

2020/2023

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.

DANSK  
ERHVERV

Danish Chamber of Commerce

# Content

Preable .....	7
1. Working hours.....	7
2. Permanent part-time employment.....	8
1. Payment .....	8
2. Time off in lieu .....	9
4. Pay.....	9
1. Determination of pay.....	9
2. Free-choice account.....	10
3. Calculation of pay for incomplete months .....	12
5. Pension and healthcare plan.....	12
1. Pension rates.....	12
2. Basis of calculation.....	12
3. Conditions for entitlement to pension .....	12
4. Change of pension provider.....	13
5. Certain insurance benefits for trainees .....	14
6. Young persons under 18 .....	14
7. Wages and working conditions for trainees .....	14
1. Area .....	14
2. Formal requirements .....	15
3. Probationary period .....	15
4. Minimum payment rate .....	15
5. Adult education.....	16
6. Illness, pregnancy and childbirth .....	16
7. Holidays after completed education.....	16
8. Occupational injuries .....	16
9. Working hours.....	16
10. Transportation .....	17
11. Reimbursement of expenditure in connection with courses .....	17
12. Internship abroad.....	17
13. Self-selected education and training .....	17
14. Training officers and education managers .....	18
15. Disputes.....	18
16. Length of service .....	18
17. Miscellaneous .....	18
8. Temporary assistance and temporary workers .....	18

9. Termination.....	18
1. Salaried employees .....	18
2. Non-salaried employees .....	18
3. Advice on dismissal .....	19
4. Education and training on dismissal .....	19
10. Absence due to illness and childbirth .....	19
1. Illness.....	19
2. Children’s illness.....	19
3. Hospitalisation of children .....	19
4. Time off in case of a child’s visit to the doctor .....	20
5. Days off for dependants.....	20
6. Childbirth (pregnancy, adoption and leave) .....	21
7. Time off due to force majeure .....	23
11. Holidays.....	23
12. Special holidays.....	23
1. Special holidays until 1 May 2020.....	23
2. Special holidays, transitional rules.....	23
3. Special holidays .....	24
13. Rules for union representatives.....	25
1. General comments.....	25
2. Where can the union representative be elected.....	25
3. Election of union representative .....	25
4. Union representative duties .....	26
5. Remuneration for elected union representatives .....	26
6. Local trade union clubs, notices.....	27
7. Access to IT and the internet .....	27
8. Refresher training on cessation of the union representative duties.....	27
9. Dismissal of a union representative.....	28
14. Working environment .....	28
15. The Development Fund.....	29
16. Continuing education and training and skills development .....	29
1. Education, training and skills development.....	29
2. Planning of skills development .....	29
3. Payment to the Industry Competence Development Fund.....	30
4. Sector or business-relevant continuing training and education.....	30
5. Self-selected education and training .....	30
6. Real skills development.....	31

17. Settlement of disputes .....	31
1. Organisation meeting.....	31
2. Industrial arbitration .....	31
3. Board of dismissals.....	32
4. General questions .....	32
5. Term .....	32
18. Creation of a collective agreement.....	32
1. Conditions .....	32
2. Procedure.....	33
19. Scope of the salaried employees' collective agreement .....	33
1. Salaried employees' collective agreement or special collective agreement.....	33
2. Rewriting of collective agreements to the salaried employees' collective agreement .....	34
20. Term of the collective agreement.....	34
Employment contracts.....	34
Agreement on employment contracts.....	34
Working environment.....	35
Agreement on health checks for night work .....	35
Working hours.....	35
Agreement on remote working .....	35
Agreement on implementation of the Working Time Directive (Council directive of 23 November 1993) .....	36
Agreement on on-call duty .....	36
Agreement on implementation of the EU Part-time Work Directive (Council directive of 1 July 1996) .....	37
Agreement on senior employees' scheme .....	39
Sustainability and digitization .....	40
Organisation agreement on sustainability and digitization.....	40
Organisation agreement on data protection .....	40
Agreement on electronic documents .....	40
Trainees.....	40
Agreement on pay and working conditions for short-term further education students.....	40
Holidays.....	41
Agreement on holidays .....	41
Commencement and termination of collective agreements.....	43
Agreement on the understanding of the 50 per cent rule .....	43
IT sector.....	43
Agreement on special provisions for the IT sector .....	43

Laboratory sector .....	44
Accession agreement for the laboratory sector .....	44
Warehouse sector .....	45
Agreement for the warehouse sector.....	45
Equal pay .....	47
Agreement on the implementation of the Danish Equal Pay Act.....	47
Pay.....	50
Agreement on staggered hours allowance .....	50
Agreement on the phasing in of contributions to the free-choice account.....	50
Non-standard agreements .....	50
Agreement on non-standard agreements .....	50
Pension.....	51
Agreement on pension schemes.....	51
Guidance on change of pension provider .....	54
Framework agreement on harassment and violence .....	57
Agreement on the implementation of the framework agreement on harassment and violence at work .....	57
Fixed-term employment .....	57
Agreement on the implementation of the directive on fixed-term employment.....	57
Union representatives.....	59
Agreement on dismissal of union representatives etc. ....	59
Agreement on pilot schemes on fixed office hours for union representatives.....	59
Agreement on regional union representatives.....	59
Time off for union representative duties.....	60
Education etc. ....	60
Agreement on handling of failure report/payment to the competency development fund .....	60
Agreement on the imposition of fines .....	61
Agreement on derogation from the agreement on the Industry Competence Development Fund .....	64
Agreement on staff appraisals (MUS).....	65
Agreement on qualification improvement .....	65
Agreement on education and cooperation fund .....	65
Agreement on education committees etc. (self-administration on skills funds – registration of practice) .....	66
Agreement on agreed qualification improvement .....	67
Agreement on phasing in contributions to the education and cooperation fund .....	67
Foreign employess .....	67
Agreement on a code for agreements with foreign employees.....	67

Agreement on wages for posted employees covered by the collective agreement.....	68
Temporary staff.....	68
Agreement on the temporary agency work directive (DIRECTIVE 2008/104/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 19 November 2008 on temporary agency work) .....	68
Agreement on temporary agency staff.....	69
Agreement on information relating to the use of temporary agency staff.....	71

# DANSK ERHVERV

Danish Chamber of Commerce

## Preable

- A. The terms and conditions laid down in this collective agreement apply to all employees, including bachelors within the sphere of activity that the collective agreement otherwise 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 this collective agreement.
- C. Special rules have been agreed for employees in the warehouse sector, see agreement on special provisions for the warehouse sector, page 64.
- D. Special rules have been agreed for employees in the IT sector, see agreement on special provisions for the IT sector, page 61.
- E. Special rules have been agreed for employees in the laboratory sector, see accession agreement for the laboratory sector, page 62.
- F. Salaried employees who occupy executive posts, or whose authority binds the enterprise to a large extent, or whose duties, owing to their very confidential nature, make them the enterprise's representatives, do not, however, fall within the scope of the collective agreement.

## 1. Working hours

- 1. The normal weekly effective working hours constitute up to 37 hours.
- 2. The working hours are set locally at the individual enterprise taking into consideration the interests of the employee and the enterprise.
- 3. The working hours of both full-time and part-time employees can be arranged using variable weekly working hours within a period not exceeding 26 weeks. If the working hours for the period are planned in such a way that they exceed 45 hours per week in one or more of these weeks, hours in excess of 45 hours must be paid with an overtime supplement, see 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, see subsection 1, or as an average for a period, see 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, see Council Directive 93/104/C of 23 November 1993 concerning certain aspects of the organization of working time.
- 5. For on-call shifts, telephone answering shifts and work in continuous operation, negotiations will be opened locally on shift plans and payment rules. Where agreement cannot be reached, either party can request that the parties be involved.

Otherwise, reference is made to the agreement on on-call duty, page 51.

- 6. Employees must have an aggregate break of at least 30 minutes per day, unless otherwise agreed. The total break time per day may not exceed one hour. On days where the working hours end before 14:00, it may be agreed between the parties that breaks will not be taken.
- 7. The provisions do not prevent flexitime schemes being agreed.
- 8. The employee is entitled to a day off with pay on either 24 December or 31 December, as chosen by the enterprise. Furthermore, the employee is entitled to time off with pay on Constitution Day.

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

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

## 2. Permanent part-time employment

1. Part-time employees are graded according to the same rules as full-time employees, and their wages are calculated using the ratio between the individual's weekly working hours and the applicable normal weekly working hours of the enterprise or the department.
2. When a full-time employee continues to work at the enterprise as a part-time employee, their pay is calculated as indicated above, but in relation to the individual's previous pay.
3. The normal working hours (duration and scheduling) 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, see section 9(2). In exceptional cases, it may however be agreed that part-time employees will participate in 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, however to the effect that, for part-time employees who are covered by the working hours planning over 26 weeks, time worked in excess of 45 hours per week must be paid with an overtime supplement, see section 3, even if the average standard weekly working hours for the period have not been exceeded, see 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.

### 3. OVERTIME

Overtime must be restricted as much as possible with due consideration for the needs of the enterprise.

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

Where possible, notice of overtime work must be given no later than the preceding day. For overtime work of which notice was given, but no part was actually performed, 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. Overtime for which supplements can be claimed, see sections 1 and 2, is paid at the hourly rate + 50 per cent for the first three overtime hours. Thereafter and for all overtime performed on Sundays and public holidays, it is paid at the hourly rate + 100 per cent.

Overtime work performed 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 when 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 is 100 per cent.
- C. The hourly rate is 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, so 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 performed.
- B. The scheduling of the time off in lieu is agreed between the enterprise and the individual employee, normally at one week's notice. If possible, the time off in lieu must be granted as full or half days off and taken within two months of performing the overtime.
- C. If the employee has reported sick to the enterprise before the start of the normal working hours on the day on which they were due to take agreed time off in lieu, the illness is 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.

## 4. Pay

### 1. Determination of pay

- A. Pay is agreed directly between the enterprise and the employee in each individual case. Assessment and any adjustment of wage conditions, including any agreements on function-based pay, are made 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 job, and any training received, and if an agreement on function-based pay has been entered into, see section 4(1) para F.
- C. Pay systems may be introduced at the individual enterprise for the purpose of enhancing the enterprise's competitiveness and development and also employee development.
- D. An employee is entitled to request negotiations with the enterprise where the pay differs significantly from the starting level for comparable groups of employees in the enterprise or comparable enterprises within the sector.  
Where the pay determined for the individual employee is in obvious conflict with the condition set out in subsection 1, para 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 of action according to the rules in effect from time to time for the hearing of industrial disputes, see the rules below on a committee with equal representation of parties.
- F. When setting wage levels, agreements may be concluded on function-based pay, taking due account of the principles set out in subsection 1, para b. Such an agreement may stipulate that the pay also includes payment for overtime and any other inconvenience, with the effect that no overtime payments are made, see section 3.

Any disagreements on wage levels for individuals for whom function-based pay has been agreed may be brought before a committee with equal representation of parties if it is clear that there is a significant disparity between the pay and the overall content of the post, see subsection 1, para b.

The committee with equal representation of parties is made up of two representatives of each of the parties for the purpose of preventing function-based pay resulting in a large number of cases.

If a majority of the members of the committee with equal representation of parties cannot agree on a given case, the committee is extended to include an impartial arbitrator appointed jointly by the parties. In the event of continued disagreement, the decision of the arbitrator is final.

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

The arbitrator will however decide, after a concrete assessment of the individual case, on 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 must be negotiated and determined on the principles laid down in the Danish Equal Pay Act.
- H. The parties have discussed the local wage formation. The pay increases that e.g. follow from any increases in the free-choice account may be included in connection with the individual pay assessment.

## 2. Free-choice account

### A. INTRODUCTION

To meet individual wishes for a choice between time off, pension or pay, the individual employee is given its own free-choice account.

### B. PAYMENT

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

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

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

### C. SPECIAL HOLIDAYS AND PENSION

#### *Transitional scheme*

Employees who as at 1 May 2020 are entitled to special holidays, may choose, no later than 1 June 2020 by contacting the enterprise in writing that one or more of the special holidays in the period from 1 May 2020 to 31 August 2021 should be converted into payments into the free-choice account instead of taking the special holidays. For special holidays awarded for the period from 1 May 2020 to 31 August 2021, a total of 6.67 special holidays, it applies that a special holiday can be converted into 0.375 per cent of the pay qualifying for holiday with pay in the period from 1 May 2020 to 31 August 2021. If all 6.67 special holidays are converted into payment into the free-choice account, thus 2.5 per cent is paid on an ongoing basis in the period from 1 May 2020 to 31 August 2021.

*The above section on a transitional scheme is deleted as at 1 September 2020 and replaced by the following section:*

Employees who as at 1 September 2021 are entitled to special holidays, may choose, in May each year (for the first time in 2019) by contacting the enterprise in writing that one or more of the special holidays for the coming holiday year should be converted into payments into the free-choice account instead of taking the special holidays. A special holiday may be converted into 0.5 per cent of the pay qualifying for holiday with pay. If all five special holidays are converted into payment into the free-choice account, thus 2.5 per cent is paid on an ongoing basis in the holiday year.

All savings deposits placed in the free-choice account contain holiday pay and also holiday allowance from the deposit even if it is paid as wages.

Employees who under the rules of the collective agreement are entitled to labour market pension when making their decision, may each year in May (for the first time in 2021) may give notification that the entire or part of the savings in the free-choice account should be paid to the pension scheme in the coming holiday year (1 September to 31 August). In 2020, the choice is made no earlier than 1 June and applies to the period from 1 May 2020 to 31 August 2021.

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

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

#### **D. PAYOUT**

An employee can opt to have paid out an amount from their free-choice account via their wage payment in connection with the employee taking time off, e.g. holiday, special holidays, days off for dependants or days off under the collective agreement, and a child's day two of sickness, but no more than twice per holiday period.

From 1 May 2020, the above also applies in case of visit to a doctor in connection with the child's illness.

The employee must notify the enterprise when a payout is to be made from the free-choice account. Notice must be given no later than on the 10th day of the month in which the payout is to take place. It is the employee who decides the amount of the payout, but amounts larger than the current balance cannot be paid out.

For employees that take senior days off in accordance with the rules on this, see the agreement on the senior employees' scheme, the balance on the free-choice account will be reduced by the wages paid out plus any holiday allowance/holiday pay.

#### **E. POSSIBILITY OF ONGOING PAYMENT**

If the employee does not have disposal of its entire free-choice account in connection with its free choice before 1 June, see above, the enterprise may pay out the remaining contribution on an ongoing basis with the employee's wages. It is a condition for payment that the enterprise can document that the employee has been requested to make a choice.

The parties to the collective agreement request the enterprises to take the initiative to inform the employees about the possibilities of the free-choice account, and the parties to the collective agreement prepare information material which can support this practice.

The enterprise may, with the local union representative, enter into a local agreement that until the entire contribution to the free-choice account, see section 4, subsection 2, para B ("PAYMENT") is paid on an ongoing basis with the wages. If there is no local union representative, the local agreement is concluded with the local HK branch. For groups and enterprises with more locations, an agreement can only be entered into with HK Privat – HK HANDEL.

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

#### **F. RESIDUAL SAVINGS IN THE FREE-CHOICE ACCOUNT**

If there is a surplus in the free-choice account at the end of the vacationing period (in 2020: at the end of the holiday year), the amount is carried over to the next holiday period for payout then.

On resignation, the free-choice account will be settled and any balance will be paid with the last payment of wages from the enterprise.

### 3. Calculation of pay for incomplete months

- A. When the pay for individual days is calculated for someone who has joined or left the enterprise in the course of the month or has taken holiday or unpaid leave, it must be calculated as the monthly wage minus 4.8 per cent for each day the relevant employee was not at work.
- B. Payment is made for Saturdays off and weekday holidays that fall within the work period.
- C. The parties agree that section 4, subsection 3, para a does not entail that any wage deduction is made when an employee who is paid function-based wages has compensating days off as part of the function-based pay agreement.

## 5. Pension and healthcare plan

### 1. Pension rates

- A. The total pension contribution will be 12 per cent of the pay-as-you-earn wages, see subsection 2.
- B. The enterprise's contribution is two thirds, and the employee's contribution is one third.

### 2. Basis of 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
- Staggered hours allowance
- Free-choice account
- Bonuses (although not birthday or anniversary bonuses etc.)
- Pay during maternity leave
- Monthly pay (including personal allowances)
- Profit sharing, paid in cash
- Extra work and overtime payment
- Performance-related pay, commission and bonus
- Sick pay paid by the employer
- Sickness holiday pay
- Hourly wages
- Holiday bonus

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

### 3. Conditions for entitlement to pension

All employees must 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.

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

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

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

For employees who receive old age pension benefits but are still active on the labour market and fulfil the conditions for entitlement to the pension scheme, the enterprise's pension contributions go to life annuity/discontinuing old-age pension without insurance elements. The enterprise and the employee can enter into an agreement on the enterprise'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. On resignation, this will be paid together with the last wage payment. Where the enterprise and the employee have agreed that the enterprise's contribution is paid with the holiday allowance, the enterprise may, from 1 May 2020 instead choose to pay the enterprise's pension contribution on an ongoing basis with the wage as an allowance not giving entitlement to holidays.

#### **Changes as at 1 May 2020:**

For employees reaching the retirement pension age on 1 May 2020 or later, the following applies: If the employee remains in employment after reaching retirement pension age, the employee must choose whether to continue savings for their pension (as far as is possible) or whether the pension is to be paid on an ongoing basis as an allowance not giving entitlement to holidays. The insurance coverage ends when the employee reaches retirement age. If the employee fails to make a choice, the enterprise continues paying into the pension scheme.

Employees having attained the age of 60 and who are not already covered by the pension scheme, must not have any labour market pension scheme created. For these employees, the enterprise's pension contribution is paid together with the holiday allowance. From 1 May 2020, the enterprise may choose to pay the enterprise's pension contributions on an ongoing basis with the salary as an allowance not giving entitlement to holidays.

*Comment:*

*If the Danish Parliament meets the parties' wish for financing of pension for 18 and 19-year-old trainees, the collective agreement is amended in compliance with the parties' agreement to that effect. An amended text will then appear from the collective agreement texts on the websites of the organisations.*

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

Unless otherwise stipulated in this agreement, the pension scheme must be established with:

Pension for Funktionærer (pension for salaried employees) – PFA Pension

Sundkrogsgade 4

DK-2100 Copenhagen Ø

Telephone: +45 39175000

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

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

- A ballot on the change of pension provider must be held among the employees at the enterprise who are entitled to a pension. The enterprise will inform the employees of the details and consequences of any change. If a majority of the votes cast are in favour of a change in provider, then this can take place.
- The conditions set 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 78.

Please also refer to the Agreement on pension schemes, page 72, and the free-choice account, see section 4(2).

## 5. Certain insurance benefits for trainees

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

- Disability pension
- Disability lump sum
- Critical illness insurance
- Death lump sum

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

The costs of the scheme are covered by the enterprise.

If the employee transfers to another employer's contribution pension scheme, the enterprise's obligation under this provision ceases to exist.

The insurance sums amount to the following amounts:

Disability pension at DKK 60,000 annually

Disability lump sum at DKK 100,000.

Critical illness insurance at DKK 100,000.

Death lump sum at DKK 300,000.

## 6. Young persons under 18

- All young persons under 18 are paid as follows:

	1 March 2020 DKK per month	1 March 2021 DKK per month	1 March 2022 DKK per month
Minimum pay	11,023.00	11,255.00	11,479.00

- 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.

- 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.

## 7. Wages and working conditions for trainees

### 1. Area

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, see the Danish Act on Vocational Training.

## 2. Formal requirements

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

The training agreement is only valid if the enterprise is approved as a place of education in the relevant area of education.

If the trainee is under 18, the agreement must also be signed by the party or parties with parental responsibility.

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

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

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

## 3. Probationary period

The probationary period is three months for trainees.

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 reason and without notice.

## 4. Minimum payment rate

	1 March 2020 DKK per month	1 March 2021 DKK per month	1 March 2022 DKK per month
1st year	11,422.00	11,616.00	11,814.00
2nd year	12,732.00	12,948.00	13,168.00
3rd year	14,008.00	14,246.00	14,488.00
4th year	15,176.00	15,434.00	15,696.00

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 above wages, as follows:

1 March 2020, DKK 960,00 per 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 an enterprise before they have completed their 18-week placement at vocational college, see section 4 of the current Executive Orders on Education and Training, are entitled to the applicable trainee wage from the time when 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 trainee programme, see 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 vocational test, the training agreement may be extended until a new final vocational test can be held.

If the failure to pass the final vocational test is due to a lack of training in the enterprise, 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 education. 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, see 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**

Reference is made to the applicable legislation and to section 10 of the collective agreement.

## **7. Holidays after completed education**

Trainees are covered the rules of the Danish Holiday Act.

Should trainees remain with the enterprise after completing the training, holiday is paid with the relevant wage.

## **8. Occupational injuries**

Trainees are covered by the enterprise'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 may not be employed for more than a total of eight hours per day, and the normal weekly working hours for trainees may 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 does 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 from work is paid for the full day(s) or week(s) concerned.

## **10. Transportation**

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 must use public transport. When public transport is used, the actual expenses incurred will be reimbursed. The cheapest and most appropriate form of transportation 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 above 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 enterprise always pays for the trainee's transport if the enterprise, in agreement with the trainee, chooses another college than the one located closest to the workplace and the travel distance does not exceed 20 km.

Rules issued by the Employers' Trainee Reimbursement Scheme in accordance with the Executive Order in force from time to time apply otherwise.

## **11. Reimbursement of expenditure in connection with courses**

The enterprise reimburses the trainee for costs for course materials up to DKK 800.00 for the complete training course. The enterprise also reimburses expenses incurred in connection with the final vocational test.

If the enterprise 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 enterprise.

Where the trainee attends a residential business college, the enterprise pays the fees charged by the college for meals and accommodation according to the current rules set by the Danish Ministry of Education.

## **12. Internship abroad**

Where posting abroad forms part of the training and is specified in the training agreement or one of its supplements, the Danish enterprise is the training and education officer.

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

The Danish enterprise pays for any relocation and travel required for posting abroad

## **13. Self-selected education and training**

As of 1 May 2014, after six months' employment with the same enterprise (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 education 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 vocational test is completed in accordance with the Executive Order on Education and Training.

During the practical training period there must be one or more skilled people, or people with equivalent qualifications, linked to the trainee in the capacity of training officer. This training officer contributes to training the trainee according to the rules for the internship and the trainee's training plan.

It is recommended that the training manager has 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 must be made to resolve disputes between trainees and the enterprise 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 enterprise after completing the training, the length of service is calculated from the date on which the training started.

## 17. Miscellaneous

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

## 8. Temporary assistance and temporary workers

Temporary assistance and temporary workers hired for a period of no more than one month, see 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 given 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.

## 9. Termination

### 1. Salaried employees

For employees who are salaried employees, reference is made 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.

On the part of the employee:

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

On the part of the enterprise:

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. Advice on dismissal

Employees who are dismissed due to restructuring, down-sizing, company closure or other matters of enterprise are entitled to pay during time off for up to two hours to seek guidance from the unemployment fund/the union. The time off is scheduled as quickly as possible after the dismissal and under due consideration of the production at the enterprise.

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

### 4. Education and training on dismissal

Employees who are dismissed due to restructuring, down-sizing, company closure or other circumstances of the enterprise, and who have at least six months of length of service, are entitled to education and training under the rules in section 16, subsection 5.

## 10. Absence due to illness and childbirth

### 1. Illness

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

B. The enterprise 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 enterprise will pay for the doctor's note in accordance with current legislation.

### 2. Children's illness

A. Employees with at least six months' length of service with the enterprise are entitled to time off with pay when the time off is necessary to take care of the employee's sick child at home or children under the age of 14.

B. This only applies to one of the child's parents and until such time as other care arrangements have been made, and extends to the child's first day of sickness. If the child falls sick during the employee's working day and the employee has to leave work as a consequence thereof, the employee is entitled to take time off with pay for the remaining working hours of that day. The enterprise may require documentation, e.g. in the form of a solemn declaration.

C. If the child continues to be ill after the first full day of sickness, the employee is entitled to an additional day off. This day off is taken without wages but the employee will be able to get payment from his/her free-choice account, see section 4, subsection 2, para D), first sentence.

### 3. Hospitalisation of children

A. For employees who have been employed in the enterprise for an unbroken period of six months, time off is granted when it is necessary that the employee is hospitalised together with a child under 14.

- B. Time off is granted for employees who have been employed by the enterprise for an unbroken period of six months when necessary in connection with hospitalisation, including when the hospitalisation takes place entirely or partly in the home. The rule concerns children under the age of 14.
- C. This time off only applies to one custodial parent and for a total of one week per child within a 12-month period.
- D. The employee must produce documentation for such hospitalisation on request.
- E. Full pay is granted as payment during illness.
- F. If the employee is entitled to unemployment benefits, the enterprise adopts this right.

#### 4. Time off in case of a child's visit to the doctor

With effect from 1 May 2020, the following applies:

Employees with at least nine months' length of service who have the right to take the child's first day of sickness, are entitled to time off in connection with doctor visits accompanying the child.

Employees who wish to take time off for doctor visits must notify the enterprise of this as early as possible.

Time off for doctor visits is taken without wages but the employee will be able to get payment from his/her free-choice account, see section 4, subsection 2, para D), first sentence.

#### 5. Days off for dependants

##### 5.1. DAYS OFF FOR DEPENDANTS UNTIL 1 MAY 2020

- A. Employees with at least nine months of length of service are entitled to take two days off for dependants per holiday year. Employees can take a maximum of two days of for dependants per holiday year irrespective of how many children the employee has. The rule concerns children under the age of 14.
- B. The days are scheduled according to agreement between the enterprise and the employee taking the interests of the enterprise into consideration.
- C. The days off for dependants are taken without wages but the employee will be able to get payment from his/her free-choice account, see section 4, subsection 2, para D).

##### 5.2. DAYS OFF FOR DEPENDANTS, TRANSITION RULES

With effect from 1 May 2020, the following applies:

- A. On 1 May, employees with at least nine months' length of service who have the right to take the child's first day of sickness, are entitled to 2.66 days off for dependants to be taken in the period from 1 May 2020 to 31 August 2021. Employees can take a maximum of 2.66 days off for dependants in the period irrespective of how many children the employee has. The rule concerns children under the age of 14.
- B. The days are scheduled according to agreement between the enterprise and the employee taking the interests of the enterprise into consideration.
- C. The days off for dependants are taken without wages but the employee will be able to get payment from his/her free-choice account, see section 4, subsection 2, para D).

##### 5.3. DAYS OFF FOR DEPENDANTS

With effect from 1 September 2021, the following applies:

- A. Employees with at least nine months' length of service who have the right to take the child's first day of sickness, are entitled to two days off for dependants per holiday period. Employees can take a maximum of

two days off for dependants per holiday period irrespective of how many children the employee has. The rule concerns children under the age of 14.

- B.** The days are scheduled according to agreement between the enterprise and the employee taking the interests of the enterprise into consideration.

The days off for dependants are taken without wages but the employee will be able to get payment from his/her free-choice account, see section 4, subsection 2, para D).

## **6. Childbirth (pregnancy, adoption and leave)**

- A.** Reference is made to the applicable legislation.

- B.** The enterprise will pay to employees, who at the expected date of delivery have nine months' length of service, wages during maternity leave from four weeks before the expected date of delivery (pregnancy leave) and until 14 weeks after childbirth (maternity leave).

Adoptive parents who have completed nine months' length of 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.

Wages correspond to the wages the employee would have earned during the period. The amount includes the maximum unemployment benefit rate determined by legislation.

Fathers receive wages for up to two weeks' paternity leave subject to the same conditions.

- C.** The enterprise pays full salary during parental leave for up to 13 weeks.

Out of the 13 weeks, each parent is entitled to take five weeks.

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

The payment for the remaining three weeks is granted to one of the parents.

The 13 weeks must be taken within 52 weeks after the childbirth.

Unless otherwise agreed, the employee must 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.

Each of the parents' leave can at the most be divided into two periods unless otherwise agreed.

It is a condition for payment that the employer is entitled to reimbursement corresponding to the maximum unemployment benefit rate. If the reimbursement is lower, the payment to the employee will be reduced accordingly.

- D.** As at 1 July 2020, the enterprise pays full salary during parental leave for up to 16 weeks. This change has an impact on employees with children for whom parental leave is started on 1 July 2020 or later.

Of these 16 weeks, the parent entitled to take 14 weeks of maternity leave has the right to take five weeks and the other parent has the right to eight weeks.

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

The payment for the remaining three weeks is granted to one of the parents.

The 16 weeks must be taken within 52 weeks after the childbirth.

Unless otherwise agreed, the employee must 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.

Each of the parents' leave can at the most be divided into two periods unless otherwise agreed.

It is a condition for payment that the employer is entitled to reimbursement corresponding to the maximum unemployment benefit rate. If the reimbursement is lower, the payment to the employee will be reduced accordingly.

- E. It is clarified that if the unemployment benefit rate is reduced, the salary paid is reduced 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. Out of the 13 weeks, each parent is entitled to payment for five weeks.  Payment ceases if the leave reserved for the individual parent is not taken. The payment for the remaining three weeks is granted to one of the parents.

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

<i>Leave periods:</i>	<i>Pay commitment:</i>
Pregnancy leave	4 weeks with full pay
Maternity leave	14 weeks with full pay
Paternity leave	2 weeks with full pay
Parental leave no later than week 52	16 weeks with full pay. Of these 16 weeks, the parent who is entitled to take the 14 weeks of maternity leave has the right to take five weeks and the other parent has the right to eight weeks.  Payment ceases if the leave reserved for the individual parent is not taken. The payment for the remaining three weeks is granted to one of the parents.

- F. During the 14 weeks of maternity leave, an extra pension contribution is paid for employees having nine months' length of service at the expected date of delivery.

The total pension contribution constitutes DKK 2,040 per month. Out of this, the enterprise's contribution is DKK 1,360 per month, and the employee's contribution is DKK 680 per month.

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

## 7. 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.

## 11. Holidays

- 1. The Danish Holiday Act applies.
- 2. Where there is no complete holiday shutdown, the enterprise must 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 58 of the agreement on holidays for information on the possibility of transferring holiday from one holiday year to another.

As at 1 September 2020, the above section is replaced by: As regards the possibilities of transferring holiday from one holiday period to another, reference is made to the agreement on holiday, page 58.

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

## 12. Special holidays

### 1. Special holidays until 1 May 2020

- A. Employees who have been continuously employed by the enterprise for nine months are entitled to five extra special holidays.
- B. The special holidays are converted to and taken as hours within the holiday year.
- C. The extra holiday days are paid in the same way as absence due to illness.
- D. Special holidays are scheduled according to the same rules as remaining holidays, see the Danish Holiday Act. However, notice to take special holidays in a notice period cannot be given following the enterprise's dismissal of the employee. Illness prior to a planned special holiday gives the right to a compensation special holiday.
- E. 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 special holiday not taken. The compensation will be paid together with the wages for June at the latest.
- F. No holiday pay and holiday allowance of wages during special holidays, or compensation for these, will be paid, and no pension is calculated on the compensation amount.
- G. Regardless of any job change, no more than five special holidays can be taken in each holiday year.
- H. When someone leaves, the enterprise must provide a written record of how many special holidays/special holiday hours are owing to the employee. The employee who has left can bring a claim for compensation for special holidays not taken in the period from 1 May to 30 September.

### 2. Special holidays, transitional rules

With effect from 1 May 2020, the following applies:

- A.** On 1 May 2020, employees who have been continuously employed by the enterprise for nine months, are granted 6.67 special holidays for taking in the period from 1 May 2020 to 31 December 2021. Employees who obtain nine months of length of service during the period from 1 May to 31 August 2020, are granted 6.67 special holidays at the time when the length of service has been obtained.

Employees who obtain nine months of length of service during the period from 1 September 2020 to 31 August 2021, are granted five special holidays at the time when the length of service has been obtained.

- B.** The special holidays are converted to and taken as hours within the period from 1 May 2020 to 31 December 2021.
- C.** The special holidays are paid in the same way as absence due to illness.
- D.** Special holidays are scheduled according to the same rules as remaining holidays, see the Danish Holiday Act. However, notice to take special holidays in a notice period cannot be given following the enterprise's dismissal of the employee. Illness prior to a planned special holiday gives the right to a compensation holiday.
- E.** If the extra holiday days are not taken before 31 December 2021, the employee can, within three weeks, make a claim for compensation equivalent to sick pay for every special holiday not taken. The compensation will be paid together with the wages for February at the latest.
- F.** No holiday pay and holiday allowance of wages during special holidays, or compensation for these, will be paid, and no pension is calculated on the compensation amount.
- G.** Irrespective of any job change, only 6.67 special holidays from the award 1 May 2020, in the period from 1 May 2020 to 31 December 2021 can be taken.
- H.** When someone leaves, the enterprise must provide a written record of how many special holidays/special holiday hours are owing to the employee. The employee who has left can bring a claim for compensation for special holidays not taken in the period from 1 January 2022 to 31 May 2022.

### 3. Special holidays

With effect from 1 September 2021, the following applies:

The employee is entitled to five special holidays within one holiday year.

The following applies to the right to take the special holidays:

- A.** The employee is entitled to five special holidays from the time when the employee has been continuously employed by the enterprise for nine months.
- B.** The special holidays are converted to and taken as hours within the holiday period.
- C.** The special holidays are paid in the same way as absence due to illness.
- D.** Special holidays are scheduled according to the same rules as remaining holidays, see the Danish Holiday Act. However, notice to take special holidays in a notice period cannot be given following the enterprise's dismissal of the employee. Illness prior to a planned special holiday gives the right to a compensation holiday.
- E.** If the extra holiday days are not taken before the end of the holiday period, the employee can accordingly, within three weeks, make a claim for compensation equivalent to sick pay for every special holiday not taken. The compensation will be paid together with the wages for February at the latest.
- F.** No holiday pay and holiday allowance of wages during special holidays, or compensation for these, will be paid, and no pension is calculated on the compensation amount.



- G. Irrespective of any job change, no more than five special holidays can be taken for each holiday period related to the special holidays granted.
- H. When someone leaves, the enterprise must provide a written record of how many special holidays/special holiday hours are owing to the employee. The employee who has left can bring a claim for compensation for special holidays not taken in the period from 1 January to 31 May after expiry of the holiday period.

## 13. Rules for union representatives

### 1. General comments

Enterprises 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 enterprise to a greater extent.

### 2. Where can the union representative be elected

#### A. AT LEAST SIX UNIONIZED EMPLOYEES

At any enterprise 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 unionized employees can elect from among themselves someone to be their trade union representative in relation to the management.

#### B. UP TO FIVE UNIONIZED EMPLOYEES

At enterprises where five or fewer unionized 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 UNIONIZED EMPLOYEES

At enterprises which employ 20 or more unionized 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 must fulfil the same conditions for election as the trade union representative, see 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 of 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 unionized, established and skilled employees who have been employed at the enterprise concerned for at least one year. At enterprises where there are fewer than five employees with at least one year of length of service, this number is supplemented with the unionized 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 enterprise as an adult trainee may continue to be a trade union representative. It is a condition that during the duration of any internship, the union representative works together with their election basis.

- B. At an enterprise with branches or geographically separated departments, an employee can only be elected as 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 must be made as soon as possible and no later than 14 days after the election.
- E. Any objection on the part of the management to the election must 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. Union representative duties

- A. The union representative is under an obligation to its colleagues and its organisation and to the employer to do its utmost to maintain and promote calm and fruitful cooperation at the enterprise.
- 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 management.

- C. The execution of the trade union representative's tasks must 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 must 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 attend 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 for elected union representatives

- A. Trade union representatives elected in accordance with subsection 3 will receive annual remuneration which is divided into four and then paid quarterly. The remuneration is paid as compensation for the union representative's attendance to its duties outside its working hours.
- B. The remuneration is not pensionable or include any holiday allowance.
- C. The election basis is calculated in case of new election of the union representative and subsequently once a year at the end of August. On cessation of the union representative duties, the remuneration ceases.

**D.** The remuneration constitutes:

Union representatives with an election basis up to and including 49 persons, receive annual remuneration of DKK 9,000.

Union representatives with an election basis of between 50 and 99 persons, receive annual remuneration of DKK 16,500.

Union representatives with an election basis of 100 or more persons, receive annual remuneration of DKK 33,000.

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

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

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

**6. Local trade union clubs, notices**

- A.** If the unionized employees of an enterprise or department thereof form a local union branch, the trade union representative will be the chairman.
- B.** To the extent that the work permits this, the management may, when requested to do so, grant permission for the time off necessary for members of the board of the local union to attend relevant courses.
- C.** The local union branch may put up union notices to the members in a place accessible by the employees. This place is 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 enterprise, the trade union representative must have the necessary access required to carry out their role.

**8. Refresher training on cessation of the union representative duties**

An employee who ceases as a union representative after having functioned as such for a consecutive period of at least three years and who is still employed at the enterprise is entitled to a discussion with the enterprise about the employee's need for updating of his or her professional competences. This discussion is held within one month after the employee has ceased working as a union representative and at the request of the employee. As part of the discussion, it is clarified whether there is a need for updating of professional competences and how the updating should take place.

If agreement cannot be reached, the employee is entitled to three weeks of professional updating. After six years consecutive function as a union representative, the employee is entitled to six weeks' professional updating.

The employee will participate in the refresher training without any deductions being made from their pay. It is a condition that statutory compensation for loss of wages can be granted for the training. The compensation for loss of wages is the duty of the enterprise.

When providing refresher training, support can be granted from the 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 union representative

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

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

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

- B.** A union representative may only be dismissed for 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 disputes procedure, 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 under section 4 of the Danish Salaried Employees Act.
- E.** If the enterprise maintains its dismissal of a union representative, although it was held to be unfair in the industrial procedure, the enterprise is obliged to pay compensation, the amount of which depends on the circumstances of the matter, in addition to wages during the notice period. This compensation 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 finally 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 made under section 4(3) of the general agreement. This question may, together with the question of whether there are compelling reasons for the dismissal, be dealt with as one 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 enterprise, is entitled to six weeks' notice of termination in addition to the employee's individual notice, if the employee is dismissed within one year after the end of the trade union representative duties.

## 14. Working environment

1. Reference is made to the provisions in the working environment legislation.
2. The parties agree that for keyboard work sufficient rest time for muscles under strain must be given at regular intervals.
3. At enterprises where there is no working environment organisation, the trade union representative elected under section 13 may direct requests or bring complaints to the enterprise which relate to working environment issues. Where there is a working environment organisation, requests or complaints must be dealt with by the enterprises 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 must 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 offered by HK Privat – HK HANDEL.

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

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

The parties recommend that the information, tools and guidelines on working environment available from time to time in the industry communities for working environment are used, and that the enterprises inform themselves to that effect on the websites of the industry communities.

## 15. The Development Fund

The enterprise pays DKK 0.45 into the DA/LO Development Fund for every hour worked. With effect from the first wage period after 1 January 2022, the amount will be raised to DKK 0.47 per working hour completed. The sum is collected in accordance with the decision of the main unions.

The funds are used for:

- a) Increasing the efficiency and developing further the cooperation and dispute resolution system at main union level within the DA/LO area as well as following up on EU and global trends, in particular, which may challenge the Danish model.
- b) Information and training, including for union representatives and safety stewards in the DA/LO area.

## 16. Continuing education and training and skills development

### 1. Education, training and skills development

With a view to enhancing the skills found throughout the enterprise and also the employees' vocational, general and personal development, it is recommended that the enterprise and the employees work systematically on both formal training and skills development at the workplace, both through the daily work, access courses and new methods of organising work, and also through continuing vocational training activities.

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

### 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 enterprise
- in collaboration with a training contact person appointed from among the employees
- on a training committee with equal representation
- in the works council

### 3. Payment to the Industry Competence Development Fund

The enterprise must pay a sum equivalent to DKK 920.00 per year per full-time employee covered by the collective agreement in accordance with the detailed guidelines in the Agreement on the Industry Competence Development Fund, page 88. For part-time employees, this amount will be reduced pro rata.

### 4. Sector or business-relevant continuing training and education

If the employee attends sector- or enterprise-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 enterprise, once the employee has been in continuous employment at the enterprise 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 enterprise for one year, the enterprise will pay course fees, transport and any lost wages to the extent that public funding does not cover the costs of relevant continuing vocational training courses recognised by the parties.

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

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

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

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

### 5. Self-selected education and 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 enterprise – 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 enterprise.

*Note:* See also the Agreement on derogations from the Agreement on the Industry Competence Development Fund, page 88, in which derogation from the requirement for six months of length of service is agreed for the collective agreement period of 1 March 2020 up to and including 28 February 2023.

Employees whose employment is terminated due to restructuring, cutbacks, company closures or other circumstances on the part of the enterprise and who have at least six months' length of service with the enterprise are entitled to an additional week off during the notice period with grants under the rules in paragraph 1. Under the same conditions, the employee is also entitled to make use of remaining time off with support from the 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 education for up to three years. However, the accumulated weeks may not be used if the employee is under notice of termination, unless the enterprise and the employee have agreed this or agreed otherwise. The oldest weeks must be taken first.

The opportunity to take long-cycle self-selected training courses is conditional on there being adequate resources in the Industry Competence Development Fund. The current rules also apply to enterprises which administer their own skills development fund resources, see paragraph 5 in the Agreement on the Industry Competence Development Fund, page 88.

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.

Enterprises which have training committees and at least 80 employees can set up a development fund at the enterprise in accordance with the detailed guidelines in the Agreement on the Industry Competence Development Fund, page 88.

*Comment:*

*Course participation may be made after resignation if the Danish Parliament meets the parties' requests for adaptations of the legislation. An amended text will then appear from the collective agreement texts on the websites of the organisations.*

## **6. Real skills development**

The parties agree that under the framework of the education and cooperation fund, to promote real skills development, including also the assessment of how enterprise-internal training efforts may be assessed and have the same status as external training.

## **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 enterprise, the dispute can be negotiated with the assistance of the parties in accordance with the rules below, unless other rules are laid down in the collective agreement, the general 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 officer concerned. The case must 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 must 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 must be held at the enterprise 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 demand that the matter be decided by industrial arbitration.

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

The defence must reach the other party within eight weeks of the statement of claim being received. The parties must agree on a proposed arbitrator no later than when a defence 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 is requested to appoint an arbitrator.

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

The production of evidence must be completed no later than two days before arbitration takes place, including the parties informing the other party who is to give evidence no later than eight days before arbitration takes place.

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

### **3. Board of dismissals**

Deadlines for commencing proceedings in accordance with section 4(3) of the general agreement before the board of dismissals can be departed from by agreement between the organisations.

The organisation that finds a case suitable for review before the Board of Dismissals can, by agreement with the other organisation, submit the case to the Board of Dismissals irrespective of whether the deadline for the case to be heard by the Board of Dismissals 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 must 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, must be brought before the main committee.

### **5. Term**

Each party may terminate these rules by giving three months' notice.

## **18. Creation of a 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 must 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 an enterprise would actually want 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, as a result of significant geographic separation or significant separation in terms of working conditions, they 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 enterprises that make arrangements breaching the fundamental principles of the collective agreement or that commit other similar breaches, e.g. by paying less than this collective agreement, and also where there are problems relating to the legislation on employment and working conditions. The negotiations may, if one of the parties so wishes, take place with the assistance of the parties.

Members of HK employed at the enterprise may also, by authorising a colleague (spokesperson) to represent them, allow this person, on behalf of the members, to request negotiations with the enterprise regarding the circumstances mentioned in the first paragraph. The spokesperson must be a member of HK and have been authorised by over half of the members within the scope of the collective agreement at the relevant enterprise, see section 18 of the collective agreement. If the spokesperson is dismissed by the enterprise, the trade union may demand negotiation to 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 must 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 must, 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 time limit may be deviated from according to 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 enterprise must 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 must 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 will 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 request for a collective agreement is presented after the 15th day of a month, the collective agreement enters into force on the first day of the following month.
- E. In cases where an agreement is reached on special provisions under section 19(1), para b), an agreement must also be reached on the date of entry into force of the collective agreement.

## 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 enterprise 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 an enterprise has working conditions or jobs which are not covered by the provisions of the collective agreement.

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

- A.** An enterprise – including organisations and associations – which on enrolment in Dansk Erhverv Arbejdsgiver has entered into a collective agreement with HK HANDEL and/or HK Privat, is covered from the date of the enrolment and without special termination of such collective agreement, but the salaried employees collective agreement.
- B.** As soon as possible after the enterprise's enrolment in Dansk Erhverv Arbejdsgiver, adjustment negotiations are initiated for the purpose of preparing any local agreements – or perhaps in connection with the admission of organisations and associations, special provisions – in such a way that existing collective agreement matters are not upset in their entirety.
- C.** After the expiry of the period of the collective agreement hitherto applicable, local agreements will be covered by D and E.
- D.** After the expiry of the collective agreement term in which they have been entered into, local agreements entered into under C can be terminated by both parties at two months' notice to the end of any month unless otherwise agreed. In case of termination of local agreements, it is the duty of the terminating party to arrange for the holding of local negotiations, and if agreement is not reached, have the matter processed at a mediation meeting, or perhaps an organisation meeting. The parties are not released from the terminated local agreement, custom or rules until these general rules have been observed even if the expiry date has been passed.
- E.** If the conclusion or termination of local agreements etc. entails changes to the employees wage or working conditions, which under the rules of the Danish Salaried Employees Act must be considered material, the individual notice period of each employee must be observed unless otherwise agreed. If, under this collective agreement special notice periods have been determined, the right of individual notice periods is superseded by these.
- F.** An enterprise – including organisations and associations – which on enrolment in Dansk Erhverv Arbejdsgiver has not entered into a collective agreement with HK HANDEL and/or HK Privat, within the salaried employees collective agreement area, is covered by the salaried employees collective agreement from enrolment. If the enterprise has no collective agreement at the date of enrolment, it is a precondition that the conditions in section 18(1) (the 50 per cent rule) has been met.

## 20. Term of the collective agreement

The collective agreement can be terminated no earlier than for expiry on 1 March 2023.

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

Copenhagen, March 2020

Dansk Erhverv Arbejdsgiver

HK Privat  
HK HANDEL

Michael Kjær  
Laurits Rønn

Simon Tøgern  
Per Tønnenes

## Employment contracts

### Agreement on employment contracts

- 1.** Reference is made to the version applicable from time to time of the Danish Act on the Employer's obligation to inform workers of the conditions of employment (the Danish Employment Contract Act).

Under 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 is defective, the enterprise can be ordered to pay a fine/compensation unless the defect is excusable and does not have any specific importance on the employment relationship.

Any complaints of breaches must be reported to the enterprise. If the circumstance complained about has not been remedied within five working days, a written claim must 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 by Dansk Erhverv Arbejdsgiver, the enterprise cannot be ordered to pay a fine/compensation unless there are systematic breaches of the provision on employment contracts.

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

3. Claims concerning whether the enterprise has met its duty of disclosure can be filed in accordance with the rules on industrial disputes.
4. If an employee hired before 1 July 1993 would like an employment contract, see subsection (1), and the employee presents a request for such a document, the enterprise must produce the proper information within two months of the request.

## Working environment

### Agreement on health checks for night work

Employees must 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 must 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 initiated 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 of 16 December 1998 on remote working remains unchanged.

3. The parties have prepared joint guidelines on remote working.

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

### **Agreement on implementation of the Working Time Directive (Council directive of 23 November 1993)**

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

- A.** The average weekly working hours within the office and warehouse sector, calculated over a 26-week period, may not exceed 48 hours including overtime, see 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 of 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 hours 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, see 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 must be transferred where possible to daytime work that suits them.

- C.** Any disagreements concerning the present agreement must be finally decided by industrial arbitration, see section 17. The industrial arbitration tribunal appointed to decide any such dispute must be competent to impose appropriate sanctions.

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

This 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 regulation in the collective agreement provides a better level of protection for employees than the Directive, the implementation agreement does not apply, see Article 18(3) of the Directive.

- D.** If amendments to the Directive remove the prerequisites for entering into this agreement, the must initiate negotiations on this.

### **Agreement on on-call duty**

The local parties may enter into a written local agreement that when employees are called to work during on-call shift, the daily 11-hour rest period (for work not covered by the annex to Executive Order No. 324 of 23 May 2002 on rest periods and rest days), may be deferred so that it is offered immediately after the end of the last

working period, and that the rest period can be within on-call duty hours. If the 11-hour rest period thereby extends to the following day, the employee must also have the usual 11-hour rest period within that day. This rest period may be similarly deferred.

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

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

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

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

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

With reference to the general agreement between the main unions 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).

### **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 guaranteed the rights laid down in the Directive under any existing agreement.

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

### **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.

### **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 enterprise having the same type of employment contract or relationship, who is engaged in the same or similar work/occupation, due regard being given to other considerations which may include length of service, and qualification/skills

Where there is no comparable full-time worker in the same establishment, the comparison must 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.

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

In respect of employment conditions, part-time workers may 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, see the “pro rata temporis” principle, will 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.

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

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

In view of the purpose of this agreement, see section 2, and the principle of non-discrimination, see 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 for the purpose of 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 enterprise 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 enterprise;
- 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 enterprise 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 enterprise.

## **6. COMMENCEMENT**

The agreement enters into force on 20 January 2001.

## **7. TERMINATION**

The agreement may be terminated by giving six months' notice to 1 July of any year. If one of the organisations wants any changes to the agreement, it must inform the other party of this six months prior to termination, whereupon negotiations must 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.

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

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

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

## **9. INDUSTRIAL DISPUTES PROCEDURE**

Where there is any disagreement on access to the rights laid down in this agreement, this must 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 applies, according to which the standard rules between DA and LO from time to time for handling industrial disputes apply.

### **Agreement on senior employees' scheme**

The employee may enter into a senior employees' scheme from a period of five years before the retirement pension age for the employee in force from time to time.

#### **FREE-CHOICE ACCOUNT**

In the senior employees scheme, the employee can choose to use the payment to the free-choice account to finance senior days off.

#### **PENSION CONTRIBUTION**

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

#### **SPECIAL HOLIDAYS NOT TAKEN**

The employee and the enterprise may agree that from a period of five years before the implementation of the senior employees' scheme, the employee can save the value of special holidays not taken, see section 12, and accumulate this. The value thereof can be paid in connection with the taking of further senior employees' days off.

According to this provision, a maximum of special holidays can be taken corresponding to the accumulated amount, see the payment below.

#### **TAKING OF SENIOR DAYS OFF**

When taking days off for senior employees, the free-choice account will be reduced by an amount corresponding to sick pay. Illness prior to a planned senior day off gives the right to a compensation senior day off.

#### **CHOICE REGARDING SENIOR EMPLOYEES' SCHEME**

Unless otherwise agreed, the employee must in May (in 2020, 1 June at the latest) inform the enterprise in writing whether the employee wishes to enter into a senior employees' scheme with senior employees' days off in the next holiday period and in this connection how large a part of the pension contribution the employee wants to convert into wages. In addition, the employee must give notice of how many days off for senior employees the employee wants to take in the coming holiday period. This choice is binding on the employee and will continue in the following holiday years. However, the employee may each year in May (in 2020 no later than 1 June) inform the enterprise if changes are requested for the coming holiday period.

#### **Transition to the new holiday year**

The number of senior days off which the employee must decide on no later than 1 June 2020, can be taken in the period from 1 May 2020 to 31 December 2021. The employee must make a new choice about senior days off in May 2021 with effect from the holiday period starting on 1 September 2021.

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

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

At agreement on permanent reduction in weekly working hours, the converted pension contribution can be paid on an ongoing basis as a special allowance to the wages.

The conversion does not alter the existing basis of calculation of the collective agreement and is therefore cost neutral for the enterprise.

This provision will take effect as of 1 March 2017; however, such that employees can at the earliest take senior days off for the holiday year 2017-2018.

## Sustainability and digitization

### Organisation agreement on sustainability and digitization

The parties agree that the employees must be able to use the technology and understand the possibilities and challenges of digitization. The most recent years have seen a number of new educations which at several education levels focus on digitization and technology. The parties agree to support and contribute to more applying for educations and training what develop their skills within digitization and technology.

Technological understanding and digital skills are important, but also new knowledge and training that prepare the newly educated to live up to the increasing expectations as regards e.g. knowledge about sustainable technological solutions and climate impact, are important.

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

On that basis, the parties agree during the collective agreement period to work for more training in sustainability and digitization that can prepare both the employees and enterprises to meet the future requirements.

### Organisation agreement on data protection

Dansk Erhverv Arbejdsgiver and HK HANDEL - HK Privat agree that provisions in collective agreements and the associated case handling must be interpreted and processed in accordance with the General Data Protection Regulation (EU 2016/679) which came into effect in Denmark on 25 May 2018.

Dansk Erhverv Arbejdsgiver and HK Handel - HK Privat agree that at the implementation of the General Data Protection Regulation it must be ensured that the present practice for gathering, storage, processing and disclosure of personal data in accordance with employment and labour law obligations can continue.

### Agreement on electronic documents

The enterprises may with discharging effect deliver and pay slips and any other documents that are to be exchanged during or after the continuous employment via the available electronic mail solutions, e.g. e-Boks or via email.

When employees are exempt from receiving digital mail from public authorities, the electronic solution is not used.

## Trainees

### Agreement on pay and working conditions for short-term further education students

#### 1. SCOPE

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

#### 2. FORMAL REQUIREMENTS AND EMPLOYMENT CONDITIONS



An employment agreement is issued for students on short-term higher education programmes with a paid internship. 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-term higher education programmes with prior vocational training in the commercial and office sector are paid as follows during their internship period:

Minimum payment rate:

1 March 2020 DKK per month	1 March 2021 DKK per month	1 March 2022 DKK per month
21,732.00	22,102.00	22,477.00

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

Minimum payment rate:

1 March 2020 DKK per month	1 March 2021 DKK per month	1 March 2022 DKK per month
16,439.00	16,718.00	17,002.00

## Holidays

### Agreement on holidays

This agreement has been entered into under the Danish Holiday Act.

The agreement applies to 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 apply to the said employment.

### 1. INDUSTRIAL DISPUTES PROCEDURE

Disputes concerning the provisions contained within this agreement must 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 disputes procedure provided that this has been agreed in the individual case.

### 2. EARNING AND TAKING HOLIDAYS IN HOURS

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

If an enterprise decides that holiday is to be earned and taken in six-day holiday weeks, it must 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 holiday year, equivalent to five weeks x 37 hours. Part-time employees earn a proportional number of hours of holiday per holiday year.

In connection with this, it must be ensured that holiday is not taken for fewer hours than the planned number of working hours on the day in question and that the total holiday is not less than five weeks counted as 25 full days, where compensatory days off and working days are included proportionately. Holidays should be taken in full weeks as far as possible.

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

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

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

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

Where the holiday guarantee scheme is not used, it can locally be agreed in writing that holiday is taken in hours.

### **3. HOLIDAYS WITHOUT PAY**

Reference is made to section 4, subsection 3 of the collective agreement.

### **4. TRANSFER OF HOLIDAYS**

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

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

If an employee who has transferred 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 guarantee scheme has been used.

Dansk Erhverv Arbejdsgiver guarantees holiday transferred for which the holiday guarantee scheme of the collective agreement has been used.

Notice can be given that transferred holiday is to be taken within a month, since the holiday is considered to be remaining holiday.

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

Any holiday corresponding to holiday transferred cannot be considered as taken in a release from the duty to work period unless this has been agreed.

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

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

### **6. COMMENCEMENT**

This agreement commences on 1 September 2020 and replaces the previous Agreement on holiday which is printed on page 52 in the salaried employees collective agreement for Trade, Knowledge and Service 2017/2020.

## Commencement and termination of collective agreements

### Agreement on the understanding of the 50 per cent rule

#### 1. WHEN SHOULD THE RULE BE MET?

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 para 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 enterprise, but temporary replacements for such people are not included even if the period of cover exceeds three months.
- E. Employees under notice of termination are included if they can still be regarded as being employed by the enterprise.  
Employees who leave in the relevant week are only included if they have been employed for the whole week.  
Employees who join in the relevant week are included as if they had been employed by the enterprise for the whole week.
- F. Extra staff who are not employed beyond three months are not included.
- G. Temporary staff employed through an agency are not included.
- H. Home workers are not included.
- I. 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:

Less than 15 weekly hours:	not included
From 15 until 30 hours per week:	included at 50%
30 hours per week or more:	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 para f) of the preamble to the collective agreement.

## **1. DEMARCATION OF THE IT SECTOR AND THE 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 in 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 are given the opportunity to attend appropriate continuing vocational training courses in this sector, see section 16.

## **4. ON-CALL SHIFTS AND SHIFT WORKING**

If on-call shift arrangements and work in continuous operation are introduced, negotiations must be opened locally. Either party may request that the parties are involved.

## **5. OVERTIME**

The parties agree that overtime can be a special problem in the IT sector and therefore recommend that overtime should be limited as much as possible, with due consideration for the needs of the enterprise, 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, as amended.

For each training course, a written internship agreement is drawn up in relation to the internship agreement for laboratory trainees agreed by the parties, as amended.

Otherwise, reference is made to the rules of the Danish Salaried Employees Act.

#### **A. Internship**

The internship 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 internship is organised in such a way that the trainee is given the best possible insight into the enterprise's laboratory work.

## 2. PAY

### A. Laboratory trainees

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

Minimum payment rate:

	1 March 2020 DKK per month	1 March 2021 DKK per month	1 March 2022 DKK per month
According to 7, subsection 4, the fourth year	15,176.00	15,434.00	15,696.00
Increase for trainees	1,689.00	1,718.00	1,747.00
Total minimum payment rate	16.865.00	17,152.00	17,443.00

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

**B.** Employees trained as laboratory assistants, 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.

### 3. HOLIDAYS

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

As at *From 1 September 2020, the following applies:* Laboratory trainees are covered by section 42 of the Danish Holiday Act.

Should the trainee remain with the enterprise 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 enterprise must 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 for work solely in warehouses.

## **1. WORKING HOURS**

- A.** The normal weekly effective working hours constitute up to 37 hours.
- B.** The working hours are set locally at the individual enterprise taking into consideration the interests of the employee and the enterprise.
- 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 must be paid with an overtime supplement, see 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, see para a), or as an average for a period, see 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, see Council Directive 93/104/C of 23 November 1993 concerning certain aspects of the organization of working time. The provision in the collective agreement on limiting overtime work 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 of 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 enterprise. Furthermore, the employee is entitled to time off with pay on Constitution Day.

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

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

## **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 hours during the night-time period or perform 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, see 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 must be transferred where possible to daytime work that suits them.

- F. Employees must 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 must be offered health checks at regular intervals not exceeding two years.

### **3. AGREEMENT ON STAGGERED HOURS ALLOWANCE**

The parties agree that voluntary agreements on the payment of staggered hours allowances can be entered into at enterprises, see page 65 of the applicable agreement.

### **4. LOCAL AGREEMENTS AND WAGE FORMATION**

The parties recommend that it is discussed locally at the enterprise the possibility of entering into local agreements. It is further recommended that discussions are initiated locally about the wage formation at the enterprise, i.a. with reference to section 4(1) of the collective agreements.

### **5. PAY SYSTEMS**

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

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

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

### **7. 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 72 of the collective agreement.

### **8. SEVERANCE PAY**

If a non-salaried employee who has been employed at the same enterprise as a non-salaried employee for a consecutive period of three, six or eight years is dismissed without any fault on their part, at the time of the employee's resignation, the enterprise must pay special severance pay at DKK 5,000.

Severance pay is not paid if the employee has found other employment, receives pension or does not receive unemployment benefits for any other reason at the time of resignation. However, the severance pay is paid if the employee is on family leave granted according to section 118 of the Danish Service Act and solely for this reason receives no unemployment benefit. Finally, severance pay will not be paid if the employee is employed on terms similar to those in the Danish Salaried Employees Act or is already entitled to severance pay, extended notice period or similar terms putting the employee in a more favourable position than the general notice provisions 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 dismissals that take place after 1 May 2017.

## **Equal pay**

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

- 1. No discrimination on the ground of gender as regards pay may take place in contravention of this agreement. This applies to both direct and indirect discrimination.

*Subsection 2.* Any enterprise must give women and men equal pay, including all pay elements and pay conditions, for the same work or work given the same value. If a classification system is used in pay

determination, this must be based on the same criteria for male and female employees and be designed to prevent any discrimination on the ground of gender.

*Subsection 3.* The evaluation of the value of the work must take place on the basis of a general evaluation of relevant qualifications and other relevant factors.

2. Direct discrimination exists where an employee due to his or her gender is treated worse than another employee is, has been or will be treated in a similar situation. Any form of unequal treatment of a female employee in connection with pregnancy and during the 14 weeks of absence after the birth is considered direct discrimination.

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

*Subsection 3.* Pay means the ordinary basic or minimum wage and all other consideration, whether in cash or in kind, which the employee receives directly or indirectly, in respect of his or her employment, from his or her enterprise.

3. An employee whose pay is lower than that of others in contravention of section 1 has a claim to the difference.

*Subsection 2.* An employee whose rights have been violated due to discrimination as regards pay on the ground of gender may be awarded compensation. The compensation must be fixed with due regard to the employment period of the employee and other circumstances in the particular 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, see section 6 below, or where there are specific circumstances.

Demands for fines, see subsection 2, must be raised no later than the organisation meeting, see the 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.

*Subsection 3.* Where a disagreement includes elements dealt with under the rules set out in the Cooperation Agreement, see 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.

4. An employee has a right to pass on information relating to own wage conditions. This information can be passed to anyone.
5. An enterprise is not allowed to dismiss or otherwise treat an employee, including an employee representative, unfavourably as a reaction to a complaint or for having put forward a claim for equal pay, including equal pay conditions, or for passing on information on pay. An enterprise is not allowed to dismiss an employee or an employee representative for having put forward a claim under section 7(1).

*Subsection 2.* It is incumbent on the enterprise to prove that a dismissal has not been effected in contravention of the rules laid down in subsection 1. However, if the dismissal takes place more than one year after the employee has put forward the claim for equal pay, the first sentence only applies where the employee is able to establish factual circumstances which give grounds to presume that the dismissal has taken place in contravention of subsection 1.

*Subsection 3.* A dismissed employee may claim compensation or reemployment. Any re-engagement is made in compliance with the principles of the general agreement. The compensation must be fixed with due regard to the employment period of the employee and other circumstances in the particular case.



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

*Subsection 2.* The wage statistics broken down by gender as stipulated in subsection (1) must be prepared for employee groups with a level of detail corresponding to the six-digit DISCO code. Furthermore, the enterprise is obliged to account for the design of the statistics and the wage concept applied.

*Subsection 3.* Enterprises reporting their annual wage statistics to the Confederation of Danish Employers may obtain wage statistics broken down by gender as stipulated in subsection 1 from Dansk Erhverv Arbejdsgiver. Enterprises may alternatively request free statistics broken down by gender according to subsection (1) from Statistics Denmark.

*Subsection 4* The enterprise's obligation to prepare wage statistics broken down by gender in accordance with subsection 1 is lifted if the enterprise and the employees at the enterprise agree to prepare a report. Such report must contain a description of the factors contributing to the determination of pay for men and women at the enterprise as well as specific action-oriented initiatives, which may extend over up to three years, and the follow-up on these during the reporting period. The report must cover all employees at the enterprise and be treated in accordance with the rules stipulated in the cooperation agreement. The report must be finalised by the end of the calendar year in which the obligation to prepare wage statistics broken down by gender is applied, at the latest.

- 7 An employee who finds that the enterprise does not comply with the duty to offer equal pay, including equal pay conditions, as stipulated in this agreement, may bring industrial action to establish the claim.

*Subsection 2.* Where an employee who finds that he or she has been discriminated against under section 1 can demonstrate factual circumstances which give grounds to presume that direct or indirect discrimination has taken place, it is incumbent on the enterprise to prove that the principle of equal treatment has not been violated.

- 8 Where HK/Privat – HK HANDEL finds grounds for an equal pay case, an inspection at the enterprise by the parties may be arranged before negotiations begin.

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

- 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 must be exhausted, see the introductory paragraphs and subsection (1) in section 17 of the collective agreement. Other matters concerning the interpretation and understanding of and contravention of the Danish Equal Pay Act or equivalent implementing agreements must be brought before the Equal Pay Board set up between DA and LO/the parties.

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

## Pay

### Agreement on staggered hours allowance

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

### Agreement on the phasing in of contributions to the free-choice account

**A.** New members of Dansk Erhverv Arbejdsgiver who have joined the Salaried Employees' Collective Agreement no later than three months after becoming a member may opt to phase in the free-choice account under the rules below, if on commencement of employment the enterprise has not already established a free-choice account or similar scheme, or if the enterprise has a free-choice account or similar scheme with lower contributions. An enterprise which before the commencement of employment has a free-choice account or similar scheme with the same contribution as that applicable at the time of commencement of employment, is not covered by the paras B-D below.

**B.** The enterprise may deduct from the wage the contribution applicable to the free-choice account at the time of commencement of employment, see clause 4(2) para B, less 4.0 percentage points. However, no more can be deducted than the individual employee still earns the minimum wage rates determined in the collective agreement and other statutory wage elements of the collective agreement.

**C.** From the commencement of employment, the enterprise is obliged to pay contributions to the free-choice account under section 4(2), para B, less 4 percentage points, and contributions under the phasing-in scheme in para D below. If the enterprise does not want to phase in, the full contribution is paid in accordance with clause 4(2), para B.

**D.** As regards the 4.0 percentage points, new members of Dansk Erhverv Arbejdsgiver may demand phasing in as follows:

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

No later than one year after becoming a member, 2.0 per cent is paid as contribution to the free-choice account.

No later than two years after becoming a member, 3.0 per cent is paid as contribution to the free-choice account.

No later than three years after becoming a member, 4.0 per cent is paid as contribution to the free-choice account.

**E.** In each case, in connection with the accession to the collective agreement, it is specified how the phasing-in takes place.

**F.** Any free-choice account or similar scheme that existed at the time of commencement of the collective agreement, ceases and is replaced by the collective agreement free-choice account.

**G.** Phasing-in schemes established before 1 March 2020 continue unchanged.

**H.** With effect from 1 June 2020, HK Handel and HK Privat receive, no later than on the 20th day of each month, an updated membership list of the new members of Dansk Erhverv Arbejdsgiver for the preceding month.

## Non-standard agreements

### Agreement on non-standard agreements

It is agreed that it is appropriate to build up experience of non-standard agreements.

The parties therefore agree that, within the scope of the collective agreement, non-standard agreements may be entered into, including agreements to deviate from 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 are entered into locally between the enterprise or groups of enterprises 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 replace 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, see below, and a lump sum of DKK 60,000 in the event of death or disability. If these conditions are not satisfied at the outset, the enterprise must ensure that the scheme is modified. In connection with any future adjustments of contribution levels, the enterprise may withhold an amount of the employee's pay equal to the employee's contribution to the pension scheme stipulated in the collective agreement.

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

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

Enterprises covered by the collective agreement in the future – whether they are current or future members of Dansk Erhverv Arbejdsgiver – will fall under a pension obligation from the date on which the collective agreement comes into force. The conditions that existing pension agreements entered into by such enterprises may be considered to satisfy the pension obligations of 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 have been satisfied (requirements relating to the benefit structure), and that any necessary adjustment of the agreements is made no later than six months after the collective agreement has entered into force.

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

## **2. GROSS PAY AGREEMENTS**

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

In this connection, the enterprise is entitled to 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 time limit, a pension scheme for the employees concerned must be established within the scheme established by the parties to the collective agreement. The full amount must be withheld by the enterprise from the gross pay and paid to the pension company.

Gross pay agreements entered into from 1 January 1993 onwards must be followed up by establishing a pension scheme within the scheme founded by the parties, and in this connection the enterprise is entitled to withhold an amount of the employee's gross pay equal to the contribution to the pension scheme stipulated in the collective agreement (the sum of the agreed employee's and employer's contributions).

## **3. OFFSET**

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

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

**A.** Future members of Dansk Erhverv Arbejdsgiver who have joined the 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 on the following conditions. However, this excludes enterprises 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 enterprise, may visit the enterprise for the purpose of discussing the option to set up a collective agreement with the enterprise's management. HK shall, at the same time as it approaches the enterprise, give written notification of this to Dansk Erhverv Arbejdsgiver.

**C.** The pension scheme is 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 must be paid.

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

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

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

Four years after joining, the pension contribution is 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. In each case, in connection with the accession to the collective agreement, it is specified how the phasing-in takes place.
- E. The agreement on pension schemes within the collective agreement applies.

## **5. CONDITIONS FOR ENTITLEMENT TO PENSION**

All employees must have a pension scheme in place 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.

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

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

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

For employees who receive old age pension benefits but are still active on the labour market and fulfil the conditions for entitlement to the pension scheme, the enterprise's pension contributions go to life annuity/discontinuing old-age pension without insurance elements. The enterprise and the employee can enter into an agreement on the enterprise'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. On resignation, this will be paid together with the last wage payment. Where the enterprise and the employee have agreed that the enterprise's contribution is paid with the holiday allowance, the enterprise may, from 1 May 2020 choose to pay the enterprise's pension contribution on an ongoing basis with the wage as an allowance not giving entitlement to holidays.

### **Changes as at 1 May 2020**

For employees reaching the retirement pension age on 1 May 2020 or later, the following applies:

If the employee remains in employment after reaching retirement pension age, the employee must choose whether to continue savings for their pension (as far as is possible) or whether the pension is to be paid on an ongoing basis as an allowance not giving entitlement to holidays. The insurance coverage ends when the employee reaches retirement age. If the employee fails to make a choice, the enterprise continues paying into the pension scheme.

Employees having attained the age of 60 and who are not already covered by the pension scheme, must not have any labour market pension scheme created. For these employees, the enterprise's pension contribution is paid together with the holiday allowance. From 1 May 2020, the enterprise may choose to pay the enterprise's pension contributions on an ongoing basis with the salary as an allowance not giving entitlement to holidays.

Unless otherwise stipulated in this agreement, the pension scheme must be established with:

Pension for Funktionærer (pension for salaried employees) – PFA Pension  
Sundkrogsgade 4  
DK-2100 Copenhagen Ø  
Telephone: +45 39175000

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

Enterprises covered by collective agreements wanting to make a change of pension provider, may do so.

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

- A ballot on the change of pension provider must be held among the employees at the enterprise who are entitled to a pension. The enterprise will inform the employees of the details and consequences of any change. If a majority of the votes cast are in favour of a change in provider, then this can take place.
- The conditions set 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.
- If the administration costs charged by the pension provider are increased extraordinarily in relation to general market terms, the parties agree that the pension can be transferred to an occupational pension chosen by the enterprise, the administration costs of which are in line with general market terms.

Please refer to the guidance on change of pension provider, page 78.

## **7. FREE-CHOICE ACCOUNT**

Reference is also made to the rules agreed on the free-choice account, see section 4(2).

## **8. INDEMNITY**

Documentation to show that enterprises covered by the collective agreement meet 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 of the collective agreement and that the pension company warrants this.

## **9. RISK SURPLUS**

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

## **10. REPURCHASE OF THE PENSION SCHEME**

The pension scheme may only be repurchased if the insured takes up permanent residence abroad. Repurchase is subject to the applicable tax rules.

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

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

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

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

Enterprises covered by collective agreements wanting to make a change of pension provider, may do so. However, this does not apply to enterprises which have previously had pension agreements with FunktionærPension, or which are otherwise covered by the FunktionærPension portfolio in Pension for salaried

employees – PFA Pension. Finally, enterprises which have already entered a pension scheme before entering the collective agreement, and will thus be covered by the pension for salaried employees on accession of the collective agreement, cannot change their pension provider unless the parties come to an agreement on this.

The conditions for a change of pension provider are:

- A ballot on the change of pension provider must be held among the employees at the enterprise who are entitled to a pension.
- The enterprise must inform the employees of the details and consequences of any change. If a majority of the votes cast are in favour of a change in provider, then this can take place.
- The conditions set 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. No deductions may therefore be made from the deposits by either the ceding company or the receiving company.

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

#### *Works council*

If the enterprise has a works council, this must be informed of the enterprise's plans to change pension provider before the formal process is set in motion.

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

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

If the enterprise is covered by both the Shop Workers' Collective Agreement and Salaried Employees' Collective Agreement for Trade, Knowledge and Services, a separate ballot must 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.
- The employee must have been employed continuously for three months at one or more enterprises covered by the collective agreement, unless the employee is already covered by a collective occupational pension scheme upon joining the enterprise.

### *Information material*

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

It is the enterprise's duty to inform the employees of the details and consequences of any change. It may therefore be relevant 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 the employees*

A change of pension provider must not entail any costs to those insured. This means that a change of pension provider must not involve any deduction from the insured persons' funds. If the "old" pension provider charges a fee for winding up the deposit, the enterprise or the new pension provider must 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 enterprise's advisors.

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

### *The ballot itself*

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

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

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

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

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

No approval is required.

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

## **11. ADMINISTRATION COSTS FOR COMPANY PENSION SCHEMES**

The parties agree that it is central that the administration costs in relation to company pension schemes are responsible, and that the costs should be kept at an adequate low level. The costs should thus always correspond to the services which the individual employee/pensioner are granted.



## Framework agreement on harassment and violence

### Agreement on the implementation of 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.

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, respectively.

## Fixed-term employment

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

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

- that the organisation agreement implements the said directive.

#### 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.

#### 2. SCOPE

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

The agreement does not apply to:

- A. employees on initial vocational training and trainee schemes
- B. persons supplied to a user enterprise by a temporary staff agency.

### **3. DEFINITIONS**

For the purpose of this agreement:

- A. “a fixed-term worker”: means a person having an employment contract entered into directly between the said person and an employer, or which is part of an employment established directly between the said person and an employer where the expiry of the employment contract or relationship is determined based on objective criteria, such as a specific date, completing a specific task, or the occurrence of a specific event.
- B. “a comparable permanent worker”: means a worker with an employment contract or relationship of indefinite duration, in the same enterprise, engaged in the same or similar work/occupation, due regard being given to qualifications/skills.

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

### **PRINCIPLE OF NON-DISCRIMINATION**

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

The principle of proportionate pay and proportionate rights apply to the area covered by the scope of this agreement.

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

### **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 must be based on objective circumstances reflecting the situation of the enterprise or the nature of the work or matters specific to the industry or the employee.

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

### **6. INFORMATION AND EMPLOYMENT OPPORTUNITIES**

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

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

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

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

Persons with fixed-term employment must 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 enterprise 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 enterprise.

## **8. CONCLUDING PROVISIONS**

This agreement does not affect the protection afforded to fixed-time employees by the existing collective agreements between the parties.

This agreement applies subject to more specific community rules.

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

The organisation agreement enters into force on 10 July 2002. Cases concerning the interpretation of this agreement that cannot be brought forward before this date.

This does not, however, apply to breaches of collective agreement provisions.

In case of termination of the collective agreement, the parties are obliged to comply with the provisions 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.

## **Union representatives**

### **Agreement on dismissal of 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 enterprises where the Salaried Employees' Collective Agreement for Trade, Knowledge and Service has not entered into force.

### **Agreement on pilot schemes on fixed office hours for union representatives**

As a pilot scheme, in the collective agreement period voluntary agreements can be concluded between the enterprise and the union representative on fixed office hours, according to detailed agreement between the parties.

Office hours 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 office hours are agreed, this will not restrict trade union representatives' general right to have the necessary time off to carry out their employee representation duties.

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

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

## **ELIGIBILITY**

The same rules apply to eligibility 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 OF A REGIONAL UNION REPRESENTATIVE**

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

Duties, obligations and dismissal of the regional union representative.

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

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

#### **TERMINATION**

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

#### **Time off for union representative duties**

The parties agree that Dansk Erhverv Arbejdsgiver to its member organisation recommends that members of HK Privat and HK Handel's sector board, union committee and HK's general council are given the necessary time off to attend to these duties. HK Privat and HK Handel will inform Dansk Erhverv Arbejdsgiver of the elections made.

#### **Education etc.**

##### **Agreement on handling of failure report/payment to the competency 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 enterprises explaining how reporting and payment should be made.

#### **FAILURE TO REPORT**

Based on reports to Kompetencefonde.dk from Dansk Erhverv Arbejdsgiver, Kompetencefonde.dk sends notifications to the enterprises that they are required to report via Kompetencefonde.dk. If the enterprise 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 enterprise reports to Kompetencefonde.dk.

After this deadline, Dansk Erhverv Arbejdsgiver forwards to HK/Privat – HK HANDEL a list of enterprises that still have not reported to Kompetencefonde.dk after the reminder procedure from Dansk Erhverv Arbejdsgiver.

At the request of one of the parties, an organisation meeting must be held. This request must be submitted no later than 14 days after Dansk Erhverv Arbejdsgiver has sent to HK/Privat – HK HANDEL the list of member enterprises that have not reported.

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

#### **NON-PAYMENT**

Based on reports to Kompetencefonde.dk, Kompetencefonde.dk sends a bill to the enterprise. If the enterprise does not pay, Kompetencefonde.dk reminds the enterprise twice before forwarding details to Dansk Erhverv

Arbejdsgiver. Kompetencefonde.dk forwards 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 further six weeks to ensure that the enterprise pays the amount billed.

After this deadline, Dansk Erhverv Arbejdsgiver forwards to HK/Privat – HK HANDEL a list of enterprises that still have not paid to Kompetencefonde.dk after the reminder procedure from Dansk Erhverv Arbejdsgiver.

At the request of one of the parties, an organisation meeting must be held. This request must be submitted no later than 14 days after Dansk Erhverv Arbejdsgiver has sent to HK/Privat – HK HANDEL the list of enterprises that have not paid.

HK/Privat – HK HANDEL then send the cases to the Danish Confederation of Trade Unions (LO) for the purpose of 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:

- Missing or late reporting to the skills development fund
- Missing or late payment of contributions

	1st time	2nd time	3rd time	Subsequent times
Missing reporting Out of court fine	DKK 2,000	DKK 4,000	DKK 6,500	Same
Non-payment Out of court fine	At least DKK 2,000 or 20 per cent	At least DKK 4,000 or 20 per cent	At least DKK 6,500 or 20 per cent	Same
Missing reporting Fine settlement at joint meetings	DKK 3,000	DKK 5,500	DKK 8,250	Same
Non-payment Fine settlement at joint meetings	At least DKK 3,000 or 25 per cent	At least DKK 5,500 or 25 per cent	At least DKK 8,250 or 25 per cent	Same

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

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

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

### Agreement on the Industry Competence Development Fund

#### 1. PURPOSE

The object of the Office and Warehouse Sector's Competence Development Fund is to ensure the development of the employees' competences with a view to maintaining and strengthening the enterprises' competitiveness in a globalised economy. In addition, the object of the fund is to support the development of the employees' competences in order to maintain and strengthen 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 enterprise, 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 enterprises' 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 EDUCATION AND TRAINING**

The entitlement to time off for education and 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 education and training that the enterprise does not consider relevant to the enterprise is that the employee can obtain a grant for this training according to the rules for skills development support set out below.

Employees with at least six months' length of service are entitled to up to two weeks off a year for education and training of their own choice relevant to employment within the area covered by the collective agreements.

Such time off may, for example, be spent on basic or advanced training, general or vocational supplementary and further education and training or on participation in assessments of real skills development in the framework of public or private bodies.

## **3. CONTRIBUTIONS**

**A.** The enterprise pays an amount corresponding to DKK 920,00 per year per full-time employee covered by the collective agreement. For part-time employees, this amount will be reduced pro rata.

**B.** Basis of calculation. The contribution is calculated based on 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 establish a joint ownership to manage the contributions paid in accordance with subsection 3. The specific guidelines for this are laid down in the statutes of the skills development fund. The parties are equally represented on the board of the fund.

**B.** The board of the fund will adopt the rules for:

- administration and collection of contributions;
- the guidelines for allocation, see paragraph d;
- financial statements etc., as the fund's financial statements must be audited;
- the determination and collection of contributions to the State Grant System for Adult Training to the extent that this task is transferred labour market parties.

The board of the fund may also lay down guidelines for reporting relating to competence development grants administered by the enterprise as a supplement to the provisions in paragraph 5.

**C.** Applications.

Grants from the fund may be applied for by employees employed at an enterprise covered by the salaried employees collective agreement for Trade, Knowledge and service, provided that such enterprise has not set up its own competence development account etc., see paragraph 5. Applications must be submitted through the enterprise which must certify that the employment is covered by the salaried employees collective agreement for Trade, Knowledge and Service and at the same time discloses the employee's wages. Enterprises may also request grants from the fund's resources for use in training and skills development in the individual enterprise.

**D. Use.**

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 funds may be used:

- to cover the external costs of training (course fee, course material, any transport costs etc.)
- to partially cover the employee's income loss during the training period, up to an amount with the addition of any public income loss compensation constitutes 85% of the personal wages.

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

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

- Skills/training planning
- Costs incidental to external training
- Costs incidental to internal training comparable with external training
- Training in the form of e-learning
- Documentation of real skills and development of methods in that connection
- Intellectual capital accounts with emphasis on the competencies of the employees

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

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

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

**B.** If the condition in para a) is no longer fulfilled, paragraph 4 will apply to the enterprise from the next calendar year. Any residual balance from the enterprise's skills development account must be transferred to the Office and Warehouse Sector's Skills Development Fund.

**C. Local framework and plans**

The enterprise must take steps to ensure that general budgets and priorities for the use of the skills development account resources are established in consultation with employees. The enterprise's education and training committee will determine the criteria for awarding grants. Grants may only be awarded in accordance with the provisions in 4(d).

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

Subject to local agreement, the competence development account may be used for other education and training in connection with resignation.

#### **D. Award**

The employees may apply for grants within the framework provided in para C above. The training committee bears the overall responsibility for the criteria for allocating resources, see para C. It is a prerequisite for allocating a grant that resources must be available in the skills development account. The education and training committee may adopt to save funds in the account for future education and training activities. Unless otherwise agreed, any excess funds corresponding to more than one year's contributions are transferred to the Office and Warehouse Sector's Competence Development Fund. The enterprise's education and training manager assesses whether the application meets the criteria and framework determined by the education and training committee and awards the grants on that basis.

If an application is rejected, the employee is entitled to receive a written justification, and when the rejection has been subjected to a hearing in the education and training committee, the union representative may demand that the case be made subject to an industrial procedure. However, the case may not be referred to industrial arbitration.

#### **E. Administration**

The enterprise is charged with the ongoing administration of the enterprise's competence development account. In connection with the preparation of the annual report, the enterprise's auditors must certify that the funds have been allocated and used or transferred in accordance with these provisions. The enterprise's fulfilment of its duty to calculate, allocate and settle course accounts is only enforced under the rules for the processing of disagreements, see section 17, including through any industrial arbitration.

#### **6. OTHER COLLECTIVE AGREEMENT AREAS**

**A.** Dansk Erhverv Arbejdsgiver may decide to allow other collective agreement areas or other enterprises to be included in the scheme established under paragraph 3. Separate accounts must be kept to ensure that the funds from one area are not allocated to another.

**B.** Enterprises 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, must pay into the Office and Warehouse Sector's Skills Development Fund. The board of the fund may instruct such enterprises to pay a cost-related administration fee for processing applications from these enterprises' and the employees of these enterprises. The board of the fund ensures that resources from these enterprises are kept separate in the accounts from the resources of member enterprises of Dansk Erhverv Arbejdsgiver.

#### **7. COLLECTIVE AGREEMENT PROVISIONS**

In the event of disagreements between the contents of the collective agreement and the agreement on the Industry Competence Development Fund, the latter applies.

#### **8. BASIC CONDITIONS FOR THE SCHEME**

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

#### **Agreement on derogation from the agreement on the Industry Competence Development Fund**

It has been agreed to derogate from the Agreement on the Industry Competence Development Fund that forms part of the collective agreement in the following areas:

1. The condition in the agreement requiring six months' length of service to acquire the right to time off for self-selected training, see paragraph 2, second sentence of the agreement, does 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, see section 16(5), third paragraph, and the trainee's right to support for training outside working hours, see 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 loss of pay during training cannot exceed an amount that, together with any public compensation for loss of wages, makes up 85 per cent of the personal pay, see paragraph 4, para d) of the agreement, must be amended in the collective agreement period so as to cover 100 per cent of personal pay.

The agreement applies in the collective agreement period and lapses without further notice on 29 February 2020.

### **Agreement on staff appraisals (MUS)**

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

The parties undertake to work for the continued roll-out of staff appraisals in enterprises covered by the collective agreement based on marketing of [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 enterprises and employees, the parties are agree on an information initiative during the period, aimed at improving qualification levels and therefore competitiveness in the enterprises.

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

### **Agreement on education 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 the enterprises 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.

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

### **FINANCING**

The enterprise pays an amount corresponding to DKK 685,50 per year per full-time employee covered by the collective agreement. This amount shall be adjusted on 1 January 2020 to DKK 768.00. For part-time employees, this amount will 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 calendar year.

Contributions to the fund are paid to Dansk Erhverv Arbejdsgiver.

### **Agreement on education committees etc. (self-administration on skills funds – registration of practice)**

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

#### **REPRESENTATION**

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

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

All employees elected to the training committee must fulfil the same conditions as for being eligible as a trade union representative in the area covered by the collective agreement.

The parties agree that where a works council 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 an organisation meeting, 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 education 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 must:

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

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 contact persons.

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

The agreement applies to the collective agreement period.

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

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

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

Conditions of this improvement include:

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

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

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

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

The skills development fund's Board of Directors may recommend adjustments to the agreement during the collective agreement period.

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 28 February 2023.

### **Agreement on phasing in contributions to the education and cooperation fund**

Members of Dansk Erhverv Arbejdsgiver which no later than three months after becoming members have acceded to the collective agreement may demand that contributions to the education and cooperation fund in the office and warehouse sector is not started to be paid until one year and six months after the enrolment.

In each case, in connection with the commencement of the collective agreement, it is specified when the payment is started.

## **Foreign employess**

### **Agreement on a code for agreements with foreign employees**

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

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

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

Where member enterprises of Dansk Erhverv Arbejdsgiver enter into such voluntary agreements with their foreign employees, the parties have agreed that the natural thing is for payment for these services to be deducted from their wages.

In case that foreign sub-suppliers are used, the parties to the collective agreement recommend that enterprises covered by the collective agreement, before foreign sub-suppliers are used to perform work at the enterprise's locations in Denmark, inform the union representative and produce all relevant background information about the sub-suppliers, such as which work they will perform and the expected duration thereof.

### **Agreement on wages for posted employees covered by the collective agreement**

This agreement applies to foreign enterprises that have acceded to the Salaried Employees collective agreement for Trade, Knowledge and Service in relation to employees covered by the Salaried Employees collective agreement for Trade, Knowledge and Service.

Based on a principle of equal treatment, the wage for posted employees covered by the collective agreement must be determined according to the wage provisions of the collective agreement.

Compensation which posted employees receive to cover actually defrayed costs in connection with the posting, such as for travelling, meals and accommodation, cannot form part of the calculation of the pay under the collective agreement and the employee costs of the stationing enterprise.

Posting allowance that has not been paid as compensation for the employee's costs in connection with the posting, form part of the calculation of the pay under the collective agreement and the total employee costs for the stationing enterprise.

If it has not been detailed or clarified if a payment has in fact been made as compensation for costs in connection with the stationing or in the form of a stationing allowance, the entire payment is considered to have been made as compensation for costs, see article 3, section 7, of the posting of workers directive.

## **Temporary staff**

### **Agreement on the temporary agency work directive (DIRECTIVE 2008/104/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 19 November 2008 on temporary agency work)**

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

The parties expect that the forthcoming implementation act will include authorisation for implementation to take place/to have taken place via collective agreements, see article 5, section 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 for the purpose of ensuring that any changes can enter into force at the same time as the legislative change.

## Agreement on temporary 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 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 paragraphs:

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 enterprises 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 that the temporary staff member can maintain a previously established occupational pension scheme.

### 3. CHILDBIRTH

The rules below replace section 10(6) para 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' length of 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 when they take custody of the child have been in paid employment with the same temporary staff agency for at least 1,443 hours within the past three years, or how have nine months' of length of service, are paid from four weeks before receipt of the child and until 14 weeks after receipt, to the extent that section 8 of the Entitlement to Leave and Benefits in the Event of Childbirth entitles to a period off.

Wages correspond to the wages the employee would have earned during the period. The amount includes the maximum unemployment benefit rate determined by legislation.

Fathers receive wages for up to two weeks' paternity leave subject to the same conditions.

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

### 4. CHILDBIRTH/PENSION

The rules below replace the rules on length of service rules in section 10(6), para F 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(6), para 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' length of 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 length of service will lapse.

#### **5. SPECIAL HOLIDAYS**

The rules below replace section 12(1-3) para A.

Temporary agency staff 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 six months' consecutive employment at the temporary staff agency, are entitled to five special holidays.

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

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

The rules below replace section 10(2) para a.

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 length of service in the temporary staff agency, are entitled to paid time off when it is necessary in connection with taking care of the employee's resident ill child/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 length of service will lapse.

#### **7. HOSPITALISATION OF CHILDREN**

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

Temporary staff who have been in paid employment with the same temporary staff agency for a total of at least 962 hours within three years or have six months of continuous employment in the temporary staff agency, are granted time off when necessary in connection with hospitalisation, including when the hospitalisation takes place entirely or partially in the home. The rule concerns 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 length of service will lapse.

#### **8. WORK DISPUTES**

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

#### **9. 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 in case of unemployment.

#### **10. WEEKDAY HOLIDAYS**

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

#### **11. TRANSPORTATION ALLOWANCE**

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

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

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

#### **13. 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 Danish Chamber of Commerce has prepared a standard affiliate agreement that the Danish Chamber of Commerce's members can download from [www.danskerhverv.dk](http://www.danskerhverv.dk).

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

#### **14. FREEDOM OF CHOICE**

The temporary staff agency may choose to pay the applicable percentage rate, see 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.

#### **15. DURATION OF TEMPORARY POSTS**

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

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

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

Where an industrial dispute case regarding temporary agency staff is initiated against a temporary staff agency that has not adopted a collective agreement (and is therefore covered by the Danish Temporary Agency Workers Act), the user enterprise to which the agency staff member has been sent, must, on 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 enterprise.

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

This agreement entered into force on 1 March 2014 and applies to cases raised after this date.