

HK 2021-2024

Agreement between GLS-A and HK Privat



2021 - 2024

HK Agreement

Between
GLS-A
and
HK Privat

1 March 2021

THE AGREEMENT HAS BEEN ENTERED INTO BETWEEN:

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1st edition

The Agreement in Danish is the legally applicable one that is to be used in resolving disagreements and disputes.

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CHAPTER 1 SCOPE OF THE AGREEMENT

§ 1. Area of the agreement

Subsection 1 Scope

The agreement covers HK's professional area of interest and training. The agreement covers administrative and technical officials employed in the office, shop and warehouse sector by companies that are members of GLS-A. Employees who perform work within the area of the collective agreement are covered by the collective agreement, regardless of educational background.

The agreement includes, for example, the following:

- Trade and office work.
- Accounting work, including bookkeeping and related advice.
- Sales work, (e.g. export sales, purchasing, etc.).
- IT work.
- Communication work, e.g. DTP production, www.production and IT production.
- Laboratory and environmental work.
- Office clerk work and general office porter and office support work.

The agreement also covers students and trainees.

The agreement does not cover work that usually requires a master's degree.

Subsection 2 Leading positions

However, salaried employees who hold senior positions or whose right of disposition extensively obliges the company, or whose duties, because they have a particularly confidential nature, make them the employer's union representatives, fall outside the scope of the agreement.

§ 2. Admission of new companies

Subsection 1 Companies with a special agreement, accession agreement or local agreement

Companies which, by their admission to GLS-A, are covered by a collective agreement, whether the agreement is a special agreement, an accession agreement or a local agreement, are covered without special termination of such an agreement by this agreement between HK Privat and GLS-A.

As soon as possible after the company's inclusion in GLS-A, adaptation negotiations are entered into with a view to formulating any local agreements in such a way that existing collective agreements are not disturbed as a whole.

Subsection 2 Companies without a collective agreement

Companies which, upon their accession to GLS-A, have no agreement or local agreement shall be covered by this Agreement from the date of accession.

Subsection 3 Adaptation negotiations

Adaptation negotiations will be conducted between HK Privat and GLS-A, as the local agreements that are the result of the adaptation negotiations after the expiry of the hitherto applicable agreement will be covered by Section 29.

CHAPTER 2 EMPLOYMENT

§ 3. Employment agreements

The employer is obliged to hand over written information about employment conditions to the employee, cf. the provisions of Act no. 240 of 17 March 2010 with subsequent amendments.

Deadlines for establishing an employment contract are:

1. New employment conditions:

For new employment conditions, the employer must hand out the employment certificate no later than 1 month after the beginning of the employment relationship.

2. Old employment conditions:

If the employment relationship was entered into before 1 July 1993 and continues thereafter, the employer must provide the employee with the relevant information within 2 months of the employee's requesting the information.

The parties agree that any disagreements regarding the duty to provide information and employment agreements are to be dealt with in accordance with the rules for industrial disputes.

If a certificate of employment has not been provided to the employee in accordance with the applicable deadlines, a fine or obligation to pay compensation may not be imposed on an employer who, within 15 days after the employee or his or her organisation has filed a claim for missing proof of employment, complies with the claim, unless there is a systematic breach of the provision on employment certificates.

CHAPTER 3 WORKING HOURS

§ 4. Working hours

Subsection 1 Weekly working hours

The normal effective working time must not exceed 37 hours per week.

If, at the employer's request, the employee is available during the lunch break, this is included in the effective working hours.

In weeks where public holidays occur, the weekly working hours are reduced by the number of hours that such days constitute in normal weeks.

Subsection 2 Organisation of working hours

Working hours are allocated on weekdays between 06:00 and 18:00. If, under exceptional circumstances, work is done on Saturdays, the work shall be completed no later than 14:00.

However, the organisations recommend that in such circumstances working hours be added to the first 5 days of the week.

The organisation of working hours is agreed locally and taking into account the interests of the company and the employees on the basis of existing collective agreements and otherwise, cf. the provisions in the agreement on cooperation and cooperation committees entered into between SALA and LO.

Disagreements regarding the organisation of working hours can be dealt with in accordance with the rules for industrial disputes.

Subsection 3 Local agreement that complements and/or deviates from the agreement

The company has the right to supplement and deviate from the provisions of the agreement regarding working hours in a local agreement.

The agreement is entered into with the union representative. At companies where no trade union representative has been elected, employees have the opportunity to involve the local HK Privat branch. The local agreement must be in writing and can be terminated with 2 months' notice. to expire at the end of a month.

Subsection 4 Varying weekly working hours

The working time may, subject to local agreement, be organised with varying weekly working hours within a maximum period of 26 weeks. If the working time during the period is arranged in such a way that it exceeds 45 hours for one or more weeks, hours in excess of 45 hours per week must be allocated overtime pay, cf. Section 11, even if the average weekly working time standard for the period has not been exceeded.

The agreement on varying weekly working hours is entered into with the union representative. In companies where no trade union representative has been elected, employees have the opportunity to involve the federation's local branch. If an agreement cannot be reached, a discussion may be held between the organisations.

In companies where the working hours are directly dependent on the working hours of other professional groups, a deviation from the 26-week period can be established by agreement in an equivalent scheme that applies to these other professional groups at the company.

The above scheme shall lapse with a further reduction of working hours.

Subsection 5 Flexitime

The provisions of this section do not preclude the agreement of flexible working arrangements.

Subsection 6 Special working time regulations for employees in agricultural advisory companies

Determination of working hours takes place locally with the possibility of varying weekly working hours, taking into account the employee's and the company's situation.

In connection with this, there is the opportunity to enter into local flexitime agreements. If the company uses flexible hours, the employee plans his or her own working hours, which,

apart from the fixed time, can be allocated to a convenient time and day of the week for the employee.

There is also the opportunity to enter into agreements regarding on-call duty locally, as the organisations recommend that half-time allowance be paid per on-call duty hour in the home and overtime pay starting with the lowest rates instead of on-call supplement for the effective working time.

If no agreement can be reached locally on the organisation of working hours, this is determined in accordance with Section 4 of the collective agreement.

§ 5. Part-time employment

Subsection 1 Same terms of employment

Part-time employees must, as a minimum, be granted the same terms of employment as full-time employees.

Subsection 2 Permanent part-time employment 15 hours per week or more

Part-time employees with a weekly working time of 15 hours or more are classified according to the same rules as full-time employees, and the wage is calculated according to the ratio between the person's weekly working hours and the normal weekly working hours applicable to the company or department.

When a full-time employee continues in the company as a part-time employee, the wage is calculated as stated above, but in relation to the person's previous wage.

Seniority is added annually in accordance with the provisions of the agreement.

When hiring part-time employees, the normal working time (hours and allocation) is agreed in each individual case. Changes to these normal working hours can only be made with notice under the Salaried Employees Act or the collective agreement. However, under exceptional circumstances it can be agreed that part-time employees shall work overtime.

Weekly holidays are paid in cases where these fall within the agreed employment times.

If the part-time employee works hours in addition to the agreed working hours, such extra hours are paid at the employee's normal hourly wage.

Subsection 3 Permanent part-time employment of less than 15 hours per week

For employees with a fixed regular working time of less than 15 hours per week, the provisions of Section 5(2) apply.

Since part-time employees with a working time of less than 8 hours per week are not covered by the provisions of the Salaried Employees Act, reference is made to current law on sickness benefit, leave and maternity benefit. With regard to termination, reference is made to Section 24, subsection 2.

CHAPTER 4 WAGES AND ALLOWANCES

§ 6. Minimum wages

Subsection 1 Minimum wage

The minimum wage is (DKK per month):

1 March 2021	1 March 2022	1 March 2023
21,427	21,828	22,229

The hourly wage is calculated by dividing the monthly wage by 160.33.

Subsection 2 Fixed wage agreements

The company and the individual salaried employee can agree in writing on a fixed salary incl. overtime pay. Such an agreement is voluntary and individual.

Fixed wage agreements must be entered into in writing, and there must be a reasonable relationship between the agreed wage and the time expected to be used for the work.

If the union representative or HK finds that an abuse is taking place, the matter can be dealt with professionally.

If a salaried employee wishes to transfer from a fixed salary agreement to remuneration in accordance with the general collective agreement principles, the salaried employee may terminate the fixed salary agreement with 1 month's notice to the end of a month. If the agreement is terminated, the salaried employee's compensation can be reduced to a maximum salary corresponding to the salary increase upon entry into the fixed salary agreement.

Subsection 3 Calculation of salary for incomplete months

When the salary for individual days is to be calculated upon joining or resigning during the month, the salary is calculated as 4.8% of the monthly salary for each day the person is working.

Payment is made for free Saturdays and public holidays that fall within the working period.

In the event of absence due to holiday or days off, 4.8% of the monthly salary is deducted for each holiday day/day off.

§ 7. Minimum wages for young people under 18 years of age

Young people who, due to the nature of the work, cf. the Vocational Education Act, do not have a training agreement established, as well as young people who work in companies that cannot be approved as training sites, are paid as follows:

Minimum wage (DKK per month):

1 March 2021	1 March 2022	1 March 2023
11,044	11,276	11,500

For part-time and temporarily employed young people under the age of 18, the wage is calculated proportionally.

The hourly wage is found by dividing the monthly wage by 160.33.

From the first day of the month in which the employee reaches the age of 18, he or she shall be paid in accordance with the rules in Section 6, subsection 1.

This provision applies to all ancillary functions in the office area and associated warehousing functions, etc.

§ 8. Personal allowances

Subsection 1 Personal allowances

It is a prerequisite that a higher salary be given than stipulated in the agreement, where the person in question, due to his or her skill within the company, provides particularly valuable work or has greater responsibility.

The organisations agree that the employer should make a systematic assessment in determining personal allowances under this provision, so that the determination of wages is based on justified criteria.

Agreements to this effect are made directly between the employer and the individual employee and can be negotiated with the participation of the notified union representative, should the employee so wish.

Wage increases that follow from any increases in the free choice account, etc., can be included in connection with the local wage assessment.

Subsection 2 Equal pay conditions

With reference to the Act on Equal Pay for Men and Women, equal pay conditions shall be granted to men and women for the same work or work that is accorded the same value. Personal allowances must thus be determined on the basis of sex-neutral principles. Assessment of the value of the work must be made on the basis of an overall assessment of relevant qualifications, input, independence, etc.

Upon request, every employee has the right to be informed of the criteria on which the personal wage is based.

Where in the case of record keeping - including in connection with the submission of information for wage statistics - electronic data processing is used, the company must, at the request of a person, provide information on what has been registered about the person in question, cf. the Data Protection Act.

When contacting GLS-A, HK Privat has the right to be provided with the information necessary to assess whether a company complies with the Equal Pay Act.

The employer is obliged to provide the union representative with salary information for the HK members employed by the company under the area of the collective agreement at least 3 times a year on request.

Subsection 3 Industrial disputes procedure

Where agreement on the determination of personal allowances cannot be reached, the case is referred for consideration in the industrial disputes system.

The organisations agree that employees can discuss pay and pay conditions with each other. Confidentiality and the prohibition on the disclosure of information can therefore not be imposed.

Subsection 4 Job description

The organisations recommend that the employees receive an adequate job description that covers content and position. The job description is continuously updated as needed.

§ 9. Productivity-promoting pay systems

With the aim of strengthening the individual companies' competitiveness and development, forms of remuneration can be introduced that improve competition for the benefit of both the company and the employees. It is recommended that these pay systems be based on transparent and open principles.

Such pay systems can be based on, for example:

- base salary for jobs and qualifications
- qualification salary linked to the individual employee
- performance pay

If the company or the relevant group of employees in question wishes to introduce such pay systems, negotiations are initiated with the participation of the organisations.

§ 10. Electronic documents

Companies can, with discharging effect, hand out holiday cards and payslips and any other documents to be exchanged during or after the current employment relationship, via the electronic mail solutions that may be available, e.g. e-Box or by e-mail.

The payslip can be used as a holiday card in the current employment relationship. Upon resignation, holiday cards are issued in accordance with current rules.

If the companies want to use this option, the employees must be notified 3 months in advance, unless otherwise agreed. After the period of notice has expired, employees who have no opportunity to use the electronic solution can have the relevant documents provided to them by contacting the company.

CHAPTER 5 OVERTIME, SHIFT TIME, ETC.

§ 11. Overtime work

Subsection 1 Overtime work

Overtime is paid for the first 2 hours after the end of normal working hours with the person's earnings calculated as hourly wages plus 50%.

Overtime after this period, work on Saturday after 14:00, Sunday and public holiday work and work on weekdays before the start of normal working hours is compensated with hourly wages plus 100%.

For work on a free Saturday in addition to the normal weekly working hours, a supplement of 100% is paid.

One month is calculated according to the hourly wage factor (160.33 hours).

In the case of overtime that ends later than 2 hours after the end of normal working hours, a half-hour meal break is granted with full payment.

Overtime of more than 1 hour's duration is notified before 12:00 the same day. If notification occurs after 12:00, one extra overtime hour is paid.

For students in their final academic year, overtime is paid in accordance with Section 6(1) of the collective agreement.

However, efforts must be made to limit overtime as much as possible.

Subsection 2 Time off

If the employee so wishes and the employer accepts it, overtime can be compensated in the form of so that 50% hours are compensated with 1½ hours of time off and 100% hours are compensated with 2 hours of time off for each overtime hour worked.

The placing of the free time is agreed between the employer and the individual employee with normally 1 week's notice. The free time must, as far as possible, be given as full days or half days off and be completed within 6 months after the overtime has been completed.

Subsection 3 Illness and time off

Illness is considered a hindrance to time off, provided that the employee reports ill before the start of normal working hours on the day on which the time off should have taken place. If several days' leave is planned, the time off hindrance also applies to illness on subsequent days off.

It is a prerequisite that the employee report the illness in accordance with the company's rules.

§ 12. Staggered working hours

If the working hours are shifted beyond what is stipulated in Section 4(2), payment is as follows:

Shifted working hours of up to 2 hours' duration, per hour:

1 March 2021	1 March 2022	1 March 2023
DKK 32.40	DKK 32.92	DKK 33.45

Postponed working hours in addition, per hour:

1 March 2021	1 March 2022	1 March 2023
44.56	45.27	45.99

CHAPTER 6 FREE CHOICE ACCOUNT CONVERSION AND ESCALATION

§ 13. Free choice account

Subsection 1 Contributions

The employer pays into a free choice account the following contributions:

as of 1 March 2021.....5%
as of 1 March 2022.....6%
as of 1 March 2023.....7%

The contribution to the free choice account is calculated from the salary including all supplements. The calculation basis is the sum of the cash salary before tax (including salary paid during holiday), overtime pay, advance time allowance and similar.

The contribution to the free choice account includes holiday allowance and holiday supplement for the savings. The amount is pensionable.

Subsection 2 Intended use

The savings in the free choice account can be used for:

- contribution to the employee's pension scheme,
- childcare days,
- children's 2nd sick day,
- doctor visits with children,
- senior rest days or
- cash payment

Payment for childcare days or senior days off is an amount that corresponds to the employee's usual salary.

No amount greater than the amount in the employee's free choice account can ever be paid out.

The union representative may locally agree on other elements of free choice, including paid free time for additional absences and care conditions, than what is explicitly described in the Agreement.

Subsection 3 Ongoing payment

The employee and the company can agree that the total contribution to the free-choice account be paid on an ongoing basis together with the salary. It is a prerequisite for this that the company can document that the employee has been encouraged to make a choice.

In the case of rolling payment, the amount paid must be shown separately in the pay slip.

Subsection 4 Annual statement

Any remaining amount in the free choice account is paid together with the salary for the month of December, unless the employee has requested before 1 December that the amount be paid into the employee's pension savings.

Subsection 5 Resignation

Upon resignation, the balance is paid together with the last salary payment.

CHAPTER 7 SPECIAL FREE DAYS AND HOLIDAYS

§ 14. Holiday

Subsection 1 General provisions

The Holiday Act applies. The cash holiday supplement for paid holidays is 1%. Upon resignation, the compensation due is 12.5%.

The holiday year runs from 1 September to 31 August, while the holiday period runs from 1 September to 31 December of the following year. Holidays are taken and earned on an ongoing basis (concurrent holiday).

Where a total holiday closure is not held, the company must obtain information no later than 1 April on the time at which the individual employee wishes to take the main holiday, e.g. when submitting holiday lists.

Subsection 2 Holiday pay on resignation

Upon the resignation of a salaried employee, the employer must report earned holiday pay to Feriengeldinfo via elndkomst.

The employee applies for payment of the holiday pay through Borger.dk. The employee states the number of holiday days and the date of the start of the holiday. The employer is notified electronically of the application and pays the holiday pay on this basis.

GLS-A gives the usual guarantee for the presence of money.

Subsection 3 Holiday transfer

The employee and employer may enter into an agreement on the transfer of holiday beyond 20 days to the following holiday period on the following terms:

- the agreement must be entered into in writing before 31 December after the end of the holiday year. The company must also, within the same time limit, give written notice to the person paying the holiday allowance that the holiday has been transferred.
- the agreement can only cover holidays in addition to 20 holiday days.
- a maximum of 5 holiday days can be transferred during a holiday period. Holidays in addition to this must be taken during the holiday period. At no time can more than one transferred holiday week be accumulated.

Subsection 4 Holidays in hours

It can be agreed locally that special holiday days can be taken in hours.

In this context, 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 leave is not less

than 5 weeks counted as 25 full days, of which non-working days which are not replacement rest days, and working days, are included proportionately. The holiday should, as far as possible, be taken for whole weeks.

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

§ 15. Special holiday days

A right to one rest day is earned for every 2.4 months of employment (equivalent to 0.7115 hours per week of employment for full-time employees).

Payment is made for the day off corresponding to the usual salary for 7.4 hours. Holiday allowance and pension contributions are provided by the above. For persons other than full-time employees, a proportional calculation of the 7.4 hours is made.

The rest day is settled and placed taking into account the company's interests and as far as possible according to the individual employee's wishes. It can be agreed locally that special holiday days can be taken in hours.

The rest day must be taken no later than 1 year after it is earned. The rest days must be taken within the settlement period and no later than before severance takes place. Free time that cannot be calculated for full days can be paid in connection with severance.

If leave – based on illness, childbirth, transition to self-employment, transition to work at home, stay abroad, imprisonment or other forced placement, military service or other similar circumstance – is not taken, the wage earned for the rest days may be paid.

Accumulated rest days cannot be taken during the notice period.

§ 16. Collectively agreed rest days

Christmas Eve, New Year's Eve, Constitution Day and the Friday after Ascension Day are full days off.

Free time on Friday after Ascension Day and free time on Constitution Day can, however, by agreement be replaced by other free time.

Note: 1 May is a day off from 12:00 for salaried employees employed in companies that were covered by the agreement between the former Landbrugets Arbejdsgiverforening/Gartnerbrugets Arbejdsgiverforening and HK.

CHAPTER 8 LABOUR MARKET PENSION

§ 17. Labour market pension

Subsection 1 Mandatory pension scheme

Employees with at least 3 months of uninterrupted employment are covered by the pension scheme from the age of 18. The seniority requirement lapses for employees who at the time of employment are covered by this pension scheme from previous employment

within the area of the collective agreement or who from their previous employment relationship are covered by another occupational pension scheme.

For pensionable employees who are employed in fixed-term temporary positions of up to 3 months' duration, the pension contribution is paid in cash.

With regard to students during the vocational training, reference is made to Section 27.

Subsection 2 The pension contribution

The pension contribution is 12.99% of the holiday pay-entitled wage plus holiday payment, as well as any free-choice account payments. The employer pays 8.66% and the employee 4.33%.

The employee can increase his or her contribution to the pension scheme.

Subsection 3 Increased contribution during maternity leave

For employees who are entitled to pay during maternity/adoption, an extra pension contribution is paid during the 14 weeks of maternity leave, cf. Section 22, subsection 4.

See also Minutes 5 regarding pension

CHAPTER 9 ILLNESS, ETC.

§ 18. Absence and illness

If a salaried employee is absent from work, notice of the reason for this must be given to the employer as soon as possible.

The employer can demand documentation that the absence is due to illness by submitting either a declaration of good faith, certificate of exemption or declaration of work capacity.

Furthermore, a certificate of exemption or a declaration of work capacity may be required if absence of several days' duration occurs frequently. The employer can, through the salaried employee, submit a written reasoned demand to the doctor.

When the employer has demanded a certificate, the employer pays for it.

§ 19. Children's illness/doctor's visits and hospitalisation

Subsection 1 Right to absence due to child's illness and doctor's visit

Employees with 6 months seniority in the company have the right to free time under subsections 2-5 in the case of a child's illness and doctor's visit.

Subsection 2 Child's illness during the working day

If the employee's child falls ill during the employee's working day and the employee has to leave work as a result, there is a right to leave with normal pay for the remaining working hours on that day.

Subsection 3 Child's first full sick day

The employee is entitled to free time with salary when this is necessary for the care of the employee's ill child/children under 12 years of age at home. Free time is granted to only one of the child's parents, and may not exceed the child's first full day of illness. The company may require documentation - e.g. in the form of a solemn declaration.

Subsection 4 Child's second day of illness

If the child remains ill after the first full day of illness, the employee is entitled to an additional rest day. This rest day is taken without pay. The employee can receive an amount from his/her free-choice account corresponding to the usual wage.

Employees who wish to take time off on the child's second day of illness must notify the company as soon as possible.

Subsection 5 Doctor's visits with children

With effect from 1 May 2021, the following applies:

Employees and employees in training with at least 9 months' seniority have the right to free time in connection with doctor visits with their child. Free time for doctor visits taken without pay. The employee can receive an amount from his free-choice account corresponding to his usual wage.

Employees who wish to take time off for medical visits must notify the company as soon as possible.

§ 20. Children's hospitalisation

Workers and employees in training are granted free time when it is necessary for the employee to be admitted to hospital with the child when the child is under 14 years of age. This also applies when the admission takes place in whole or in part in the home.

This free time only applies to one holder of parental responsibility, and there is a maximum right to free time for a total of one week per child within a 12-month period.

Upon request, the employee must be able to present documentation for the hospitalisation.

§ 21. Childcare days

Employees with the right to take the child's first sick day are entitled to 2 childcare days per year. The employee can take a maximum of 2 childcare days per year, regardless of how many children the employee has. The right to childcare days applies for children under 14 years of age.

The days are placed by agreement between the company and the employee, taking into account the company's interests.

The childcare days are taken without pay, but the employee can be paid an amount corresponding to the usual wage from the free choice account.

CHAPTER 10 MATERNITY LEAVE

§ 22. Maternity leave

Subsection 1 Pregnancy and childbirth

Regarding the rules in the case of a salaried employee's pregnancy, reference is made to Section 7 of the Salaried Employees Act, the Act on the right to leave and maternity benefits and the Equal Treatment Act.

Subsection 2 Salary during maternity leave

A salaried employee who has been employed for at least 9 months is entitled to full pay from 4 weeks before the expected birth and for up to 19 weeks in total. Under similar conditions, paternity leave is granted for up to 2 weeks with full pay.

Subsection 3 Wage during parental leave

In addition to the 19 weeks of paid leave, the employer provides payment during parental leave for up to 13 weeks. The payment in these 13 weeks corresponds to full pay.

The 13 weeks are divided into 5 weeks reserved for one parent, 5 weeks reserved for the other parent and 3 weeks for either parent. However, the 13 weeks cannot be placed under any deferred leave. The 13 weeks must be taken within 52 weeks after the birth.

Unless otherwise agreed, the employee must, for the sake of payroll accounting, give notice of this 3 weeks in advance when the employee wishes to take paid leave. There is no change in the notification rules in Section 15 of the Maternity Act.

Each of the parents' leave can be divided into a maximum of two periods, unless otherwise agreed. If the remaining share of the leave is not used, the right to pay cannot be transferred to the other parent.

With effect for parental leave beginning on or after 1 July 2021:

In addition to the 19 weeks of paid leave, the employer provides payment during parental leave for up to 16 weeks. The payment during these 16 weeks corresponds to full pay.

Of these 16 weeks, the parent taking maternity leave is entitled to 5 weeks and the other parent is entitled to 8 weeks. If the leave reserved for this parent is not taken, the payment lapses. The remaining 3 weeks of leave are granted to either parent.

The 16 weeks must be taken within 52 weeks after the birth. Unless otherwise agreed, the 16 weeks must be notified with 3 weeks' notice. There is no change in the notification rules in section 15 of the Maternity Act. Each of the parents' leave can be divided into a maximum of two periods, unless otherwise agreed.

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

Subsection 4 Adoption

For adopters who at the time of reception of their child have 9 months' seniority, salary is paid for 19 weeks from the child's reception (maternity leave).

The salary corresponds to the salary that the person in question would have received during the period. The amount contains the maximum unemployment benefit rate stipulated by legislation.

Furthermore, an additional 13 weeks' leave is granted as described in subsection 3. For leave commencing on 1 July 2021 or later, an additional 16 weeks' leave is granted as described in subsection 3.

It is a prerequisite for the payment that the employer be entitled to a reimbursement corresponding to the maximum unemployment benefit rate.

Subsection 5 Increased pension contribution during maternity leave

For salaried employees who are entitled to pay during maternity/adoption, an extra pension contribution is paid during the 14 weeks of maternity leave.

The pension contribution amounts to, per month:

Employer contribution	Employee contribution	Total contribution
DKK 1,360.00	DKK 680.00	DKK 2,040.00

For part-time employees, the pension contribution is calculated proportionally.

A proportionate set-off is made of the extra pension contribution for the weeks in which salary is already paid with pension contributions in addition to the weeks stipulated in the agreement.

§ 23. Maternity compensation

Members of GLS-A can apply for a refund in GLS-A Maternity Compensation.

CHAPTER 11 TERMINATION RULES

§ 24. Termination notices

Subsection 1 Salaried employees

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

Subsection 2 Non-salaried employees

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

For the first 3 months after hiring, termination from both sides can take place without notice, so that resignation takes place at the end of normal working hours on the day in question.

From the employee side

After 3 months of uninterrupted employment: 1 month to the end of a month.

From the employer side

After 3 months of uninterrupted employment: 1 month to the end of a month.

After 2 years of uninterrupted employment 2 months to the end of a month.
After 3 years of uninterrupted employment 3 months to the end of a month.

Note: See Section 25(4) on notification to a union representative upon employment and dismissal.

Subsection 3 Free time for advice and guidance in the event of dismissal

Employees who are laid off under the terms of notice of the agreement due to restructuring, downsizing, company closure or other conditions dependent on the company are entitled to free time with pay for up to two hours to seek advice and guidance from the unemployment insurance fund/trade union. The free time is placed as soon as possible after the dismissal and with due regard to the company's production conditions.

It can be agreed locally that the local HK Privat branch can hold advice and guidance interviews at the company's address in the event of dismissal. The interview shall be made as soon as possible after dismissal, taking due account of the operational circumstances of the company.

CHAPTER 12 TRADE UNION REPRESENTATIVES AND HEALTH AND SAFETY REPRESENTATIVES

§ 25. Union representatives

Subsection 1 Where can a union representative be elected?

In any company that has a collective agreement, as well as in separately located departments or branches that are either independently or together with the main company covered by a collective agreement, the organised employees can choose from among them one to be their union representative to the employer or his or her deputy.

However, in companies where 5 organised employees or fewer are employed at each workplace under the area of the collective agreement, a union representative can only be elected if the parties agree to this, and this agreement can only lapse if the parties agree.

Subsection 2 Election of union representative

The union representative, who can be part-time employed, if special circumstances warrant it, is elected from among the organised, recognised skilled employees who have been employed for at least one year in the company in question. Where such are not found in a number of at least 5 employees, this number is supplemented by the organised employees who have worked there the longest. A student or youth worker cannot be elected as a union representative.

In a company with branches or geographically separated departments, an employee can only be elected as a union representative for the place where he or she is employed.

The election is not valid until it has been approved by the federation and notified to GLS-A.

This notification must be made as soon as possible and no later than 14 days after the election.

Any objection on the part of the employer to the election outcome must be communicated to the federation no later than 14 days after receipt of the notification of the election.

The organisations agree on the desirability of having as many eligible voters as possible participate in the election of a union representative.

By approving it, the federation guarantees that all eligible voters have been guaranteed the opportunity to participate in the election.

Subsection 3 Election of a deputy for a union representative

A deputy can be elected for the elected union representative. The deputy takes over when the union representative is not present in the company and enjoys the same protection as the union representative at these times.

Subsection 4 Tasks of the union representative

It is the duty of a union representative, both towards his or her colleagues and his or her organisation and towards the employer, to do his or her best to settle any disputes that have arisen and to maintain good, calm co-operation in the workplace.

When a case in hand concerns only the personal affairs of one or more of the company's employees, they themselves should submit directly to the company's manager or his or her deputy complaints or recommendations for a possible direct decision in the relevant case.

The union representative may demand general pay and employment conditions for employees negotiated with the company's management.

If the union representative is not satisfied with the employer's decision, the union representative is free to ask his or her organisation to take care of the matter, but it is the duty of the union representative and colleagues to continue the work undisturbed until another decision is made by the organisation's management.

The duties of the union representative must be performed in such a way as to cause the least possible inconvenience to the union representative's work, and if the union representative has to leave his or her job to fulfil his or her obligations as representative, this may only be done by prior agreement with the employer or the employer's representative.

Newly elected union representatives must be guaranteed the necessary free time as soon as possible after the election to participate in the basic courses for union representatives for up to 6 weeks. GLS-A promises to help ensure that the newly elected union representative has the necessary free time to participate in this training.

By agreement with the employer, the union representative may be given the necessary free time to participate in relevant courses for union representatives.

The organisations recognize that union representatives have the same needs and the same right to professional training as other employees, cf. also the provisions on development and competence funds.

If there is IT and Internet access at the company where the union representative is employed, the union representative must have the necessary access to it to perform his or her duties.

The union representative must be notified of hirings and dismissals. Lack of notification cannot be prosecuted under union law.

Subsection 5 Clubs, notice boards

If the organised employees of a company, or a department thereof, organise themselves in a club, the union representative must be the chair.

To the extent permitted by the work, the employer or his or her deputy may, upon request, grant permission for the necessary free time for members of the club board to participate in instructional and collaborative courses for union representatives.

In a place designated for this purpose by the employer and accessible to the employees, the club is permitted to post professional association notices to the members.

A copy of such notices shall be delivered at the same time to the employer or his deputy.

Where possible, the employer provides premises for the club's meeting activities.

The parties agree that GLS-A recommend to its member companies that members of HK Privat's sector board and industry section board be given the necessary free time to perform these duties. The federation notifies GLS-A of the choices made.

Subsection 6 Dismissal of union representative

The dismissal of a union representative must be justified by compelling reasons. It is obvious that the fact that an employee acts as a union representative must never give rise to the person's being dismissed or the person's position being changed to a lower one.

The union representative's employment relationship cannot be terminated before the federation has been notified and has had the opportunity to have the dismissal justification negotiated. This negotiation must be completed within 1 week. Efforts should be made to promote the treatment of the case under trade union law as much as possible, so that the decision can be available before the end of the notice period.

However, these rules do not apply if the employer makes a justified expulsion of the union representative pursuant to Section 4 of the Salaried Employees Act.

If an employer maintains the dismissal of the union representative after the dismissal has been declared unjustified by the trade union proceedings, the employer is obliged to pay compensation in addition to the salary during the notice period, the amount of which must depend on the circumstances of the case. This compensation is final, so that no compensation can also be demanded according to rules on unfair dismissal.

The question of the justification for the dismissal of a union representative and the amount of any compensation that the union representative may receive is finally decided by professional arbitration.

If there are such special circumstances in the case as clearly to indicate that trade union victimisation has occurred, this matter can be brought before the Labour Court.

Subsection 7 Discontinued union representatives

If a union representative ceases to be a union representative, the protection in accordance with subsection 6 applies for another 3 months.

An employee who ceases to be a union representative after having worked as such for at least 1 year and who remains employed by the company is entitled to 6 weeks' notice in addition to the employee's individual notice if the employee is terminated within 1 year after the cessation of the position of union representative.

The parties to the collective agreement agree that the extended notice of termination deviates from Section 2 of the Salaried Employees Act in that notice is given of termination at the end of a month, and that this is in favour of the employee.

This provision only applies to terminated union representatives.

Subsection 8 Professional upskilling of terminated union representatives

An employee who ceases to be a union representative after having worked as such for a continuous period of at least 3 years and who remains employed by the company is entitled to a discussion with the company about the employee's need for professional updating.

The discussion is held no later than within one month of the termination of the position of union representative and at the request of the employee. As part of the discussion, it will be clarified whether there is a need for a professional updating and how this updating should take place.

The employee shall receive a wage during the professional updating. It is a prerequisite that public wage loss compensation can be granted as well as grants from the competence fund for the training. Wage loss compensation and subsidies accrue to the company.

Subsection 9 Tasks of the shop steward

The union representative's rights, duties or tasks are, in addition to Section 25 of the collective agreement, mentioned in the following provisions:

- Section 4(3): Local agreement that complements and / or deviates from the agreement
- Section 4(4): Varying weekly working hours
- Section 6(2): Fixed wage agreements
- Section 8(2): Equal pay conditions
- Section 26: Work environment and work environment representatives
- Section 31: Information on the use of temporary workers from temporary employment agencies
- Section 36(2): Remuneration of union representatives
- Minutes 1, Section 3 Laboratory area, election of union representative.

§ 26. Work environment and work environment representatives

Reference is made to the provisions of the Working Environment Act in force at any given time.

The organisations agree that particularly stressful work must be organised in such a way that the daily work is regularly interrupted with other work, or where this is not possible, interrupted with breaks, so that harmful effects on health are avoided.

In companies where there is no occupational health and safety organisation, the elected union representative can make a recommendation or raise complaints to the employer regarding occupational health and safety issues.

The parties to the agreement agree that HK's working environment representative will receive the broadest possible training on safety and working environment to ensure a good, theoretical foundation.

HK's work environment representative must therefore have the necessary free time (without pay) to participate in relevant training - including e.g. the training offers found in the FIU system as well as meetings arranged by the organisation.

Health and safety representatives must have the same access to IT facilities as union representatives for the performance of their duties. The provision will enter into force on 1 June 2021.

The organisations also agree that matters concerning this subsection and the working environment legislation should be brought before the organisations for processing if no agreement has been reached locally. Cases regarding mental work environment can also be dealt with professionally.

CHAPTER 13 STUDENTS

§ 27. Students in vocational training

Subsection 1 Area

The provisions set out in this section apply to students beginning vocational training in the field of commerce and office.

Subsection 2 Form requirements

At the latest at the start of the training, a training agreement in writing is entered into between the student and the company in accordance with the provisions of the Vocational Education Act.

It is a prerequisite for the validity of the training agreement that the company be approved as a training location in the training area in question. If the student is under 18 years of age, the agreement must also be signed by the person or persons who have custody.

The person responsible for training must, at the beginning of the training, on behalf of the company and in agreement with the student, prepare a written training plan in accordance with the goals of the traineeship. The training plan should include approximate periods of time for the functions contained in the training plan. During the traineeship period, the training agreement is followed up according to the rules in one of the professional committees' executive orders.

Subsection 3 Traineeship, etc.

The traineeship period follows the current executive order for the training in question, as well as the guiding guidelines laid down by the committees and boards that cover the area in question.

With regard to the ratio between the number of students and apprentices, reference is made to the guiding rules laid down by the academic committees.

Subsection 4 Probation

Probation is 3 months for students.

Any school stays are not included in the probationary period, which is extended accordingly. The probationary period in these cases can only exceptionally be more than 6 months. The date of the end of the probationary period must be notified to the student as soon as possible.

During the probationary period, the training agreement may be terminated by both parties without justification and without notice.

Subsection 5 Salaries

The stated salaries for students are minimum salaries, and thus there can be no deterioration in the terms for students who may have entered into a contract on better terms.

The minimum wage for students is (DKK per month):

	1 March 2021	1 March 2022	1 March 2023
1st year of study	12,125	12,125	12,331
2nd year of study	13,355	13,355	13,582
3rd year of study	14,032	14,032	14,271
4th year of study	14,775	14,775	15,026

For students who have passed an upper secondary school or HG2 education before the start of the training relationship, a monthly supplement of DKK 525 per month is granted in the 3rd and 4th year of training.

For students with HTX, matriculation examination or HF who begin an education with a business school stay, cf. one of the academic committee's executive orders, salary is paid from the conclusion of the agreement.

Remuneration is paid at the rate corresponding to the year of training in which the students are in relation to the structure of the training.

Where the theoretical education cannot be completed within the agreed period of training, the conditions with regard to remuneration are as follows:

If the training period is extended without the student's being the reason for this, the minimum payment stipulated for the subject's adult workers shall be paid in the extended period in accordance with Section 6.

Subsection 6 Pension (valid from 1 March 2022)

For students who have reached the age of 20 and have 3 months' seniority in the training, the pension rates that apply are those that are agreed for other employees in the agreement.

For students who have reached the age of 18 or 19 and have 3 months' seniority in the training, the contribution rates are resp. 4% from the employer and 2% from the employee, a total of 6%.

Subsection 7 Insurance scheme

Students who are not already covered by an employer-paid pension or insurance scheme are covered by an insurance package with PensionDanmark.

The insurance scheme is financed by the employer within a framework of DKK 396 per year.

However, the insurance scheme paid by the employer must include:

- Invalidity sum (DKK 100,000)
- Supplementary early retirement pension (60,000 annually)
- Lump sum for critical illness (DKK 100,000)
- Sum on death (DKK 300,000)
- Access to PensionDanmark's Health Scheme

For payment regarding the insurance scheme, the usual conditions applicable for PensionDanmark apply. The company registers the student for the insurance package. The premium is paid monthly.

The parties may change the composition of the insurance scheme during the agreement period.

Subsection 8 For students in partial competence courses

When placing students who have entered into a training agreement with the company on partial competence courses or graduation courses in accordance with the Vocational Education Act, the starting point is how the student should have been placed in a course corresponding to the ordinary vocational training course. After this, the part of the salary course that corresponds to the deselected part of the ordinary vocational training course is shortened.

Subsection 9 When an apprenticeship begins after the age of 21, the salary is paid at the following rates (DKK per month)

	1 March 2021	1 March 2022	1 March 2023
1st year of study	14,096	14,096	14,336
2nd year of study	14,837	14.837%	15,089
3rd year of study	15,513	15,513	15,777
4th year of study	15,878	15.878%	16,148

Subsection 10 Illness, pregnancy and childbirth

In the event of absence due to illness, pregnancy and childbirth, reference is made to the Salaried Employees Act, Sections 5 and 7. In addition, the provisions of the Sickness Benefit Act, the Act on Leave and Maternity Benefit and the Act on Equal Treatment of Men and Women with regard to Employment. etc. are applicable. In the event of absence due to pregnancy and childbirth, the terms of remuneration shall be such that remuneration is paid in accordance with the provisions of the agreement.

Subsection 11 Holiday

Students are covered by the provisions of the Holiday Act.

If students remain in the company after completing their training, leave is granted with the current salary.

Subsection 12 Work injuries

Students are covered by the employer's occupational injury insurance throughout the training, both the practical and the theoretical part.

Subsection 13 Working hours

According to the Working Environment Act, students under the age of 18 may not be employed for more than a total of 8 hours per day. The normal weekly working hours for students must not exceed the usual working hours for adults engaged in the same subject.

With regard to evening and night work, reference is made to the current executive order on young people's work.

Working hours include teaching time and the associated transport time, which is within normal working hours.

In participation in industry courses and weekly courses, leave of absence is granted throughout the week or weeks in question.

For students who work at special times, cf. Section 12, the supplement is half of the mentioned rates.

Subsection 14 Travel

The pupil has the right to be reimbursed for travel expenses in connection with school stays when the total route is at least 20 km. per day (travel day).

Public transport shall be used as far as possible. If the use of such means of transport will cause unreasonably great inconvenience to the student in question, own means of transport can be used.

In the case of public transport, reimbursement of expenditure actually incurred shall be granted against receipt. The transport must be made in the cheapest and most appropriate way according to the local conditions, and where possible, season cards, clip cards and the like must be used. If own means of transport are used, a transport allowance is granted in accordance with the rules of the Ministry of Labour when the total school route is 20 km or more .

For accommodated students, transport subsidies are granted for travel to and from the place of accommodation and for the journey between this and the usual residence in connection with weekends and Easter and Christmas holidays, provided the total route is at least 20 km.

The provisions of paragraphs 2 and 3 shall apply mutatis mutandis to travel expenses within the scope of this paragraph.

If the employer, in agreement with the student, chooses a school other than the one closest to the workplace, and the route does not exceed 20 km, the employer pays the student's transport costs.

Where a student is ordered to stay in school in accordance with the Act on Vocational Education concerning Free School Choice, the expenses this may entail for the student must be borne by the company.

In addition, the rules on Employers' Education Contributions (AUB) in force at any given time are followed.

Subsection 15 Training manager

During the practical training period, one or more skilled persons, or persons with equivalent qualifications, must be attached to the student as the person(s) responsible for training. The person responsible for training contributes to the student's being trained according to the traineeship rules and the student's training plan.

Subsection 16 Disagreements

Disagreements between students and companies are sought to be settled by negotiation with the participation of the organisations before any referral to the Disputes Board.

Subsection 17 Refund for books and copying

The employer reimburses the student's expenses for teaching materials of up to DKK 800.00 for the entire course of study plus expenses for the completion of the trade test project, which the student and company have previously approved.

Subsection 18 Traineeship abroad

In the case of posting abroad as part of the training and stated in the training agreement or supplement thereto, the Danish company is responsible for the training.

The Danish company pays the difference between a traineeship salary abroad and a Danish student salary according to this agreement.

The Danish company pays for any relocation and travel in the posting abroad.

Subsection 19 Other provisions

In other respects, reference is made to education executive orders and the other provisions of the collective agreement.

Subsection 20 Students in adult education

Students who begin adult vocational education in accordance with current rules are remunerated in accordance with Section 6.

Adult students are covered by the labour market pension scheme, cf. subsection 6. However, adult students who were covered by an occupational pension scheme before the student agreement was entered into are entitled to a pension from the start of the education.

Subsection 21 Minutes on student relations

The parties agree that in the event of changes in laws or executive orders regarding vocational training, the parties will meet with a view to any consequential corrections in the agreement.

CHAPTER 14 CONTINUING TRAINING AND COMPETENCE DEVELOPMENT

§ 28. Continuing training and training planning

Subsection 1 Continuing training

Due to the structural changes taking place in business, it is in the mutual interest that employees be given such free time for training that they receive a fair opportunity to update their training.

Against this background, the organisations agree to recommend that employees be given free time to participate in relevant continuing training courses.

The organisations also agree that a greater training effort is necessary on the basis of the structural changes that take place in the business world and the qualification requirements imposed on the individual employee.

Subsection 2 Agreement on systematic training planning

Systematic training planning is necessary to strengthen the company's competitiveness, promote the employees' competence development, and ensure an appropriate development of the companies' work organisation.

The organisations therefore agree that a systematic training plan should be made for employees, corresponding to the company's job requirements. This includes giving the employee a reasonable opportunity to update his or her training.

Taking into account the interests of both the company and the employees, the organisations propose that a jointly composed training committee be established under the auspices of the cooperation committee to promote training planning for employees.

Establishment of training planning is carried out after a discussion of the principles for it. The principles can include job description and job requirements, preparation of training plans, planning and follow-up of training activities, employee interviews and freedom/leave for training.

Subsection 3 Support for agreed training

By local agreement, the company can apply for support from the Competence Development Fund for agreed training. Support can be applied for for employees with 9 months' seniority in the company.

The Board of the Competence Development Fund annually determines a framework for support that can be provided for agreed training and determines for which training activities support can be applied for.

On this basis, an employee can agree on a training plan with the company. The company pays full salary during the training, if a grant is provided from the Competence Development Fund.

Support for agreed training takes the place of support for self-selected training in the calendar years in which the training plan runs. An employee can save self-selected training for 3 years in order for this to be included in a plan for agreed training.

Subsection 4 Self-selected training

Employees with 9 months' seniority in the company are - subject to the company's necessary circumstances - entitled to 2 weeks' leave (10 working days) per year to participate in self-selected supplementary and continuing training. During this training, the company pays full salary if the Skills Development Fund bears the costs associated with this. It is a prerequisite for receiving full pay that the training be relevant in relation to employment within the coverage area of the GLS-A - HK Privat agreements.

Employees have the right to save the right to free time through self-selected training for up to 3 years. The oldest weeks are used first.

The possibility of a longer-term self-selected training course presupposes that there are funds present in the Skills Development Fund. The savings of the right to self-selected training are not transferred to another employment relationship.

Subsection 5 Training Ambassador

The Parties also agree to recommend that each company train an employee in the federation's training ambassador course to support the training dialogue in the workplace. If an employee so wishes, the union representative can assist the employee in connection with the development of his or her skills/training plan. If the company has a training ambassador, he or she must be involved. If no trade union representative or training ambassador has been elected, employees have the right to be assisted by the local HK Privat branch.

Subsection 6 Training during the notice period

Employees who are dismissed due to restructuring, layoffs, company closures or similar in a company-dependent relationship, are entitled to the rights listed below, depending on seniority.

Employees who have at least 6 months' seniority in the company are entitled to one week's free time for continuing or further training.

Employees who have at least 3 years' seniority in the company are entitled to an additional 2 weeks' free time for continuing or further training.

If such course participation cannot take place during the notice period, the person in question is, on similar terms, entitled to participate in such a course within 3 months after resignation, if he or she is first looking for work. These rules do not apply to employees who are entitled to early retirement, pension from the employer or from the public sector upon resignation.

According to the same provision, the employee has the right to use non-used free time for self-selected training for up to 2 weeks. The employee and the company can also agree that the employee can use unused self-selected training (maximum 6 weeks) during a notice period.

The above participation in continuing and further training takes place with a salary from the employer. It is a prerequisite that support be provided for course participation and salary subsidies from the competence fund.

CHAPTER 15 LOCAL AGREEMENTS

§ 29. Local agreements between employers and employees

Local agreements entered into between the employer and employees at the individual company. The local branches of the federation and the organisations can be called for negotiation.

Local agreements on salaries and customs that are not part of the agreement can be terminated by both parties with two months' notice until the 1st of a month, unless an agreement on a longer period of notice has been/will be made.

In the event of termination, each of the parties may cause local negotiations to be held, and insofar as agreement is not reached, have the matter dealt with at a mediation meeting or organisational meeting, cf. Rules for Dealing with Industrial Disputes.

If the termination is dealt with under trade union law, the parties are not released from the terminated local agreement until these general rules have been observed, even if the expiry date has passed.

CHAPTER 16 INSPECTIONS

§ 30. Inspections of compliance with the Agreement

The organisations have - after prior contact with the employer - the right to have inspections carried out at their workplaces by their representatives with a view to ensuring compliance with the collective agreement.

During inspection visits, the member company must provide the names of all persons employed by the company who perform work within the professional scope of the Agreement.

In connection with the inspection visit, the organisations' representatives can be informed of the name, address and Central Business Register (CVR) number of and work assignments at companies that perform subcontracting.

CHAPTER 17 SUBCONTRACTORS AND TEMPORARY WORKERS

§ 31. Information on the use of temporary workers from temporary employment agencies

The parties agree to ensure the best possible information on cases concerning the use of temporary workers by temporary employment agencies.

At the request of the requester company's union representative/branch, the requester company must inform them about which local agreements and customs the company has stated must be complied with, for the work functions that the temporary workers perform at the company.

If the union representative disagrees with which local agreements and customs the temporary employment agency must comply with, local discussions can be initiated in this regard. If no agreement is reached locally, a case can be brought in accordance with the rules in Section 39 of the collective agreement, i.e. against the temporary employment agency if it is a member of GLS-A, and against the user company if the temporary employment agency is not a member of GLS-A.

Local discussions and any subsequent industrial disputes procedure do not prevent the company from using the temporary workers in question.

§ 32. Seniority for temporary workers

As long as a temporary worker is employed by a temporary employment agency, the temporary worker only earns seniority at the temporary employment agency, and not at the user company.

However, if the temporary employment agency worker has worked for the user company for at least 3 months without interruption, the seniority is transferred from the temporary employment agency to the user company, at the temporary agency's request, in the following cases:

- the temporary work at the user company ceases due to lack of work at the user company, and within 10 working days after termination the temporary worker is permanently employed at the user company in the same function or a similar function, or
- the temporary employment agency worker is employed at the user company in the same or similar function as a direct extension of the temporary work.

Only seniority from the most recent employment relationship in the user company is transferred.

CHAPTER 18 SENIORS

§ 33. Senior interview and senior rest days

The company has a duty to hold an annual senior interview with employees aged 58 or over. The senior interview can be part of the employee development interview.

Employees who have reached the age of 60 are given a senior rest day with full pay per year.

Employees who have reached the age of 63 are given an additional 1 senior rest day with full pay per employee year.

The organisations also draw attention to the fact that it may be appropriate for the individual companies to establish a senior policy with a view to being able to retain seniors in employment, taking into account both employees and the companies. The elements of a senior policy can, for example, be the possibility of part-time work, the possibility of more suitable work, the possibility of ongoing upskilling.

§ 34. Senior scheme

The employee and the company can agree on a senior scheme from 5 years before the current state pension age for the employee.

In a senior scheme, the employee's working hours are reduced by having senior rest days. The employee can take a maximum of 32 senior rest days per calendar year.

The parties themselves determine the specific design of the senior scheme on the basis of the individual employee's wishes and the company's operational needs.

In the senior scheme, the employee can choose to use the payment to the free choice account to finance senior rest days. If the employee wants additional senior rest days, this can be done by converting current pension contributions. The remaining contribution to the pension scheme must continue to be able to cover costs for the insurance scheme and administration, etc. The converted pension contribution does not entitle the employee to additional holiday pay. The amount is deposited in the employee's free choice account. It is not possible for the employee to use own funds for senior rest days.

The employee and the company can agree that the employee can save the value of unpaid special holidays from 5 years before the senior scheme starts. The value of these is deposited in the free choice account and can be paid out in connection with the holding of senior rest days. A maximum of as many senior rest days can be taken as special holiday days have been saved.

Senior rest days are taken without pay, as an amount corresponding to the employee's usual salary is paid from the free choice account.

Unless otherwise agreed, the employee must notify the company in writing no later than 1 December of whether the employee wishes to be part of a senior scheme with senior rest days in the coming year, and if so, how large a share of the pension contribution the employee wishes to convert to senior rest days. Furthermore, the employee must give notice of how many senior rest days the employee wants to take in the coming year. This choice is binding on the employee and will continue in the following calendar years. However, each year before 1 December, the employee can notify the company if changes are desired for the coming calendar year.

In the first year of the senior scheme, the conversion takes place from the wage period in which the employee is 5 years from the state pension age applicable at any time.

The placement of senior rest days takes place, unless otherwise agreed, according to the same rules that apply to the placement of special holiday days.

As an alternative to senior rest days, employees and companies can agree on a reduction in working hours in the form of e.g. longer work-free periods, fixed reduction in weekly working hours or other alternatives. In the event of an agreement on a fixed reduction in the weekly working hours, the converted pension contribution can be paid on an ongoing basis as a supplement to the salary.

Senior schemes do not change the existing collective bargaining basis, and senior schemes must be cost-neutral for the company.

CHAPTER 19 FUNDS

§ 35. The FIU Training Fund

For the Trade Union Movement's Internal Training (FiU), companies that were previously members of the Employers' Association for Forestry and Agriculture provide 33.5 øre per hour worked.

Other companies in former Agriculture and Forestry Employers provide 18.5 øre per hours worked.

For the Trade Union Movement's Internal Training (FiU), horticulture and plant nurseries provide 26.5 øre per hour worked.

The amount is charged according to agreement. The amount is allocated with $\frac{3}{4}$ to LO and $\frac{1}{4}$ to GLS-A.

§ 36. The Fund for Training, Working Environment and Cooperation

Subsection 1 Contribution to the fund

The company allocates 30 øre per hour worked to develop training, working environment and cooperation conditions, including the union representative institution (payment for union representatives) within the area of the Agreement.

The funds are collected and paid into the GLS-A - HK Privat Competence Development Fund. The detailed rules for the use of the funds are determined by the board of the Competence Development Fund.

Newly admitted members of GLS-A may require that the contribution to the Fund for Training, Working Environment and Cooperation lapse for the first 2 years of membership of GLS-A. Thereafter, contributions are paid normally.

Subsection 2 Remuneration of shop stewards

The union representative receives an annual remuneration, which is paid at $\frac{1}{4}$ per quarter. The remuneration is paid as compensation for the performance of duties outside normal working hours. The remuneration is not pensionable and does not accumulate holiday pay.

The union representative's electoral base is sustained by new election of a union representative and this is repeated once each year. In the event of termination of the duty, the remuneration lapses.

The remuneration amounts to per year:

- with an electoral base of up to 49 personsDKK 9,000.00
- with an electoral base of between 50 and 99 personsDKK 16,500.00
- with an electoral base of 100 persons or moreDKK 33,000.00

Where an agreement has already been reached on pay/remuneration to the union representative, this will be set off against the above remuneration.

The remuneration is paid by the Competence Development and Cooperation Fund.

§ 37. Competence Development Fund

A competence development fund (the Competence Development Fund for Agriculture) has been established. The Fund's board of directors is composed jointly of HK Privat and GLS-A. HK Privat appoints the chair of the board. The Competence Fund has a secretariat at GLS-A.

The financing of the scheme is done by companies paying into the fund DKK 1,028 per year per full-time employee.

The contribution to the Competence Development Fund for Agriculture is increased as of 1 January 2022 to DKK 1,110 per full-time employee per year.

In connection with this, there is agreement between the parties that the board of the skills development fund may decide that sums in the fund in respect of training, working environment and cooperation that have not been used directly for the development of training, working environment and cooperation, including remuneration of union representatives, can be transferred to the Skills Development Fund for the purpose of support for continuing and further training.

CHAPTER 20 AGREEMENTS, TRADE UNION LAW AND PERIOD OF VALIDITY

§ 38. Main agreement

The main agreement between the Association of Agricultural Employers' Associations (SALA) and the National Organisation of Denmark (LO) is applicable to this Agreement.

§ 39. Settlement of disputes

Subsection 1 Local negotiations

Disagreements of a professional nature can be resolved by negotiation between the parties at the company, possibly with the involvement of the local HK Privat branch.

Subsection 2 Mediation meeting

If no agreement can be reached at the local hearing, the respective organisations can request mediation in the case.

The mediation request must be in writing and contain a short description of the disagreement, so that the theme of the mediation meeting is clearly stated in the request.

All cases where a mediation meeting is desired are sent through the federation.

Matters relating to the direct interpretation of the agreement or matters of a fundamental nature are negotiated by the federation.

The employers' association wants to retain the opportunity to maintain that it is the association that has the mediation meeting in specific cases even if the case is raised by a local HK Privat branch.

To the extent that a mediation meeting is requested pursuant to the provisions of Section 29 of the collective agreement regarding termination of local agreements, customs or regulations, the request for the mediation meeting must be received by the opposing organisation within the notice periods specified in Section 29, i.e. no later than the last weekday of the month.

A mediation meeting must, as far as possible, be held at the company where the disagreement has arisen.

The mediation meeting must be held as soon as possible and no later than 15 working days after receipt of the conciliation request by the opposing organisation.

The deadline can be deviated from by agreement between the organisations.

In the case of dismissal cases where the HK Privat branch has held a mediation meeting, the deadline applies, cf. the main agreement between SALA/LO, only after an organisational meeting in the case of continuation in the dismissal board.

At the mediation meeting, the negotiations are resumed with the assistance of the organisations' conciliation representatives, who then, through direct mutual negotiations, seek to provide a solution to the disagreement. The organisations can agree that the mediation meeting is agreed with a mediation representative from the local HK Privat branch.

Minutes of the outcome of the negotiations are prepared, and are signed with binding effect by the parties.

Subsection 3 Organisation meeting

If no agreement has been reached at the mediation meeting, the respective organisations may request that the matter be continued at an organisation meeting.

A written request to this effect must be provided to the opposing organisation no later than 10 working days after the mediation meeting.

The organisation meetings are held as soon as possible and no later than 15 working days after receipt of the request by the opposing organization.

This deadline can be deviated from by agreement with the organisations.

Representatives from the organisations attend the organisation meeting. The parties directly involved in the case have a duty to attend the organisation meeting, unless there are very special circumstances.

The plenary session must be held if one of the parties so requests. Minutes of the outcome of the negotiations are prepared, and are signed with binding effect by the parties.

Subsection 4 Professional arbitration

If a solution to the disagreement is not reached at the mediation meeting/organisation meeting, and the matter concerns the understanding of an agreement or agreement entered into between the parties, one of the organisations may request that the matter be decided by professional arbitration.

The organisation that wishes the case to continue must, within 10 working days after the organisation meeting is held, request in writing the holding of professional arbitration. This deadline can be deviated from by agreement.

Complaints require sending to the other party and the presiding judge a letter of complaint, enclosed with a copy of the documents to be submitted. The complaint is considered to have been received in a timely manner if it is received by the opposing organisation no later than 16:00, 20 working days before the hearing.

Replies are sent by the opposing organisation to the complaining organisation and the presiding judge, with a copy of the documents requested to be submitted. The response is considered to have been received in a timely manner if it is received by the complaining organisation no later than 16:00 10 working days before the court hearing.

A reply shall be sent to the respondent organisation and the presiding judge and shall be deemed to have been received in a timely manner if it is received by the opposing organisation no later than 16:00 5 working days before the court hearing.

A rejoinder is sent and is considered to have been received in a timely manner if it is received by the opposing organisation and the presiding judge no later than 16:00 2 working days before the hearing.

If the complaint is not received in time, the case is considered closed and cannot be raised again.

However, the case can be resumed if the complainants no later than 16:00 3 working days after the deadline send a complaint and also state that they are willing to pay the fine stipulated in the agreement. The amount of the fine is DKK 100,000.

The deadline for submitting a defence is no later than 16:00, 6 working days before the hearing.

Supplementary pleadings can be exchanged and in that case must be received by the opposing organisation no later than 16:00 2 working days before the hearing.

If the defence is not received in time, the case will be decided on the basis of the information that appears in the complaint and the minutes from the professional proceedings.

If material emerges at the court hearing that one of the parties – despite protest – wishes to present, the presiding judge decides whether material should be included in the assessment of the case.

Subsection 5 Fundamental disagreements.

Disagreements of a fundamental nature between the organisations regarding the understanding of the agreement and equivalent agreements can be negotiated directly.

The meeting can be requested by one of the parties to the agreement and it must be agreed no later than 1 month after the request. Requesting such a meeting suspends deadlines for the continuation of the case.

By organisations is meant those organisations that have signed this agreement.

With reference to the minutes of the Main Agreement between SALA and LO of 7 March 1991, it is agreed that disagreements over labour market legislation should, as far as possible, be resolved in the trade union system.

No current higher wages or other benefits shall be impaired as a result of this Agreement.

§ 40. Organisational agreements

Organisational agreements have also been entered into between the parties. These include the implementation of EU directives, rules for the handling of trade union cases and other general agreements.

The organisation agreements between GLS-A and HK Privat are available at www.gls-a.dk.

§ 41. Duration of the Agreement

This agreement enters into force on 1 March 2021 and is valid until terminated by one of the parties with 3 months' notice to the first of March, but not earlier than 1 March 2024.

Copenhagen, March 4, 2021.

For GLS-A

For HK Privat

Helle Reedtz-Thott

Jesper Schmidt Sørensen

CHAPTER 21 MINUTES

1. Minutes on supplementary agreement concerning the laboratory area

Section 1 Company training and traineeship, hereinafter referred to as trainee

Trainees are trained in accordance with the Act on Business Academy educations and professional bachelor's educations, cf. Executive Order no. 882 of 8 August 2011, and in accordance with Executive Order no. 976 of 19 October 2009.

In addition, reference is made to the provisions of the Salaried Employees Act.

The traineeship is carried out in accordance with the provisions set out in the above-mentioned executive order and law. The traineeship is organised so that the trainee receives the greatest possible insight into the company's laboratory work.

Guidelines are used for the traineeship period in the laboratory training - Laboratory Technician AK and Guidelines for the final exam project on laboratory training - Laboratory Technician AK.

The training is organised in accordance with the curricula issued by the schools.

The traineeship and the final project, which is set at 1 year, which includes holidays, amount to 60 ECTS points and completes the training.

Shift arrangements are organised so that the trainee has insight into the widest possible section of the company's laboratory work. A specific rotation scheme shall have been prepared at the start of the traineeship.

In companies where laboratory trainees are employed, at least one trained laboratory technician or another person with similar qualifications associated with the laboratory must be employed.

Necessary instruction and training in safety matters shall be provided in accordance with the rules set forth above.

Section 2 Wage conditions

Trainees

Minimum payment (DKK per month):

1 March 2021	1 March 2022	1 March 2023
16,393	16,672	16,955

The rules that apply in Section 4(i) are also applicable to trainees.

If a trainee remains in the company after the end of the traineeship period, paid leave is granted as for other employees.

Laboratory technicians

Minimum wage (DKK per month):

1 March 2021	1 March 2022	1 March 2023
21.427%	21.828%	22,229

Section 3 Other provisions

Election of shop steward

If the employees at the laboratory so wish, a separate union representative/deputy may be elected for these in accordance with the same guidelines as in Section 25.

The above provisions do not preclude the election of a union representative who covers both offices and laboratories.

Working hours

Working hours in the laboratory follow the provisions of Section 4 of the collective agreement.

Delayed time

In the laboratory area where work is carried out on a shifted basis, the supplements specified in Section 12 of the collective agreement are paid.

Clothing

The company provides coats or white pullovers/trousers and washing of them as well as suitable footwear.

Where work under special conditions requires it (cold and draughts), boots and thermal clothing are provided.

Work environment

The organisations agree that the law on working environment in force at any given time applies, including the employer's responsibility for the laboratory work to be safe and sound in terms of health.

The organisations agree that if pregnant women are engaged with substances or materials that, according to the supplier's instructions, are potentially harmful to the foetus, the employer must, as far as possible, arrange for relocation instead of sending home.

The organisations agree that in the case of particularly stressful work, including work with microscopy or work that requires special protective measures, appropriate time should be given for relaxation of stressed muscles.

Election of occupational health and safety representative

In laboratory areas where at least 5 employees are employed, employees can elect a working environment representative. The working environment representative can also act as a spokesperson for the laboratory area.

Holiday

The provisions of Section 42 of the Holiday Act and Section 27(10) of the collective agreement also apply to trainees.

2. Minutes on salaries and working conditions for KVU students

Territory

The provisions set out in this subsection apply to KVU training that includes actual traineeship/training in a company – and thus not study traineeship/stay in a company when writing an assignment.

Form requirements

For the students' practical training, an employment agreement is drawn up which, in addition to the terms of employment, describes the content of the practical part of the training.

Terms of employment

The employment relationship is covered by the general employment legislation, including the provisions of the Salaried Employees Act and the Holidays Act. In addition, the general provisions of the collective agreement regarding working hours, overtime and pensions apply.

Pay

KVUs with prior student education in the commerce and office area are paid during the traineeship period as follows:

Minimum payment rate

– per 1 March 2021	DKK 19,430.00
– per 1 March 2022	DKK 19,760.00
– per 1 March 2023	DKK 20,096.00

KVUs without prior student education in the commerce and office area are paid during the traineeship period as follows:

– per 1 March 2021	DKK 17,012.00
– per 1 March 2022	DKK 17,301.00
– per 1 March 2023	DKK 17,595.00

3. Minutes regarding shops with retail sales

The minutes relate to work in shops with retail sales of special goods (including plants, flowers, wreaths and accessories to these as well as horticultural goods) and special shops (include shops in amusement parks, zoos and similar as well as shops in campsites at the time of the year at which the campsite is open to campers), cf. Sections 4 and 5 of the Act on Shop Hours as well as shops that are a natural part of usual operations within GLS-A's member area.

In addition, reference is made to Minutes 4 regarding e-shops and call centres .

Section 1 Working hours

Subsection 1 Planning of working hours, etc.

A. Number of hours

1.1. Number of hours of full-time employment

The normal effective working time is 37 hours per week, corresponding to 160.33 hours per month. Working hours can be organised with 37 hours in the individual week or as an average over 16 weeks in a fixed plan – a total of 592 hours.

Working hours in addition to 37 hours on average over the 16-week period are remunerated as overtime pursuant to Section 1, subsection 6

1.2. Hourly part-time employment

When hiring part-time employees normal working hours (duration and location) are agreed in each individual case. Working hours can be organised as an average over 16 weeks in a fixed plan.

However, it may under exceptional circumstances be agreed that part-time employees participate in extra work and overtime.

B. Work schedules

A documented working time plan is prepared for each individual employee, stating the duration and location of the working hours.

If there is no working time plan, working hours in excess of 37 hours per week are paid as overtime pursuant to Section 1(6).

The working hours plan is organised in such a way that the actual working hours in a single week do not exceed 45 hours. If, exceptionally, more than 45 working hours are placed in the working schedule in the individual week, such working hours must be remunerated in accordance with the provisions on overtime in Section 1(6). These provisions do not prevent further overtime work.

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

C. Rules for the location of the work

The working hours must be organised taking into account the needs of the employee and the company, and must, as far as possible, be placed in 5 of the days of the week.

The working hours are organised so that no more than 2 days are worked per week after 17:45 and no more than every other Saturday after 14:15. These rules can be deviated from by agreement between the employee and the company.

Shops open on Sundays

For employees who are employed in shops that are open on Sundays, working hours must, as a general rule, be arranged so that the employee has 8 weekends off, from the end of working hours on Friday to the beginning of working hours on Monday, over a 16-week period. .

The free weekends shall be arranged as far as possible so that a maximum of 2 consecutive Sundays are worked. There is agreement that weekend free time must be appropriately distributed over the plan period, and so that two consecutive working weekends, as far as possible taking into account the operation of the business, must be followed by 2 consecutive free weekends.

Where reasonably justified in the company's circumstances, the working hours may be arranged so that instead of the said weekend leave:

- free time is granted at another time in the plan period, of 20 minutes for each hour of effective working time performed on Sundays, or
- a special supplement corresponding to 1/3 of the employee's personal hourly wage is paid per hour for each hour of effective working time performed.

Compensatory free time or payment is granted only for work on the number of working Sundays that exceeds 8, calculated over a 16-week period.

Shops closed on Sundays

For employees who are employed in shops that are not open on Sundays, working hours must as a general rule be arranged so that the employee has 8 weekends off, from the end of working hours on Friday to the beginning of working hours on Monday, over a 16-week period, cf. also letter C, 3rd paragraph. Deviation from this main rule can occur by agreement between the employee and the company. The provisions of the first and second sentences of this section apply correspondingly to employees who are employed in shops that are open on Sundays, but where the employee does not work on Sundays.

D. Special rules - working hours

The rules for the location of the work, cf. letter C, do not apply in the week before Christmas, Easter and Pentecost Saturday and for a sale of 14 days' duration.

The rules for the location of the work, cf. letter C, also do not apply in the following situations:

- Sale of automobiles
- Sales from shops on campsites
- Sale of pleasure boats, caravans, tents and camping equipment
- Sale of plants, flowers, wreaths, and horticultural goods
- Sale of livestock

- Sale of goods from zoos
- Sales from amusement parks
- Sales from shops in connection with exhibitions
- Sales from service facilities located on the motorway network
- Sales from shops in station buildings
- Sales from shops at airports and traffic centres
- Sales from shops at port areas
- Sales from bakeries that are open on Sundays
- Sales from shops on ships sailing international waters
- Sales from assortment shops, cf. the Shop Hours Act from 1994

E. Breaks

The employee is entitled to a break of at least 1/2 hour when working hours exceed 5 hours. The daily time for breaks may not exceed 1 hour, but this limit is raised to 1½ hour on days where the daily working time exceeds 7.5 hours excluding breaks.

On Saturdays with closing time at 14:00 and other days of similar length, it can be agreed locally that no break is taken.

F. Changes in the work schedule

The work schedule can be changed continuously with 4 weeks' notice, but this must occur in such a way that the employee always knows his or her work schedule at least 16 weeks in advance.

In cases where the employee cannot accept the notified change in working hours in the event of significant changes, reference is made to the provisions of the Salaried Employees Act.

For non-salaried employees, changes that are significant to the individual employee must be notified in accordance with Section 24, subsection 2.

By agreement between the employee and the company, rules on notification of working hours may be deviated from.

Subsection 2 Public holidays

A. Public holiday reduction

For weeks with public holidays the working hours of the individual employee are reduced by a number of hours for each public holiday (New Year's Day, Maundy Thursday, Good Friday, Easter Day, Easter Monday, Great Prayer Day, Ascension Day, Pentecost, 2nd Pentecost, Christmas Day, Boxing Day, Constitution Day and Christmas Eve).

The reduction takes place in relation to the employee's average weekly working hours, so that for employees with average weekly working hours of:

- over 10 hours the reduction is 3.5 hours
- over 20 hours the reduction is 4.5 hours
- over 25 hours the reduction is 5.5 hours
- over 30 hours the reduction is 7.0 hours
- 37 hours the reduction is 7.5 hours

per public holiday, Constitution Day or Christmas Eve in the week or planning period in question.

If the store closes earlier than usual on New Year's Eve, the working hours of the individual employee must be reduced by the number of hours that the store may close earlier than usual on this day of the week.

B. Agreement on transfer of reduction hours

If the employee so wishes, a written agreement can be entered into with the company that the reduction hours are transferred to the coming planning period in the ratio 1:1. The provision must be made in such a way that the employee has access to the balance, for example by stating the balance on the payslip.

The reduction must be given for whole days, unless otherwise agreed.

Provision for reserved reduction hours is made by agreement between the company and the employee.

In the event of resignation, no reduction hours are paid in the ratio 1:1, with addition of pension, free choice and holiday allowance.

An agreement can only be entered into on the transfer of reduction hours with employees with at least 3 months' seniority.

C. Holiday reduction for flex workers

With regard to the reduction of working hours for flex job employees, reference is made to the agreement on public holiday rules for flex job employees, cf. subsection 8.

Subsection 3 Illness and holidays

Free time that is not used due to illness or holiday does not entitle to free time at another time.

Subsection 4 Working hours, temporary assistants and temporary staff

For temporary assistants and substitutes who are accepted for a period of not more than 1 month, cf. Section 2, subsection 4 of the Salaried Employees Act, the following applies:

Unless otherwise agreed in advance, payment is made for at least 4 hours daily.

Weekly public holidays are paid in cases where these fall within the agreed working hours.

Subsection 5 Advance time allowance

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

	1 March 2021	1 March 2022	1 March 2023
Weekdays 18:00-06:00	DKK 28.08	DKK 28.53	DKK 28.99
Saturdays 15:00-24:00	DKK 48.89	DKK 49.67	DKK 50.46
Sundays and public holidays 00:00 - 24:00	DKK 58.60	DKK 59.54	DKK 60.49

The supplement is not granted for overtime and days off, and quarter hours are included when the supplement is paid.

For young people under 18 and students, the supplement is half of the above rates.

For young people under the age of 25 who are employed for a maximum of 15 hours per week and who are completing a state-recognised full-time education, the supplements are also half of the above rates, provided that there is no upward shift in the individual company in employment of this group in relation to the previous employment in the company. If the employment for the individual exceeds 15 hours per week, full rates are paid for all hours.

However, full advance allowances are paid for adult students who start the training after the age of 25.

Supplements are not granted, however, for flexitime schemes, where the flexitime interval is set so that it extends beyond the time period of 06:00 to 17:45, as well as to persons who are specially hired to work at certain times outside the working hours applicable in the company.

Subsection 6 Overtime work

It is agreed between the parties that overtime must be limited as much as possible with due regard for the company's needs.

Overtime pay is only paid when the work has been carried out by order of the company or its deputy at the workplace. Overtime must, as far as possible, be notified no later than the day before. For notified overtime, of which no part is carried out, and which has not been notified no later than 4 hours before the overtime should have been initiated, 1 hourly wage + 50 percent is paid.

A. Payment - overtime

Overtime for which a supplement may be required, cf. Section 1, subsection 1 is calculated as hourly wage + 50 percent for the first 3 overtime hours and thereafter, as well as for all overtime on Sundays and public holidays, 100 percent.

If the employee is called to overtime without prior notice after the employee has left the company at the end of normal working hours, the overtime supplement amounts to 100 percent.

The hourly wage is calculated as the employee's total monthly wage divided by 160.33.

When overtime takes place, the payment is calculated from the point of the beginning of the overtime, cf. the first paragraph. Overtime performed between 24:00 and 06:00 is compensated by hourly wage + 100 percent.

Half hours are counted.

B. Time off

If the employee wants it, and the company accepts it, overtime can be compensated with time off so that 50 percent hours are compensated with 1½ hour of free time, and 100 percent hours are compensated with 2 hours for each overtime hour.

Time off is agreed between the company and the individual employee with usually 1 week's notice. Time off must, as far as possible, be given as full or half days off and be completed within 2 months after the overtime has been completed.

If the employee reports ill to the company before the start of normal working hours on the day on which the agreed time off should have taken place, the illness is considered an obstacle to the time off. If several days' leave is planned, the time off hindrance also applies to illness on subsequent days off.

Subsection 7 Flexible working hours

The provisions of this section do not prevent flexible time arrangements from being agreed.

Subsection 8 Agreement on public holiday rules for flex job employees

1. Flex job established in accordance with the rules before 1 January 2013

The reduction is made in relation to the employee's actual working hours, in relation to a 37-hour full-time position. There will thus be a proportional reduction of the public holiday reduction for full-time employees of 7.50 hours per public holiday day

For example, flex jobbers employed to work 15 hours a week:

$15/37 \times 7.5 = 3.04$ hours per public holiday day.

2. Flex job established in accordance with the rules after 1 January 2013

The reduction is granted in accordance with the actual working hours agreed between the company and the individual employee, which is why there must be no reduction for reduced intensity. The reduction is granted in accordance with the current schedule for part-time employees, cf. Section 1, subsection 2.

4. Minutes regarding e-shops and call centres

Employees engaged in telephone or electronic customer service (sales-related tasks) in call centres and e-shops , follow the rules in Minutes 3 regarding shops with retail sales.

5. Minutes concerning pension

Subsection 1 Employees who are covered

The pension scheme applies to employees covered by the agreement entered into between the parties.

Employees with at least 3 months of uninterrupted employment are covered by this scheme from the age of 18. The seniority requirement lapses for employees who at the time of employment are covered by this pension scheme from previous employment within the area of the collective agreement or from their previous employment relationship are covered by another occupational pension scheme.

For pensionable employees who are employed in fixed-term temporary positions of up to 3 months' duration, the pension contribution is paid in cash.

With regard to students in vocational training, reference is made to Section 27.

Subsection 2 Early retirees, old-age pensioners, etc.

If the employee is still in employment after the current state pension age, the company is obliged to pay an amount corresponding to the company's pension contribution until the employee resigns.

It is agreed between the employee and the company whether the amount should be paid to the employee as wage or whether the amount should continue to be paid into the pension scheme as pension contribution.

The same rule applies to employees who for other reasons receive pension payments, for example early retirees and employees who receive supplementary early retirement pension.

The organisations recommend that employees who are covered by the above provision contact the pension company for guidance.

Subsection 3 Pension contributions

The pension contribution amounts to 12.99% of the holiday-eligible salary plus holiday pay and free choice account.

The contributions are allocated as follows:

Employers' contributions	Employee contributions	Total
8.66%	4.33%	12.99%

The employee can increase his or her contribution to the pension scheme.

Subsection 4 Insurance cover

The benefit pattern (insurance cover) must reflect the pension scheme in PensionDanmark. Insurance cover that is outside PensionDanmark's benefit pattern cannot occur.

At present, the insurance cover is with PensionDanmark

- Sum on death
- Early retirement pension/disability pension
- Critical illness
- Health care scheme

The savings must include a lifelong old-age pension (annuity) or instalment pension. Custody insurance is mandatory.

Subsection 5 Pension companies

The pension scheme must be established for the individual employee or individual company's employees in one of the following pension insurance companies:

- Pension for salaried employees PFF
- PFA
- Nordea Liv og Pension
- AP Pension
- Danica
- Topdanmark
- PensionDanmark

In connection with the choice of pension provider, offers must be taken from at least one occupational pension company.

The choice of pension provider for the individual company is made by the employer after discussion with the employees. If at least 50% of the employees want a supplier other than the one proposed by the employer, the employees' wishes must be followed.

Costs for changing pension provider must not be borne by the employees in any way, and any inconvenience to the employees must be kept to a minimum.

For the employees in the individual company, a total pension provider must be chosen from among the designated companies. However, agreements already entered into are respected where 2 or more suppliers may have been selected.

Employees who later join the pension scheme join the pension insurance company chosen for the company.

The choice of a new pension provider can only be made if at least 75% of the pensionable employees so wish. This also applies in cases where the desire for a new pension provider comes from the company.

No health requirements may be set for admission in connection with the mandatory elements of the pension scheme. However, the pension insurance companies are entitled, if the employee receives a medium or highest early retirement pension in connection with admission, to set up special time-limited clauses, which means that the employee is not covered by the pension insurance's invalidity elements, including premium exemption in the event of loss of earning capacity.

The pension scheme cannot be repurchased/bought back unless the parties to the agreement approve this.

The chosen pension insurance company must, when establishing a new pension scheme, send a guarantee statement to the parties to the agreement.

In the guarantee statement, the pension insurance company guarantees that the pension insurance company will comply with the provisions and preconditions of the agreement at all times and in all respects.

The declaration of guarantee must also contain information about the company in question, the name of the agreement and the date of change.

The guarantee statement must be available before switching to the pension insurance company.

Pension schemes for the individual company or for the individual employee entered into before 1 March 1993 will replace this agreement if it is documented to HK Privat that a pension contribution is made that at all times at least corresponds to the collective agreement and pension benefits at least equivalent to the mandatory elements mentioned in point 6.

HK Privat can at any time receive documentation of the content and preconditions for all parts of the pension schemes that replace occupational pension schemes

Subsection 6 Company pension scheme

Newly admitted members of GLS-A, who have established a company pension scheme prior to enrolment, may demand that the existing company pension scheme for the employees employed at the time of enrolment take the place of payment to the agreed pension scheme.

The contribution to the company pension scheme must at all times at least correspond to the collective agreement contributions.

The company pension scheme cannot be extended to employees who are employed after the company has registered with GLS-A. For these employees, the collective pension contributions are paid in accordance with the provisions of the collective agreement.

It is a prerequisite for the continuation of a company pension scheme that it have existed for 3 years prior to the company joining GLS-A. A list of names of the affected employees is prepared, which is sent to the federation immediately after joining GLS-A.

Subsection 7 Phasing in of pension

Newly enrolled members of GLS-A who, prior to enrolment, have not established a pension scheme for employees or who for these employees have a pension scheme with a lower pension contribution, may demand that the contribution be determined as follows:

- From the date of the company's membership of the employers' association, 25% of the pension contribution applicable at that time is paid.
- Within one year of joining the employers' association, the pension contribution shall be increased to 50% of the pension contribution applicable at that time.
- 2 years after joining the employers' association, the pension contribution shall be increased to 75% of the pension contribution applicable at that time.
- 3 years after joining the employers' association, the pension contribution shall be increased to the current pension contribution agreed in the Agreement.

If the collective agreement contributions are increased within the period, the company's contribution must be increased proportionately, so that the abovementioned share of the collective agreement contributions is paid into a pension at all times.

The parties agree on the following, applicable to employment relationships covered by agreements entered into between the parties.

Subsection 8 Employees in flex jobs

The Parties agree to derogate from the mandatory provisions of the collective agreements relating to a specific pension scheme for persons employed in a flex job that is entitled to a grant in the following ways:

Employees who are employed in a subsidized flex job and who at the time of employment are covered by/a member of one or more pension schemes established by collective agreement, must have the pension contribution paid into a pension scheme to which contributions have been paid previously.

In cases where the employer by mistake pays the pension contribution to PensionDanmark for an employee with a previous pension scheme, cf. the above section, it has been agreed with PensionDanmark that PensionDanmark will contact and cause to transfer the already paid pension contributions to the previous pension scheme, so that the employer in that case is held indemnified.

If no pension contribution has previously been paid by the employee, the pension contribution must be paid into a pension scheme specified in the collective agreement applicable to the employment relationship. In that case, the pension scheme must be given separate notice of the employment relationship for the employee.

6. Minutes on conversion and escalation of free choice account

Conversion and escalation of free choice account.

1. Newly acquired member companies which have not established a free-choice account or equivalent scheme before joining, or which have a free-choice account or equivalent scheme with lower contributions, may enter the freely chosen account of the Agreement in accordance with the following rules.
2. Companies may deduct from the employee's wage the contribution applicable at the time of joining, net of 4.0%.
3. From the time of registration of joining, companies are obliged to pay contributions to the free-choice account, net of 4.0%, as well as contributions under the following escalation scheme. If the company does not want escalation, the full contribution is paid.
4. In the case of the 4.0%, newly joined members may be required to escalate as follows:
 - Not later than the date of joining, the company must pay 1.0% in contributions to the free choice account.
 - Within 1 year after, the company must pay 2.0% in contributions.
 - Within 2 years after, the company must pay 3.0% in contributions.
 - Within 3 years after, the company must pay 4.0% in contributions.

The scheme of increases cannot be used to reduce existing contributions.

5. Any free choice account or equivalent scheme that existed at the time of enrolment will cease and be replaced by the free choice account of the Agreement.

7. Minutes on agreement on employment on special terms for employees with reduced working capacity

For employees who have difficulty gaining a connection to the labour market and who either permanently or temporarily have a reduced ability to work, it is possible to agree on working conditions locally at the individual workplace, including reduced working hours and/or lower wages, which deviate from what is otherwise set out in the applicable provisions of this Agreement.

An agreement on employment on special terms is entered into between the company, the employee and the union representative. If a union representative has not been elected, the agreement is entered into with the local HK Privat branch.

8. Minutes on cooperation in companies on green conversion, etc.

The Parties recognize that companies are facing radical changes in connection with the green transition, with a changing labour market, with the introduction of new technology and with later retirement.

The many new challenges increase the need for collaboration at all levels between managers and employees and at all types of companies. The Parties agree on the appropriateness of involving employees in maintaining and developing the companies' adaptability and innovation capacity, including, among other things, by discussing the need for new competencies and ongoing retraining. The introduction of new technology leads to an increased focus on continuing training and readiness for change.

In order for companies to be well equipped also to take advantage of the opportunities in the green transition, including the potential of the green transition in a global market, the need increases for the company's employees continuously to be at the forefront of the challenges posed by new tasks. Ambitious climate goals presuppose the use and development of new technology, which is crucial for the company's competitiveness, employment, working environment and job satisfaction.

In all types of companies, with or without elected employee representatives and collaboration bodies, it will be natural to ensure a dialogue and exchange of ideas about these challenges between management and employees and, subsequently, determine how collaboration will take place in the future.

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