

2017/2020

NATIONAL COLLECTIVE AGREEMENT  
Salaried employees' collective agreement  
for Trade, Knowledge and Service  
between  
Dansk Erhverv Arbejdsgiver  
and HK/Privat and HK HANDEL

Translation - not legally binding.

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

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## PREAMBLE

### A.

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

### B.

Employees who carry out graphic work at advertising agencies and publishers, and who are covered by the collective agreement entered into between Dansk Erhverv Arbejdsgiver and HK/Privat for advertising agencies and publishers, are not covered by the present collective agreement.

### C.

Special rules have been agreed for employees in the warehouse sector, cf. agreement on special provisions for the warehouse sector, page 58.

### D.

Special rules have been agreed for employees in the IT sector, cf. agreement on special provisions for the IT sector, page 56.

### E.

Special rules have been agreed for employees in the laboratory sector, cf. accession agreement for the laboratory sector, page 57.

### F.

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 1. 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 variable weekly working hours within a period not exceeding 26 weeks. If the working hours for the period are planned in such a way that they exceed 45 hours per week in one or more of these weeks, hours in excess of 45 hours should be paid with an overtime supplement, cf. section 3, even if the average weekly working hours for the period have not been exceeded.

All hours up to 37 hours in the individual week, cf. subsection (1), or as an average for a period, cf. paragraph 1 of the current provision, are paid for both full-time and part-time employees at the normal wage.

### 4.

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

### 5.

For on-call shifts, telephone answering shifts and work in continuous operation, negotiations shall be opened locally on shift plans and payment rules. Where agreement cannot be reached, either party can request that the parties be involved.

### 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.

#### **LOCAL AGREEMENTS FOR INCREASED VARIABLE WORKING HOURS**

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

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

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

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

It must be ensured that the local agreement will contain rules on notice periods/termination of employment.

It has been agreed that the above is a pilot scheme applicable only in the period of the collective agreement. The pilot scheme will therefore lapse on 29 February 2020. Local agreements that have already been entered into will, however, continue, regardless of the expiry of the above, until possible termination in accordance with the rules on termination in the local agreement.

## **SECTION 2. 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 3, even if the average standard weekly working hours for the period have not been exceeded, cf. section 1(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 3. OVERTIME WORK**

Overtime shall be restricted as much as possible with due consideration for the needs of the company.

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

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

### **1. Payment**

#### **A.**

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

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

The calculation is based on half hours.

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

#### **B.**

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

#### **C.**

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

### **2. Time off in lieu**

#### **A.**

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

#### **B.**

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

#### **C.**

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

## **SECTION 4. PAY**

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

#### **A.**

Pay shall be agreed directly between the 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.

#### **B.**

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

#### **C.**

Pay systems may be introduced at 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 3.

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

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

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

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

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

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

**G.**

Personal pay shall be negotiated and determined on the principles laid down in the Danish Equal Pay Act.

## **2. Flexible wage account**

### **A. 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.

### **B. DEPOSITS**

2.7 per cent of the holiday entitlement pay shall be deposited in the flexible wage account. As of 1 March 2018, 3.4 per cent of the holiday entitlement pay shall be deposited in the flexible wage account. As of 1 March 2019, 4.0 per cent of the holiday entitlement pay shall be deposited in the flexible wage account.

### **C. 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.

### **D. 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, time off for dependants 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 cannot be paid out.

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

**E. 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 will be closed and any surplus paid together with the last wage payment from the company.

**F. LOCAL AGREEMENTS**

With the assistance of the trade union representative, the company may enter into agreements on redemption, including an agreement that amounts can be redeemed without the employee taking time off. Local agreements 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 calculated for someone 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 4(3), point a does not imply that deductions should be made when an employee on function-based pay has compensatory leave as part of the agreement on function-based pay.

**SECTION 5. 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.

**2. Basis for calculation**

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

•

Pay from employer during adult education

•

Holiday pay for monthly-paid workers and those similar to salaried workers

•

Holiday pay for hourly-paid workers

•

Shift allowance

•

Flexible wage account

•

Bonuses (although not birthday or anniversary bonuses etc.)

•

Pay during maternity leave

•

Monthly pay (including personal supplements)

•

Profit sharing, paid in cash

•

Extra work and overtime work

•

Performance-related pay, commission and bonus

•

Sick pay paid by the employer

- Sickness holiday pay
- Hourly pay
- Holiday allowance

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

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

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

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

However, the age requirement for trainees is 20 years.

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.

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.

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

For employees who receive old age pension benefits but are still active on the labour market and fulfil the conditions for entitlement to the pension scheme, the company's pension contributions go to an annuity/early retirement pension without insurance elements. The company and the employee can enter into an agreement on the company's contribution being paid as an allowance not giving entitlement to holiday which is paid out annually together with the holiday allowance stipulated in the Danish Holiday Act, cf. section 23(2) of the Act. If the employee leaves, this will be paid together with the last wage payment.

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 holiday allowance, cf. section 23(2) of the Danish Holiday Act.

### **4. Change of pension provider**

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

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

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 change their pension provider unless the parties come to an agreement on this.

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

- A ballot on the change of pension provider shall be held among the employees at the 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.

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

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

-

Please refer to the guidance on change of pension provider, page 71.

Please also refer to the Agreement on pension schemes, page 66, and the flexible wage account, cf. section 4(2).

## 5. 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 employee covered by the scheme.

## 6. 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 something akin to a group life insurance scheme.

The costs of the scheme are covered 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 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 6. YOUNG PEOPLE UNDER 18

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

	1 March 2017 DKK/month	1 March 2018 DKK/month	1 March 2019 DKK/month
Minimum wage	10,423.00	10,607.00	10,791.00

- 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 4.

## SECTION 7. PAY AND WORKING CONDITIONS FOR TRAINEES

### 1. Scope

This provision applies to trainees covered by the Executive Order on Business, Office, Customer Contact Centre, Office Services, Fitness Instructor,

Event Coordinator and Event Assistant 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 must also be signed by their guardian(s).

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

The length of the placement is set out in the Executive 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 giving a reason.

## 4. Minimum payment rate

	1 March 2017 DKK/month	1 March 2018 DKK/month	1 March 2019 DKK/month
1st year	10,859.00	11,043.00	11,231.00
2nd year	12,104.00	12,310.00	12,519.00
3rd year	13,318.00	13,544.00	13,774.00
4th year	14,427.00	14,672.00	14,922.00

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.

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.

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 2017 DKK 860.00/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.

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 final examination, the training agreement may be extended until a new final examination can be held.

If the failure to pass the final examination is due to a lack of training in the company, a wage is paid during the extension in accordance with section 4.

## **5. Adult education**

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 4 of the collective agreement.

## **6. Illness, pregnancy and childbirth**

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 Holiday Act.

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

## **8. Occupational injuries**

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

## **9. Working hours**

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, although work carried out outside normal working hours should not exceed what 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**

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 during the Easter and Christmas holidays.

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.

## **11. Reimbursement of expenditure associated with courses**

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 final 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 according to the current rules set by the Danish Ministry of Education.

## **12. Placement abroad**

Where a posting 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, i.e. considered to be the training manager.

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. Self-selected training**

As of 1 May 2014, after six months' employment with the same company (incl. any time spent at college), trainees are entitled to apply for grants from the Office and Warehouse Sector's Skills Development Fund. Grants are awarded for participation in training outside working hours to the same extent and under the same conditions as other employees covered by the collective agreement. Trainees are not considered to be under notice of termination, even if the training agreement has a fixed term.

## **14. Training officers and training managers**

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 final 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 people, or people 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.

## **17. Other**

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

# **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 4 of this collective agreement.

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. NOTICE PERIODS/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. Counselling upon dismissal**

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 and HK HANDEL 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 CHILDBIRTH**

### **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. Children's 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.

C.

As of 1 May 2017, point b will be replaced by: Time off is only given to one of the child's parents, and only until another childcare solution can be arranged, and covers the child's first full day of illness. If the child falls ill during the course of the employee's work day, and the employee must leave work as a result of this, there is also an entitlement to time off with pay for the remaining working hours on the day in question. The company may request documentation, e.g. in the form of a solemn declaration.

### **3. Children's 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.

As of 1 May 2017, 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, including when the admission takes place partially or entirely at home. The rule applies to children under the age of 14.

C.

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



**D.**

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

**E.**

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

**F.**

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

**4. Time off for dependants**

**A.**

As of 1 May 2017, employees with at least nine months' service are entitled to take two days off for dependants per holiday year. The employee can take a maximum of two days off for dependants per holiday year, regardless of how many children the employee has. The rule applies to children under the age of 14.

**B.**

The days are taken as agreed between the company and the employee in respect of the needs of the company.

**C.**

Time off for dependants is taken without pay, but the employee is entitled to an amount from their flexible wage account, cf. section 4 (2), point d.

**5. Childbirth (pregnancy, adoption and leave)**

**A.**

Please refer to the applicable legislation.

**B.**

The company will pay maternity pay from four weeks (pregnancy leave) before the expected date of delivery until 14 weeks after the birth (maternity leave) to employees who on their expected date of delivery have completed nine months' service.

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.

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

**C.**

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 to the nominated parent.

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. As of 1 July 2017, the company pays full pay for these 13 weeks. The changes will affect employees with children for whom parental leave will begin on 1 July 2017 or later.

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 has to be less, the payment to the employee will be reduced accordingly.

**D.**

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
Maternity leave	14 weeks with full pay
Paternity leave	2 weeks with full pay
Parental leave no later than week 52	13 weeks with full pay, 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 to the nominated parent.

For parental leave beginning on 1 July 2017 or later the following applies:

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

**E.**

During the 14 weeks of 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 2,040.00 per month. The company's contribution is DKK 1,360.00 per month and the employee's contribution DKK 680.00 per month.

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

**6. 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 Holiday 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.

3.  
Please refer to page 52 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 Holiday 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.  
No holiday pay and holiday allowance, or compensation for these, will be paid for extra holiday day wages.

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. Where 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.

## **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 one 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.

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

### **B.**

At 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.**

This remuneration is not pensionable and does not give entitlement to holiday pay.

**C.**

The electorate is determined when a new trade union representative is elected and then afterwards once a year at the end of August. When there is no longer a post for a trade union representative, the remuneration will no longer be paid.

**D.**

The remuneration will be as follows:

Trade union representatives with an electorate of up to 49 people will receive an annual fee of DKK 8,000. As of 1 April 2017, the fee is DKK 9,000.

Trade union representatives with an electorate of between 50 and 99 people will receive an annual fee of DKK 15,000. As of 1 April 2017, the fee is DKK 16,500.

Trade union representatives with an electorate of 100 people or more will receive an annual fee of DKK 30,000. As of 1 April 2017, the fee is DKK 33,000.

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

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

HK/Privat – HK HANDEL is in charge of paying the fee.

## **6. Local trade union branches, notices**

**A.**

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

**B.**

To the extent that the work permits this, the management may, when requested to do so, grant permission for the time off necessary for members of the board of the local union to attend relevant courses.

**C.**

The local union branch may put up union notices to the members in a place accessible by the employees. This place shall be agreed with the management, which will also receive a copy of the notices put up.

**D.**

Where possible, the management will make a room available for the local union branch's meetings.

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

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

## **8. Refresher training on termination of trade union representative duties**

An employee who after 1 May 2017 ceases to be a trade union representative after having worked as such for a consecutive period of at least three years, and who continues to work for the company, is entitled to a discussion with the company on the needs of the employee for refresher training. This discussion will be held no later than within a month of the trade union representative duties ending and at the employee's request. As part of the discussion, it is clarified whether there is a need for refresher training, and how the training should take place.

If agreement cannot be reached, the employee has the right to three weeks' refresher training. After six continuous years of trade union representative duties, the employee is entitled to six weeks' refresher training.

The employee will participate in the refresher training without any deductions being made from their pay. It is a prerequisite that a statutory system of reimbursement of lost wages can be provided for the training. The reimbursement of lost wages is the duty of the company.

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

## **9. 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 dismissal after the organisation meeting, the notice of termination will be considered to have been given when notification took place.

### **B.**

The dismissal of a trade union representative shall be based on compelling reasons. It goes without saying that the mere fact of an employee acting as a trade union representative may never give rise to the individual being dismissed or their position being undermined.

### **C.**

The terms and conditions of employment of the trade union representative cannot be suspended within the notice period or before HK 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 the trade union representative's compensation, if any, is determined once and for all 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 for reinstatement may be lodged pursuant to section 4(3) of the main agreement. This question may, together with the question of whether there are compelling reasons for the dismissal, be dealt with as a single case in the event of industrial arbitration.

### **I.**

A salaried employee, or employee similar to a salaried worker, who ceases to be a trade union representative after having worked as such for at least one year, and who continues to be employed at the company, is entitled to six weeks' notice of termination in addition to the employee's individual notice, if the employee is dismissed within one year after the end of the trade union representative duties.

This rule shall apply only to trade union representatives dismissed after 1 May 2017.

## **SECTION 14. WORKING ENVIRONMENT**

### **1.**

Please refer to the provisions in the working environment legislation.

2.

The parties agree that for keyboard work 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. DEVELOPMENT FUND**

The company pays DKK 0.42 into the DA/LO Development Fund for every hour worked. With effect from the first wage period after 1 January 2018, the amount will be raised to DKK 0.45 per working hour completed. 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 working environment representatives in the DA/LO area.

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

### **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 consultation 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 86. 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 will pay for any attendance fee and course materials, provided that this is agreed in advance with the company.

If the employee attends training with flexible meeting arrangements, including e-learning 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 within 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 six 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 office and warehouse workers' collective agreement, provided that there is a commitment for a grant for the training or for the company.

*Note:* See also the Agreement on derogations from the Agreement on the Skills Development Fund, page 86, in which derogation from the requirement for six months of service is agreed for the collective agreement period of 1 March 2017 to 29 February 2020 inclusive.

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 the Office and Warehouse Sector'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. However, the accumulated weeks may not be used if the employee is under notice of termination, unless the company and the employee have agreed this or agreed otherwise. The oldest weeks must be taken first.

The opportunity to take ong-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 86.

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 at least 80 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 86.

### **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. 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 mediation 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 18. CREATION OF COLLECTIVE AGREEMENT**

### **1. Conditions**

**A.**

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

**B.**

It is a condition that, at the time of the presentation of the request, HK members shall account for at least 50 per cent of those employed within the

intended scope of the collective agreement.

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

**C.**

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

**D.**

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

**E.**

Even if the above conditions for the creation of a collective agreement have not been met, HK is entitled to negotiate on behalf of its members with companies that make arrangements breaching the fundamental principles of the collective agreement or that commit other similar breaches, e.g. by paying less than this collective agreement, and also where there are problems relating to the legislation on employment and working conditions. The negotiations may, if one of the parties so wishes, take place with the assistance of the parties.

Members of HK employed at the company may also, by authorising a colleague (spokesperson) to represent them, allow this person, on behalf of the members, to request negotiations with the company regarding the circumstances mentioned in the first paragraph. The spokesperson shall be a member of HK and have been authorised by over half of the members within the scope of the collective agreement at the relevant company, cf. section 18 of the collective agreement. If the spokesperson is dismissed by the company, the trade union may demand negotiation. This must take place no later than seven days after receipt of the request by Dansk Erhverv Arbejdsgiver, unless otherwise agreed.

## **2. Procedure**

**A.**

When presenting a request for a collective agreement, HK shall inform Dansk Erhverv Arbejdsgiver of how many of the total number of employees within the area the request concerns are members of HK. Dansk Erhverv Arbejdsgiver shall, no later than four weeks following receipt of a request for a collective agreement, notify HK as to whether or not the 50 per cent requirement may be recognised on the existing numbers. It is agreed that the deadline can be departed from by agreement.

**B.**

If there is a difference of opinion over the number of employees who are to be included in the calculation to determine whether the 50 per cent rule has been met, HK and the company shall indicate to Dansk Erhverv Arbejdsgiver which employees are considered to fall within the scope of the collective agreement.

**C.**

If there is still a difference of opinion over whether HK meets the conditions for creation of a collective agreement, HK can present a request for negotiations between the parties. The timing of the negotiations shall be agreed within 14 days of the request being presented.

If an agreement cannot be reached in these negotiations, the question can be settled by industrial arbitration.

**D.**

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

**E.**

In cases where an agreement is reached on special provisions pursuant to section 19(1), point b, an agreement shall also be reached on the date of entry into force of the collective agreement.

## **SECTION 19. SCOPE OF THE SALARIED EMPLOYEES' COLLECTIVE AGREEMENT**

### **1. Salaried employees' collective agreement or special collective agreement**

**A.**

If HK meets the conditions in section 18 enabling a request for a collective agreement to be made, the collective agreement will enter into force, unless the individual company is run in accordance with a concession granted by a public authority or under conditions which are comparable with this.

**B.**

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.

### **2. Transposition of collective agreements to the salaried employees' collective agreement**

A.

A collective agreement between HK and a company which joins Dansk Erhverv Arbejdsgiver shall be replaced from the expiry of the collective agreement by the present collective agreement, unless the conditions in subsection (1), point b on the requirement for special provisions have been met.

## **SECTION 20. DURATION OF COLLECTIVE AGREEMENT**

The earliest that notice of termination of the collective agreement can be given is 1 March 2020.

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

Copenhagen, March 2017

Dansk Erhverv Arbejdsgiver

HK/Privat  
HK HANDEL

Jens Mathiesen

Simon Tøgern

Laurits Rønn

Per Tønnesen

## **EMPLOYMENT CONTRACTS**

### **Agreement on employment contracts**

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 Employment Contract Act).

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

2.

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

In all cases, the employee must have received the aforementioned information on the employment relationship no later than 15 days after the claim is lodged. If this does not happen, the 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 an employment contract, cf. subsection (1), and the employee presents a request for such a document, 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 remote working**

1.

The parties agree that remote working is a step in the direction of more flexible forms of employment and changes to the forms of organisation that characterise the labour market in today's service society.

The parties find that the labour market in today's service society is characterised by a high level of flexibility and the requirement to be independent and show individuality and adaptability. Remote working is regarded as one of the means towards changing the forms of employment and organisation in the service society of the future.

With a view to promoting the application of remote working as one means towards the development of the flexible labour market, the following initiatives will be put in place in the collective agreement period:

•

The parties will monitor developments in the area both nationally and internationally, which will enable the parties to advise employees and companies continuously.

•

The parties will hold a number of joint information meetings about the framework agreement and guidelines regarding remote working.

2.

The framework agreement on remote working of 16 December 1998 remains unchanged.

3.

The parties have prepared joint guidelines on remote working.

It is agreed that these guidelines act as a supplement to the framework agreement.

### **Agreement on implementing the EU Working Time Directive (Council Directive of 23 November 1993)**

Following a review of the applicable working environment and holiday legislation and the collective agreement entered into between the parties, Dansk Erhverv Arbejdsgiver and HK 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 within the office and warehouse sector, calculated over a 26-week period, may not exceed 48 hours including overtime, cf. section 1(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 during the night-time period or work at night for at least 300 hours within a 12-month period.

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

In the 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 eight hours in any 24-hour period in which they do night work.

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

C.

Any disagreements concerning the present agreement shall be finally decided by industrial arbitration, cf. section 17. 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 EU Working Time Directive until another agreement takes its place.

The present agreement may be terminated by either party giving three months' notice at any time, with a view to amendment where changes are made to the above Directive.

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

**D.**

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

**Agreement on implementing the EU Part-time Work Directive  
(Council Directive of 1 July 1996)**

With reference to the general agreement between the umbrella organisations on procedures for implementing EC Directives of 1 July 1996, the following supplementary agreement has been entered into to implement the Council Directive on part-time work (the EU Part-time Work Directive).

**SECTION 1. SCOPE**

This agreement covers part-time 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. PURPOSE OF THE AGREEMENT**

The purpose of the agreement is:

**A.**

to provide for the removal of discrimination against part-time workers and to improve the quality of part-time work.

**B.**

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

**SECTION 3. DEFINITIONS**

For the purpose of this agreement:

**A.**

“part-time worker”: means an employee whose normal hours of work, calculated on a weekly basis or on average over a period of employment of up to one year, are less than the normal hours of work of a comparable full-time worker.

**B.**

“a comparable full-time worker”: means a full-time employee in the same establishment having the same type of employment contract or relationship, who is engaged in the same or similar work/occupation, due regard being given to other considerations which may include seniority (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 length of service, working hours or earnings.

Qualifications relating to access by part-time workers to particular conditions of employment should be reviewed periodically, in accordance with the principle of non-discrimination set out in 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 hours 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 a consensus and so avoid termination of the agreement.

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

#### **SECTION 8. PROVISIONS IN COLLECTIVE AGREEMENTS/ IMPLEMENTING AGREEMENTS**

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

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**

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

#### **FLEXIBLE WAGE ACCOUNT**

In the retirement scheme, the employee may choose to utilise the payment to the flexible wage account to finance days off for senior employees.

#### **PENSION CONTRIBUTIONS**

If the employee would like to take additional days off for senior employees, this can be achieved by converting regular pension contributions, cf. section 5. The converted pension contribution can also be added to the employee's flexible wage account.

#### **UNTAKEN EXTRA HOLIDAY DAYS**

The employee and the company may agree that the employee can save up the value of extra holiday days not taken from five years before the retirement scheme can be implemented, cf. section 12, and accumulate this. The value of this may be paid out in connection with taking additional days off for senior employees.

According to this provision, the maximum number of extra holiday days that can be taken shall correspond to the accrued amount, cf. the payment below.

#### **TAKING EXTRA HOLIDAY DAYS**

When taking days off for senior employees, the flexible wage account will be reduced by an amount corresponding to sick pay.

#### **CHOICE REGARDING RETIREMENT SCHEME**

Unless otherwise agreed, the employee must provide the company written notification no later than 1 April of whether the employee wants to be included in a retirement scheme with days off for senior employees in the coming holiday year, and in which case, what proportion of the pension contribution the employee wants to convert to pay. In addition, the employee shall give notice of how many days off for senior employees the employee wishes to take in the coming holiday year. This choice is binding for the employee and will continue in subsequent calendar years. However, the employee may each year before 1 April inform the company if changes are requested for the coming holiday year.

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

Unless otherwise agreed, days off for senior employees shall be taken according to the same rules applicable to taking extra holiday days, cf. section 12.

#### **OTHER FORMS OF REDUCTION IN WORKING HOURS**

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

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

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

As the provision shall enter into force on 1 March 2017, this means that employees cannot take days off for senior employees until the 2017–2018 holiday year.

## **ELECTRONIC DOCUMENTS**

### **Agreement on electronic documents**

The companies can effectively 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.

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

## **TRAINEES**

### **Agreement on pay and working conditions for students on short-cycle higher education programmes**

#### **1. SCOPE**

The provisions laid down in this section apply to students on short-cycle higher education programmes who are covered by the Danish Executive Order on Short-cycle Higher Education Programmes at Business Colleges.

#### **2. FORMAL REQUIREMENTS AND EMPLOYMENT CONDITIONS**

An employment agreement is issued for students on short-cycle higher education programmes with a paid work placement. In addition to the terms and conditions of employment, this agreement describes the content of the practical part of the training.

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

#### **3. PAYMENT**

##### **A.**

Students on short-cycle higher education programmes with prior vocational training in the commercial and office sector are paid as follows during their placement period:

Minimum payment rate:

1 March 2017 DKK/month	1 March 2018 DKK/month	1 March 2019 DKK/month
20,660.00	21,012.00	21,369.00

##### **B.**

Students on short-cycle higher education programmes without prior vocational training in the commercial and office sector are paid as follows during their placement period:

Minimum payment rate:

1 March 2017 DKK/month	1 March 2018 DKK/month	1 March 2019 DKK/month
15,628.00	15,894.00	16,164.00

## HOLIDAY

### Agreement on holidays

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

The agreement applies to conditions of employment covered by the Salaried Employees' Collective Agreement for Trade, Knowledge and Service between HK/Privat – HK HANDEL and Dansk Erhverv Arbejdsgiver.

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

The agreement enters into force on 1 May 2001.

### 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 Holiday 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 Holiday 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 4 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, they will be paid for holiday in excess of five weeks. Holiday pay is calculated for monthly-paid workers at 12.5 per cent of the holiday entitlement pay at the leaving date.

If, however, the employee has earned holiday pay at a previous employer, the holiday pay is paid out from the holiday account ("FerieKonto") or from the previous employer, if 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 agree otherwise on 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, maternity 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 Holiday Act on validation of holiday account certificates.

Employees validate their holiday card themselves by indicating the holiday days and date that 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 the understanding of the 50 per cent rule**

#### **1. WHEN SHOULD THE RULE BE FOLLOWED?**

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

#### **2. WHICH EMPLOYEES ARE INCLUDED?**

**A.**

Only employees within the scope of the collective agreement are included.

**B.**

Employees that are covered by point f of the preamble to the collective agreement cannot be included.

**C.**

Spouses, parents, children, siblings and other close family and relations by marriage are not included.

**D.**

Sick and absent people (holiday, days off, maternity leave) are included if they are still employed by the company, but temporary replacements for such people are not included even if the period of cover exceeds three months.

**E.**

Employees under notice of termination are included if they can still be regarded as being employed by the company.

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

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

**F.**

Extra staff who are not employed beyond three months are not included.

**G.**

Temporary staff employed through an agency are not included.

**H.**

Home workers are not included.

**I.**

Union representatives are not included.

**3. FULL-TIME/PART-TIME**

**A.**

Full-time employees, including trainees, count in full.

**B.**

Part-time employees are included as follows:

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

**C.**

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

## **IT SECTOR**

### **Agreement on special provisions for the IT sector**

The provisions supplement the collective agreement and apply to all employees within the IT sector, with the exception of those employees who come under point f of the preamble to the collective agreement.

#### **1. DEMARCATION OF IT SECTOR AND OFFICE SECTOR**

**A.**

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:

1)

Entering data directly on IT systems via a terminal.

2)

Operating IT systems, servers and their peripherals.

3)

Monitoring IT systems, servers, the Internet and networks, securing production, including making backups, responsibility for the appropriate operation and utilisation of IT production equipment.

4)

Operation planning, production and data control.

5)

Design and analysis, programming, implementation, troubleshooting and software documentation.

6)

Installing, customising and implementing third-party software, including working on operating systems.

7)

Project management, project definition and project implementation.

8) Advice, hotline and user service in connection with the use of IT.

9)

Data library work, Internet, web, multimedia and database administration.

10)

Working on and responsibility for IT security and IT security implementation.

**B.**

Jobs in which employees, in connection with their other work and at user level, use word processing, spreadsheets, administrative systems, CAD/CAM, Desktop Publishing and the Internet, for example, fall outside the IT sector.

## 2. PAYMENT

The parties recommend that the special requirements of the IT sector should be taken into account when personal pay is negotiated.

## 3. TRAINING

Because of developments taking place in the IT sector, the parties recommend that IT employees should be given the opportunity to attend appropriate continuing vocational training courses in this sector, cf. section 16 of the collective agreement.

## 4. WORKING ENVIRONMENT

The parties recommend that the relevant sectoral working environment (BAR) guidelines in place at any time should be followed.

## 5. ON-CALL SHIFTS AND SHIFT WORKING

If on-call shift arrangements and continuous operational working are introduced, negotiations shall be opened locally. Either party can ask for the parties to be involved.

## 6. 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.

# LABORATORY SECTOR

## Accession agreement for the laboratory sector

The provisions listed below supplement the Salaried Employees' Collective Agreement for Trade, Knowledge and Service within the laboratory sector.

### 1. LABORATORY TRAINEES

Laboratory trainees are trained in accordance with Executive Order No 976 of 19 September 2009 on business academy programmes in the laboratory sector, with any subsequent amendments.

For each training course, a written placement agreement is drawn up in relation to the placement agreement for laboratory trainees agreed by the parties, with any subsequent amendments.

For all other information, please refer to the rules of the Danish Salaried Employees Act.

#### A.

##### Work placements

The work placement is conducted in accordance with the provisions of the above Executive Order and according to the guidelines set by the advisory committees that cover the area. The placement is organised in such a way that the trainee is given the best possible insight into the company's laboratory work.

#### 2. PAY

##### A.

##### Laboratory trainees

Laboratory trainees who are being trained in accordance with the aforementioned Executive Order.

Minimum payment rate:

	1 March 2017 DKK/month	1 March 2018 DKK/month	1 March 2019 DKK/month
In accordance with section 7(4), 4th year	14,427.00	14,672.00	14,922.00
Increase for trainees	1,606.00	1,633.00	1,661.00
Total minimum payment rate	16,033.00	16,305.00	16,583.00

Payment of laboratory trainees is in accordance with the fourth year trainee rate, cf. section 7(4) of the collective agreement.

##### B.

Employees trained as laboratory workers, laboratory and environmental technicians, those with professional degrees in laboratory, food and process technology and those with a diploma qualification in biotechnology, process technology and chemistry, as well as those whose work requires the

same professional qualifications of those of laboratory assistants, are paid according to section 4 of the collective agreement.

### **3. HOLIDAY**

Laboratory trainees are covered by section 9 of the Danish Holiday Act.

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

### **4. WORKING ENVIRONMENT**

The parties agree to recommend:

- that attempts should be made to limit monotonous, stressful work of a long-lasting nature, e.g. by varying it with other work or by providing suitable time for relaxation;

- that, where a pregnant woman is employed on work which, in the opinion of a doctor, may entail a risk to the unborn child, the company shall as far as possible ensure that she is redeployed to other work rather than being sent home.

## **WAREHOUSE SECTOR**

### **Agreement for the warehouse sector**

This agreement applies to employees who are employed solely in warehouses.

#### **1. WORKING HOURS/WORKING TIME**

##### **A.**

The normal weekly effective working time is up to 37 hours.

##### **B.**

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

##### **C.**

The working hours of both full-time and part-time employees can be arranged using variable weekly working hours within a period not exceeding 26 weeks. If the working hours for the period are planned in such a way that they exceed 45 hours per week in one or more of these weeks, hours in excess of 45 hours should be paid with an overtime supplement, cf. section 3 of the collective agreement, 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. point a, 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.

In the absence of local agreement, variable weekly working hours may only be introduced or changed if eight weeks' notice is given, or with the notice as provided for in the Danish Salaried Employees Act or, for non-salaried staff, with the notice provided for in the collective agreement.

##### **D.**

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

##### **E.**

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. Where the daily working time exceeds six hours, employees are entitled to a total of 30 minutes in breaks during this time. On days where the working hours end before 14:00, it may be agreed between the parties that breaks will not be taken.

##### **F.**

The provisions do not prevent flexitime schemes being agreed.

##### **G.**

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.

#### **2. NIGHT WORK**

**A.**

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

**B.**

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

**C.**

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

**D.**

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 eight hours in any 24-hour period in which they do night work.

**E.**

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.

**F.**

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

**G.**

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.

### **3. AGREEMENT ON SHIFT ALLOWANCES**

The parties agree that voluntary agreements on the payment of shift allowances can be entered into at companies, cf. page 65 of the agreement in question.

### **4. PAY SYSTEMS**

Pay systems may be introduced at the individual company with the aim of enhancing the company's competitiveness and development and also employee development. If the company or the relevant group of employees wishes to introduce such pay systems, local negotiations on this matter will take place in the company. If one of the parties so wishes, the necessary assistance may be obtained from the parties.

### **5. ON-CALL SHIFTS, TELEPHONE ANSWERING SHIFTS AND WORK IN CONTINUOUS OPERATION**

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. NON-STANDARD AGREEMENTS**

The parties therefore agree that, within the scope of the collective agreement, non-standard agreements may be entered into in accordance with the parties to the agreement in question, as indicated on page 66 of the collective agreement.

### **7. SEVERANCE PAY**

If a non-salaried employee who has been continuously employed as a non-salaried warehouse employee at the same company for three, six or eight years is dismissed through no fault of their own, the company must in connection with the employee's departure pay them one, two or three times a special severance pay amount of DKK 5,000.

There will be no severance pay if the employee on their departure has found another job, is receiving a pension or for other reasons is not receiving unemployment benefit. Finally, there will be no severance pay if the employee is in a role similar to that of a salaried employee or already entitled to severance pay, an extended period of notice or similar terms that give better rights than the general rules on notice periods/termination in the collective agreement.

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

This provision applies in connection with termination of employment after 1 May 2017.

## **EQUAL PAY**

### **Agreement on implementing the Danish Equal Pay Act**

#### **SECTION 1**

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

(2). Every 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 gender less favourably than employees of the other gender, unless the provision, condition or practice has an objective basis in a practical purpose and the means of fulfilling it are proportionate and necessary.

(3). Pay comprises the general basic or minimum wage and all other benefits that the employee receives directly or indirectly from the 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 gender, cf. section 6 below, or where there are specific circumstances.

Demands for fines, cf. subsection 2, must be raised no later than the organisation meeting, cf. rules on industrial disputes. After this, 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 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 disclose details of their 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 their 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 reinstatement. Any reinstatement must be in accordance with the principles laid down in the main agreement. The compensation shall be based on the employee's length of service and the general facts of the case.

## **SECTION 6**

A company with at least 35 employees shall draw up annual pay statistics broken down by gender for groups of at least 10 employees of each gender 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 gender 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 gender pursuant to subsection (1) shall be drawn up for groups of employees with a level of detail corresponding to the 6-digit DISCO code. The 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 gender according to subsection (1) from Dansk Erhverv Arbejdsgiver free of charge. Companies may also request pay statistics broken down by gender according to subsection (1) from Statistics Denmark.

(4). The company's obligation to draw up pay statistics broken down by gender 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 produced by the end of the calendar year in which the obligation to draw up pay statistics broken down by gender was in place.

#### **SECTION 7**

An employee who does not believe that the 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 that their rights have been violated, cf. section 1, can show objective circumstances to indicate that direct or indirect discrimination has taken place, it is up to the company to prove that the principle of equal treatment has not been violated.

#### **SECTION 8**

Where HK/Privat – HK HANDEL 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 – HK HANDEL 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. the introductory paragraphs and subsection (1) in section 17 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.

### **Agreement on phasing in flexible wage account contributions**

Phasing in of flexible wage account contributions:

#### **A.**

Future members of Dansk Erhverv Arbejdsgiver who have joined the Salaried Employees' Collective Agreement for Trade, Knowledge and Service no later than three months after becoming a member may opt to phase in flexible wage account contributions under the following conditions.

#### **B.** The flexible wage account contribution will be phased in so that:

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 flexible wage account contribution applicable on this date shall be paid.

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

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

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

#### **C.**

If the collective agreement contributions for the flexible wage account are increased during the phase-in period, the company's contributions will be increased proportionally, so that the above mentioned share of the collective agreement contributions for the flexible wage account at any time are paid into the employee's flexible wage account.

D.

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

## **NON-STANDARD 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 trade 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.

## **PENSION**

### **Agreement on pension schemes**

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

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

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

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

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

The above requirement applies to all pension schemes covered by the Salaried Employees' Collective Agreement.

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

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.

#### **2. GROSS PAY AGREEMENTS**

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

Under a gross pay agreement, a pension scheme has to be established that meets the requirements for existing agreements laid down in the present agreement, cf. above concerning contributions to existing schemes. A gross pay agreement that the employee did not follow up by establishing a pension scheme before 1 November 1993 – or for 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 employer's contributions). If this has not been done before the deadline, a pension scheme for the employees concerned shall be established within the scheme established by the parties to the collective agreement. The full amount shall be withheld by the 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 employer's contributions).

### **3. 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 individual employee's pay and employer's contribution to the scheme as a result of the mandatory pension contribution under the collective agreement, provided that the company makes use of its offset facility under the collective agreement.

### **4. PHASING IN OF PENSION**

#### **A.**

Future members of Dansk Erhverv Arbejdsgiver who have joined the Salaried Employees' Collective Agreement for Trade, Knowledge and Service no later than three months after becoming a member may opt to phase in the pension scheme under the following conditions. However, this excludes companies which HK HANDEL or HK/Privat required to join the collective agreement before they became a member of Dansk Erhverv Arbejdsgiver.

#### **B.**

The same applies to members of Dansk Erhverv Arbejdsgiver not currently covered by the collective agreement. In this connection, a representative of HK, by agreement with the company, may visit the company with the aim of discussing the option to set up a collective agreement with company management. HK shall, at the same time as it approaches the company, give written notification of this to Dansk Erhverv Arbejdsgiver.

#### **C.**

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, 20 per cent of the pension contribution applicable on this date shall be paid.

One year after joining, the pension contribution shall be increased to 40 per cent of the pension contribution applicable on this date.

Two years after joining, the pension contribution shall be increased to 60 per cent of the pension contribution applicable on this date.

Three years after joining, the pension contribution shall be increased to 80 per cent of the pension contribution applicable on this date.

Four years after joining, 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.

#### **D.**

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

#### **E.**

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

### **5. CONDITIONS OF ENTITLEMENT TO A PENSION**

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

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

However, the age requirement for trainees is 20 years.

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.

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.

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

For employees who receive old age pension benefits but are still active on the labour market and fulfil the conditions for entitlement to the pension

scheme, the company's pension contributions go to an annuity/early retirement pension without insurance elements. The company and the employee can enter into an agreement on the company's contribution being paid as an allowance not giving entitlement to holiday which is paid out annually together with the holiday allowance stipulated in the Danish Holiday Act, cf. section 23(2) of the Act. If the employee leaves, this will be paid together with the last wage payment.

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 holiday allowance, cf. section 23(2) of the Danish Holiday Act.

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

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

#### **6. CHANGE OF PENSION PROVIDER**

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

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

- A ballot on the change of pension provider shall be held among the employees at the 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.

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

- 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.

- 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.

Please refer to the guidance on change of pension provider on page 71.

#### **7. FLEXIBLE WAGE ACCOUNT**

Please also refer to the rules agreed on the flexible wage account, cf. section 4(2).

#### **8. INDEMNITY**

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

#### **9. RISK SURPLUS**

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

#### **10. REDEMPTION OF PENSION SCHEME**

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

Smaller pension funds may be redeemed in accordance with the applicable tax rules. The parties shall agree an upper limit for redemption. As of 1 March 2017, this limit has been set at DKK 8,000.00.

#### **Guidance on change of pension provider**

The following rules shall apply when there is a change of pension provider:

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

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 collective agreement, and will thus be covered by the Pension for salaried employees upon adoption of the collective agreement, cannot change their pension provider unless the parties come to an agreement on this.

The conditions for changing pension provider are:

•

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

•

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

•

The conditions set in the collective agreement for a change of provider must be fulfilled. These conditions are that there must be disability and death cover of at least DKK 60,000 and an old age pension.

•

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

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

#### *Consultation committee*

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

#### *Who should participate in the ballot?*

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

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

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

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

•

The employee must have reached the age of 18.

•

However, the age requirement for trainees is 20 years.

•

The employee must have been employed continuously for three months at one or more companies covered by the collective agreement, unless the employee is already covered by a collective occupational pension scheme upon joining the company.

#### *Information material*

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

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

The information may be provided in various ways.

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

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

#### *No costs to employees*

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

#### *Insurance brokers*

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

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

#### *The ballot itself*

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

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

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

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

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

No approval is required.

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

## **FRAMEWORK AGREEMENT ON HARASSMENT AND VIOLENCE**

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

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

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

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

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

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

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

### **Agreement on implementing the EU Fixed-term Work Directive**

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 – HK HANDEL 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 office and warehouse 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”: means a person having an employment contract or relationship entered into directly between an employer and a worker where the end of the employment contract or relationship is determined by objective conditions such as reaching a specific date, completing a specific task, or the occurrence of a specific event.
- B.**  
“a comparable permanent worker”: means a worker with an employment contract or relationship of indefinite duration, in the same establishment, engaged in the same or similar work/occupation, due regard being given to qualifications/skills.

Where there is no comparable permanent worker in the same 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 vocational training opportunities to enhance their skills,

career development and occupational mobility.

#### **SECTION 7. INFORMATION AND CONSULTATION**

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

As far as possible, 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.

## **TRADE UNION REPRESENTATIVES**

### **Agreement on the dismissal of trade union representatives etc.**

The parties have agreed that section 13(8) of the Salaried Employees' Collective Agreement for Trade, Knowledge and Service also applies to members of HK/Privat or HK HANDEL who have been elected as trade union representatives or working environment representatives, members of the European Works Council employed in Denmark and board members and substitutes elected by employees at the companies where the Salaried Employees' Collective Agreement for Trade, Knowledge and Service has not entered into force.

### **Agreement on pilot schemes regarding fixed surgery times for trade union representatives**

As a pilot scheme, voluntary agreements on fixed surgery times may be entered into between the company and the trade union representative during the period of the collective agreement where specifically agreed between the parties.

A surgery may consist in trade union representatives being able to go round talking to their colleagues and keeping their mobile phone turned on at set times.

If surgery times are agreed, this shall not restrict trade union representatives' general right to have the necessary time off to carry out their role.

### **Agreement on regional trade union representatives**

Voluntary agreements on regional trade union representatives may be entered into between the company and the employees where specifically agreed between HK/Privat – HK HANDEL and Dansk Erhverv Arbejdsgiver.

#### **RIGHT TO STAND FOR ELECTION**

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

#### **HOW CAN A REGIONAL TRADE UNION REPRESENTATIVE BE ELECTED?**

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

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

#### **ELECTION AS A REGIONAL UNION REPRESENTATIVE**

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

Tasks, obligations and dismissal of the regional union representative

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

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

## **NOTICE PERIOD/TERMINATION**

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

## **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, making the employment conditional on the workers entering into any such agreement would constitute a breach of the collective agreement.

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

### **Agreement on handling failure to report to/pay into the Skills Development Fund**

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

#### **FAILURE TO REPORT**

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 failure to report to Dansk Erhverv Arbejdsgiver 14 days after sending the second reminder.

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

After this deadline, Dansk Erhverv Arbejdsgiver forwards to HK/Privat – HK HANDEL a list of companies that still have not reported to Kompetencefonde.dk 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 – HK HANDEL the list of member companies that have not reported.

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

#### **FAILURE TO PAY**

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

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

After this deadline, Dansk Erhverv Arbejdsgiver forwards to HK/Privat – HK HANDEL a list of companies that still have not paid into the skills development 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 – HK HANDEL the list of companies that have not paid.

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

- Failure to report or delayed reporting to the skills development fund

- Failure to pay or delayed payment of contributions

	1st time	2nd time	3rd time	Subsequent times
Failure to report Out-of-court fine	DKK 2,000	DKK 4,000	DKK 6,500	Same
Failure to pay Out-of-court fine	Min. DKK 2,000 or 20 per cent	Min. DKK 4,000 or 20 per cent	Min. DKK 6,500 or 20 per cent	Same
Failure to report Fine agreed at joint meetings	DKK 3,000	DKK 5,500	DKK 8,250	Same
Failure to pay Fine agreed at joint meeting	Min. DKK 3,000 or 25 per cent	Min. DKK 5,500 or 25 per cent	Min. DKK 8,250 or 25 per cent	Same

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

The agreement enters into force on 1 March 2012 for cases of failure to report/pay from the 2012 payment and reporting year onwards.

Either party may terminate the agreement by giving three months' notice, but no earlier than 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 Salaried Employees' Collective Agreement for Trade, Knowledge and Service. 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 the office and warehouse business should be promoted in the best possible way.

### **2. TIME OFF FOR TRAINING**

The entitlement to time off for training laid down in the collective agreements has been extended to allow time for self-selected training which is relevant to employment within the scope of the Salaried Employees' Collective Agreement for Trade, Knowledge and Service. 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 six 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.

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 Salaried Employees' Collective Agreement for Trade, Knowledge and Service.

## **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 made according to section 3. The specific guidelines for this are laid down in the statutes of the skills development fund. The parties shall be equally represented on the board of the fund.



**B.**

The board of the fund shall 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 Salaried Employees' Collective Agreement for Trade, Knowledge and Service 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 Salaried Employees' Collective Agreement for Trade, Knowledge and Service 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 Salaried Employees' Collective Agreement for Trade, Knowledge and Service. The resources may be used for:

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

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. It is the company's training committee that establishes the criteria for the awarding of grants. Grants can only be granted according to the rules in section 4 d.

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, unused resources that exceed one year of 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 17, 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 Salaried Employees' Collective Agreement for Trade, Knowledge and Service 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. section 7(13), or to agency staff, where the length of service requirement of six months is upheld.

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, point d 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 29 February 2020.

### **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 during the period, aimed at improving qualification levels and therefore competitiveness in the 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 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 520.50 per year per full-time employee covered by the collective agreement. This amount shall be adjusted on 1 January 2020 to DKK 685.50. 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 – registration of practice)**

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 consultation committee exists, the training committee may constitute a sub-committee of this.

#### **JOINT ADMINISTRATION**

Joint administration of one or several other collective agreement area skills development funds may occur on the condition that HK/Privat – HK HANDEL is represented in the training committee.

Only representatives representing employees covered by collective agreements with “self-administrated” skills development funds can participate in the decision process for allocation of funds.

If joint administration occurs with other areas of the collective agreements, an employee-elected representative for the collective agreement area is entitled – via HK/Privat – HK HANDEL – to request organisation meetings, if the representative is of the opinion that there is a division of funds that does not favour the employees covered by the collective agreement.

If the matter is not resolved at the meeting, the collective agreement area can be withdrawn from joint administration following the organisation meeting with prospective effect so that the next payment will be made to the relevant skills development fund for the collective agreement area.

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

With a view to strengthening continuing vocational training and cooperation in the office and warehouse sector, 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 inspire more continuing vocational training activity.
- Contribute to skills assessment and advise on the planning of specific training opportunities.
- Inform, guide and inspire in order to promote cooperation between companies.

The training ambassadors/party consultants can also set up and complete regional information events, which, among other things, can provide information and inspiration about relevant further/advanced training opportunities, including through any increased involvement of training contacts.

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

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

The board of the Training and Cooperation Fund for 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.

### **Agreement on agreed qualification improvement**

Entitlement is given to a qualification improvement at full university training level (60 ECTS points) over a period of three years. This means that

they are free to enrol on a training course lasting no more than of 12 weeks, corresponding to 10 days of leave per academic module of 10 ECTS credits.

Conditions of this improvement include:

- The training course having been agreed with the employer
- The employee exercises the right to a total of six years of self-selected training, which are accumulated in two previous years (year 1 and 2), before the training begins, and is completed (year 3, 4 and 5)
- The 10 days of self-selected training earned in the next year after a completed university training course (year 6) are also considered to be used in connection with the training course
- The employee receives their usual salary during training and course fees, materials, etc., are covered as is customary for self-selected training.

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

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

The skills development fund's Board of Directors determines the recommended academic course on the basis of the existing positive list.

The parties agree that this agreement will be evaluated by the board of the skills development fund no later than 1 January 2019. The skills development fund's Board of Directors may recommend adjustments to the agreement during the collective agreement period.

The agreement shall enter into force on 1 September 2017. It has been agreed that the above is a pilot scheme applicable only in the period of the collective agreement. The pilot scheme will therefore lapse on 29 February 2020.

## **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 on the need for initiatives to promote the education of those 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 absence due to illness
- 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 inclusive 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 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 consultation committee.

In companies without any consultation 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 INCLUSIVE 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 ensure 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 so that they are able to enter and remain in the labour market.

The parties urge that an inclusive 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 Promotion 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 job
  - 
  - 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
  - 
  - Skills development pathway
  - 
  - 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.

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

#### **ABSENCE DUE TO ILLNESS**

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 a 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 absence due to illness;
- 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 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 pregnancy leave;
- to promote the 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 keeping 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 the EU Temporary Agency Work Directive (Directive 2008/104/EC of the European Parliament and of the Council of 19 November 2008 on temporary agency work)**

In connection with the preparation of the collective agreement negotiations, Dansk Erhverv Arbejdsgiver and HK/Privat – HK HANDEL have discussed the Temporary Agency Work Directive and the forthcoming Danish Temporary Agency Work Act.

The parties expect that the forthcoming implementation act will include authorisation for implementation to take place/to have taken place via collective agreements, cf. Article 5(3). Immediately after the Bill has been submitted for consultation, the parties will therefore continue discussions as to whether it is satisfied that harmonised norms have been reached, or whether the Act requires changes to the collective agreement. In the latter case, the parties will open negotiations with the aim of ensuring that any changes can enter into force at the same time as the legislative change.

### **Agreement on temporary agency staff agency staff**

The temporary staff protocol is a supplement to the remainder of the collective agreements, and thus also applies to its full extent to temporary staff.

The following deviations from the general rules of the collective agreement shall apply with respect to the accrual by temporary agency staff of length of service etc.

#### **1. PENSION**

The rules below replace section 5(3), second and third paragraph:

A pension is paid to temporary staff who either have reached the age of 18 and been in paid employment for the same temporary staff agency for a total of at least 1,443 hours during the past three years, or have reached the age of 18 and been enrolled in an occupational pension scheme based on a collective agreement from a previous employment relationship.

A pension is also paid to temporary staff who have reached the age of 18 and been in continuous employment for three months at one or more companies covered by the collective agreement.

#### **2. PENSION PROVIDER**

The rules below supplement the rules on pension providers in section 5(4) of the collective agreement:

Provided there is agreement between the temporary staff agency and the member of agency staff, an agreement may be drawn up for the pension contribution to be paid into a different scheme within the DA/LO area instead. The purpose of this is so that the temporary staff member can maintain a previously established occupational pension scheme.

#### **3. CHILDBIRTH**

The rules below replace section 10(5), point b:

Agency staff who, on the expected date of delivery, have been in paid employment with the same temporary staff agency for at least 1,443 hours within the past three years, or who have completed nine months' service, are entitled to maternity pay from four weeks before the expected date of delivery (pregnancy leave) and up to 14 weeks after the birth (maternity leave).

Adoptive parents who have been in paid employment with the same temporary staff agency for at least 1,443 hours within the past three years, or who have completed nine months' service, are paid 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 (Danish 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.

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

If the period between two temporary posts for the same temporary staff agency exceeds 12 months, all previously accrued service will lapse.

#### **4. CHILDBIRTH/PENSION**

The rules below replace the rules on length of service in section 10(5), point e for the accrual of entitlement to additional pension contributions during maternity leave:

During the 14 week period of maternity leave, the additional pension contributions specified in section 10(5), point e are paid for agency staff who, on the expected date of delivery, have been in paid employment with the same temporary staff agency for at least 1,443 hours within the past three years, or who have completed nine months' service at the temporary staff agency.

If the period between two temporary posts for the same temporary staff agency exceeds 12 months, all previously accrued service will lapse.

#### **5. EXTRA HOLIDAY DAYS**

The rules below replace section 12(1):

Agency staff who have been in paid employment with the same temporary staff agency for a total of at least 1,443 hours within the past three years, or who have nine months' continuous service in the temporary staff agency, are entitled to five extra holiday days.

If the period between two temporary posts for the same temporary staff agency exceeds 12 months, all previously accrued service will lapse.

#### **6. CHILDREN'S ILLNESS**

The rules below replace section 10(2), point a:

Temporary agency staff who have been in paid employment with the same temporary staff agency for at least 962 hours within the past three years, or who have completed six months' service at the temporary staff agency, are entitled to time off with pay when the time off is necessary to take care of the employee's sick child at home or children under the age of 14.

If the period between two temporary posts for the same temporary staff agency exceeds 12 months, all previously accrued service will lapse.

#### **7. CHILDREN'S ADMISSION TO HOSPITAL**

The rules below replace section 10(3), points a and b:

Agency staff who have been in paid employment with the same temporary staff agency for a total of at least 962 hours within the past three years, or who have six months' continuous service in the temporary staff agency, are granted time off when it is necessary in connection with admission to hospital, including when the admission takes place wholly or partly at home. The rule applies to children under the age of 14.

If the period between two temporary posts for the same temporary staff agency exceeds 12 months, all previously accrued service will lapse.

#### **8. HEALTHCARE SCHEME**

The rules below replace section 5(5), point a:

Temporary agency staff who are entitled to a pension, with nine months' continuous employment at the temporary staff agency, and who are employed on average for more than eight hours a week, are covered by a healthcare scheme.

#### **9. WORK DISPUTES**

When HK/Privat – HK HANDEL has informed the temporary staff agency in writing that a company is involved in a legal labour dispute, the temporary staff agency must not supply a labour force to the retail and office sectors of this company to carry out work affected by the dispute.

#### **10. UNEMPLOYMENT BENEFIT RULES**

Temporary staff agencies must, when giving work to or signing up agency staff, encourage these to find more information about the rules for unemployment benefit for when they are not working.

#### **11. WEEKDAY HOLIDAYS**

Agency staff shall be paid in full for weekday holidays that fall within the agreed work period.

#### **12. REIMBURSEMENT OF TRANSPORT COSTS**

Reimbursement of transport costs is agreed between agency staff and temporary staff agencies.

#### **13. DISPUTES RELATING TO THE QUALITY OF WORK CARRIED OUT BY AGENCY STAFF**

In the event of any disputes between the temporary staff agency and user company regarding the quality of work carried out by agency staff, the member of agency staff is always entitled to the agreed wage.

#### **14. AFFILIATE AGREEMENT**

The parties recommend that the temporary staff agency supplies an affiliate agreement to the member of agency staff as soon as possible after the member of agency staff starts at their first temporary post for the temporary staff agency. The Confederation of Danish Enterprise has prepared a standard affiliate agreement that the Confederation of Danish Enterprise members can download from [www.danskerhverv.dk](http://www.danskerhverv.dk).

If the temporary staff agency is obliged to prepare proof of employment in accordance with the Danish Employment Contract Act, this affiliate agreement and a job confirmation letter shall constitute the member of agency staff's proof of employment.

#### **15. FREEDOM OF CHOICE**

The temporary staff agency may choose to pay the applicable percentage rate, cf. section 4(2), to the member of agency staff together with payment of wages on an ongoing basis. It is an express requirement that this amount should appear separately on the member of agency staff's wage slip.

#### **16. DURATION OF TEMPORARY POSTS**

The parties recommend that the temporary staff agency, to the extent possible, offers temporary posts of a duration reflecting the agreement entered into between the temporary staff agency and the user company.

In the event of an extension of the temporary post, the parties also recommend that the temporary staff agency, insofar as possible, informs the member of agency staff of the extension before the end of the period initially agreed.

#### **Agreement on information relating to the use of temporary agency staff**

Where an industrial dispute case regarding temporary agency employees is initiated against a temporary staff agency that has not adopted a collective agreement (and is therefore covered by the Danish Temporary Agency Workers Act), the user 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 adopted 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.

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