# The HWS collective agreements 2023-2025



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# Section 1 - Application of the collective agreement

# **Subsection 1: The collective agreement**

The parties to the collective agreement agree that the provisions of this collective agreement must be observed.

The parties agree that the collective agreement is a trade collective agreement that applies to all employees employed within the applicability of the collective agreement, and the parties agree to counteract any attempt to circumvent the provisions of the collective agreement.

# **Subsection 2: Newly admitted members**

Companies which have an existing collective agreement with one or more trade unions within the field of the collective agreement at the time of their admission into TEKNIQ Arbejdsgiverne, whether the collective agreement is a special agreement, an accession agreement or a local agreement, are subject to this collective agreement from the time of admission without separate termination of any such pre-existing collective agreement.

Transitional negotiations will be opened as soon as possible after the company's admission into TEKNIQ Arbejdsgiverne for the purpose of drawing up any local agreements in such a way as to avoid interfering with the general conditions of existing collective agreements. Transitional negotiations must be concluded no later than 2 months after the company's admission into TEKNIQ Arbejdsgiverne.

Following expiry of the term of the collective agreement, local agreements concluded in connection with transitional negotiations will be subject to Section 30 of the collective agreement.

Companies which do not have an existing collective agreement or local agreement with any union within the field of the collective agreement at the time of their admission into TEKNIQ Arbejdsgiverne are subject to the collective agreement between TEKNIQ Arbejdsgiverne and the respective unions from the time of admission, however, see any special rules on pension provisions in Section 4.

#### **Subsection 3 Escalation scheme**

The following escalation scheme provision is applicable in respect of:

- Occupational pension, see Section 4 and Appendix 4
- Weekday holidays and free-choice savings, see Section 17
- Employee training funds, see Section 19

Newly admitted members of TEKNIQ Arbejdsgiverne who do not already have

- a pension scheme established in accordance with Section 4 and Appendix 4 or who have a pension scheme with lower pension contributions for these employees,
- a weekday holiday and free-choice scheme established in accordance with Section 17 or an equivalent scheme or who have an equivalent scheme with a lower contribution or have
- paid into VVS-branchens Uddannelses- og Samarbejdsfond (the HWS industry's Employee Training and Cooperation Fund)

may require an escalation scheme for contributions to the above-mentioned schemes or funds.

Within 2 months after registration, the escalation schemes must – all or individually – be recorded between TEKNIQ Arbejdsgiverne and Blik- og Rørarbejderforbundet (the Danish Union of Plumbers and Pipefitters)/Dansk Metal (Danish Metalworkers' Union) at the request of TEKNIQ Arbejdsgiverne, possibly in connection with transitional negotiations.

If an escalation scheme is established for occupational pension and/or the weekday holiday and free-choice scheme, an addendum must be issued to the employee's employment contract describing the impact of the escalation schemes on salary.

# **Occupational pension**

As for occupational pensions, this can be done according to the following rules:

No later than 3 months after registering with TEKNIQ Arbejdsgiverne, the contributions must amount to 25% of the pension contribution applicable at that time.

No later than 1 year after registration, the contributions must amount to at least 50% of the pension contribution applicable at that time.

No later than 2 years after registration, the contributions must amount to at least 75% of the pension contribution applicable at that time.

No later than 3 years after registration, the pension contribution must amount to the pension contribution agreed in the collective agreement.

If the collective agreement contributions are increased during the period, the company's or employee's contribution, respectively, must be increased in line with the increase. This means that the above-mentioned shares of the collective agreement contributions must be paid into the pension scheme at all times.

# Weekday holiday and free-choice scheme

For the weekday holiday and free-choice scheme, this can be done according to the following rules:

Contributions to the weekday holiday/free-choice account are composed as follows:

	Week- day/public	•		Total weekday holiday and
	holiday	holiday		free-choice savings
1 March 2023	7.5%	2.5%	3%	13%
1 March 2024	9.5%	2.5%	3%	15%

The company may deduct the contribution to the weekday holiday account applicable at the time of registration that is beyond the current 10 per cent from the salary (as of 1 March 2024: 12%)

From the time of registration, companies are obliged to pay contributions to the weekday holiday account/free-choice savings

as calculated above less 4.0 per cent (from 1 March 2024: 6 per cent) and any

periodical payment of up to 3 per cent. In addition, contributions are paid according to the below escalation scheme.

If the company does not want escalation, the full contribution calculated above must be paid.

The escalation scheme applies to the part of the weekday holiday/free-choice savings that exceeds 9 per cent.

With regard to the 4.0 per cent (from 1 March 2024: 6 per cent), newly admitted members of TEKNIQ Arbejdsgiverne may demand escalation as follows:

No later than from the date of notification from TEKNIQ Arbejdsgiverne to Blik- og Rørarbejderforbundet/Dansk Metal of the company's admission into TEKNIQ Arbejdsgiverne, the company must pay 1.0 per cent (from 1 March 2024: 1.5 per cent) in contributions to the weekday holiday/free-choice scheme.

No later than 1 year later, the company must pay 2.0 per cent (from 1 March 2024: 3 per cent) corresponding to 50 per cent in contributions to the weekday holiday/free-choice scheme

No later than 2 years later, the company must pay 3.0 per cent (from 1 March 2024: 4.5 per cent) corresponding to 75 per cent in contributions to the weekday holiday/free-choice scheme.

No later than 3 years later, the company must pay 4.0 per cent (from 1 March 2024: 6 per cent) corresponding to 100 per cent in contributions to the weekday holiday/free-choice scheme.

Companies that have a weekday holiday/free-choice scheme or similar scheme with the same contribution as Section 17(1) prior to registration may not enter into an escalation scheme.

Any weekday holiday/free-choice scheme or similar scheme that existed at the time of registration is terminated and replaced by the weekday holiday/free-choice scheme in the collective agreement.

The escalation scheme may not be used to reduce existing contributions, even when changing collective bargaining parties within the area of the Confederation of Danish Employers (Dansk Arbeidsgiverforening - DA).

# **Employee training funds**

With respect to employee trainings funds, this can be done according to the following rules:

No later than from the time of notification from TEKNIQ Arbejdsgiverne to Blik- og Rørarbejderforbundet/Dansk Metal of the company's admission into TEKNIQ Arbejdsgiverne, the company must pay 25 per cent of the collective agreement contribution.

No later than 1 year later, the company must pay 50 per cent of the collective agreement contribution.

No later than 2 years later, the company must pay 75 per cent of the collective agreement contribution.

No later than 3 years later, the contribution must be no less than the full collective agreement contribution.

# **Section 2 - Employment**

# **Subsection 1: Sideline jobs**

Employees who are employed in companies subject to this collective agreement may not take on work within the field of the collective agreement elsewhere. This applies to work at another company as well as self-employment. This provision does not preclude the company from seconding employees to other companies.

#### **Subsection 2: Unskilled workers**

Unskilled workers may perform work subject to this collective agreement and within the area covered by the price lists provided that such work is performed on the terms set out in the collective agreement and the price lists.

# **Subsection 3: Special working conditions**

The unions agree that technical work functions in connection with the normal field of activities subject to the HWS collective agreement are covered by the HWS collective agreement in accordance with basic training, retraining and further training within the field of the HWS industry. To the extent that it is necessary to adjust pay and working conditions, the unions may open negotiations in those regards.

The provision is not aimed at employment relationships as supervisors and salaried employees in a position of trust.

# **Subsection 4: Engagement on Mondays**

Engagement of employees must preferably be on Mondays at the beginning of working hours.

# Subsection 5: Implementation of the directive on the statement of employment terms

The unions have reached an agreement on the replacement of the national legislation implementing EC Directive 91/533 on an employer's obligation to inform employees of the conditions applicable to the contract or employment relationship

# **Subsection 6: Engagement of foreign labour**

The parties to the collective agreement agree that foreign labour employed in TEKNIQ Arbejdsgiverne's member companies must be employed on terms and conditions provided for by the collective agreement. If a foreign company joins TEKNIQ Arbejdsgiverne, the parties to the collective agreement agree to invite the company to a joint review of the collective agreement to avoid errors and misunderstandings concerning the scope of the collective agreement.

To the extent that a member company does not have a Danish place of business, it is not subject to the holiday guarantee mentioned in Section 15(6) and must therefore pay holiday allowance and weekday holiday savings to BAT-Kartellet's holiday and weekday holiday fund or otherwise prove that the employees receive holiday pay/allowance in accordance with Danish legislation. This holiday obligation may be clarified at the above-mentioned meeting.

It is also agreed that inpatriation of foreign labour must be in accordance with the EU Inpatriation Directive and the Danish Act on the Inpatriation of Employees, etc., see Consolidated Act no. 1144 of 14 September 2018 as amended.

# **Subsection 7: Employment code**

The parties to the collective agreement agree that it must be voluntary for employees to enter into an agreement with the company on the purchase of services in connection with the employment relationship and that, according to the parties' understanding, it would be contrary to the collective agreement to make an employment relationship conditional on employees entering into such an agreement.

#### **Subsection 8: Electronic transmission of documents**

All documents in the employment relationship exchanged between the company and employees may be exchanged via electronic mail solutions available, e.g., via e-mail and e-Boks.

Before any electronic exchange is initiated, employees must be notified 3 months in advance.

Once the notice period has expired, employees who are unable to use the electronic solution can obtain the relevant documents in paper form by contacting the company.

# **Section 3 - Wage conditions**

# **Subsection 1: Minimum wage**

As of the beginning of the pay period in which the start dates below are included, the minimum wage per hour amounts to:

As of 1 March 2023, DKK 131.60 As of 1 March 2024, DKK 136.10

# **Subsection 2: Other wage conditions**

- a. The parties agree that time-based pay or incentive pay schemes should be used in such a way that the productivity and competitiveness of each individual company - and thus employment possibilities - are facilitated as much as possible.
- b. Negotiations on wage changes may occur no more than once in each collective agreement year. The parties to the collective agreement find it natural to include, for example, the wage increases resulting from any increases in the weekday holiday/free-choice scheme in connection with the local pay negotiations. In order to best support their colleagues in connection with local wage formation, the union representative may request information about the company's productivity, competitiveness, financial circumstances and future prospects, including, i.a., volume of orders, market situation and production conditions.

# **Subsection 3: Productivity supplement**

A productivity supplement of DKK 10 is paid. The supplement is paid per productive hour. However, the supplement is considered included when the hourly rate exceeds the minimum wage plus the productivity supplement.

#### **Subsection 4: General increases**

All general wage increases in the collective agreement period are added to the payments per hour.

# **Subsection 5: Wage disparity**

The unions agree that they have a right of action in accordance with the rules of the collective agreement on handling industrial disputes if they find that there are wage disparities at a workplace.

# **Subsection 6: Dirt supplement**

For the cleaning of sewers, inspection chambers, toilets, urinals, discharge pipes and all repair work on old roofs and otherwise in accordance with the provisions of the Pipe Price List, the following supplements is payable per hour:

```
As of 1 March 2023, DKK 10.50
As of 1 March 2024, DKK 10.85
```

Minimum payment is for 3 hours. The supplement is paid for both daily pay and piecework.

Dirt supplement is paid in connection with:

# Repair, replacement or cleaning of:

- 1. Underground pipes.
- 2. Oil burners and oil pipelines.
- 3. Boilers
- 4. Containers.
- 5. Installations in roof slopes and crawl spaces.
- 6. Discharge pipes.
- 7. Inspection chambers.
- 8. Sewers.
- 9. Urinals and toilet bowls.

#### Other fields of work:

- Dismantling pipes in old boiler rooms/technical rooms.
- 2. Dismantling old drainpipes.
- Work in excavations in soil, except for cast drains.
- 4. Work in wells.

# **Subsection 7: Supplement for changing places of work**

The provision concerns employees who work at changing workplaces with service work, minor building and construction tasks and maintenance tasks, where WEA notice no. 1.03.1 - Welfare measures at changing workplaces applies.

If it has been agreed that the employee should not drive back to the company during lunch breaks, the following supplements are payable to partially cover the cost of meals etc. per day:

```
As of 1 March 2023, DKK 63.80
As of 1 March 2024, DKK 66.05
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#### **Subsection 8: Effective date of rates**

The rates mentioned in Section 3 apply from the beginning of the pay period in which the start date is included.

# Subsection 9: Implementation of the Danish Equal Pay Act (ligelønsloven)

The parties to the collective agreement agree to implement the Equal Pay Act in the collective agreements – see Appendix 18.

# Subsection 10: Integration of the dirt supplement for changing places of work in the hourly wage

According to the local agreement, see Section 30(3), the company may include dirt supplements as a fixed part of the hourly wage in accordance with Section 6 and/or a supplements for changing workplaces in accordance with Section 3(7) in the employee's hourly wage. This must be stated in the employee's contract of employment or addendum to the contract of employment. If it is agreed to include one or both of the supplements in the employee's hourly wage according to this provision, the supplements set out must be paid during illness according to Section 11(2).

#### **Subsection 4 - Pension**

#### **Subsection 1: Pension contributions**

The parties to the collective agreement have joined PensionDanmark A/S.

The pension contribution is 12%. The employee pays 4% and the company pays 8%.

Having effect from 1 June 2023, the employee's contribution is 2% and the company's contribution is 10%. The total contribution remains at 12%.

# a. Pension contributions during maternity

For children born or received up to and including 30 June 2023, the following applies:

During the 14 weeks of maternity leave, an additional pension contribution is paid to employees with 9 months of seniority on the expected date of birth. The pension contribution is DKK 12.75 per hour.

The company's contribution is 2/3, and the employee's contribution is 1/3 of the above amounts.

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

During the 10 weeks of leave according to Section 13(2), an additional pension contribution is paid to employees with 9 months of seniority on the expected date of birth/reception.

The pension contribution is:

Company contribution per hour/month: DKK 18.45/2,957 Employee contribution per hour/month: DKK 3.69/592 The total contribution per hour/month: DKK 22.14/3,549

#### b. Pension payments after the state pension age

If the employee continues to work after having reached the state pension age, the employee can choose whether pension savings should continue or whether the pension contribution should be paid out as wages on an ongoing basis.

The critical illness and health insurance covers are valid for at least 12 months, regardless of whether the employee chooses not to save up for pension after having reached the state pension age.

# c. Pension contribution of sickness/holiday allowance

Both the company's and the employee's own pension contributions are calculated based on the sickness/holiday allowance and are paid to the pension company.

The employer's pension contribution is calculated based on the sickness/holiday allowance. The employee's share is deducted from the sickness/holiday allowance before final settlement.

# d. Pension of holiday allowance

The pension calculation of the holiday allowance subject to the holiday guarantee scheme takes place as the holiday allowance is earned. It is therefore irrelevant that taxes are not paid on the holiday allowance until paid to the employee.

# **Subsection 3: Pension to employees in flex jobs**

Employees who are employed in a flex job eligible for subsidy due to reduced working capacity/earning capacity and who, at the time of employment, are comprised by/are members of one or more pension schemes established by the collective agreement must receive the pension contribution, see this collective agreement, paid into the pension scheme to which contributions have most recently been paid.

If the employee has not previously paid pension contributions, the pension contribution must be paid to the pension scheme subject to this collective agreement. In that case, the pension scheme must receive separate notification about the employee's employment relationship.

It is a condition for the commencement of the agreement that PensionDanmark and the other relevant pension institutions make the necessary mutual agreements that allow for deviations from the pension provisions of the collective agreement.

#### **Subsection 4: Healthcare scheme**

PensionDanmark has established a healthcare scheme for pensionable employees subject to the collective agreement.

The company pays the insurance premium.

With regard to apprentices, see Section 26(9)-(12) of the collective agreement.

# **Section 5 - Payment of wages**

# **Subsection 1: Pay period**

The pay period is 2 weeks and is calculated from the beginning of a calendar week. The payment of wages must be available on the first Thursday after the end of the pay period. The employer provides an easy-to-understand salary specification.

# **Subsection 2: Monthly payment of wages**

Wages may be rearranged to monthly payment of wages. The transition must be announced in writing with at least 2 months' notice.

A payment on account is paid equivalent to 14 days of wages at the time the 14 days of wages are not paid in full for the first time. Unless otherwise agreed, the amount is repaid by a wage deduction over the following 12 months with 1/12 of the payment on account per month. However, the remaining amount will be deducted from the final pay if the employee resigns.

Unless otherwise agreed, hours, supplementary benefits etc. are calculated up to and including the pay week in which the 20th of each month falls so that payment can be made as stated above.

The employee is informed in writing about the accrual for the pay calculation.

Wages are available to the employee no later than on the last banking day of the month.

The employer provides an easy-to-understand salary specification.

#### **Subsection 3: Payslip**

As a minimum, the payslip must contain:

- statement of piecework and hourly wage hours
- payment of sickness benefits
- work-related supplements
- piecework surplus
- holiday allowance
- pension contribution
- Labour market supplementary pension (ATP)
- tax calculation

#### **Subsection 4: Time sheets**

In order for wages to be paid on time, employees are required to submit daily time sheets and weekly time sheets so that they are received by the employers on Monday morning no later than at the beginning of working hours. In case of electronic reporting of working hours, employees must receive a copy of their reports to the e-mail address provided by the employees to the employer or via e-Boks.

Electronic reporting must allow reporting of all salary components, including nuisance bonus, payment for travelling time etc. This can be done through checkboxes and free text fields.

In cases where electronic reporting is not used, the employer must provide time sheets. The employee must fill them in at the end of working hours and return them to the employer in the manner agreed by the parties.

**Subsection 5: Payment of wages on weekday and public holidays** If the weekday and public holiday and the Danish Constitution Day (5 June) fall on a Thursday or Friday, payment of wages will be made 2 working days prior to the holiday.

Companies have the right to settle the payment of wages through an advance payment.

# **Section 6 - Working hours**

This provision may be replaced by a local agreement concluded between the company and the union representative. A copy of the agreement must be sent to the unions for their information.

# **Subsection 1: Weekly working hours**

The working hours set out in the collective agreement are 37 hours per week.

# **Subsection 2: Daily working hours**

Working hours are determined in each company between 6.00 am and 6.00 pm and are distributed over 5 days. Unless otherwise agreed, no working day may be less than 7 hours.

If the working hours are determined outside of this period, supplements are paid in accordance with Sections 8 (overtime) and 9 (staggered hours).

In addition, it is possible to establish staggered working hours in accordance with the provisions of Section 9 in connection with changes and repairs to installations in operating industrial and production enterprises, businesses and institutions.

In companies with several independent departments, an agreement must be concluded with the union representative on different start and end times on working days. Agreements of this nature must include everyone in the relevant department.

#### **Subsection 3: Flexible working hours**

For hourly workers and employees on terms similar to those applicable under the Danish Salaried Employees Act (funktionærloven), flexible working hours can be agreed between the individual and the company at the request of an employee. If there is a union representative, that person must be informed.

Agreements on flexible working hours must be concluded in writing. An example of such an agreement can be found in Appendix 22.

If the agreed flexible scheme involves the accrual/taking of hours (flexitime account) beyond one pay period, the current flexitime balance must be stated in writing. The flexible working hours must be scheduled within the period from 6.00 am to 6.00 pm, but the flexible working hours can also be established where the employee's working hours are organised according to one of the other working hours schemes in the HWS collective agreement.

Daily working hours may normally not be less than 6 hours in companies with a 5-day working week.

Unless otherwise agreed, agreements on flexible working hours between the individual employee and the company may be terminated by giving 3 working days' notice after which the working hours follow the working hours set for the workplace.

Requests for the introduction of flexible working hours may not be made subject to

an industrial disputes procedure.

# **Subsection 4: Varying weekly working hours**

Subject to local agreement, working hours for all employees or groups of employees may be organised with varying weekly working hours.

Varying weekly working hours may be agreed for a maximum of a 12-month period, and the average weekly working hours must be 37 hours in the period agreed.

The introduction of varying weekly working hours requires that they are fixed for the entire period agreed.

If an employee who is subject to such an agreement is dismissed during the scheduled period, an overtime supplement must be paid according to the applicable rates for the number of hours exceeding 37 hours per week.

Working hours each week may not exceed 50 hours. Agreements may be made on working hours that are less than 7 hours per day.

Varied working hours must be agreed in writing at least 2 weeks in advance.

# Subsection 5: Payment of wages for extended working hours

Subject to a written local agreement concluded with a union representative elected, see Section 29, the individual employee and the company may agree that pension contributions, see Section 4(1), contributions to the weekday holiday/free-choice account, see Section 17(1), and holiday allowance/holiday supplement, see the Danish Holiday Act (ferieloven) can be converted into a supplement to the wage for the individual

employee for the hours in excess of the average weekly working hours, see the HWS collective agreement. Varying weekly working hours, see subsection (3), and overtime, see Section 8, is not considered extended working hours in this context.

The conversion does not change the existing collective agreement calculation basis and is therefore cost-neutral to the company.

# **Subsection 6: Implemented Working Time Directive**

The parties have agreed to implement EU Directive no. 93/104/EC on working time.

# **Subsection 7: Implemented directive on part-time work**

The parties have agreed to implement EU Directive no. 97/81/EC on parttime work.

#### **Subsection 8: Distribution of work**

Based on a local agreement, a temporary reduction in working hours (distribution of work) may be established.

The detailed conditions are set out in Appendix 3.

#### Section 7 - On-call time

This provision may be replaced by a local agreement concluded between the company and the union representative. A copy of the agreement is sent to the unions for their information.

# **Subsection 1: Agreement on on-call time**

On-call time is agreed for at least 7 consecutive days at a time. On-call time starts after working hours and ends at the beginning of working hours. Within a shift period, a reduced number of on-call hours may be agreed.

If the on-call time involves more than one employee, the union representative participates in the working out and planning.

#### Subsection 2: On-call time

During an agreed on-call shift, the employee is obliged to stay at his or her home or to be on call from somewhere else in an agreed manner. The company provides a mobile phone or pager. Regardless of the employee's whereabouts, the employee must reach the customer within the same time frame as from the employee's home.

#### **Subsection 3: Number of on-call shifts**

The number of on-call shifts may not exceed 2 weeks per 4 weeks.

#### **Subsection 4: Payment for on-call time**

On-call time is paid with a supplement per hour:

#### As of 1 March 2023

- a) on weekdays DKK 22.90
- b) on Sundays, public holidays, and days off DKK 28.75

#### As of 1 March 2024

- a) on weekdays DKK 23.70
- b) on Sundays, public holidays, and days off DKK 29.75

#### a. Weekly payment for on-call time

The payment for on-call time may not be a weekly supplement less than:

As of 1 March 2023, DKK 1,147.85

As of 1 March 2024, DKK 1,188.00

# Subsection 5: Payment per call-out outside of on-call time is as follows:

As of 1 March 2023, DKK 144.65 As of 1 March 2024, DKK 149.70

# Subsection 6: Call-outs during on-call time

Call-outs during on-call time must be paid in full hours. In addition to the applicable hourly wage, an on-call supplement and overtime supplement are paid in accordance with Section 8 of the collective agreement.

# Subsection 7: Postponement of daily rest period in connection with on-call shifts

In cases where no union representative has been elected, the company and the employees may enter into a written agreement setting out that when employees are called to work during on-call time, the daily rest period of 11 hours for work that is not subject to the schedule to Executive Order no. 324 of 23 May 2002 on rest periods and rest days may be postponed so that it is given immediately after the end of the last work and so that the rest period may be during on-call time. If the 11 hours of rest extends into the following 24 hours, the employee must also have the usual rest period of 11 hours within those 24 hours. This rest period may be postponed accordingly.

If the postponed rest period prevents the employee from performing scheduled normal daily working hours, the working hours not performed must be paid as in case of illness.

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

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

Agreements concluded under this provision may be terminated in accordance with Section 30.

# **Subsection 8: Consultation by telephone**

Payment for consultation by telephone is included in the payment for the on-call shift.

#### **Subsection 9: Effective date of rates**

The rates mentioned in Section 7 apply from the beginning of the pay period in which the start date is included.

#### **Section 8 - Overtime**

This provision may be replaced by a local agreement concluded between the company and the union representative. A copy of the agreement is sent to the unions for their information.

Overtime is paid with the following supplements:

#### Subsection 1: First and second hour

Overtime in continuation of the regular working day is paid per hour for the first and second hour as follows:

As of 1 March 2023 DKK 43.25 As of 1 March 2024 DKK 44.55

#### **Subsection 2: Other hours**

For the third hour and subsequent hours of overtime, the following supplements are paid per hour. The same supplement is paid from the first hour of overtime after call-outs outside of daily working hours as well as on days off, Saturdays, Sundays and public holidays.

As of 1 March 2023 DKK 121.25 As of 1 March 2024 DKK 124.90

#### **Subsection 3: Intervening hours in case of overtime**

In the intervening hours from the end of normal working hours to the commencement of notified overtime, overtime supplements must be paid, see subsections 1 and 2.

#### **Subsection 4: Time taken off for overtime worked**

The parties agree that within the field of the collective agreement, circumstances that necessitate overtime cannot be avoided.

The parties agree to minimise overtime as much as possible. However, time must not be taken off for overtime worked as long as it does not exceed 10 hours in total within 2 consecutive pay periods for each employee unless the employee in question and the company so agree.

Illness is a hindrance for taking time off for overtime worked.

If the employee calls in sick in accordance with the company's normal rules before the start of working hours, the agreed time off in lieu must be paid with continued pay during illness while the time off in lieu is postponed.

At companies where a union representative has been elected, the company and the union representative may locally agree whether time should be taken off for overtime worked.

The union representative is kept informed of upcoming and completed overtime and of which employees have worked overtime.

#### Subsection 5: Notification of time off in lieu

Notification of time taken off for overtime worked must be given with 4 x 24 hours' notice by both parties unless the parties locally agree on a different notice or a different agreement. The notice no longer applies in case of resignation as time is taken off for all accumulated overtime worked, including overtime not subject to time off in lieu. Time off in lieu may take place in the notice period.

# Subsection 6: Discontinuation of the obligation to take time off for overtime worked

When the unemployment rate calculated by Din Faglige A-kasse\* falls to 4 per cent or below, any obligation to take time off for overtime worked will no longer apply.

**Note:** \*'The unemployment figure is obtained from the most representative unemployment insurance fund for the HWS industry at any given time - Din Faglige A-Kasse.

# **Subsection 7: Payment of overtime supplement**

The overtime supplement for all overtime hours is paid on the next pay day.

The overtime subject to time off in lieu remains until time is taken off for overtime worked and is paid with the wages that the employee in question receives at the time of taking time off for overtime worked.

Overtime not subject to time off in lieu is paid in the pay period in which it is earned with the applicable hourly rate and overtime supplement.

#### **Subsection 8: Effective date of rates**

The rates mentioned in Section 8 apply as of the beginning of the pay period in which the start date is included.

# **Subsection 9: Systematic overtime**

In companies with varying production needs and where local parties have unsuccessfully sought to reach a local agreement on varying weekly working hours, the company may give notice of systematic overtime. Systematic overtime may amount to a maximum of 5 hours per calendar

week and 1 hour per day and must be placed in connection with the individual employee's normal working hours.

Notice of systematic overtime must be given no later than before the end of normal working hours 4 calendar days before the week in which the systematic overtime is performed.

Unless otherwise agreed with the company's management and the union representative, systematic overtime must be taken as full days off for overtime worked within a 12-month period after it has been performed. Excess hours that do not qualify for a full working day are carried over.

The time for time taken off for overtime worked is determined by the company following local negotiations between the parties, however, the employee must be given at least  $6 \times 24$  hours' notice.

Time off in lieu resulting from systematic overtime may not be placed in a notice period unless the company and employees agree.

For time off in lieu of overtime worked resulting from systematic overtime, the parties agree that the existing possibilities for giving notice of overtime under the other rules of the collective agreement are not affected by the possibility of giving notice of systematic overtime. See Appendix 16.

# Section 9 - Staggered working hours

This provision may be replaced by a local agreement concluded between the company and the union representative. A copy of the agreement is sent to the unions for their information.

Staggered working hours are paid with the following supplements from the beginning of the pay week in which the start date falls:

# **Subsection 1: Payment for staggered working hours**

Where parts of the staggered working hours end after 6.00 pm until 10.00 pm, a supplement is paid per hour for work performed during this period as follows:

As of 1 March 2023, DKK 24.05 As of 1 March 2024, DKK 24.90

Where parts of the staggered working hours are between 10.00 pm and 6.00 am, an hourly supplement for work performed during this period is paid as follows:

As of 1 March 2023, DKK 47.25 As of 1 March 2024, DKK 48.90

#### **Subsection 2: Duration and establishment**

Notification of staggered working hours must be given with 3  $\times$  24 hours' notice. Working hours between 6.00 am and 6.00 pm are not staggered working hours and therefore do not qualify for supplements.

If the notification provisions are not complied with or if the staggered working hours are established for less than one week, payment will be made for the hours between 6.00 pm - 6.00 am in accordance with Section 8(1) and (2).

# Subsection 3: Overtime pay for staggered working hours

Work beyond the hours fixed for normal working days are paid in accordance with Section 8(1) and (2).

#### Section 10 - Termination and weather conditions

# **Subsection 1: Notice period**

For employees who have been employed at the same company for at least 9 months without any other interruption, the following notice period applies:

From the company 10 working days From the employee 5 working days

Apprenticeship until reaching the age of 18 is included in the length of service. Prior to the end of the apprenticeship, the apprentice must be given a notice period of 10 working days if the employment relationship is not requested continued after the end of the apprenticeship contract.

# **Subsection 2: Termination for reasons for which the employee is not accountable**

If an employee who is entitled to a notice period under subsection 1 is dismissed without notice for a reason for which the employee is not accountable, the employee is entitled to compensation. The compensation is calculated based on the employee's average earnings in the most recently completed quarter (i.e., the average earnings of piecework and time-based pay).

#### **Subsection 3: Failure by the employee to give notice**

If an employee leaves the company without giving at least the minimum notice required under subsection 1, that person must pay an amount to the other party. The amount must correspond to the normal hourly wage for the relevant employee for the number of working days to which the failure amounts.

# Subsection 4: Temporary interruption of the employment relationship

Employees whose employment is temporarily interrupted due to shortage of work will regain the seniority gained and any notice period in case of re-engagement in the company within 60 working days after the interruption.

# Subsection 5: Resignation at the end of the working week Resignation may only take place at the end of the working week.

Employees who are entitled to the notice period in accordance with the above may not be dismissed while taking holiday. Nor may these employees resign while taking holiday.

# **Subsection 7: Termination during illness**

An employee who has been continuously employed in the company for 9 months may not be terminated within the first 3 months of a period of absence due to illness or injury. It is a condition that the person is entitled to benefits under the Danish Sickness Benefits Act (sygedagpengeloven) during the period of absence.

# **Subsection 7a: Mass lay-offs during illness**

In case of mass lay-off, termination may take place during illness. However, it is a condition that the lay-offs are subject to the Danish act on advance notice etc. in force from time to time in connection with mass lay-offs.

# **Subsection 8: Return of tools upon resignation**

The employee is responsible and liable for the tools provided which must be good, suitable, up-to-date and in accordance with the regulations of the Danish Working Environment Authority. The employee has an obligation to take care of the materials provided.

Tools and materials must be placed in lockable rooms, containers, toolboxes, cars etc. according to the company's instructions at the end of working hours. In case of theft of tools, the liability to pay compensation no longer applies if the theft is immediately reported to the company. Any claim by the company for compensation must be made within 10 days of notification of the loss.

Employees and companies are obliged to participate in the inventory of toolboxes and items provided when a work assignment or employment relationship ends.

Where the employee leaves the company/workplace, the necessary time must be set aside for tool inventory within normal working hours. The inventory must be finalised before resignation may take place. If the resigning employee refuses to participate in the tool inventory or is prevented from doing so, the union representative may represent the employee at the inventory once the employee has left the company.

If there is no union representative at the company, the company may appoint a witness from among the other employees.

# Subsection. 9: Freedom in connection with lay-offs a. Skills development

Upon request, employees who have been continuously employed in the company for at least 2 years and who are dismissed due to restructuring, downsizing, company closure or other circumstances related to the company are entitled to attend a course relevant to the employee, upon request, with a duration of up to 2 weeks within, e.g., AMU (adult vocational training centre), FVU (preparatory adult education) or other educational programmes for which public attendance grants at the unemployment benefits level are paid - unless the employee has completed 2 weeks of retraining and further training within the last 2 years.

The attendance allowance is paid to the company.

The company covers the cost of attendance fees up to a maximum of DKK 1,500.

Course attendance must take place during the notice period.

However, these rules do not apply to employees who are entitled to early retirement benefit or pension from the company or from the public sector.

# b. Retraining in the notice period

If it is not possible to complete the training before resigning, it can be completed for a period of up to 3 months after resignation with a grant from the skills development fund of the HWS industry.

It is a condition that this activity is completed with public support and reimbursement (VEU reimbursement). This regulation will not take effect until this condition has been met.

It is agreed that the skills development fund of the HWS industry can provide support in those regards within an annual framework. The support may amount to a maximum of the difference between 85% of previous wages and the public reimbursement

#### c. Guidance

Employees who are dismissed with the notice period set out in the collective agreement due to reorganisations, downsizing, company closures or other circumstances relating to the company are entitled to paid time off for up to 2 hours to seek guidance from the unemployment insurance fund/trade union. The time off must be placed as soon as possible after the dismissal and with due consideration for the company's production conditions.

#### **Subsections 10: Weather conditions**

The parties to the collective agreement agree that the HWS collective agreement allows for the possibility of temporarily laying off employees

due to weather conditions or material shortages in accordance with the guidelines for the executive order on unemployment benefit reimbursement.

In connection with weather conditions, the employee is exempt from the termination rules in the collective agreement in relation to the company. The company is required to sign a certificate of release.

Termination by the company may not take place during periods of weather conditions.

The lay-off period during weather conditions is included in the employee's seniority.

Lay-off of a union representative or safety representative may not normally take place unless there are compelling reasons.

#### **Section 11 - Illness**

#### **Subsection 1: Illness**

During duly reported and documented illness, the company provides payment for up to 9 weeks to employees with at least 2 months' seniority.

# **Subsection 2: Definition of hourly wage during illness**

For employees paid by the hour, wages are paid corresponding to the loss of income the employee has suffered based on normal productive work. The hourly wage during illness for pieceworkers is the hourly wage applicable in the company. If no such agreement has been made, the wages on account agreed in item 6 of the piecework agreement is paid. However, the following are not included: Dirt supplement, supplement for changing workplaces and supplement for off-site work.

If it has been agreed to include the dirt supplement and supplements for changing workplaces in accordance with Section 3(10), these must also be paid during illness. When adjusting the supplement, the wages must also be adjusted accordingly.

Pay during illness includes the statutory maximum unemployment benefit rate.

#### **Subsection 3: Relapse due to the same illness**

In case of relapse due to the same illness within two weeks of the end of the period of absence, the company's payment period runs from the first day of absence in the first period of absence.

#### **Subsection 4: Sickness benefit reimbursement**

The right to sick pay ceases if the sickness benefit reimbursement from the municipality ceases and this is due to the employee's neglect of the obligations under the Sickness Benefits Act.

In cases where the company has already paid sick pay/sickness benefit to the employee, the company can set off an amount corresponding to the lost sickness benefit reimbursement against the employee's pay for the period prior to the ceased reimbursement only. However, this may not be done if the loss of reimbursement is due to the company's late reporting of the absence due to illness to the employee's municipality of residence.

# Subsection 5: Illness/holiday allowance

The employee is entitled to illness/holiday allowance according to the rules of the Holiday Act.

# Subsection 6: Weekday holiday allowance during illness

Weekday holiday allowance is calculated during absence due to illness if the employee has at least 12 months of employment in the company prior to the onset of the illness. This includes previous employment within the last 24 months.

In case of injury in the company, the weekday holiday allowance is calculated during the absence without seniority requirements.

# Subsection 7: Length of period for weekday holiday allowance

Weekday holiday allowance according to the above is granted for absence of more than 3 days and for a total of no more than 4 months.

# Subsection 8: Leaving the workplace in connection with illness

If an employee has to leave the workplace due to illness or injury subject to prior agreement with the company, the employee is paid for the missing hours the relevant day as set out in Subsection 2.

#### **Subsection 9: Chronic illness**

Persons who have concluded an approved agreement under Section 56 of the Unemployment Benefit Act (chronically ill persons) are exempt from the sick pay scheme and therefore receive the currently applicable sickness benefit rate only with regard to the illness subject to the agreement.

# Section 12 - Injury and occupational illness

# Subsection 1: Pay in the event of injury during work and occupational illness

In case of injury during work, including occupational illness that is clearly due to work for the relevant company, the company will pay wages for up to 9 weeks. However, it is a condition that the employee resumes work if the doctor so permits.

For employees paid by the hour, wages are paid corresponding to the loss of income the employee has suffered based on normal productive work. The hourly wage for pieceworkers is the hourly wage applicable in the company. If no such agreement has been made, the wages on account agreed in item 6 of the piecework agreement is paid. However, the following are not included: Dirt supplement, supplement for changing workplaces and supplement for off-site work.

Pay during illness includes the statutory maximum unemployment benefit rate.

# **Subsection 2: Reporting of industrial injury**

In the event of accidents during work, see the Danish Act on Industrial Injury Insurance (lov om arbejdsskadeforsikring).

The company must report accidents that are followed by one day of absence or more to the Danish Working Environment Authority within 9 days. A copy of the report must be sent to the safety organisation or, if there is no such organisation, to the injured person.

An industrial injury must also be reported to the company's insurance company.

#### **Subsection 3: Unfitness for work**

If the unfitness for work is due to an injury through no fault of the employee while working for the company, including occupational illness that is clearly caused by work for the relevant company, the employee may not be terminated within the first 9 weeks of the period in which the employee has been documented as being unfit to work due to the injury. It is a condition that the employee is entitled to unemployment benefits in accordance with the provisions of the Danish Unemployment Benefits Act (dagpengeloven).

# **Section 13 - Maternity leave**

The rules for children born or received up to and including 30 June 2023 can be found in Appendix 21.

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

#### **Subsection 1**

The conditions for receiving payment under this provision are:

- 1) The employee has 9 months of seniority in the company at the expected time of birth or receipt, and
- 2) the company is entitled to reimbursement corresponding to the maximum unemployment benefit rate. If the reimbursement is less, payment to the employee is reduced accordingly.

For pieceworkers, the payment is the hourly wage applicable in the company. If no such agreement has been made, the wages on account agreed in item 6 of the piecework agreement is paid.

For employees paid by the hour, payment during leave is the individual person's productive wage. However, dirt supplements, supplements for changing workplaces and supplements for off-site work are not included. Payment during leave includes the maximum benefit rate set by law.

The maximum rate payable under this provision is per hour: As of 1 July 2023, DKK 186.50

The costs of maternity leave in the individual company are settled via the fund for parental leave established by TEKNIQ Arbeidsgiverne.

#### **Subsection 2**

The company provides employees with payment during absence due to maternity leave from 4 weeks before the expected date of birth (previously: pregnancy leave). Furthermore, the same employees are paid for up to 10 weeks after the birth (previously: maternity leave).

Adoptive parents are paid during parental leave for up to 10 weeks from receiving the child.

#### **Subsection 3**

In connection with the birth, the company provides payment for up to 2 weeks to the other parent (previously: paternity leave).

#### Subsection 4.

The company also provides payment during leave for up to 24 weeks (previously: parental leave).

Of these 24 weeks, the parent who takes leave under Section 13(2) is entitled to take 9 weeks and the other parent is entitled to take 10 weeks.

The remaining 5 weeks of leave is granted to either parent or shared between them.

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

If the leave reserved for each parent is not taken, the payment is cancelled.

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

#### **Subsection 5**

Unless otherwise agreed, leave with pay in accordance with Section 13 must be notified 3 weeks in advance.

If the deadlines for giving notice of leave under the Danish Parental Leave Act (barselsloven) are not met, the requested leave may not commence until the expiry of the specified deadlines from the date of the notice, unless otherwise agreed.

#### Subsection 6

Any existing arrangements concerning company payment for parental leave can be cancelled in accordance with the rules in Section 30.

# Section 14 - Child's first day of sickness

# Subsection 1: Time off for children's first and second day of sickness

Employees with at least 6 months of seniority and employees in training are granted time off when necessary to care for the employee's sick child/children at home under the age of 14. This time off only covers one of the child's parents and only the child's first full day of sickness. Notification of absence is subject to the same rules as for illness.

If the child falls ill during the employee's working day and the employee has to leave work as a result, the employee is also entitled to time off for the remaining hours that day. In both cases, payment is as stated in Subsection 3.

If the child is still sick after the first full day of sickness, the employee is entitled to 1 additional day off (the child's second day of sickness). This day off is without pay, but the employee can receive an amount from the weekday holiday account according to Section 17(2), however, no more than the amount accrued at any given time can be paid out.

# **Subsection 2: Medical appointments in connection with children's illness**

Employees with at least 6 months of seniority and employees in training who are entitled to time off in accordance with Subsection 1 are entitled to time off in connection with medical appointments together with the child.

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

Time off for medical appointments in connection with children's illness is taken without pay, but the employee can receive an amount from the weekday holiday account according to Section 17(2), however, no more than the amount accrued at any given time can be paid out.

# Subsection 3: Payment on the child's first day of sickness

For pieceworkers, the hourly wage is the hourly wage applicable in the company. For employees paid by the hour, the payment is the individual person's productive wage. However, the following are not included: Dirt supplement, supplement for changing workplaces and supplement for off-site work/external work.

Notification of absence due to child's illness is subject to the same rules as for illness.

The maximum rate per hour is:

As of 1 March 2023, DKK 153.00

# Subsection 4: Hospitalisation of a child

Under the same conditions as set out in subsections (1) and (2), employees and employees in training are granted time off when necessary for the employee to be hospitalised together with the child or hospitalised wholly or partly at home.

This time off only applies to the sole custodial parent, and there is a maximum entitlement of one week off per child within a 12-month period. Upon request, the employee must provide documentation of the hospitalisation.

# **Subsection 5: Childcare days**

Employees who are entitled to the child's first day of sickness are entitled to 2 childcare days per calendar year. A maximum of 2 childcare days can be taken per calendar year, regardless of how many children the employee has.

The rule only applies to children under the age of 14.

No wages are paid for a childcare day, but the employee can receive an amount from the weekday holiday account.

The days are scheduled as per agreement and in consideration of the company's best interests.

# **Section 15 - Holiday**

# **Subsection 1: The Holiday Act**

All employees - including apprentices - are subject to the provisions of the Holiday Act.

# Subsection 2: Waiver of the right to holiday is invalid

Any agreement that waives the right to holiday, holiday allowance, holiday pay, holiday pay or holiday disbursement is invalid.

# **Subsection 3: Payment of holiday allowance**

Holiday allowance is paid no earlier than 4 weeks before the holiday period begins provided that the employee has requested payment via Feriepengeinfo no later than 5 weeks before the holiday period. In the event of a subsequent request for payment, the holiday allowance must be paid no later than 1 week after the request.

# Subsection 4: Holiday allowance in the event of injury

The right to holiday allowance during absence due to an injury in the company applies from the date of employment.

# **Subsection 5: Agreements on the taking of holiday**

Agreements on the taking of holiday must be made in writing.

#### **Subsection 6: Guarantee scheme**

TEKNIQ Arbejdsgiverne guarantees holiday, weekday and public holiday allowance.

The parties to the collective agreement agree that the union's members and the company must use the holiday guarantee scheme agreed by the parties.

### **Subsection 7: Taking holiday in hours**

A written local agreement can be made for taking holiday in hours.

In those regards, it must be ensured that the 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 5 weeks calculated in 25 full days where non-working days, which are not replacement days off, and working days are included proportionately. As far as possible, holiday should be taken in full weeks.

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

# Subsection 8: Possibility of deviating from advance holiday and the principle of advance notice of holiday

The local agreement allows deviation from Section 7 of the Holiday Act on advance holiday and the principle in Section 15 of the Holiday Act on giving notice of holiday that has not been earned at the time it is taken. Such a local agreement must be in writing and may only be concluded with a union representative elected in accordance with the rules of the collective agreement.

Thus, it can be agreed that:

Employees are granted up to 5 weeks of holiday at the start of the holiday year on 1 September. Employees who join the company during the holiday year are allocated a proportionate number of days of holiday.

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

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

#### Termination in the holiday year

If an employee resigns during the holiday year and the employee has used more holiday than earned at the time of resignation, the company may set off against the employee's claim for wages and holiday allowance.

If the company dismisses the employee, the company may not set off for more holiday than the employee has time to earn before resigning.

If the employee materially breaches his or her employment relationship, the company will be able to set off the value of the holiday taken against the employee's claim for outstanding wages and holiday allowance corresponding to the holiday that can be earned before the end of the holiday year.

If the employee cancels or terminates his or her employment relationship due to the company's material breach of contract, no set-off may be made.

# **Subsection 9: Carry-over of holiday**

In addition to those cases where days of holiday are automatically carried over or the employee is entitled to carry over days of holiday to the next holiday year according to the Holiday Act, the employee and the company can agree that accrued and unused days of holiday days in excess of 20 days are carried over to the following period of taking holiday.

A maximum of 10 days of holiday in total may be carried over.

The employee and the company must agree in writing on the carry-over of days of holiday by 31 December.

# Subsection 10: Settlement of holiday allowance on resignation

Upon resignation, the holiday allowance is settled and the employee is informed of the outstanding days of holiday and holiday allowance.

The company reports the holiday allowance and accrued days of holiday to eIndkomst according to the Danish Executive Order on Holiday. This means that if the pay period ends no later than between the 1st and the 15th of the month, the report must be submitted before the end of that same month. If the pay period ends between the 16th and the end of the month, the report must be submitted no later than on the 15th of the following month.

A penalty cannot be imposed on a company which has complied with an order to provide or correct erroneous or incomplete information on days of holiday and holiday allowance within five days after having been issued with that order at a meeting between the unions unless there are repeated complaints of breach of the provisions of this section or any omissions and errors have caused consequences for the employee in the employment relationship.

# Section 16 - Special days of holiday

# **Subsection 1: Special days of holiday**

Employees are entitled to 5 special days of holiday in each calendar year. Special days of holiday are allocated on 1 January to be taken in the calendar year. Special days of holiday can be notified according to the same rules as the placement of remaining holiday, see the Holiday Act.

Regardless of any change of jobs, there only is an entitlement to 5 special days of holiday in each calendar year.

Payment for special days of holiday must be made in accordance with the same provisions as applicable to payment for weekday and public holidays, see Section 17.

The advance amount for one special day of holiday is DKK 1,200.00.

For young workers, the corresponding amount is DKK 700.00.

# **Subsection 2: Ceiling on payment**

Employees are entitled to the advance payment referred to in Subsection 1 immediately upon employment, however, no greater amount may be paid than the amount accrued at any given time.

# **Section 17 - Weekday and public holidays**

# Subsection 1: Savings for weekday and public holidays, days off and special days of holiday according to the collective agreement

The rate for the weekday holiday/free-choice savings will change as follows:

As of 1 March 2024, to a total of 15%.

	Week-	Special	Free	Total weekday holi-
	day/public	days of	choice	day and free-choice
	holiday	holiday		savings
1 March 2023	7.5%	2.5%	3%	13%
1 March 2024	9.5%	2.5%	3%	15%

- a. The company pays 10% into the employee's weekday holiday account, which covers an advance payment for days of weekday holidays and special days of holiday. The amount includes holiday allowance for weekday holiday/special holiday pay and the free-choice scheme. The excess balance is paid out with the last payment of wages in the calendar year unless the employee has notified the company by 30 November that he or she wants it to be deposited in the pension scheme.
- b. Having effect from 1 March 2023, an additional 3.0% is paid of the pay used as basis for calculating holiday payment and is made available for the employee's free choice.
- c. It can be agreed with the individual employee that the contribution under subsection (1)(b) is paid on an ongoing basis together with the wages. However, it is a condition that the company can document that there has been a dialogue about the ongoing payment.

The parties to the collective agreement encourage the company to initiate a dialogue with the employees about the options of the weekday holiday/free-choice scheme.

If contributions from the weekday holiday/free-choice scheme are paid on an ongoing basis, no holiday allowance/holiday supplement is to be calculated on these contributions.

It is agreed that the employee may choose from the following options:

- 1. Pay for childcare days
- 2. Pension (notification must be given by 30 November)
- 3. Senior days off (for employees who meet the conditions)

4. Absence in connection with children's medical appointments, etc.

# **Subsection 2: Payment of weekday and public holiday savings**

Weekday and public holiday pay is paid to the employee in the form of an advance payment in connection with each weekday holiday and 1 May, 5 June, 24 December and 31 December.

The amount is DKK 1200.00 per day. For young workers, the corresponding amount is DKK 700.00.

# **Subsection 3: Ceiling on payment**

Employees are entitled to the advance payment referred to in Subsection 2 immediately upon employment, however, no greater amount may be paid than the amount accrued at any given time.

# Subsection 4: Time of payment of weekday and public holiday savings

Payment of the above-mentioned advance amount will be made at the same time as the wages for the pay period in which the weekday and the public holidays fall.

# **Subsection 5: Advance amount at the turn of the year**

In any case, the advance amount for 1 January will be deducted from the weekday and public holiday pay for the previous calendar year.

# Subsection 6: Residual payment of weekday and public holiday savings

At the last payment of wages for the month of December, any remaining amount for weekday and public holidays, collective agreement days off special days of holiday are paid to the employee unless the employee has requested that the remaining amount - or part thereof - be paid as an extraordinary pension contribution by 30 November.

# **Subsection 7: Payment upon resignation**

In the event of resignation, settlement and payment of the residual amount will be at the next payment of wages.

#### **Subsection 8: Guarantee scheme**

TEKNIQ Arbejdsgiverne guarantees holiday, weekday and public holiday allowance - see Section 15

# **Section 18 - Retraining**

# Subsection 1: Retraining and skills planning

The parties to the collective agreement agree that companies as well as employees have an obligation to ensure ongoing skills development. This means that companies must provide employees with the necessary training opportunities, and employees are obliged to participate in the necessary training. Companies and employees are therefore encouraged to do training and skills planning.

To promote opportunities to fulfil these obligations, a Skills Development Fund is established for the HWS industry.

#### **Purpose**

The Skills Development Fund of the HWS industry aims to ensure the development of employees' skills in order to maintain and strengthen companies' development opportunities in a technological world. The Fund also aims to support the development of employee skills in order to maintain and strengthen employment opportunities.

This can be ensured, for example, through support for training at both basic and higher levels, general as well as vocational retraining and further training and participation in skills assessment in public and relevant private programmes.

# The Skills Development Fund of the HWS industry

The parties to the collective agreement establish a co-ownership to administer the Fund's contributions. The detailed guidelines for this will be laid down in articles of association which the parties will draw up jointly by 1 October 2020.

The parties are equally represented on the Fund's board. The post of chairperson of the Fund Board is alternately held for 2 years at a time with a representative from the employee side and the company side, respectively. The post of vice chairperson is held in a similar manner. The employee side holds the position of chairperson for the first 2-year period and the company side holds the position of vice chairperson for the same period.

The Fund Board makes decisions on application procedures and which courses can be subsidised.

The parties agree that partial coverage may be provided for:

- Training chosen by the employee and relevant to the industry defining the industry in a broad sense. Grants may be awarded for external training expenses (course fees, course materials and any transport costs etc.) up to a maximum of DKK 200 per day/DKK 1,000 per week and grants to partially cover employees' loss of pay during the training programme. Wage subsidies, including any loss of public pay compensation, amount to 100% of the individual employee's usual time-based pay.
- Companies' costs for training employees subject to collective agreements.

The Fund Board determines the amount of support and the distribution between self-chosen training and planned company training. If the Fund's assets exceed 2 years of payments, the Board must make decisions on changed grant criteria or reduced payment.

The parties agree that the Fund is administered by the Training Secretariat of the Danish Electrical and HWS Industry (EVU).

# **Payment to the Fund**

Having effect from 1 April 2020, companies will pay DKK 260 annually per employee covered by the collective agreements. The amount will be adjusted on 1 April 2021 to DKK 520 per employee. No contributions are charged for apprentices. Funds can be distributed from 1 January 2021 at the earliest.

Collection of contributions is handled by TEKNIQ Arbejdsgiverne which can collect the contribution as a percentage of the payroll so that the total proceeds correspond to the above-mentioned amounts per employee subject to the collective agreements. For employees subject to accession agreements, the union collects the contributions.

# Subsection 2: Right to retraining and further training

Employees with 32 weeks of employment in the company are entitled to a total of 2 weeks of further training per calendar year as set out in points a, b or c.

Retraining and further training can also be through a combination of the points below.

#### a.

Courses initiated in accordance with the Danish Act on Vocational Education and Training (lov om arbejdsmarkedsuddannelser) through the Training Secretariat of the HWS industry (EVU). If the parties to the collective agreement agree, the provision may include other industrial courses. Wages during retraining and further training is the hourly wage applicable in the company. The company receives the public subsidy through AUB (the Employer's Reimbursement Fund).

Employees are obliged to notify of retraining and further training at least 4 weeks before the start of the course.

#### b.

Self-chosen training with due consideration for the company's working and production conditions. Training must be relevant to the industry - defining the industry broadly.

The unions jointly draw up a list of relevant training programmes, see Annex 1 of this provision.

The employee is obliged to notify of retraining and further training at least 4 weeks before the start of the course.

#### C.

The employee may choose to participate in self-chosen training that fulfils the requirements in item b outside working hours. In that case, the company pays documented expenses for course fees and materials up to a maximum of DKK 1,500 per year for each employee. In relation to the 2-week right, such training programmes are included in the number of hours of training.

If an employee, as determined by the company, attends courses for which loss of pay compensation is granted, the employee will receive his or her normal wages without supplements. Loss of pay compensation is paid to the company.

This provision no longer applies if the current loss of pay compensation level is reduced.

#### Annex 1

Section 18(2) of the collective agreement gives the right to attend selfchosen training for up to 2 weeks per year provided that the courses/training activities are of the following nature:

• All AMU courses from the HWS industry training catalogue

- AMU courses outside the HWS industry training catalogue of a technical-professional, general and managerial nature. However, it is a condition that the courses are broadly relevant to the industry.
- Private courses of a technical-professional nature offered by suppliers, wholesalers etc. The courses must be industry-relevant in a broad sense, and there may be no study tours.
- The following private and public courses of a general nature: languages (German and English), math, physics and chemistry, IT, management and accounting as well as reading and spelling courses.
- Trailer licence.
- Advanced technical training above vocational training including technical professional modules in open education. The courses must be industry-relevant in a broad sense.

# **Subsection 3: Training in connection with dismissal**

There are special rules on training in connection with dismissal in Section 10.

# **Section 19 - Employee training funds**

# Subsection. 1: Training fund of the HWS industry

The parties to the collective agreement have established the Training and Cooperation Fund of the HWS industry.

The Fund is financed by TEKNIQ Arbejdsgiverne's member companies paying an amount corresponding to DKK 0.85 per hour as of 1 July 2023 for the members of Dansk Metal and Blik - og Rørarbejderforbundet employed at the company.

The parties to the collective agreement agree on how the contributions are put into practice in accordance with the purpose of the fund. Unless otherwise agreed, unused portions of the contribution increase from 2014 onwards are shared equally between the parties to the collective agreement at the end of the financial year.

# **Subsection 2: LO/DA Udviklingsfonden (Development Fund)**

The company contribution to the Development Fund set up by DA and LO amounts to DKK 0.47 per hour worked. LO (Danish Confederation of Trade Unions) members receive ¾ and DA (Confederation of Danish Employers) members receive 1/4.

# **Subsection 20 - Social chapters**

#### **Subsection 1: Physical or mental disabilities**

The parties agree to provide the necessary collective agreement provisions that make it possible to perform work commensurate with their health and abilities for persons who, due to physical or mental disabilities, are unable to perform normal work on customary collective agreement terms within the workshop, building and construction industry.

The parties will jointly contribute to the creation of special positions for the persons in question to the extent that the individual company cannot already identify areas of work that can reasonably be performed and that are not already performed under the terms of the collective agreement.

# Subsection 2: Young people and long-term unemployed

In step with the outsourcing and privatisation of public construction and maintenance work by regions and municipalities, the parties recognise the need for the industry to assume joint responsibility for the employment and rehabilitation of the groups of young people and the long-term unemployed, respectively, to whom public companies are obliged to offer employment for a limited period of time under current legislation.

# **Subsection 3: Framework for workplace integration**

Based on the special working conditions that apply in the building and construction industry, the unions will initiate discussions in the coming collective agreement period with a view to establishing a framework under which such persons can be integrated into the Danish workshop, building and construction workplaces.

When setting this framework, the parties to the collective agreement will ensure that increased employment is created and that there is no simultaneous exclusion of regular employees or wage dumping. The parties will therefore consider how the employees in the companies can be involved in the decision-making process regarding employment of the above-mentioned groups.

The parties to the collective labour agreement agree that a final framework agreement on the employment of social groups is not possible until there is clarity on which legislation will apply to these groups.

# **Subsection 4: Shortened working hours**

For employees whose working capacity is impaired due to age, infirmity, frailty or injury, shorter working hours can be agreed upon.

The unions have the right of action in case of misuse of this provision in accordance with the rules of the collective agreement for handling industrial disputes.

**Subsection 5: Senior agreement** See Annex 12.

### **Section 21 - Welfare measures**

#### Subsection 1: Shed or mobile site-hut

For all work carried out by building and construction companies, the company must - if suitable premises cannot be provided - comply with the provisions on shed conditions in the Danish Working Environment Authority's Executive Order no. 1516 of 16 December 2010 on building and construction work. The sheds may not be used for overnight stays. In connection with cases concerning working environment conditions, only cases concerning shed conditions that can be initiated in the industrial law system.

#### **Subsection 2: Hazardous work**

All hazardous work must be carried out by 2 people.

# Section 22 - Overview of use of seniority

**Election of union repre-**9 months sentative: Section 29(3)

**Dismissal:** 9 months

Section 10(1)

**Skills development** 2 years

Section 10(9)

ship:

**The end of the apprentice-** Apprenticeship after reaching the age of 18

6 month

None

32 weeks

is included in seniority.

Section 10(1)

2 months Illness

Section 11(1)

The child's first day of sick-

ness,

Section 14(1) and (4)

**Child's hospitalisation:** 

Pregnancy, maternity leave, 9 months paternity and parental leave Section 13(1)

Injury and occupational ill-

ness:

**Reporting an industrial in-** 9 days

jury:

Section 12(2)

Retraining and self-chosen

training: Section 18(2)

**Employment on terms** simi- 9 months lar to those applicable under Section 25(1)

the Salaried Employees Act:

# Section 23 - Off-site work - without overnight stay ("zone allowance")

This provision may be replaced by a local agreement concluded between the company and the union representative. A copy of the agreement is sent to the unions for their information.

The provisions are divided into 4 groups:

- **A.** Settlement from the company's address
- **B.** Settlement from the employee's address
- C. General provisions for A and B
- **D.** Transport allowance

The condition for the application of supplements for off-site work is that there is transport to and from the workplace on the same day.

# A - Settlement from the company's address

For employees who are taken on at a company's address, the following applies:

# **Subsection 1: The company's address**

A company's address is the workshop from which the employee is sent out.

This also applies when a company has other departments or branches with a different geographical location when the following minimum requirements are met:

- The department must be of a permanent nature and have at least 1 managerial employee at the department's address.
- The company must be registered with TEKNIQ Arbejdsgiverne and notified to the union.
- The department must be registered with its name, address and telephone number with authorities and postal services.

Transfers between departments may take place. However, notice of the transfer must be given with the employee's notice of termination.

With regard to information to the union representative, see Section 27(3) of the collective agreement.

Engagement must be in writing. A copy is sent to the union representative.

# **B** - Settlement from the employee's address

# **Subsection 2: Written agreement on place of employment**

When employees are employed at a specific place of work, there must be a written agreement on the place of employment and any supplements for Off-site work. This also applies if the employee moves to another specific workplace. Otherwise, the employee is considered to be employed at the company's address.

# **Subsection 3: Employee's address**

The employee's address at the time of employment applies for the entire work period at the workplace.

# **Subsection 4: Change of workplaces**

Employees who are employed at a specific workplace beyond 7 kilometres from the company's workplacw address and then employed at a workplace within the said 7 kilometres will now and in the future be considered as employed at the company's address as described in group A.

# **C - General provisions**

Provisions and rates apply to A and B only.

#### **Subsection 5: Working within a 7-kilometre limit**

For work performed within 7 kilometres from the company's address A/or the employee's address B, no supplement is paid for Off-site work.

#### Subsection 6: Working outside a 7-kilometre limit

For work of a duration of more than 1 working day that is carried out beyond 7 km from the company's address A/or the employee's address B, the amounts stated are paid to cover time on the road and transport. For work of a duration of 1 working day or less that is carried out beyond a distance of 7 km from the company's workshop address, no supplement is paid for off-site work. Normal hourly rates are paid as well as overtime supplements for transportation time elapsed and mileage allowance.

#### **Subsection 7: Interruption of work**

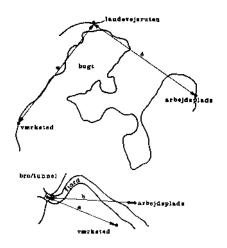
If work for which a supplement for off-site work is paid is interrupted without a reason attributable to the employee, a supplement is paid for off-site work for the entire day. Otherwise, there will only be payment for hours worked.

# **Subsection 8: Measuring distance in a straight line**

Road lengths are measured in straight lines.

Distances in straight lines are measured using the special measuring programme published by the parties to the collective agreement in 2019. Distance measurements are taken between 2 addresses in the measuring programme and cannot be the subject of industrial disputes procedures.

Where the siting of the road increases the closest path from company A/or the employee's address B to the workplace by more than 25% in relation to the straight line, the distance is measured as a straight line between company A or the employee's address B and the workplace via an intermediate point on the closest siting of the road (see example). Any disagreements about the use of a via point can be heard in the industrial law system.



# Subsection 9: Supplement for off-site work in case of overtime

No supplements are paid for overtime hours. For work performed more than 75 km from the company's address, an amount of DKK 19.68 per hour of overtime is paid as of 1 March 2023 and DKK 20.36 per hour of overtime as of 1 March 2024 if the overtime has not been notified the day before.

#### **Subsection 10: Rates**

Distance		Supplements for off- site work	Supplements for off- site work
Km above	Km up to and in- cluding	øre/hour.	øre/hour.
		2023	2024
7	10	1,010	1,045
10	13	1,410	1,460
13	16	1,795	1,860
16	20	2,335	2,415
20	25	2,945	3,050
25	30	3,420	3,540
30	35	3,745	3,875
35	40	3,965	4,105
40	45	4,300	4,450
45	50	4,715	4,880
50	55	5,095	5,275
55	60	5,505	5,700
60	65	5,915	6,120
65	70	6,315	6,535
70	75	6,720	6,955
75	and above	9,025	9,340

# Subsection 11: Supplement for off-site work for transport in the company's motor vehicle

When the company makes a motor vehicle available by agreement, 50% of the above-mentioned supplement is paid for off-site work.

# **Subsection 12: Use of measuring programme**

To use the special measuring programme, it is a condition that the two points for calculating supplements for off-site work have postal addresses that exist in the programme. If it is not possible to find a postal address for a workplace in the programme, the centre of the title number of the workplace must be used.

In case of wiring tasks or other tasks where the workplace does not refer to a specific title number, measurements are taken from the location of the site-hut.

# **Subsection 13: Ferry or bridge expenses**

If it has been agreed that the employee uses his or her own - or the company's - vehicle in connection with the work and this results in ferry or bridge expenses, they must be paid by the company.

# **Subsection 14: Adjustment of supplements for off-site work**

Supplements for off-site work are indexed on 1 March of the year in which the collective agreement is renewed.

# **D** - Transport allowance

# **Subsection 15: Transport allowance**

When an employee uses his or her own vehicle on company business, an allowance per kilometre driven is paid according to government regulations. The company carries out the necessary checks in accordance with SKAT's rules.

The rates require the employee to bring his or her hand tools that are necessary for the performance of a job without any additional payment.

# Subsection 24 - External work - with overnight stay

This provision may be replaced by a local agreement concluded between the company and the union representative. A copy of the agreement must be sent to the unions for their information.

Provisions regarding the travel allowance in connection with external work where an overnight stay is necessary can be agreed locally based on SKAT's rules for tax-free travel and transport allowance. In connection with the payment of tax-free travel and transport allowances, the company carries out the necessary checks in accordance with SKAT's rules.

If no agreement is reached, the following applies.

# Subsection 1: Board and lodging in connection with overnight stays

In connection with work with overnight stays, the company must provide:

- Accommodation at a recognised hotel, guesthouse or similar, or pay as per approved bill.
- Pay for subsistence as per approved bill.

# Subsection 2: Outward and return journeys in connection with overnight stays

In connection with work with overnight stays, the company pays the first outward journey to and the last return journey from the workplace with a ticket for public transport and the time spent on these journeys using the employee's personal hourly wage.

# Subsection 3: Work exceeding 1 month in connection with overnight stays

For work exceeding 1 month with overnight stays, employees are paid for travelling expenses for one journey to and from. Subsequently, 1 x travelling expenses are paid for each additional month they are employed at the workplace. The time spent travelling is not reimbursed. Travelling expenses are only paid in cases where employees actually do the travelling.

# Section 25 - Employment on terms similar to those applicable under the Salaried Employees Act

# **Subsection 1: Conclusion of agreement**

The unions recommend that companies that wish to introduce employment relationships similar to those applicable under the Salaried Employees Act for employees with more than 9 months of seniority do so according to the guidelines below.

An agreement on employment on terms similar to those applicable under the Salaried Employee Act can be made with employees with less than 9 months of seniority if the company and the employee so agree.

The agreement is concluded as an individual agreement with the individual employee and replaces the "normal" hourly wage agreement between TEKNIQ Arbejdsgiverne and Blik- og Rørarbejderforbundet and Dansk Metalarbejderforbund. The agreement follows certain provisions of the Salaried Employees Act and selected provisions from the collective agreement. The agreement does not make the employee a salaried employee.

The question of introducing or disposing of agreements on employment conditions similar to those of the Salaried Employees Act can be heard as industrial disputes procedures, but only at a union meeting.

Employment on terms similar to those applicable under the Salaried Employees Act must be agreed individually with the employee.

Agreements on employment on terms similar to those applicable under the Salaried Employees Act are only effective if they are made in writing.

The unioins jointly prepare a form to be used for agreements on employment on terms similar to those applicable under the Salaried Employees Act.

The unions agree that only the provisions of the Salaried Employees Act and the collective agreement mentioned below apply to the agreement on employment on terms similar to those applicable under the Salaried Employees Act.

**Subsection 2: Co-operation and union representative rules** See Sections 27, 28 and 29 of the collective agreement.

### **Subsection 3: Wages**

Wages should reflect the individual person's qualifications, effort and skill.

Once a year, each individual person's wages are reviewed and possibly adjusted. The time of adjustment can be the same as for salaried employees employed at the company.

Disagreements regarding wage levels or regulation of wages can be heard as industrial disputes procedures, but only at a union meeting.

For employment on terms similar to those applicable under the Salaried Employees Act, the hourly wage is converted to a monthly pay with the applicable number of hours, currently 160.33. Wages are paid on the same dates that apply to the company's salaried employees.

#### **Subsection 4: Pension**

In addition to wages, pension is paid in accordance with Section 4(1) of the collective agreement.

An occupational pension, but only the company contribution, is settled on the holiday allowance upon resignation.

# **Subsection 5: Seniority**

Seniority for employment on terms similar to those applicable under the Salaried Employees Act is calculated from the 1st of the month in which the agreement enters into force.

#### **Subsection 6: Termination**

In the event of termination, the length of the notice period is calculated for both parties according to the rules in section 2 of the Salaried Employees Act.

The unions agree that the length of the notice of termination may not be shorter than those obtained under the collective agreement in connection with the transition to employment on terms similar to those applicable under the Salaried Employees Act.

Termination may occur during illness.

It can be agreed in the individual contract that the employee may be terminated with one month's notice of resignation to expire on the last day of any month when the employee has received sick pay for a total of 120 days within a period of 12 months. The validity of the termination is

conditional on the termination taking place immediately after the expiry of the 120 sick days and while the employee is still sick whereas the validity is not affected by the fact that the employee has returned to work after termination has occurred.

#### **Subsection 7: Minimum compensation**

Section 3 of the Salaried Employees Act.

# Subsection 8: Employee's liability to pay compensation in case of resignation without notice

Section 4 of the Salaried Employees Act.

# **Subsection 9: Working hours**

The normal weekly effective working hours are 37 hours. If the company and the employee would like for the working hours to be placed outside the normal daily working hours of the collective agreement, such an agreement may be made.

#### **Subsection 10: Overtime**

The unions agree that overtime should be kept at a minimum. Remuneration/taking time off for overtime worked is agreed between the company and the employee.

### **Subsection 11: Travelling and external work**

Travelling and external work are organised and paid as per agreement between the company and the employee.

#### **Subsection 12: On-call time**

The establishment/remuneration of on-call time is agreed between the company and the employee.

### **Subsection 13: Retraining and further training**

Follow Sections 18 and 19 of the collective agreement.

#### **Subsection 14: Piecework**

The agreed monthly wages replace the hourly wages and piecework regulations agreed in the collective agreement.

An employee who is employed on terms similar to those applicable under the Salaried Employees Act may participate in piecework but cannot be a pieceworker where several people are involved in the piecework. All work under 60 hours is exempt from the piecework obligation.

When participating in piecework, the monthly wages for the number of hours the employee works in piecework no longer applies while other terms similar to those applicable under the Salaried Employees Act in the agreement are retained for employees.

When participating in piecework, the monthly wages are converted to an hourly wage with the applicable number of hours, currently 160.33.

Other terms and conditions for participating in piecework in accordance with the piecework regulations.

# **Subsection 15: Holiday**

- a) In case of employment on terms similar to those of a Salaried Employee Act, holiday is taken with pay or holiday allowance, see the general rules of the Holiday Act.
- b) The local agreement allows deviation from Section 7 of the Holiday Act on advance holiday and the principle in Section 15 of the Holiday Act on giving notice of holiday that has not been earned at the time it is taken. Such a local agreement must be in writing and may only be concluded with a union representative elected in accordance with the rules of the collective agreement.

Thus, it can be agreed that:

Employees are granted up to 5 weeks of holiday at the start of the holiday year on 1 September. Employees who join the company during the holiday year are allocated a proportionate number of days of holiday.

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

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

For employees who have holiday with pay, a holiday difference calculation is made, see Section 17(2) of the Holiday Act, if a change in working

hours means that the individual employee has received too little pay during the advance holiday.

# Termination in the holiday year

If an employee resigns during the holiday year and the employee has used more holiday than earned at the time of resignation, the company may set off against the employee's claim for wages and holiday allowance.

If the company dismisses the employee, the company may not set off for more holiday than the employee has time to earn before resigning.

If the employee materially breaches his or her employment relationship, the company will be able to set off the value of the holiday taken against the employee's claim for outstanding wages and holiday allowance corresponding to the holiday that can be earned before the end of the holiday year.

If the employee cancels or terminates his or her employment relationship due to the company's material breach of contract, no set-off may be made.

The unions agree that a company and a union representative may enter into an agreement on a flexible organisation of holidays at individual companies.

As a result, the unions agree to use the collective agreement to provide for agreements that deviate from Section 7 of the Holiday Act and the principles in section 15 of the Holiday Act in accordance with Section 3(3) of the Holiday Act.

# **Carrying over holiday**

In addition to those cases where days of holiday are automatically carried over or the employee is entitled to carry over days of holiday to the next holiday year according to the Holiday Act, the employee and the company can agree that accrued and unused days of holiday in excess of 20 days are carried over to the following period of taking holiday.

A maximum of 10 days of holiday in total may be carried over.

The employee and the company must agree in writing on the carry-over of days of holiday by 31 December.

# **Subsection 16: Weekday and public holidays**

Full pay is paid on weekday and public holidays and other non-working days.

#### **Subsection 17: Illness**

According to Section 5 of the Salaried Employees Act, however, with the right to time off for the child's first day of sickness according to Section 14 of the collective agreement.

# **Subsection 18: Maternity leave**

See Section 13 of the collective agreement.

# Subsection 19: Special days of holiday and savings account

In each calendar year, each employee is entitled to take up to 5 special days of holiday with payment corresponding to the usual pay from the savings account to the extent that there are sufficient funds in the account. Special days of holiday are allocated on 1 January to be taken in the calendar year.

If the employee employed on terms similar to those under the Salaried Employees Act is not employed in the company for the entire calendar year, either due to joining or resigning from the company, the special days of holiday are calculated proportionately in relation to the employment in the calendar year.

The special days of holiday can be placed according to the rules of residual holiday laid down in the Holiday Act. The special days of holiday are converted to and taken off as hours within the calendar year. Regardless of any change of jobs, no more than 5 special days of holiday per calendar year may be taken.

A savings account is set up for all employees employed on terms similar to those of the Salaried Employees Act and subject to the collective agreement, to which the company transfers the pay used as basis for calculating holiday payment for each payment of wages. The rate includes holiday allowance:

### **As of 1 March 2023,** at 9.35%.

a) Having effect from 1 March 2024, an additional 2.0% of the pay used as basis for calculating holiday payment is paid in and is made available

for the employee's free choice, from which the savings then amount to 11.35%.

b) It may be agreed with the individual employee that the contribution in paragraph a) is paid on an ongoing basis together with the wages. However, it is a condition that the company can document that there has been a dialogue about the ongoing payment.

The employee may choose to utilise the savings account balance in the following cases:

- 1. Pay in connection with childcare days
- 2. Pension (notification must be given by 30 November)
- 3. Senior days off (for employees who meet the conditions)
- 4. Absence in connection with children's medical appointments etc.

The parties to the collective agreement encourage the company to initiate a dialogue with the employees about the options of the savings account.

If contributions from the savings account are paid on an ongoing basis, no holiday allowance /holiday supplement is to be calculated on these contributions.

When a day of holiday is taken, an amount corresponding to the daily wage is paid on account per day.

Before 30 November in a qualifying year, the employee must notify the company of how the balance in the account should be used.

The payment of the balance on 31 December may thus be used for an extraordinary pension payment on 31 December of the same year or as an extraordinary payment with the December wages. This includes payment for remaining special days of holiday in the current holiday year.

If an employee resigns, the account is settled at the turn of the year.

### **Subsection 20: Industrial disputes procedure**

Any disagreements regarding the understanding of the individual agreements or these guidelines are handled in accordance with the rules on industrial disputes laid down in the collective agreement.

If the company wishes to be released from an agreement on employment on terms similar to those applicable under the Salaried Employees Act with one employee or if that employee wishes to be released, this can be done with the employee's notice of termination. After the expiry of the above-mentioned notices, the employee is considered to be subject to this collective agreement only.

Already existing agreements on employment on terms similar to those applicable under the Salaried Employees Act can be rewritten in accordance with these guidelines as per agreement between the company and the employee. The basic agreement applies in general.

# Section 26 - Wages and working conditions for apprentices

The below wages and working conditions apply to apprentices and adult apprentices who are employed in accordance with the Vocational Training Act and who are subject to the Executive Order on the HWS Energy training programme.

Unless otherwise stated, the provisions apply to both regular and adult apprentices.

# **Subsection 1: Normal working hours**

The apprentices' normal daily working hours are the same as those set for the company's journeymen.

Subsection 2: Remuneration of apprentices as: HWS Energy Specialist, Ventilation Engineer, HWS Installation Engineer and Plumber and HWS.

The unions clarify that the wage rates below are minimum wages per hour:

All apprentices are placed on pay scale 1. After 1 year at that scale, they move up to the next scale. Apprentices who have completed the basic programme (GF2) prior to employment move up to scale 2 after six months. Apprentices then move up to the next scale every year until the final scale.

**EUX apprentices**: If the apprentice has previously completed the EUX (vocational training and education programmes) basic programme (GF2) prior to the beginning of the apprenticeship, the apprentice is placed at rate 1 for six months. There will then be upgrading for rates 2, 3 and 4 for a full year. The EUX apprentice is then updated to rate 5 until completion of the programme.

Scales	1 March 2023	1 March 2024
1	DKK 72.75	DKK 75.30
2	DKK 83.85	DKK 86.80
3	DKK 104.65	DKK 108.30
4	DKK 120.35	DKK 124.55
5 (EUX)	DKK 132.15	DKK 136.80

# Subsection 3: Remuneration of smiths with scales and specialisations (smith corrosion proof, energy technology)

Scales	1 March 2023	1 March 2024
1	DKK 77.05	DKK 79.75
2	DKK 87.35	DKK 90.40
3	DKK 93.90	DKK 97.20
4	DKK 108.75	DKK 112.55
5	DKK 131.40	DKK 136.00

# **Subsection 4: Apprentices with reduced training time**

The parties to the collective agreement encourage the internship company and the apprentice to apply for a competency assessment through the technical school as soon as possible. Where a training agreement is clarified in terms of competences within the first 6 months of the training programme, the following applies:

Apprentices with reduced apprenticeship time due to skills approved by the Professional Committee start at salary scale 1 less the reduced apprenticeship time:

Example: The remaining apprenticeship time is 3 years and 2 months for a normal 4-year programme. The reduction is 10 months. The pay should then be 2 months at salary scale 1. The other steps of the salary scale are then followed.

If an apprentice in a previously concluded training agreement is assessed later than specified in section 2, payment is reduced by the last wage rates corresponding to the shortened apprenticeship period.

# **Subsection 5: Remuneration of adult apprentices**

Adult apprentices are apprentices who have reached the age of 25 at the beginning of the training agreement. During the training programme, adult apprentices are subject to Section 26 of the HWS collective agreement, including other wage components.

The hourly wage for adult apprentices throughout the training period is the minimum wage for adult workers in the HWS trade.

As of 1 March 2023, DKK 131.60 As of 1 March 2024, DKK 136.10

# Subsection 6: Apprentices' participation in piecework

When adult apprentices are used in the journeyman's piecework, the journeyman's payment for the apprentice must be agreed prior to the start of the piecework. Payment for adult apprentices' participation in piecework may not be less than the payment for regular apprentices with the same remaining apprenticeship period. However, adult apprentices must always be paid at least the minimum wage according to Section 26(5)

When other apprentices (who are paid according to the apprenticeship rates) participate in piecework, their hourly wage for payment and profit share is determined according to the payment to the journeymen agreed on the piecework agreement form based on the following rules:

```
1^{st} year of apprenticeship = 0.3 x journeymen's pay 2^{nd} year of apprenticeship = 0.4 x journeymen's pay 3^{rd} year of apprenticeship = 0.5 x journeymen's pay 4^{th} year of apprenticeship = 0.7 x journeymen's pay
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However, the apprentice must always be paid at least an hourly wage according to the apprenticeship rate.

If a piecework agreement is changed to an hourly wage agreement during the work, the apprentice will be paid for the entire piecework period with the above-mentioned ratio x the agreed hourly factor for the work. Apprentice hours are converted to journeymen hours according to the above factors. See also the schedules of wages .

# Subsection 7: Apprentices' savings account and adult apprentices' weekday and public holiday savings Apprentices' savings account

The apprentice saves the following from the pay used as basis for calculating holiday payment in a special savings account:

```
As of 1 March 2023, at 9.50%. As of 1 March 2024, at 11.50%.
```

This amount includes the holiday allowance of the savings.

# Adult apprentices' weekday and public holiday savings

As from 1 March 2024, a total of 15% will be saved.

Week-	Special		Free	Total	weekda	y
day/public	days	of	choice	holiday	and free	<u>-</u>
holiday	holiday		choice savings		avings	

1 March 2023	7.5%	2.5%	3%	13%
1 March 2024	9.5%	2.5%	3%	15%

- a) Adult apprentices save 10% in their weekday holiday/public account which covers advance payment for days of weekday holiday and special days of holiday.
- b) Having effect from 1 March 2023, an additional 3.0% of the pay used as basis for calculating holiday payment is paid, which is made available for the employee's free choice.

It may be agreed with the individual employee that the contribution under Section 1(7)(b) is paid on an ongoing basis together with the wages. However, it is a condition that the company can document that there has been a dialogue about the ongoing payment.

The parties to the collective agreement encourage the company to initiate a dialogue with the adult apprentice about the options of the weekday holiday/free-choice scheme.

If contributions from the weekday holiday/free-choice scheme are paid on an ongoing basis, no holiday allowance/holiday supplement is to be calculated on these contributions.

Weekday and public holiday pay is paid to the adult apprentice in the form of an advance amount in connection with each weekday holiday and 1 May 1 May, 5 June, 24 December and 31 December.

The amount is DKK 1,200.00 per day.

Payment of the advance amount will be made at the same time as the wages for the pay period in which the weekday and public holidays fall.

Adult apprentices are entitled to the advance payment immediately upon employment, however, no greater amount may be paid than the amount accrued at any given time.

In any case, the advance amount for 1 January will be deducted from the weekday and public holiday pay for the previous calendar year.

Adult apprentices are subject to an escalation scheme of weekday holiday savings for newly admitted companies in TEKNIQ Arbejdsgiverne if such a scheme has been entered into in accordance with Section 3(1).

# Residual payout of savings and weekday holiday savings

At the last payment of wages for the month of December, any residual amount for weekday holidays and public holidays, days off and special days of holiday according to the collective agreement is paid to the apprentice unless the apprentice has requested that the residual amount - or part thereof - be paid as an extraordinary pension contribution by 30 November to the extent that the apprentice is comprised by the pension scheme.

# **Payment upon resignation**

In the event of resignation, settlement and payment of the residual amount will be at the next payment of wages.

#### **Subsection 8: Pension**

The parties to the collective agreement have joined PensionDanmark A/S.

Apprentices who start a vocational training programme before they reach the age of 18 will, until they reach the age of 18, be comprised by the insurance scheme in Section 26(11).

Apprentices are comprised by the pension scheme of the HWC collective agreement when they reach the age of 18 and have a minimum of 2 months of seniority.

However, in the apprentice's 18th and 19th year, the contribution rates are 4% from the company and 2% from the employee, respectively, meaning a total of 6%.

The rates are increased to those in Section 4 of the HWC collective agreement if the pension payment for persons aged 18 and 19 is reimbursed to the company through AUB. The insurance scheme in Subsection 11 will be cancelled at the same time. In that case, the parties to the collective agreement determine the month of inception.

With effect from the pay period in which the apprentice reaches the age of 20 and has gained 2 months of seniority, the pension rates in Section 4(1) of the HWS collective agreement apply, i.e., 10% from the company and 2% from the apprentice, respectively, meaning a total of 12%.

Having effect from 1 June 2023, the employee's contribution is 2% and the company's contribution is 10%. The total contribution remains at 12%.

#### **Adult apprentices**

Adult apprentices follow the provisions on pension in Section 4 of the collective agreement only.

#### **Subsection 9: ATP**

Everyone over the age of 16 must be enrolled in the labour market supplementary pension, ATP.

#### **Subsection 10: Health care scheme**

In connection with the pension scheme, PensionDanmark has established a healthcare scheme for employees entitled to a pension. The company pays the premium.

The premium is a percentage agreed between the unions (currently 0.15%) in addition to the pension contribution agreed in the collective agreement.

#### **Subsection 11: Insurance and healthcare scheme**

The parties agree that apprentices who are not already comprised by an employer-paid pension or insurance scheme are entitled to the following insurance benefits, which correspond to PensionDanmark's "Basic cover": A tax-free insurance sum of DKK 100,000 for

- Death
- Critical illness
- early retirement pension

In addition, the apprentice is comprised by PensionDanmark's healthcare scheme.

The scheme is established with PensionDanmark, and the benefits follow PensionDanmark's terms and conditions, which are stated in their insurance package for apprentices. The premium is stated by PensionDanmark to be DKK 350 per year per apprentice. If the cost per apprentice increases to more than DKK 400 per year, discussions will be initiated between the parties to adjust the composition of the insurance cover.

The parties agree that the scheme can be administered in co-operation with EVU. TEKNIQ Arbejdsgiverne guarantees the financing of the scheme and determines any company contributions.

There is also agreement that EVU reports apprentices covered by this collective agreement but employed in other companies. As per agreement between the unions, EVU may charge contributions and administration fees for this.

If the trainee is transferred to a pension scheme with PensionDanmark, the company's obligation under this provision no longer applies.

### **Subsection 12: Overtime pay**

Apprentices who have reached the age of 18 may work overtime according to the same guidelines and to the same extent as journeymen who have served their apprenticeship.

For work performed outside the normal daily working hours set for each week, the following supplements are paid per hour of overtime:

First and second clock hour after normal working hours:

As of 1 March 2023, DKK 43.25

As of 1 March 2024, DKK 44.55

For the third hour and subsequent hours of overtime, the following supplements are paid per hour. The same supplement is paid from the first hour of overtime after call-outs outside of daily working hours as well as on days off, Saturdays, Sundays and public holidays:

As of 1 March 2023, DKK 94.50

As of 1 March 2024, DKK 97.35

### **Subsection 13: Dirt supplement**

For the cleaning of sewers, inspection chambers, toilets, urinals, discharge pipes and all repair work on old roofs and otherwise in accordance with the provisions of the Pipe Price List, the following supplements are payable per hour:

As of 1 March 2023, DKK 10.50

As of 1 March 2024, DKK 10.85

A minimum of 3 hours per day is paid. The supplement is paid for both daily pay and piecework.

Dirt supplement is paid in connection with:

Repair, replacement or cleaning of:

- 1. Underground wiring.
- 2. Oil burners and oil pipelines.
- 3. Boilers.
- 4. Containers.
- 5. Installations in roof slopes and crawl spaces.
- 6. Discharge pipes.
- 7. Inspection chambers.
- 8. Sewers.
- 9. Urinals and toilet bowls.

#### Other fields of work:

- 1. Dismantling pipes in old boiler rooms/technical rooms.
- 3. Dismantling old drain pipes.
- 3. Work in excavations in soil, except for cast drains.
- 4. Work in wells.

### **Subsection 14: Apprentices' road allowance**

Both regular apprentices and adult apprentices are covered by the applicable local agreement if explicitly stated in the local agreement that it also covers apprentices.

No payment is made for daily transport between the home address and the company's workshop address.

If the apprentice has to report to an external workplace at the start of working hours, the company will pay additional expenses or additional time for transport between the home address and the external workplace if the distance causes additional expenses or longer transport for the apprentice compared to the daily transport between the home address and the company's workshop address.

The reimbursement for any additional expenses is calculated in relation to the cheapest public transport route from the home address to the external place of work, which can be found at www.rejseplanen.dk.

Any additional time spent travelling between the home address and the workplace is paid at the normal apprentice salary and calculated according to www.rejseplanen.dk.

The calculation is based on the apprentice's address and the company's workshop address when starting to work at the external workplace. If the apprentice changes addresses or the company moves, it will only affect the calculation if the apprentice changes external workplaces.

If the apprentice chooses a different mode of transport to the external workplace than the one indicated in the itinerary and this causes additional costs, these must be paid by the apprentice. If the transport time is longer, this is of no concern to the company.

If the company, in agreement with the apprentice, provides a motor vehicle, no compensation is paid in accordance with www.rejseplanen.dk. However, additional time (calculated according to Rejseplanen.dk) is paid if the travelling time is increased in relation to the travelling time between the home address and the company's workshop address.

If the apprentice enters into an agreement with the company on the use of his or her own vehicle in the company's service, the apprentice is reimbursed according to the official rates for mileage allowance.

### **Adult apprentices**

Adult apprentices follow Section 23 of the HWS collective agreement with the following modifications:

#### Rates

Adult apprentices are paid 70% of the below supplements for off-site work.

For transport beyond 40 kilometres, the same amount as stated below is payable.

	Distance	Supplements for off- site work	Supplements for off- site work
Km above	Km up to and includ- ing	øre/hour.	øre/hour.
		2023	2024
7	10	1,010	1,045
10	13	1,410	1,460
13	16	1,795	1,860
16	20	2,335	2,415
20	25	2,945	3,050
25	30	3,420	3,540
30	35	3,745	3,875

35	40	3,965	4,105
40	45	4,300	4,450
45	50	4,715	4,880
50	55	5,095	5,275
55	60	5,505	5,700
60	65	5,915	6,120
65	70	6,315	6,535
70	75	6,720	6,955
75	and above	9,025	9,340

# Allowance for offsite-work when driving a company motor vehicle

When the company makes a motor vehicle available by agreement, 50% of the above-mentioned supplement is paid for off-site work.

### **Subsection 15: Transport allowance during school attendance**

The company reimburses the apprentices' expenses for transport when the total distance to school is 20 kilometres or more. The total school route is the closest route from the home address/accommodation to school and back to the home address/accommodation.

If the company assigns the apprentice to a different school that is not the closest school to the apprentice's home address, the company pays a transport allowance.

If the apprentice chooses to attend classes at a school other than the one closest to the apprentice's home address, the company will not pay a transport allowance.

It is a condition for reimbursement that the apprentice could not be enrolled and/or attend classes at a school closer to the apprentice's home address than the school he/she attends.

Public transport must be used wherever possible. If the use of such means of transport would cause unreasonable inconvenience to the apprentice in question, own means of transport may be used in agreement with the company.

Public transport is reimbursed for actual expenses incurred. Transport must be the cheapest and most appropriate manner according to local conditions, and travel cards, season tickets and the like must be used when possible.

If you use your own means of transport, a transport allowance is paid according to the rate applicable at any time, see the Act on Employers' Training Contribution, when the total distance to school is 20 kilometres or more

Apprentices are entitled to reimbursement of transport expenses for the trip to and from the place of accommodation and for the trip between the place of accommodation and the usual home address during weekends, Easter and Christmas holidays provided that the above distance conditions are met.

The necessary advance payment to cover transport expenses is paid to the apprentice prior to the start of the school attendance, and the apprentice settles the account immediately after returning to the company.

Apprentices who have travelled home from school must be back at the beginning of the following teaching day.

It is a condition for the payment of the transport allowance during school attendance that the company can receive reimbursement under the Act on Companies' Training Contribution to cover all or part of the company's expenses incurred.

#### Subsection 16: Weekday holiday and weekday holiday pay

Apprentices have time off with full pay on weekday and public holidays.

#### **Adult apprentices**

Adult apprentices receive advance payment as set out in Section 26(7).

#### **Subsection 17: Other days off**

Apprentices have 1 May, 5 June, 24 December and 31 December off with full pay.

#### **Adult apprentices**

Adult apprentices are entitled to time off on 1 May, 5 June, 24 December and 31 December and will receive advance payment according to Section 26(7).

#### Subsection 18: Special days of holiday

As of 1 January, the apprentice is granted 5 special days of holiday. The special days of holiday are taken between 1 January and 31 December.

The special days of holiday are placed according to the same rules as the placement of the remaining holiday.

The apprentice will be paid an amount corresponding to his/her usual wages at the time of taking a special day of holiday from the savings account, see Section 26(7). No more than the amount set aside at any given time can be paid out.

### **Adult apprentices**

Adult apprentices are entitled to the same number of special days of holiday as regular apprentices. These are taken and placed according to the same rules as above.

Payment for special days of holiday must be made in accordance with the same provisions as applicable to payment for weekday and public holidays, see Section 26(7).

The advance payment for one special day of holiday is DKK 1,200.

The adult apprentice is entitled to the above-mentioned advance payment immediately upon employment, however, no greater amount may be paid than the amount set aside at any given time.

#### Subsection 19: Holiday and holiday pay

Apprentices are comprised by the rules of the Holiday Act. During holiday, a holiday allowance of 12½% of the total pay used as basis for calculating holiday payment is paid. Apprentices are entitled to paid holiday for 5 weeks in the first and second full holiday period after the employment relationship has begun. The company pays full pay during holiday to the extent that the apprentice has not earned holiday allowance.

If the employment relationship began in the period 2 September to 31 October, the apprentice has a corresponding right to paid holiday for 5 weeks in the holiday period associated with the holiday year.

If the employment relationship began in the period from 1 November to 30 June, the apprentice is entitled to 3 weeks of paid main holiday during the main holiday period and 5 days of paid holiday during the company closure before the main holiday period.

#### **Subsection 20: Guarantee scheme**

Apprentices are subject to TEKNIQ Arbejdsgiverne's holiday allowance guarantee. Holiday allowance is reported to Feriepengeinfo.dk. The holiday pay guarantee also includes apprentices' special savings account and adult apprentices' weekday holiday savings, see Section 26(7).

### **Subsection 21: Maternity leave**

Apprentices are subject by the current Act on the Right to Leave and Maternity Benefits (the Danish Maternity Act), just as the same freedoms exist as set out in the collective agreement between TEKNIQ Arbejds-giverne and Blik- og Rørarbejderforbundet - Section 13. The apprentice receives his or her usual wages during pregnancy,, maternity leave and parental leave, and the company receives reimbursement. However, the reimbursement may exceed the wages paid.

### **Adult apprentices**

Adult apprentices follow the provisions of Section 13(2), (3) and (4) on maternity leave in the collective agreement between TEKNIQ Arbejds-giverne and Blik- og Rørarbejderforbundet. However, the hourly wage may not exceed the minimum wage in Section 3(1) of the collective agreement.

#### **Subsection 22: Illness**

Apprentices have full pay during illness.

#### **Adult apprentices**

During duly reported and documented illness, the company provides payment for up to 9 weeks to adult apprentices with at least 2 months of seniority.

For adult apprentices paid by the hour, wages are paid corresponding to the loss of income the employee has suffered based on normal productive work. However, the hourly wage may never exceed the rate set out in Section 26(5).

However, no dirt supplement or supplement for off-site work is included.

If it has been agreed to include a dirt supplement in accordance to Section 26(13), see Section 3(10), it must also be paid during illness. When adjusting the supplement, wages must also be adjusted accordingly.

Pay during illness includes the statutory maximum unemployment benefit rate.

## Relapse due to the same illness

In case of relapse due to the same illness within two weeks of the end of the period of absence, the company's payment period runs from the first day of absence in the first period of absence.

#### **Reimbursement of sickness benefits**

The right to payment ceases if the sickness benefit reimbursement from the municipality ceases and this is due to the adult apprentice's neglect of the obligations under the Sickness Benefits Act.

In cases where the company has already paid continued pay during illness/sickness benefit to the adult apprentice, the company may set off an amount corresponding the lost sickness benefit reimbursement against the adult apprentice's wages for the period prior to the ceased sickness benefit reimbursement only. However, this may not be done if the loss of reimbursement is due to the company's late submission of the reimbursement form.

Once the adult apprentice has signed and submitted the sickness benefit reimbursement form to the company, the company is responsible for submitting it to the municipality.

### Sickness/holiday allowance

The adult apprentice is entitled to sickness/holiday allowance pursuant to the Holiday Act.

#### Weekday holiday allowance during illness

Weekday holiday allowance is calculated during absence due to illness if the adult apprentice has at least 12 months of employment in the company prior to the onset of the illness. This includes previous employment within the last 24 months.

#### Length of period for weekday holiday allowance

Weekday holiday allowance according to the above is granted for absence of more than 3 days and for a total of no more than 4 months.

#### Leaving the workplace in connection with illness

If an adult apprentice has to leave the workplace due to illness subject to prior agreement with the company, he or she is paid for the missing hours the relevant day as set out above.

### **Chronically ill persons**

Persons who have concluded an approved agreement under Section 56 of the Unemployment Benefit Act (chronically ill persons) are exempt from the sick pay scheme and therefore receive the currently applicable sickness benefit rate only with regard to the illness subject to the agreement.

## Subsection 23: Child's 1st and 2nd days of sickness

Apprentices are entitled to time off with full pay when the time off is necessary to care for the apprentice's sick child/children at home under the age of 14. This time off only covers one of the child's parents and only the child's first full day of sickness. Notification of absence is subject to the same rules as for illness.

If the child falls ill during the apprentice's working day or school day and the apprentice has to leave work or school as a result, the apprentice is also entitled to time off with pay for the remaining hours that day.

If the child is still sick after the first full day of sickness, the apprentice is entitled to 1 additional day off without pay (the child's second day of sickness).

## **Adult apprentices**

Adult apprentices have the same rights as regular apprentices. Payment for the child's first day of sickness and in cases where work or school must be left due to the adult apprentice's child falling ill during the day is the adult apprentice's hourly wage which may not, however, exceed the wage specified in Section 26(5).

If the adult apprentice's child is still sick after the first full day of sickness, the adult apprentice is entitled to 1 additional day off (the child's second day of sickness). This day off is without pay, but the adult apprentice can receive an amount from the weekday holiday savings according to Section 26(7), however, no more than the amount accrued at any given time can be paid out.

# Subsection 23 a: Medical appointments in connection with children's illness

Apprentices are entitled to time off for medical appointments with the child. Apprentices who wish to take time off for such medical appointments must notify the company as early as possible.

Absence in connection with a medical appointment for the child's sickness is paid with the apprentice's usual wages. Adult apprentices do not receive pay but can receive an amount from their weekday holiday savings according to Section 26(7), however, no more than the amount accrued at any given time can be paid out.

### Subsection 24: Hospitalisation of a child

Apprentices are entitled to time off when it is necessary for the apprentice to be hospitalised together with the child or when hospitalisation takes place wholly or partly at home.

This time off only applies to the sole custodial parent, and there is a maximum entitlement of one week off per child within a 12-month period. Upon request from the company, the apprentice must provide documentation of the hospitalisation.

In connection with the above-mentioned absence, the apprentice is entitled to wages, however, the wages of adult apprentices may not exceed the rates in Section 26(5).

### **Subsection 25: Time off for Defence Day**

The necessary time off for Defence Day is granted with full pay.

## **Subsection 26: Medical appointments**

To the extent possible, apprentices' medical appointments, dental appointments etc. should take place outside normal working hours. If it can be documented that this is not possible, the apprentice is entitled to the necessary time off with pay in connection with the appointment.

#### **Subsection 27: Provision and use of safety footwear**

The company provides suitable safety footwear to the apprentice. Safety footwear is renewed during the training period as needed.

The apprentice is obliged to wear the safety footwear provided during daily work as well as during school attendance when there is a risk of foot injuries.

The apprentice must take care of the safety footwear provided and keep it clean.

#### **Subsection 28: Apprenticeship test**

If the apprentice does not pass the apprenticeship test, an extension of the training period is granted upon application to Det Faglige Udvalg (Trade Committee). During the extension period, the apprentice is paid according to the previous year's apprenticeship rate according to Section 26(2), rate 4 for EUD apprentices and rate 5 for EUX apprentices, or Section 26(4).

## **Subsection 29: Wages during extended training time**

If the training period is extended with the approval of the Trade Committee in connection with a transfer to a new training centre or due to illness, the payment for the extended training period is the rate for the fourth year and above as adult apprentices retain the right to payment in accordance with Section 26(5).

For EUX apprentices, however, the rate for the 5th year applies.

If the training period is extended due to reasons beyond the apprentice's control, including delayed training and injury at the company, the minimum payment stipulated for journeymen in the trade is paid during the extended training period.

## Subsection 30: Termination at the end of the training agreement

Prior to the end of the apprenticeship, a notice period of 10 working days must be given if the employment relationship is not to be continued after the end of the training agreement.

# **Subsection 31: Termination of training agreement**

A training agreement may be terminated by either party without notice and without cause during the probationary period. Once the probationary period has expired, the training agreement may only be cancelled according to the rules of the Vocational Training Act.

# Subsection 32: Company closure, bankruptcy, death of employer

In the event of company closure, bankruptcy or death of the employer, the employer or the administrator of the estate is obliged to endeavour to ensure that the apprentice's training can continue with a different master. Failure to fulfil this duty may result in liability for the employer or the estate.

# **Subsection 33: Preparatory basic training - FGU**

Trainees in internships in the basic vocational training programme, EGU, as part of FGU, are paid the minimum rates for 1st and 2nd year apprentices. In all other respects, the section on pay and terms of employment in the apprenticeship regulations apply with the exception of the following:

- Travel allowance during school attendance
- Final professional assessment

- Wages during extended training time
- Termination of a training contract

### **Integration training - IGU**

Trainees in internships under the IGU programme follow the same terms as EGU.

## **Subsection 34: Boarding house**

When an apprentice stays at a boarding house during the apprenticeship period when the apprentice is eligible for admission to a school boarding house in accordance with the applicable rules on more than 75 minutes of travelling time each way between home and the nearest school, AUB pays the expenses directly to the boarding house.

The company will pay any necessary advance payment prior to the start of the school attendance.

If a stay at a boarding house has been agreed between the company and the apprentice, AUB will pay the expenses directly to the boarding house, even if it would otherwise be possible to use another school located with a shorter distance according to the applicable rules. If necessary, the company will reimburse the apprentice's increased transport expenses in accordance with applicable rules.

If the company requires an apprentice to stay at a boarding house during school attendance according to the rules on free choice of school where it would otherwise be possible to use another school located with a shorter distance according to the applicable rules, the company must reimburse the apprentice's increased total expenses for school attendance and transport.

If an apprentice, at his or her own request, stays at a boarding house where it would otherwise be possible to use another school closer to home in accordance with the applicable rules, the apprentice pays the costs of accommodation etc. and transport. Expenses incurred by the company can be deducted from the apprentice's salary to a reasonable extent.

Reimbursement of boarding house expenses is paid by AUB - Arbejds-givernes Uddannelsesbidrag - directly to the boarding house.

Subsection 35: Young workers, pre-internship and mentoring programme

Young workers under the age of 18

Companies have the right to employ young workers until they reach the age of 18 for odd jobs that are not included in the training regulations for the trade for periods of limited duration.

Young workers under the age of 18 are paid an hourly rate:

As of 1 March 2023, DKK 75.80 As of 1 March 2024, DKK 78.40

In addition, the same provisions apply as for ordinary apprentices under Sections 26(1), (7), (9), (12), (13), (20), (22) and (26) with regard to working hours, supplements etc.

Young workers on full-time contracts (min. 29.6 hours per week) Full-time young workers must be offered a training agreement after 6 months at the latest. Young workers are not obliged to enter into the training agreement offered.

Young workers in casual jobs (less than 29.6 hours per week)
The parties to the collective agreement agree that young people who come into contact with the industry through leisure jobs will strengthen the possibility of future recruitment of apprentices to the profession.

Young workers hired in leisure jobs may be employed and perform work at the company's address only.

Young workers hired in leisure jobs may be offered a training agreement.

#### **Subsection 35 a Pre-internship**

Pre-internship is for young people aged 15 to the end of their 17th year. The intention of the scheme is for a training agreement to be signed after the pre-internship period. The pay rate during pre-internships follows the pay rate for young workers in the HWS profession.

General reference is made to the agreement on pre-internships between TEKNIQ Arbejdsgiverne and Blik- og Rørarbejderforbundet.

#### **Subsection 35 b Mentoring programme**

The parties to the collective agreement agree that retaining apprentices is a highly prioritised focus area.

It is therefore agreed that a local agreement may be made for a journeyman to act as a mentor for the company's apprentices.

In connection with the conclusion of the agreement, the freedoms associated with the journeyman's role as a mentor are agreed upon.

The journeyman is compensated in terms of pay for the agreed working hours spent. An agreement is also made on any compensation for costs associated with the task.

### Section 27 - Co-operation and information

This provision may be replaced by a local agreement concluded between the company and the union representative. A copy of the agreement is sent to the unions for their information.

### **Subsection 1: The union representative institution**

The purpose of the union representative institution is to safeguard the interests of employees in terms of earnings, working conditions, employment and training. And to accommodate the company's production and operating areas.

The union representative as well as the company representative must hold a negotiating mandate to enter into agreements within the company's areas and in local negotiations.

### **Subsection 2: Briefing session**

The unions encourage the company and the union representative to hold a quarterly briefing session on the employment situation. The meeting also discusses the need for retraining of employees and the intake of apprentices.

## **Subsection 3: Information about lay-offs**

The union representative must be kept informed of impending lay-offs. The information must be provided no later than at the time of termination. The union representative has the right of action in case of any unfairness in hiring and lay-offs.

In connection with the transfer of an employee between two departments within the same company, briefing must be provided to the union representatives in both departments.

# Subsection 4: The union representative in companies without a safety organisation

In companies where a safety organisation is not mandatory or elected, the union representative may raise complaints and advice the company on health and safety issues.

## Subsection 5: Information about temporary work agencies

At the request of the user company's union representative or the union, the company must provide information on which temporary employment agencies perform tasks at the company within the scope of the collective agreement. The information must include the company name and address that the temporary employment agency provided to the company.

## **Subsection 6: Information about subcontractors**

At the request of union representative or the union, the company must state which subcontractors perform tasks for the company within the scope of the collective agreement. The information must include the subcontractor's company name, address and CVR number (and any P-number) or RUT number, and the name of the company's contact person at the external company. None of the information provided about subcontractors may be disclosed or made public.

# Subsection 7: Professional updating of terminated union representative

An employee who ceases to be a union representative after having acted as such for a continuous period of at least three years and who is still employed at the company is entitled to a discussion with the company about the employee's need for professional updating. The discussion must be held no later than one month from the termination of the union representative's position and at the employee's request. As part of the discussion, it is clarified whether there is a need for professional updating and how this updating should take place.

The employee receives wages during the professional updating. It is a condition that statutory loss of pay compensation can be granted for the training programme. Loss of pay compensation accrues to the company.

### Section 28 - Union representatives and local work

## **Subsection 1: Joint co-operation project**

Good co-operation between management and employees in companies is an essential prerequisite for the productivity and competitiveness of companies and the well-being and development opportunities of employees. The Danish model is based on both professional and constructive co-operation between the parties to the collective agreement and well-functioning local co-operation between company managers and union representatives. The basis for success is often decentralised laying down of agreements and a co-operative process of mutual respect and trust.

# Subsection 2: Joint activity for newly elected union representatives

Future newly elected union representatives are therefore offered a training and co-operation programme of  $2 \times 2$  days' duration by the parties to the collective agreement. Union representative The union representative will have the right to participate in such a programme within the first 24 months of his or her election period.

The union representative's participation in the programme is financed by the Education and Co-operation Fund.

The training and co-operation programme must include topics that can strengthen the union representative's knowledge of the companies' developmental, production, operational, economic and competitive conditions and the importance of a good mental working environment, and there must be focus on the importance of a mutually high level of information between the local parties.

The parties agree that the detailed content and execution of the programme is to be determined jointly.

The parties agree that the future secretariat services for the initiated activities can be placed under the auspices of EVU or another organisation chosen by the parties.

# Subsection 3: Joint efforts for the election of a union representative

In addition, a joint effort is initiated to elect union representatives in companies that do not currently have an elected union representative. The effort must clarify the range of benefits of structured and consistent, local co-operation between an elected union representative and the company's management.

The joint effort is handled by a body elected or established by the parties.

### **Subsection 4: Remuneration to elected union representatives**

The parties agree that union representatives elected under the HWS collective agreement will receive an annual remuneration, which is paid at a rate of ¼ per quarter. The remuneration is paid as compensation for the union representative's fulfilment of his/her duties outside of working hours.

The remuneration is not pensionable or eligible for holiday allowance. The electoral base is calculated at the new election of the union representative and subsequently once a year no later than on 15 February. In the event of cancellation of the union representative position, the remuneration lapses.

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

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

Union representatives with an electoral base of 100 people or more will receive an annual remuneration of DKK 33,000.

If an agreement has already been made on pay/remuneration for the union representative, it will be set off against the above remuneration.

## **Subsection 5: Training representative**

The union representative(s) may appoint a joint training representative at the company by local agreement between the management and the union representative(s).

The training representative can assist the company and employees with training in accordance with the provisions of the collective agreements, including being a sounding board for the company and employees. In addition, the training representative can assist the company in creating an overview of where apprentices and trainees can be trained to meet the company's competence requirements.

### **Section 29 - Union representative rules**

This provision may be replaced by a local agreement concluded between the company and the union representative. A copy of the agreement is sent to the unions for their information.

# Subsection 1: Requirements for the number of employees when electing a union representative

In any company where at least 4 employees are employed, the employees elect a journeyman from among their number to be the union representative of the company or its representative.

The election of a union representative takes place during working hours. This is agreed locally.

# **Subsection 2: Election of the union representative in departments and branches**

At company departments and branches that are geographically separate from the main company, a union representative is elected from among those employed in accordance with subsection (1).

No obstacles may be placed to prevent the organisation of the company and its employees.

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

## Subsection 3: Who can be elected as a union representative

The union representative must be elected from among the employees who are members of the Blik- og Rørarbejderforbundet/Dansk Metal and have been employed for at least 9 months in the relevant company. Apprentices are not eligible to stand for election but have the right to vote. Temporary agency workers from temporary work agencies do not have the right to vote.

Where such employees do not exist in a number of at least 4, this number is supplemented with the longest-serving employees.

In companies with 3 or fewer employees, no union representative is elected unless both parties wish to do so. If the local parties agree, the seniority provision may be waived.

### **Subsection 4: Union representative protection**

The union representative protection comes into effect when the election is notified to the company.

### **Subsection 5: Objection to the election of a union representative**

If the company considers an election of a union representative to be in violation of the collective agreement, the company has the right to object against the election to the union's local department within 10 working days after the notice of election has been received by the company.

### **Subsection 6: Union representative course**

The unions agree that when a union representative has been elected in a company and has not previously attended a union representative course, the company is encouraged to give the person concerned time off for such training as soon as possible.

#### **Subsection 7: Summoning a union representative to negotiations**

If no agreement can be reached between the employees concerned and the company in negotiations on the general provisions and prices of the collective agreement, the union representative must be summoned to the negotiations.

# **Subsection 8: The union representative's activities during working hours**

When the union representative must leave work to perform union representative duties during working hours, this must be done with due consideration, and the company must be notified.

When the company calls upon the union representative in matters concerning the company and the employees, this must not result in a loss of income for the union representative. Any overtime hours are paid at an overtime supplement.

## **Subsection 9: Loss of union representative status**

A union representative elected during a period with a large number of employees ceases to be a union representative if the number of employees in a period of three months has been three or less unless the parties agree in writing to maintain the position.

# Subsection 10: Dismissal of union representative through an industrial disputes procedure

If the union deems that a dismissal of a union representative is unjustified, the employment relationship cannot be terminated until the union has had the opportunity to test the justification in an industrial disputes procedure. This must be started within 1 week and completed as soon as possible.

# Subsection 11: Dismissal of union representative in the event of the closing down of the company

If the dismissal is due to the closing down of the company, the union representative is entitled to a special notice period of 6 weeks in addition to the notice period agreed in Section 10.

# Subsection 12: Company maintains dismissal of union representative

If a company maintains its dismissal of the union representative after the dismissal has been ruled unjustified by the industrial disputes procedure, the party in question must pay compensation in addition to wages for the notice period. The amount of compensation depends on the circumstances but cannot exceed 52 weeks of wages. The compensation is calculated based on the union representative's average earnings over the last three months. See also the provisions of the basic agreement.

# Subsection 13: Extended notice period for terminated representative employed on terms similar to those applicable under the Salaried Employees Act

A salaried employee or employee employed on terms similar to those applicable under the Salaried Employees Act who ceases to be a union representative after having acted as such for at least one year and who is still employed at the company is entitled to 6 weeks' notice of termination in addition to the employee's individual notice if the employee is dismissed within 1 year of ceasing to be a union representative.

The parties to the collective agreement agree that the extended notice period deviates from Section 2 of the Salaried Employees Act laying down that termination is for resignation at the end of a month and that this is in favour of the employee.

# Subsection 14: Union representative concludes training agreement

A union representative who enters into a training agreement with the company under the Vocational Training Act (adult apprentice or adult trainee) may continue to be a union representative.

However, it is a condition that the union representative works with his or her electoral base during internships.

## **Section 30 - Local agreements**

## **Subsection 1: Written agreements**

All local agreements must be in writing.

# Subsection 2: Local agreements without the involvement of the unions

Local agreements, which must be in writing, can be agreed without the involvement of the unions.

## **Subsection 3: Conclusion of local agreements**

Where a union representative has been elected, local agreements are concluded between the union representative and the company. If no union representative has been elected, local agreements that do not deviate from the collective agreement may also be concluded with the support of more than half of the employees who are subject to the local agreement at the time of the agreement.

## **Subsection 4: Presentation of local agreements**

The unions may receive the agreements on request.

# **Subsection 5: Termination of local agreements and customary practice**

Local agreements, customary practice or regulations may be terminated by both parties with 2 months' notice to expire on the 1st day of any month unless a longer notice period has been agreed.

### **Subsection 6: Obligation of the terminating party**

In the event of termination, it is the duty of the terminating party to arrange for local negotiations to be held and, if no agreement is reached, to have the matter dealt with at a mediation meeting or union meeting. Requests for an industrial disputes' procedure must be submitted to the opposing union in accordance with the rules of the collective agreement for industrial disputes procedures.

# **Subsection 7: Cancellation of local agreements and customary practice**

The parties are not released from the terminated local agreement, customary practice or regulation until these general rules have been observed, even if the expiry date has passed.

#### **Subsection 8: Information regarding local agreements**

When entering into local agreements that significantly change pay and working conditions, the company informs the affected employees to the extent necessary.

## Section 31 - Rules for handling industrial disputes

### **Subsection 1: Settlement of disagreements**

The unions agree that any disagreement of a professional nature will be resolved in accordance with the rules below.

### **Subsection 2: Local negotiations**

If a disagreement arises between the company and employees, the disagreement must be negotiated locally.

Unless otherwise agreed in writing between the parties, the local negotiation must be held no later than 10 working days after the request for negotiation has been made. The company summons the employee or union representative to the local negotiation. Minutes of the negotiation must be made of the disagreement and signed by both parties.

To the extent possible, the disagreement must be negotiated locally before the case can be referred to mediation, see Subsection 2.

### **Subsection 3: Mediation meetings**

If no agreement is reached in local negotiations, mediation may be requested through the respective unions.

The party requesting a mediation meeting is obliged to attach minutes of the local negotiations with appendices to the mediation request.

It must be stated which demands and offers have been made in the local negotiations. The unions agree that this rule can only be waived in exceptional circumstances. A mediation meeting must be held without undue delay in Copenhagen within 10 working days and in the provinces within 15 working days after the request for mediation has been received by the opposing union.

This time limit may be waived by agreement.

At the mediation meeting, negotiations are resumed with the assistance of the unions' mediator, who will seek to resolve the disagreement by direct negotiation.

The mediators draw up minutes of the outcome of the negotiation and sign them with binding effect.

### **Subsection 4: Union meeting**

If the disagreement is not resolved through mediation, each of the unions is entitled to demand that the matter be referred to a union meeting.

Unless otherwise agreed at the mediation meeting, the request for the case to be heard must be notified to the opposing union no later than 10 working days after the mediation meeting.

Once the request is received, the case must be processed no later than 30 working days after the other party has received the notification.

To the extent that the meeting agrees on a resolution of the disagreement, this resolution is binding on the parties.

#### **Subsection 5: Permanent Committee**

For the preparation of any new piecework rates to be applicable in the area, the unions set up a permanent committee consisting of six members, half of which are elected by company representatives and half by employee representatives.

The outcome of the committee's work is approved by the unions.

A working committee consisting of one representative from each union is set up to resolve ongoing issues. For this working committee, the same deadlines apply as mentioned in Subsection 4.

# Subsection 6: Industrial Arbitration a - Request for industrial arbitration

If no agreement on a solution is reached in the aforementioned industrial disputes procedure and the case concerns the interpretation of a collective agreement or agreement existing between the parties, it may be referred to industrial arbitration.

The union wishing to submit a matter to arbitration must notify the opposing union within 40 working days.

## **b** - Refusal against arbitration

If one of the parties refuses to submit the matter to arbitration on the grounds that the dispute in question does not concern the interpretation of the existing collective agreement between the parties, each of the parties may appeal the issue on refusal to the Labour Court through its main union or the Confederation of Danish Employers and the Confederation of Danish Trade Union Confederation, respectively.

## c - Composition of the arbitration tribunal

The arbitration tribunal consists of 5 members: 1 arbitrator and 2 representatives for each of the parties.

## d - Appointment of an umpire

The umpire is appointed jointly by the parties, taking into account whether the umpire should be a lawyer or an architect. If there is no agreement on the choice of an umpire, the parties must request the chair-person of the Labour Court to appoint an umpire.

### e - Exchange of letters of complaints and points of defence

Before the arbitration, letters of complaints and points of defence are exchanged. The umpire acts as the presiding judge.

The case is decided by a simple majority of votes from the arbitrators. If a majority of votes cannot be reached, the matter mut be decided by the umpire.

The arbitral tribunal notifies both parties of its award or the umpire's award. The award must be issued within 14 days of the case being filed with the court.

### f - The award must be complied with

The undersigned unions and its individual members must comply with the arbitral tribunal's award.

#### g - Coverage of expenses

In order to cover the expenses incurred by the arbitral tribunal's activities, the umpire decides which of the parties must pay the costs of the proceedings.

#### **Subsection 7: Selection of mediators and arbitrators**

Unions are free to choose who they want to select as a mediator and arbitrators.

#### **Subsection 8: Prohibition of stoppage of work**

Until the rules for handling industrial disputes have been complied with, no stoppage of work may be initiated by either side unless a suspension of payments occurs or considerations of life, welfare or honour provide compelling reasons for stopping work.

#### **Subsection 9: Stoppage of work ordered by the main unions**

These rules do not restrict the right of the two unions or their members to participate in a stoppage of work ordered by the Confederation of

Danish Employers or the Danish Trade Union Confederation without prior mediation or arbitration.

## Subsection 10: Liability as a collective bargaining party

If a union has claimed liability as a collective bargaining party at a joint meeting against the opposing union, the matter must be dealt with at a union meeting.

The case must then be heard before the case is tried by the Labour Court. If the complainant does not request a union meeting held, the claim for liability as a collective bargaining party lapses and cannot be raised later on the basis of the matter in question.

The parties may agree on an ad hoc basis that cases claiming liability as a collective bargaining party may be dealt with in another forum. It is crucial that both parties are represented at a level that can bind the two unions.

## **Subsection 11: Disagreements within the apprenticeship area**

The parties to the collective agreement agree that disagreements between an apprentice and the company on training conditions or provisions for apprentices in general, which are brought by the apprentice or the company or submitted by the trade committee for HWS training, should be sought to be resolved by the unions before the case is brought before the Disputes Board (Tvistighedsnævnet) - see the Vocational Training Act and the Executive Order on the Disputes Board.

The matter is dealt with between the unions under the auspices of the trade committee for the HWS training at a meeting between the parties to the training relationship and representatives of the unions.

### Section 32 - Duration of the collective agreement

This agreement, which enters into force on 1 March 2023, is binding on the signatory unions until it is terminated by one of the parties in accordance with the rules in force from time to time to expire on 1 March, but no earlier than 1 March 2025.

TEKNIQ ARBEJDSGIVERNE

Henrik Fugmann

Blik- og Rørarbejderforbundet and Rør- og Blikkenslagernes Fagforening af 1873

Henrik W. Petersen

This agreement, which enters into force on 1 March 2023, is binding on the signatory unions until it is terminated by one of the parties in accordance with the rules in force from time to time to expire on 1 March, but no earlier than 1 March 2025.

TEKNIQ ARBEJDSGIVERNE

Henrik Fugmann

Dansk Metal Keld Bækkelund Hansen

### **Annex 1 - Disparity in wage determination**

The parties agree that it is a condition that there can and must be deviations from the collective agreement's minimum wage rate as it is a "movable" wage system.

When determining wages according to Section 3 of the HWS collective agreement, it is therefore natural to take into account the employees' professional skills, the nature of the work and the extent of piecework for the employee in question. Furthermore, the demands of the work on the person performing the work must be taken into account, including any special nuisances associated with the performance of the work.

The unions have the right of action in cases where disparity is deemed to exist as a whole.

The parties agree that a condition for disparity to exist as a whole is that, among other things, the individual company's wage level is significantly lower than the wage level of comparable companies in the industry.

The parties agree that the fact that there is a significant deviation from the general average wages within the industry is not in itself sufficient to constitute disparity. It is a condition that they are comparable companies within the same industry and geography.

### **Disagreements**

Disagreements about whether disparity exists can be handled according to the industrial law rules in the Commission for committees on Social Dumping in Annex 8. An industrial case can be initiated based on the conditions at an ongoing workplace.

In an urgent mediation meeting, the parties seek to reach an agreement on whether there is disparity and, if so, the level of disparity. If the parties reach an agreement, the case can be closed.

If it is not possible to reach an agreement on disparity during the industrial disputes procedure, the case can be taken to industrial arbitration, which will decide whether there is a case of disparity. The industrial arbitration must be held within one month if possible.

If disparity has been established, the parties may seek to reach an agreement on how to end the disparity through local negotiations and, if necessary, subsequent industrial negotiations according to the same principles as for local agreements.

### **Annex 2 - Labour market pension**

#### **Purpose**

The purpose of the pension scheme is to protect the member and any surviving dependants in the event of the member's death, disability or retirement.

The parties agree that the pension scheme is part of the HWS collective labour agreement.

#### Pension

Employees employed under the HWS agreement are subject to the labour market pension scheme established in PensionDanmark in accordance with the protocol of 17 January 1992.

The joint pension scheme was established with effect from 1 January 1993 for employees in the building and construction industry.

#### Age and seniority requirements

The company must pay pension contributions for employees who have reached the age of 20 and who have worked for at least 6 months under a collective agreement between the above-mentioned employers' associations and trade unions. However, for skilled workers over 20 years of age, the apprenticeship is included in the seniority-generating employment.

If the employee has been admitted to this pension scheme or a similar labour market pension scheme agreed in a collective agreement in a previous employment relationship, the employee is entitled to pension contributions from the first day of employment.

# **Registration and documentation**

The company must register when the employee has been employed by the company for more than 6 months. With effect from the first pay period thereafter, the pension contribution stipulated in the collective agreement will be paid for the person concerned.

If necessary, the employee must document employment within the industry or previous employment in a position covered by this or other pension schemes. The documentation can be in the form of payslips or statements from the previous company and must relate to employment within the last 5 years.

If the employee can provide such documentation, the company must pay the pension contribution set out in the collective agreement for the employee in question with effect from the date of employment or when the 6 months of industry seniority has been earned at the latest.

#### **Pension contributions**

The pension contribution is set as a percentage of the PAYE-taxable income. The amount of the contribution is set out in Section 4(1) of the collective agreement.

The company must withhold the employee's own contribution and pay the total pension contribution to PensionDanmark once a month, no later than on the 10th of the following month.

Each person has the option to increase his or her own pension contribution.

#### Annex 3 - Distribution of work

The agreement on distribution of work cannot be concluded for work that is specifically paid as piecework.

### **Temporary reduction of working hours (work sharing)**

**1.**Temporary reduction of weekly working hours can be implemented under the following conditions when there is local agreement and the submitted application has been approved by the unions. The submitted application must include the personal registration (CPR) number and name of the employees covered by the application.

The company is obliged to notify the job centre in accordance with applicable rules (no later than one week before the scheme comes into effect).

### Notice and scope

**2.** The division of labour must cover either a company as a whole, a company department or a specific production unit within the company.

Division of labour may be established in the following ways in accordance with the executive order on supplementary unemployment benefits:

- 1 week of unemployment and 1 week of work
- 2 or 3 days of unemployment per week
- 1 week of unemployment and 2 weeks of work

Work sharing cannot be established where the daily working hours are reduced or where the unemployment period is less than 2 days per week.

An employee may participate in work sharing for a maximum of 13 weeks within 12 consecutive months. Further division of labour requires approval from the Regional Employment Council.

#### Hiring and release

**3.**Increased labour should not be engaged while distribution of work is established. However, this does not include employees - or their replacement - who have resigned during the distribution. During the distribution, the employee's obligation to give notice of termination upon resignation is cancelled. Lay-offs may not take place either.

### **Changes and termination**

**4.**The work sharing scheme must normally be changed or terminated with no less than the same notice as the one that must be observed at the time of introduction (one week).

Termination of schemes must be notified in writing to the unions prior to termination.

Changes to schemes must be approved by the unions according to the same rules that apply to the introduction of schemes.

Termination and changes to existing schemes can be done on a departmental basis, regardless of whether the scheme is established for the entire company.

### **Urgent order**

**5.** However, where unexpected urgent orders make it necessary to switch to full working hours, this can be done with one day's notice, and information must be sent to the unions immediately.

#### **Overtime**

**6.**The working hours applicable under a scheme determine the normal working hours for each employee. If an employee is assigned to work beyond what is scheduled for him/her according to the scheme, this is considered overtime and is paid as such.

#### **Delimitation**

**7.** Subject to reasonable operational justification, reduced weekly working hours (division of work) may be introduced for one or more departments of a company without necessarily affecting working hours etc. in other departments of the same company.

## **Training**

**8.** Training should be discussed before applying for distribution of work.

#### Special provisions

If the distribution of work includes union representatives and/or safety representatives, their protection under the collective agreement during release periods remains in force.

### **Annex 4 - Protocol for the working environment committee**

The union agree that the working environment is an important element of daily work. To ensure the health and safety of employees, it is essential to comply with the current regulations in the area of the working environment. Likewise, care and attention to both the physical and mental working conditions that may contribute to improving the future level in either the company or the industry are of great importance.

The unions therefore agree to encourage both employees and company management to initiate constructive co-operation for the purpose of ensuring a high standard of health and safety.

The unions also agree that the company's management continues to be responsible for ensuring that the individual employee is given the opportunity to perform the work in accordance with the applicable rules. The company must provide the necessary safety measures and instruct employees in the performance of the work in an appropriate manner.

The unions also agree that employees have a duty to contribute to ensuring that working conditions are safe and healthy within their field. If, despite the company's instructions and the presence of the necessary safety equipment, an employee still disregards clear and well-known health and safety rules, this must be considered a serious breach of the employment relationship, which may lead to employment law consequences.

To promote good development in the area, the unions establish a working environment committee with equal representation.

The primary task of the working environment committee is to help reduce the number of occupational injuries, work-related illnesses and sick days.

If one of the unions, through a district/department/company, receives a report of a working environment issue that has not been resolved locally, the unions' working environment committee may be convened to resolve the issue. The committee's solution model must be followed by the parties. If this does not happen, the matter may be pursued through an industrial disputes procedure or other means. If the Working Environment Authority is also contacted while a case is being considered by the

Working Environment Committee, the committee may choose to close the case.

The Working Environment Committee also has an important role in providing information about a good working environment. For example, by providing information in trade journals, pamphlets or by organising information meetings. By instructing the company's management and representatives of the employees' training in working environment issues that go beyond the statutory occupational working environment training. By focusing on new technology, product development and a different organisation of work that improves the working environment. By having close co-operation with the educational institutions that offer retraining in the HWS field and the educational institutions that offer apprentice-ships in the trade.

The Working Environment Committee must also work to ensure that regulation of the working environment within the industry is adapted so that it is practically manageable for companies and employees.

The costs of implementing the various activities are, as far as possible, fully or partially financed with external funds via the public contributions to the unions' occupational health and safety efforts, including BrancheArbejdsmiljøRådet for Bygge og Anlæg (working environment council for building and construction). If this is not possible, the unions will jointly cover the costs.

The unions pay for the costs of committee members' participation in committee meetings.

### **Annex 5 - Night work and health surveillance**

In connection with the implementation of the EU directive on working hours, the following agreement on night work has been concluded between the parties listed below:

Companies must ensure that night workers are offered free health surveillance before they are employed with night work and at regular intervals thereafter.

Companies must also ensure that night workers who suffer from health problems that are demonstrably caused by night work are transferred, whenever possible, to day work that suits them.

Night work is defined as an employee who normally performs at least 3 hours of his/her daily working hours during the night period or is expected to perform an agreed proportion of his/her annual working hours during the night period.

The agreement does not change the rules of the collective agreement on night work, including payment thereof.

### Annex 6 - Circumvention of the collective agreement

The parties agree that it can be considered circumvention of the collective agreement if independent business enterprises perform a certain specified work in an employee-like employment relationship (so-called "arms and legs companies") and this is contrary to labour law and industrial law practice.

However, it is not considered a circumvention of the collective agreement when two or more companies in a real business relationship enter into an agreement for specifically specified work, or where a subcontractor or a specialised company hires employees to perform the work.

Disagreements about whether there is a circumvention of the collective agreement can be dealt with according to the rules of industrial disputes procedures.

When assessing whether there is a circumvention of the provisions of the collective agreement, indicative elements may include whether the self-employed person exercises managerial authority in the performance of the work, whether the self-employed person is responsible for the quality of the work and whether the self-employed person is financially liable and bears the financial risk of the work, and whether the self-employed person is part of the statutory health and safety organisation at the work-place/site.

### Annex 7 - Committee work on the hiring-out of labour and on identifying the development of other forms of work

The parties agree that the Danish Model is based on the employee's employment conditions being covered by the parties' collective agreements.

In connection with the general development in new ways of performing work - e.g. hiring-out of labour, freelance, arms-and-legs companies and platform economies - the parties have agreed to set up a committee.

The purpose of the committee's work is to identify the development in such working methods with a view to preserving the collective agreement system as the basic prerequisite for the parties' co-operation.

In the 2023 collective agreement renewal, the parties agree to continue the above-mentioned committee work, which was set up in the previous collective agreement period, on the hiring-out of labour and the identification of other forms of work.

The parties further agree that "other forms of work" means anything but employees employed full-time on a permanent contract - including, for example, temporary agency workers, self-employed persons without employees, casual workers, part-time employees and fixed-term employees.

### **Annex 8 - Commission on social dumping**

During the 2010 collective bargaining negotiations, protocols were drawn up on social dumping, circumvention of the collective agreement and subcontracting. The purpose of these protocols is to avoid circumvention of the collective agreement, and a joint committee is therefore set up to monitor developments and ensure that action is taken against companies and employees who might enter into agreements that circumvent the collective agreement.

The committee meets at least twice a year or when one of the parties recognises potential circumvention of the collective agreement. The half-yearly meetings are agreed as part of the normal meeting calendar between TEKNIQ Arbejdsgiverne and Blik- og Rørarbejderforbundet/Dansk Metal while ad hoc meetings to clarify specific cases are agreed as soon as possible.

It is agreed that the committee is to be convened extraordinarily in the following situations:

- When one of the parties finds that ununionised companies/employees perform work subject to the collective agreement and the company/employee in question will not provide information about the terms of employment.
- If either party reasonably suspects that circumvention of the provisions of the HWS collective agreement, including the above-mentioned appendices, is taking place.
- If a TEKNIQ Arbejdsgiverne company is part of social dumping.

If a meeting between the unions (by phone or email) renders it likely that a TEKNIQ Arbejdsgiverne company is involved in social dumping, an urgent procedure will be initiated in the industrial law system, and a mediation meeting must be held at the company's address within 48 hours, unless otherwise agreed.

If it is established at the meeting that social dumping is taking place and no agreement is reached on how to put an end to this, it is agreed that the matter can be immediately and urgently processed by industrial arbitration which, as far as possible, must be held within two weeks of the mediation meeting.

In cases of social dumping committed by ununionised companies, TEKNIQ Arbejdsgiverne will contact the company in question in order to set up a meeting with the attendance of TEKNIQ Arbejdsgiverne and Blik- og Rørarbejderforbundet/Dansk Metal and to provide guidance and, if possible, to admit the company as a member and thereby cover the work under the collective agreement.

If the company does not respond to TEKNIQ Arbejdsgiverne's enquiry or does not comply with the guidelines that are issued, TEKNIQ Arbejdsgiverne will fully support any action taken by the union in this regard.

### **Annex 9 - Foreign labour**

In order to counteract social dumping, the parties to the collective labour agreement have concluded.

the following agreement on the handling of disagreements concerning foreign employees' pay and working conditions when performing work in Denmark:

- 1. Before using foreign subcontractors for the performance of work at the company's workplaces/sites in Denmark, the parties to the collective agreement encourage the company to inform the union representative and provide all relevant background information about the subcontractors, such as the work they are to perform and its expected duration.
- 2. The local parties may request that a local meeting be organised as soon as possible during which all relevant background information will be presented to the extent possible and - if not directly available - obtained if there are doubts about pay and employment conditions for foreign employees.
- 3. Regardless of whether local discussions have been held in accordance with subsection 1 and/or subsection 2, TEKNIQ Arbejdsgiverne or the unions may contact the opposing union if they become aware of circumstances that are likely to cause problems or disagreements.
- 4. Such enquiries must result in a meeting between the parties to the collective agreement in accordance with the commission rules in Appendix 10 if the local parties do not resolve the disagreement beforehand. Representatives of the parties involved may attend.
- 5. All relevant background information is provided or obtained as soon as possible.
- 6. TEKNIQ Arbejdsgiverne's member companies that employ foreign labour must integrate it into the company's wage level just as other collective agreement terms must be complied with.
- 7. Where a foreign company is involved in a contract for a TEKNIQ Arbejdsgiverne's member company and where the company in question is not covered by a collective agreement, the parties must also endeavour to find a negotiated settlement to avoid collective industrial action. In such situations, the parties agree that the company may be admitted to TEKNIQ Arbejdsgiverne even if a conflict has been announced or notice has been given. If the conflict has been established, section 2(6) of the basic agreement applies. The unions undertake to give at least 14 calendar days' notice of dispute. A copy must be sent to TEKNIQ Arbejdsgiverne.

8. If the foreign company is admitted as a member of TEKNIQ Arbejdsgiverne during the negotiations or subsequently, the wage level must be assessed and adjusted to the extent possible, possibly with the involvement of the unions.

### **Annex 10 - Subcontracting**

Companies should include provisions in the construction contracts that the subcontractor must be covered by the FH union collective agreements relevant to each contract in relation to employees performing the work and that not fulfilling this requirement is considered material breach of the works contract.

It is agreed that the above-mentioned contractual provision means that work stoppages for the purpose of reaching a collective agreement can be avoided as the subcontractor is thus covered by the collective agreement.

If the union identifies circumstances that give reason to suspect that the provisions of the collective agreement are not being complied with, the union must contact TEKNIQ Arbejdsgiverne immediately to initiate industrial disputes procedures.

In connection with the industrial disputes' procedure, it rests with the subcontractor to prove compliance with the provisions of the collective agreement.

# Annex 11 - Protocol outside the collective agreement on the supply and use of protective footwear

TEKNIQ Arbejdsgiverne, Blik- og Rørarbejderforbundet and Dansk Metalarbejderforbund hereby enter into the following agreement on safety footwear for members of the unions who are employed in TEKNIQ Arbejdsgiverne's member companies.

The following agreement on the use and supply of safety footwear has been concluded between the above unions to come into effect with the renewal of the collective agreement.

Upon employment with the company, the employee is provided with and paid for appropriate safety footwear.

Safety footwear is then renewed as needed and as mutually agreed.

The prerequisite is a risk of leg and foot injuries, see the rules laid down by the Danish Working Environment Authority.

Employees must take care of the safety footwear provided and keep it clean.

Employees are obliged to wear the safety footwear provided.

#### **Annex 12 - Senior agreement**

### a. Scheme concerning senior days off

From 5 years before the state pension age, employees can be included in a senior scheme applicable to the employee at any given time.

The purpose of the senior scheme is to give each senior employee the opportunity to take time off with self-payment to a greater extent than the one that usually follows from an employment relationship. The request for time off with self-payment can be accommodated by giving the employee the right to use the payment to the weekday holiday savings/savings account to finance days off - the so-called senior days off.

When a senior day off is taken, an amount corresponding to the sick pay is paid from the weekday holiday savings/savings account.

If the employee wishes to take more senior days off than the balance in the weekday holiday savings/savings account allows, this can be done by depositing the current pension contribution into the employee's weekday holiday savings/savings account rather than into the employee's pension scheme. The amount deposited in the weekday holiday savings/savings account is reduced by an amount that covers the costs of administering the pension scheme, including the insurance schemes that continue to apply during employment, even though pension contributions have ceased.

Unless otherwise agreed, the employee must notify the company in writing no later than on 1 November whether the employee wishes to participate in a senior scheme with senior days off in the coming calendar year and, if so, how much of the pension contribution the employee wishes to convert to wages. Furthermore, the employee must state how many senior days off the employee wishes to take in the coming calendar year. This decision is binding for the employee. However, the employee may notify the company by 1 November each year whether changes are requested for the coming calendar year.

Possibility to save up for payment of senior days off
The employee and the company may agree that the employee can save
the value of unused special days of holiday from 5 years before the senior

scheme can be implemented. The value of the unused special days of holiday can then be paid out in connection with taking senior days off.

Administration of senior days off

The maximum number of senior days off that can be taken is equal to the amount saved.

In the first year of the senior scheme, the conversion takes place as of the pay period in which the employee is 5 years from the applicable state pension age.

Unless otherwise agreed, the placement of senior days off is subject to the same rules that apply to the placement of special days of holiday.

# **b. Option for working time reduction instead of senior days off** As an alternative to senior days off, the employee and the company may agree on a reduction in working hours in the form of, e.g., longer periods of time off, a fixed reduction in weekly working hours etc.

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

The conversion does not change the existing collective agreement calculation basis and is therefore cost-neutral to the company.

The above is merely an editorial change that is not intended to change case law.

# Annex 13 - Access to IT facilities for working environment representatives and union representatives

The parties agree that the union representative and working environment representatives must have the necessary access to facilities.

# Annex 14 - Working environment representatives' participation in relevant health and safety courses

Based on an agreement with the company, the parties agree that the working environment representative may be given the necessary time off to participate in the unions' relevant health and safety courses.

The right to participate in the unions' health and safety courses does not affect rights or obligations in relation to the occupational working environment training stipulated in legislation.

The parties agree that participation in the unions' voluntary health and safety courses does not trigger payment under section 10(1) of the Danish Working Environment Act.

### Annex 15 - Union agreement on data protection

TEKNIQ Arbejdsgiverne and Blik- og Rørarbejderforbundet/Dansk Metal agree that the provisions of the collective agreement and the related case administration must be interpreted and processed in accordance with the General Data Protection Regulation (EU 2016/679).

The parties agree that it must be ensured that current practices between the parties for the collection, storage, processing and disclosure of personal data under the employment and labour law obligations may continue.

### Annex 16 - Protocol of understanding on systematic overtime

The parties agree that the idea behind the model described was to create the possibility for companies with varying production needs - where the local parties have tried in vain to reach a local agreement on varying weekly working hours - to give notice of systematic overtime in such a way that the systematic overtime must be compensated for through time taken off for overtime worked within a maximum period of 12 months

The parties agree to clarify that the model cannot be used for a permanent expansion of the companies' production capacity in the form of, for example, a fixed 42-hour working week with continuous time taken off for overtime worked unless the local parties agree to this.

The parties also agree to clarify that there is no rolling 12-month settlement period according to the same principle as for time off for overtime worked when there is a rolling 4-month period. However, there is a maximum period of 12 months from the establishment of the systematic overtime within which time must have been taken off for the systematic overtime worked. If time is taken off for systematic overtime worked before the end of the 12-month period, the overtime is considered compensated, and a new 12-month period will run subject to a new notification of systematic overtime.

#### **Annex 17 - Green Transition**

The green transition will pose major challenges for Danish society. The installation industry has a central role in this development.

Fossil fuels must be replaced by green energy. Energy consumption must be minimised and made more flexible. This requires modern installation. Modern technology enables a greener and more efficient energy system to be realised in a way that meets both economy and comfort.

The installation industry must be ready to manage these tasks. This requires the necessary competences to be in place.

The industry's employer and employee unions will continue and strengthen their work to ensure that apprenticeships and retraining meet the demands of tomorrow. The unions will also use information activities to help ensure that companies and employees are aware of future tasks and competence requirements. The unions will encourage for these issues to be discussed in companies and at local activities.

### **Annex 18 - Implementation of the Equal Pay Act**

The parties to the collective agreement have agreed to implement the Equal Pay Act in the collective agreements.

On this basis, the parties have agreed on the following protocol text:

- **"1.** No discrimination on grounds of gender as regards pay may take place contrary to the rules of this agreement. This applies to both direct and indirect discrimination.
- (2) All employers must pay men and women equally in terms of all pay components and pay conditions for the same work or work given the same value. Especially when a professional classification system is used to determine pay, this system must be based on the same criteria for male and female employees and be structured so that discrimination on grounds of gender is ruled out.
- (3). The assessment of the value of the work must be based on an overall assessment of relevant qualifications and other relevant factors.
- **1 a.** Direct discrimination occurs when a person on grounds of gender is treated differently than another person is, has or would be treated in a corresponding situation. Any kind of lesser treatment of a woman in connection with pregnancy and during women's 14 weeks of leave after birth is considered direct discrimination.
- (2) Indirect discrimination occurs when an apparently neutral provision, criteria or practice places people of one gender at a disadvantage compared to members of the other gender, unless that provision, condition or practice is justified by objective factors and the means to achieve it are expedient and necessary.
- (3). Wages are the general basic or minimum wages and all other payments which the employee receives directly or indirectly from the employer because of the employment relationship, be it payment in cash or in kind.
- **2.** An employee whose pay is lower than that of others in contravention of section 1 of this Act is entitled to the difference.

- (2) An employee whose rights have been violated as a result of gender-based wage differentiation may be awarded compensation. When determining the size of the compensation, the length of employment and the individual circumstances of the case will be taken into consideration.
- **2 a.** An employee has the right to pass on information relating to his or her own wage conditions. This information may be disclosed to anyone.
- **3.** An employer may not dismiss or treat an employee, including an employee representative, in an unfavourable manner as the reaction to a complaint or because the employee or the employee representative has put forward a claim for equal pay or because he or she has disclosed information regarding pay. An employer may not dismiss an employee or an employee representative because he or she has put forward a claim under section 4(1).
- (2) It is incumbent upon the employer to prove that a dismissal was not made in violation of the rules laid down in (1). If the dismissal happens more than one year after the employee has made a demand for equal pay, (1) only applies if the employee can demonstrate actual circumstances that give reason to assume that the dismissal occurred in violation of (1).
- (3). A dismissed employee may claim compensation or re-engagement. Any re-engagement will be in accordance with the principles of the Basic Agreement. The size of the compensation is determined in consideration of the length of the employment relationship as well as the matters of the case in general.
- **4.** Each year, an employer with a minimum of 35 employees must prepare gender-segregated wage statistics for groups of a minimum of 10 persons of each gender, calculated on the basis of the 6-digit DISCO code for the purpose of consulting and informing the employees of wage gaps between men and women in the company. However, this does not apply to companies in the fields of farming, gardening, forestry and fisheries. If the gender-segregated wage statistics are submitted in confidentiality for the good of the company's legitimate interests, the information may not be disclosed.
- (2) The gender-segregated wage statistics under (1) are calculated for employee groups with a degree of detail corresponding to the 6-digit

DISCO code. The employer also has a duty to give an account of the design of the statistics and for the wage concept applied.

- (3). Companies that report to the annual wage statistics of Statistics Denmark may obtain, without charge, gender-segregated wage statistics under subsection (1) from Statistics Denmark.
- (4). The employer's obligation to prepare gender-segregated wage statistics under subsection (1) will lapse if the employer enters into an agreement with the employees in the company to prepare a report. The report must contain a description of the terms which are of significance to the payment of men and women in the enterprise as well as specific, action-oriented initiatives which may run for a course of 3 years, and the more specific follow-up on this in the period of the report. The report must comprise all the employees of the company and must be considered in accordance with the rules laid down in the co-operation agreement. The report must be prepared no later than within the end of the calendar year in which the duty to prepare gender-segregated wage statistics existed.
- **5.** An employee who finds that the employer does not comply with the duty to offer equal pay, including equal pay conditions according to this agreement, may initiate an industrial disputes procedure to establish the claim.
- (2) Where a person who finds that he or she has been discriminated against under section 1 establishes facts which give cause for presuming that direct or indirect discrimination has taken place, it is incumbent on the other party to prove that the principle of equal treatment has not been violated.
- **6.** Where the unions find grounds for initiating industrial disputes proceedings in accordance with the above rules, an inspection may be held at the company with the participation of the unions before the industrial disputes' procedure is initiated.
- (2) In industrial cases regarding equal pay, it is agreed at the mediation meeting, or prior to it, which information will be handed over to the union for the purpose of assessing the case."

The parties agree that the Equal Pay Act does not apply to employment relationships covered by the collective agreements between them and

that disputes concerning equal pay must be resolved in the industrial law system.

The parties also agree to incorporate in this agreement changes to the Equal Pay Act as a result of any changes to EU law obligations.

# Annex 19 - Proposal for the establishment of an equal pay board within the joint area of DA and LO

The parties to the collective agreement agree to recommend to DA and LO that the central unions establish an Equal Pay Board.

The parties to the collective agreement recommend that the Board be established within the following:

#### Overall framework

The Equal Pay Board is established based on the model known from the Dismissal Board (Afskedigelsesnævnet).

The Board must be able to decide on cases concerning the interpretation and understanding of as well as breaches of the Equal Pay Act or the implementation of the provisions of the Act in the implementation of the collective agreement.

Cases concerning implementation agreements must be brought before the Board unless they are subject to the rule in section 11(2) and section 22(1) of the Danish Labour Law Act.

Preliminarily, the board must be able to decide on disputes concerning the central provisions of the Act, i.e., section 1(1)-(3) and section 3.

Questions regarding section 5a(4) of the Act and similar contractual provisions must primarily be resolved in accordance with the rules of the Cooperation Agreement. Only legal disputes in the form of disagreements regarding breach or interpretation of the provision may be brought before the Board.

The parties agree to endeavour to establish a unified system of sanctions.

If a case contains elements that concern both breach and interpretation of the equal pay rules and other collective agreement elements at the same time, the Board may also consider these other collective agreement elements. If such other elements of the collective agreement require very specific knowledge of the collective agreement, they may be referred for independent processing in the labour law system as claimed.

Cases may only be brought before the Board when the usual negotiation options in the industrial law system have been exhausted. This means that local negotiations, a mediation meeting and union meeting have taken place. In addition, a preparatory meeting should be held under the auspices of the Board, similar to the meeting known from the Dismissal Board.

The parties to the collective agreement agree that the deadlines that apply to the case processing in the Dismissal Board are not appropriate in equal pay cases that are most often fact-heavy. It is therefore agreed that it is appropriate to have other deadlines that better balance the need for a quick decision and the need for proper statement of facts.

The parties agree to seek to establish such a board during the collective agreement period.

Such a board will be established in accordance with the above guidelines with the necessary adaptations.

### Annex 20 - Protocol on improved skills development

### Skills development support in connection with temporary labour shortages

The unions agree that it is important to strengthen the high professional level in the industry and continue the strong co-operation between the unions in EVU.

The content of this protocol is therefore anchored in the board of the Skills Development Fund for the HWS industry which may decide on the need for the implementation of any initiatives.

The parties agree that it is possible to establish division of labour in accordance with Annex 5 of the HWS collective agreement.

The unions therefore agree that employee training may be supported in such situations. The need for the establishment of support, the framework, the level of support etc. will have to be decided by the board of the Skills Development Fund for the HWS industry.

Furthermore, the Board of the Skills Development Fund for the HWS industry has the authority to make decisions on positive lists and generally on training for the benefit of the future of the HWS industry, including upskilling programmes from unskilled to skilled as well as upskilling programmes specifically aimed at employment in the green transition.

#### **Digital competences**

The Board of the Skills Development Fund for the HWS industry may decide to introduce the possibility of group applications to facilitate access to support for screening for FVU training and skills assessment prior to any vocational training. It is thus possible to create group applications for such programmes where support can be granted when a framework agreement has been created, but before individual training plans are created. The ambition is for this alternative application process to result in more employees completing, i.a., FVU-Digital.

The framework for the possibility of support for group applications and the application procedures may be determined by the Board of the Skills Development Fund for the HWS industry.

### Annex 21 - Pregnancy, maternity and paternity leave

For children born or received up to and including 30 June 2023, the following applies:

### **Subsection 1: Pregnancy and maternity leave**

**a. Maternity leave:** Female employees who have 9 months of seniority at the company at the expected date of birth are entitled to salary during maternity leave (maternity leave) for up to 14 weeks.

The hourly wage for pieceworkers is the hourly wage applicable in the company. If no such agreement has been made, the wages on account agreed in item 6 of the piecework agreement is paid.

For employees paid by the hour, pay during leave is the individual person's productive wage. However, the following are not included: Dirt supplement, supplement for changing workplaces and supplement for off-site work.

Pay during the leave includes the statutory maximum unemployment benefit rate.

The maximum hourly rate as of 1 March 2020 is DKK 148.00 per hour

The maximum rate is increased:

As of 1 March 2021, DKK 150.50 per hour

As of 1 March 2022, DKK 153.00 per hour

**b. pregnancy:** Under the same conditions as stated in subsection 1 a., female employees are entitled to absence due to maternity leave from 4 weeks before the expected date of birth (pregnancy leave) and until 14 weeks after the birth (maternity leave).

**c. adoption:** Under the same conditions, adoptive parents are entitled to receive pay during maternity leave for 14 weeks from reception of the child according to the provisions set out in subsection 1 a and subsection. 2.

### **Subsection 2: Paternity leave**

Under the same conditions as stated in subsection 1 a., wages are paid for up to 2 weeks during paternity leave.

### **Subsection 3: Parental leave**

Under the same conditions as stated in subsection 1 a. - and within 52 weeks thereafter - the company will pay wages during absence for up to 13 weeks. This payment can be made to either the father or the mother.

Of these 13 weeks, each parent is entitled to payment for 5 weeks. If the leave reserved for each parent is not taken, the payment is cancelled. The payment for the remaining 3 weeks is made to either one or the other parent. The leave must be notified 3 weeks prior to the start of the leave, and each parent's leave can be divided into a maximum of two periods, unless otherwise agreed.

For parental leave commencing on or after 1 July 2020, the following applies:

Under the same conditions as stated in subsection 1 a. and within 52 weeks thereafter, the company will pay wages during the parental leave for up to 16 weeks.

Of these 16 weeks, the mother is entitled to 5 weeks and the father is entitled to 8 weeks.

If the leave reserved for each parent is not taken, the payment is cancelled.

The remaining 3 weeks of leave is granted to either parent.

The leave must be notified 3 weeks prior to the start of the leave, and each parent's leave can be divided into a maximum of two periods, unless otherwise agreed.

Payment during parental leave is equivalent to sick pay, but max. DKK 181.50 per hour.

The maximum rate is increased:

As of 1 July 2021, max. DKK 184.00 per hour.

As of 1 July 2022, max. DKK 186.50 per hour.

Payment includes the maximum benefit rate set by law. It is a condition for the payment that the company is entitled to reimbursement corresponding to the maximum unemployment benefit rate. If the reimbursement is less, payment to the employee is reduced accordingly.

### **Subsection 4: Parental leave equalisation**

Via DA, TEKNIQ Arbejdsgiverne has established a scheme that, within certain provisions, equalises the companies' collective agreement expenses for parental leave so that the expenses do not fall on the individual company alone.

The scheme requires the maintenance of full reimbursement of benefits.

### Annex 22 - Proposal for agreement on flexitime

For the purpose of creating increased flexibility for the company and the employee, flexitime has been agreed in accordance with Section 6(3) of the collective agreement. The scheme is administered according to the following guidelines:
Normal daily working hours: The company's normal daily working hours are between Work ordered outside of this period will be compensated as overtime.
Fixed hours: Unless special arrangements have been made or the individual employee has a legal excuse, the employee must report to work during the time period
Time off during fixed hours requires a specific agreement.
Flexitime: Outside this period, the employee organises his/her working hours, taking into account the company's operations, so that the number of hours worked corresponds on average to the weekly number of hours agreed in the employment contract.
A flex account is set up to record saved hours. The account balance may not, without special agreement, be in surplus by more than hours or in deficit by more than hours.
[NOTE! It is important to consider how any excess and shortfall hours should be handled in the event of termination of the individual flexitime agreement or in the event of termination of employment].
[Date and signatures]

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