

2014/2017

---

**NATIONAL COLLECTIVE AGREEMENT**

Collective agreement  
for the IT sector  
between  
Dansk Erhverv Arbejdsgiver and  
HK/Privat

Translation - not legally binding

In case of uncertainties in the translation, the Danish original version will take precedence

# CONTENTS

<b>PREFACE</b> .....	<b>6</b>
<b>SECTION 1. SCOPE OF THE IT WORKERS' COLLECTIVE AGREEMENT</b> .....	<b>7</b>
<b>SECTION 2. WORKING HOURS</b> .....	<b>8</b>
<b>SECTION 3. FIXED PART-TIME EMPLOYMENT</b> .....	<b>9</b>
<b>SECTION 4. OVERTIME WORK</b> .....	<b>10</b>
1. Payment .....	10
2. Time off in lieu .....	10
<b>SECTION 5. PAY</b> .....	<b>11</b>
1. Determination of pay .....	11
2. Flexible wage account .....	12
3. Calculation of pay for incomplete months .....	14
<b>SECTION 6. PENSION AND HEALTHCARE SCHEME</b> .....	<b>14</b>
1. Pension rates .....	14
2. Basis for calculation .....	14
3. Conditions of entitlement to a pension .....	15
4. Healthcare scheme .....	15
5. Certain insurance benefits for trainees .....	16
<b>SECTION 7. YOUNG PEOPLE UNDER 18</b> .....	<b>16</b>
<b>SECTION 8. TEMPORARY EMPLOYEES AND AGENCY STAFF</b> .....	<b>17</b>
<b>SECTION 9. TERMINATION</b> .....	<b>17</b>
1. Salaried employees .....	17
2. Non-salaried employees .....	17
3. Time off for guidance .....	18
<b>SECTION 10. ABSENCE DUE TO ILLNESS AND PARENTAL LEAVE</b> .....	<b>18</b>
1. Illness .....	18
2. Child's first day of illness .....	18
3. Children's illness/admission to hospital .....	18
4. Childbirth (pregnancy, adoption and leave) .....	19
5. Time off due to force majeure .....	22
<b>SECTION 11. HOLIDAY</b> .....	<b>22</b>
<b>SECTION 12. EXTRA HOLIDAY DAYS</b> .....	<b>22</b>
<b>SECTION 13. RULES FOR TRADE UNION REPRESENTATIVES</b> .....	<b>23</b>
1. General remarks .....	23
2. How can a trade union representative be elected? .....	23
3. Election as trade union representative .....	24
4. Tasks of the trade union representative .....	25
5. Remuneration of elected trade union representatives .....	26
6. Trade union branches and notices .....	26
7. Access to IT and the Internet .....	27
8. Dismissal of a trade union representative .....	27

<b>SECTION 14. WORKING ENVIRONMENT .....</b>	<b>28</b>
<b>SECTION 15. DA/LO DEVELOPMENT FUND .....</b>	<b>29</b>
<b>SECTION 16. CONTINUING TRAINING AND SKILLS DEVELOPMENT .....</b>	<b>29</b>
1. Training and skills development.....	29
2. Planning of skills development.....	30
3. Payments to Skills Development Fund.....	30
4. Sector- or company-relevant continuing vocational training.....	30
5. Self-selected training.....	31
6. Prior learning development .....	32
<b>SECTION 17. TRAVEL ARRANGEMENTS .....</b>	<b>32</b>
<b>SECTION 18. PENSION PHASE-IN OVER THREE YEARS IN CONNECTION WITH INSOURCING AND OUTSOURCING .....</b>	<b>32</b>
<b>SECTION 19. SETTLEMENT OF DISPUTES .....</b>	<b>33</b>
1. Organisation meeting.....	33
2. Industrial arbitration .....	34
3. Dismissal Board .....	34
4. General questions.....	35
5. Term .....	35
<b>SECTION 20. CREATION OF IT WORKERS' COLLECTIVE AGREEMENT ...</b>	<b>35</b>
1. Conditions.....	35
2. Procedure .....	35
3. Joining.....	35
4. Transposition of collective agreements .....	36
5. Special provisions .....	36
<b>SECTION 21. DISPUTE LIMITATION .....</b>	<b>36</b>
<b>SECTION 22. DURATION OF THE COLLECTIVE AGREEMENT .....</b>	<b>37</b>
<b>PROOF OF EMPLOYMENT.....</b>	<b>37</b>
Agreement on proof of employment.....	37
<b>WORKING ENVIRONMENT .....</b>	<b>38</b>
Agreement on health checks for night work.....	38
<b>WORKING HOURS.....</b>	<b>38</b>
Agreement on teleworking.....	38
Agreement on the implementation of the Working Time Directive (Council Directive of 23 November 1993) .....	40
Agreement on the implementation of the Directive on part-time work (Council Directive of 1 July 1996 on part-time work) .....	41
Agreement on retirement scheme .....	44
Agreement on out-of-hours arrangements.....	45
<b>ELECTRONIC DOCUMENTS .....</b>	<b>46</b>
Agreement on electronic documents .....	46
<b>TRAINEES.....</b>	<b>46</b>
Agreement on pay and working conditions for trainees .....	46

<b>ABSENCE</b> .....	<b>51</b>
Agreement on holidays .....	51
<b>ENTRY INTO FORCE AND TERMINATION OF COLLECTIVE AGREEMENTS</b> .....	<b>54</b>
Agreement on demarcation of IT workers' collective agreement .....	54
<b>LOCAL AGREEMENTS</b> .....	<b>54</b>
Agreement on non-standard agreements .....	54
Agreement on local agreements.....	54
Agreement on organisation meetings in connection with settlement of disputes .....	55
<b>EQUAL PAY</b> .....	<b>55</b>
Agreement on the implementation of the Danish Equal Pay Act .....	55
<b>PAY</b> .....	<b>59</b>
Agreement on shift allowances .....	59
<b>PENSION</b> .....	<b>59</b>
Agreement on pension phase-in over three years .....	59
Agreement on pension schemes .....	60
Agreement on changing pension provider .....	61
<b>FRAMEWORK AGREEMENTS</b> .....	<b>62</b>
Agreement on the implementation of the Framework agreement on harassment and violence at work .....	62
<b>FIXED-TERM EMPLOYMENT/WORK</b> .....	<b>63</b>
Agreement on the implementation of the Directive on fixed-term work .....	63
<b>FOREIGN WORKERS</b> .....	<b>66</b>
Agreement on the code for agreements with foreign workers .....	66
<b>TRAINING</b> .....	<b>66</b>
Agreement on handling omitted reporting/payment to the Skills Development Fund.....	66
Agreement on the skills development fund.....	68
Agreement on derogations from the Agreement on the Skills Development Fund.....	72
Agreement on staff appraisals .....	73
Agreement on qualification improvement .....	73
Agreement on Training and Cooperation Fund .....	74
Agreement on training committees etc. (self-administration of skills development funds) .....	74
Agreement on training and cooperation activities .....	75
<b>WELFARE</b> .....	<b>76</b>
Agreement on welfare .....	76
<b>AGENCY STAFF</b> .....	<b>82</b>
Agreement on information relating to the use of temporary agency staff.....	82
<b>INDEX</b> .....	<b>83</b>



## **PREFACE**

Denmark must be a world champion in business understanding, intercultural competence, innovation management and learning. We therefore need to arm ourselves to develop our workplaces and companies, right from the concept stage, market research and technological development, through design and production, to logistics, sales and service. We have to live by our global insight and ability to take new knowledge and technology from all over the world and give it a user-friendly design, everything we understand to be good business acumen and user-driven innovation.

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

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

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

## **SECTION 1. SCOPE OF THE IT WORKERS' COLLECTIVE AGREEMENT**

### **1.**

This collective agreement covers IT companies whose primary business area is in IT sales, development and/or operation within the IT sector.

### **2.**

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

The following examples can be given of job descriptions in the sector:

- a. Entering data directly on IT systems via a terminal.
- b. Operating IT systems, servers and their peripherals.
- c. Monitoring IT systems, servers, Internet and networks, securing production, including making backups, responsibility for the appropriate operation and utilisation of IT production equipment.
- d. Operation planning, production and data control.
- e. Design and analysis, programming, implementation, troubleshooting and software/Internet documentation.
- f. Installing, customising and implementing third-party software, including working on operating systems.
- g. Project management, project definition and project implementation.
- h. Advice, hotline and user service in connection with the use of IT.
- i. Data library work, Internet, web, multimedia and database administration.
- j. Working on and responsibility for IT security and IT security implementation.

3.

Employees who work for companies whose primary business area comes under subsection (1) and falls within the occupational scope of the Salaried Employees' Collective Agreement for Trade, Knowledge and Service entered into between Dansk Erhverv Arbejdsgiver and HK/Privat and HK HANDEL are also covered exclusively by this IT workers' collective agreement.

4.

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

## SECTION 2. WORKING HOURS

1. The normal weekly effective working time comprises up to 37 hours.

2.

The working hours are set locally at the individual company taking into consideration the interests of the employee and the company.

3.

The working hours of both full-time and part-time employees can be arranged using varying 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 4, 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 hours.

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.

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 company. 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 company and employee may agree to another day off being granted.

9.

The company or employees can each request negotiation of the rules concerning working hours with a view to concluding a local agreement on working hours as a supplement to the rules in this collective agreement. Both the company and the employees can ask for the parties to be involved. If agreement is not reached in these negotiations, the general rules on working hours in this provision will

apply.

## **SECTION 3. FIXED PART-TIME EMPLOYMENT**

1.

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

2.

When a full-time employee continues to work at the company as a part-time employee, their pay is calculated as indicated above, but in relation to the individual's previous pay.

3.

The normal working hours (duration and timing) are agreed in each individual case for part-time employees when they are first employed. Any change to these normal working hours may be made only by giving notice as provided for in the Danish Salaried Employees Act, though for non-salaried employees by notice, cf. section 9(2). In exceptional cases, it may however be agreed that part-time employees will take on extra work and overtime.

4.

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

5.

If a part-time employee works in excess of the agreed working hours, such additional hours are paid at the individual's normal hourly rate, though such that, for part-time employees who are covered by working hours planning over 26 weeks, time worked in excess of 45 hours per week should be paid with an overtime supplement, cf. section 4, even if the average standard weekly working hours for the period have not been exceeded, cf. section 2(3).

6. Extra hours worked by part-time employees are pensionable.

7.

Part-time employees who work eight hours per week or less are not covered by the Danish Salaried Employees Act.

## **SECTION 4. OVERTIME WORK**

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

Overtime is 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 2 and 3, 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 is agreed between the company and the individual employee, normally at one week's notice. The time off shall where possible be granted as full or half days off and taken within two months of working the overtime.

## **SECTION 5. PAY**

### **1. Determination of pay**

**A.**

Pay shall be agreed directly between the company 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. The parties recommend that the company should set a date for the annual pay reviews, including when any pay adjustment will be calculated from. The parties recommend that the special requirements of the IT sector should be taken into account when personal pay is negotiated.

**B.**

The pay should reflect the employee's effort, qualifications, ability, flexibility and work at specific times, the contents and responsibilities of the post, and any training received.

**C.**

Pay systems may be introduced in the individual company with the aim of enhancing the company's competitiveness and development and also employee development.

**D.**

An employee is entitled to request negotiations with the company where the pay differs significantly from the starting level for comparable groups of employees at the company or comparable companies 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 setting wage levels, agreements may be concluded on function-based pay, taking due account of 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 4.

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

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.

## **2. Flexible wage account**

### **INTRODUCTION**

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

### **DEPOSITS**

1.3 per cent of the holiday entitlement pay shall be deposited in the flexible wage account. As of 1 March 2015, 1.7 per cent of the holiday entitlement pay shall be deposited in the flexible wage account. As of 1 March 2016, 2.0 per cent of the holiday entitlement pay shall be deposited in the flexible wage account.

### **EXTRA HOLIDAY DAYS AND PENSION**

Each year in March, if the employee has accrued extra holiday entitlement by that time, the employee may choose by means of written notification to the company whether to convert one or more of the extra holiday days in the next holiday year to a deposit in the flexible wage account rather than taking them as holiday. An extra holiday day can be converted into 0.5 per cent of the holiday entitlement pay.

All savings deposits placed in the flexible wage account contain holiday pay and also holiday allowance for the deposit.

Employees who are entitled to an occupational pension under the rules of the collective agreement when making their decision can inform the company each year in March that all or part of the savings deposit to the flexible wage account is to be paid into the pension scheme in the next holiday year. The company 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 company 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.

### **REDEMPTIONS**

Employees can opt to redeem an amount from their flexible wage account via their wage payment by way of time off, e.g. holiday, extra holiday days or days off under the collective agreement, but no more than twice a year.

The employee shall notify the company when a redemption transaction is to be made from the account. Notice shall be given no later than the 10th of the month in which the redemption is to take place. It is the employee who decides the size of the redemption, but amounts larger than the current balance can never be paid out.

### **SURPLUS SAVING WITH THE FLEXIBLE WAGE ACCOUNT**

If there is a surplus in the flexible wage account at the end of the holiday year, the amount is carried over to the next holiday year for redemption then.

If the employee leaves, the flexible wage account is settled and any surplus paid together with the last wage payment from the company.

#### **LOCAL AGREEMENTS**

With the assistance of the trade union representative, the company can enter into agreements on redemption, including an agreement that amounts can be redeemed without the employee taking time off. A local agreement cannot, however, be entered into for the balance in the flexible wage account to be redeemed regularly with the other pay.

### **3. Calculation of pay for incomplete months**

#### **A.**

When the pay for individual days is to be calculated for a person who has joined or left the company 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 5(3), point a, does not imply that deductions should be made when an employee on function-based pay has time off in lieu as part of the agreement on function-based pay.

## **SECTION 6. PENSION AND HEALTHCARE SCHEME**

### **1. Pension rates**

#### **A.**

The total pension contribution will be 12 per cent of the pay-as-you-earn wages, cf. subsection (2).

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

Company	8.0 per cent
Employee	4.0 per cent
Total	12.0 per cent

#### **2.**

#### **Basis for calculation**

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

- Employer contributed pay during adult education
- Holiday pay, monthly-paid workers and those similar to salaried workers
- Holiday pay, hourly-paid workers
- Shift allowance
- Flexible wage account
- Bonuses (although not birthday or commemorative bonuses, etc.)
- Pay during parental 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
- With effect from 1 May 2014: Holiday allowance

### **3. Conditions for entitlement to a pension**

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

a. The scheme covers employees who have reached the age of 18.  
However, the age requirement for trainees is 20 years.

b.  
The employee must have been employed continuously for three months at one or more companies 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.

c. The employee must not have reached the age of 67.

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

e.  
For employees who have reached the age of 60 when the pension obligation of the collective agreement comes into force, any existing pension arrangement will be carried over; otherwise, a temporary annuity pension will be set up.

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 company's pension contribution shall be paid to these employees together with their specific holiday pay according to section 23(2) of the Danish Holidays with Pay Act, or, if they leave the company, together with the holiday pay according to section 24 of the Danish Holidays with Pay Act.

Unless otherwise indicated in the Agreement on pension schemes, cf. page 60, or the Agreement on changing pension provider, cf. page 61, the pension scheme shall be set up with:

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

#### **4. Healthcare scheme**

**A.**  
Employees with nine months' continuous paid employment in the same company who are employed on average for more than eight hours a week are covered by a preventive healthcare scheme.

**B.**  
The scheme shall, as a minimum, include interdisciplinary treatment by a chiropractor, physiotherapist, zone therapist and masseur treating work-related injuries.

**C.**  
The company shall pay in a sum equivalent to DKK 400.00 per year per full-time employee covered by the scheme.

#### **5. Certain insurance benefits for 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 company's choice, just as Dansk Erhverv Arbejdsgiver is entitled to set

up a group life insurance type scheme.

The costs of the scheme are paid by the company.

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

The parties agree that the current 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 7. YOUNG PEOPLE UNDER 18

1. All young people under 18 are paid as follows:

	1 March 2014 DKK/month	1 March 2015 DKK/month	1 March 2016 DKK/month
Minimum wage	9,918.00	10,071.00	10,239.00

2.

For part-time employees and temporarily employed young people under 18, wages are calculated pro rata.

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

3.

From the first day of the month in which the employee reaches the age of 18, wages are paid according to the rules in section 5.

## SECTION 8 TEMPORARY EMPLOYEES AND AGENCY STAFF

Temporary employees and agency staff hired for a period of no more than one month, cf. section 2(4) of the Danish Salaried Employees Act, are paid in accordance with section 5.

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

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

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

## SECTION 9. TERMINATION

### 1. Salaried employees

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

### 2. Non-salaried employees

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

In the first three months after 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 company'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.

### **3. Time off for guidance**

With effect from 1 May 2014, employees whose employment is terminated due to restructuring, cut backs, company closures or other circumstances on the part of the company are entitled to time off with pay of up to two hours, as soon as possible following termination, allowing for the needs of the company's operations, to receive guidance from an unemployment insurance fund/trade union.

In the event of larger rounds of dismissals, the company and HK/Privat through Dansk Erhverv Arbejdsgiver may contact the other party with the intention of agreeing that guidance for the members of these organisations, under the same conditions, may be carried out at the company instead.

## **SECTION 10. ABSENCE DUE TO ILLNESS AND PARENTAL LEAVE**

### **1. Illness**

A. The company shall be informed of illness as soon as possible.

B. The company may request documentation.

The parties recommend that a sick leave form ("Solemn declaration") approved by the parties should be used in the case of absence due to illness.

C.

The issuing of a doctor's note cannot be requested until the illness has lasted for more than three days. A doctor's note can also be requested for frequent absences lasting one or two days. The company will pay for the doctor's note in accordance with current legislation.

### **2. Child's first day of illness**

A.

Employees with at least six months' service with the company 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, and only until another childcare solution can be arranged, and can extend no longer than the child's first day of illness. The company may request documentation, e.g. in the form of a solemn declaration.

### **3. Children's illness/admission to hospital**

A.

Time off is granted to employees who have been continuously employed at the company for six months when it is necessary for the employee to stay in hospital together with a child under the age of 14.

B.

This time off applies solely to the guardian and the total maximum entitlement to time off is one week per child within a 12-month period.

C.

The employee shall produce documentation of the hospital stay when requested to do so.

D.

Full pay is paid in the form of sick pay during the illness.

**E.**

If the employee is entitled to state benefit, the company takes over this entitlement.

**4. Childbirth/maternity leave (pregnancy, adoption and leave)**

**A.**

Please refer to the applicable legislation.

**B.**

The company 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 have completed nine months' service on their expected date of delivery.

Adoptive parents who have completed nine months' service when they take custody of the child are paid from four weeks before the child enters their custody until 14 weeks after the child enters their custody in so far as they are entitled to leave during the period under section 8 of the Danish Act on Entitlement to Leave and Benefits in the Event of Childbirth (Parental Leave Act).

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

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

**C.** The company pays parental leave for up to 11 weeks.

Of these 11 weeks, each of the parents is entitled to take four 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 either to the father or the mother.

The payment in these 11 weeks corresponds to the wages that the individual would have received during this period, although no more than DKK 140.00 per hour.

The 11 weeks must be taken within 52 weeks of the birth.

Unless otherwise agreed, the employee shall give three weeks' advance notice out of consideration for the payroll department when the employee wishes to take their paid leave. There is thus no change to 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 will be less, the payment to the employee is reduced accordingly.

**D.**

As of 1 July 2014, the company pays parental leave for 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 is not made.

The payment for the remaining three weeks is made either to the father or the mother.

The payment in these 13 weeks corresponds to the wages that the individual would have received during this period, although no more than DKK 145.00 per hour.

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

Unless otherwise agreed, the employee shall give three weeks' advance notice out of consideration for the payroll department when the employee wishes to take their paid leave. There is thus no change to 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 will be less, the payment to the employee is reduced accordingly.

The changes will affect employees with children for whom parental leave will begin on 1 July 2014 or later.

#### **E.**

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

<i>Leave periods:</i>	<i>Pay commitment:</i>
Pregnancy leave	4 weeks with full pay
Parental leave	14 weeks with full pay
Paternity leave	2 weeks with full pay

Parental leave no later than week 52

11 weeks with full pay, up to max. DKK 140.00 per hour. Of these 11 weeks, each of the parents is entitled to payment for four 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 either to the father or the mother.

For parental leave beginning on 1 July 2014 or later the following applies:

<i>Leave periods:</i>	<i>Pay commitment:</i>
Pregnancy leave	4 weeks with full pay
Parental 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, up to max. DKK 145.00 per hour. 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 either to the father or the mother.

#### **F.**

During the 14 weeks of childbirth/maternity leave, an extra pension contribution is paid for employees with nine months' service at the expected date of delivery.

The total pension contribution will be DKK 1,680.00.

The company's contribution is DKK 1,120.00 and the employee's contribution DKK 560.00.

As of 1 July 2014 the total pension contribution will be DKK 2,040.00 a month. The company's contribution will be DKK 1,360.00 a month and the employee's contribution DKK 680.00 a month.

A pro rata contribution is paid for part-time employees.

## **5. 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 11. HOLIDAY**

1. The Danish Holidays with Pay Act applies.

### **2.**

Where there is no complete shutdown for the holidays, the company 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. Main holiday

### **3.**

Please refer to page 51 of the agreement on holidays for information on the possibility of transferring holiday from one holiday year to another.

### **4.**

The company can use the holiday card approved by the parties instead of the holiday account system. Dansk Erhverv Arbejdsgiver guarantees that the money will be in place.

## **SECTION 12 EXTRA HOLIDAY DAYS**

### **1.**

Employees who have been continuously employed by the company for nine months are entitled to five extra holiday days.

### **2.**

The extra holiday days are converted to and taken as hours within the holiday year.

3. The extra holiday days are paid in the same way as absence due to illness.

### **4.**

The extra holiday days are allocated according to the same rules as outstanding holiday, cf. the Danish Holidays with Pay Act. However, notice to take extra holiday days in a notice period cannot be given following the company's dismissal of the employee.

### **5.**

If the extra holiday days are not taken before the end of the holiday year, the employee can, within three weeks, make a 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.

### **6.**

Holiday pay and holiday allowance on wages are not paid on extra holiday days or compensation for these.

### **7.**

Regardless of any job change, no more than five extra holiday days can be taken in each holiday year.

### **8.**

When someone leaves, the company shall provide a written record of how many extra holiday days/extra holiday hours the employee is due. The employee who has left can bring a claim for compensation for extra holiday days not taken in the period from 1 May to 30 September.

## **SECTION 13. RULES FOR TRADE UNION REPRESENTATIVES**

### **1. General remarks**

Companies within the scope of the collective agreement are varied, and local requirements in terms of job content and forms of cooperation differ. The rules for trade union representatives have been designed to allow for this.

It is important that there should be a good, trusting relationship between management and employees, and the trade union representative is key to that relationship.

Hitherto, trade union representatives have been the employees' mouthpiece, but in line with developments in work tasks and forms of working the demands on trade union representatives have changed, and in future trade union representatives will be a dialogue partner and sounding board for the company to a greater extent.

### **2. How can a trade union representative be elected?**

#### **A. AT LEAST SIX UNIONISED EMPLOYEES**

At any company that has a collective agreement, and also at departments or branches in separate locations that are covered by a collective agreement either independently or together with the main firm, the unionised employees can elect from among themselves someone to be their trade union representative in relation to the management.

#### **B. UP TO FIVE UNIONISED EMPLOYEES**

At companies where five or fewer unionised employees are employed within the scope of the collective agreement at every single workplace, however, a trade union representative can only be elected if the parties agree, and this agreement may only lapse if also agreed to by the parties.

#### **C. AT LEAST 20 UNIONISED EMPLOYEES**

At companies which employ 20 or more unionised employees within the scope of the collective agreement at every single workplace, a substitute trade union representative can be elected to serve during prolonged absences of the ordinary trade union representative due to illness, holiday, course attendance or similar reasons.

The substitute shall fulfil the same conditions for election as the trade union representative, cf. subsection (3). 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.

#### **D.**

At companies where at least 50 employees are employed at every single workplace, there shall be local discussions on the trade union representative structure if one of the parties at the company so wishes. If agreement cannot be reached, the parties to the collective agreement may be involved.

#### **E.**

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

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

### **3. Election as trade union representative**

**A.** The trade union representative and any substitute trade union representative, who may be a part-time employee if special circumstances so dictate, are elected from among the unionised, established and skilled employees who have been employed at the company concerned for at least a year. At companies where there are fewer than five employees with at least one year of service, this

number is supplemented with the unionised employees who have worked there the longest. A trainee or young worker cannot be elected as a trade union representative.

**B.**

At a company 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.**

Protection of each trade union representative commences when their election is brought to the attention of the management. The election is not, however, valid until it has been approved by the trade union and Dansk Erhverv Arbejdsgiver has been notified.

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

**E.**

Any objection from the management's side to the election shall reach HK no later than 14 days after receipt of the notification of the election.

**F.**

The parties agree that as many as possible of those entitled to vote should take part in the election of the trade union representative.

**G.**

With its approval, the trade union guarantees that all those entitled to vote will have the opportunity to take part in the election.

#### **4. 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 management, 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, it should be resolved directly with the management.

In matters concerning pay and working conditions, the trade union representative can, when so desired, present complaints or requests to the management.

Should the trade union representative not be satisfied with the management's decision, the trade union representative can ask the trade union to handle the case, but it is the duty of the trade union representative and their colleagues to continue to work without interruption until decided otherwise by the organisation's leadership.

**C.**

The execution of the trade union representative's tasks shall take place in such a way that it causes as little disruption 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.

**D.**

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.

**E.**

The parties recommend that a newly elected trade union representative who did not go on the course for trade union representatives prior to the election should complete such training as soon as possible after being elected.

**F.**

The wage progression of the trade union representative may not be stopped as a result of their position in the trade union.

## **5. Remuneration of elected trade union representatives**

### **A.**

Trade union representatives elected in accordance with subsection (3) will receive an annual fee which is divided into four and then paid quarterly. The fee is paid as compensation for the trade union representative taking on this role outside of their working hours.

**B.** The fee 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 fee is no longer paid.

**D.** The fee will be as follows:

Trade union representatives with an electorate of up to 49 people will receive an annual fee of DKK 8,000.

Trade union representatives with an electorate of 50 to 99 people will receive an annual fee of DKK 15,000.

Trade union representatives with an electorate of 100 people or more will receive an annual fee of DKK 30,000.

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

The fee is paid from the Training and Cooperation Fund for the Office and Warehouse Sector, cf. the Agreement on the Training and Cooperation Fund, page 74.

HK/Privat is in charge of paying the fee.

## **6. Trade union branches and notices**

### **A.**

If the unionised employees of a company or department thereof form a local union branch, the trade union representative shall be the chairman.

### **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 management will make a room available for the local union branch's meetings.

## **7. Access to IT and the Internet**

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

## **8. Dismissal of a trade union representative**

### **A.**

Where a company finds that there are compelling reasons to dismiss a trade union representative, cf. point b, the company 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 company stand by this termination after the organisation meeting, the notice of termination is 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 has had the opportunity to test the dismissal by 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.**

These rules do not, however, apply if the management legitimately dismisses the trade union representative pursuant to section 4 of the Danish Salaried Employees Act.

**E.**

If the management stands by its dismissal of the trade union representative after the dismissal is acknowledged to be illegitimate by the industrial dispute procedures, the company, in addition to the wages for the notice period, is obliged to pay compensation the amount of which shall depend on the circumstances of the case. This compensation settlement is final, meaning that compensation cannot also be claimed under the rules on unfair dismissal.

**F.**

The question of the legitimacy of a trade union representative's dismissal and the amount of any compensation due to the trade union representative is 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 HK 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.

## **SECTION 14. WORKING ENVIRONMENT**

1. Please refer to the provisions in the working environment legislation.

**2.**

The parties agree that for keyboard work and constant work at VDUs, sufficient rest time for muscles under strain shall be given at regular intervals.

**3.**

At companies where there is no working environment organisation, the trade union representative elected pursuant to section 13 may direct requests or bring complaints to the company which relate to working environment issues.

Where there is a working environment organisation in place, requests or complaints shall be dealt with by the company's working environment organisation.

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.

**4.**

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.

## **SECTION 15. DA/LO DEVELOPMENT FUND**

The company pays DKK 0.40 into the DA/LO Development Fund for every hour worked. With effect from the first wage period after 1 January 2015 the amount will be raised to DKK 0.42 per hour worked. The sum is collected in accordance with the decision of the umbrella organisations.

The fund is used for:

a)

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

b)

Information and training purposes, including for trade union and safety representatives in the DA/LO area.

## **SECTION 16. CONTINUING TRAINING AND SKILLS DEVELOPMENT**

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

### **1. Training and skills development**

With a view to enhancing the skills found throughout the company and also the employees' vocational, general and personal development, it is recommended that the company 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.

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

### **2. 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](http://www.samtalens123.dk), a tool developed by the parties under the auspices of the Training and Cooperation Fund.

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 can have their participation in internal courses and other qualifying activity recorded officially.

The framework and principles for systematic training planning and skills development can be discussed in one or more of the following ways:

- Between the individual employee and the company
-

In collaboration with a training contact appointed from among the employees

- On a joint training committee
- On the cooperation committee

### **3. Payments to Skills Development Fund**

The company shall pay a sum equivalent to DKK 820.00 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, page 68. For part-time employees, this amount shall be reduced pro rata.

### **4. Sector- or company-relevant continuing vocational training**

If the employee attends sector- or company-relevant continuing vocational training, then the employee is entitled to up to two unpaid weeks off work per year, allowing for the needs of the company, once the employee has been in continuous employment at the company for at least six months. Such training activities can include up to one week of internal activities and other forms of systematic skills development that are comparable with external training. Internal courses at which attendance is not compulsory are not regarded as working time.

If the employee has been continuously employed at the same company for one year, the company 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.

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

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

Where the employee attends distance learning classes agreed with the company, it is recommended that when the agreement is reached it be determined whether and to what extent preparation and attendance should take place in working hours or free time.

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

### **5. Self-selected training**

After nine months of employment the individual employee is entitled to two weeks of time off a year – allocated with consideration for the needs of the company – for continuing vocational training of relevance to employment within the scope of the IT workers' collective agreement, provided that there is a commitment for a grant for the training or for the company. As of 1 May 2014, the length of service requirement is reduced from nine months to six months.

*Note:* See also the Agreement on derogations from the Agreement on the Skills Development Fund, in which derogation from the requirement for six months of service is agreed for the collective agreement period of 1 March 2014 to 28 February 2017 inclusive.

With effect from 1 May 2014, employees whose employment is terminated due to restructuring, cut backs, company closures or other circumstances on the part of the company and who have at least six months' service with the company are entitled to an additional week off during the notice period with grants in accordance with the rules in paragraph 1. Under the same condition the employee is also entitled to make use of remaining time off with support from HK Handel's Skills Development Fund for up to two weeks.

The employee is entitled to save the entitlement to time off for self-selected training for up to three years. The oldest weeks must be taken first. This does not, however, apply if the employee's post has been terminated, unless the company and the employee have agreed the period for the training prior to dismissal.

The opportunity to follow long-cycle self-selected training courses is conditional on there being adequate resources in the Skills Development Fund. The current rules also apply to companies which administer their own skills development fund resources, cf. section 5 in the Agreement on the Skills Development Fund, page 68. The saved entitlement to self-selected training cannot be carried over to another job.

Employees can apply to the office and warehouse sector's skills development fund for a training grant. Grants cannot be paid for training

if the employee receives a full or partial wage.

Companies which have training committees and 90 employees can set up a development fund at the company in accordance with the detailed guidelines in the Agreement on the Skills Development Fund, page 68.

## **6. Prior learning development**

The parties agree to promote the assessment of prior learning under the auspices of the training and cooperation fund, including assessment of how internal training initiatives can be evaluated and compared with external training.

## **SECTION 17. TRAVEL ARRANGEMENTS**

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

## **SECTION 18. PENSION PHASE-IN OVER THREE YEARS IN CONNECTION WITH INSOURCING AND OUTSOURCING**

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

The following has been agreed regarding pension phase-in:

No later than three months after the transfer, but with effect from the first of a month, 25 per cent of the pension contribution due at this date shall be paid.

One year after the transfer, the pension contribution shall be increased to 50 per cent of the pension contribution due at this date.

Two years after the transfer, the pension contribution shall be increased to 75 per cent of the pension contribution due at this date.

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

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

It shall be specified in each case when a company joins the collective agreement how the phase-in is to take place.

The agreement on pension schemes within the collective agreement shall apply, page 60.

## **SECTION 19. SETTLEMENT OF DISPUTES**

If a dispute of an industrial nature or relating to legislation on employment and working conditions etc. cannot be resolved locally at the individual company, 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, the main agreement or elsewhere.

Notice should be addressed 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.

### **1. 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 company unless otherwise agreed.

Minutes of the organisation meeting are normally taken.

## **2. Industrial arbitration**

If the dispute is not resolved at the conciliation meeting/organisation meeting and the matter concerns interpretation of the collective agreement or an agreement entered into by the parties, either party can ask for the matter to be decided by industrial arbitration.

The party shall send a proposal for the choice of arbitrator together with the statement of claim.

The answer shall reach the other party within eight weeks of the statement of claim being received. The parties shall agree on a proposed arbitrator no later than when an answer is submitted and then request the Danish Labour Court to make the appointment. If the parties are unable to reach agreement, the Danish Labour Court shall be requested to appoint an arbitrator.

A date for the industrial arbitration hearing shall then be agreed with the arbitrator. Deadlines for the further exchange of pleadings shall be agreed by the parties and, where relevant, with the arbitrator.

The submission of evidence shall be completed once and for all no later than two days before arbitration takes place, including the parties informing the other party who is to give testimony no later than eight days before arbitration takes place.

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

## **3. Dismissal Board**

Deadlines for commencing proceedings in accordance with section 4(3) of the main agreement for the Dismissal Board (tribunal) can be departed from by agreement between the organisations.

The organisation that finds a case suitable for review before the tribunal can, by agreement with the other organisation, submit the case to the tribunal irrespective of whether the deadline for the case to be heard by the tribunal has been exceeded. Similar agreements can be entered into regarding subsequent pleadings in the case.

## **4. General questions**

For questions of a general nature relating to interpretation of the collective agreement, Dansk Erhverv Arbejdsgiver and HK can request that a meeting be held immediately at Dansk Erhverv Arbejdsgiver's offices so the matter can be discussed. Such a main committee 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.

## **5. Term**

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

# **SECTION 20. CREATION OF IT WORKERS' COLLECTIVE AGREEMENT**

## **1. Conditions**

HK/Privat can only conclude a collective agreement with members of Dansk Erhverv Arbejdsgiver through Dansk Erhverv Arbejdsgiver.

## **2. Procedure**

### **A.**

The collective agreement shall enter into force on the first of the month following the company's acceptance of the collective agreement.

### **B.**

In cases where agreement is reached on special provisions pursuant to subsection (5), agreement shall also be reached on the date of entry into force of the collective agreement.

### **3. Joining**

#### **A.**

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

#### **B.**

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

#### **C.**

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

#### **D.**

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

### **4. Transposition of collective agreements**

A collective agreement between HK and a company which joins Dansk Erhverv Arbejdsgiver shall be replaced from expiry of the collective agreement by this Salaried Employees' Collective Agreement for Trade, Knowledge and Service at the company's discretion, unless the conditions in subsection (5) regarding requirements for special provisions are met.

### **5. Special provisions**

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

## **SECTION 21. DISPUTE LIMITATION**

It is agreed that in the event of any collective industrial action, including secondary disputes, being announced and set up in accordance with the main agreement between DA and LO, collective industrial action cannot be announced and set up for:

Employees whose work involves contributing to vital operation of the company's own or clients' IT systems.

Dispute protection does not apply to:

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

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

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

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

In case of doubt regarding interpretation, the general principles of industrial disputes and employment law apply.

## **SECTION 22. DURATION OF THE COLLECTIVE AGREEMENT**

The collective agreement shall enter into force on 1 March 2014 and apply until one of the organisations gives notice to terminate to 1 March in accordance with the rules in force at any time, but no earlier than 1 March 2017.

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

Copenhagen, March 2014

Dansk Erhverv Arbejdsgiver

HK/Privat

Laurits Rønn  
Michael Kjær

Simon Tøgern

## **PROOF OF EMPLOYMENT**

### **Agreement on proof of employment**

1.

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 Proof of Employment Act).

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

2.

If the proof of employment letter is not received by the employee on time, or if contains errors, the company 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 company. 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 proof of employment letter are then remedied or the missing letter is received within five working days of receipt of the claim at Dansk Erhverv Arbejdsgiver, the company cannot be ordered to pay a fine/compensation unless there are systematic breaches of the provision on proof of employment.

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 company can be ordered to pay a fine/compensation.

3.

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

4.

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

## **WORKING ENVIRONMENT**

### **Agreement on health checks for night work**

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 shall be offered health checks at regular intervals not exceeding two years.

## **WORKING HOURS**

### **Agreement on teleworking**

#### **INTRODUCTION**

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

An agreement on teleworking was concluded at European level in June 2002.

Dansk Erhverv Arbejdsgiver and HK/Privat agree that this renewed framework agreement on teleworking shall form the basis for teleworking within the scope of the IT workers' collective agreement.

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

The purpose of the framework agreement is, among other things, to facilitate the opportunities for using teleworking as a tool to increase flexibility in the organisation of work and create a better balance between work and family life.

#### **FRAMEWORK AGREEMENT ON TELEWORKING**

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

1.

Teleworking means work for which electronic resources are used and where the work is performed away from the company, e.g. at home, but could just as well have been performed at the company.

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

2.

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

3.

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

4.

Agreements on teleworking must comply with the current IT workers' collective agreement.

5.

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

6.

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

7.

The employer must respect the teleworker's right not to have their private life disturbed.

8.

Disputes regarding the interpretation and implementation of the framework agreement shall be decided in accordance with the negotiation rules that apply under the IT workers' collective agreement.

9.

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

10.

The framework agreement respects the joint recommendation of guidelines for good practice agreed between the parties with regard to the Internet and e-mail, and the joint recommendation of guidelines for good practice with regard to TV surveillance.

### **Agreement on the implementation of the 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 have agreed that the above Directive may be deemed to have been implemented in relation to those employees who are covered both by the collective agreement and by the Directive, with the exception of the points below, on which the following is agreed:

a.

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

The 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.

b. 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 in the night-time period or at least half of their annual working hours in the night-time period.

The normal average working hours for night workers, calculated over a 26-week period, may not exceed 8 hours per 24-hour period on average. The weekly day off is not included in this calculation.

In the case of especially 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 8 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.

c.

Any disagreements concerning the present agreement shall be finally decided by industrial arbitration, cf. section 20. The industrial arbitration 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 the present agreement relating to the implementation of the 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.

d.

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

## **Agreement on the implementation of the Directive on part-time work (Council Directive of 1 July 1996 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 Part-Time Directive).

### **SECTION 1      VALIDITY**

This agreement covers part-time workers 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.      THE 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:

1.  
“part-time worker”: a worker 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.
2.  
“a comparable full-time worker”: a full-time worker in the same company having the same type of employment contract or relationship, who is engaged in the same or similar work/occupation. Due regard being given to other considerations which may include length of service and qualification/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.

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 a length of service, time worked or earnings qualification.

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 subsection (1).

### **SECTION 5.      OPPORTUNITIES FOR PART-TIME WORK**

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 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 workers about part-time work in the company.

#### **SECTION 6. ENTRY INTO FORCE**

The agreement enters into force on 20 January 2001.

#### **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 agreement 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 Part-Time Directive.

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

#### **SECTION 9. INDUSTRIAL DISPUTE PROCEDURES**

Where there is any disagreement on access to the rights laid down in the present 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 22 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**

As of 1 October 2012, the local parties can make it possible by means of a written local agreement for the company and the individual employee to agree upon a retirement scheme according to the following guidelines:

a.

The employee and the company may agree upon reduced working hours. Based on the individual's wishes and the company's operational needs, the parties themselves shall determine the specific form of the reduction in working hours, e.g. longer continuous periods away from work, a fixed reduction in weekly working hours or some other approach.

b.

Retirement schemes may be established for employees from five years before the retirement age in effect at any given time.

c.

In connection with such a reduction in working hours, the employee and the company may opt to convert regular pension savings in the form of pension contributions paid by the employer and payments into the flexible wage account for use to offset wage cuts resulting from the reduction in working hours. The conversion will not affect the basis for calculation laid down in the collective agreement, so it is cost-neutral to the company, and the parties agree that the converted sums do not entitle the employee to any holiday pay. Changes can be made to the established conversion by agreement between the employee and the company.

The parties also agree that the employee and the company can 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. Within three weeks after the end of the holiday year, the employee may apply for any extra holiday days not taken to be saved up instead of paid for, cf. section 12(5). The value of these may be paid out together with other deposits into the flexible wage account in connection with a retirement scheme. This scheme may be inserted into the text of the above collective agreement, provided that the monies saved can be safeguarded in the event of bankruptcy. Where it is certain that LG will cover the accumulated funds, Dansk Erhverv Arbejdsgiver will be able to cover the credit by way of the holiday pay guarantee.

### **Agreement on out-of-hours arrangements**

If on-call shifts and work in continuous operation are introduced, negotiations shall be opened locally. Either party can ask for the parties to the collective agreement to be involved.

### **CONTINUOUS OPERATION**

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

The working hours for the third shift can be shorter.

### **ON-CALL SHIFTS**

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

On-call shifts can be planned in a variety of ways. The following are examples of shift types:

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

Travelling time may, if appropriate, be counted as working time.

## **ELECTRONIC DOCUMENTS**

### **Agreement on electronic documents**

The companies can with effect of discharge supply holiday cards, 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.

The wage slip can be used as a holiday card in the ongoing employment relationship. When the employee leaves, holiday cards are issued in accordance with the applicable rules.

Where the companies wish to make use of this option, the employees shall be given three months' advance notice of this unless otherwise agreed. After the notice has expired, employees who are unable to use the electronic solution can receive the documents

concerned by contacting the company.

## TRAINEES

### Agreement on pay and working conditions for trainees

#### 1. SCOPE

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

#### 2. FORMAL REQUIREMENTS

The training agreement shall be signed by the company 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 company is approved as a training centre for the relevant training area.

If the trainee is under 18, the agreement shall 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 Orders on Wholesale and Office Training Programmes.

No later than the end of the probationary period, the company's training manager should draw up a written training plan in conjunction with the trainee in accordance with the goals of the placement. The training plan should be signed by both parties.

#### 3. PROBATIONARY PERIOD

The probationary period for trainees is three months.

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.

During the probationary period, the training agreement may be cancelled by either party without giving notice and without assigning a reason.

#### 4. MINIMUM PAYMENT RATE – TRAINEES

	1 March 2014 DKK/month	1 March 2015 DKK/month	1 March 2016 DKK/month
1st year	10,273.00	10,468.00	10,667.00
2nd year	11,463.00	11,681.00	11,902.00
3rd year	12,611.00	12,851.00	13,095.00
4th year	13,662.00	13,921.00	14,186.00

The specified wage rates are minimum payment rates, and higher rates may be agreed individually.

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

Trainees who have passed the higher commercial examination programme (HHX), upper secondary school leaving certificate, higher preparatory examination (HF) or higher technical examination programme (HTX) before the start of training are paid a supplement to the aforementioned wages, as follows:

1 March 2014	DKK 815.00/month
--------------	------------------

Trainees who have passed the upper secondary school leaving certificate or higher technical examination programme (HTX) and who enter into a training agreement with a company before they have completed their 18-week placement at business college, cf. section 4 of the current Executive Orders on Education and Training, are entitled to the applicable trainee wage from the time at which the training agreement takes effect.

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

Trainees who, before the start of training, have completed level 1 or 2 of the commercial examination foundation course (HG 1 or HG 2), will be paid at the trainee rate for the second year.

If a training agreement is set to be completed in less than four years, the number of wage rates is reduced accordingly so that the last rates are applicable.

If a training agreement is entered into for e.g. three years and six months, the first six months are paid at the first rate and the remaining years at the second, third and fourth rate respectively.

If a training agreement has been entered into as a partial qualification course from a full apprenticeship, cf. the Executive Orders on Education and Training, the trainee is paid in accordance with the trainee wage rates shown in this section. Trainees are placed on trainee wage rates without any deduction, so trainees finish their training on the pay grade corresponding to the total length of the partial qualification course.

For trainees who do not pass the professional examination, the training agreement may be extended until a new professional examination can be held.

If the failure to pass the professional examination is due to a lack of training in the company, a wage is paid during the extension in accordance with section 5.

## **5. ADULT TRAINING**

If a trainee begins the practical training after reaching the age of 21, the wages are agreed in each individual case on the basis of the individual's previous employment and training. If the trainee or employer so wishes, the wage levels can be agreed with the assistance of the parties.

Trainees who, at the start of the training agreement, have reached the age of 25, and who enter into a customised course of adult education, cf. the Executive Orders on Education and Training, are paid in accordance with the principles of section 5 of the collective agreement.

## **6. ILLNESS, PREGNANCY AND PARENTAL LEAVE**

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

## **7. HOLIDAY AFTER COMPLETED TRAINING**

Trainees are covered by the Danish Holidays with Pay Act.

Should the trainee remain with the company after completing the training, holiday is paid at the relevant wage.

## **8. OCCUPATIONAL INJURIES**

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

## **9. WORKING HOURS – TRAINEES**

The working hours for trainees under the age of 18 are governed by the Danish Working Environment Act and the associated Executive Order from the Danish Ministry of Employment.

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

In exceptional cases, trainees may work during periods outside the normal working hours of the profession, though work carried out outside normal working hours should not exceed the extent that is usual for the profession and within the industry in question.

When evaluating this, employees on function-based pay should be excluded.

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

#### **10. TRAVEL – TRAINEES**

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

Wherever possible the trainee shall use public transport. When public transport is used, the actual expenses incurred will be reimbursed. The cheapest and most appropriate form of travel must be used.

If using public transport leads to unreasonable inconvenience for the trainee, their own means of transport can be used. If the trainee's own transport is used, an allowance is paid for each kilometre driven 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 are given travel grants for travel between their usual residence and the place they are staying. This also applies to travel at weekends and the Easter and Christmas holidays.

#### **11. REIMBURSEMENT OF EXPENDITURE ASSOCIATED WITH COURSES**

The company always pays for the trainee's transport if the company, 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' Trainee Reimbursement Scheme in accordance with the Executive Order in force at any time apply otherwise.

The company reimburses the trainee for expenditure on teaching materials up to DKK 800.00 for the complete training course. The company also reimburses expenses incurred in connection with the professional examination.

If the company registers the trainee with a specific college according to the rules of the Danish Act on Vocational Training on free choice of college, the trainee's expenses for this are paid by the company.

Where the trainee attends a residential business college, the company pays the fees charged by the college for board and lodging as set by the Executive Order applicable at any time.

#### **12. PLACEMENT ABROAD**

Where a placement abroad forms part of the training and is specified in the training agreement or one of its supplements, the Danish company is responsible for training.

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

The Danish company pays for any relocation and travel required for posts abroad.

#### **13. ACCESS TO GRANTS FROM THE SKILLS DEVELOPMENT FUND**

As of 1 May 2014, trainees are entitled to apply for grants from the HK Handel skills development fund after a six-month employment with the same company. 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.

#### **14. TRAINING OFFICER AND TRAINING MANAGER**

The training manager is responsible for ensuring that the practical part of the training course is carried out as set out in the Executive Orders on Education and Training. The training manager may appoint one or more training officers (trainers), who must be qualified on both a professional and personal level to undertake the work of training trainees. The training manager is also responsible for working with the trainee and the college to ensure that the professional examination is completed in accordance with the Executive Order on Education and Training.

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

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

#### **15. DISPUTES**

Attempts shall be made to resolve disputes between trainees and the company by means of negotiation with the assistance of the parties to the collective agreement before any complaint is lodged with the Dispute Board.

#### **16. LENGTH OF SERVICE**

Should the trainee remain with the company after completing the training, the length of service is calculated from the date on which the training started.

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

## **ABSENCE**

### **Agreement on holidays**

This agreement has been entered into pursuant to the Danish Holidays with Pay Act, which came into force on 1 January 2001.

The agreement applies to employment covered by this collective agreement.

The agreement means that the deviations from the Danish Holidays with Pay Act and associated executive order set out below shall apply to the said employment.

#### **1. INDUSTRIAL DISPUTE PROCEDURES**

Disputes concerning the provisions contained within this agreement shall be settled using the industrial dispute system and in accordance with the rules governing it. The parties further agree that disputes concerning other parts of the Danish Holidays with Pay Act can be settled by means of industrial dispute procedures provided that this has been agreed in the individual case.

#### **2. EARNING AND TAKING HOLIDAYS**

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

If a company 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 earns 185 hours of holiday per entitlement year, equivalent to five weeks x 37 hours. Part-time employees earn a proportional number of hours of holiday per entitlement year. An employee who has earned holiday over the course of a full entitlement year is, however, entitled to take at least four weeks of paid holiday.

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 a holiday card scheme is used.

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

### **3. HOLIDAY WITHOUT PAY**

Please refer to section 5(3) of the collective agreement.

### **4. CARRYING OVER HOLIDAY**

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

It is a prerequisite that the agreement be made in writing. The agreement shall be entered into before 30 September after the end of the holiday year. The company 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, holiday over five weeks is paid out. 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 a holiday card has been used.

Dansk Erhverv Arbejdsgiver guarantees holiday carried over to the balance on the holiday card issued by Dansk Erhverv Arbejdsgiver.

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 are otherwise in agreement about this.

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

If, due to illness, parental leave or other legitimate obstacle to holiday, an employee has been prevented from taking holiday, the employee and the company can enter into an agreement on holiday being carried over to the following holiday year. The carrying over of such holiday can be agreed regardless of the number of holiday days otherwise carried over. The agreement shall be entered into according to the same rules as above.

### **5. OFFSETTING HOLIDAY ALLOWANCE**

Holiday allowance of 1 per cent of the entitlement year's pay is paid out no later than at the same time as the corresponding holiday begins. If the holiday allowance is paid out before the holiday begins, this may be offset when the employee leaves.

### **6. HOLIDAY CARD**

Certificate to prove that the employee is entitled to holiday, provided by the validation of the holiday card, possibly electronically. The validation takes place at any time according to the same rules as in the Danish Holidays with Pay Act for validation of holiday account certificates.

Employees validate their holiday card themselves by indicating the holiday days and date the holiday begins. Where the employee receives benefits from an unemployment insurance fund or municipality, the unemployment insurance fund or municipality shall validate the card when the employee takes holiday.

Instead of issuing a holiday card immediately after an employee leaves, the company may decide to issue a holiday card after the end of the entitlement year and no later than 15 March.

In that case, the employee who changes workplace during the course of the entitlement year shall be notified by the company when they leave – possibly on the last wage slip – that they have holiday pay due. The notification shall contain information on the employment period and encourage the employee to inform the company of any change in address. Where the company is not in immediate possession of the employee's address when the holiday card is to be sent, the company is obliged to make an extra effort to locate the employee – possibly by contacting the local HK branch which will assist in the search for the address.

If the employee who is leaving is due holiday pay for the current holiday year, the company will issue a holiday card for the period to date.

## **ENTRY INTO FORCE AND TERMINATION OF COLLECTIVE AGREEMENTS**

### **Agreement on demarcation of IT workers' collective agreement**

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

## **LOCAL AGREEMENTS**

### **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 company or groups of companies and the HK union representative. Before the agreement can enter into force, it must be approved by the parties to the collective agreement.

This agreement is entered into as a trial scheme for the period of the collective agreement and will expire at the end of the period unless the parties agree to make the agreement permanent.

### **Agreement on local agreements**

It may be appropriate for both companies and employees to assess the options for entering into local agreements that are adapted to local conditions in the individual company or in the individual department of a company. Where no trade union representative has been elected, local agreements may be entered with a colleague (spokesperson) who is a member of HK/Privat and has received authority from over half of the members within the scope of the collective agreement at the relevant company, department or work function in which the agreement applies. If no spokesperson has been elected, local agreements may be entered into between the company and a majority of employees and may be terminated on the same basis. Local agreements entered by a majority of employees may also be terminated by – in accordance with the rules above – a subsequently appointed spokesperson or elected trade union representative.

Local agreements may thus be an option for employees in individual companies to enter decentralised agreements (in addition to the individual agreement options between the company and employees provided for in the agreement).

Local agreements may allow the employees' and company's circumstances to be taken into consideration.

For example, local agreements may be used where due regard to a specific operational context is necessary or desirable.

It is agreed that local agreements, unless otherwise agreed, can be terminated with a notice period of three months. The party giving notice is obliged to arrange for local discussions to be entered into before the end of the notice period. If no agreement can be reached during these local discussions, an organisation meeting can be held, if one of the parties so wishes, which must also be held before the end of the notice period. Where applicable, the organisation meeting shall be held at the company unless otherwise agreed.

The question of giving notice to terminate local agreements cannot be taken further than the organisation meeting.

### **Agreement on organisation meetings in connection with settlement of disputes**

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

## **EQUAL PAY**

### **Agreement on the implementation of the Danish Equal Pay Act**

#### **SECTION 1.**

There 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 and indirect discrimination.

(2) Every company 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 sex less favourably than employees of the other sex, 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 company 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. The parties have also agreed, however, that the Equal Pay Board established between Dansk Erhverv Arbejdsgiver and HK/Privat – HK HANDEL can impose fines when there is a breach of the rules on the preparation of equal pay statistics/reports broken down by sex, 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, no demand for a fine may be raised unless there have been fresh breaches of section 6 or there is new information to support the presumption of systematic violations.

(3) Where a disagreement includes elements dealt with under the rules set out in the Cooperation Agreement, cf. section 6(4) below, it can be addressed in its entirety by the Equal Pay Board instead of the Cooperation Board, in accordance with the principle of a single system of sanctions.

#### **SECTION 4.**

An employee is entitled to provide details of his/her own wage level. These details may be passed on to anybody.

#### **SECTION 5.**

A company may not dismiss or suspend an employee, including a staff representative, for any other unfavourable treatment by the company, 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 his/her pay. A company 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 company 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 re-employment. Any re-employment 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.**

A company with at least 35 employees shall draw up annual pay statistics broken down by sex for groups of at least 10 employees of each sex grouped by the 6-digit DISCO code for use in consultation and information to employees on pay differences between men and women at the company. This shall not apply, however, to companies in the agriculture, horticulture, forestry and fishing industries. If the pay statistics broken down by sex are regarded as confidential with respect to the company's legitimate interests, the details may not be passed on.

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

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

*(4)* The company's obligation to draw up pay statistics broken down by sex according to subsection (1) shall lapse if the company enters into an agreement with the employees of the company to produce a report. The report shall contain a description of conditions that have a bearing on the pay of men and women in the company, 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 company's employees and must be handled in accordance with the rules laid down in the Cooperation Agreement. The report must be drawn up by the end of the calendar year in which the obligation to draw up pay statistics broken down by sex was in place.

#### **SECTION 7.**

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

*(2)* If an employee who feels his/her 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 company to prove that the principle of equal treatment has not been violated.

#### **SECTION 8.**

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

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

#### **SECTION 9.**

Infringements of sections 1–5 and section 7(2) of the present implementing agreement may be brought before either the Equal Pay Board set up between DA and LO/the parties or the civil courts. HK/Privat has chosen the forum to be used when a complaint/summons is lodged. Regardless of the choice of forum, the normal possibilities of negotiation shall be exhausted, cf. section 19, introductory paragraph and subsection (1), 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 dispute system, but cf. section 9 of this agreement.

## **PAY**

### **Agreement on shift allowances**

The parties agree that voluntary agreements on the payment of shift allowances can be entered into at companies.

## **PENSION**

### **Agreement on pension phase-in over three years**

1.

The arrangement covers future members of Dansk Erhverv Arbejdsgiver who join the present scheme no later than three months after becoming a member. Excluded from the arrangement are companies which HK required to join the collective agreement before they joined Dansk Erhverv Arbejdsgiver.

2.

These companies can opt to adopt the collective agreement apart from its provisions on pension contributions, where the following has been agreed, cf. subsection (3).

3. 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 due at this date shall be paid.

One year after the transfer, the pension contribution shall be increased to 50 per cent of the pension contribution due at this date.

Two years after the transfer, the pension contribution shall be increased to 75 per cent of the pension contribution due at this date.

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

The company's contribution represents  $\frac{2}{3}$  and the employee's contribution  $\frac{1}{3}$ .

4.

It shall be specified in each case when a company joins the collective agreement how the phase-in is to take place.

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

6.

During the period the parties will gather experiences with the phase-in arrangement with a view to possibly expanding the arrangement to include members of Dansk Erhverv Arbejdsgiver who have been members for more than three months.

### **Agreement on pension schemes**

#### **1. RESPECT FOR EXISTING AGREEMENTS**

Existing company schemes that cover the entire group of employees covered by this collective agreement may take the place of FunktionærPension 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 his/her dependents) with an old-age pension 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 company shall make efforts to ensure that the scheme is modified such that the conditions are satisfied before 1 November 1993. In connection with any future modifications to contribution levels, the company may withhold an amount of the employee's pay equal to the employee's contribution to the pension scheme stipulated in the collective agreement.

Companies 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 companies 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 companies in general in relation to this agreement. However, a company 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 company concerned covers all employees under the collective agreement in that company.

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 his/her pay, shall be respected provided that they can be documented and were entered into before the end of December 1992, and on the following 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 companies 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 company to ensure that a pension scheme is established.

In this connection, the company 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 company'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 company 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 company 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 company's contributions).

## **2. OFFSET**

Where a company is already meeting its pension obligations in accordance with the collective agreement, no changes shall be made to the total of the individual employee's pay and the company's contribution to the scheme as a result of the mandatory pension contribution under the collective agreement, provided that the company makes use of its offset facility under the collective agreement.

### **Agreement on changing pension provider**

Companies covered by the collective agreement that wish to change their pension provider are permitted to do so. However, this does not apply to companies which have previously had pension agreements with FunktionærPension, or which are otherwise covered by the FunktionærPension portfolio in Pension for salaried employees – PFA Pension. Ultimately, companies which have already entered a pension scheme before entering the agreement, and will thus be covered by the Pension for salaried employees upon adoption of the agreement, cannot make a change of pension provider.

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

1.

A ballot on the change of pension provider shall be held among the employees at the company who are entitled to a pension. The company 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.

2.

The conditions set in the collective agreement for a change of provider must be fulfilled.

3.

The transfer of the employees' deposits in conjunction with a change must take place at no cost to the employees. Therefore no deductions may be taken from the deposits by either the ceding company or the receiving company.

4.

If the administration costs charged by the pension provider are increased extraordinarily in relation to general market terms, the parties are agreed that the pension can be moved to an occupational pension chosen by the company, the administration costs of which are in line with general market terms.

## **FRAMEWORK AGREEMENTS**

### **Agreement on the implementation of the Framework agreement on harassment and violence at work**

HK/Privat and Dansk Erhverv Arbejdsgiver have entered into the following agreement to implement the EU framework agreement of 26 April 2007 between BusinessEurope, UEAPME, CEEP and ETUC on harassment and violence at work.

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

The aim of the agreement is to increase awareness and understanding of workplace harassment and violence and to provide an action-oriented framework to identify, prevent and manage problems of bullying, harassment and violence at work. It is agreed that the parties have already drawn up material on dealing with harassment through cooperation in BAR Privat Kontor.

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 under the auspices of the Salaried Employees' Collective Agreement for Trade, Knowledge and Service.

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

The parties also intend to discuss how knowledge of bullying, harassment and violence can be disseminated to employers, managers and employees under the auspices of the Salaried Employees' Collective Agreement for Trade, Knowledge and Service.

## **FIXED-TERM EMPLOYMENT/WORK**

### **Agreement on the implementation of the Directive on fixed-term work**

Implementation of Council Directive 99/70/EC of 28 June 1999 on the framework agreement concerning fixed-term work entered into between EFS, UNICE and CEEP.

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

The parties to the collective agreement agree that:

- 
- the collective agreements between the parties do not conflict with the provisions of the above Directive; and
- the trade union agreement implements the above Directive.

### **SECTION 1. PURPOSE**

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 company by a temporary staff agency.

## **SECTION 3. DEFINITIONS**

For the purpose of this agreement:

a.

“a fixed-term worker”: 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”: 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 company, the comparison shall be made with a full-time worker covered by one of the collective agreements between the parties.

## **SECTION 4 PRINCIPLE OF NON-DISCRIMINATION**

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.

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 company 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 company 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 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, employers should give consideration to the provision of appropriate information to existing workers' representative bodies about fixed-term work in the undertaking.

#### **SECTION 8. CONCLUDING PROVISIONS**

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

This agreement is subject to more specific Community provisions.

Any disagreement concerning the present agreement shall be handled according to the normal rules of industrial disputes and employment law.

The trade union agreement enters into force on 10 July 2002. Cases concerning the interpretation of this agreement that are subject to industrial dispute procedures cannot be brought forward before this date. This does not, however, apply to breaches of collective agreement provisions.

In the event of termination of the collective agreement, the parties are obliged to comply with the provisions of the present agreement relating to the implementation of Directive 99/70/EC of 28 June 1999 on the framework agreement concerning fixed-term work entered into between EFS, UNICE and CEEP 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.

## **FOREIGN WORKERS**

### **Agreement on the code for agreements with foreign workers**

It is agreed that it may be appropriate for the company 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 company for the purchase of services in connection with the employment relationship, and that in the parties' understanding, it would conflict with the collective agreement to make the employment subject to the workers entering into any such agreement.

It is further agreed that these workers, after entering into a voluntary agreement with the company 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.

## **TRAINING**

### **Agreement on handling omitted reporting/payment to the Skills Development Fund**

In the current scheme, Kompetencefonde.dk is responsible for collecting contributions to the skills fund on behalf of the trade unions. Kompetencefonde.dk sends letters to the companies explaining how reporting and payment should be handled.

#### **OMITTED REPORTING**

Based on reports to Kompetencefonde.dk from Dansk Erhverv Arbejdsgiver, Kompetencefonde.dk sends notifications to the companies that they are required to report via Kompetencefonde.dk. If the company does not report, Kompetencefonde.dk reminds the company twice before forwarding details of the lack of reporting to Dansk Erhverv Arbejdsgiver. Kompetencefonde.dk supplies details of the omitted reporting to Dansk Erhverv Arbejdsgiver 14 days after sending the second reminder.

From the receipt of these details from Kompetencefonde.dk, Dansk Erhverv Arbejdsgiver has six weeks to ensure that the company

reports to [Kompetencefonde.dk](http://Kompetencefonde.dk).

After this deadline, Dansk Erhverv Arbejdsgiver forwards to HK/Privat a list of companies that still have not reported to the skills fund after 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/Privat the list of member companies that have not reported.

HK/Privat will then send the cases to the Danish Confederation of Trade Unions (LO) with a view to convening a joint meeting.

#### **OMITTED PAYMENT**

Based on reports to [Kompetencefonde.dk](http://Kompetencefonde.dk), [Kompetencefonde.dk](http://Kompetencefonde.dk) sends a bill to the company. If the company does not pay, [Kompetencefonde.dk](http://Kompetencefonde.dk) reminds the company twice before forwarding details of the failure to pay to Dansk Erhverv Arbejdsgiver. [Kompetencefonde.dk](http://Kompetencefonde.dk) supplies details of the omitted payment to Dansk Erhverv Arbejdsgiver 14 days after sending the second reminder.

From the receipt of these details from [Kompetencefonde.dk](http://Kompetencefonde.dk), Dansk Erhverv Arbejdsgiver has six weeks to ensure that the company pays the amount billed.

After this deadline, Dansk Erhverv Arbejdsgiver forwards to HK/Privat a list of companies that still have not made payment to the skills fund after 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/Privat the list of companies that have not made payment.

HK/Privat will then send the cases to the Danish Confederation of Trade Unions (LO) with a view to convening a joint meeting.

#### **AGREEMENT ON THE IMPOSITION OF FINES**

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

- Omitted or delayed reporting to the skills fund
- Omitted or delayed payment of contributions

	1st time	2nd time	3rd time	Subsequent times
Omitted reporting Out-of-court fine	DKK 2,000	DKK 4,000	DKK 6,500	Same
Omitted payment 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
Omitted reporting Fine agreed at joint meetings	DKK 3,000	DKK 5,500	DKK 8,250	Same
Omitted payment Fine agreed at joint meetings	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 agreement enters into force on 1 March 2012 for cases of omitted reporting/payment from the 2012 payment and reporting year onwards.

Either party may terminate the agreement by giving three months' notice, but no earlier than 28 February 2014.

## **Agreement on the skills development fund**

### **1. PURPOSE**

The purpose of the Office and Warehouse Sector's Skills Development Fund is to provide for the development of employees' skills in order to maintain and enhance the competitiveness of companies in a globalised economy. The purpose of the fund is also to support the development of employees' skills to maintain and enhance their employment opportunities.

With a view to further increasing efforts in this area, the parties have established the Office and Warehouse Sector's Skills Development Fund, which is intended to provide grants for training and skills development in the individual company, including providing 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 16(3) of the IT workers' collective agreement on unused resources from the company's skills initiatives. The aim is for these resources to be used for the benefit of employees' employment opportunities, in both the short and the long term, and to benefit the company's skills development. At the same time, the competitiveness of IT companies 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 agreement has been extended to allow time for self-selected training which is relevant to employment within the scope of the IT workers' collective agreement. A condition of entitlement to time off for training that the company does not consider relevant to the company 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 of up to two weeks' time off for self-selected training that is relevant to their employment within the scope of the collective agreement. As of 1 May 2014, the length of service requirement is reduced from nine months to six months.

This time off may be used, for example, for training at both the 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.

### **3. GRANT**

#### **A.**

The company shall pay a sum equal to DKK 820.00 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 IT workers' collective agreement.

### **4. OFFICE AND WAREHOUSE SECTOR'S SKILLS DEVELOPMENT FUND**

#### **A.**

The parties to the collective agreement have established a jointly-owned scheme to administer the contributions and unused resources calculated 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 take 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 handed over 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 company, 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 a company covered by the IT workers' collective agreement if the company has not established its own skills development account etc., cf. section (5). Applications shall be forwarded via the company, which will confirm that the employment is covered by the IT workers' collective agreement and also provide details of the employee's wages. Companies may also request grants from the fund's resources for use in training and skills development in the individual company.

**D.**

**APPLICATION**

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

•

Grants to cover external training expenses (course fees, course materials, travel costs, if any, 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.

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.

Within the financial capacity of the fund, the Skills Development Fund may also provide grants for companies' skills development. Grants can be requested for, among other things:

•

Skills/training planning

•

Costs associated with external training

•

Costs associated with internal training comparable with external training

•

Training in the form of E-learning

•

Documentation of prior learning and development of methods for this purpose

•

Intellectual capital accounts with the emphasis on employee skills

At least 55 per cent of the fund's resources should be used for self-selected training.

**5. SKILLS DEVELOPMENT SUPPORT ADMINISTERED WITHIN THE COMPANY**

**A.**

Member companies that themselves wish to administer the training resources may administer and pay out the resources mentioned in points a and b of section 3. The company 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 company will be covered by section 4 with effect from the next calendar year. Any residual balance from the company's skills development account shall be transferred to the Office and Warehouse Sector's Skills Development Fund.

**C.**

**LOCAL BUDGETS AND PLANS.**

The company 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. The company's training committee should define the criteria for allocating grants. Grants may only be paid according to the rules given in point d of section 4.

The planning should take account of the possibility of giving grants both for skills development aimed at qualifying employees for other functions within the company and skills development to enhance the individual employee's qualifications and opportunities for employment within the scope of the collective agreement, with the company's general need for skills development also being taken into account.

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

**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 Office and Warehouse Sector's Skills Development Fund. The company's training manager shall assess whether the application falls within the criteria and 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, 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 company shall ensure that its skills development account is kept topped up. The company'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 company's compliance with its obligation to calculate, direct and settle course accounts shall be handled solely according to the rules for handling disputes, cf. section 19, including any industrial arbitration.

**6. OTHER COLLECTIVE AGREEMENT AREAS**

**A.**

Dansk Erhverv Arbejdsgiver may decide to allow other collective agreement areas or other companies 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.**

Companies that follow the provisions in the IT workers' collective agreement without being members of Dansk Erhverv Arbejdsgiver, e.g. in accession agreements, shall pay into the Office and Warehouse Sector's Skills Development Fund. The board of the fund may order these companies to pay a cost-based administration charge for the processing of applications from these companies and their employees. The board of the fund shall ensure that resources from these companies are kept separate in the accounts from the resources of member companies of Dansk Erhverv Arbejdsgiver.

**7. COLLECTIVE AGREEMENT PROVISIONS**

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 companies and/or employees, the present agreement shall lapse.

### **Agreement on derogations from the Agreement on the Skills Development Fund**

It has been agreed to derogate 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 to acquire the right 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 in the notice period, cf. section 16(5), third paragraph, and the trainee's right to support for training outside working hours, cf. point 13 in the Agreement on pay and working conditions for trainees, page 46, which upholds the length of service requirement of six months.

2.

The condition in the agreement to the effect that grants to cover part of employee's 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 2017.

### **Agreement on staff appraisals**

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

The parties undertake to work for the continued roll-out of staff appraisals in companies covered by the collective agreement based on marketing [www.samtalens123.dk](http://www.samtalens123.dk).

The parties also undertake to monitor developments in the roll-out and use of staff appraisals during the period of the collective agreement with a view to evaluating the joint marketing initiative.

The marketing initiative and follow-up will be organised under the auspices of the Training and Cooperation Fund for the Office and Warehouse Sector.

### **Agreement on qualification improvement**

In order to strengthen the skills development of companies and employees, the parties are agreed on an information initiative aimed at improving qualification levels and therefore competitiveness in companies.

The parties will work to increase the roll-out of

- individual skills assessment;
- improvement from unskilled to skilled status; and
- improvement from skilled to higher qualification levels

The initiative and follow-up will be organised under the auspices of the Training and Cooperation Fund for the Office and Warehouse Sector, which will also finance the initiative.

### **Agreement on Training and Cooperation Fund**

The parties have set up a training and cooperation fund for the office and warehouse sector.

The purpose of the fund is:

•

To promote and develop training and qualification levels within the office and warehouse sector with a particular view to ensuring that companies have a qualified workforce.

•

To develop and trial training programmes which do not exist in the traditional education system.

• To finance fees for the trade union representatives.

Please also refer to the fund's statutes as laid down by the parties to the collective agreement.

#### **FINANCING**

The companies shall pay in a sum equivalent to DKK 355.50 per year per full-time employee covered by the collective agreement. This shall be adjusted to DKK 438.00 on 1 March 2015 and to DKK 520.50 on 1 March 2016.

For part-time employees, this amount shall be reduced pro rata.

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

The financial year is the same as the calendar year.

Contributions to the fund are paid to Dansk Erhverv Arbejdsgiver.

#### **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 companies that self-administrate.

In the event that employees in the company have elected a trade union representative, this person is a member of the training committee. At companies 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 fulfil the same conditions as for being eligible for election as trade union representative in the area covered by the collective agreement.

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

#### **JOINT ADMINISTRATION**

Joint administration may take place between one or several other skills development funds in the areas of the collective agreement, on the condition that HK/Privat 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 joint administration occurs with other areas of the collective agreements, an employee-elected representative for the collective agreement area is entitled – via HK/Privat – to request organisation meetings, if the representative is of the opinion that there is an allocation 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 is made to the relevant skills development fund for the collective agreement area.

## **Agreement on training and cooperation activities**

With a view to strengthening continuing vocational education and cooperation in the area covered by the collective agreement, the parties have established a scheme with outreach training ambassadors/party consultants.

The training ambassadors/party consultants shall:

- Visit companies which fall under the collective agreement and provide inspiration for greater 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 companies.

The training ambassadors/party consultants shall work closely together 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 the office and warehouse sector 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.

## **WELFARE**

### **Agreement on welfare**

To assure the companies of a workforce in the future and particularly to support the continued development of welfare, there is a need to create a labour market with room in it for all.

The parties will work to ensure that vulnerable groups such as disabled people have access to the labour market and that older people remain in the labour market for longer.

A high drop-out rate of trainees from vocational training means that many young people have a limited connection to the labour market. The parties therefore agree upon the need for initiatives to promote the education of trainees who have difficulty with the practical aspects of their training. Here, the parties intend to launch initiatives to help these trainees, e.g. by establishing a project for a mentoring scheme. Experience in this area will be discussed regularly as a basis for possible further initiatives to help retain trainees in this area.

The parties want to reduce absence through illness and safeguard the connection of pregnant women to the labour market.

To achieve these goals, there is a need for agreements in the labour market on:

- A more open labour market
- Older people
- Reduction of sick leave
- Space for pregnant women in the workplace

In conjunction with the demographic trend towards more elderly and fewer young people, the Danish labour market will experience an increasing demand for workers. There is thus a need to ensure that more groups within society spend more active years in the labour market than they do today.

With these agreements, the parties are paving the way towards a much more open labour market, making room for more people to enter

the labour market or to remain in the labour market for longer. The parties will therefore work in both the short and the long term to increase the level of employment in society.

The options are described in more detail within the individual areas.

There is a conspicuous desire to be involved in the labour market among many groups today. As we can also foresee a shortage of workers in the future, it is in everybody's interests that more groups should have a firm footing in the labour market.

The agreements are intended to ensure that older people naturally extend their time in the labour market and that space is made for vulnerable groups within society in a more diverse labour market.

The parties agree that there is a large pool of workers among immigrants and their descendants. As part of the implementation of the agreement, the parties have therefore given a high priority to models for better integration. Extending the time that older people remain in the labour market and reducing absence due to illness will also help to increase the workforce, while also enabling individuals to maintain a continued connection to the labour market. The parties also believe that there should be a greater focus on employing disabled people.

The parties are therefore prioritising the development of models in these areas.

It should be stressed that the areas covered by the agreements can best be addressed by discussion based on the industry, the size of company and other matters with a bearing on the individual workplace.

The agreement shall form the basis for future work in the companies. The parties recommend that the matter should be discussed in the individual workplace with a view to finding solutions adapted to the individual workplace.

The parties urge that any policies relating to welfare should be drawn up by the cooperation committee.

In companies without any cooperation committee but with an elected trade union representative, the parties recommend that policies relating to welfare should be drawn up in collaboration with the trade union representative.

In smaller companies without a trade union representative, it is natural for matters relating to welfare to be discussed between the individual employees and the management of the company.

## **THE OPEN LABOUR MARKET**

The demographic trend towards fewer young and more elderly people means that there is a place for everyone in the labour market.

It is important to create greater flexibility in the labour market, so that as many people as possible, including vulnerable groups within the labour market, are offered employment throughout their working lives regardless of the degree of temporary or permanent reduction in their capacity for work, and that they should be enabled to enter and remain in the labour market.

The parties urge that an open labour market policy should be drawn up as part of general HR policy within the companies.

The aim is to promote the employment of vulnerable groups in the labour market.

Vulnerable groups include:

- Current employees who need to work on specially agreed terms because of a reduced capacity for work.
- Immigrants and refugees who need to integrate into Danish society
- The long-term unemployed
- Other persons covered by the Danish Active Employment Policy Act, social legislation, etc.

- 
- Persons at risk of permanent exclusion from the labour market
- 
- Disabled people
- 
- Companies and their employees are urged to give vulnerable groups increased opportunities for employment.
- 
- People with mental health difficulties

Concrete forms of employment may include:

- 
- Job training
- 
- Revalidation
  - Employment with wage supplement
- 
- Flexjob
- 
- Light jobs
- 
- Other jobs with support schemes, e.g. by way of internships, personal mentors and introduction to normal employment
- 
- Early retirement pensioners in specific jobs
  - Job rotation
- 
- Adult education scheme
- 
- Qualification procedure
- 
- Job revalidation

The posts shall generally promote employment or ensure that the vulnerable groups retain their jobs within the company.

The parties agree that there are no provisions within the collective agreement to prevent the individual company from using statutory assistance schemes as a means of promoting opportunities for employment for jobless and disabled people in the labour market.

Vulnerable groups employed under this agreement shall be included where appropriate in the company's various training programmes and offerings, skills development and upgrading of qualifications.

Every effort will be made to ensure that agreements of the kind set out above do not involve any dismissals.

#### **OLDER PEOPLE POLICY**

The knowledge and experience of older employees are an essential resource to the companies. It is therefore important that older employees should remain as long as possible in the labour market, so that their knowledge and experience can be used within the companies.

It is important to create greater flexibility in the labour market, so that as many people as possible are offered employment throughout their working lives and remain in work for as long as possible.

The purpose of the agreement is to promote the use of the capacity, experience and resources of older employees to the benefit of the company and to the benefit of the individual employee, and to provide for continued development for both parties.

The parties urge that an older people policy should be drawn up as part of general HR policy within the companies.

The aims of an older people policy are:

- 
- to provide for continued development for the company and the employees;
- 
- to promote job satisfaction for older employees;
- 
- to highlight the value of older employees as an asset to the whole workplace;
- 
- to ensure that the job provides a good basis for life after work.

Concrete older people policy measures, taking account of the interests of both the company and the employee, may include: flexibility in the organisation of work, relocation/redeployment, the option of flexible job schemes and/or retirement, retirement jobs, flexible working hours, including reduced working hours, consultancy/ad-hoc tasks, etc.

The desires and needs of the company and the employee for employment at an older age shall be discussed at the annual staff appraisal or when either of the parties wishes it.

Agreements on changes in working conditions must not stand in the way of the employee's continued opportunities for training.

#### **SICK LEAVE**

The company wishes to ensure that employees cease work on a well-informed and considered basis in terms of both human and financial resources.

The purpose of the agreement is to reduce absence due to illness and to safeguard the connection of employees to the workplace, including promoting initiatives to enable the swiftest possible return to work.

The parties agree that initiatives which promote individual health can help to reduce absence due to illness. Where it is relevant to the companies, the parties urge them to discuss health promotion measures such as healthy diet, regular exercise and smoking and alcohol policies.

The reasons for absence due to illness are often very complex and may be related to factors both inside and outside the workplace. That is why it is important when dealing with sick leave to analyse possible causes of partial or complete absence – and, based on this analysis, to try to reduce it.

With this in mind, the parties emphasise the need for dialogue between the person reporting sick and the company as an important tool in both the short and the long term.

The parties urge that a sick leave policy should be drawn up as part of general HR policy.

The aim is:

- 
- to reduce sick leave;
- 
- to monitor absence due to illness;
- 
- to maintain the employee's connection to the company during periods of illness;
- 
- to promote the fastest possible return to work when partly or fully signed off as fit to work;
- 
- to focus on ways of reducing absence due to illness.

Concrete instruments might include: procedures for reporting sickness, analyses of the reasons for sick leave, sick leave discussions,

round-table talks, etc.

The parties recommend that the companies should work together with doctors and local authorities to focus on ways of using partial sign-offs to enter into so-called "Section 56 agreements" with chronically sick employees and to create openness on the subject within the companies.

The parties recommend focusing on health and exercise in the workplace to prevent absence due to illness.

### **PREGNANT WOMEN**

The aim of this agreement is to offer the highest degree of employment possible, regardless of the possible degrees of reduced capacity for work brought about by pregnancy, and to ensure that pregnant women are not excluded from their work as a matter of principle.

The aim is:

- 
- to avoid unnecessary sick-leave during pregnancy and hence to assure continued employment until the start of maternity leave;
- 
- to promote continued employment of pregnant women, possibly by the use of statements of fitness to work;
- 
- to promote awareness among managers and staff of the employment of pregnant women;
- 
- to promote opportunities for relocation during pregnancy or parts of this time;
- 
- to create attitudes in all employees that allow pregnant women to work and take time off.

With the aim of promoting opportunities for women to work during pregnancy, a common programme of education and information will be implemented, based partly on good examples.

### **IMPLEMENTATION**

During the period of the collective agreement, the parties intend to provide information on the agreement in the most appropriate way, in order to inspire companies and employees to further efforts within the companies.

Specifically, the parties intend to discuss activities in these individual policy areas in the period of the collective agreement:

1. Sick leave
2. Older people policy
3. Integration
4. Disabled people
5. People with mental health difficulties

The parties also agree that the best way to publish this material is on the parties' websites etc.

The parties intend to help to improve public services in this area by way of contact with and suggestions to the job centres (LGDK), the regions and the State, to improve dialogue between employees, employers and public authorities.

The parties agree to work during the period of the collective agreement to produce a report on possible barriers to flexible retirement from the labour market.

The parties agree during the period of the collective agreement to discuss other possible barriers in these areas, and the parties will discuss developments each year with a view to promoting the objective of maintaining more people in work.

Consequences of new legislation in the area will be discussed between the parties on a regular basis during the period of the collective agreement.

## **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 accepted a collective agreement (and is therefore covered by the Temporary Agency Work Act), the user company to which the agency staff have been sent, shall, upon request from one of the parties to the collective agreement, provide information on the local agreements and customs with which the company informed the temporary staff agency it must comply for the work functions carried out by the agency staff at the company.

This provision does not change the fact that only temporary staff agencies which have accepted the collective agreement are responsible for ensuring that the collective agreement etc. is observed in relation to agency staff.

The user company 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.

# INDEX

## A

Accidents, 17  
Active, 53  
Adoption, 15  
Agreement on pension schemes, 12, 24, 41  
Annual pay reviews, 9  
Anti-union behaviour, 21

## B

Bargaining committee, 9  
Board and lodging, 35  
Breaks, 7

## C

Calculation of pay for incomplete, 11  
Change of pension provider, 12, 42  
Child's first day of illness, 14  
Childbirth/parental leave, 14, 15, 16, 34, 37  
College enrolment, 33  
Comparable permanent worker, 44  
Compensation/reimbursement, 10, 12, 17, 21, 23, 27, 35, 37, 38, 39, 40, 48  
Conditions of entitlement to a pension, 11  
Continuing training, 22, 23, 50  
Cooperation committee, 23  
Course for trade union representatives, 19

## D

Danish Act on Vocational Training, 33, 35  
Danish Equal Pay Act, 10, 39, 40  
Danish Holidays with Pay Act, 12, 17, 36, 37  
Danish Holidays with Pay Act, 34  
Danish Labour Court, 21, 25  
Danish Proof of Employment Act, 27  
Danish Salaried Employees Act, 8, 13, 21  
Date of delivery, 15, 16  
Day off, 7, 9, 10, 11, 17, 32  
Different treatment/discrimination, 30, 39, 40, 43, 44  
Dismissal of a trade union representative, 20  
Dispute Board, 36  
Disputes, 24, 36  
Distance learning, 23  
Distance to and from college, 35  
Doctor's note, 14  
Duration of collective agreement, 27

## E

E-learning, 48  
Election of trade union representative, 19, 20  
Employers' Trainee Reimbursement Scheme, 35  
Employment Policy Act, 53  
Equal pay case, 40  
Executive posts, 7

Existing pension agreements, 42  
External training, 23, 24, 48  
Extra days off, 17  
Extra holiday days, 10, 17, 32  
Extra work, 8

## F

Fees/remuneration, 20, 51  
Fine, 10, 27, 39, 46  
Fixed-term employment/work, 43, 44, 45  
Flexitime schemes, 7  
Flexjob, 54  
Force majeure, 17  
Foreign workers, 45  
Full-time employee, 8, 23, 30, 36, 44, 47, 51  
Function-based pay, 7, 9, 10, 11, 24, 32, 35  
Funktionærpension (pension provider), 41  
FunktionærPension (pension provider), 12

## G

Groups (of companies), 42  
Guidance, 14

## H

Harassment (bullying) and violence, 43  
Health and safety courses, 22  
Health problems, 29  
Healthcare scheme, 11  
Higher commercial examination, 33  
Holiday, 10, 11, 12, 17, 18, 20, 25, 29, 32, 34, 35, 36, 37, 38  
Holiday card, 17, 32, 36, 37, 38  
Holiday year, 10, 11, 17, 32, 37, 38

## I

Illness, 12, 13, 14, 17, 18, 34, 37, 55  
Industrial arbitration, 10, 21, 25, 29, 49  
Industrial dispute procedures, 21, 40  
Information and consultation, 44  
Inspection, 40  
Intellectual capital accounts, 48  
Internal courses, 22, 23  
Internet, 6, 20, 29

## J

Job training, 54  
Jobs with support schemes, 54

## K

Keyboard work, 21

## L

Leave, 15, 16, 17, 37, 56  
Length of service, 12, 14, 15, 16, 19, 22, 23, 30, 36, 44, 47

Light job, 54

## M

Main agreement, 21, 24, 25, 26, 40

Main committee meeting, 25

Minimum payment rate

Trainees, 12, 33, 34, 35, 36, 50, 52

Minimum payment rates

Trainees, 34, 35

Months, 10, 11, 12, 13, 14, 17, 23, 24, 26, 27, 31, 32, 33, 34, 41, 42, 47, 50

## N

Night workers, 28, 29

Night-time period, 29

Non-salaried employees, 13

Notice periods/Termination

Salaried employees, 13, 42

Notices, 20, 44

Notification forms, 33

## O

Objection, 19

Occupational injuries, 34

Occupational injury insurance, 34

Occupational pension scheme, 12

Offsetting holiday allowance, 37

Older people policy, 54, 55, 56

On-call shifts, 7, 32

Open labour market, 53

organisation meeting, 20

Organisation meeting, 20, 24, 25, 39, 46

Overtime pay, 7, 8, 9

Overtime supplement, 7, 8, 9

Overtime work, 7, 8, 9, 29

## P

Parental leave, 15, 16, 37

Parental Leave Directive, 17

Partial qualification course, 34

Part-Time Directive, 30, 31

Part-time employee, 8

Part-time employees, 7, 8, 16, 23, 30, 31, 36, 47, 51

Part-time work, 30, 31

Paternity leave, 15, 16

Pension, 8, 10, 11, 12, 13, 16, 20, 24, 32, 41, 42, 43, 54

Pension rates, 11

Phasing in of pension, 24, 41

Physical or mental stress, 29

Posting abroad, 35

Pregnancy, 15, 34, 39, 56

Principle of non-discrimination, 30, 44

Prior learning development, 24

Professional examination, 34, 35, 36

Proof of employment, 27

Protection, 18, 19, 26, 28, 29, 31, 45

Public transport, 35

## R

Rate of state benefit, 15  
Reduced capacity for work, 53, 56  
Reduced working hours, 55  
Reimbursement, 15, 35  
Reimbursement of lost wages, 23, 48, 50  
Relocation during pregnancy, 56  
Residential business college, 35  
Retirement jobs, 55  
Risky work, 29  
Round-table talks, 56  
Rules of protection, 18

## S

salaried employees, 8  
Salaried employees, 7, 13  
Salaried Employees Act, 8  
Saturdays off, 11  
Self-administration, 38, 51  
Self-selected training, 23, 47, 48  
Shutdown for the holidays, 17  
Sick leave, 52, 53, 55, 56  
Sick leave discussions, 56  
Sick leave policy, 55  
Skills development, 22, 23, 24, 47, 48, 49, 50, 54  
Skills Development Fund, 23, 24, 47, 48, 49, 50  
Solemn declaration, 14  
Special provisions, 25, 26  
Staff appraisals, 22, 50  
Substitute, 18

## T

Taking holidays, 36  
Teaching materials, 23, 35  
Telephone answering shifts, 7, 32  
Teleworking, 28  
Temporary Agency Work Act, 57  
Temporary annuity pension, 12  
temporary employees  
    Salaried Employees Act, 8  
Temporary employees, 35  
    Agency staff, 13, 57  
    Danish Salaried Employees Act, 13, 21  
    Minimum payment rate, 33  
    Trainees, 12, 33, 34, 35, 36, 50, 52  
    Weekday holidays, 8, 13  
    Weekday holidays, 11  
Termination  
    Salaried employees, 7, 12  
time off in lieu, 9  
Time off in lieu, 9, 24  
Time spent at college, 33, 34, 35  
Trade union branches, 20  
trade union representative, 18  
Trade union representative, 11, 18, 19, 20, 21, 44, 49, 51, 53  
    Anti-union behaviour, 21  
    Compelling reasons, 20, 21  
    Compensation/reimbursement, 21, 27, 35, 39, 40

- Course for trade union representatives, 19
- Danish Labour Court, 21, 25
- Election of trade union representative, 19
- industrial arbitration, 21
- Industrial arbitration, 10, 21, 25, 29, 49
- Industrial dispute procedures, 31, 36
- Objection, 19
- Protection, 28, 31, 45
- Rules of protection, 18
- Tasks, 19, 26, 51, 55
- Trade union branches, 20
- Union notices, 20

#### Trainees

- Board and lodging, 35
- Childbirth/parental leave, 14, 15
- College enrolment, 33
- Dispute Board, 36
- Distance to and from college, 35
- Employers' Trainee Reimbursement Scheme, 35
- Formal requirements, 33
- Higher commercial examination, 33
- Higher technical examination, 33
- Illness, 14, 34
- Length of service, 36
- Minimum payment rate, 33
- Occupational injuries, 34
- Parental leave, 34
- Partial qualification course, 34
- Posting abroad, 35
- Pregnancy, 15, 34, 39, 56
- Professional examination, 36
- Public transport, 35
- Reimbursement, 35
- Residential business college, 35
- Supplements, 8, 11, 32, 33, 35, 48, 50
- Teaching materials, 35
- Time spent at college, 33, 35
- Training centre, 33
- Training manager, 35
- Training plan, 33, 36
- Transport, 23, 35, 45
- Travel, 35
- Travel expenses, 35
- Travel grant, 35
- Upper secondary school leaving certificate, 34
- Vocational college, 33
- Working Environment Act, 22, 34
- Working hours, working time, 34

Training, 9, 19, 20, 22, 23, 24, 31, 33, 34, 35, 36, 44, 47, 48, 49, 50, 51, 52, 54, 55

- Training agreement, 33, 34, 35
- Training and Cooperation Fund, 20, 22, 24, 50, 51
- Training centre, 33
- Training manager, 33, 35, 36, 49
- Training officer, 36
- Training plan, 22, 33, 36, 48
- Training planning, 22, 48
- Travel expenses, 35

#### U

- Unemployment insurance fund, 14, 37

Union notices, 20  
Upper secondary school leaving certificate, 34

## V

Varying weekly working hours, 7  
Very confidential nature, 7  
Vocational college, 33

## W

Weekday holidays, 8, 11, 13  
Welfare, 52, 53  
Work in continuous operation, 7, 32  
working environment, 21  
Working environment, 21, 22, 29, 34  
Working Environment Act, 22, 29, 34  
Working environment representative, 22  
Working hours, working time, 7, 8, 9, 13, 20, 23, 24, 29, 30, 31, 32, 34, 35, 38, 55, 57  
Working Time Directive, 29  
Working time, working time, 8

## Y

Young people under 18  
Agency staff, 13, 57  
Company, 7, 9, 12, 18, 19, 20, 22, 23, 24, 26, 30, 34, 35, 36, 38, 39, 40, 42, 44, 47, 48, 54, 55  
Danish Act on Vocational Training, 33  
Danish Salaried Employees Act, 8, 13  
Minimum payment rate, 33  
Temporary employees, 13  
Weekday holidays, 8, 11, 13