with the local HK branch. For groups and chains, an agreement can only be concluded with HK HANDEL.

The enterprise cannot set down separate terms and conditions of employment for ongoing payout.

SURPLUS SAVING WITH THE FREE-CHOICE ACCOUNT

If there is a surplus in the free-choice account at the end of the holiday period (in 2002: the end of the holiday year), the amount is carried over to the next holiday period for payment then.

If the employee leaves, the free-choice account will be closed and any surplus paid together with the last wage payment from the enterprise.

13. Pay systems (bonus, commission, performance-related pay, etc.)

- A.** With a view to strengthening the individual enterprise's competitiveness and development, the parties agree to recommend that local agreements be put in place to carry out trials of or to introduce types of pay that improve competition so that both the enterprise and the employees' benefit.
- B.** Such types or systems of pay may be based on e.g. performance appraisals in accordance with bonus, commission or extra performance principles, position and/or personal assessment, and/or qualification factors such as training, responsibility, length of service, vocational studies and flexibility.

- C. If the enterprise or relevant group of employees wishes to introduce such pay systems, local negotiations on this matter will take place. If the enterprise or employees so wish, the necessary assistance may be obtained from the parties.
- D. The parties have agreed that it is appropriate to recommend that trials of new pay systems be initiated according to the guidelines set out below:

When making a decision on the development and introduction of a pay system, a pay system committee should be appointed. Where there are trade union representatives, it is standard practice for them to be involved. The committee shall organise its own way of working. Where it may be relevant for the committee's work, the necessary training can be organised.

It is recommended that a pay system be based on transparent and open principles. A pay system shall be fit for purpose, simple to introduce and easy to administer and adapt to changed circumstances, including rules for termination. Job assessment, personal qualifications, training, performance-related pay, bonus, etc. may be included as elements in the pay system.

14. Deferred payment of wages

It should be possible to defer payment for overtime work and extra work, payment of shift allowance and payment of any other variable wage components from a given date in a month to the same date in the next month, but no earlier than from the 15th day of a month for payment at the end of the next month.

With regard to part-time employees hired to work no more than 15 hours a week on average, including employees with variable working hours, it should also be possible to defer payment of the employee's wages as set out above.

15. Wage calculation for incomplete months

- A. When the pay for individual days is calculated for someone who joined or left the enterprise part of the way through a month, this is calculated as the full-time monthly pay divided by 160.33 and then multiplied by the effective working hours when the person concerned is due to be working. The aforementioned payment is also made for weekday holidays where these fall on the employee's normal working days.
- B. The same applies to absences due to holiday for which pay/holiday pay has not been accrued, and also for unpaid days off.

16. Subscription deduction

According to the local agreement, the enterprise can deduct subscription fees for HK from the pay of unionised employees and forward these to HK.

Section 3. Middle managers

- 1. This provision covers middle managers who have special responsibility in the shop without being covered by section 12(2), point c, paragraph 2 of the collective agreement.
- 2. Middle managers are dealt with in accordance with sections 1, 3 and 4 of the Salaried Employees' Collective Agreement for Trade, Knowledge and Service between Dansk Erhverv Arbejdsgiver and HK HANDEL and HK/Privat. These provisions can be found in the Agreement on the understanding of the Agreement on middle managers, page 76.
- 3. Middle managers can be hired in accordance with the rules set out below:
In shops with at least four employees covered by the collective agreement, one of these can be appointed as a middle manager. In addition to this, a further middle manager may be appointed in shops with at least 12 employees.

Another middle manager may subsequently be appointed for each additional nine employees in the shop. However, it is always possible to appoint a middle manager where there is neither a shop manager outside the collective agreement nor an owner who works in the shop to any significant extent.

The number of employees is calculated to be equivalent to the number of full-time employees in the shop according to the basic calculation data for ATP pension contributions valid as of 1 March 2004:

- Employees working at least 117 hours per month are included in full
 - Employees working less than 117 hours – but at least 78 – per month are included using a factor of 2/3
 - Employees working less than 78 hours – but at least 39 – per month are included using a factor of 1/3
 - Employees working less than 39 hours per month are not included
4. Where there are special circumstances, middle managers can be appointed to a greater extent than that stated in subsection 3. This is subject to agreement with HK HANDEL. Such agreements may also include an entire group of enterprises.
 5. An agreement on appointment as a middle manager is entered into between the middle manager and the enterprise.
 6. Existing employees whose employment conditions change under this provision retain the length of service that they have accrued at the shop. The same applies where an employee who was employed as a middle manager switches to general conditions.

Employees already in place on 1 March 2004 cannot be ordered to take on the role of middle manager without an agreement to this effect.
 7. The parties recommend that middle managers participate in relevant continuing vocational training, e.g. basic or advanced management training.

Section 4. Pension

1. Pension rates

A contribution of 11.5 per cent of the pay-as-you-earn wages will be collected, cf. subsection 2. Of this figure, the enterprise's contribution is 7.7 per cent and the employee's contribution is 3.8 per cent.

2. Basis for calculation

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

- Pay from employer during adult education
- Holiday pay for monthly-paid workers and those similar to salaried workers
- Holiday pay for hourly-paid workers
- Shift allowance
- Free-choice account
- Bonuses (although not birthday or anniversary bonuses etc.)
- Pay during pregnancy leave
- Monthly pay (including personal supplements)
- Profit sharing, paid in cash
- Extra work and overtime work
- Performance-related pay, commission and bonus
- Sick pay paid by the employer
- Sickness holiday pay
- Hourly pay
- Holiday allowance

It is agreed that as of 1 March 2012, pay-as-you-earn wages shall be considered the same as those earned by salaried workers in the industry.

3. Conditions for entitlement to a pension

All employees shall have a pension scheme in place once the following conditions have been met:

- The scheme covers employees who have reached the age of 20, but not trainees. However, trainees in the retail training programme step 2 (retail manager), cf. section 1(5) in Executive Order no. 475 of 26/04/2019, who have reached the age of 20 on 1 July 2020, are entitled to pension.
- The employee must have been employed continuously for three months at one or more enterprises covered by the collective agreement. This length of service requirement is set aside in cases where the employee was already covered by an occupational pension scheme based on a collective agreement when they were hired.
- For employees who fulfil the aforementioned conditions, it is also the case that other conditions agreed between the parties 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 goes to the 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 enterprise's pension contributions go to an annuity/early retirement pension without insurance elements. The enterprise and the employee may enter into an agreement on the enterprise's contribution being paid out as an allowance that does not give entitlement to holiday and which is paid out together with the holiday allowance stipulated in the Danish Holiday Act. When the employee leaves, this will be paid together with the final wage payment. If it has been agreed between the enterprise and the employee that the enterprise's contribution is to be paid together with the holiday allowance, the enterprise may instead from 1 May 2020 opt to pay the enterprise's pension contribution on an ongoing basis together with the pay as an allowance that does not give entitlement to holiday.

Note:

If the Danish Parliament should accommodate the requirements of the parties to finance pension to trainees, who have reached the age of 25 at the beginning of the training, the collective agreement is amended in accordance with agreement between the parties to this effect. The amended text will then appear from the wording of the collective agreements on the websites of the organisations.

Change as of 1 May 2020

For employees who reach the retirement age on 1 May 2020 or later, the following applies: If the employee is still employed after having reached the retirement age, the employee must choose in advance if accrued pension contributions are to continue (if this is possible), or if the pension contribution is to be paid on an ongoing basis as a supplement not entitled to holiday. The insurance cover will cease when the employee reaches the retirement age. If the employee does not make a choice, the enterprise will continue to pay contributions to the pension scheme.

Employees who have reached the age of 60 and are not already covered by a pension scheme will not be enrolled in an occupational pension scheme. The enterprise's pension contribution shall be paid to these employees together with their holiday allowance. From 1 May 2020, the enterprise may choose to pay the enterprise's pension contributions on an ongoing basis together with the pay as a supplement that is not entitled to holiday.

4. Change of pension provider

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

Pension for salaried employees – PFA Pension
Sundkrogsgade 4
DK-2100 Copenhagen Ø
Tel.: +45 3917 5000

Enterprises covered by the collective agreement that wish to change their pension provider are permitted to do so. However, this does not apply to enterprises which have previously had pension agreements with FunktionærPension, or which are otherwise covered by the FunktionærPension portfolio in Pension for salaried employees – PFA Pension. Ultimately, enterprise which have already entered into a pension scheme before entering into the collective agreement, and which will therefore be covered by the Pension for salaried employees on entering into the collective agreement, cannot change pension provider unless the parties come to an agreement on this.

The following conditions shall be met when there is a change of pension provider:

- A ballot on the change of pension provider shall be held among the employees at the enterprise who are entitled to a pension. The enterprise will inform the employees of the details and consequences of any change. If a majority of the votes cast are in favour of a change in provider, then this can take place.
- The conditions set out in the collective agreement for a change of provider must be met.
- The transfer of the employees' deposits in conjunction with a change must take place at no cost to the employees. No deductions may therefore be made from the deposits by either the ceding enterprise or the receiving enterprise.
- Please refer to the guidance on change of pension provider, page 61.

Please also refer to the Agreement on pension schemes, page 84, and the free-choice account, cf. section 2(12).

5. Insurance – trainees

Trainees who are not already covered by an employer contribution pension or insurance scheme are entitled to the following insurance benefits:

- a. Disability pension
- b. Disability lump sum
- c. Critical illness insurance
- d. Death lump sum

The scheme is placed with a pension or insurance company of the enterprise's choice, just as Dansk Erhverv Arbejdsgiver is entitled to set up something akin to a group life insurance scheme.

The costs of the scheme are covered by the enterprise.

If the employee transfers to another employer's contribution pension scheme, the enterprise's obligation under this provision comes to an end.

The insurance sums come to the following amounts:

- Disability pension of DKK 60,000 per annum
- Disability lump sum of DKK 100,000
- Critical illness insurance cover of DKK 100,000
- Death lump sum of DKK 300,000

Section 5. Absence

1. Holiday

- A. The Danish Holiday Act applies.
- B. Where there is no complete shutdown for the holidays, the enterprise shall find out no later than 1 April which dates the individual employee wishes to take as their main holiday, e.g. by handing out holiday lists.
- C. Please refer to the Agreement on holidays for information on the possibility of transferring holiday from one holiday year to another, page 67.

As of 1 September 2020, the above paragraph is replaced by: Please refer to the Agreement on holidays, page 67, for information on the possibility of transferring holiday from one holiday period to another.

- D. The enterprise may use the holiday guarantee scheme of the collective agreement instead of the holiday card system. Dansk Erhverv Arbejdsgiver guarantees that the money will be in place.

Please also refer to the Agreement on holidays, page 46.

2. Extra days off

2.1 EXTRA HOLIDAY DAYS UNTIL 1 MAY 2020

- A. Employees who have been continuously employed in the enterprise for nine months are entitled to five extra holiday days.
- B. The extra holiday days are converted to and taken as hours within the holiday year.
- C. The extra holiday days are paid in the same way as absence due to illness.
- D. The extra holiday days are allocated in accordance with the same rules as outstanding holiday, cf. the Danish Holiday Act. However, notice to take extra holiday days during a notice period cannot be given following the enterprise's dismissal of the employee. Illness prior to a planned extra holiday day does not entitle to a replacement holiday day.
- E. If the extra holiday days are not taken before the end of the holiday year, the employee may, within three weeks of the end of the holiday year, claim for compensation equivalent to sick pay for every extra holiday day not taken. The compensation will be paid together with the wages for June at the latest.
- F. No holiday pay and holiday allowance of pay during extra holiday days or compensation for these will be paid, and pension will not be allowed of the compensation amount.
- G. Regardless of any job change, no more than five extra holiday days can be taken in each holiday year.
- H. When someone leaves, the enterprise must provide a written record of how many extra holiday days/extra holiday hours the employee is due. The employee who has left may claim compensation for extra holiday days not taken in the period from 1 May to 30 September.

Please also refer to the free-choice account, cf. section 2(12).

2.2. EXTRA HOLIDAY DAYS TRANSITIONAL RULES

With effect from 1 May 2020, the following applies:

- A. On 1 May 2020, employees, who have been continuously employed in the enterprise for nine months, are entitled to 6.67 extra holiday days to be taken in the period from 1 May 2020 to 31 December 2021. Employees, who reach nine months' service in the period from 1 May to 31 August 2020, are entitled to 6.67 extra holiday days at the time when this length of service is reached.

Employees, who reach nine months' service in the period from 1 September to 31 August 2021, are entitled to 5 extra holiday days at the time when this length of service is reached.

- B. The extra holiday days are converted to and taken as hours in the period from 1 May 2020 to 31 December 2021.
- C. The extra holiday days are paid in the same way as absence due to illness.
- D. Extra holiday days are allocated in accordance with the same rules as outstanding holiday, cf. the Danish Holiday Act. However, notice to take extra holiday days during a notice period cannot be given following the

enterprise's dismissal of the employee. Illness prior to a planned extra holiday day does not entitle to a replacement holiday day.

- E. If the extra holiday days are not taken before 31 December 2021, the employee may, within three weeks, claim for compensation equivalent to sick pay for every extra holiday day not taken. The compensation will be paid together with the wages for February at the latest.
- F. No holiday pay and holiday allowance of pay during extra holiday days or compensation for these will be paid, and pension will not be allowed of the compensation amount.
- G. Regardless of any job change, no more than 6.67 extra holiday days can be taken from the allocation on 1 May 2020 in the period from 1 May 2020 to 31 December 2021.
- H. When someone leaves, the enterprise must provide a written record of how many extra holiday days/extra holiday hours the employee is due. The employee who has left may claim compensation for extra holiday days not taken in the period from 1 January 2022 to 31 May 2022.

Please also refer to the free-choice account, cf. section 2(12).

2.3. EXTRA HOLIDAY DAYS

With effect from 1 September 2021, the following applies:

The employee is entitled to 5 extra holiday days within a holiday year.

The following applies to the right to take the extra holiday days:

- A. Employees are entitled to 5 extra holiday days from the time when the employee has been continuously employed in the enterprise for nine months.
- B. The extra holiday days are converted to and taken as hours within the holiday period.
- C. The extra holiday days are paid in the same way as absence due to illness.
- D. Extra holiday days are allocated in accordance with the same rules as outstanding holiday, cf. the Danish Holiday Act. However, notice to take extra holiday days during a notice period cannot be given following the enterprise's dismissal of the employee. Illness prior to a planned extra holiday day does not entitle to a replacement holiday day.
- E. If the extra holiday days are not taken before the end of the holiday period, the employee may, within three weeks hereafter, claim for compensation equivalent to sick pay for every extra holiday day not taken. The compensation will be paid together with the wages for February at the latest.
- F. No holiday pay and holiday allowance of pay during extra holiday days or compensation for these will be paid, and pension will not be allowed of the compensation amount.
- G. Regardless of any job change, no more than five extra holiday days can be taken in each holiday period in relation to the allocated extra holiday days.
- H. When someone leaves, the enterprise must provide a written record of how many extra holiday days/extra holiday hours the employee is due. The employee who has left may claim compensation for extra holiday days not taken in the period from 1 January to 31 May after the end of the holiday period.

Please also refer to the free-choice account, cf. section 2(12).

3. Illness

- A. The enterprise must be informed of illness as soon as possible.

- B. The enterprise may request documentation of illness in the form of either a doctor's note or a solemn declaration. The enterprise will pay for the doctor's note in accordance with the applicable rules.
- C. However, a doctor's note may only be issued for illness lasting more than three days. A doctor's note may also be requested for frequent absences lasting one or two days.

4. Childbirth (pregnancy, adoption and leave)

- A. Please refer to the applicable legislation.
- B. The enterprise will pay maternity pay from four weeks before the expected date of delivery ((pregnancy leave) until 14 weeks after the birth (maternity leave) to employees who on their expected date of delivery have completed nine months' service. An employee who gives birth at a later date than expected by the doctor/midwife is thus only entitled to pay during pregnancy leave for up to four weeks.

Adoptive parents who have completed nine months' service when they take custody of the child shall be paid wages for 14 weeks from the day on which the child enters their custody (parental leave).

The pay corresponds to the wages that the individual would have received during this period. The amount includes the maximum rate of state benefit laid down in legislation.

Under the same conditions, benefits are paid during paternity leave for up to two weeks.

- C. The enterprise pays full pay for parental leave of up to 13 weeks.

Of these 13 weeks, each of the parents is entitled to take five weeks.

If the leave of absence reserved for the individual parent is not taken, the payment will not be made.

The payment for the remaining three weeks is made to the nominated parent.

The 13 weeks must be taken within 52 weeks of the birth.

Unless otherwise agreed, the employee shall give three weeks' notice out of consideration for the payroll department when they wish to take their paid leave. As a result of this, there is no change of the notice rules set out in section 15 of the Danish Parental Leave Act.

The leave of each of the parents can be divided into a maximum of two periods, unless otherwise agreed.

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

- D. As of 1 July 2020, the enterprise pays full pay for parental leave of up to 16 weeks. The change applies to employees with children where the parental leave is beginning on 1 July 2020 or later.

Of these 16 weeks, the parent who has taken the up to 14 weeks of parental leave is entitled to take 5 weeks and the other parent is entitled to take 8 weeks.

If the leave of absence reserved for the individual parent is not taken, the payment will not be made.

The payment for the remaining three weeks is made to the nominated parent.

The 16 weeks must be taken within 52 weeks of the birth.

Unless otherwise agreed, the employee must give three weeks' notice out of consideration for the payroll department when they wish to take their paid leave. As a result of this, there is no change of the notice rules set out in section 15 of the Danish Parental Leave Act.

The leave of each of the parents can be divided into a maximum of two periods, unless otherwise agreed.

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

E.

Note that if the rate of state benefit is reduced, the wages paid must be adjusted accordingly.

<i>Leave periods:</i>	<i>Pay commitment:</i>
Pregnancy leave	4 weeks with full pay
Maternity leave	14 weeks with full pay
Paternity leave	2 weeks with full pay
Parental leave no later than week 52	13 weeks with full pay. Of these 13 weeks, each of the parents is entitled to payment for five weeks. If the leave of absence reserved for the individual parent is not taken, the payment is not made. The payment for the remaining three weeks is made to the nominated parent.

For parental leave beginning on 1 July 2020 or later, the following applies:

<i>Leave periods:</i>	<i>Pay commitment:</i>
Pregnancy leave	4 weeks with full pay
Maternity leave	14 weeks with full pay
Paternity leave	2 weeks with full pay
Parental leave no later than week 52	16 weeks with full pay. Of these 16 weeks, the parent who has taken the up to 14 weeks of parental leave is entitled to 5 weeks and the other parent is entitled to 8 weeks. If the leave of absence reserved for the individual parent is not taken, the payment will not be made. The payment for the remaining three weeks is made to the nominated parent.

F. During the 14 weeks of maternity leave, an extra pension contribution will be paid for employees with nine months' service on the expected date of delivery:

The pension contribution consists of:

	Employer's contribution DKK/month	Employee's contribution DKK/month	Total contribution DKK/month
From 1 July 2014	1,360.00	680.00	2,040.00

A pro rata contribution will be paid for part-time employees.

5. Children's illness

- A. Employees with at least six months' service with the enterprise are entitled to time off with pay when the time off is necessary to take care of the employee's sick child at home or children under the age of 14.
- B. Time off is only given to one of the child's parents, only until another childcare solution can be arranged, and can extend no longer than the child's first day of illness. If the child falls ill during the course of the employee's work day, and the employee must leave work as a result of this, there is also an entitlement to time off with pay for the remaining working hours on the day in question. The enterprise may request documentation, e.g. in the form of a solemn declaration.
- C. If the child is still ill after the first full day of illness, the employee is entitled to one further day off. This day off is taken without pay but the employee may be paid an amount from his or her free-choice account, cf. section 2(12).

6. Children's admission to hospital

- A. Time off is granted to employees who have been continuously employed with the enterprise for nine months when it is necessary for the employee to stay in hospital together with a child under the age of 14.
- B. Time off is granted to employees who have been continuously employed with the enterprise for nine months when it is necessary for the employee to stay in hospital, including when the admission takes place partially or entirely at home. The rule applies to children under the age of 14.
- C. This time off applies only to one parent, and the total maximum entitlement to time off is one week per child within a 12-month period.
- D. The employee shall produce documentation of the hospital stay when requested to do so.
- E. Full pay is paid, up to max. DKK 130.00 per hour.
- F. If the employee is entitled to state benefit, the enterprise takes over this entitlement.

7.1. TIME OFF FOR DEPENDANTS UNTIL 1 MAY 2020

- A. Employees with at least nine months' service are entitled to take two days off for dependants per holiday year. The employee can take a maximum of two days off for dependants per holiday year, regardless of how many children the employee has. The rule applies to children under the age of 14.
- B. The days are taken as agreed between the enterprise and the employee in respect of the needs of the enterprise.
- C. Time off for dependants are taken without pay but the employee may be paid an amount from his or her free-choice account, cf. section 2(12).

7.2. TIME OFF FOR DEPENDANTS TRANSITIONAL RULES

With effect from 1 May 2020, the following applies:

- A. As of 1 May, employees with at least nine months' service and who are entitled to take child's first day of illness are allocated 2.66 days off for dependants to be taken in the period from 1 May 2020 to 31 August 2021. The employee can take a maximum of 2.66 days off for dependants for the period, regardless of how many children the employee has. The rule applies to children under the age of 14.
- B. The days are taken as agreed between the enterprise and the employee in respect of the needs of the enterprise.
- C. Time off for dependants is taken without pay but the employee may be paid an amount from his or her free-choice account, cf. section 2(12).

7.3. TIME OFF FOR DEPENDANTS

With effect from 1 September 2021, the following applies:

- A. Employees with at least nine months' service and who are entitled to take child's first day of illness are entitled to take two days off for dependants per holiday period. The employee can take a maximum of two days off for dependants per holiday period, regardless of how many children the employee has. The rule applies to children under the age of 14.
- B. The days are taken as agreed between the enterprise and the employee in respect of the needs of the enterprise.
- C. Time off for dependants is taken without pay but the employee may be paid an amount from his or her free-choice account, cf. section 2(12).

8. Time off for children's doctor visits

- A. With effect from 1 May 2020, the following applies:

Employees with at least nine months' service and who are entitled to take child's first day of illness are entitled to time off in connection with doctor visits with the child.

- B. Employees who wish to take time off for doctor visits must inform the enterprise hereof as quickly as possible.
- C. Time off for doctor visits is taken without pay but the employee may be paid an amount from his or her free-choice account, cf. section 2(12).

9. Time off due to force majeure

- A. Under the EU Parental Leave Directive, 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. This provision does not affect the application of other rules on absence with pay.

Section 6. Trainees

For details of pay rates for trainees, please refer to section 2(9) and (10).

1. Trainees

A. SCOPE

This provision applies to trainees covered by the Executive Order on Retail Training Programmes and trainees enrolled in individual vocational training within the scope of the collective agreement, cf. the Danish Act on Vocational Training.

B. FORMAL REQUIREMENTS

The training agreement shall be signed by the enterprise and the trainee. This must be submitted to the vocational college, where it should be registered before the training programme can begin.

The training agreement is only valid if the enterprise is approved as a training centre for the relevant training area.

If the trainee is under the age of 18, the agreement must also be signed by their guardian(s).

The training agreement and associated training rules, notification forms and college enrolment form can be obtained from the local vocational college.

The length of the placement is set out in the Executive Order on Retail Training Programmes.

No later than at the end of the probationary period, the enterprise's training manager should draw up a written training plan as agreed with the trainee in accordance with the goals of the placement.

C. PROBATIONARY PERIOD

The probationary period for trainees is three months, cf. the Danish Act on Vocational Training.

Any time spent at college is not included in the probationary period, which is extended accordingly, and the trainee should be notified in writing of the new last day of the probationary period as soon as possible.

D. ILLNESS, PREGNANCY AND CHILDBIRTH

Please refer to the applicable legislation and to section 5 of the collective agreement.

E. HOLIDAY AFTER COMPLETED TRAINING

Should the trainee remain with the enterprise after completing the training, holiday will be paid with the relevant wage.

F. OCCUPATIONAL INJURIES

Trainees are covered by the enterprise's occupational injury insurance throughout the training period, for both the practical and theory parts.

G. WORKING HOURS – TRAINEES

The working hours for trainees under the age of 18 are governed by the Danish Working Environment Act.

Trainees may take on any overtime work, but this may not exceed the average overtime performed by other employees doing the same job at the enterprise.

The teaching time and associated travel time within normal working hours are not included in the working hours.

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

H. TRAVEL – TRAINEES

The trainee is entitled to reimbursement for travel expenses incurred in connection with the time spent at college when the total distance there and back is at least 20 km per day.

The trainee shall use public transport wherever possible. If this leads to unreasonable inconvenience for the trainee, their own means of transport can be used.

When public transport is used, the actual expenses incurred will be reimbursed. Travel shall be undertaken in the cheapest and most suitable way and where possible a season ticket, discount card, etc. must be used.

If own transport is used, a mileage allowance will be paid in accordance with the rules of the Danish Ministry of Education when the total distance to and from college is 20 km or more.

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

The enterprise will always pay for the trainee's transport if the enterprise, in agreement with the trainee, chooses another college than the one located closest to the workplace and the travel distance does not exceed 20 km.

Rules issued by the Employers' Training Contribution Scheme apply otherwise.

I. REIMBURSEMENT OF EXPENDITURE ASSOCIATED WITH COURSES

The enterprise will reimburse the trainee for expenditure associated with course materials up to DKK 600.00 for the entire training course and for expenditure associated with the final examination.

If a trainee travels to college under the rules of the Danish Act on Vocational Training on free choice of college, the trainee's expenses for this will be paid by the enterprise.

Where the trainee attends a residential business college, the enterprise will pay the fees charged by the college for board and lodging according to the current rules set by the Danish Ministry of Education.

J. PLACEMENT ABROAD – TRAINEES

Trainees on placement abroad are covered by the Danish Act on Vocational Training.

The Danish enterprise pays the difference between the placement wage abroad and the Danish trainee wage under this collective agreement.

The Danish enterprise will pay for any relocation and travel required for placement abroad.

K. SELF-SELECTED TRAINING

After six months' employment in the same enterprise (incl. any time spent at college), trainees are entitled to apply for a grant from the HK Handel Skills Development Fund. Grants are awarded for participation in training outside working hours to the same extent and under the same conditions as other employees covered by the collective agreement. Trainees are not considered to be under notice of termination, even if the training agreement has a fixed term.

L. TRAINING OFFICERS

During the practical training period there shall be one or more skilled workers, or people with equivalent qualifications, linked to the trainee in the capacity of training officer. This training officer will make sure that the trainee is trained in accordance with the rules for the placement and the trainee's training plan.

It is recommended that the training officer have the requisite qualifications for supervising the training of trainees. These can, if necessary, be gained by attending the coaching course or similar courses designed by the parties.

M. DISPUTES

Attempts are made to resolve disputes between trainees and the enterprise through negotiation with the assistance of the parties before any complaint is lodged with the Dispute Board.

N. LENGTH OF SERVICE

Should trainees remain at the enterprise once training is complete, length of service will be calculated from the date on which training started in the event of notice of termination at later date.

O. OTHER

For all other information, please refer to the Executive Orders on Education and Training and the other provisions of the collective agreement.

For pay rates for trainees on short-cycle higher education programmes, please refer to section 2(11).

2. Students on short-cycle higher education programmes

A. SCOPE

The provisions laid down in this section apply to students covered by the Danish Executive Order on Short-Cycle Higher Education Programmes at Business Colleges.

B. TERMS AND CONDITIONS OF EMPLOYMENT

An employment contract will be issued for the practical training of the students. In addition to the terms and conditions of employment, this contract will describe what the practical part of the training involves.

The terms and conditions of employment are covered by general employment legislation, including the provisions of the Danish Salaried Employees Act and the Danish Holiday Act. The general provisions of the collective agreement regarding working hours, overtime and pension apply otherwise.

Section 7. Training

1. Continuing training

A. SKILLS DEVELOPMENT

Employees are entitled to and liable for skills development adapted to the conditions of each individual enterprise in order to increase competitiveness and development opportunities for the enterprises and employees.

With a view to enhancing the skills found throughout the enterprise and also the employees' vocational, general and personal development, it is recommended that the enterprise and the employees work systematically on both formal training and skills development at the workplace, not only through daily work, access courses and new methods of organising work, but also through continuing vocational training activities. This includes giving the employee a reasonable opportunity to update their training.

Both the enterprise and the employee are encouraged to take joint responsibility for promoting skills development with a view to matching the enterprise's skills requirements and the employee's potential for meeting current and future job requirements.

To the extent that the employee and the enterprise agree on the matter, participation in long-cycle continuing vocational training programmes is recommended. In situations such as these, the parties recommend that the enterprises consider whether agency staff should be hired.

B. PLANNING OF SKILLS DEVELOPMENT

The parties recommend that employee development be planned in conjunction with regular staff appraisals.

It is a good idea to plan and hold staff appraisals using www.samtalens123.dk, a tool developed by the parties under the auspices of the Training and Cooperation Fund for the Retail Area.

The parties recommend that an Individual Skills Assessment (ISA) be performed at a vocational college as preparation for a staff appraisal for unskilled workers with more than four years' service in the retail trade.

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

The employee may have their participation in internal courses and other qualifying activities recorded officially.

The enterprise's consultation committee can discuss frameworks and principles for training and development. Such frameworks and principles should also be established at enterprises without a consultation committee; this may take the form of e.g. appointing a training committee.

C. SECTOR OR ENTERPRISE-RELATED CONTINUING VOCATIONAL TRAINING

If the employee attends sector and enterprise-related continuing vocational training, the employee is entitled to one unpaid week of time off work per year, allowing for the needs of the enterprise, once the employee has been in continuous employment at the same enterprise for at least six months.

If the employee has been in continuous employment at the same enterprise for two years, the enterprise will pay course fees, transport and any lost wages to the extent that public funding does not cover the costs of relevant continuing vocational training courses recognised by the parties to the collective agreement.

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

Where an employee attends recognised continuing training with compensation of lost wages outside of normal working hours, the training time will be included as working hours provided that the training is agreed in advance with the enterprise.

Where the employee attends continuing vocational training in their free time, the enterprise pays for any attendance fee and course materials, provided that this is agreed in advance with the enterprise.

If the employee attends training with flexible meeting arrangements, including e-learning agreed with the enterprise, it is recommended that when the agreement is reached it be determined whether and to what extent preparation and attendance should take place within working hours or free time.

D. SELF-SELECTED TRAINING

After nine months of employment, the individual employee is entitled to two weeks of time off per year – allocated with consideration for the needs of the enterprise – for continuing vocational training of relevance to employment within the scope of the Shop Workers' Collective Agreement, provided that there is a commitment for a grant for the training or for the enterprise.

Employees whose employment is terminated due to restructuring, cut backs, company closures or other circumstances on the part of the enterprise and who have at least six months' service with the enterprise 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 the HK Handel Skills Development Fund for up to two weeks.

(See note, page 40)

The employee is entitled to save the entitlement to time off for self-selected training for up to three years. However, the accumulated weeks may not be used if the employee is under notice of termination, unless the enterprise and the employee have agreed this or agreed otherwise. The oldest weeks must be taken first.

The opportunity to take long-cycle self-selected training courses is conditional on there being adequate resources in the skills development fund. The current rules also apply to enterprises that administer their own skills development fund resources, cf. section 5 in the Agreement on the Skills Development Fund, page 101. The accumulated entitlement to self-selected training cannot be carried over to another job.

The enterprise shall pay a sum equivalent to DKK 400.00 per year per full-time employee covered by the collective agreement in accordance with the detailed guidelines in the Agreement on the Skills Development Fund. For part-time employees, this amount shall be reduced pro rata.

Employees can apply to the HK Handel Skills Development Fund for a training grant. Grant cannot be given for training if the employee receives a full or partial wage.

Enterprises with training committees can set up a skills development fund at the enterprise in accordance with the detailed guidelines in the Agreement on the Skills Development Fund.

Note:

Course participation can be completed when the employee leaves if the Danish Parliament should accommodate the requirements of the parties for amendments to the legislation. The amended text will then appear from the wording of the collective agreements on the websites of the organisations.

E. VOCATIONAL QUALIFICATION

To ensure that employees in the retail sector have the necessary qualifications, thereby improving the competitiveness of the retail companies, the parties to the collective agreement encourage unskilled workers and their enterprises to draw up a training plan which leads to skills development training for the employee.

With a view to acquiring vocational training within the retail sector, the individual employee is entitled to five weeks of time off per year, within a three-year period, to attend the qualifying courses recognised by the parties, provided that:

- The employee is aged 25 or over.
- The employee has four years of professional service within the retail sector, two of which are at the present enterprise.
- The employee can gain qualifications equivalent to at least 3/4 of the practical part.
- The employee has a theoretical post-qualification requirement of no more than 15 weeks, e.g. achieved via an individual skills assessment procedure.
- The training will be agreed with the enterprise (both the practical and theoretical parts and the final examination).

During the period in which the employee works towards a vocational qualification, no other time off will be permitted for continuing vocational training.

2. Dansk Erhverv Arbejdsgiver and HK HANDEL Training and Cooperation Fund

A. The parties have set up a Training and Cooperation Fund for the Retail Area.

The purpose of the fund is:

- to promote and develop training and the training level within the retail area with a view to ensuring that the enterprises have a workforce with appropriate vocational qualifications;
- to develop and trial training programmes which do not yet exist in the traditional education system; and
- to finance remuneration for the trade union representatives.

Please also refer to the fund's statutes.

B. FINANCING

The enterprises must pay a sum equivalent to DKK 803.50 per year per full-time employee covered by the collective agreement. This amount shall be adjusted on 1 January 2023 to DKK 886.00. For part-time employees, this amount shall be reduced pro rata.

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

Contributions to the fund are paid to Dansk Erhverv Arbejdsgiver, which looks after these sums.

3. DA/LO Development Fund

DKK 0.45 per working hour completed will be paid by the enterprise to the DA/LO Development Fund. As of 1 January 2022, the amount will be raised to DKK 0.47 per working hour completed. The sum is collected in accordance with the decision of the umbrella organisations.

Section 8. Trade union representatives

1. Where can a trade union representative be elected?

A. AT LEAST SIX UNIONISED EMPLOYEES

At enterprises, and particularly in departments or branches in separate locations, unionised employees may elect from among themselves someone to be their trade union representative in meetings with the enterprise or its representative.

B. UP TO FIVE UNIONISED EMPLOYEES

At enterprises, and particularly in departments or branches in separate locations where five or fewer unionised employees are employed within the scope of the collective agreement; however, a trade union representative can only be elected if this is agreed locally, and this agreement may only lapse if this is also agreed.

C. AT LEAST 35 UNIONISED EMPLOYEES

At enterprises that employ 35 or more unionised employees within the scope of the collective agreement at every single workplace, a substitute trade union representative may be elected to serve during prolonged absences of the ordinary trade union representative due to illness, holiday, training, etc.

The substitute must meet the same conditions for election as the trade union representative. During their work as acting trade union representative, the substitute trade union representative is covered by the same rules of protection as those which apply to the ordinary trade union representative.

Please also refer to the Agreement on regional trade union representatives, page 66.

2. Election as trade union representative

A. The trade union representative and any substitute trade union representative, both of whom may be part-time employees, are elected from among the unionised, established and skilled employees who have been employed at the enterprise in question for at least a year; where a minimum number of five such employees does not exist, this number will be supplemented with the unionised employees who have worked there the longest. A trainee or employee under the age of 18 cannot be elected as a trade union representative.

However, a trade union representative who enters into a training agreement with the enterprise as an adult trainee after 1 May 2017 may continue to be a trade union representative. It is a prerequisite that the trade union representative, during any placement periods, works together with their electorate.

B. At an enterprise with branches or geographically separated departments, an employee can only be elected as the trade union representative for the location at which that individual is employed.

C. The election is not valid until it has been approved by HK HANDEL and Dansk Erhverv Arbejdsgiver is notified of this.

D. This notification shall take place as quickly as possible and no later than 14 days after the election.

E. Any objection from the enterprise's side to the election shall be received by the trade union no later than 14 days after receipt of the notification of the election.

F. As many as possible of those entitled to vote should take part in the election of the trade union representative.

- G. By virtue of its approval, HK HANDEL guarantees that all those entitled to vote will have the opportunity to take part in the election.
- H. The wage progression of the trade union representative may not be stopped as a result of their role as trade union representative.

3. Tasks of the trade union representative

- A. It is the trade union representative's duty with respect to both their colleagues and their trade union, as well as to the enterprise, to do their best to promote and maintain regular and good working conditions.
- B. When a case only concerns the personal circumstances of an individual employee or employees, the employee should discuss this directly with the management.
- C. In matters concerning pay and working conditions, the trade union representative may, when so desired, present complaints or requests to the management.
- D. Should the trade union representative not be satisfied with the enterprise's decision, the trade union representative may ask the trade union to handle the case, but it is the duty of the trade union representative and the employees to continue to work without interruption until another decision is reached by the trade union management.
- E. The execution of duties for which the trade union representative is responsible shall take place in such a way that it causes as little disturbance as possible to their work. If the trade 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.
- F. Where agreed with the management, the trade union representative shall be granted the time off necessary to attend relevant courses, to the extent permitted by the nature and scope of the work.

4. Remuneration of elected trade union representatives

- A. Trade union representatives elected in accordance with subsection 2 will receive an annual fee which is divided into four and then paid quarterly. The remuneration will be paid as compensation for the trade union representative taking on this role outside of their working hours.
- B. This remuneration is not pensionable and does not give entitlement to holiday pay.
- C. The electorate is determined when a new trade union representative is elected and then afterwards once a year at the end of August. When there is no longer a post for a trade union representative, the remuneration will no longer be paid.

D. The remuneration will be as follows:

Trade union representatives with an electorate of up to 49 people will receive an annual fee of DKK 9,000.

Trade union representatives with an electorate of 50 to 99 people will receive an annual fee of DKK 16,500.

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

Where an agreement on the pay/remuneration for the trade union representative is already in place, this will be offset against the aforementioned remuneration.

The remuneration shall be paid by the Dansk Erhverv Arbejdsgiver and HK HANDEL Training and Cooperation Fund for the Retail Area, cf. point a of section 7(2).

5. Access to IT and the Internet

If there is IT and Internet access at the trade union representative's workplace, the trade union representative shall have the access required to carry out their role.

6. Local trade union branches, notices

- A. If the unionised employees of an enterprise or department thereof form a local union branch, the trade union representative shall be the chair.
- B. To the extent that the work permits this, the management may, when requested to do so, grant permission for the time off necessary for members of the board of the local union to attend relevant courses.
- C. The local union branch may put up union notices to the members in a place accessible by the employees. This place shall be agreed with the management, which will also receive a copy of the notices put up.
- D. Where possible, the enterprise will make a room available for the local union branch's meetings.

7. Refresher training on termination of trade union representative duties

- A. An employee who ceases to be a trade union representative after having worked as such for a consecutive period of at least three years, and who continues to work for the enterprise, is entitled to a discussion with the enterprise on the needs of the employee for refresher training. This discussion will be held no later than within a month of the trade union representative duties ending and at the employee's request. As part of the discussion, it is clarified whether there is a need for refresher training, and how the training should take place.
- B. If agreement cannot be reached, the employee has the right to three weeks' refresher training. After six continuous years of trade union representative duties, the employee is entitled to six weeks' refresher training.
- C. The employee will participate in the refresher training without any deductions being made from their pay. It is a prerequisite that a statutory system of reimbursement of lost wages be provided for the training. The reimbursement of lost wages is the duty of the enterprise.

When providing refresher training, support can be granted from the HK Handel Skills Development Fund in accordance with the applicable rules on this. The skills development fund will set aside the means necessary for this. Weeks of self-selected training are not part of the refresher training.

8. Dismissal of a trade union representative

- A. Where an enterprise finds that there are compelling reasons to dismiss a trade union representative, cf. point b, the enterprise shall approach Dansk Erhverv Arbejdsgiver, which will then notify HK, which in turn can request an organisation meeting.

The organisation meeting shall in such cases be held no later than seven calendar days after notification.

Should the enterprise stand by this dismissal after the organisation meeting, the notice of termination will be considered to have been given when notification took place.

- B. The dismissal of a trade union representative shall be based on compelling reasons. It goes without saying that the mere fact of an employee acting as a trade union representative may never give rise to the individual being dismissed or their position being undermined.
- C. The terms and conditions of employment of the trade union representative cannot be suspended within the notice period or before HK HANDEL has had the opportunity to question the legitimacy of the dismissal via industrial dispute procedures, unless this has been agreed locally. Every effort should be made for the industrial dispute procedures to progress as quickly as possible so that the decision is made before the end of the notice period.

- D. However, these rules do not apply if the enterprise legitimately dismisses the trade union representative pursuant to section 4 of the Danish Salaried Employees Act.
- E. If the enterprise stands by its dismissal of the trade union representative after the dismissal is acknowledged to be illegitimate by the industrial dispute procedures, the enterprise 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 compensation cannot also be claimed under the rules on unfair dismissal.
- F. The question of the legitimacy of an trade union representative's dismissal and the amount of any compensation due to the trade union representative shall be determined by industrial arbitration.
- G. Should there be any special circumstances in the case which clearly indicate that anti-union behaviour has taken place, this question may be brought before the Danish Labour Court.
- H. If the trade union alleges that the dismissal of a trade union representative is unfair, a claim for compensation or reinstatement respectively may be lodged pursuant to section 4(3) of the Main Agreement. This question may, together with the question of whether there are compelling reasons for the dismissal, be dealt with as a single case in the event of industrial arbitration.
- I. A salaried employee, or an employee similar to a salaried worker, who ceases to be a trade union representative after having worked as such for at least one year, and who continues to be employed at the enterprise, is entitled to six weeks' notice of termination in addition to the employee's individual notice, if the employee is dismissed within one year of the end of the trade union representative duties.

Section 9. Disputes

1. Disputes

When handling disputes between the parties regarding the interpretation of the collective agreement, please refer to the "Standard rules for handling industrial disputes".

If an industrial dispute or dispute over legislation on employment and working conditions etc. cannot be resolved locally at the individual enterprise, the dispute can be negotiated with the assistance of the parties in accordance with the rules below, unless other rules are laid down in the collective agreement, in the main agreement or elsewhere.

Notice should be directed to the opposing party. This document should indicate the parties concerned and the circumstances of the dispute as well as the case handler concerned. The case shall be presented in such a way that it will be possible for any decision to be made on the basis of the information in the document.

2. Organisation meeting

Where the dispute cannot be resolved on the basis of existing information etc., either party may request that an organisation meeting be held. The time and place of this shall be agreed as quickly as possible and no later than 14 days after receipt of the request, since the meeting is to take place no later than four weeks after the agreement was made, unless there are holidays or special circumstances.

The organisation meeting shall be held at the enterprise unless otherwise agreed. Minutes of the organisation meeting are normally taken.

3. General questions

For questions of a general nature relating to the interpretation of the collective agreement, Dansk Erhverv Arbejdsgiver and HK HANDEL may request that a meeting be held immediately at Dansk Erhverv Arbejdsgiver's offices so the matter can be discussed between these parties. Such a meeting shall normally be held no later than four weeks after the request is made.

Disputes concerning the rules in this section, including compliance with the deadlines, shall be brought before the main committee.

4. Term

The current rules can be terminated by either party with three months' notice.

Section 10. Working Environment

Please refer to the provisions in the working environment legislation.

The parties agree that for keyboard work and work at cash registers in shops, sufficient rest time for muscles under strain shall be given at regular intervals.

At enterprises where there is no working environment organisation, the trade union representative elected pursuant to section 8 may direct requests or bring complaints to the enterprise which relate to working environment issues. Where there is a working environment organisation in place, requests or complaints shall be dealt with by the enterprise's working environment organisation.

Where agreed with the management, the working environment representative shall to the extent permitted by the nature and scope of the work be granted the time off necessary to attend relevant health and safety courses.

This time off is unpaid unless stated otherwise in the Danish Working Environment Act.

If there is IT and Internet access at the working environment representative's workplace, the working environment representative shall have the necessary access required to carry out their role.

The parties otherwise agree that cases relating to this section and the working environment legislation should be dealt with between the parties, if agreement cannot be reached locally.

The parties recommend that the changing relevant information, tools and guidelines about working environment in the trade associations for working environment are used and that the enterprises find information on the websites of the trade associations about this.

Section 11. Personal notice periods

1. Salaried employees

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

2. Non-salaried employees

A. NOTICE PERIODS

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

In the first three months following appointment, both sides can terminate the employment without notice, meaning that the employee leaves at the end of normal working hours on the day concerned.

From the employee's side:

- After three months of continuous employment: one month to the end of a month.

From the employer's side:

- After three months of continuous employment: one month to the end of a month.
- After two years of continuous employment: two months to the end of a month.

- After three years of continuous employment: three months to the end of a month.

B. SEVERANCE PAY

If an employee who has been continuously employed at the same enterprise for three, six or eight years is dismissed through no fault of their own, the enterprise must in connection with the employee's departure pay them one, two or three times a special severance pay amount of DKK 2,500.

There will be no severance pay if the employee on their departure has found another job, is receiving a pension or for other reasons is not receiving unemployment benefit. However, there will be severance pay if the employee is on family leave granted according to section 118 of the Danish Social Services Act and for this reason alone does not receive unemployment benefit. Finally, there will be no severance pay if the employee is in a role similar to that of a salaried employee or is already entitled to severance pay, an extended period of notice or similar terms that give better rights than the general rules on termination in the collective agreement.

If the employee's average weekly working hours are less than 37 hours, the amount will be calculated pro rata.

3. Time off in the event of termination

Employees whose employment is terminated due to restructuring, cut backs, company closures or other circumstances on the part of the enterprise are entitled to time off with pay of up to two hours as soon as possible following termination, allowing for the needs of the enterprise's operations, to receive guidance from an unemployment insurance fund/trade union.

4. Training in the event of termination

Employees whose employment is terminated due to restructuring, cutbacks, company closures or other circumstances on the part of the enterprise and who have at least six months' service with the enterprise are entitled to training in accordance with the rules in point d of section 7(1).

Section 12. Entry into force and termination of the collective agreement

1. 50 per cent rule

A. CONDITIONS

HK HANDEL may only enter into a collective agreement with members of Dansk Erhverv Arbejdsgiver through Dansk Erhverv Arbejdsgiver.

It is a condition that, at the time of presentation of the request, HK HANDEL members account for at least 50 per cent of those employed within the intended scope of the collective agreement.

Dansk Erhverv Arbejdsgiver shall not require the 50 per cent rule to be met in cases where an enterprise would like a collective agreement to be drawn up for its employees, provided that in the specific case it is otherwise reasonable for a collective agreement to be entered into.

A collective agreement request may be presented to individual departments if they, as a result of significant geographic separation or significant separation in terms of working conditions, can be considered to be independent departments.

The question of the demarcation of the individual workplace is determined in accordance with the practice hitherto applied to the closing of collective agreements.

Even if the above conditions for the creation of a collective agreement have not been met, HK HANDEL is authorised to negotiate on behalf of its members with enterprises that make arrangements breaching the fundamental principles of the collective agreement or that commit other similar breaches, e.g. by paying less than this collective agreement, and also where there are problems relating to the legislation on employment

and working conditions. The negotiations may, if one of the parties so wishes, take place with the assistance of the umbrella organisations.

Members of HK employed at the enterprise may also, by authorising a colleague (spokesperson) to represent them, allow this person, on behalf of the members, to request negotiations with the enterprise regarding the circumstances mentioned in the previous paragraph. The spokesperson shall be a member of HK and have been authorised by over half of the members within the scope of the collective agreement at the relevant enterprise, cf. section 12 of the collective agreement.

B. PROCEDURE

When presenting a collective agreement request, HK HANDEL shall inform Dansk Erhverv Arbejdsgiver of how many of the total number of employees within the area that the request concerns are members of HK HANDEL.

If there is a difference of opinion on the number of employees to be included in the calculation to determine whether the 50 per cent rule has been met, HK HANDEL and the enterprise must indicate to Dansk Erhverv Arbejdsgiver which employees are considered to fall within the scope of the collective agreement. If there is still a difference of opinion on whether HK HANDEL meets the conditions for creation of a collective agreement, HK HANDEL may present a request for negotiations between the organisations.

The timing of the negotiations shall be agreed within 14 days of the request being made.

If an agreement cannot be reached during these negotiations, the matter may be settled by industrial arbitration.

If HK HANDEL documents that the conditions for creation of a collective agreement have been met, the collective agreement shall enter into force on the first day of a month if the request is presented no later than the 15th day of a month. If the collective agreement request is presented after the 15th day of a month, the collective agreement shall enter into force on the first day of the following month.

In cases where an agreement is reached on special provisions pursuant to section 12(2), point a, paragraph 2, an agreement shall also be reached on the date of entry into force of the collective agreement.

2. Scope of the collective agreement

A. SCOPE OF COLLECTIVE AGREEMENT OR SPECIAL PROVISIONS

If HK HANDEL meets the conditions in subsection (1) enabling a request for a collective agreement to be made, the collective agreement will enter into force unless the individual enterprise is run in accordance with a concession granted by a public authority or under conditions which are comparable to this.

The parties can make a request for special provisions if an enterprise has working conditions or jobs which are not covered by the provisions of the collective agreement.

B. TRANSPOSITION OF COLLECTIVE AGREEMENTS TO THE SHOP WORKERS' COLLECTIVE AGREEMENT

1. An enterprise – including organisations and associations – that upon joining the Dansk Erhverv Arbejdsgiver has entered into a collective agreement with HK HANDEL will be included from the time of joining and without any specific termination of such collective agreement in the Shop Workers' Collective Agreement.
2. As soon as possible after the enterprise has joined the Dansk Erhverv Arbejdsgiver, negotiations about adjustments will be opened with the purpose of drafting local agreements – or special provisions, if necessary in connection with the inclusion of organisations and associations – in such a way that the existing collective agreement is not transposed in its entirety.
3. After the expiry of the period of the existing collective agreement, local agreements will be covered by sections 4 and 5.

4. Local agreements concluded pursuant to section 2 may, after the expiry of the collective agreement period in which they have been entered, be terminated by either party with two months' notice at the end of a month, unless otherwise agreed. In the event of termination of a local agreement, the terminating party has an obligation to provide for local negotiations, and if an agreement cannot be reached, to have the case discussed at a mediation meeting, if necessary at an organisation meeting. The parties are not released from the terminated local agreement, custom or regulation until these general rules have been observed, even if the date of expiry has been passed.
5. If the conclusion or termination of local agreements etc. results in changes in the employees' pay or working conditions, which according to the rules of the Danish Salaried Employees Act must be considered as material, the individual employee's notice of termination must be observed, unless otherwise agreed. If special notice periods have been determined in accordance with this collective agreement, the right to individual notice periods are superseded by these.
6. An enterprise – including organisations and associations – that upon joining the Dansk Erhverv Arbejdsgiver does not have a collective agreement with HK HANDEL in the area of the Shop Workers' Collective Agreement will be covered by the Shop Workers' Collective Agreement from the time of joining. If the enterprise does not have an agreement at the time of joining, it is a prerequisite that the conditions in section 12(1) (the 50 per cent rule) have been met.

C. SCOPE OF THE NATIONAL COLLECTIVE AGREEMENT

The terms and conditions laid down in this collective agreement apply to all employees within the sphere of activity that the collective agreement generally covers.

Salaried employees who occupy executive posts, or whose authority binds the enterprise to a large extent, or whose duties, owing to their very confidential nature, make them the employer's representatives, do not, however, fall within the scope of the collective agreement.

Retail employees employed exclusively to work in offices and warehouses are considered to be covered by the Salaried Employees' Collective Agreement for Trade, Knowledge and Service between Dansk Erhverv Arbejdsgiver and HK HANDEL / HK/Privat. In exceptional cases, but not in fixed work schedules, these employees may however provide relief cover in the shop.

If the planning and timing of the working hours follow the rules applicable to the enterprise's shop workers, it may be agreed that the Shop Workers' Collective Agreement applies.

3. Term of the collective agreement

The earliest that notice of termination of the collective agreement can be given is 1 March 2023. The notice period is three months, unless otherwise agreed between the umbrella organisations.

Copenhagen, February 2020

Dansk Erhverv Arbejdsgiver

HK HANDEL

Michael Kjær
Laurits Rønn

Per Tønnesen

Employment contracts

Agreement on employment contracts

Please refer to the current version of the Danish Act on the employer's obligation to inform workers of the conditions of employment (the Danish Employment Contract Act).

Pursuant to section 1(3) of the Danish Employment Contract Act, the parties have agreed the deviations from the Act which are set out below.

If the employment contract is not received by the employee on time, or if it contains errors, the enterprise can be ordered to pay a fine/compensation unless the error is excusable and does not have any specific import on the employment relationship.

Any complaints of breaches shall be reported to the enterprise. If the circumstance complained about has not been remedied within five working days, a written claim shall be lodged with Dansk Erhverv Arbejdsgiver without delay indicating exactly what the errors are. If errors in the employment contract are then remedied or the missing document is received within five working days of receipt of the claim at Dansk Erhverv Arbejdsgiver, the enterprise cannot be ordered to pay a fine/compensation unless there are systematic breaches of the provision on employment contracts.

In all cases, the employee must have received the aforementioned information on the employment relationship no later than 15 days after the claim is lodged. If this does not happen, the enterprise can be ordered to pay a fine/compensation.

Claims concerning whether the enterprise has met its obligation to provide information can be lodged in accordance with the rules on industrial disputes.

If an employee hired before 1 July 1993 would like an employment contract, cf. subsection (1), and the employee presents a request for such a document, the enterprise shall produce the proper information within two months of the request.

Working environment

Agreement on night work and health checks

NIGHT WORK

Night workers are employees who in the period from 23:00 to 06:00:

- a) Normally carry out at least three hours of their daily working hours during the night-time period or
- b) Perform night work for at least 300 hours within a period of 12 months

FREQUENCY

Employees shall be offered free health checks before they start employment as night workers.

The parties have also agreed that employees who are classified as night workers under this agreement shall be offered health checks at regular intervals not exceeding two years.

WHEN THE HEALTH CHECK WILL TAKE PLACE

The parties agree that, where the health check takes place outside the relevant employee's normal working hours, the employee will be compensated for this.

WHO PERFORMS THE HEALTH CHECK

The parties agree that the health check shall be carried out by a doctor with an understanding of the connection between night work and health problems.

REPORT TO THE SAFETY COMMITTEE AT LARGE ENTERPRISES

The parties consider it natural that the enterprise's safety committee should verify on its own initiative that the health check has been carried out in accordance with the rules.

Working Hours

Agreement on implementing the EU Working 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 HANDEL have agreed that the above Directive may be deemed to have been implemented in relation to employees covered both by the collective agreement and by the Directive, with the exception of the points below, for which the following is agreed:

1. The average weekly working hours within the retail area calculated over a 16-week period may not exceed 48 hours including overtime, cf. section 1 of the collective agreement.

The provision in the collective agreement on limiting overtime work remains in effect.

Where the daily working time exceeds six hours, employees are entitled to a total of 30 minutes in breaks during this time.

2. The night-time period is defined as the time from 23:00 to 06:00.

Night workers are defined as employees who normally carry out at least three hours of their daily working time during the night-time period or work at night for at least 300 hours within a 12-month period.

The normal average working hours for night workers, calculated over a 26-week period, may not exceed eight hours per 24-hour period on average. The weekly day off is not included in this calculation.

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

Night workers who suffer from health problems demonstrably attributable to the fact that they do night work shall be transferred where possible to daytime work that suits them.

3. Any disputes concerning the present agreement shall be finally decided by industrial arbitration, cf. section 9 of the collective agreement. It is agreed that the industrial arbitral tribunal appointed to decide upon any such dispute shall 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 this agreement relating to the implementation of the EU Working Time Directive until another agreement takes its place.

The present agreement may be terminated by either party giving three months' notice at any time, with a view to amendment where changes are made to the above Directive. Where the provision in the collective agreement provides a better level of protection for employees than the Directive, the implementation agreement shall not apply, cf. Article 18(3) of the Directive.

4. If amendments to the Directive remove the prerequisites for entering into this agreement, the parties shall initiate negotiations on this.

Agreement on implementing the EU Part-time Work Directive (Council Directive of 15 December 1997 on part-time work)

With reference to the general agreement between the umbrella organisations on procedures 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 within the scope of the Confederation of Danish Employers (DA)/LO who are covered by a collective agreement within this area and who are not or may not be assured of the rights laid down in the Directive under any existing agreement.

The agreement shall apply 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 provide for the removal of discrimination against part-time workers and to improve 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 which takes into account the needs of employers and workers.

SECTION 3 DEFINITIONS

For the purpose of this agreement:

- a. "part-time worker": means an employee whose normal hours of work, calculated on a weekly basis or on average over a period of employment of up to one year, are less than the normal hours of work of a comparable full-time worker.
- b. "comparable full-time worker": means a full-time worker in the same establishment having the same type of employment contract or relationship, who is engaged in the same or similar work/occupation.

Due regard will be given to other considerations which may include seniority (length of service) and qualifications/skills.

Where there is no comparable full-time worker in the same establishment, the comparison shall be made by reference to the applicable collective agreement or, where there is no applicable collective agreement, 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-time workers solely because they work part-time unless different treatment is justified on objective grounds.

SECTION 5 OPPORTUNITIES FOR PART-TIME WORK

The principle of proportionate pay and proportionate rights, cf. the "pro rata temporis" principle, shall apply to 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 length of service, working hours or earnings.

Qualifications 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 the first paragraph.

SECTION 6 ENTRY INTO FORCE

In view of the purpose of this agreement, cf. section 2, and the principle of non-discrimination, cf. section 4, the following is agreed:

If the parties to the collective agreement should identify obstacles which may limit the opportunities for part-time work, these should be raised for discussion with a view to eliminating them.

A worker's refusal to transfer 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 establishment concerned.

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

- a. requests by workers to transfer from full-time to part-time work that becomes available in the establishment;
- b. requests by workers to transfer from part-time to full-time work or to increase their working time should the opportunity arise;
- c. the provision of timely information on the availability of part-time and full-time positions in the establishment in order to facilitate transfers 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 by part-time workers to vocational training to enhance career opportunities and occupational mobility;
- e. the provision of appropriate information to existing bodies representing employees about part-time work in the enterprise.

SECTION 7 TERMINATION

The agreement may be terminated by giving six months' notice to 1 July of any year. If one of the organisations desires any changes to the agreement, it shall inform the other party of this six months prior to termination, whereupon negotiations shall be entered into without recourse to arbitration in order to reach a consensus and so avoid termination of the agreement.

Even if the agreement is terminated, the parties are obliged to comply with its provisions until another agreement takes its place or the Directive is amended.

SECTION 8 PROVISIONS IN COLLECTIVE AGREEMENTS/ IMPLEMENTING AGREEMENTS

Provisions in collective agreements and other agreements pursuant to these, and provisions in implementing agreements, shall take precedence over this agreement where they correctly implement provisions of the EU Part-time Work Directive.

This agreement shall not affect the protection given to part-time employees by existing collective agreements between the parties.

SECTION 9 INDUSTRIAL DISPUTE PROCEDURES

Where there is any disagreement on exercising the rights laid down in this agreement, this shall be handled according to the normal rules of industrial disputes and employment law. Where there are no such rules, the principle set out in section 33 of the Danish Labour Court Act shall apply, according to which the standard rules in place between DA and LO at any given time for handling industrial disputes shall apply.

Agreement on retirement scheme

The employee may be included in a retirement scheme from five years before the applicable retirement age for the employee.

FREE-CHOICE ACCOUNT

In the retirement scheme, the employee may choose to utilise the payment to the free-choice account to finance days off for senior employees.

PENSION CONTRIBUTIONS

If the employee would like to take additional days off for senior employees, this can be achieved by converting regular pension contributions, cf. section 4. The converted pension contribution can also be added to the employee's free-choice account.

UNTAKEN EXTRA HOLIDAY DAYS

The employee and the enterprise may agree that the employee can save up the value of extra holiday days not taken from five years before the retirement scheme can be implemented, cf. section 5(2), and accumulate this.

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 extra holiday days that can be taken shall correspond to the accrued amount, cf. the payment below.

TAKING DAYS OFF FOR SENIOR EMPLOYEES

When taking days off for senior employees, the free-choice account will be reduced by an amount corresponding to sick pay. Illness prior to a planned day off for senior employees does not entitle to a replacement day off for senior employees.

CHOICE REGARDING RETIREMENT SCHEME

Unless otherwise agreed, the employee must provide the enterprise with written notification no later than in May (in 2020 no later than 1 June) of whether the employee wishes to be included in a retirement scheme with days off for senior employees in the coming holiday period, and in which case, what proportion of the pension contribution the employee wishes to convert to pay. The employee shall also give notice of how many days off for senior employees the employee wishes to take in the coming holiday period. This choice is binding for the employee and will continue in subsequent holiday periods. However, the employee may each year in May (in 2020 no later than 1 June) inform the enterprise if changes are requested for the coming holiday period.

In the first year of the retirement scheme, the conversion will take place from the wage period in which the employee is five years from the retirement age in effect at any given time.

Unless otherwise agreed, days off for senior employees shall be taken according to the same rules applicable for taking extra holiday days, cf. section 5(2).

TRANSITION TO NEW HOLIDAY YEAR

The number of days off for senior employees, about which the employee must make a decision before 1 June 2020, can be taken in the period from 1 May 2020 to 31 December 2021. The employee must make a new choice about days off for senior employees in May 2021 with effect for the holiday period starting on 1 September 2021.

OTHER FORMS OF REDUCTION IN WORKING HOURS

As an alternative to days off for senior employees, the employee and enterprise may agree on a reduction in working hours in the form of e.g. periods of consecutive days off, permanent reduction in the weekly working hours or some other approach.

In the event of an agreement on permanent reduction in the weekly working hours, converted pension contributions may be paid regularly as a supplement to pay.

The conversion will not affect the basis for calculation laid down in the collective agreement, so it is cost-neutral to the enterprise.

Agreement on weekday holiday rules for flex job employees

1. Flex jobs set up in accordance with the rules before 1 January 2013
The reduction shall be proportionate to the employee's actual working hours relative to a 37-hour full-time post. A relative reduction of the weekday holiday reduction shall be implemented for full-time employees on the basis of 7.5 hours per weekday holiday.

For example, flex job employees who work 15 hours per week:
 $15/37 \times 7.5 = 3.04$ hours per weekday holiday

2. Flex jobs set up in accordance with the rules after 1 January 2013
The reduction is paid in accordance with the actual working hours agreed between the individual employee and the enterprise, which is why there shall be no reduction for reduced intensity. The reduction is paid in accordance with the relevant schedule for part-time employees, cf. section 1(2).

Agreement on increased working hours

The parties have agreed that the accommodation of a mutual desire to increase employment and flexibility as well as to strengthen each employee's connection to the labour market can be achieved through an increased awareness of:

- a) Timely and appropriate information on the availability of part-time and full-time positions in each enterprise.
- b) Employees' individual wishes as regards reducing or increasing their agreed working hours.
- c) The availability of hours for enterprise employees based on the enterprise's operational needs and the flexible organisation of working hours.

Agreement on night work

The parties are aware that the development trends within the scope of the collective agreement may mean that there is a higher incidence of night work. Throughout the period the parties will therefore carefully monitor and discuss the development of night work within the scope of the collective agreement, including the planning of night work.

The parties agree that it may be appropriate to discuss this with the trade union representative, and where there is no trade union representative, with any consultation committee, before the enterprise introduces night work.

SUSTAINABILITY AND DIGITISATION

Agreement on sustainability

In order to meet the demand for relevant training in sustainable trade the parties agree to ensure during the next collective agreement period the development of training with focus on sustainable trade within the scope of the Shop Workers' Collective Agreement.

The above includes training at basic training level courses as well as continuing vocational training.

The parties agree that this should imply e.g.:

- That the need for setting up a new area of specialisation in the retail training programme in sustainable trade must be clarified and if required, be developed.
- That adjustments in the existing retail training programme should be made to strengthen the focus of the training programme on sustainable trade.
- That new continuing vocational training programmes in sustainable trade should be developed.
- That needs assessments should be implemented with the aim of providing concrete knowledge about the need for training in sustainable trade for the purpose of the above.
- That the parties are to strengthen the joint media coverage effort with a view to positioning the distributive trades in the green transition and the climate agenda.

The parties also agree to join forces concerning marketing of the new training programmes that are developed.

Agreement on establishment of knowledge centre for digital trade and sustainability

JOINT EFFORT FOR ENTERPRISES AND EMPLOYEES

The retail sector is undergoing a gradual but important technological transition and innovation. Major changes are necessary in order to preserve the competitive strength and guarantee the sector's approximately 400,000 private jobs in an ever-stronger global competition.

Dansk Erhverv Arbejdsgiver and HK HANDEL see it as an important and common task to support this development. We therefore agree to strengthen the already well-functioning joint effort in order to contribute still more to preparing enterprises as well as employees for a future with new and considerably higher requirements.

The technological development and the resulting changes in consumer behaviour, preferences and buying patterns hold immense potential for the retail sector – but also constitute great challenges. We therefore need a stronger effort in this area and we need for Dansk Erhverv Arbejdsgiver and HK HANDEL to significantly step up efforts in this area.

In general, the sector has the strength and the preconditions to seize the new digitisation opportunities, but innovation will not happen by itself. It will require knowledge, a broad perspective and inspiration to undergo change. If Denmark as a whole is to adapt, we will need to learn from each other's good experiences, and as a country we have to provide reasonable framework conditions for this transition – otherwise we will make things difficult for ourselves and will not succeed. The joint efforts of HK HANDEL and Dansk Erhverv Arbejdsgiver are to contribute to both.

Transition is not a new phenomenon in the retail sector but changes occur more frequently and faster than before. Today, competition not only comes from shops on the other side of the street but also from e-commerce companies on the other side of the world. Today, consumers not only look to the latest fashion trends but also to what influencers display at Instagram. Today, not only sound business acumen and flair for business but also big amounts of data decide which products are to be on offer or where in the shop the products are to be placed in order to achieve optimum sales.

Over the last decade the online trade's share of the total turnover of trade has doubled. In the USA, this figure has almost trebled. Smartphones and the ability to check prices and reviews have become an integral part of the entire purchase event. Virtual or augmented reality has turned shopping into an experience far exceeding the actual transaction of a product and the payment thereof. We buy things via a subscription that we previously bought on occasion, and in particular young consumers are increasingly governed by identity and whether a product matches the culture of which they are a part or wish to become a part. When our values, attitudes and dreams for the future become increasingly important for our shopping patterns, sustainability also becomes of far greater importance.

Digitisation and new technology have helped to improve the efficiency in a wide range of areas. Warehouse functions have become automated. The consumers can choose, order and pay the products online by themselves. Software robots contribute to automating processes that used to be manual. At the supermarket, it is becoming increasingly common to use self-service and pay via mobile phone or just to receive an automatic receipt when we leave the shop. This is also part of the development but it also means that we must ensure that employees, who are no longer needed on the supermarket checkout, can create value for the customers and the business in another way.

Despite voice-controlled digital shop assistants, automatic shelf fronts, automotive trucks and self-served consumers, we still need people in the retail trade sector. We need them because we still need skills such as business acumen, business sense and the ability to relate to the customer and create the right experience around the purchase.

We can introduce many automatic working procedures but it is still difficult to teach an algorithm to only wrap lettuce that is sufficiently fresh for you to want to eat it. It is more important for us that a person tells us if the jacket fits and is the right size than if a robot were to persuade us that this was the case. We can analyse gigabyte after gigabyte of data but it is still difficult to replace the human flair for business necessary to ask the right questions – let alone the practical and aesthetic sense required to change the fitting-out of the shop if this is what is necessary based on for example the figures.

THE NEED FOR BETTER AND WIDER SKILLS

Employees in the retail trade sector must be able to utilise the technology, understand the possibilities and challenges of digitisation and meet the customers and the consumers with even more prerequisites than before. In recent years, a number of new training programmes have emerged combining trade with digitisation and technology in several different stages of education. This is great and it will be interesting to see the effects of this as more and more fully trained people are employed in the retail trade sector. We must support and contribute to more people starting training programmes and continuing training and education that combine trade with digitisation and technology.

Politically, there is huge focus on the importance of skills in science, technology, engineering and math (STEM) but we also greatly need commercial understanding, business skills and a highly developed customer service gene. We need employees who are able to use the knowledge we can gain from artificial intelligence and use it in the shop so that it makes a concrete difference for the customers and the bottom line. We need employees who can understand and join in the talk when highly specialised colleagues share databased insights. We need employees who can present campaigns and offers convincingly, not only in the shop window but also on the shop's social platforms with all the resulting unique targeting opportunities. We need employees who can combine it all in a coherent experience of good customer service.

Technological understanding and digital skills are important but also new knowledge and training that can make newly qualified employees well prepared to fulfil increasing customer expectations for e.g. knowledge about the origin, conditions of production or climate impact of the products. Sustainability will become more and more important as we move from customer service towards customer guidance and creating an experience for the customer.

Furthermore, technology and sustainability are closely related – technological solutions will often be one of the ways to achieve greener or more responsible products, and digital developments also provide the consumers with far better access to knowledge about the sustainability of a certain product or brand.

THE NEED FOR MORE POLITICAL ATTENTION

Even though we still need human skills, the future will be challenging for the retail trade sector. Increased global competition, high local costs, rapid innovation, changing consumption patterns and new and more complex consumer preferences create an increasing need for change.

Greater political attention to the retail trade sector is required and a greater consideration to the need for suitable framework conditions if this transition is to succeed to full extent.

We must strengthen young people's STEM competences but we must also integrate business sense and business acumen in the competence equation of the future. We must have uniform conditions to avoid that Danish enterprises have difficulties competing under unfair conditions. We must ensure the best possible opportunities for investing in innovation, skills development and growth.

CONCRETE INITIATIVES

In order to strengthen the dialogue with the politicians and to enhance the digital and technological skills of the employees as well as the enterprises, HK HANDEL and Dansk Erhverv Arbejdsgiver agree about increasing the already existing joint effort significantly.

The effort is financed through funds that have already been allocated in the collective agreement.

Significantly increased efforts and resources will prepare the parties' joint digitisation secretariat for strengthening the capacity to become a knowledge and power centre for the digital development in the retail trade sector. This investment must increase the possibility of accumulating important knowledge, research and statistics. This applies to knowledge about the direction of the development, how the enterprises can adjust to the future in the best way, which initiatives work in relation to technological innovation in the retail trade sector and what the best framework conditions are for transition in the sector.

The knowledge and power centre must head the agenda in relation to the social and political dialogue about the needs and the future of the retail trade sector. This may help the politicians and other decision-makers to make forward-looking and appropriate decisions for the benefit of the economy, the export and the employment and constitute a constructive and useful resource for enterprises, decision-makers and educational institutions.

The concrete activities in the next term of the collective agreement may include:

- Analysis in relation to developing trends and the resulting competence requirements
- Research, development and demonstration projects with new technology
- Development of relevant training programmes and promoting the use of training
- Joint media and communication efforts
- Collaboration with related projects
- Joint image and branding activities

Moreover, the secretariat should make use of the increased resources to explore the possibilities of gaining access to further financial resources, for example from big funds.

Organisation agreement on data protection

Dansk Erhverv Arbejdsgiver and HK HANDEL agree that provisions in collective agreements and the related case administration must be interpreted and processed in accordance with the General Data Protection Regulation (EU 2016/679) that has been applicable in Denmark from 25 May 2018.

Dansk Erhverv Arbejdsgiver and HK HANDEL agree that in implementing the General Data Protection Regulation it must be ensured that the present practice for collecting, storing and processing of shared personal data in accordance with obligations relating to employment law can continue.

Agreement on electronic documents

The enterprises can effectively supply wage slips and any other documents which shall be exchanged according to the ongoing employment relationship via the electronic post solutions that may be available, e.g. e-Boks, or via e-mail.

When the employee has opted out of receiving digital mail from public authorities, electronic solutions will not be used.

Trainees

Agreement on grants for trainees with EUX in main courses of the retail training programme

With the aim of ensuring that more trainees with EUX continue in the main course and obtain a traineeship in the retail training programme, a pilot scheme is introduced in the term of the collective agreement with the possibility that enterprises may apply for grants for training from the Industry Competence Development Fund for trainees with EUX who are in the main course of the retail training programme. Applications can be made for grants for costs in relation to the trainees' study tours during training and for payment of private student examinations at a business academy based on completed modules on similar level in the vocational training programme.

The enterprise may apply for grants for up to DKK 7,500 per trainee.

The agreement takes effect on 1 May 2020. The pilot scheme will expire on 28 February 2023.

During the pilot scheme period, a maximum of DKK 750,000 from the Industry Competence Development Fund can be used each year for the completion of "Agreement on grants for trainees with EUX in main courses of the retail training programme. This only applies to employees who are covered by the central Industry Competence Development Fund.

For self-governing funds in enterprises applies that a maximum of 10 per cent of the annual payments can be used, however, at least DKK 7,500.

Holiday

Agreement on holidays

This agreement has been entered into pursuant to the Danish Holiday Act and means that the deviations from said Act and associated Executive Order set out below shall apply.

INDUSTRIAL DISPUTE PROCEDURES

Disputes concerning the provisions of this agreement shall be settled by industrial dispute procedures. Disputes concerning other parts of the Danish Holiday Act may be settled by industrial dispute procedures provided that this has been agreed in the individual case.

EARNING AND TAKING HOLIDAYS IN HOURS ETC.

Holiday can be earned and taken in other ways, including in hours, than stipulated in the Danish Holiday Act.

If an enterprise decides that holiday is to be earned and taken in six-day holiday weeks, it shall be ensured that employees who work five days a week are not worse off than if they had taken holiday in a six-day holiday week.

If the holiday is earned in hours, a full-time employee shall earn 185 hours of holiday per holiday year, equivalent to five weeks x 37 hours.

Part-time employees earn a proportional number of hours of holiday per holiday year.

In this connection 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 five weeks calculated in 25 whole days including days off that are not replacement days off and working days pro rata. To the extent possible, the holiday must be taken in whole weeks.

The holiday must reflect the working week and must not be placed entirely on short or long working days.

When the employee leaves, the accrued holiday entitlement in hours is converted into days.

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

The enterprise shall, provided the holiday is earned and taken in hours, inform the employees of this before the start of the holiday year.

If the holiday guarantee scheme is not used, local written agreement can also be concluded for taking holiday in hours.

HOLIDAY WITHOUT PAY

Please refer to section 2(15) of the collective agreement.

CARRYING OVER HOLIDAY

The enterprise and the employee can enter into an agreement to carry over any accrued holiday entitlement in excess of four weeks to the following holiday period.

It is a prerequisite that the agreement be made in writing. The agreement shall be entered into before the end of the holiday period (in 2020: before 30 September). The enterprise shall also within the same deadline give written notice to whoever is paying the holiday pay that the holiday is being carried over.

If an employee who has carried over holiday leaves before taking all the holiday, they will be paid for holiday in excess of five weeks. Holiday pay is calculated for monthly-paid workers at 12.5 per cent of the holiday entitlement pay at the leaving date. If, however, the employee has earned holiday pay at a previous employer, the holiday pay is paid out from the holiday account ("FerieKonto") or from the previous employer, if the holiday guarantee scheme has been used.

Dansk Erhverv Arbejdsgiver guarantees holiday carried over where the holiday guarantee scheme of the collective agreement is used.

Notice can be given that holiday carried over is to be taken within a month, since the holiday is considered to be outstanding holiday.

However, any holiday corresponding to holiday carried over can only be ordered to be taken in a notice period if the holiday has already been allocated to this period or if the parties agree otherwise on this.

Any holiday corresponding to holiday carried over cannot be considered as taken during a dismissal period unless this has been agreed.

OFFSETTING HOLIDAY ALLOWANCE

The holiday allowance laid down in the Danish Holiday Act will be paid out at the same time as the beginning of the corresponding holiday or when the holiday allowance for the period from 1 September to 31 May is paid together with the pay for May, whereas the holiday allowance for the remaining part of the holiday year is paid out together with the pay for August. If the holiday allowance is paid out before the holiday begins, this may be offset when the employee leaves.

ENTRY INTO FORCE

This agreement enters into force on 1 September 2020 and will replace the previous Agreement on holidays printed on page 57 of the Shop Workers' Collective Agreement 2017/2020.

Entry into force and termination of collective agreement etc.

Agreement on the understanding of the 50 per cent rule

WHEN SHOULD THE RULE BE FOLLOWED?

The calculation to determine whether the 50 per cent rule has been met is based on the employment position in the week in which the request for a collective agreement was received by Dansk Erhverv Arbejdsgiver.

WHICH EMPLOYEES ARE INCLUDED?

- a. Only employees within the scope of the collective agreement are included.
- b. Employees covered by section 12(2), point c, paragraph 2 of the collective agreement cannot be included.
- c. Spouses, parents, children, siblings and other close family and relations by marriage are not included.
- d. Those who are ill or absent (holiday, days off, maternity leave) are included if they are still employed by the enterprise, but temporary replacements for such people are not included even if the period of cover exceeds three months.
- e. Employees under notice of termination are included if they can still be regarded as being employed by the enterprise.

Employees who leave in the relevant week are only included if they have been employed for the whole week.

Employees who join in the relevant week are included as if they had been employed by the enterprise for the whole week.

- f. Extra staff who are not employed for more than three months are not included.
- g. Agency staff are not included.
- h. Home workers are not included.
- i. Union representatives are not included.

FULL-TIME/PART-TIME

- a. Full-time employees, including trainees, count in full.
- b. Part-time employees are included as follows:

Under 15 hours/week:	not included
From 15 hours to 30 hours/week:	included at 50 per cent
30 hours/week and over:	included in full

- c. In the case of a split post, i.e. where an employee works both within and outside of the scope of the collective agreement, the work carried out within the scope of the collective agreement will be included according to the rules for part-time employees.

Agreement on non-standard agreements

It is agreed that it is appropriate to build up experience of non-standard agreements (those deviating from the collective agreement).

The parties therefore agree that, within the scope of the collective agreement, non-standard agreements may be entered into, including agreements to waive the rules laid down in the collective agreement on wages and/or working hours and on matters such as chain cooperation in the self-administration of skills development funds.

Such agreements shall be entered into locally between the enterprise or groups of enterprises and the employee(s) covered by the agreement. Before the agreement can enter into force, it must be approved by the parties to the collective agreement.

Equal pay

Agreement on equal pay

The parties wish to create the best conditions for women and men within the scope of the collective agreement so that they enjoy equal rights and conditions based on their individual situations and wishes – and hence also equal opportunities.

The parties therefore intend to maintain and expand a high level of participation by both men and women in the Danish labour market, where the rate of employment among women is among the highest in the world.

Equal pay is a natural part of a modern and dynamic labour market.

It is therefore agreed that gender may not have any bearing on the determination of employees' wages by the individual enterprise.

With this agreement, the parties wish to focus more strongly on ensuring that men and women receive equal pay for the same work or work that can be assigned the same value.

It has therefore been agreed to support the individual enterprises and employees in their ongoing work to assure adherence to the principles of equal pay.

The parties have therefore entered into the following agreement:

Agreement on implementing the Danish Equal Pay Act

SECTION 1

There may not be any wage discrimination on grounds of sex in conflict with the rules set out in this agreement. This applies to both direct discrimination and indirect discrimination.

(2) Every enterprise must pay equal wages to men and women, with respect to all wage elements and conditions, for the same work or work that is assigned the same value. Particularly where a vocational classification system is used to set wages, this system must be based on the same criteria for male and female employees and set up in such a way that it rules out discrimination on grounds of sex.

(3) The assessment of the value of the work shall be based on an overall evaluation of relevant qualifications and other factors.

SECTION 2

Direct discrimination occurs when one employee is treated less favourably, on grounds of sex, than another employee in a comparable situation. Any form of less favourable treatment of a female employee in connection with pregnancy and during women's 14 weeks' absence after the birth shall be regarded as direct discrimination.

(2) Indirect discrimination occurs when a provision, criterion or practice which is apparently neutral treats employees of one gender less favourably than employees of the other gender, unless the provision, condition or practice has an objective basis in a practical purpose and the means of fulfilling it are proportionate and necessary.

(3) Pay comprises the general basic or minimum wage and all other benefits that the employee receives directly or indirectly from the enterprise in money or in kind as a result of the employment relationship.

SECTION 3

An employee whose pay is lower than another, contrary to section 1, shall be entitled to the difference.

(2) An employee whose rights have been violated as a result of wage discrimination on grounds of sex may be granted compensation. The compensation shall be based on the employee's length of service and the general facts of the case. The compensation will normally be exhaustive. However, the parties have also agreed that the Equal Pay Board established between Dansk Erhverv Arbejdsgiver and HK HANDEL may 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 specific circumstances.

Demands for fines, cf. subsection 2, must be raised no later than the organisation meeting, cf. rules on industrial disputes. After this, there may be no demand for a fine to be paid unless there have been new breaches of section 6 or there is new information to support the presumption of systematic violations.

(3) Where a disagreement involves elements dealt with under the rules set out in the Cooperation Agreement, cf. section 6(4) below, this 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 is entitled to disclose details of their own wage level. These details may be passed on to anybody.

SECTION 5

An enterprise may not dismiss or suspend an employee, including a staff representative, for any other unfavourable treatment by the enterprise in response to a complaint or because the employee or staff representative has submitted a claim for equal pay, including equal wage conditions, or because the employee has passed on details of their pay. An enterprise may not dismiss an employee or a staff representative because they have submitted a claim pursuant to section 7(1).

(2) It is up to the enterprise to prove that a dismissal is not in conflict with the rules given in subsection (1). If the dismissal takes place more than a year after the employee submitted a claim for equal pay, the first sentence will only apply, however, if the employee can show objective circumstances to indicate that the dismissal was undertaken contrary to subsection 1.

(3) A dismissed employee may submit a claim for compensation or reinstatement. Any reinstatement must be in accordance with the principles laid down in the main agreement. The compensation shall be based on the employee's length of service and the general facts of the case.

SECTION 6

An enterprise with at least 35 employees shall produce annual pay statistics broken down by gender for groups of at least 10 employees of each gender grouped by the six-digit DISCO code for use in consultation and information to employees on pay differences between men and women at the enterprise. This shall not apply, however, to enterprises in the agriculture, horticulture, forestry and fishing industries. If the pay statistics broken down by gender are regarded as confidential with respect to the enterprise's legitimate interests, the details may not be passed on.

(2) The pay statistics broken down by gender pursuant to subsection (1) shall be drawn up for groups of employees with a level of detail corresponding to the 6-digit DISCO code. The enterprise is also obliged to explain the make-up of the statistics and the definition of "pay" used.

(3) Enterprises that report annual pay statistics to the Confederation of Danish Employers may request pay statistics broken down by gender according to subsection (1) from Dansk Erhverv Arbejdsgiver free of charge. Enterprises may also request pay statistics broken down by gender free of charge according to subsection (1) from Statistics Denmark.

(4) The enterprise's obligation to produce pay statistics broken down by gender according to subsection (1) shall lapse if the enterprise enters into an agreement with the employees of the enterprise to produce a report. The report shall include a description of conditions that have a bearing on the pay of men and women in the enterprise, and any concrete action initiatives that may last up to three years, along with the detailed monitoring of these in the reporting period. The report must cover all the enterprise's employees and must be handled in accordance with the rules laid down in the Cooperation Agreement. The report must be produced by the end of the calendar year in which the obligation to draw up pay statistics broken down by gender was in place.

SECTION 7

An employee who does not believe that the enterprise is meeting its obligation to pay equal wages, including equal wage conditions, under this agreement may apply to have the claim examined as an industrial dispute.

(2) If an employee who feels that their rights have been violated, cf. section 1, can show objective circumstances to indicate that direct or indirect discrimination has taken place, it is up to the enterprise to prove that the principle of equal treatment has not been violated.

SECTION 8

Where HK Handel finds grounds for an equal pay case, an inspection of the enterprise by the parties may be arranged before negotiations begin.

(2) In connection with the inspection/organisation negotiations, it shall be agreed what pay details are required for use in a possible case.

SECTION 9

Infringements of sections 1–5 and section 7(2) of this implementing agreement may be brought before either the Equal Pay Board set up between the parties or the civil courts. HK HANDEL has chosen the forum to be used when a complaint/writ is lodged. Regardless of the choice of forum, the normal possibilities of negotiation shall be exhausted, cf. section 9(1) and (2) of the collective agreement. Other matters concerning the interpretation, understanding and breach of the Danish Equal Pay Act or equivalent implementing agreements shall be brought before the Equal Pay Board set up between DA and LO/the parties.

SECTION 10

The parties have agreed that the Danish Equal Pay Act will not then apply to employment relationships covered by the collective agreement, and that any disputes concerning equal pay shall be resolved within the industrial disputes system, but cf. section 9 of this agreement.

The parties have also agreed to incorporate any amendments to the Danish Equal Pay Act into this agreement, as a consequence of possible changes to obligations under EU law.

Pay

Agreement on the pay of shop assistants

It is agreed that trained shop assistants are covered by the rules of the Shop Workers' Collective Agreement.

For details of the pay of trained shop assistants, please refer to section 2(3).

SHOP ASSISTANTS

Trained shop assistants are paid in accordance with the general pay provision for unskilled workers in the Shop Workers' Collective Agreement, although a special shop assistant supplement of DKK 750.00 per month is paid with effect from the first of the month in which the training ends.

DOCUMENT OF MUTUAL UNDERSTANDING

In connection with entering into an agreement on the pay of trained shop assistants, it has been agreed that the special shop assistant supplement of DKK 750.00 per month to the minimum wage rate applicable at any time for unskilled workers shall not be offset.

The supplement for trained shop assistants does not alter the principle that personal pay shall be agreed pursuant to the rules on this in the Shop Workers' Collective Agreement. The non-offset shop assistant supplement is not included in the assessment of the personal pay.

It is agreed that the separate time off granted for obtaining a vocational qualification, cf. point e of section 7(1) of the Shop Workers' Collective Agreement, can also be used to achieve the status of shop assistant.

It is also agreed that an employee is only entitled to the total 3 x 5 weeks of time off once, in other words the time that may be granted for achieving the status of shop assistant is withdrawn if the employee subsequently wishes to make use of point d of section 7(1) to achieve the status of sales assistant.

Agreement on phasing in free-choice account contributions

- A. New members of Dansk Erhverv Arbejdsgiver, who have joined the Shop Workers' Collective Agreement no later than three months after becoming a member, may opt to phase in free-choice account contributions of the collective agreement under the following conditions if, after joining, the enterprise has not already set up a free-choice account or similar scheme, or if the enterprise has a free-choice account or similar scheme with lower contributions. Enterprises that before joining have a free-choice account or similar scheme with the same contributions as the contributions applicable at the time of joining are not included in the below points B-D.
- B. According to section 2(1-11) and (13), the enterprise may deduct the contributions into the free-choice account applicable at the time of joining, cf. section 2(12), paragraph 2, exclusive of 4.0 percentage points. However, it is not possible to deduct more than the individual employee will still be able to receive the minimum wage rate, shift allowance, length of service supplement and other mandatory wage components laid down in the collective agreement.
- C. From the joining, the enterprise is under the obligation to pay contributions to the free-choice account according to section 2(12), paragraph 2, exclusive of 4 percentage points, and contributions according to the

below phasing-in scheme in point D. If the enterprise does not want phasing in, the full contribution is paid according to section 2(12), paragraph 2.

- D. With respect to the 4.0 percentage points, new members of the Dansk Erhverv Arbejdsgiver may require phasing as follows:

No later than three months after becoming a member of Dansk Erhverv Arbejdsgiver, but with effect from the first of a month, the enterprise must pay 1.0 per cent in contribution to the free-choice account.

No later than one year after joining, 2.0 per cent must be paid in contribution to the free-choice account.

No later than two years after joining, 3.0 per cent must be paid in contribution to the free-choice account.

No later than three years after joining, 4.0 per cent must be paid in contribution to the free-choice account.

- E. The manner in which the phase-in is to take place shall be specified in each case when an enterprise joins the collective agreement.
- F. Any existing free-choice account or similar scheme at the date of entry into force of the collective agreement will expire and be replaced by the free-choice account of the collective agreement.
- G. Phasing-in schemes set up before 1 March 2020 will continue unchanged.

With effect from 1 June 2020, HK HANDEL will, no later than on the 20th of each month, receive an updated list of new members of the Dansk Erhverv Arbejdsgiver for the previous month.

Middle managers

Agreement on the understanding of the Agreement on middle managers

1. When the collective agreement was renewed on 1 March 2004, it was made possible for middle managers to be hired according to the pay and working hours rules in the Salaried Employees' Collective Agreement for Trade, Knowledge and Service. It is, however, agreed that middle managers may not be ordered to work more than an average of 45 hours a week over 13 weeks.

It is also agreed that where there is an agreement on function-based pay for middle managers, there shall be a fair relationship between the wage and the overall content of the post. In addition to the general principles pursuant to section 4 of the Salaried Employees' Collective Agreement for Trade, Knowledge and Service, consideration should also be given to whether the agreed wage is reasonable in relation to the wage that a skilled worker receiving the Shop Workers' Collective Agreement's minimum payment rate would earn with the payment of standard supplements for work at specific times and payment for overtime work.

It is agreed that this assessment in itself shall not form the basis for back pay claims, but over a suitable period shall merely serve as an indication of the total assessment of the fairness of the agreed wage.

A difference of opinion over the wage determination may also be settled in accordance with the general provisions of the Salaried Employees' Collective Agreement for Trade, Knowledge and Service.

Paragraph 4 above shall not be understood as implying any restriction to the employee's right to have their wage determination reviewed in accordance with the rules in the Salaried Employees' Collective Agreement for Trade, Knowledge and Service.

2. Where a shop wishes to hire additional middle managers beyond the starting point set out in the collective agreement, this requires an agreement with HK HANDEL, cf. section 3(4) of the collective agreement. In such an agreement, emphasis shall be placed on whether the appointment of middle managers following a complete assessment is justifiable given the shop's circumstances.

3. In the event of a temporary reduction in staff, the middle manager may retain their position as middle manager.
4. Current practice concerning the distinction between managers/specially trusted employees will not change when the agreement on middle managers is entered into.
5. The provisions in sections 1, 3 and 4 of the Salaried Employees' Collective Agreement for Trade, Knowledge and Service read as follows:

SECTION 1 WORKING HOURS

- "1. The normal weekly effective working time constitutes up to 37 hours.
2. The working hours are set locally at the individual enterprise taking into consideration the interests of the employee and the enterprise.
3. The working hours of both full-time and part-time employees can be arranged using variable weekly working hours within a period not exceeding 26 weeks. If the working hours for the period are planned in such a way that they exceed 45 hours per week in one or more of these weeks, hours in excess of 45 hours should be paid with an overtime supplement, cf. section 3, even if the average weekly working hours for the period have not been exceeded.

All hours up to 37 hours in the individual week, cf. subsection (1), or as an average for a period, cf. paragraph 1 of the current provision, are 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 work, 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 answering shifts and work in continuous operation, negotiations shall be opened locally on shift plans and payment rules. Where agreement cannot be reached, either party can request that the parties be involved.

Please also refer to Agreement on on-call shifts.

6. Employees must have an aggregate break of at least 30 minutes per day, unless otherwise agreed. The total break time per day may not exceed one 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 prevent flexitime schemes being agreed.
8. The employee is entitled to a day off with pay on either 24 December or 31 December, as chosen by the enterprise. 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 basis, are paid normal overtime pay, unless the day off falls on a Sunday. In the latter case, overtime is paid at a rate of 100 per cent.

The enterprise and employee may agree to another day off being granted.

9. Local agreements for increased variable working hours

At each workplace, as a pilot scheme in the collective agreement period, a written local agreement can be entered into with the trade union representative for a working hours schedule period of up to 52 weeks, provided that the average working hours are 37 hours over the working hours schedule period. If there is no trade union representative at the workplace, the agreement will be entered into with the local HK branch.

The agreement determines the framework for the increased variable working hours. Lack of consensus on understanding of the local agreement may be subject to industrial dispute procedures, cf. Section 17.

It is assumed that part-time employees who would like more hours/to work full-time will be accommodated in connection with the conclusion of the local agreement on changing the working hours schedule period.

Agreements on the timing of the working hours will be made with the individual employee or groups of employees.

It must be ensured that the local agreement will contain rules on termination.”

SECTION 3 OVERTIME WORK

”The parties have agreed that overtime shall be restricted as much as possible with due consideration for the interests of the enterprise.

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

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

1. Payment

A. The rate for overtime work for which supplements can be claimed, cf. sections 1 and 2, is calculated at the hourly rate + 50 per cent for the first three overtime hours. Thereafter, and for all overtime worked on Sundays and weekday holidays, it is calculated at the hourly rate + 100 per cent.

Overtime work done between 00:00 and 06:00 is paid at the hourly rate + 100 per cent.

The calculation is based on half hours.

The payment is calculated from the time at which the overtime work began.

B. If the employee is called in to work overtime without prior notice, after leaving work at the end of normal working hours, the overtime supplement shall be 100 per cent.

C. The hourly rate shall be calculated as the relevant employee’s total monthly wage divided by 160.33.

2. Time off in lieu

A. Time off in lieu of overtime may be agreed, such that 50 per cent hours are exchanged for 1.5 hours off and 100 per cent hours are exchanged for 2 hours off for every hour of overtime worked.

B. The timing of the time off in lieu shall be agreed between the enterprise and the individual employee, normally with one week’s notice. The time off in lieu shall where possible be granted as full or half days off and taken within two months of working the overtime.

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

SECTION 4 PAY

1. Determination of pay

- A. Pay shall be agreed directly between the enterprise and the employee in each individual case. 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.
- B. The pay should reflect the employee's performance, qualifications, ability, flexibility and work at specific times, the nature and responsibilities of the post, and any training received. The pay should reflect the employee's performance, qualifications, ability, flexibility and work at specific times, the nature and responsibilities of the post, and any training received and if agreement on function-based pay has been concluded, cf. section 4(1), point F.
- C. Pay systems may be introduced in the individual enterprise with the aim of enhancing the enterprise's competitiveness and development and also employee development.
- D. An employee is entitled to request negotiations with the enterprise where the pay differs significantly from the starting level for comparable groups of employees at the enterprise or comparable enterprises within the sector.

Where the pay determined for the individual employee is in obvious conflict with the condition set out in subsection (1), point b, either party may request negotiations involving both organisations.

- E. Where disparities are considered to be present in the area as a whole, the parties have a right to institute proceedings according to the rules in effect at any given time for the handling of industrial disputes, cf. rules below on the bargaining committee.
- F. When determining wage levels, agreements may be concluded on function-based pay, taking into account the principles set out in subsection (1), point b. Such an agreement may stipulate that the pay should also include payment for overtime work and any other inconvenience, with the effect that no overtime payments are made, cf. section 3.

Any disagreements on wage levels for individuals for whom function-based pay has been agreed may be brought before a bargaining committee, if it is clear that there is a significant disparity between the pay and the overall content of the post, cf. subsection (1), point b.

The bargaining committee shall be made up of two representatives of each of the parties, with a view to preventing function-based pay resulting in a large number of cases.

If a majority of the members of the bargaining committee cannot agree upon a given case, the committee shall be extended to include an impartial arbitrator appointed jointly by the parties. In the event of continued disagreement, the decision of the arbitrator shall be final.

When the committee is extended, the general practice relating to industrial arbitration shall apply, with adjustments as required by the nature of the case.

The arbitrator shall however decide, after a concrete assessment of the individual case, upon the level and allocation of the costs of the case, and may impose fines for unnecessary recourse to the committee.

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

- G. Personal pay shall be negotiated and determined on the principles laid down in the Danish Equal Pay Act.
- H. The parties have discussed the local wage formation. The pay increases that are, for example, a result of increases in the free-choice account can be included in connection with the individual assessment of pay.

2. Free-Choice Account

A. INTRODUCTION

To address individual wishes for a choice between time off, pension or pay, the individual employee shall be given their own free-choice account.

B. DEPOSITS

5.0 per cent of the holiday entitlement pay shall be deposited in the free-choice account.

As of 1 March 2021, 6.0 per cent of the holiday entitlement pay shall be deposited in the free-choice account.

As of 1 March 2022, 7.0 per cent of the holiday entitlement pay shall be deposited in the free-choice account.

C. EXTRA HOLIDAY DAYS AND PENSION

Transitional scheme

If the employee has accrued extra holiday entitlement as of 1 May 2020, the employee may choose, by means of written notification before 1 June 2020 to the enterprise, to convert one or more of the extra holiday days in the period 1 May 2020 to 31 August 2021 to a deposit in the free-choice account rather than taking them as holiday. For extra holiday days for the period from 1 May 2020 to 31 August 2021, a total of 6.67 extra holiday days, applies that one extra holiday day can be converted to 0.375 per cent of the pay entitled to a holiday in the period from 1 May 2020 to 31 August 2021. If all 6.67 extra holiday days are converted to a deposit in the free-choice account, 2.5 per cent will thus be paid on an ongoing basis in the period from 1 May 2020 to 31 August 2021.

The above paragraph about transitional scheme will be deleted as of 1 September 2020 and be replaced by the following paragraph:

Each year in May (from 2021), if the employee has accrued extra holiday entitlement as of 1 September, the employee may choose, by means of written notification to the enterprise, to convert one or more of the extra holiday days in the next holiday year to a deposit in the free-choice account rather than taking them as holiday. An extra holiday day can be converted into 0.5 per cent of the holiday entitlement pay. If all five extra holiday days are converted to a deposit in the free-choice account, 2.5 per cent will thus be paid on an ongoing basis within the holiday year.

All savings deposits placed in the free-choice account include holiday pay as well as holiday allowance for the deposit even though they are paid as wages.

Employees who are entitled to an occupational pension under the rules of the collective agreement when making their decision can inform the enterprise each year in May (from 2021) that all or part of the savings deposit to the free-choice account is to be paid into the pension scheme in the next holiday year (1 September – 31 August). In 2020 the choice must be made on 1 June at the latest and applies to the period from 1 May 2020 to 31 August 2021.

The enterprise may set minimum limits for the deposit of monthly pension contributions of DKK 75. If the amount per month is less than this minimum contribution, the enterprise may decide to combine the contributions for two months.

The deposit of extra pension contributions does not trigger an employer's contribution for the deposit.

D. PAYOUT

Employees can opt to have an amount from their free-choice account paid out via their wage payment by way of time off, e.g. holiday, extra holiday days, time off for dependants or days off and children's second full day of illness under the collective agreement, but no more than twice a year.

From 1 May 2020, the above also applies to doctor visits in connection with children's illness.

The employee must notify the enterprise when a payout transaction is to be made from the account. Notice shall be given no later than the 10th of the month in which the payout is to take place. The employee decides the size of the payout, but amounts larger than the current balance cannot be paid out.

For employees who take days off for senior employees in accordance with the rules on this, cf. Agreement on retirement scheme, the balance on the free-choice account will be reduced by the wages paid out plus any holiday allowance/holiday pay.

E. ONGOING PAYOUT OPTION

If the employee does not have the entire free-choice account at their disposal in connection with their free choice before 1 June (in 2020: 1 April), cf. the above, the enterprise may pay the remaining contribution as an ongoing payment together with the employee's wages. It is a condition for the payout that the enterprise is able to document that the employee has been asked to make a choice.

The parties to the collective agreement encourage the enterprises to take steps to inform the employees about the possibilities of the free-choice account, and the parties to the collective agreement will prepare information material to support this practice.

The enterprise may enter into a local agreement with the local trade union representative about ongoing payment together with the pay of up to the entire contribution to the free-choice account, cf. section 4(2), point B ("CONTRIBUTIONS"). If there is no local trade union representative, the local agreement is concluded with the local HK branch. For groups and enterprises with several locations, an agreement can only be concluded with HK Privat – HK HANDEL.

The enterprise cannot set down separate terms and conditions of employment for ongoing payout.

F. SURPLUS SAVING WITH THE FREE-CHOICE ACCOUNT

If there is a surplus in the free-choice account at the end of the holiday period (in 2002: the end of the holiday year), the amount is carried over to the next holiday period for payment then.

If the employee leaves, the free-choice account will be closed and any surplus paid together with the last wage payment from the enterprise.

3. Calculation of pay for incomplete months

- A.** When the pay for individual days is calculated for a person who has joined or left the enterprise in the course of the month or has taken holiday or unpaid leave, it shall be calculated as the monthly wage minus 4.8 per cent for each day the relevant employee was not at work.
- B.** Payment shall be made for Saturdays off and weekday holidays that fall within the work period.
- C.** The parties agree that section 4(3), point a does not imply that deductions should be made when an employee on function-based pay takes compensatory leave as part of the agreement on function-based pay."

Pension

Agreement on pension schemes

1. RESPECT FOR EXISTING AGREEMENTS

Existing enterprise schemes that cover all groups of employees covered by this collective agreement may take the place of Pension for salaried employees – PFA Pension under the following conditions:

Contributions to the scheme must always be at least equal to the contribution stipulated in the collective agreement, and they must at least provide the insured (or their dependants) with an old age pension, cf. below, and a one-off sum of DKK 60,000 in the event of death or disability. If these conditions are not satisfied at the outset, the enterprise must make efforts to ensure that the scheme is modified. In connection with any future

modifications to contribution levels, the enterprise may withhold an amount of the employee's pay equal to the employee's contribution to the pension scheme stipulated in the collective agreement.

At least 50 per cent of the contribution to a pension scheme shall be used for a lifelong benefit (annuity).

Where a pension is phased in, payments shall first be made to the insurance elements stipulated in the collective agreement, such that the proportion of the pension contribution to be used for an annuity may be less than 50 per cent.

The above requirement applies to all pension schemes covered by the Shop Workers' Collective Agreement.

Pension agreements already entered into at enterprises covered by the collective agreement, where the pension contribution to an instalment and/or capital pension exceeds 50 per cent, may be retained. Similarly, agreements entered into with parts of capital chains covered by the collective agreement and members of Dansk Erhverv Arbejdsgiver that differ from the above may be retained by shops/departments owned by the same capital chain that were not covered by the collective agreement at the outset.

Enterprises 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 under which existing pension agreements entered into for such enterprises may be considered to satisfy the pension obligations laid down in the collective agreement are that the agreements should have been entered into before the request for a collective agreement was made, that the conditions listed above concerning compliance with other agreements should be satisfied (requirements relating to the benefit structure), and that any modification to the agreements that may be needed should be made no later than six months after the collective agreement has entered into force.

In groups, the same principles of compliance with existing agreements shall apply as in enterprises in general in relation to this agreement. However, an enterprise within a group that is covered by the collective agreement but does not have an existing pension agreement may meet the pension obligation set out in the collective agreement via an existing pension agreement applied elsewhere in the group. This shall only apply, however, if this agreement is generally applied within the group, and if the agreement in the enterprise concerned covers all employees under the collective agreement in that enterprise.

2. GROSS PAY AGREEMENTS

Gross pay agreements, i.e. agreements that stipulate that the pay should be determined on the basis of the employee taking the initiative to establish a pension scheme and finance the contributions from their pay, shall be respected provided that they can be documented and were entered into before the end of December 1992, and on these further conditions:

Under a gross pay agreement, a pension scheme has to be established that meets the requirements for existing agreements laid down in the present agreement, cf. above concerning contributions to existing schemes. A gross pay agreement that the employee did not follow up by establishing a pension scheme before 1 November 1993 – or for enterprises covered by the collective agreement in the future, no later than three months after the collective agreement entered into force – must be followed up at the request of the enterprise to ensure that a pension scheme is established.

In this connection, the enterprise may withhold an amount of the employee's gross pay equal to the contribution to the pension scheme stipulated in the collective agreement (the sum of the agreed employee's and employer's contributions). If this has not been done before the deadline, a pension scheme for the employees concerned shall be established within the scheme established by the parties to the collective agreement. The full amount shall be withheld by the enterprise from the gross pay and paid to the pension company.

Gross pay agreements entered into from 1 January 1993 onwards shall be followed up by establishing a pension scheme within the scheme founded by the parties, and again the enterprise may withhold an amount of the

employee's gross pay equal to the contribution to the pension scheme stipulated in the collective agreement (the sum of the agreed employee's and employer's contributions).

3. OFFSET

Where an enterprise is already meeting its pension obligations in accordance with the collective agreement, no changes shall be made to the total of 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 enterprise makes use of its offset facility under the collective agreement.

4. PHASING IN OF PENSION

A. Future members of Dansk Erhverv Arbejdsgiver who have joined the Shop Workers' Collective Agreement no later than three months after becoming a member may opt to phase in the pension scheme under the following conditions. However, this excludes enterprises which HK HANDEL required to join the collective agreement before they became a member of Dansk Erhverv Arbejdsgiver.

B. The pension scheme shall be phased in as follows:

No later than three months after becoming a member of Dansk Erhverv Arbejdsgiver, but with effect from the first of a month, 25 per cent of the pension contribution applicable on this date shall be paid.

One year after joining, the pension contribution shall be increased to 50 per cent of the pension contribution applicable on this date.

Two years after joining, the pension contribution shall be increased to 75 per cent of the pension contribution applicable on this date.

Three years after joining, the pension contribution shall be increased to the pension contribution stipulated in the collective agreement.

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

C. The manner in which the phase-in is to take place shall be specified in each case when an enterprise joins the collective agreement.

D. The agreement on pension schemes within the collective agreement shall apply.

5. CONDITIONS OF ENTITLEMENT TO A PENSION

All employees shall have a pension scheme in place once the following conditions have been met:

The scheme covers employees who have reached the age of 20, but not trainees. However, trainees in the retail training programme step 2 (retail manager), cf. section 1(5) in Executive Order no. 475 of 26/04/2019, who have reached the age of 20 on 1 July 2020, are entitled to pension.

The employee must have been employed continuously for three months at one or more enterprises covered by the collective agreement. This length of service requirement is set aside in cases where the employee was already covered by an occupational pension scheme based on a collective agreement when they were hired.

For employees who fulfil the aforementioned conditions, it is also the case that other conditions agreed between the parties 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 goes to the 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 enterprise's pension contributions go to an annuity/early

retirement pension without insurance elements. The enterprise and the employee may enter into an agreement on the enterprise's contribution being paid out as an allowance that does not give entitlement to holiday and which is paid out together with the holiday allowance stipulated in the Danish Holiday Act. When the employee leaves, this will be paid together with the final wage payment. If it has been agreed between the enterprise and the employee that the enterprise's contribution is to be paid together with the holiday allowance, the enterprise may from 1 May 2020 opt to pay the enterprise's pension contribution on an ongoing basis together with the pay as an allowance that does not give entitlement to holiday.

Change as of 1 May 2020:

For employees who reach the retirement age on 1 May 2020 or later, the following applies:

If the employee is still employed after having reached the retirement age, the employee must choose in advance if accrued pension contributions are to continue (if this is possible), or if the pension contribution is to be paid on an ongoing basis as a supplement not entitled to holiday. The insurance cover will cease when the employee reaches the retirement age. If the employee does not make a choice, the enterprise will continue to pay contributions to the pension scheme.

Employees who have reached the age of 60 and are not already covered by a pension scheme will not be enrolled in an occupational pension scheme. The enterprise's pension contribution shall be paid to these employees together with their holiday allowance. From 1 May 2020, the enterprise may choose to pay the enterprise's pension contributions on an ongoing basis together with the pay as a supplement that is not entitled to holiday.

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

Pension for salaried employees – PFA Pension
Sundkrogsgade 4
DK-2100 Copenhagen Ø
Tel.: +45 3917 5000

6. CHANGE OF PENSION PROVIDER

Enterprises covered by the collective agreement that wish to change their pension provider are permitted to do so.

The following conditions shall be met when there is a change of pension provider:

- A ballot on the change of pension provider shall be held among the employees at the enterprise who are entitled to a pension. The enterprise will inform the employees of the details and consequences of any change. If a majority of the votes cast are in favour of a change in provider, then this can take place.
- The conditions set out in the collective agreement for a change of provider must be met.
- The transfer of the employees' deposits in conjunction with a change must take place at no cost to the employees. No deductions may therefore be made from the deposits by either the ceding enterprise or the receiving enterprise.

Please refer to the guidance on page 89 on change of pension provider.

7. FREE-CHOICE ACCOUNT

Please also refer to the rules agreed on the free-choice account, cf. section 2(12).

8. INDEMNITY

Documentation to show that enterprises 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 vouches for this.

9. RISK SURPLUS

Any risk surpluses arising from insurance cover shall be used to adjust the premiums or paid into the funds of those insured.

10. REDEMPTION OF PENSION SCHEME

The pension scheme may only be redeemed if the insured takes up permanent residence abroad. Redemption shall be subject to the applicable tax rules.

Smaller pension funds may be redeemed in accordance with the applicable tax rules. The parties shall agree an upper limit for redemption. As of 1 March 2014, this limit has been set at DKK 8,000.00.

11. ADMINISTRATION COSTS IN COMPANY PENSION SCHEMES

The parties agree that it is important that the administration costs in company pension schemes are reasonable and that the costs should be kept at an appropriately low level. The costs should therefore always correspond to the benefits received by the individual employee/pensioner.

Guidance on change of pension provider – Shop Workers’ Collective Agreement and Salaried Employees’ Collective Agreement For Trade, Knowledge and Service

THE FOLLOWING RULES SHALL APPLY WHEN THERE IS A CHANGE OF PENSION PROVIDER

These rules are the same within the scope of the Shop Workers’ Collective Agreement and Salaried Employees’ Collective Agreement for Trade, Knowledge and Services and apply to those employees who are covered by these agreements.

Enterprises covered by the collective agreement that wish to change their pension provider are permitted to do so. However, this does not apply to enterprises which have previously had pension agreements with FunktionærPension, or which are otherwise covered by the FunktionærPension portfolio in Pension for salaried employees – PFA Pension. Ultimately, enterprises which have already entered into a pension scheme before entering into the collective agreement, and which will therefore be covered by the Pension for salaried employees on entering into the collective agreement, cannot make a change of pension provider unless the parties come to an agreement on this.

The conditions for changing pension provider are:

- A ballot on the change of pension provider shall be held among the employees at the enterprise who are entitled to a pension.
- The enterprise must inform the employees of the details and consequences of any change. If a majority of the votes cast are in favour of a change in provider, then this can take place.
- The conditions set out in the collective agreement for a change of provider must be met. These conditions are that there must be disability and death cover of at least DKK 60,000 and an old age pension.
- The transfer of the employees’ deposits in conjunction with a change must take place at no cost to the employees. No deductions may therefore be made from the deposits by either the ceding enterprise or the receiving enterprise.

It is often the enterprise that takes the initiative to change pension providers, sometimes at the request of the employees. It is important for the employees that the process for changing pension providers should be handled in a satisfactory way.

Consultation committee

If the enterprise has a consultation committee, this must be informed of the enterprise’s plans to change pension providers before the formal process is set in motion.

Who should participate in the ballot?

The ballot shall take in those employees eligible for a pension who are covered by the Shop Workers’ Collective Agreement and Salaried Employees’ Collective Agreement for Trade, Knowledge and Services.

If the enterprise is covered by both the Shop Workers' Collective Agreement and Salaried Employees' Collective Agreement for Trade, Knowledge and Services, a separate ballot shall be held for each agreement.

A list should therefore be produced of employees eligible for a pension who are to take part in the ballot.

In order to be eligible for a pension under the collective agreement, the following conditions must be satisfied on the date of the ballot:

- The employee must have reached the age of 20. Trainees are not generally eligible for a pension. Traineeships entered into after 1 July 2006 in the office and warehouse sector are however eligible for a pension.
- The employee must have been employed continuously for three months at one or more enterprises covered by the collective agreement, unless the employee is already covered by a collective occupational pension scheme upon joining the enterprise.

Information material

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

It is the enterprise's duty to inform the employees of the details and consequences of any change. It may therefore be helpful to produce an overview of the differences between the relevant pension schemes. The information may be drawn up by the relevant pension providers.

The information may be provided in various ways.

The parties recommend that the pension providers should draw up an easily understandable and concise set of information material explaining the advantages and drawbacks of the different products offered by the enterprises. This written material should be supplemented by the provision of a staff meeting at which information is given and employees have the opportunity to ask questions.

Employees should be given a period of at least 14 days to seek advice and guidance before the ballot on a possible change of pension provider is held.

No costs to employees

A change of pension provider must not entail any costs to those insured. This means that changes of pension provider must not involve any deduction from the insured persons' funds. If the "old" pension provider changes a fee for winding up the fund, the enterprise or the new pension provider shall bear the cost of this.

Insurance brokers

Insurance brokers are independent persons or enterprises whose role is to obtain the best possible insurance conditions for their customers. Insurance brokers are the enterprise's advisors.

Where an insurance broker is involved in the change of pension provider, it is recommended that the enterprise should inform employees of how the broker is to be paid. This information can be provided together with the other details given to employees in connection with the change of pension provider.

The ballot itself

There are no rules laid down in the collective agreement for the way in which the ballot should be conducted.

The ballot may therefore be handled in the way the enterprise finds most appropriate.

If there is a request for a secret ballot, the enterprise must consider whether to comply with this request.

If doubts are subsequently raised as to whether the ballot was conducted correctly, the enterprise needs to be able to document this.

The parties therefore recommend that the ballot should be held in writing. The enterprise may establish a ballot committee with one representative from management and one from the staff.

No approval is required.

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

Collective agreement on pension conditions for employees in flex jobs

For collective agreements within the DA/LO area, including accession agreements, which contain provisions on membership of an occupational pension scheme without a prior health assessment, and which do not have and are unlikely later to include special provisions on pension conditions for employees in flex jobs, cf. Danish Act on Active Social Policy or later legislation on flex jobs, the following shall apply:

SECTION 1

Persons who, when employed in flex jobs pursuant to the Danish Act on Active Social Policy or later legislation on flex jobs, are already covered by or members of one or more pension schemes set up as part of an employment relationship may arrange for their pension contributions to go to the pension scheme that they last paid into.

Persons who, when employed in flex jobs pursuant to the Danish Act on Active Social Policy or later legislation on flex jobs, are not already covered by or members of a pension scheme set up as part of an employment relationship or do not wish to pay into an existing pension scheme may arrange for their pension contributions to go to the pension scheme specified in the collective agreement. These persons shall be admitted to the pension scheme specified in the collective agreement in accordance with the conditions of insurance in place at the date of admission.

SECTION 2

Provisions in collective agreements and other agreements pursuant to these on special pension provisions for flex job holders shall take precedence over this agreement.

SECTION 3

Where there is any disagreement on exercising the rights laid down in this agreement, this shall be handled according to the normal rules of industrial disputes and employment law.

SECTION 4

This agreement shall take effect from 1 March 2003.

The agreement may be terminated by giving six months' notice to 1 January any year. If one of the organisations desires any changes to the agreement, it shall inform the other party of this six months prior to termination, whereupon negotiations shall be entered into without recourse to arbitration in order to reach a consensus and so avoid termination of the agreement.

If the negotiations on a renewal after prior termination are not completed by 1 January of the year in question, the agreement shall apply even though the termination date has been exceeded, until the current collective agreements are replaced by new ones, and it shall then lapse when the new collective agreements enter into force.

Framework agreement on harassment and violence

Agreement on implementing the framework agreement on harassment and violence at work
HK HANDEL and Dansk Erhverv Arbejdsgiver have entered into 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 shared responsibility to work to prevent harassment and violence at work, and to follow up on any instances where employees, managers or employers are subjected to bullying, harassment and violence.

The aim of the agreement is to increase awareness and knowledge of bullying, workplace harassment and violence and to provide an action-oriented framework to identify, prevent and manage problems of bullying, harassment and violence at work.

During the period of the collective agreement, the parties will discuss the framework within which problems of bullying, harassment and violence can best be resolved.

The parties intend to develop tools that workplaces can use to prevent and manage bullying and violence. These tools may be developed under the auspices of BAR Handel.

The parties also intend to discuss how knowledge of bullying, harassment and violence can be disseminated to employers, managers and employees.

Fixed-term employment

Agreement on implementing the EU Fixed-term Work Directive (Council Directive of 28 June 1999)

SECTION 1 PURPOSE

Dansk Erhverv Arbejdsgiver and HK HANDEL have entered into the following agreement in order to implement the Council Directive on Fixed-term Work in the Shop Workers' Collective Agreement.

The parties to the collective agreement agree that the existing agreement between the parties does not conflict with the provisions of the above Directive, and that this agreement implements the Directive.

The purpose of the agreement is:

- a. to improve the quality of fixed-term work by ensuring the application of the principle of non-discrimination;
- b. to establish a framework to prevent abuse arising from the use of successive fixed-term employment contracts or relationships.

SECTION 2 SCOPE

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

The agreement shall not apply to:

- a. employees on initial vocational training and apprenticeship schemes;
- b. persons supplied to a user enterprise by a temporary staff agency.

SECTION 3 DEFINITIONS

For the purpose of this agreement:

- a. "a fixed-term worker": means a person having an employment contract or relationship entered into directly between an employer and a worker where the end of the employment contract or relationship is determined by objective conditions such as reaching a specific date, completing a specific task, or the occurrence of a specific event.

- b. “a comparable permanent worker”: means a worker with an employment contract or relationship of indefinite duration, in the same establishment, engaged in the same or similar work/occupation, due regard being given to qualifications/skills.

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

In respect of employment conditions, fixed-term workers shall 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.

SECTION 4 PRINCIPLE OF NON-DISCRIMINATION

The principle of proportionate pay and proportionate rights shall apply to the area covered by the present agreement.

Length-of-service qualifications in the collective agreement between the parties relating to particular conditions of employment shall be the same for fixed-term workers as for permanent workers except where different length-of-service qualifications are justified on objective grounds.

SECTION 5 PROVISIONS ON ABUSE

To prevent abuse arising from the use of successive fixed-term employment contracts or relationships, the renewal of such employment contracts or relationships shall be based on objective circumstances reflecting the situation of the enterprise or the nature of the work or matters specific to the industry or 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 workers covered by the existing collective agreement between the parties.

SECTION 6 INFORMATION AND EMPLOYMENT OPPORTUNITIES

Employers shall inform fixed-term workers about vacancies which become available at the enterprise to ensure that they have the same opportunity to secure permanent positions as other workers.

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

As far as possible, employers should facilitate access by fixed-term workers to appropriate vocational training opportunities to enhance their skills, career development and occupational mobility.

SECTION 7 INFORMATION AND CONSULTATION

Fixed-term workers shall be taken into consideration in calculating the threshold above which workers' representative bodies provided for in national and Community law may be constituted in the undertaking as required by collective agreements, Acts, etc.

As far as possible, the enterprise should give consideration to the provision of appropriate information to existing bodies representing workers about fixed-term work at the enterprise.

SECTION 8 CONCLUDING PROVISIONS

This agreement shall not affect the protection given to fixed-term employees by the existing collective agreement between the parties.

This agreement is subject to more specific community provisions.

Disputes in relation to this agreement shall be handled according to the normal rules of industrial disputes and employment law.

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 on fixed-term work until another agreement takes its place or the Directive is amended. The parties agree that there should be no recourse to arbitration in connection with this implementing agreement.

Agreement on the understanding of the Agreement on implementing the EU Fixed-term Work Directive (Council Directive of 28 June 1999)

Dansk Erhverv Arbejdsgiver and HK HANDEL have entered into negotiations on implementing the Council Directive on fixed-term work.

In the course of the negotiations, it was agreed that both temporary employees and agency staff are covered by the Shop Workers' Collective Agreement in its entirety, including the rules on working hours. However, it is agreed that working time schedules for both full-time and part-time employees adopted for a period of less than 16 weeks should organise working hours as an average over the number of weeks for which they are employed, as this group cannot be covered by a 16-week plan. With this exception, the general provisions of section 1 on working hours shall apply to temporary employees and agency staff.

It is also agreed that rights to e.g. extra holiday days, maternity/paternity pay, continuing training, child's first day of illness, etc. acquired after 6/9 months' service shall be acquired regardless of whether the length of service has been achieved via several continuous fixed-term employment periods or relationships.

Persons supplied to a user enterprise by a temporary staff agency are not covered by the above.

Trade union representatives

Trade union agreement on the dismissal of trade union representatives etc.

The parties have agreed that section 8(8) of the National Collective Agreement for Shop Workers also applies to members of HK HANDEL who have been elected as trade union representatives or working environment representatives, members of the European Works Council employed in Denmark and board members and substitutes elected by employees at the enterprises where the national collective agreement for shop workers has not entered into force.

Agreement on regional trade union representatives

Voluntary agreements on regional union representatives may be entered into between the enterprise and the employees where specifically agreed between HK HANDEL and Dansk Erhverv Arbejdsgiver.

RIGHT TO STAND FOR ELECTION

The same rules apply to the right to stand for election as a regional trade union representative as under the general rules for trade union representatives.

HOW CAN A REGIONAL TRADE UNION REPRESENTATIVE BE ELECTED?

The unionised employees in the region can elect a regional union representative from their number.

Where a regional union representative is elected, the election of the existing trade union representatives in the relevant region will lapse.

ELECTION AS A REGIONAL UNION REPRESENTATIVE

The rules in the collective agreement on the election of trade union representatives also apply to the regional trade union representative.

TASKS, OBLIGATIONS AND DISMISSAL OF THE REGIONAL UNION REPRESENTATIVE

The rules in the collective agreement on the tasks and obligations of trade union representatives also apply to the regional union representative.

The rules in the collective agreement on the dismissal of trade union representatives also apply to the regional union representative.

TERMINATION

Corporate agreements on regional trade union representatives may be terminated by either side giving six months' notice.

TIME OFF FOR UNION REPRESENTATIVE DUTIES

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

Training etc.

Agreement on the skills development fund

1. PURPOSE

The purpose of the HK Handel Skills Development Fund is to provide for the development of employees' skills in order to maintain and enhance the competitiveness of enterprises 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.

With a view to further increased efforts in this area, the parties have established the HK Handel Skills Development Fund, which is intended to provide grants for employees to attend skills development activities of their choice.

With this agreement, the parties wish to create a dynamic basis for the use and administration of resources that the parties agree to allocate according to section 7(1), point d of the Shop Workers' Collective Agreement. The aim is for these resources to be used for the benefit of employees' employment opportunities, in both the short and the long term. At the same time, the competitiveness of the retail sector should be promoted in the best possible way.

2. TIME OFF FOR TRAINING

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

Employees with a minimum of nine months' service shall be given an annual entitlement to two weeks' time off for self-selected training relevant to their employment within the scope of the collective agreement.

This time off may be used, for example, for training at both basic and advanced levels, for both general and vocational continuing training and to take part in an assessment of prior learning in the public sector and relevant private-sector schemes.

Pilot scheme:

Employees who enrol on a vocational training programme leading to a technical qualification within the retail sector, cf. section 7(1), point e of the collective agreement, may apply to www.kompetencefonde.dk for assistance with course fees, transport, any course materials and reimbursement for lost earnings for the completion of the planned training for up to five weeks a year in the period in which vocational training is undertaken by agreement with the enterprise.

It is a condition of support from the skills development fund that the employee should also apply for an adult education (VEU) grant or for state educational support for adults.

Workers employed in enterprises that administer their own skills development fund resources – and only in connection with an agreement on vocational training that leads to a vocational qualification – may also apply to the skills development fund for support.

It is agreed that the above is a pilot scheme applicable only in the period of the collective agreement. The pilot scheme will therefore lapse on 28 February 2023.

3. GRANT

A. The enterprise shall pay a sum equal to DKK 400.00 per year per full-time employee covered by the collective agreement. For part-time employees, this amount shall be reduced pro rata.

B. Basis for calculation

The contribution shall be calculated from the number of employees covered by the Shop Workers' Collective Agreement.

C. Employees covered by the Shop Workers' Collective Agreement can apply for a grant according to the rules set out below.

4. HK HANDEL SKILLS COMPETENCE FUND

A. The parties to the collective agreement have established a jointly-owned scheme to administer the contributions made according to section 3. The specific guidelines for this are laid down in the statutes of the skills development fund. The parties shall be equally represented on the board of the fund.

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

- the administration and collection of contributions;
- guidelines for allocation, cf. point d;
- accounts etc., as the fund's accounts are subject to auditing;
- the determination and collection of VEU contributions, where this task is transferred to the parties in the labour market.

The board of the fund can also define guidelines for reporting of skills development support administered within the enterprise, in addition to the rules in section 5.

C. Requests for grants

Resources from the fund can be applied for by employees who are employed in an enterprise covered by the Shop Workers' Collective Agreement if the enterprise has not established its own skills development account etc., cf. point (5). Applications shall be forwarded via the enterprise, which will confirm that the employment is covered by the Shop Workers' Collective Agreement and also provide details of the employee's wages.

D. Application

Within the financial capacity of the fund, the Skills Development Fund may provide grants for employees' training activities covered by section 7(1), points c, d and e of the Shop Workers' Collective Agreement.

E. It is a condition of eligibility for a grant that the enterprise does not pay all or part of the employee's wages during the training.

The resources may be used for

- grants for external training costs (course fees and materials, travel costs, etc.)
- grants to cover part of employees' lost wages during training, up to an amount that, together with any public reimbursement of lost wages, makes up 85 per cent of personal pay excluding shift allowance.

In allocating support, a reasonable balance should be sought among the different occupational groups covered by the collective agreement in relation to the payments made.

5. SKILLS DEVELOPMENT SUPPORT ADMINISTERED WITHIN THE ENTERPRISE

A. Member enterprises that themselves wish to administer the training resources may administer and pay out the resources mentioned in point a of section 3. The enterprise must have established a training committee and have at least 80 employees covered by point b of section 3.

B. If the requirement laid down in point a is no longer satisfied, the enterprise will be covered by section 4 with effect from the next calendar year. Any residual balance from the enterprise's skills development account shall be transferred to the HK Handel Skills Development Fund.

C. Local budgets and plans

The enterprise shall take steps to ensure that high-level budgets and priorities for the use of skills development account resources are established in consultation with employees.

It is the enterprise's training committee that establishes the criteria for awarding grants. Grants may only be paid according to the rules given in point d of section 4. Grants cannot therefore be given for training that the enterprise decides to provide under section 7 of the Shop Workers' Collective Agreement.

The planning should take account of the possibility of awarding grants for both skills development aimed at qualifying employees for other functions within the enterprise and skills development to enhance the individual employee's qualifications and opportunities for employment within the scope of the collective agreement.

Where agreed locally, the skills development account may be used for other training when the employee leaves the enterprise.

D. Allocation

Employees can apply for a grant within the limits of point c. The training committee bears the overall responsibility for the criteria for allocating resources, cf. point c. It is a prerequisite for allocating a grant that resources must be available in the skills development account. The training committee may decide that resources should be collected in the account for use in future training activities. Unless otherwise agreed, any unused resources in excess of one year's payments shall be transferred to the HK Handel Skills Development Fund. The enterprise's training manager shall assess whether the application meets the criteria and falls within the budgets defined by the training committee, and shall allocate grants on this basis. If a grant is refused, the employee is entitled to receive a written explanation of the reason for this, and the trade union representative may ask to have the matter examined as an industrial dispute following consultation with the training committee. The matter cannot however be referred for industrial arbitration.

E. Administration

The enterprise shall ensure that its skills development account is kept topped up. The enterprise's audit function shall certify, along with the annual report, that resources have been allocated and used or transferred in accordance with these rules. The enterprise'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 9, including any industrial arbitration.

Once a year, enterprises that manage their own skills development funds may withdraw an administration contribution for the enterprise corresponding to the calculated administration percentage for the HK Handel Skills Development Fund for the financial year in question. This withdrawal may take place when the HK Handel Skills Development Fund's financial statements are completed and approved.

Employees who are representatives in the enterprise's training committee are permitted one day off per year to participate in an ERFA meeting held by HK HANDEL. The employee shall be compensated for lost wages and receive reimbursement for transport expenses from the enterprise's skills development fund.

6. OTHER COLLECTIVE AGREEMENT AREAS

- A.** Dansk Erhverv Arbejdsgiver may decide to allow other collective agreement areas or other enterprises to be included in the scheme established under section 3. The accounting shall be separate so that resources from one area cannot be used in another.
- B.** Enterprises that follow the provisions in the Shop Workers' Collective Agreement without being members of Dansk Erhverv Arbejdsgiver, e.g. in accession agreements, shall pay into the HK Handel Skills Development Fund. The board of the fund may order these enterprises to pay a cost-based administration charge for the processing of applications from these enterprises and their employees. The board of the fund shall ensure that payments into and out of the fund from these enterprises and to their employees are kept separate from the point of view of accounting from the resources of member enterprises of Dansk Erhverv Arbejdsgiver.

7. DOUBT REGARDING INTERPRETATION

If there is a discrepancy between the contents of the collective agreement and the Agreement on the Skills Development Fund, the latter shall take precedence.

8. BASIC CONDITIONS OF THE SCHEME

If the Danish Parliament adopts rules in the period of the collective agreement that impose additional payment obligations or other obligations in the area of continuing training on the parties to the collective agreement, member enterprises and/or employees, the present agreement shall lapse.

Agreement on derogations from the Agreement on the skills development fund

An agreement has been made to deviate from the Agreement on the Skills Development Fund that forms part of the collective agreement in the following areas:

1. The condition in the agreement requiring six months' service for entitlement to time off for self-selected training, cf. section 2(2) of the agreement, shall not apply in the period of the collective agreement. There is therefore no length of service requirement in the collective agreement period.

However, the right to self-selected training does not apply during the notice period, cf. section 7(1), point d, paragraph 2, and trainees' right to support for training outside working hours, cf. section 6(1), point k, where the length of service requirement of six months is upheld.

2. The condition in the agreement stating that grants to cover part of employees' lost wages during training cannot exceed an amount that, together with any public reimbursement of lost wages, makes up 85 per cent of the personal pay, cf. section 4 of the agreement, shall be amended in the collective agreement period so as to cover 100 per cent of personal pay.

The agreement shall apply in the collective agreement period and shall lapse without further notice on 28 February 2023.

Agreement on handling failure to report to/pay into the Dansk Erhverv Arbejdsgiver and HK HANDEL skills development fund

In the current scheme, Kompetencefonde.dk is responsible for collecting contributions to the HK Handel Skills Development Fund ("the skills development fund") on behalf of the trade unions. Kompetencefonde.dk sends letters to the enterprises explaining how reporting and payment should be handled.

FAILURE TO REPORT

Based on reports to Kompetencefonde.dk from Dansk Erhverv Arbejdsgiver, Kompetencefonde.dk notifies the enterprises that they are required to report via kompetencefonde.dk. If the enterprise does not report, Kompetencefonde.dk reminds the enterprise twice before forwarding details of the lack of reporting to Dansk Erhverv Arbejdsgiver. Kompetencefonde.dk supplies details of the failure to report to Dansk Erhverv Arbejdsgiver 14 days after sending the second reminder.

On receipt of these details from Kompetencefonde.dk, Dansk Erhverv Arbejdsgiver has six weeks to ensure that the enterprise reports to Kompetencefonde.dk.

After this deadline, Dansk Erhverv Arbejdsgiver will forward a list of enterprises that have still not reported to the skills development fund to HK HANDEL in accordance with the reminder procedure from Dansk Erhverv Arbejdsgiver.

An organisation meeting shall be held at the request of either of the parties. This request shall be submitted no later than 14 days after Dansk Erhverv Arbejdsgiver has sent HK HANDEL the list of member enterprises that have not reported.

HK HANDEL will then send the cases to the Danish Trade Union Confederation (FH) with a view to convening a joint meeting.

FAILURE TO PAY

Based on reports to Kompetencefonde.dk, Kompetencefonde.dk sends a bill to the enterprise. If the enterprise does not pay, Kompetencefonde.dk reminds the enterprise twice before forwarding details of the failure to pay to Dansk Erhverv Arbejdsgiver. Kompetencefonde.dk supplies details of the failure to pay to Dansk Erhverv Arbejdsgiver 14 days after sending the second reminder.

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

After this deadline, Dansk Erhverv Arbejdsgiver will forward a list of enterprises that still have not paid into the skills development fund to HK HANDEL in accordance with the reminder procedure from Dansk Erhverv Arbejdsgiver.

An organisation meeting shall be held at the request of either of the parties. This request shall be submitted no later than 14 days after Dansk Erhverv Arbejdsgiver has sent HK HANDEL the list of member enterprises that have not reported.

HK HANDEL will then send the cases to the Danish Trade Union Confederation (FH) with a view to convening a joint meeting.

Agreement on the imposition of fines

Dansk Erhverv Arbejdsgiver and HK HANDEL have agreed the following system of fines in cases concerning the skills development fund, where reporting/payment has not taken place before the case was passed to HK HANDEL:

- Failure to report or delayed reporting to the skills development fund
- Failure to pay or delayed payment of contributions

	1st time	2nd time	3rd time	Subsequent times
Failure to report				
Out of court fine	DKK 2,000	DKK 4,000	DKK 6,500	Same

Failure to pay Out of court fine	Min. DKK 2,000 or 20 per cent	Min. DKK 4,000 or 20 per cent	Min. DKK 6,500 or 20 per cent	Same
Failure to report Fine agreed at joint meetings	DKK 3,000	DKK 5,500	DKK 8,250	Same
Failure to pay Fine agreed at joint meeting	Min. DKK 3,000 or 25 per cent	Min. DKK 5,500 or 25 per cent	Min. DKK 8,250 or 25 per cent	Same

The reference period for repeated instances is the preceding three years.

The present agreement enters into force on 1 January 2012 for cases of failure to report/pay from the 2012 payment and reporting year onwards. Either party may terminate the agreement by giving three months' notice, but no earlier than the end of the collective agreement period beginning on 1 March 2012.

Agreement on joint training and cooperation activities

With a view to strengthening continuing vocational education and cooperation in the retail sector, the parties have established a scheme involving outreach training ambassadors/party consultants.

The training ambassadors/party consultants shall:

- Visit enterprises which fall under the collective agreement and inspire more continuing vocational training activity.
- Contribute to skills assessment and advise on the planning of specific training opportunities.
- Inform, guide and inspire in order to promote cooperation between enterprises.

The training ambassadors/party consultants shall work together closely, and each organisation shall hire the necessary staff.

The agreement is valid for the duration of the collective agreement.

The board of the Training and Cooperation Fund for Retail will set the detailed rules for the scheme, including the training ambassadors'/party consultants' tasks and terms and conditions of employment.

The parties agree that the scheme will be financed by the Training and Cooperation Fund.

A budget shall be set for each of the three years that the activity will run. The budget shall be approved by the parties to the collective agreement.

Agreement on training committees etc. (self-administration of skills development funds)

The parties have agreed that self-administration of skills development funds shall be permitted on the following conditions:

REPRESENTATION

A joint training committee for which employees can elect representatives shall be established at enterprises that self-administrate.

In the event that employees in the enterprise have elected a trade union representative, this person is a member of the training committee. At enterprises with several trade union representatives, these must decide amongst themselves who shall be the representative(s) for the area covered by the collective agreement.

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

The parties agree that where a consultation committee exists, the training committee may constitute a sub-committee of this.

JOINT ADMINISTRATION

Joint administration may take place between one of several other skills development funds in the areas of the collective agreement, on the condition that HK HANDEL is represented in the training committee.

Only representatives representing employees covered by collective agreements with “self-administrated” skills development funds can participate in the decision process for 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 HANDEL – to request organisation meetings if the representative is of the opinion that there is a division 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 agreed qualification improvement

Employees are entitled to qualification improvement up to full university education level (60 ECTS credits) over a period of three years. This means that they are free to enrol on a training course lasting no more than 12 weeks, corresponding to 10 days of leave per academic module of 10 ECTS credits.

Conditions of this improvement include:

- The training course having been agreed with the employer
- The employee exercising their right to no more than six years of self-selected training, accumulated in the two years (years 1 and 2) before the training starts and is completed (years 3, 4 and 5)
- The 10 days of self-selected training earned in the year following a completed university training course (year 6) shall also be considered to have been used in connection with the training course
- The employee will receive their usual wages during training and course fees, materials, etc. will be covered as is customary for self-selected training

To the extent the use of the skills development fund, cf. this agreement, creates a lot of pressure on the fund's resources, the parties agree that the Board of Directors will set limits on its use for this purpose.

The enterprise can apply to the skills development fund for 100 per cent salary compensation for such agreements, assessed when calculating grants for self-selected training, offset by the State Educational Support for Adults scheme. This also applies to self-administrating enterprises.

The board of the skills development fund shall determine the recommended academic course on the basis of the existing positive list.

The board of the skills development fund may recommend adjustments to the agreement during the collective agreement period.

It is agreed that the above is a pilot scheme applicable only in the period of the collective agreement. The pilot scheme will therefore lapse on 28 February 2023.

Agreement on phasing in contributions to the Training and Cooperation Fund

Members of the Dansk Erhverv Arbejdsgiver who, three months after joining at the latest, have adopted the collective agreement may require that contributions to the Training and Cooperation Fund for the Retail Area are not contributed until one year and six months after joining.

The beginning of the contribution must be specified in each case in connection with the joining of the collective agreement.

Agreement on professional recognition

An employee who has not completed the retail training programme may be recommended for professional recognition in HK HANDEL and Dansk Erhverv Arbejdsgiver provided the following conditions have been fulfilled:

1. The employee has been employed within the scope of the collective agreement for at least six years.
2. The employee has been employed in job functions corresponding to skilled shop work for at least four years. Skilled shop work is defined in detail by HK HANDEL and Dansk Erhverv Arbejdsgiver based on e.g. the targets for trainees of the retail training programme.
3. The employee indicates his or her intent to complete qualifying training at a higher level than the mandatory retail training programme. The training is agreed with the enterprise. HK HANDEL and Dansk Erhverv Arbejdsgiver will prepare a positive list of training programmes that give access to apply for professional recognition.
4. The employee is entitled to up to three weeks of time off to achieve professional recognition within the scope of the collective agreement.

The costs for training are paid by the HK Handel's Industry Competence Development Fund.

During the period in which the employee is working towards a professional recognition, no other time off will be permitted for continuing vocational training.

Professional recognition can also be achieved by the employer in question and the enterprise's trade union representative recommending the employee towards HK HANDEL and Dansk Erhverv Arbejdsgiver. If a trade union representative has not been elected at the enterprise, the employee in question and the employer will make the recommendation to HK HANDEL and Dansk Erhverv Arbejdsgiver.

Based on the recommendation, HK HANDEL and Dansk Erhverv Arbejdsgiver will then decide whether the employee fulfils the conditions for granting professional recognition.

Final professional recognition is achieved from the time when the employee has completed and passed the agreed training. The training must be completed and passed within a period of two years from the time when HK HANDEL and Dansk Erhverv Arbejdsgiver have informed that the above conditions for professional recognition in points 1-3 have been fulfilled. When the training has been completed and passed, HK HANDEL and Dansk Erhverv Arbejdsgiver are notified and they will then submit a certificate of achievement of professional recognition to the enterprise and the employee. From the next pay period after having received the certificate the employee is paid according to the rate for skilled workers of the collective agreement.

The agreement takes effect on 1 May 2020.

The pilot scheme will expire on 28 February 2023.

Foreign workers

Agreement on the code for agreements with foreign workers

It is agreed that it may be appropriate for the enterprise to take care of housing, transport, etc. for foreign workers during their stay in Denmark.

It is also agreed that these workers should be able to enter into a voluntary agreement with the enterprise for the purchase of services in connection with the employment relationship, and that in the parties' understanding, making the employment conditional on the workers entering into any such agreement would constitute a breach of the collective agreement.

It is further agreed that these workers, after entering into a voluntary agreement with the enterprise for the purchase of services, shall be able to terminate the agreement by giving one month's notice to the end of a month, unless a different, shorter notice period has been agreed.

Where member companies of Dansk Erhverv Arbejdsgiver enter into such voluntary agreements with their foreign workers, the parties have agreed that the natural thing is for payment for these services to be deducted from their wages.

When using foreign subcontractors, the parties to the collective agreement recommend that enterprises covered by the collective agreement inform the trade union representative before using foreign subcontractors to perform work at the enterprise's locations in Denmark and submit all relevant background information about the subcontractors, e.g. the work they are to perform and the expected duration of the work.

Agreement on pay conditions for posted employees covered by the collective agreement

This agreement applies to foreign companies that have acceded to the Shop Workers' Collective Agreement in relation to employees who are covered by the Shop Workers' Collective Agreement.

Based on a principle of equal treatment, the pay for posted employees covered by the collective agreement must be determined according to the provisions on pay in the collective agreement.

Compensation received by posted employees to cover actual costs in connection with the posting, for example travel, board and lodging, cannot be included in pay according to the collective agreement and the employee costs of the posting enterprise.

Posting supplements that have not been paid as compensation for the employee's costs in connection with the posting are included in the pay according to the collective agreement and the total employee costs of the posting enterprise.

If no further details or clarification have been provided about whether a service has actually been paid as compensation for costs in connection with the posting or as a posting supplement, the entire service is regarded as being paid as compensation for costs, cf. Article 3(7) of the Directive on the Posting of Workers.

Agency staff

Agreement on information relating to the use of temporary agency staff

Where an industrial dispute case regarding temporary agency employees is initiated against a temporary staff agency that has not adopted a collective agreement (and is therefore covered by the Danish Temporary Agency Workers Act), the user enterprise 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 enterprise informed the temporary staff agency it must comply for the work functions carried out by the agency staff at the enterprise.

This provision does not change the fact that only temporary staff agencies which have adopted the collective agreement are responsible for ensuring that the collective agreement etc. is observed in relation to agency staff.

The user enterprise is not responsible for any breach of contract on the part of the temporary staff agency, only for ensuring compliance with the duty of disclosure.

The current agreement entered into force on 1 March 2014 and applies to cases raised after this date.

Agreement on temporary agency staff

This agreement is a supplement to the collective agreement, and thus also applies in full to agency staff.

The following deviations from the general rules of the collective agreement shall apply with respect to the accrual by temporary agency staff of length of service etc.

1. PENSION

The rules below replace section 4(3), points 1 and 2:

A pension is paid to agency staff who either have reached the age of 20 and been in paid employment for the same agency for a total of at least 1,443 hours during the past three years, or have reached the age of 20 and are covered by an occupational pension scheme based on a collective agreement from a previous employment relationship.

A pension is also paid to agency staff who have reached the age of 20 and been in continuous employment for three months at one or more enterprises covered by the collective agreement.

2. PENSION PROVIDER

The rules below supplement the rules on pension providers in section 4(4) of the collective agreement:

Provided there is agreement between the temporary staff agency and the member of agency staff, an agreement may be drawn up for the pension contribution to be paid into a different scheme within the DA/LO area instead. The purpose of this is so that the temporary staff member can maintain a previously established occupational pension scheme.

3. CHILDBIRTH

The rules below replace section 5(4), point b:

Agency staff who, on the expected date of delivery, have been in paid employment with the same temporary staff agency for at least 1,443 hours within the past three years, or who have completed nine months' service, are entitled to maternity pay from four weeks before the expected date of delivery (pregnancy leave) and up to 14 weeks after the birth (maternity leave). An employee who gives birth at a later date than expected by the doctor/midwife is thus only entitled to pay during pregnancy leave for up to four weeks.

Adoptive parents who have been in paid employment with the same temporary staff agency for at least 1,443 hours within the past three years, or who have completed nine months' service, are paid until 14 weeks after the child enters their custody.

The pay corresponds to the wages that the individual would have received during this period. The amount includes the maximum rate of state benefit laid down in legislation.

Under the same conditions, benefits are paid during paternity leave for up to two weeks.

If the period between two temporary posts for the same temporary staff agency exceeds 12 months, all previously accrued service will lapse.

4. CHILDBIRTH/PENSION

The rules below replace the rules on length of service in section 5(4), point e, for the accrual of entitlement to additional pension contributions during maternity leave:

During the 14-week period of maternity leave, the additional pension contributions specified in section 5(4), point e, are paid for agency staff who, on the expected date of delivery, have been in paid employment with the same temporary staff agency for at least 1,443 hours within the past three years, or who have completed nine months' service at the temporary staff agency.

If the period between two temporary posts for the same temporary staff agency exceeds 12 months, all previously accrued service will lapse.

5. EXTRA HOLIDAY DAYS

The rules below replace section 5(2), point a:

Agency staff who have been in paid employment with the same temporary staff agency for a total of at least 1,443 hours within the past three years, or who have nine months' continuous service in the temporary staff agency, are entitled to five extra holiday days.

If the period between two temporary posts for the same temporary staff agency exceeds 12 months, all previously accrued service will lapse.

6. CHILDREN'S ILLNESS

The rules below replace section 5(5), point a:

Temporary agency staff who have been in paid employment with the same temporary staff agency for at least 962 hours within the past three years, or who have completed six months' service at the temporary staff agency, are entitled to time off with pay when the time off is necessary to take care of the employee's sick child at home or children under the age of 14.

If the period between two temporary posts for the same temporary staff agency exceeds 12 months, all previously accrued service will lapse.

7. CHILDREN'S ADMISSION TO HOSPITAL

The rules below replace section 5(6), point a:

Agency staff who have been in paid employment with the same temporary staff agency for a total of at least 1,443 hours within the past three years, or who have nine months' continuous service in the temporary staff agency, are granted time off when it is necessary in connection with admission to hospital, including when the admission takes place wholly or partly at home. The rule applies to children under the age of 14.

If the period between two temporary posts for the same temporary staff agency exceeds 12 months, all previously accrued service will lapse.

8. WORK DISPUTES

When HK HANDEL has informed the temporary staff agency in writing that an enterprise is involved in a legal labour dispute, the temporary staff agency must not supply a labour force to the retail area of this enterprise to carry out work affected by the dispute.

9. STATE BENEFIT RULES

Temporary staff agencies must, when giving work to or signing up agency staff, encourage these to find more information on the rules for state benefit for when they are not working.

10. REIMBURSEMENT OF TRANSPORT COSTS

Reimbursement of transport costs is agreed between agency staff and temporary staff agencies.

11. DISPUTES RELATING TO THE QUALITY OF WORK CARRIED OUT BY AGENCY STAFF

In the event of any disputes between the temporary staff agency and user enterprise regarding the quality of work carried out by agency staff, the member of agency staff is always entitled to the agreed wage.

12. AFFILIATE AGREEMENT

The parties recommend that the temporary staff agency supplies an affiliate agreement to the member of agency staff as soon as possible after the member of agency staff starts at their first temporary post for the temporary

staff agency. The Confederation of Danish Enterprise has prepared a standard affiliate agreement that the Confederation of Danish Enterprise members can download from www.danskerhverv.dk.

If the temporary staff agency is obliged to prepare proof of employment in accordance with the Danish Employment Contract Act, this affiliate agreement and a job confirmation letter shall constitute the member of agency staff's proof of employment.

13. FREE-CHOICE ACCOUNT

The temporary staff agency may choose to pay the applicable percentage rate, cf. section 2(12), to the member of agency staff together with payment of wages on an ongoing basis. It is an express requirement that this amount should appear separately on the member of agency staff's wage slip.

14. DURATION OF TEMPORARY POSTS

The parties recommend that the temporary staff agency, to the extent possible, offers temporary posts of a duration reflecting the agreement entered into between the temporary staff agency and the user enterprise.

In the event of an extension of the temporary post, the parties also recommend that the temporary staff agency, insofar as possible, informs the member of agency staff of the extension before the end of the period initially agreed.