

Horticulture and plant nurseries 2021-2024

Agreement between GLS-A and 3F The Green Sector



2021 - 2024

Horticulture and plant nurseries

Agreement

Between

GLS-A

and

**Fagligt Fælles Forbund/United Federation of Danish
Workers (3F)**

1 March 2021

THE AGREEMENT HAS BEEN CONCLUDED BETWEEN:

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and

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PREFACE

With effect from 1 March 2021, this Agreement between GLS-A and 3F Den Grønne Gruppe will replace the agreement between the Parties hitherto in force.

It is the intention of the Parties to the Agreement – including in consideration of the possibilities for implementing EU directives – to achieve maximum spread of collective agreement coverage within the scope of the collective agreement.

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

CHAPTER 1 SCOPE OF THE AGREEMENT

§ 1. Scope of the Agreement

The Agreement covers all kinds of work that usually occurs in horticulture and plant nurseries. Packing in horticulture is considered horticultural work and falls under this Agreement.

§ 2. Landscaping work

Green landscaping work means the construction, operation, service and maintenance of green spaces. The following covers employees engaged primarily in green landscaping work.

Job description/job title must appear on the employment certificate, e.g. that the employee is employed as a landscape gardener or landscape gardening worker.

For green landscaping work, the Parties mutually agree to the following provisions in the current Landscape Gardener Agreement between Danske Anlægsgartnere (DAG) and 3F Den Grønne Gruppe regarding wages, piecework, etc. With regard to the Landscape Gardener Agreement 2020 - 2023 between DAG and 3F, this involves the following provisions:

Section 13	Hourly wages
Section 14	Team foremen
Section 22(1-5)	Overtime work
Sections 23-25	Snow removal and anti-slip measures and on-call duty*
Sections 36-38	Driving limits and driving allowance*
Section 44	Injury
Section 45 (1-6)	Sickness
Section 47	Sick child
Sections 52-54	Maternity and adoption
Section 65	Rest area
Section 66	Vehicle as rest area
Section 68	Shelter money

The rules on piecework (protocols F and customary piecework time).

*Refer to protocol C regarding conclusion of local agreements.

The normal working hours can be Monday to Friday between 6:00 a.m. - 5:00 p.m.

Otherwise, the provisions of the horticultural and plant nursery agreement apply.

§ 3. Other work

In cases where an employer covered by this Agreement has work carried out under another professional horticultural collective agreement area, remuneration is paid in accordance with the agreements applicable to the area in question. For green landscaping work, see Section 2.

§ 4. Newly admitted companies

Subsection 1 Admission of companies with a special agreement

When an employer bound by a special agreement with the federation joins GLS-A no later than 30 November 2021, 30 November 2022 or 30 November 2023, GLS-A is entitled to give notice to terminate this special agreement for termination at 3 months' notice to a 1 March, however, so that applicable wages are not adversely affected.

Subsection 2 Admission of companies without a collective agreement

Companies which, at the time of their admission to GLS-A, have no agreement with 3F, are covered by this Agreement from the time of admission.

CHAPTER 2 EMPLOYMENT

§ 5. Certificates of employment

The employer has a duty to provide written information about the employment relationship to the employee, cf. Act no. 240 of 17 March 2010.

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

§ 6. Employment on terms similar to a salaried position

An agreement on employment can be concluded on terms similar to a salaried position. See the protocol in Chapter 21.

CHAPTER 3 WORKING HOURS

§ 7. Weekly working hours

Subsection 1 Weekly working hours

The weekly work time is 37 hours.

Subsection 2 Part-time employment

An agreement can be made on part-time employment.

§ 8. Planning of working hours

Subsection 1 Planning of working hours

Working hours can be planned as:

- normal 37 hour working week,
- variable weekly working hours,
- double week (up to 74 hours in 14 days),
- other (part-time, staggered time, team operation, etc.).

Subsection 2 Working hours in a normal 37-hour working week

Working hours are set Monday to Friday between 6:00 a.m. and 6:00 p.m., and Saturday between 6:00 a.m. - 12:30 p.m.

If the daily working hours are to end in the period 4:30 – 6:00 p.m., this must be notified at least 7 days in advance. When working on Saturdays, the work must end no later than 12:30 p.m.

The meal break must not exceed 1 hour. For 4 hours of uninterrupted work, access is given to 15-minute breaks by local agreement.

The planning of working hours is determined by the company after discussion with the employees, and taking into account the company's interests and on the basis of the existing agreement. Through their organisation, employees can complain in accordance with rules for dealing with industrial disputes in cases where they believe that failure to take their wishes into account cannot be sufficiently justified in the interests of the company.

Saturday work can be performed to the extent necessary. Where possible, taking into account the interests of the company, the organisations recommend that the individual employee can take every other Saturday off work.

Continuous overtime must not take place.

Subsection 3 Working time in retail

In retail plant nurseries working hours can be planned to cover all days of the week. For work outside daily normal working hours on weekdays, supplements are paid, cf. Section 14.

The organisations recommend making efforts to ensure that employees are able to take every third Saturday off work during the season.

Subsection 4 Agreement on variable weekly working hours

An agreement can be made locally between the employer and an individual or a group of employees that the weekly working hours may vary so that the average within a period of no more than 26 weeks does not exceed 37 hours. However, the working hours must not exceed 45 hours in a single week. Working time must be set out in a work plan which must continuously cover at least 3 weeks.

Working hours are planned in consideration of the interests of the company and as far as possible in consideration of employees with children living at home.

Working hours can be placed between 6:00 a.m. and 6:00 p.m. If, during a specified period with variable weekly working hours, working hours fall on a Saturday, these hours are settled as for overtime on weekdays, cf. Section 22(1).

The agreement on variable weekly working hours is concluded with the union representative. In companies where a union representative has not been elected, employees have the opportunity to involve the federation's local branch. Lack of agreement can be the subject of a discussion between the organisations.

To the extent that agreement cannot be reached locally, the matter can be handed over to the organisations for industrial dispute procedure and no new working hours can take effect until the industrial dispute procedure has been completed.

Subsection 5 Double week

The working hours can, after discussion with the employees and taking into account the interests of the company, be planned with up to 74 hours over a two-week period Monday to Friday between 6:00 a.m. and 6:00 p.m., and Saturdays between 6:00 a.m. and 2:00 pm.

In this case, working hours must be planned in such a way that the employee is guaranteed two non-working weekdays within the two-week period, one of which must be a Saturday.

Subsection 6 Flexitime

Subject to local agreement flexitime agreements can be entered into.

Agreements on flexitime are concluded with the union representative. At companies where no trade union representative has been elected, employees have the opportunity to involve the local 3F branch.

When introducing flexitime, a fixed time and a flexitime are determined. Flexitime can be planned within the working time framework of the Agreement.

A maximum excess of 74 hours and a maximum deficit of 37 can accumulate in the flexitime account, unless otherwise agreed locally.

Working time shall be regularly recorded.

Ordered overtime triggers overtime pay in accordance with the relevant rules of the Agreement.

The flexitime agreement is concluded and terminated in accordance with the rules for local agreements.

Requests for the introduction of flexitime may not be the subject of industrial dispute procedure.

Subsection 7 Local agreements on working hours deviating from the collective agreement

By local agreement between the company and the local 3F branch, it is permitted to supplement and deviate from the working time regulations in accordance with the guidelines in Section 50.

CHAPTER 4 WAGES AND SUPPLEMENTS

§ 9. Hourly wage

a. Skilled horticulturalists

	Hourly wage	General function supplement	Hourly wage including supplement
as of 1 March 2021	DKK 146.42	DKK 7.20	DKK 153.62
as of 1 March 2022	DKK 149.62	DKK 7.20	DKK 156.82
as of 1 March 2023	DKK 152.77	DKK 7.20	DKK 159.97

Horticultural workers who within the last 6 years have been employed in greenhouse production full time for 3 years or equivalent part time, and who have obtained a diploma corresponding to 20 weeks of industry-relevant training incl. course on plant protection in horticulture (spraying certificate). Industry-relevant training also includes AMU training in the production, care and maintenance of vegetable and ornamental plants, including operation and maintenance of machinery and technical installations in greenhouses.

	Hourly wage	General function supplement	Hourly wage including supplement
as of 1 March 2021	DKK 146.42	DKK 7.20	DKK 153.62
as of 1 March 2022	DKK 149.62	DKK 7.20	DKK 156.82
as of 1 March 2023	DKK 152.77	DKK 7.20	DKK 159.97

Plant nursery workers who, within the last 6 years, have been employed full-time for 3 years or equivalent part-time, and who have obtained a diploma corresponding to 20 weeks of industry-relevant training incl. courses on plant protection in horticulture (spraying certificate). Industry-relevant training also includes AMU training on the production of plant nursery cultures as well as the operation and maintenance of machines and technical installations at plant nurseries.

	Hourly wage	General function supplement	Hourly wage including supplement
as of 1 March 2021	DKK 146.42	DKK 7.20	DKK 153.62
as of 1 March 2022	DKK 149.62	DKK 7.20	DKK 156.82
as of 1 March 2023	DKK 152.77	DKK 7.20	DKK 159.97

Employees who per 1 March 2008 have received wages as a skilled worker in accordance with the current rules, retain the right for this.

If there are changes in the training offered, negotiations can be concluded between the organisations to change the above-mentioned training requirements.

b. Trained horticultural workers

	Hourly wage	General function supplement	Hourly wage including supplement
as of 1 March 2021	DKK 144.37	DKK 7.20	DKK 151.57
as of 1 March 2022	DKK 147.57	DKK 7.20	DKK 154.77
as of 1 March 2023	DKK 150.72	DKK 7.20	DKK 157.92

Employees who:

- perform professional work such as pruning, propagation, sowing, potting and removal of plants, and have obtained course certificates corresponding to 10 weeks of industry-relevant AMU training regarding production, care and cultivation of vegetable and ornamental plants in greenhouses or
- have completed the training as a greenhouse gardener assistant.

Trained plant nursery workers

	Hourly wage	General function supplement	Hourly wage including supplement
as of 1 March 2021	DKK 144.37	DKK 7.20	DKK 151.57
as of 1 March 2022	DKK 147.57	DKK 7.20	DKK 154.77
as of 1 March 2023	DKK 150.72	DKK 7.20	DKK 157.92

Employees who:

- perform professional work such as grafting, budding, pruning, sowing, harvesting, propagation and plant dispatch, and have obtained course certificates equivalent to 10 weeks of industry-relevant AMU training in the production of plant nursery crops.

Employees who per 1 March 2008 have received salary as apprenticed in accordance with the current rules, retain the right to do so.

c. Qualified horticultural/plant nursery workers

	Hourly wage	General function supplement	Hourly wage including supplement
as of 1 March 2021	DKK 142.77	DKK 7.20	DKK 149.97
as of 1 March 2022	DKK 145.97	DKK 7.20	DKK 153.17
as of 1 March 2023	DKK 149.12	DKK 7.20	DKK 156.32

Employees who have:

- worked in the same horticulture/plant nursery uninterrupted for 1 year or 16 months (in total) within 2 years or
- have been employed in horticulture/plant nursery for 9 months and have obtained course certificates corresponding to 5 weeks of industry-relevant AMU training within the greenhouse and plant nursery area or
- have completed basic vocational training in horticulture.

d. Other horticulture and plant nursery workers

	Hourly wage	General function supplement	Hourly wage including supplement
as of 1 March 2021	DKK 141.91	DKK 7.20	DKK 149.11
as of 1 March 2022	DKK 145.11	DKK 7.20	DKK 152.31
as of 1 March 2023	DKK 148.26	DKK 7.20	DKK 155.46

§ 10. Local wages

Subsection 1 Hourly wage with local wage

Local wage agreements can be concluded at the company under this provision.

Local wages may be up to:

as of 1 March 2021	DKK 1.00 per hour
as of 1 March 2022	DKK 1.50 per hour
as of 1 March 2023	DKK 2.00 per hour

In companies where a local wage agreement has been concluded, the normal hourly wage is reduced accordingly. The basis for calculating overtime is unchanged.

Local wage can be established for all employees or groups of employees. Vocational training students, foreign trainees and young workers cannot be covered by a local wage agreement.

The agreement shall be concluded with the trade union representative. In companies where no trade union representative has been elected, the agreement is concluded with the local 3F branch.

Subsection 2 Annual statement and disbursement

At the end of the collective agreement year or at the end of the agreement, the company prepares a statement of the amount of the local wage and the total of the paid local wages for the employees who during the period have been covered by the local wage agreement.

If the local wage at the time of the statement has not been paid in full, the remaining amount is divided between the employees employed per 1 March who are covered by the scheme. The distribution is made proportionally on the basis of the individually performed pay hours in the previous collective bargaining year, unless otherwise agreed locally. Payment of any outstanding amount will be made in connection with the next pay period after 1 March, unless otherwise agreed locally.

At the request of the trade union representative/local branch, the company must provide evidence that the local wage has been paid as agreed.

Subsection 3 Termination of local wage scheme

Termination of a local wage agreement can take place with a minimum of 6 months' notice to the end of a wage period.

Refer also to guidelines on local wages prepared by GLS-A and 3F.

§ 11. Part-time work

In cases where the employees are employed part-time (4 hours or less), a supplement of 91 øre per hour is paid.

If the agreed working hours are exceeded by more than 1 hour, and this has not been notified no later than the day before, DKK 72.55 will be paid for non-notification. (Per 1 March 2022 DKK 73.71 and per 1 March 2023 DKK 74.89).

§ 12. Supplement for skilled workers

A supplement of DKK 4.50 per hour is paid to skilled employees and employees equated with skilled employees.

§ 13. Seniority supplement

Subsection 1 Seniority supplement

Employees are granted a seniority supplement per hour for employment in the same company as follows:

After 1 year of uninterrupted employment.....	DKK 3.36
After 3 years of uninterrupted employment.....	DKK 4.02
After 5 years of uninterrupted employment.....	DKK 4.91

Offsetting is permitted where personal supplements are granted.

Subsection 2 Interruptions in seniority

Interruptions in continuous employment are considered not to include periods when the company has a stoppage for a shorter or longer period of time, or when the employee has been dismissed due to lack of work or the weather, when the employee, after being made aware that work can be resumed, resumes work. Employees who, after being made aware of the possibility of resuming work in the company, are released from other work in compliance with the necessary notices, do not forfeit the right to seniority supplement.

Holiday and sickness periods in which unemployment benefits are paid are included in seniority.

§ 14. Supplementary payment in retail

For work within normal weekly working hours of 37 hours, payment is made, cf. Section 8(3), of the following supplement per hour:

Weekdays 6:00-10:00 p.m.	
as of 1 March 2021	DKK 29.17
as of 1 March 2022	DKK 30.11
as of 1 March 2023	DKK 30.59
Saturdays 12:30 - 8:00 p.m.	
as of 1 March 2021	DKK 48.12
as of 1 March 2022	DKK 49.67
as of 1 March 2023	DKK 50.46
Sundays and public holidays 08.00 - 6:00 p.m.	
as of 1 March 2021	DKK 57.68
as of 1 March 2022	DKK 59.54
as of 1 March 2023	DKK 60.50

For students in vocational training, 75% of the above rates are paid.

For young workers, the following percentage of the rates is paid:

17 year-olds	75%
16 year-olds	65%
Under 16 years	50%

§ 15. Young workers

Young workers' wages are calculated at the D wage excl. general function supplement.

17 year-olds, 75%, per hour	
as of 1 March 2021	DKK 106.43
as of 1 March 2022	DKK 108.83
as of 1 March 2023	DKK 111.20

16 year-olds, 65% per hour	
as of 1 March 2021	DKK 92.24
as of 1 March 2022	DKK 94.32
as of 1 March 2023	DKK 96.37

Under 16 years, 50% per hour	
as of 1 March 2021	DKK 70.96
as of 1 March 2022	DKK 72.56
as of 1 March 2023	DKK 74.13

§ 16. Foremen

Working foremen are paid by agreement with an extra supplement of not less than DKK 418.20 per week, as long as they function as such. Per 1 March 2022, the supplement will increase to at least DKK 424.89 and on 1 March 2023 to at least DKK 431.69.

§ 17. Tiller, truck and blower supplements

Subsection 1 Truck

Permanent truck drivers receive, for the time driven, a supplement per hour of:

as of 1 March 2021	DKK 8.26
as of 1 March 2022	DKK 8.39
as of 1 March 2023	DKK 8.52

Subsection 2 Tillers

When working with tillers, a supplement is paid per hour of:

as of 1 March 2021	DKK 5.08
as of 1 March 2022	DKK 5.16
as of 1 March 2023	DKK 5.24

However, this supplement is not granted when working with tractor tiller or when working with motor tilling machines where the employee is sitting on the machine.

Subsection 3 Blower supplement

When working with cleaners with blowers, a supplement is paid to the tractor driver and to the employee who is on the blower per hour of:

as of 1 March 2021	DKK 8.26
as of 1 March 2022	DKK 8.39
as of 1 March 2023	DKK 8.52

§ 18. Piecework and other productivity-enhancing wage systems

Subsection 1 Piecework

The Parties to the Agreement consider it desirable to use piecework or other productivity-enhancing wage systems which are adapted locally to the specific circumstances of each company.

Subsection 2 Resignation during piecework

If an employee covered by piecework or other productivity-enhancing wage systems is dismissed for reasons considered unforeseeable, he or she retains the right to a proportionate share of any piecework surplus or share of productivity-enhancing pay. The same applies where the employee leaves his or her job after giving notice of termination, cf. Section 39.

Subsection 3 Wasted time

For the time that, through no fault of his own, is inevitably wasted for an employee performing piecework due to the lack of timely requisitioned materials, the employee is paid if the employee is not put to other work – for which other payment is fixed – at a rate equivalent to his average piecework earnings in the previous quarter.

Subsection 4 Hourly rate

When concluding local piecework agreements, the hourly wage cannot be reduced (calculated by the piecework agreement period or the pay period).

Subsection 5 Assistance from the organisations

Such wage systems may be disseminated with the technical assistance of the organisations.

§ 19. Guidelines for concluding local piecework agreements

It can be agreed locally that the work, or parts thereof, is carried out in piecework.

Such an agreement must be in writing and signed by both the employer or his representative and the union representative. Where there is no union representative, everyone covered by the agreement must sign.

The agreement must contain pricing and conditions for the execution of the work both quantitatively and qualitatively.

If there is disagreement about the content of a piecework agreement, the organisations' wage consultants can, at the request of each of the Parties, contribute to resolving this.

When the weather completely stops piecework, the employees switch to hourly-paid work, if this can be assigned.

Unforeseen obstacles to piecework must be reported to the employer as soon as possible, if the piecework participants want to claim a collectively agreed hourly wage for this.

Random work that is closely related to the piecework and other less random work on the site must be performed by the piecework participants for normal hourly wages when no other employees are present.

The piecework participants have the right and duty to complete any piecework started if they are able to complete it qualitatively correctly within the period during which the work can be performed.

Department foremen who participate in piecework receive supplements in accordance with Section 16 of the agreement on foremen. The same applies to other employees who have personal supplements.

The normal hourly wage is paid on-account, cf. Section 21 of the collective agreement.

The Parties can conclude an agreement when the employees work in deficit, i.e. if they do not earn the hourly wage, and when the piecework is not performed according to the preconditions for this.

Well-executed piecework is always a prerequisite.

For piecework, normal hourly wages are guaranteed.

In other respects, the provisions of the Agreement apply.

The rates employed in the piecework agreement are regulated by the same percentage (to one decimal place) as the hourly wage for qualified employees.

Students in vocational training can be included in piecework on the normal set terms.

Unless otherwise agreed, local piecework agreements can be terminated with one week's notice to the end of a pay period.

§ 20. Fixed wage agreements

Voluntary and individual fixed pay agreements may be concluded. Fixed wage means agreements where the wage includes payment for normal working hours, overtime and any work on staggered time, team operation and/or weekends.

Fixed wage agreements can only be concluded with employees who work full time and in permanent positions. Fixed-wage agreements are not suitable for wage-setting for employees employed for seasonal work.

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

The agreement must be approved by the union representative or the local 3F branch.

An employee on a fixed wage has the right to terminate the fixed wage agreement at any time. The agreement may be terminated to lapse with 1 month's notice to the end of a month. Upon termination of the agreement, the wage is reduced so that the wage corresponds to the wage for normal working hours without supplements for overtime, staggered time, team operation and/or weekends.

Disagreements over fixed wage can be addressed under the rules for handling of industrial disputes. The Parties to the Agreement agree that fixed wage agreements must never be an expression of underpayment.

§ 21. Payroll and pay period

Subsection 1 Payroll method

The wage is paid by transfer to the employee's account with a financial institution.

Subsection 2 Pay period

The pay period is usually 2 weeks.

The employer may, after local discussion, decide that the pay period shall be one month. The wage is paid no later than the last banking day of the month.

Transition from 14 days wage payment to monthly wage payment must be notified 3 months in advance.

Subsection 3 Electronic documents

Companies may, with legal tender effect, deliver pay slips and any other documents to be exchanged during or after the current employment relationship, via the electronic postal solutions that may be available, e.g. e-Boks or by e-mail.

If the companies want to use this option, the employees must be notified 3 months in advance, unless otherwise agreed. After the notice has expired, employees unable to use the electronic solution can have the relevant documents handed out by contacting the company.

CHAPTER 5 OVERTIME, STAGGERED HOURS, TEAM OPERATION, ETC.

§ 22. Overtime work

Subsection 1 Overtime pay

Overtime on weekdays is paid with a supplement of 50% of the hourly wage for the first 2 hours per day and 100% for subsequent hours. Overtime work is paid for at least half hours.

Overtime of over an hour duration is notified the day before. Compensation for failure to give notice:

as of 1 March 2021	DKK 73.57
as of 1 March 2022	DKK 74.75
as of 1 March 2023	DKK 75.95

Subsection 2 Sunday and public holiday work

Sunday and public holiday work and work on free Saturdays, performed alternately between the employees employed in the company, is paid with a supplement of 50% of the hourly wage for the first 2 hours and with a supplement of 100% of the hourly wage for the remaining hours. Employees are obliged to attend on normal time on such days, but are entitled to at least 3 consecutive hours.

By shift is meant attendance at most every other Sunday and public holiday. However, the employer may, up to twice a year, outside the stipulated shift, call on the employees 2 consecutive Sundays and public holidays against payment of the above stipulated supplement. In cases where the employees on Sundays and public holidays must work in addition to the stipulated rotation, this must be notified as early as possible, but no later than Wednesday before 4 p.m. Otherwise, an extra hourly wage is paid.

Subsection 3 Meal break

In the case of overtime of more than 1 hour, agreement is made locally for a meal break.

Subsection 4 Time off in lieu of overtime

An agreement can be made locally on time off in lieu of overtime. Time off in lieu must be taken within 6 months.

Time off in lieu takes place hour for hour, as the overtime supplement is paid when the work is carried out, while the normal hourly wage is left to be paid out when time off in lieu takes place.

Subsection 5 Sickness and time off in lieu

Sick days counteract time off in lieu, provided that the employee calls in sick before the beginning of normal working hours on the day on which the time off in lieu would have taken place. If several days of time off in lieu are planned, sick days continue to counteract subsequent days of time off in lieu.

It is a prerequisite that the employee reports the sickness in accordance with the company's rules.

§ 23. Staggered working hours

For work in horticulture and plant nurseries, including berry picking, working hours can be shifted up to 2 hours before the start of normal working hours and/or 2 hours after the end of normal working hours.

For the hours before or after the company's normal working hours, a supplement is paid in the morning of:

as of 1 March 2021	DKK 40.86
as of 1 March 2022	DKK 41.51
as of 1 March 2023	DKK 42.17

and in the evening	
as of 1 March 2021	DKK 22.96
as of 1 March 2022	DKK 23.33
as of 1 March 2023	DKK 23.70

§ 24. Team operation work

The collective agreement "Work in Team Operation" between GLS-A and 3F is valid for this Agreement.

§ 25. On-call duty

For agreements on on-call duty concluded after 1 March 2018, the following applies:

If the company wishes to make use of a mandatory on-call duty scheme, a local agreement must be concluded with the union representative. In companies where a union representative has not been elected, the federation's local branch is involved in the discussions.

Lack of agreement can be the subject of a discussion between the organisations.

CHAPTER 6 PUBLIC HOLIDAY AND DAYS OFF ACCOUNT AND FREE CHOICE ACCOUNT

§ 26. Public holiday and days off account (SH account)

Public holiday payment and payment for 5 special holidays are saved, cf. Section 28, per year as well as for collectively agreed rest days, cf. Section 29, in a special SH account.

Subsection 1 Savings

The public holiday payment amounts to 6.75% of the employee's holiday pay entitlement, as well as of pay during sickness/injury.

Holiday allowance of the public holidays and rest day payment are included in the amount.

Subsection 2 Payment

The deposited savings are paid out partly as an advance amount in connection with the individual public holiday, special holiday or collectively agreed rest day and partly as a residual payment.

Subsection 3 Advance

The advance amounts constitute the employee's usual wage. However, the employee is not entitled to payment of larger amounts than in his or her public holiday account at any given time. The company and the employee can agree on other advance amounts.

The normal wage is the hourly rate, including fixed allowances, but excluding inconvenience allowances, which the employee would have received if he or she was at work on the day in question.

The advance amounts are paid on New Year's Day, Maundy Thursday, Good Friday, Easter Monday, 2nd Pentecost Day, Big Prayer Day, Ascension Day and 1st and 2nd Christmas Day.

The advance amounts are paid on public holidays etc. falling on weekdays when the employee would have been at work and where the normal working hours are shortened as a result.

Furthermore, the advance amounts are paid upon settlement of the collectively agreed rest days and special holidays. On Constitution Day, half the advance amount is paid.

Subsection 4 Payment of advance

Payment of advance amounts takes place at the same time as the pay for the pay period in which the public holiday(s) or rest day(s) occur. If the holiday or closure prevents payment at this time, the advance amounts will be paid on the next payday.

Subsection 5 Balances

The public holiday account is calculated each year at the end of the pay period closest to 31 December. Any surplus in the public holiday account will be paid out together with the last wage payment in December and at the latest together with the first wage payment in January.

Advance amounts for 1 January are included in the public holiday account for the previous calendar year.

Subsection 6 Resignation

In the event of resignation from the company, any excess in the public holiday account is settled. In the event of termination of employment, any deficit in the public holiday account may be offset against receivable wages.

Subsection 7 Work on a public holiday

If work is done on a public holiday, the employee is entitled to an advance amount as well as the collectively agreed payment for work on a public holiday.

Subsection 8 Employees employed on a monthly salary or on terms comparable to a salaried position

If there is no deduction from pay on public holidays and rest days – for example, for employees on monthly salaries or employees employed on terms comparable to a salaried position – the savings to the public holiday account will lapse.

Subsection 9 Death

In the event of death, the saved public holiday account accrues to the deceased's estate.

Subsection 10 Weekly and monthly paid students

Students who receive weekly or monthly pay are not covered by the above rules. Instead, these students receive usual weekly or monthly pay during paid periods with accrued rest days and public holidays, etc.

§ 27. Free-choice account

Subsection 1 Contributions

Employees save contributions to a free choice account of the holiday-entitled pay. The contribution shall be:

as of 1 March 20215%
as of 1 March 20226%
as of 1 March 20237%

Holiday allowance is included in the savings.

Subsection 2 Intended use

During the employment relationship, the savings in the free-choice account can be used for:

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

If the employee wishes to have all or part of the amount paid into his pension scheme, the employee must notify the employer in writing by 1 December.

The union representative may locally agree on other elements of free choice, including paid free time for additional absences and care conditions beyond 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 is paid on an ongoing basis together with the wage. It is a prerequisite for this that the company can document that the employee has been encouraged to make a choice.

In the ongoing payment, the amount paid must be shown separately in the pay slip.

Subsection 4 Annual statement

The free-choice account is calculated each year at the end of the pay period which is closest to 31 December. Any excess in the free-choice account will be paid together with the last wage payment in December and at latest together with the first wage payment in January.

Subsection 5 Termination of employment

At the end of the employment relationship, any surplus in the free-choice account is settled.

CHAPTER 7 SPECIAL HOLIDAYS AND HOLIDAYS

§ 28. Special holidays

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

Payment is granted from the public holiday and days off account, cf. Section 26. The day off is settled and placed taking into account the best interests of the company and, as far as possible, at the request of the individual employee.

It can be agreed locally that special holidays can be taken in hours.

The day off must be taken no later than 1 year after it is earned. The days off must be taken within the settlement period and at the latest before severance. Time off, which cannot be counted for whole days, may be paid in conjunction with severance.

If time off – justified by sickness, 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 days off may be paid.

Accumulated days off cannot be taken during the notice period.

§ 29. Collectively agreed rest days

Subsection 1 Collectively agreed rest days

In addition to the public holidays stipulated by law as well as the special holidays earned in Section 28, there are the following rest days stipulated in the collective agreement:

1 May is a rest day all day. For work on 1 May, the first 4 hours are paid with a supplement of 50% of the hourly wage and subsequent hours with a supplement of 100%.

Constitution Day is a rest day from 12:00 noon. Work after 12:00 p.m. is paid as for work on a public holiday.

24 December or 31 December is a rest day all day. Determination of the rest day takes place after discussion with the individual employee and taking into account the company's interests. The day on which work is done - either on 24 December or 31 December - the work ends no later than 12:00 noon. If taken off, the day is considered one entire holiday day.

For work when the 24th or 31st of December is a full or partial rest day, is paid as for work on a public holiday.

Payment for collectively agreed rest days is made from the public holiday and rest day account, cf. Section 26.

Subsection 2 Postponement of rest days

Subject to local agreement, free time on collectively agreed rest days may be postponed with 4 weeks' notice and replaced by free time later. Later leave is arranged in consideration of the employee's wishes and must be completed within 3 months of the original rest day.

§ 30. Holidays and holiday allowances

Subsection 1 Holidays and holiday allowances

Holidays and holiday allowance are granted in accordance with the Holidays Act. The holiday allowance is 12.5% and entitlement to 2.08 days of leave is earned for each month's employment. (For a 6-day working week, 2.5 days per month are earned).

Subsection 2 Reporting and payment of holiday pay

The agreement of 7 July 1980 on the use of holiday cards is in force with the following amendments:

In connection with each wage payment, the employer reports holiday pay to e-Income. From this point, information about holiday pay is automatically forwarded to Feriepengeinfo, which collects all information about holiday pay.

Feriepengeinfo sends a digital mail letter to the employee with information on how many days the employee benefits and at which employers.

The employee must apply for holiday pay on borger.dk. After this, Feriepengeinfo sends the application to the appropriate holiday payer (earning company).

When an employee applies for his or her holiday pay, Feriepengeinfo forwards the message to the holiday payer (earning company) which has to pay holiday pay directly to the employee. Payment of holiday pay is made by transfer to the employee's Nemkonto.

The employee is entitled to receive the holiday pay one month before the start of the holiday.

Subsection 3 Guarantee scheme

GLS-A guarantees, in the event of suspension of payments, for its members payment of holiday pay due, and 3F is obliged in such cases to help its members transfer their claim for holiday pay to GLS-A, cf. Section 8 of Act no. 686 of 20/06/2011 on the employees' guarantee fund.

Subsection 4 Guarantee release

GLS-A may at any time, with 14 calendar days' notice, release itself from its guarantee under subsection 3 of this Section for one or more of its members. Once non-retroactive notification has been made, the Feriekonto system shall apply to the company or companies covered by the notification.

Subsection 5 Carry-over of holiday

The employee and the employer may conclude an agreement that earned and unused holiday days in excess of 20 days are carried over to the following holiday period on the following terms:

- A maximum of 10 holiday days can be transferred.
- No later than the second holiday retention period after the transfer of the holiday, all holidays must be taken.
- The employee and the employer must conclude an agreement in writing before 31 December. The Parties recommend use of the organisations' holiday transfer form.

Subsection 6 Holiday in hours

A written agreement can be made locally that the holiday is 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 for 25 full days, of which non-working days which are not replacement rest days and working days are included proportionately. As far as possible, the holiday must be taken for whole weeks.

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

CHAPTER 8 OCCUPATIONAL PENSION

§ 31. Occupational pension and health care scheme

Subsection 1 Mandatory pension scheme

The company pays pensions for employees who have reached the age of 18 and who have worked for at least 3 months under an agreement between GLS-A and 3F. However, employees who can prove that they have been covered by an occupational pension scheme in connection with their previous employment relationship are covered by the pension scheme from the time of employment.

Students in vocational training who have reached the age of 18 and who have 3 months' seniority in the training are covered by the pension scheme.

Subsection 2 Pension contribution

The pension contribution constitutes 12.99% of the holiday pay plus public holiday and days off payment as well as free choice account. The employer pays 8.66% and the employee 4.33%.

It is possible for employees to increase their own contribution to the pension scheme.

The pension contribution for vocational training students is stated in the provision on vocational training students.

Subsection 3 Payment of pension contributions

The pension contribution is paid monthly to PensionDanmark. Refer to the guidelines from PensionDanmark.

Subsection 4 Increased pension contributions during maternity leave

For children born or received up to and including 1 August 2022:

During the 14 weeks of maternity leave, an additional pension contribution is paid to employees with 9 months' seniority at the expected time of birth.

The pension contribution amounts to DKK 12.75 per hour. Of this, the employer pays DKK 8.50 per hour and the employee pays DKK 4.25 per hour.

For children born or received on or after 2 August 2022:

During the 10 weeks of maternity leave and the mother's 4 weeks of earmarked parental leave, an additional pension contribution is paid to employees with 9 months' seniority at the expected time of birth.

The pension contribution amounts to DKK 12.75 per hour. Of this, the employer pays DKK 8.50 per hour and the employee pays DKK 4.25 per hour.

Subsection 5 Health care scheme

Employees are covered by a health care scheme through PensionDanmark. The scheme is financed through the pension contribution.

See also Chapter 21: Protocol on occupational pension and pension phasing-in.

CHAPTER 9 SICKNESS, ETC.

§ 32. Sickness and injury

Subsection 1 Sickness Benefit Act

In the event of incapacity for work due to sickness or accident, the rules of the Sickness Benefit Act apply.

Subsection 2 Sickness and injury occurring during working hours

If an employee falls sick or is injured during working hours, and in agreement with the employer must leave his job, he or she is paid for the day in question a wage corresponding to the earnings he or she would have had.

Subsection 3 Wages during sickness

For employees with 9 months of employment in the company within the last 24 months, the employer pays normal pay (however, a maximum of DKK 153.00 per hour) for up to 10 weeks in the event of timely reported and documented sickness. The amount contains the maximum sickness benefit rate stipulated by legislation. (The maximum rate will be raised as of 1 March 2022 to DKK 155.50 and as of 1 March 2023 to DKK 158.00).

It is a prerequisite that the employee in question is entitled to sickness benefits during the period of absence.

The above provisions do not apply to cases of sickness covered by an agreement concluded between the employer and the employee in accordance with the Sickness Benefit Act's rules on chronic or long-term sickness (section 56 of the Sickness Benefit Act).

Subsection 4 Wages in the event of injury at work

If an employee is injured in the company during working hours and must leave the workplace by agreement with the employer, the employee receives normal pay (hourly wage + any seniority supplement) during absence for up to 10 weeks, however, a maximum of DKK 153.00 per hour. (The maximum rate will be raised as of 1 March 2022 to DKK 155.50 and as of 1 March 2023 to DKK 158.00.)

Subsection 5 Relapse

In the event of a relapse due to the same sickness within 14 calendar days after the end of the previous period of absence, the employer's payment period is calculated from the first day of absence in the first period of absence.

Subsection 6 Holiday allowance

Holiday allowance is calculated in accordance with the rules in section 20 of the Holiday Act.

§ 33. Child's sickness, etc.

Subsection 1 Right to absence during child's sickness

Employees with 9 months' seniority in the company have the right to free time under subsection 2-5 in the case of child's sickness and doctor's visit.

Subsection 2 Child's sickness during the workday

If the child becomes sick during the employee's working day and the employee has to leave work as a result, there is a right to free time with the usual pay for the remaining working hours on the day in question.

Subsection 3 The child's first full sick day

The employee has the right to leave with pay when this is necessary for the care of the employee's sick, resident child/children under the age of 12. Leave is granted to one of the child's parents, and only until another care option is established. Leave may include at most the child's first day of sick leave.

Payment shall be the rate of sickness benefit per hour plus:

as of 1 March 2021DKK 8.50

as of 1 March 2022DKK 11.00

as of 1 March 2023DKK 13.50

Absence due to child's sickness must be reported just like one's own sickness, and the company may require documentation, e.g. in the form of a declaration of honour/sick leave form.

Subsection 4 The child's second sick day

If the child remains sick after the first full day of sickness, the employee is entitled to an additional rest day. This rest day is taken without pay. The employee can be paid an amount from his free choice account corresponding to the usual wage

Employees wishing to take time off on the child's second day of sick leave must notify the company as early as possible.

Subsection 5 Doctor visits with children

With effect from 1 May 2021, the following applies:

The employee has the right to free time in connection with doctor visits with the child. Free time to visit a doctor is taken without pay. The employee can receive an amount from his free-choice account corresponding to the usual wage for the actual absence.

Employees wishing to take time off for doctor visits must notify the company as soon as possible.

§ 34. Children's hospitalization

Employees 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 hospitalization occurs in whole or partly at 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.

The employee must be able to provide documentation of the hospitalization on request.

Payment is made at the same rate as for own sickness.

§ 35. Childcare days

Employees with the right to leave on the child's first sick day are entitled to 2 childcare days per year. The employee can have a maximum of 2 childcare days per year, regardless of how many children the employee has. This right 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.

§ 36. Caring for the seriously ill

In connection with the rules in the Service Act on assistance in connection with the care of the seriously ill at home, etc., the Parties agree that requests for leave are granted to employees who wish to care for close relatives in their own home.

CHAPTER 10 MATERNITY LEAVE

§ 37. Maternity leave

Subsection 1 Pay during maternity leave

For children born or received up to and including 1 August 2022:

The employer pays to employees who at the time of birth have 9 months of employment within the last 24 months, wages during absence from 4 weeks before the expected time of birth and up to 14 weeks after birth.

The wage corresponds to normal wage (collectively agreed hourly wage including general function supplement as well as any seniority supplement and supplement for skilled workers/employees equated with), however, a maximum of DKK 155.50 per hour. The amount contains the maximum maternity benefit rate stipulated in legislation. (The maximum rate will be raised as of 1 March 2023 to DKK 158.00.)

Under the same conditions, wages are paid for up to 2 weeks during leave to a father or co-mother.

For children born or received on or after 2 August 2022:

The employer pays to employees who at the time of birth have 9 months of employment within the last 24 months, wages during absence from 4 weeks before the expected time of birth and up to 10 weeks of maternity leave after birth as well as 4 weeks of earmarked parental leave.

The wage corresponds to normal wage (collectively agreed hourly wage including general function supplement as well as any seniority supplement and supplement for skilled workers/employees equated with), however, a maximum of DKK 155.50 per hour. The amount contains the maximum maternity benefit rate stipulated in legislation. (The maximum rate will be raised as of 1 March 2023 to DKK 158.00.)

Under the same conditions, wages are paid for up to 2 weeks during leave to a father or co-mother.

Subsection 2 Increased pension contributions during maternity leave

Reference is made to Section 31(4).

Subsection 3 Pay during parental leave

The employer also provides payment during parental leave for up to 16 weeks. The payment for the 16 weeks corresponds to the usual wage.

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, 3 weeks' notice must be given for the 16 weeks. Each of the parents' leave can be divided into a maximum of two periods, unless otherwise agreed.

Subsection 4 Reimbursement

Payment under subsections 1 to 3 shall be subject to the condition that the employer is entitled to reimbursement equal to the maximum rate of benefit. Should the reimbursement be less, the payment to the employee will be reduced accordingly.

Subsection 5 Adopters

Adopters, who at the time of receiving the child have 9 months' seniority, are entitled to pay in connection with an adoption.

Adopters who stay abroad to receive a child are entitled to pay during leave for 4 weeks before receiving the child. The right to paid leave is extended for up to 4 weeks if the stay abroad before the reception of the child becomes longer than 4 weeks for reasons that cannot be attributed to the future adopters.

The child is considered received once the formal conditions for travelling home with the child are met.

Adopters who receive an adopted child in Denmark are entitled to pay during leave for up to 1 week before receiving the child, provided that the child does not already reside in the adopters' home. It is a prerequisite that the adopters, for the sake of the child, stay at the place where the child is before the reception. The right to pay is extended for up to 1 week if the stay is longer than 1 week for reasons that cannot be attributed to the future adopters.

For children received up to and including 1 August 2022:

For the first 14 weeks after receiving the child, one of the adopting parents at a time is entitled to paid leave, including the right to simultaneous leave with pay for 2 consecutive weeks.

Remuneration follows the same payment rate as for parents on maternity leave

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

For children received on or after 2 August 2022:

For the first 10 weeks after receiving the child and during 4 weeks of earmarked parental leave, one of the adopting parents at a time has the right to leave with pay, including the right to simultaneous leave with pay for 2 consecutive weeks.

Remuneration follows the same payment rate as for parents on maternity leave

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

§ 38. Maternity compensation

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

CHAPTER 11 TERMINATION RULES

§ 39. Notice periods

Subsection 1 Notice periods

Within the first 4 weeks of employment, there is a mutual notice of termination from day to day.

After 4 weeks of uninterrupted employment, there is a notice period of 1 week from the employer side and 3 working days from the employee side.

After 1 year of employment, the notice of termination from the employer side is 1 month and 14 days from the employee side.

After 5 years of employment, the notice of termination from the employer side is 2 months and 14 days from the employee side.

Subsection 2 Deviation from notice of termination

The foregoing notice of termination may be waived in plant nurseries and open-air horticulture in the period 1 December - 28 February, when no alternative indoor work can be assigned.

Termination of employment according to this rule is agreed with the union representative, where one exists, and can only take place to the end of a week.

Subsection 3 Employees with housing

Cf. the provisions of Section 58(2).

Subsection 4 Termination during sickness

Employees with 3 years' seniority at the company, who are entitled to pay during sickness for a limited period, are given termination protection during the period with the right to pay during sickness, though not exceeding a maximum of 70 days. Protection against termination during sickness applies only if the employee is not responsible for the intended termination.

Termination during sickness may take place under large-scale redundancies. It is not a prerequisite that the redundancies are covered by the Collective Redundancies Act.

Subsection 5 Wage payment

Upon termination of employment, the wage is paid on the next payday.

Subsection 6 Local agreements on notice of termination deviating from the main agreement

By local agreement between the company and the local 3F branch, it is permitted to supplement and deviate from the provisions regarding termination with regard to interruptions of the employment relationship of a temporary nature. Reference is made to Section 50.

Subsection 7 Training in connection with termination

Employees who are laid off due to restructuring, layoffs, company closures or other company dependent causes, are entitled to the rights listed below, depending on seniority.

a. Prior learning assessment

If the employee has not already completed a prior learning assessment on the date of termination, the employee, who has at least 1 year of uninterrupted seniority in the company, has the right to complete a competency assessment in accordance with Section 49(4) (prior learning assessment).

The employee is entitled to free time with pay for up to one working day, including the two hours mentioned in Section 41 (free time for counselling in the event of termination) if this is necessary to carry out this competency assessment.

b. Training during the notice period

Employees who have at least 1 year of uninterrupted seniority in the company are entitled to participate in training of their choice for up to 2 weeks in the period between notice and departure. It is a prerequisite

- that the employee chooses AMU, FVU or other training offers for which public wage loss compensation is granted, and
- that the course participation takes place during the notice period.

c. Training in extension of the notice period

In addition, under the same conditions, employees have the right to participate in up to 2 weeks of training immediately following the original notice period.

In this connection, the employee's notice of termination may be extended by the course period, however, not by more than 2 weeks, if the employee documents that the course participation cannot be completed in the original notice period. As a condition of this right, the employee must inform the company in writing as soon as possible and at the latest within the first week of termination if the right to these up to 2 weeks of training is to be exercised.

The company does not have to issue a renewed notice of termination when the departure is postponed.

The right to training under this provision does not apply to employees who have resigned of their own volition.

Course participation is arranged in agreement with the company, in consideration of the company's interests.

It is a prerequisite for training under this provision that the company receives grants from the Competence Development Fund when the employee participates in competence clarification and training during the notice period/in extension of the notice period.

§ 40. Severance pay

Subsection 1 Uninterrupted employment

If an employee who has been continuously employed in the same company for 3, 6 or 8 years is dismissed through no fault of his own, the employer must pay 1, 2 or 3 times a special severance pay amounting to DKK 5,000, respectively, upon the employee's severance.

Subsection 2 Lapse of compensation

The provisions of subsection 1 shall not apply if the employee upon resignation has obtained another employment, receives a pension or, for any other reason, does not receive unemployment benefit. Finally, the compensation is not paid if the employee is a salaried employee or is already entitled to severance pay, extended notice of termination or similar terms that give a better right than the general termination rules of the collective agreement.

Subsection 3 Re-entry into seniority

Employees who receive compensation in accordance with subsection 1 and who, in the case of reinstatement, enter their earned seniority shall not be entitled to compensation under this provision until the conditions laid down in subsection 1 are fulfilled in relation to this new recruitment.

Subsection 4 Part-time employees

If the employee is part-time, the amount changes proportionally.

Subsection 5 Temporary interruption

The provision does not apply in connection with being sent home. This applies regardless of the terminology that is specifically used, as long as there is a termination of the employment relationship, which by its nature is temporary. If an interruption that was initially temporary later proves to be permanent, the employer's obligation is actualised in accordance with the provision.

Subsection 6 Severance pay for employees on care leave

An employee who does not receive unemployment benefits at the time of resignation as stated in subsection 2, is entitled to severance pay when the reason for this is that the employee is on care leave granted in accordance with Section 118 of the Service Act.

§ 41. Free time for counselling in the event of termination

Employees who are dismissed 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 counselling from the unemployment insurance fund/union. The interview is scheduled as soon as possible after the termination, taking due account of the company's operational conditions.

It can be agreed locally that the local 3F branch can hold counselling interviews at the company's address in the case of dismissal.

CHAPTER 12 UNION REPRESENTATIVES AND HEALTH AND SAFETY REPRESENTATIVES

§ 42. Union representatives

Subsection 1 Election

In any company with at least 5 employees, employees have the right to elect a union representative. This individual must be chosen by the employees and must be approved by the local 3F branch. The result of the election must be notified immediately to the employer, who has the right to a reasoned objection.

The election of a union representative must take place in such a way as to ensure that all employees employed in the company are able to take part in the election, which is, moreover, only valid when more than one third of the employees employed in the company have voted for the individual in question.

The union representative must be elected from among the recognized skilled employees who, as far as possible, have worked at the workplace, in the company or the company department in the last year.

After taking up his duties as a union representative, he must be given the opportunity to attend a course as soon as possible.

Subsection 2 Joint union representative

In companies where 3 or more union representatives have been elected within the Agreement, the union representatives can elect a joint union representative from among them, who in common matters, e.g. working hours, holidays and rest days, welfare conditions and the like, can be the representative of all employees to the management. Management is informed in writing of the election of a joint union representative.

The joint union representative may participate in the handling of matters concerning the normal functions of the individual union representatives within their respective branches, if the management or the union representatives concerned so wish.

In companies with several departments where a union representative has been elected, a joint union representative may be elected by local agreement to represent all departments.

Subsection 3 Rights and duty

The union representative has the rights and duty to ensure, without loss of income, that the provisions of the Agreement are complied with and must enter into negotiations with the employer on any disagreements arising at the workplace.

The union representative must have the necessary time to carry out his work as a union representative.

The union representative shall have leave to attend meetings resulting from:

- Agricultural rules for dealing with industrial disputes
- The General Agreement
- The Labour Court Act

Free time to participate in meetings includes mediation meetings, organisational meetings, professional arbitration, joint meetings, main proceedings in the Labour Court, preparatory meetings of the Dismissal Board and meetings of the Dismissal Board.

This free time also entails remuneration, provided that the case concerns one of the employees by whom the union representative in question has been elected or otherwise represents.

The union representative must have the necessary access to IT facilities, including internet, to carry out his duties. The provision enters into force on 1 June 2021.

Subsection 4 Dismissal

The dismissal of a union representative must be justified by compelling reasons, and the employer is obliged to give the union representative a notice of termination totaling 4 months, and after 2 years as a union representative in the company in question, the notice of termination is a total of 6 months. If the dismissal is justified by a lack of work, the obligation to give notice shall lapse.

Subsection 5 Industrial dispute procedure

The union representative's employment relationship cannot be interrupted within the period of notice and before his organisation has been able to have the validity of the dismissal subject to the industrial dispute procedure. Efforts should be made to ensure that the industrial dispute proceedings are as advanced as possible so that the decision can be made before the end of the notice period.

Subsection 6 Information meetings

The union representative has the right, by prior agreement with the employer, to hold an information meeting of up to one hour duration per quarter year - in special cases of up to 2 hours duration - however, a maximum of 6 hours per year. Meetings are held without loss of earnings in connection with the lunch break or at the end of working hours.

Subsection 7 Extended notice period for former union representatives

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 4 weeks' notice in addition to the employee's individual notice if the employee is terminated within 3 months after the termination of the position of union representative. The extended notice shall apply only to former union representatives.

Subsection 8 Professional updating of former 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 is still employed at the company is entitled to a discussion with the company about the employee's need for professional updating. The discussion shall be held no later than one month from the end of the union

representative's term of office and at the request of the employee. As part of the discussion, it shall be clarified whether there is a need for professional updating and how this updating should take place.

The employee receives a wage during the professional updating. It is a prerequisite that a refund for statutory loss of earnings can be granted for the training. Compensation for lost wages accrues to the company.

§ 43. Health and safety representatives

Subsection 1 Elections, dismissal, etc.

For health and safety representatives the same eligibility conditions, election procedures, remuneration and dismissal rules apply as for union representatives.

Refer also to the Working Environment Act and associated executive orders

Subsection 2 Access to IT

For the performance of their duties, health and safety representatives must have the same access to IT facilities as union representatives. The provision enters into force on 1 June 2021.

Subsection 3 Participation in the federation's relevant work environment courses

The health and safety representative may, in agreement with the employer, be given the necessary free time to participate in the federation's relevant working environment courses.

Authorisation to participation in the federation's work environment courses does not affect rights or obligations in relation to the work environment training stipulated by law. Participation in the federation's voluntary work environment courses does not trigger payment pursuant to section 10(1) of the Working Environment Act.

The provision will enter into force on 1 June 2021.

Subsection 4 Role and tasks of the health and safety representative

The role and tasks of the health and safety representative are set out in the provisions of the Working Environment Act.

The Parties agree that the role of the health and safety representative is crucial in the co-operation to ensure a good working environment and productive companies.

The subsequent withdrawal from the labour market increases the need to continuously create the best framework around a good working environment. The Parties agree that the health and safety representative is part of the systematic work on working conditions, including, among other things, the work on setting targets, APV, sick leave and accident prevention.

The health and safety representative shall help to highlight all aspects of the working environment.

The health and safety representative, in cooperation with management and the union representative, must insist that the strategic tasks are carried out under the auspices of the working environment organisation.

The health and safety representative must be involved in accident prevention through analysis and learning.

In all companies, regardless of size, systematic work environment work must be handled through cooperation between the employer, other employees, any union representatives and supervisors.

As part of daily operations, the collaboration takes place through ongoing and direct contact and dialogue between the employer, the employees, any union representatives and supervisors in accordance with the relevant provisions of the Working Environment Act.

Subsection 5 Time for tasks

The health and safety representative shall have time available to carry out his duties which is reasonable in relation to the nature of the company concerned and its safety and health standards. However, this must be done so that it is a minimum detraction from his productive work.

This means that the health and safety representative must be free to fulfil his duties under health and safety rules, including participation in meetings and training.

§ 44. Employee-elected board members

The same redundancy rules apply to the members and alternates elected by the employees as to union representative, cf. the Danish Companies Act.

CHAPTER 13 STUDENTS AND INTERNS

§ 45. Students in vocational training

Subsection 1 Training agreement

At the latest at the start of the training relationship in the traineeship, a training agreement must be established in accordance with the Vocational Training Act with accompanying executive orders as well as the rules laid down by the Vocational Training Committee. The period of practical training follows the executive order in force at any given time for the training in question, as well as the guidelines laid down by the committees and boards covering the area concerned.

Subsection 2 Apprenticeship, probation

The apprenticeship is 3 years and 8 months.

The probationary period is 3 months in the first traineeship. In exceptional circumstances, the probationary period may be extended after examination by the Vocational Training Committee.

Subsection 3 Wage

a. Weekly pay in training and at school is:

1st year of training:

as of 1 March 2021	DKK 2,647.29
as of 1 March 2022	DKK 2,676.41
as of 1 March 2023	DKK 2,708.53

2nd year of training:

as of 1 March 2021	DKK 3,064.75
as of 1 March 2022	DKK 3,098.46
as of 1 March 2023	DKK 3,135.64

3rd year of training:

as of 1 March 2021	DKK 3,655.90
as of 1 March 2022	DKK 3,696.11
as of 1 March 2023	DKK 3,740.46

4th year of training:

as of 1 March 2021	DKK 4,328.75
as of 1 March 2022	DKK 4,376.37
as of 1 March 2023	DKK 4,428.89

Students are placed in a wage-related way, so that seniority is calculated from the end of the training program.

If apprenticeship is shortened, the reduction in apprenticeship is considered to have occurred at the beginning of the course and the student changes wage step in relation to this and in relation to the actual reduction in apprenticeship. Any wage adjustment takes place with effect from the day the reduction in training time is finally approved by the Vocational Training Committee.

During weeks with public holidays, normal weekly pay is paid, unless the student is on holiday.

b. Wage during school attendance

Wages during school attendance are paid by the employer who has the student on a traineeship immediately before the school attendance.

During school attendance, students are obliged to return to the company during non-teaching periods, unless otherwise agreed with the employer.

c. Overtime pay

Overtime and work on Sundays and public holidays are settled with a supplement to the student's normal hourly wage of 50% for the first 2 hours and thereafter 100% or equivalent free time.

Overtime is subject to time off in lieu or paid with overtime pay at the student's request.

d. Free-choice account

Students are covered by the Agreement's rules on free choice account, cf. Section 27.

Subsection 4 Working hours

The working hours are those for other employees at all times in accordance with the Agreement.

When other employees have been sent home due to bad weather, students cannot continue to work in bad weather unless there are changes in the weather situation.

Subsection 5 Sickness and pregnancy

Students are subject to the rules of the Sickness Benefit Act and the Maternity Act and receive benefits under this in absence due to sickness and pregnancy.

Reference is also made to the relevant provisions of the Agreement.

Subsection 6 School homes

The employer pays the expenses charged by the school for the student's board and lodging when staying at a school home, if the student cannot participate in teaching at a school that is closer to the student's residence, or if the company has chosen a more remote school.

The payment constitutes the fee determined by the state and collected by the school, cf. Order no. 290 of 1 April 2009 on the admission of students to school homes and on student payment.

Subsection 7 Safety

For safety reasons, students in the first year of training may not be employed with chainsaws, motor plant augers or other related machines, unless courses in the safety operation of the equipment have been completed.

Likewise, students in the first year of training may not work independently with spraying.

In addition, the safety provisions referred to in the Agreement shall also apply to students.

Subsection 8 Holiday

Students are covered by the Danish Holiday Act.

Students undergoing vocational training are entitled to paid holiday for 5 weeks during the first and second full holiday taking periods after the employment has begun. The employer pays wages during the holiday to the extent that the student has not earned the right to pay during holidays or holiday allowance. Earned holiday allowance must be applied first.

If the employment has started between 2 September and 31 October, the student has a corresponding right to paid holiday for 5 weeks during the holiday taking period associated with the holiday year.

If the employment has started between 1 November and 30 June, the student is entitled to 3 weeks of paid main holiday during the main holiday period (1 May to 30 September) and 5 days of paid holiday during business closure before the main holiday period.

In connection with the next Christmas-New Year period after the start of the employment, the student – if the employment has begun on 1 November or later and the right to holiday or paid leave has not otherwise been acquired – is entitled to one week's paid holiday. This holiday must be located so that it fits in best with the company's operations.

If the company closes in connection with the next Christmas after the start of the employment (after 1 November), the student is entitled to paid holiday during the period that the company is closed for Christmas.

The holiday is placed according to the same rules as apply to other employees.

Subsection 9 Special holidays and collectively agreed rest days

Students are covered by Section 28 of the Agreement on special holidays.

In addition, students have the following collectively agreed rest days:

Constitution Day is a rest day from 12:00 noon. December 24 or December 31 is a rest day all day.

Determination of the rest day takes place after discussion with the individual and taking into account the company's interests. The day on which work is done – either on 24 December or 31 December – the work ends no later than 12:00 noon.

If taken off, the day is considered one entire holiday day.

Subsection 10 Pension

Students who have reached the age of 18 and who have 3 months seniority in the training are covered by an occupational pension in PensionDanmark.

As of 1 March 2021, the pension contribution amounts to:

Employer	Student	Total
5.10%	2.55%	7.65%

In addition, 18- and 19-year-old students per 1 April 2021 are covered by an employer-paid student insurance scheme with PensionDanmark, cf. subsection 11. Student insurance lapses when the student goes over to full pension.

Per On 1 September 2021, the contribution rates for students who have reached the age of 20 will be increased to the collective agreement's rates for adult employees. The rates are increased from the 1st of the month in which the student turns 20 and has 3 months seniority in the training.

As of 1 September 2021, the pension contribution amounts to:

Student age	Employer	Student	Total
18 – 19 years	5.10%	2.55%	7.65%
20 years or above	8.66%	4.33%	12.99%

Students in vocational training who receive a wage as adults are covered by the pension scheme on the same terms as other adult employees, cf. subsection 13.

Subsection 11 Insurance scheme for students

Students who are not covered by the pension scheme of the Agreement, as well as 18- and 19-year-old students who do not receive a full pension, are covered by an insurance scheme with PensionDanmark.

The insurance scheme is financed by the employer within a framework of DKK 350 per year.

The content of the insurance scheme is agreed between the Parties to the Agreement and PensionDanmark and contains:

- Ongoing supplementary early retirement pension
- Lump sum for certain critical diseases
- Sum on death
- Health care scheme through PensionDanmark

The usual conditions of PensionDanmark's apply to payment of the insurance scheme. The company enrolls the student in the insurance scheme in the same way as when the company enrolls a newly hired employee in the pension scheme. The premium is paid monthly together with the pension contributions for the other employees.

The Parties may change the composition of the insurance scheme during the agreement period. See more about the insurance scheme on www.pension.dk.

Subsection 12 Travel allowance during school attendance

a. School route

After discussion with the student, the company decides on which school training should be followed, and then reimburses the student's cost of transport when the total school route is 20 km or more. The entire school route is the nearest route from the place of residence/accommodation or place of study and back either to the place of residence/accommodation or place of study.

b. Public transport

Public transport must 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 may be used, however, only after the employer's approval in the individual case.

c. Reimbursement for expenses actually incurred

In the case of public transport, reimbursement of expenditure actually incurred shall be granted against the receipt. The transport must, after prior approval by the employer, be used in the cheapest and most appropriate way according to the local conditions, and, where possible, season cards, cut cards or the like must be used.

d. Own means of transport

If own means of transport is used, cf. item (b), a transport allowance of 40 øre per driven km is paid when the total school route is 20 km or more, however, at maximum corresponding to the tariff for cheapest public transport.

e. Weekend, Easter and Christmas holidays

To accommodated students, reimbursement is provided for travel expenses for the journey to and from the place of accommodation and for the journey between this and the usual residence in connection with weekends, Easter and Christmas holidays, provided that the distance contingency in item (a) is met.

The provisions of item (b) shall also apply to travel expenses within the scope of this paragraph.

f. Transport between school departments

If the transport between several teaching departments of a school is necessary within the same day, compensation shall be granted irrespective of the conditions for distance laid down in item (a).

g. Reimbursement

A prerequisite for the payment of travel expenses, is that the employer receives reimbursement in whole or in part of the costs incurred from the Employers' Training Contribution (AUB).

Subsection 13 Wage for adult students

The term "adult students" refers to students who have reached the age of 25 when entering into the training agreement.

Adult students are paid as adult employees when the company receives wage reimbursement for adult students from AUB during school attendance.

Adult students who have been employed by the company in question for at least 12 months prior to the establishment of the training agreement are paid as adult employees.

For all other adult students, it is recommended that these be paid as adult employees. In this context, the recommendation means that the company must have objective reasons for not offering wages as adult employees.

Objective reasons may be, for example, that the student does not have prior relevant practical experience in the collective bargaining area, or that the experience gained is only very short-lived, i.e. significantly less than 12 months.

The wage for adult students is d wage (other horticultural and plant nursery workers) incl. general function supplement.

Students who receive a wage as adults must also receive the usual payment of contributions to the occupational pension when the conditions for this are met.

§ 46. Students in adult vocational training (EUV)

Students who commence adult vocational training (EUV) in accordance with the Order on Greenhouse or Production Horticultural Training are remunerated as follows:

a. Training agreement in current company

Students who conclude a training agreement with a company following an existing employment relationship are remunerated during both traineeships and off-site study programmes with the wage received by the student at the time of the start of the training programme. The wage is adjusted during the course of training in accordance with the general rules of the Agreement. Students who are covered by an occupational pension at the start of their training continue to be covered by it during their training.

b. Training agreement in new company

Students who conclude a training agreement with a new company are remunerated in accordance with Section 9, item d, during both traineeships and school attendance.

§ 47. Basic vocational training students

Students in basic vocational training are remunerated during traineeships as follows, per week:

1st year student's wage:

as of 1 March 2021	DKK 2,647.29
as of 1 March 2022	DKK 2,676.41
as of 1 March 2023	DKK 2,708.53

2nd year student's wage:

as of 1 March 2021	DKK 3,064.75
as of 1 March 2022	DKK 3,098.46
as of 1 March 2023	DKK 3,135.64

§ 48. Foreign interns

Subsection 1 Basis

The provisions of Section 9k of the Danish Aliens Act form the basis for the employment of interns, including the suitability of the place of internship, age criteria, language skills, training criteria, duration and residence and work permit. The following apply:

- a. The intern must be at least 18 years of age but not reached 30 years of age at the time of application.
- b. The intern must document language skills based on a passed language test in Danish, Swedish, Norwegian, English or German, which is at A2 level or above. The language test must be either listed in the Annex to the Intern Order or on the list published by the Association of Language Testers in Europe (ALTE).
- c. The purpose of the internship shall be to supplement the training begun in the country of origin.
- d. The internship must have a professional connection with this training.
- e. The internship can last up to 18 months.
- f. However, if the internship is supplemented by a stay at a Danish agricultural or technical school of between 6 and 8 months, the intern can be granted a residence permit up to a total of 24 months.
- g. The place of the internship must be suitable for receiving interns. This is achieved by the fact that the place of internship is approved to have students in vocational training.
- h. The place of internship may receive at most interns corresponding to the number of students the company is approved to employ.

Subsection 2 Training conditions and content of the internship

The application for a residence and work permit states the work tasks that the intern must be engaged in.

The intern can only be employed in other incidental tasks which are in a natural context of the tasks arising from the application for a residence and work permit.

Incidental tasks can only constitute a negligible part of working time.

Subsection 3 Wages and employment conditions

- a. Wage in the first 6 months of internship, per week
- | | |
|--------------------------|--------------|
| as of 1 March 2021 | DKK 2,647.29 |
| as of 1 March 2022 | DKK 2,676.41 |
| as of 1 March 2023 | DKK 2,708.53 |
- b. Wage in subsequent internship (7-18 months), per week
- | | |
|--------------------------|--------------|
| as of 1 March 2021 | DKK 3,064.75 |
| as of 1 March 2022 | DKK 3,098.46 |
| as of 1 March 2023 | DKK 3,135.64 |

Interns who have reached the age of 25, per week

as of 1 March 2021	DKK 3,655.90
as of 1 March 2022	DKK 3,696.11
as of 1 March 2023	DKK 3,740.46

- c. Overtime pay
- Overtime and work on Sundays and public holidays are settled with a supplement to the intern's normal hourly wage of 50% for the first 2 hours and thereafter 100% or equivalent free time.

Overtime is subject to time off in lieu or paid with overtime pay at the intern's request.

- d. Probation and tenure
- The intern cannot be dismissed during the agreed internship period. However, the first month is counted as probationary period during which both Parties can terminate the internship without notice.

If the internship host terminates the internship during the probationary period, the internship host must employ the intern until a new internship can be started with another internship host or pay for the intern's return journey.

- e. Other provisions
- The other provisions of the Agreement shall apply to interns.

Subsection 4 Insurance scheme for interns

Interns are covered by an insurance scheme at PensionDanmark.

The insurance scheme is financed by the employer within a framework of DKK 350 per year (as for vocational training students).

The content of the insurance scheme shall be agreed between the Parties to the Agreement and PensionDanmark and includes:

- Ongoing supplementary early retirement pension
- Lump sum for certain critical diseases
- Sum on death
- Health care scheme through PensionDanmark

PensionDanmark's usual conditions apply to payment of the insurance scheme. The company enrolls the trainee in the insurance scheme in the same way as when the company enrolls a newly hired employee in the pension scheme. The premium is paid monthly together with the pension contributions for the other employees.

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

See more about the insurance scheme on www.pension.dk.

CHAPTER 14 CONTINUING TRAINING AND SKILLS DEVELOPMENT

§ 49. Continuing training and skills development

Subsection 1 Improving employee competencies and corporate competitiveness

The Parties want to strengthen cooperation on training in the companies in order to improve the employees' competencies and the companies' competitiveness. The Parties therefore wish to strengthen the ability of employees to improve the level of training on their own request.

The Parties also agree that raising the level of competence of employees is a prerequisite for the competitiveness of companies and the continued growth of employment in Denmark.

Under the Agreement, employees without vocational training will have greater opportunities to be upgraded to a skilled level and have their competence clarified so that it becomes clear what the employee needs to become skilled. At the same time, this means strengthening training planning in the company.

A training boost can best be achieved if the employees, also while they are in employment, are given clarification about what competencies they have and how these can best be improved.

Subsection 2 Planning of training

It is recommended that continuous and systematic training planning be carried out for the company's employees. The training planning should include the preparation of a competence/training plan for the individual employee.

In order to support the training dialogue, the Parties agree to make themselves available so that the Works Council (secondary union representative/management) can request visits from the consultants of the organisations for assistance in launching the training dialogue. The visit can be requested at the request of either Party.

Subsection 3 Individual competence clarification, etc.

All employees have the right - with the necessary consideration for the company's conditions - to participate in individual competence clarification (IKA). The right to clarification is also given to whether they have sufficient basic literacy or numeracy skills.

The right to participate in relevant literacy or numeracy courses is granted. It is a condition for the exercise of this right that the Competence Development Fund bears the costs. The

employee is paid the usual wage. Any public support and grants from the Competence Development Fund are granted to the company.

Subsection 4 Prior learning assessment

All employees have the right to be given time off - with the usual collectively agreed wage - to participate in prior learning assessment in relation to relevant vocational training. The prior learning assessment is carried out at a vocational school.

The employee has the right to carry out a prior learning assessment within 6 months of the request being made in writing to the company.

The costs of the prior learning assessment are covered by support from the Competence Development Fund and any loss of earnings compensation (e.g. VEU compensation).

Subsection 5 Agreed training

Employees who at the start of their training have 2 months' seniority in the company are entitled to free time – with the usual collectively agreed wage and participant payment paid – to participate in business-oriented skills development agreed between the company and the employee.

On the basis of a vocational training plan drawn up by the relevant vocational school, the non-vocationally trained employee must be offered upskilling to a skilled level in the relevant vocational field.

The training plan for the non-professional employee shall be drawn up on the basis of the prior learning assessment referred to in subsection 4.

During the upskilling to skilled worker, the employee receives the usual wage from the company (but not more than equal to the wage limit set by the competence fund). It is assumed that there is a public subsidy and subsidy from the Competence Development Fund, and that this goes to the company.

Subsection 6 Self-selected supplementary and continuing training

Employees with 9 months of 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 wages in accordance with rules laid down by the Board of Directors of the Competence Development Fund.

It is a prerequisite that the company is entitled to a grant, which is determined by the Board of Directors of the Competence Development Fund. The Board of Directors of the Competence Development Fund establishes a common positive list of course and continuing training opportunities covering the areas covered by the collective agreements.

Subsection 7 Training ambassadors

The Parties further agree to recommend that each company train an employee on 3F's training ambassador course to support the educational dialogue in the workplace.

If an employee so wishes, the union representative can assist the employee in the development of his/her competence/training plan. If the company has a training ambassador who is trained in 3F's training ambassador course, this individual is included.

If no union representative or training ambassador has been selected, employees have the right to be assisted by the local 3F branch.

Subsection 8 Continuing training in connection with being sent home

The employee can be sent home, provided the employee participates in the continuing training, due to weather conditions.

Continuing training must be agreed with the union representative. Where there is no union representative, being sent home is agreed with the local 3F branch. Registration for continuing training must be made before the employee has been sent home. It must be continuing training in which the participants are entitled to the VEU allowance.

During being sent home, the employee receives normal wage according to guidelines set by the Board of the Competence Development Fund.

After the course participation, the employee continues his employment with the company. Being sent home shall not be regarded as an interruption of employment.

Subsection 9 Driving licence for digital tachograph

The company pays the costs of acquisition/re-acquisition of driving licence provided that the expense can be reimbursed in the Parties' Competence Development Fund.

CHAPTER 15 LOCAL AGREEMENTS

§ 50. Deviating local agreements

The Parties to the Agreement state that they are in favour of the companies having local conditions that are suitable for specific local agreements to be concluded.

The company therefore has the right, by local agreement and within the framework of the unemployment insurance system, to supplement and deviate from the provisions of the Agreement regarding working hours as well as termination with regard to terminations of the employment of a temporary nature.

Deviating local agreements must be in writing and must be concluded with the local branch of 3F.

Deviating local agreements may be terminated with 2 months' notice to the end of a month.

CHAPTER 16 CONTROL

§ 51. Monitoring compliance with the Agreement

The organisations have – after prior contact with the employer – the right to have inspections carried out at the workplaces by their representatives with a view to compliance with the Agreement, and to assist in the holding of information meetings. 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.

As regards employees of the company, the federation may be presented on a random basis with certificates of employment, the last pay slip and the work slips to the extent that they exist. If errors are found, further sampling may be carried out for the last year. Subsequently, a concrete agreement is reached on the extent to which further information is to be provided.

With regard to temporary workers (persons who are not employed by the member company in question, but who perform work under the member company's instruction authority and within the professional scope of the Agreement), the Parties agree that the member company has a duty to provide the name, address and CVR number of the temporary work agency used as well as the hourly rate agreed with the temporary work agency and the number of temporary workers at the time of inspection and one month back in time.

In their contracts with subcontractors, companies must always ensure that the subcontractor is aware of the Agreement and collectively agreed relations applicable to the user company.

The member company must, at the request of the local 3F branch/federation, provide sufficient information on the name, address, CVR number and enterprise for the contract in question as soon as possible, however, within a maximum of 72 hours.
(See Chapter 21: Protocol on the obligation to provide information on subcontractors).

If one of the Parties to the Agreement wants a further discussion regarding a specific subcontractor contract, including if there is a presumption that the subcontractor's employees do not have collectively agreed pay and employment terms, the matter can be dealt with at an organisational meeting, which must be held as expeditiously as possible.

Submission of missing/incorrect information can be the subject of the industrial dispute procedure.

CHAPTER 17 SUBCONTRACTORS AND TEMPORARY WORKERS

§ 52. Subcontractors

Subsection 1 Work performed by subcontractors

This provision concerns work under the Agreement carried out by subcontractors (subcontracted entrepreneurs) who are not covered by an agreement either directly or through membership of GLS-A.

The Parties agree to discourage circumvention of the Agreement. The question of circumvention can, as in the past, be dealt with under the industrial dispute procedure. The companies covered by the Agreement are not liable for any deterioration in the terms of pay of the subcontractor, etc.

Subsection 2 The aim

The aim is to ensure a level playing field for the industry so that the good and reputable companies covered by the Agreement do not reduce their competitiveness due to subversive companies, including those which reduce wages and employment conditions in this area through the use of subcontractors. In addition, the provision is intended to provide a framework for dialogue between organisations, thereby averting possible conflicts.

Subsection 3 Meeting

If 3F becomes aware of deterioration in the industry's collectively agreed conditions, 3F will contact GLS-A to discuss how equal conditions can be created in the industry. Such inquiries shall result in a meeting as soon as possible between the Parties to the Agreement.

Subsection 4 Information

The member company must, at the request of the local 3F branch/federation, provide sufficient information on the name, address, CVR number and enterprise for the contract in question as soon as possible, however, within a maximum of 72 hours.

Subsection 5 Confidentiality

All information must be treated confidentially and none of the information provided may be disclosed or made the subject of any publication.

Publication of names of specific companies covered by the Agreement presupposes the holding of the meeting mentioned in subsection 3. The federations are not thereby precluded from customarily initiating work stoppages for the purpose of concluding an agreement with companies not covered by the Agreement.

Subsection 6 When the federations conclude agreements

The federations undertake not to conclude an agreement with companies not covered by the Agreement on less favourable terms than those provided for in the Agreement. At GLS-A's request, the federation must submit a summary of the accession agreements concluded twice a year.

The companies covered by the Agreement must, in their agreement with subcontractors, ensure that the subcontractors are aware of the Agreement.

Subsection 7 Ongoing discussions

As part of the cooperation, the Parties agree to discuss the effect of this Agreement on an ongoing basis during the agreement period.

Subsection 8 Solidarity action

If a company not covered by the collective agreement working as a subcontractor for a GLS-A member company is affected by a legally notified or initiated main conflict in support of a collective agreement claim and a legal secondary action has been notified against a member company, 3F may contact GLS-A with a request for a meeting to discuss the matter. The meeting will be held no later than 7 working days after receipt of the request. Deviation from this deadline is permissible per agreement with the organisations. The meeting can discuss, among other things, the work affected by the secondary action. Similarly, GLS-A can contact the federation. All relevant background information is presented at the meeting or sent to the opposite party to the Agreement as soon as possible.

The Parties agree in such situations that the subcontractor may be admitted to GLS-A and covered by a collective agreement, even if a dispute has been notified or initiated.

§ 53. Temporary workers

Subsection 1 Admission of temporary work agencies

GLS-A admits companies that are temporary work agencies.

Subsection 2 Covered by applicable agreements

The employment of temporary workers in GLS-A's collective agreement areas is covered by existing agreements between the Parties. It also includes local agreements and customary agreements for the work.

Non-GLS-A member

Subsection 3 Regional Agreement

The Parties agree that the agreements between the organisations concerned are area agreements. All work at a member company that is performed within the professional scope of the collective agreements is covered by the collective agreements if it is performed by an employee or other person who is subject to the member company's managerial rights, e.g. a temporary worker, as opposed to an employee posted by a subcontractor and subject to his managerial rights.

Subsection 4 Membership of a DA organisation

GLS-A states that the agreements apply to those employees who are sent by a temporary work agency to work at a member company within the professional scope of the Agreement during the period of time that the temporary work extends over. However, this does not apply if the temporary worker is posted from a temporary work agency, which through the membership of a DA organisation is covered by a collective agreement that applies to the work in question. In its agreement with the temporary work agency, the member company must ensure that the temporary work agency has the necessary knowledge of the applicable agreements and collectively agreed conditions.

Other matters

Subsection 5 Seniority

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

However, if the temporary work agency worker has worked with the user company for at least 3 months without interruption, seniority shall be transferred from the temporary work agency to the user company, at the request of the temporary worker, 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 becomes permanently employed at the user company or
- the temporary work agency worker is employed at the user company in direct extension of the temporary work.

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

Subsection 6 Clarification of whether an outside company performs temporary work

In order to quickly clarify whether specific cases involve temporary work, the union representative or the federation can request the user company to obtain information about external companies performing work for the user company that could otherwise naturally be performed by the user company's employees.

The request must be made in connection with the work of one or more external companies for the user company.

If, following the local exchange of information and discussion, there is still disagreement as to whether it is temporary work, the federation may request a clarifying meeting with GLS-A. Minutes of the local discussions shall be forwarded together with the meeting request

A clarifying meeting must be held as soon as possible and no later than 7 working days after receipt of the request at GLS-A. The meeting will be held at GLS-A, unless otherwise agreed between the Parties.

The meeting shall indicate at least the following:

- The external company name and CVR number (P-number) or RUT number.
- The name of the user company's contact person at the outside company.
- Description of the external company's tasks in the user company and the expected timetable for their solution.
- Description of the management and instructional powers towards the external company's employees.

The information can be presented orally at the clarifying meeting. A record of the meeting shall be written.

CHAPTER 18 OTHER PROVISIONS

§ 54. Safety and security

Subsection 1 Personal protective equipment, work clothes etc.

Regarding personal protective equipment, refer to Executive Order no. 1706 of 15 December 2010 on the use of personal protective equipment. In addition, the following applies:

- a. When working with onions and tubers as well as tomatoes, the employees shall be provided with rubber gloves or other protection suitable for the work as needed.
If the employee is hypersensitive to rubber gloves, cloth gloves or similar shall be provided.
- b. When working with thorny plants and plants that can cause rashes, gloves shall be provided. The same applies for working with sprayed cultures where the hazardous substance remains on the plants.

- c. During continuous work in freezers and cold stores as well as during continuous work in the open air and in unheated packing and sorting halls during the winter, thermal clothing shall be provided.
During continuous work in freezers and cold stores, thermal boots or clogs shall be provided.
- d. Handed out gloves, garments and masks are for personal use and cannot be used by multiple employees.
- e. Employees who are employed outside have the right, if necessary, to be provided with a set of rainwear and a pair of rubber boots.

Subsection 2 Safety regulations

Regarding personal protective equipment, manual handling, etc., refer to the Order on the use of personal protective equipment, cf. above, and Order no. 1164 of 16 December 1992 on manual handling.

In addition, the following applies:

a. Course requirements

It is a prerequisite for working with chemicals and chemical pesticides that the employee has either acquired a spraying certificate in accordance with rules established by the Danish Environmental Protection Agency, or is a skilled gardener, trained in the period 1 January 1985 to 30 June 1991, or has acquired a course certificate from the specialist worker course "Plant protection in horticulture (greenhouse/open land)" in the period 1 January 1985 to 30 June 1991.

Young people under the age of 18 are not allowed to work with chemicals. However, under the instruction of an employer or another person with a spray certificate, students may carry out spraying as part of their training.

b. Exemption

When working with toxins, the employee can - if desired - ask to be exempted from spraying for two consecutive seasons.

Employees who are allergic may request exemption from this work.

Pregnant women are exempt from when pregnancy is detected, and as long as breastfeeding is ongoing.

c. Moist poison

Work with sprayed cultures when the hazardous substance is still moist after spraying is not allowed.

d. Spraying

Each employee may work a maximum of 3 hours per day in spraying with chemicals in greenhouses and other enclosed spaces. When spraying in the open air with a back spray of a total weight of more than 15 kg, the employee may work for a maximum of 4 hours per day.

e. Work in stormy weather

During stormy weather, work in greenhouses must stop as long as there is a risk of falling windows.

The employer pays the employees wage for the period the work is suspended, however, a maximum for the rest of the day.

f. Notice of spraying

When working in greenhouses, using "highly toxic" or "toxic" pesticides, it must be ensured by posting notices that everyone in the workplace can be informed about what substances have been used, where they have been used and when.

§ 55. Equipment

If necessary, pruning shears and knives are provided for each employee's personal use as long as he or she is in the company. The employee is responsible for issued materials.

§ 56. Rest area

Subsection 1 Rest area

A proper, safe and well-maintained rest area is provided during the mealtimes with a table and seating for the employees employed at the company. It must be possible to heat the rest area. The rest area must have a washroom with hot and cold water. (However, hot water cannot be required in site huts.) In addition, there must be toilets as well as a personal, lockable, two-part lockers, refrigerator for brought food, and it must be possible to dry clothes. Parking and bicycle stands are provided.

Subsection 2 Shelter money

Where rest areas and the facilities mentioned here do not exist, shelter money in the amount of DKK 74.01 per day, is provided calculated from the pay week the requirement is made. (Per 1 March 2022 DKK 75.19 and per 1 March 2023 DKK 76.39.)

Subsection 3 Seasonal work

Where work is done in open terrain in connection with seasonal work, and presumably a shed/site hut is assigned within a distance of 400 m, no claim can be made for shelter money. Walking time to and from rest area takes place during working hours.

§ 57. Driving

Subsection 1 Driving allowance

When the employee, at the employer's request, uses his own means of transport in the company's service, driving allowance is granted in accordance with state rules.

Subsection 2 Driving at work in indoor planting companies

For driving agreements concluded after 1 March 2018, the following applies:

For work where the employee drives from home and directly to the customer (round trip), a local agreement on driving must be concluded.

The local agreement must be concluded with the union representative. In companies where a union representative has not been elected, the federations local branch is involved in the discussions.

Lack of agreement can be the subject of a discussion between the organisations.

§ 58. Housing

Subsection 1 Rent

If the employee is assigned an apartment in an employer's building, the rent is determined after negotiation. If agreement cannot be reached, the rent is determined by arbitration in accordance with the price of similar apartments.

Subsection 2 Leaving an apartment

If such an employee is terminated, he or she must vacate the apartment with 3 months' notice to the 1st of a month. If the employee resigns, the housing must be vacated with 1 month's notice to the 1st of a month, insofar as it is service housing approved in accordance with the law.

Subsection 3 Neglect

Complaints about an employee's obvious neglect of a given housing (with garden, where applicable) shall be dealt with according to rules for dealing with industrial disputes.

§ 59. Board and lodging

If the employees receive board and lodging from the employer, an amount is paid for this, which must not exceed the usual rates in the area. The employee is free to receive board and lodging. 3F has the right to take proceedings for any misuse.

§ 60. Health check for night workers

Employees employed as night workers must be offered a free health check before they start employment as night workers and within regular periods of a maximum of 2 years, cf. otherwise applicable legal provisions.

If the health check takes place outside the working hours of the employee concerned, the employer compensates for this.

It is not required that a doctor should carry out the health check. However, there must be a doctor who supervises the examination and who can be consulted in connection with the health check. The health check must be carried out by a person with occupational health qualifications.

§ 61. Employment on special terms

If work performance is impaired due to injury, work may be for a lower hourly wage by agreement between the employer and the employee in question. The condition for the employment of such employees is that the employment relationship is approved by the federation.

§ 62. Seniors

Subsection 1 Senior interviews

The company is obliged to hold a senior interview annually with employees aged 58 or over. The senior interview can be part of the employee development interview.

Subsection 2 Senior rest days

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

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 all or part of the pension contribution into senior rest days. A maximum proportion of the pension contribution may be converted to cover the insurance scheme, health insurance contributions and administrative costs. The converted pension contribution is inserted into the employee's free-choice account.

The conversion in a senior scheme does not change the existing collective bargaining basis and is thus cost-neutral for the company. The converted pension contribution is not eligible for holiday pay. It is not possible for the individual employee to combine the conversion of pension funds with the use of his or her own funds.

A maximum of 32 senior rest days per calendar year can be taken, regardless of whether the funding is through the free-choice account or through the conversion of pension contributions. Senior rest days are held without pay, but the employee can receive an amount equal to the usual salary from the free choice account.

The employee must notify the company in writing by 1 November as to whether the employee wishes to be part of a senior scheme in the coming calendar year and, if so, how much of the pension contribution he or she wishes to convert. This selection is binding on the employee and will continue in the following calendar years. However, each year before 1 November, 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 and including the pay period in which the employee is 5 years from the current state pension age.

The scheduling of senior rest days takes place taking into account the company's operations and according to the same rules that apply to the scheduling of special holidays.

The increased flexibility must be cost neutral for the company.

CHAPTER 19 FUNDS

§ 63. The FIU Training Fund

A contribution of 26.5 øre per hour worked is paid to the Union's Internal Training (FIU). The amount is collected under a separate agreement and allocated at 3/4 to FH and 1/4 to GLS-A.

§ 64. Agricultural Training Fund

The Agricultural Training Fund pays 10 øre per hour worked by the employees employed at the company.

For companies that have acceded to the agreements concluded between GLS-A and 3F and which are not members of GLS-A, a contribution of 40 øre per hour is paid to the Agricultural Training Fund for the employees employed at the company.

The funds in the Agricultural Training Fund are used to finance the operation of the Vocational Training Committee for Agriculture. The Fund's receipt of the funds collected may not exceed 75% of the operating costs of the Vocational Training Committee for Agriculture (defined as labour costs, secretarial expenses, etc.).

§ 65. Competence Development Fund for Agriculture

A skills development fund (The Development Fund for Agriculture) has been established. The Board of Directors of the Fund is composed jointly from 3F and GLS-A. 3F appoints the Chairman of the Board of Directors. The Competence Fund has a secretariat at GLS-A.

The scheme is financed by the company's paying in DKK 780 per year per full-time employee.

The contribution to the Development Fund for Agriculture is increased per 1 January 2022 to DKK 862 per full-time employee per year.

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

The company allocates 45 øre per worked hour for the development of training, working environment and co-operation conditions, including the union representative institution within the area of the collective agreement.

The funds are collected and paid into the GLS-A – 3F 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 can demand that the contribution to the Fund for Training, Working Environment and Cooperation lapse during the first 2 years of membership of GLS-A. Contributions are paid normally after this point.

CHAPTER 20 AGREEMENTS, TRADE UNION LAW AND PERIOD OF VALIDITY

§ 67. General Agreement

The General Agreement between the Association of Agricultural Employers' Associations (SALA) and the Danish Confederation of Trade Unions (LO) is applicable to this Agreement.

§ 68. Cooperation Agreement

The Cooperation Agreement between the Association of Agricultural Employers' Associations (SALA) and the Danish Confederation of Trade Unions (LO) is applicable to this Agreement.

§ 69. Organisation agreements

In addition, organisation agreements have been concluded between the Parties, which include EU directives, rules for dealing with industrial disputes as well as agreements on inspection measures, equal pay, animal welfare in the event of labour disputes, co-operation forums, etc. The Agricultural Organisation Agreements are available at www.gls-a.dk and www.3f.dk.

§ 70. Rules for dealing with industrial disputes

Regarding rules for dealing with industrial disputes refer to the Agricultural Organisation Agreements.

§ 71. Duration of the Agreement

This Agreement shall remain in force until the termination of the Agreement in accordance with the rules in force at any time on 1 March, but not earlier than 1 March 2024.

Copenhagen, 23 February 2021

For GLS-A

For Fagligt Fælles Forbund (3F)

Helle Reedtz-Thott

Peter Kaae Holm

CHAPTER 21 PROTOCOLS

Protocol on offsetting

Offsetting is permitted in non-collectively agreed supplements, personal allowances and the like.

Protocol on the federation's conclusion of agreement

It is a prerequisite that the federation and its branches do not conclude an agreement with any non-GLS-A horticulture, plant nursery owner or company with pay and working conditions inferior to those stated in the agreements between the co-signed organisations at any given time.

In cases where the federation contacts individual horticulture or plant nurseries for the establishment of an agreement, GLS-A is notified by sending a copy of the written request.

However, the federation is not obliged to give prior notice in cases where immediate contact is deemed necessary, but in such cases a copy of the Agreement entered with the concerned is sent to the employers' association.

Protocol on occupational pension and pension phasing-in

Subsection 1 Mandatory pension scheme

Occupational pension is mandatory for employees covered by collective agreement concluded between the Parties. The purpose of the scheme is to insure the individual - and his or her possible survivors in the event of disability, retirement or death.

The Parties agree that the funds of the scheme shall be invested in such a way as to maximize returns, taking into account reassuring security and maintaining the real value of the funds. The investments must be determined by objective, business considerations.

Subsection 2 PensionDanmark

PensionDanmark administers the pension scheme.

Subsection 3 Pension contributions

The scheme is mandatory and covers all employees who are covered by a collective agreement concluded between the Parties, who have reached the age of 18 and who have worked under an agreement between the Parties to the Agreement for at least 3 months. However, employees who can prove that they have been covered by an occupational pension scheme in connection with their previous employment relationship are covered by this scheme from the time of employment.

The pension contribution is 12.99% of the holiday-entitled pay plus public holiday and days off payment and free-choice account.

The breakdown of contributions is as follows:

Employer contributions	Employee contributions	Total
8.66%	4.33%	12.99%

The pension contribution is paid monthly to PensionDanmark.

Contribution is settled up to and including the last wage payment in the month. The employee has the right to increase his or her own contribution to the pension scheme.

Health disclosures are not required in connection with joining the scheme.

Subsection 4 Students in vocational training

Students who have reached the age of 18 and who have 3 months seniority in the training are covered by an occupational pension in PensionDanmark.

As of 1 March 2021, the pension contribution amounts to:

Employer	Student	Total
5.10%	2.55%	7.65%

In addition, as of 1 April 2021, 18- and 19-year-old students are covered by an employer-paid student insurance scheme with PensionDanmark. Student insurance lapses when the student goes over to full pension.

Per on 1 September 2021, the contribution rates for students who have reached the age of 20 will be increased to the collective agreement's rates for adult employees. The rates are increased from the 1st of the month in which the student turns 20 and has 3 months seniority in the training.

As of 1 September 2021, the pension contribution amounts to:

Student age	Employer	Student	Total
18 - 19 years	5.10%	2.55%	7.65%
20 years or above	8.66%	4.33%	12.99%

Students undergoing vocational training who are paid as adults are covered by the pension scheme under the same conditions as other adult employees.

Subsection 5 Early retirement, state pension, 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 contributions.

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

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

Subsection 6 Health care scheme

Employees are covered by a health care scheme through PensionDanmark. The scheme is financed through the pension contribution.

Subsection 7 Phasing-in of pension

Newly appointed 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 to PensionDanmark 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.
- Two years after joining the employers' association, the pension contribution is increased to 75% of the pension contribution at that time.
- Three years after joining the employers' association, the pension contribution is increased to the current pension contribution agreed in the Agreement.

If the collectively agreed contributions are increased during the period, the company's contribution shall be increased proportionately so that the above proportion of the collectively agreed contributions is paid into a pension at all times.

Subsection 8 Company pension scheme

Newly admitted members of GLS-A who have established a company pension scheme prior to joining may demand that the existing company pension scheme for employees employed at the time of joining replaces payment to PensionDanmark.

The contribution to the company pension scheme must at all times be at least equal to the collectively agreed contributions to PensionDanmark.

The company pension scheme cannot be extended to employees who are hired after the company's registration in GLS-A. For these employees, the collectively agreed pension contributions are paid to PensionDanmark.

It is a prerequisite for the continuation of a company pension scheme that it has existed for 3 years prior to the company's accession to GLS-A. A list of the employees concerned shall be drawn up, which shall enter the federation immediately after joining GLS-A. These employees are free to choose to leave the existing depository intact and start new savings in PensionDanmark or to transfer their depository to PensionDanmark and continue the pension payment to their new depository in PensionDanmark or continue with payment into the existing depository. Employees must be informed of differences in the pension schemes in the two schemes.

Employees can at any time go from payment to the previous scheme to payment to PensionDanmark.

Protocol on converting and escalating free-choice account

Newly admitted member companies that have not established a free choice account or similar scheme prior to enrolment, or that have a free choice account or similar scheme with lower contributions, can join the free choice account of the Agreement in accordance with the rules below.

The companies can deduct from the employee's wages the contribution applicable at the time of registration, less 4.0%. However, the company will not be able to pay an hourly wage less than the standard wage rate.

From the registration, the companies are obliged to pay contributions to the free choice account less 4.0%, as well as contributions according to the escalation scheme below. If the company does not wish to escalate, the full contribution is paid.

In the case of the 4,0%, newly joined members may require escalating as follows:

- By no later than date of registration, the company must pay 1.0% in contributions to the free-choice account.
- Within one year, the company must pay 2.0% in contributions.
- Within 2 years, the company must pay 3.0% in contributions.
- Within 3 years, the company must pay 4.0% in contributions.

The savings scheme cannot be used to reduce existing contributions.

Any free-choice account or equivalent arrangement existing at the entry time ceases and is replaced by the free-choice account of the Agreement.

Protocol on employment on terms similar to salaried employees

The organisations recommend that those companies which, for certain employees with more than 9 months' seniority, wish to introduce employment conditions similar to those enjoyed by salaried employees preferably do so in accordance with the guidelines set out in this protocol. The question of the introduction or abrogation of agreements on terms similar to salaried employees can be dealt with under the industrial dispute procedure, but only at a negotiation meeting.

Employment relationships on terms similar to a salaried position can be agreed individually with employees who perform specially trusted/qualified work. Agreements on employment on terms similar to a salaried position are only valid if they are drawn up in writing.

The organisations jointly draw up a form to be used for contracts for employment on terms similar to a salaried position. After signing, the employment form may be required to be submitted to the respective organisation.

Wage

The wage must express the individual employee's qualifications, responsibilities, effort and skill.

Once a year, the wage of the individual is assessed, and any adjustment is made. The time of adjustment may be the same as for salaried employees employed at the company.

Disagreements regarding wage levels or wage adjustment can be dealt with under trade union law in accordance with the rules of the Agreement.

In the case of employment on terms similar to a salaried position, the hourly wage is converted into monthly pay at the applicable hourly rate, currently 160.33. The wage is paid on the same dates as the company's salaried employees.

Seniority

Seniority in employment on terms similar to a salaried position is calculated from the 1st of the month in which the agreement enters into force.

Termination

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

The Parties agree that the length of notice periods may not be shorter than those obtained under the Agreement when transitioned to employment on terms similar to salaried employee terms.

It may be agreed in the individual contract that the employee may be terminated with one month's notice until resignation at the end of a month, when he or she has received wage during sickness for a total of 120 days within a period of 12 months. The validity of the dismissal is conditional on it taking place in immediate connection with the expiry of the 120 sick days, and while the person in question is still sick, whereas the validity is not affected by the employee returning to work after the dismissal has taken place.

Working hours

The working time, including any overtime, shifts and staggered time, together with payment thereof, shall be determined in accordance with the provisions of the Agreement.

Holiday

When employed on terms similar to a salaried position, holidays with pay or leave with holiday allowance are taken, cf. Section 16 of the Danish Holiday Act.

Public holidays

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

Sickness

The company pays full wages during sickness.

Other provisions

Employees employed on terms similar to a salaried position are subject to the following provisions of the Salaried Employees Act:

- 2a - Severance pay
- 2b - Rules on unfair dismissal
- 8 - Residual pay on death
- 16 - Free time to look for a job and
- 17a - Share in profits

Unless otherwise stated in this protocol or in the employment agreement worked out between the parties, the employee is covered by the rules in the Agreement.

Industrial dispute procedure

Any disagreements concerning the understanding of the individual agreements or of these guidelines shall be dealt with in accordance with the rules of the Agreement for dealing with industrial disputes.

If the company wishes to be released from an agreement on employment on terms similar to salaried employees with a single employee, or if the individual employee wishes to be released, this can be done with the notice of termination applicable with the employee in question.

After the expiry of the above notices, the employee is considered to be covered by the applicable agreement only.

Existing agreements on employment on terms similar to a salaried position may be rewritten in accordance with these guidelines by agreement between the local parties.

Protocol on the code of conduct for agreements with foreign employees

Between the Parties to the Agreement, it is agreed that it may be appropriate for foreign employees that the company provides housing, transport, etc. for employees during their stay in Denmark.

At the same time, the Parties to the Agreement agree that it must be voluntary for employees to conclude an agreement with the company on the purchase of services in connection with the employment relationship, and that according to the Parties' understanding it will be contrary to the agreements concluded between GLS-A and 3F to stipulate employment of the employees entering into such an agreement.

Further to this, the Parties agree that, following the conclusion of a voluntary agreement with the company on the purchase of services, employees should be given the opportunity to terminate the agreement with one month's notice to the end of a month, unless a shorter term of notice is agreed.

If GLS-A's member companies conclude such voluntary agreements with their foreign employees, there is agreement between the Parties to the Agreement that it is natural that the payment for the services can be deducted in connection with the wage payment.

Protocol on the obligation to provide information on subcontractors

According to the Agreements between 3F and GLS-A, GLS-A's member companies must, at the request of the local 3F branch or the federation, provide sufficient information on the name, address, CVR number and enterprise for the contract in question as soon as possible, however, within a maximum of 72 hours.

The Parties agree on the following understanding of time limit etc. of this provision:

The local 3F branch or the federation may at any time request the said information regarding subcontractors.

The request for information should be made in writing by letter, e-mail or similar so that the applicant can prove that the request has been made.

The time limit for the submission of information on subcontractors of 72 hours shall be calculated from the time at which the request has been received.

If a request has been received after 15.00, the deadline is calculated at 72 hours from the next working day at 08.00.

All days of the week are included when the deadline of 72 hours is to be calculated, except for periods with public holidays, where there are less than 72 hours between two weekdays (Monday to Friday). In that case, the deadline is 24 hours from 8:00 a.m. on the first working day after the deadline.

Requests for information relating to subcontractors shall be based on a factual need and must not be misused for purposes of harassment. Allegations of harassment shall not have suspensory effect in relation to the obligation to provide information.

Protocol on cooperation in companies on green conversion, etc.

The Parties recognize that companies are facing profound changes in the context of the green transition, with a changing labour market, with the introduction of new technology and with subsequent withdrawal.

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 intention of involving employees in maintaining and developing the adaptability and innovation capacity of companies, including, inter alia, in discussing the need for new skills and continuous upskilling. The introduction of new technology leads to an increased focus on continuing training and adaptability.

In order for companies to be well equipped also to take advantage of the opportunities in the green transition, including the potentials of the green transition in a global market, there is an ever-growing need for the company's employees to remain at the forefront of the challenges that new tasks present. Ambitious climate goals require the use and development of new technologies that are essential for the company's competitiveness, employment, as well as working environment and job satisfaction.

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

Agreement on data protection

GLS-A and 3F - Den Grønne Gruppe (The Green Group) agree that provisions in collective agreements and the processing of cases relating thereto must be interpreted and handled with in accordance with the General Data Protection Regulation (EU 2016/679), applicable in Denmark from 25 May 2018.

GLS-A and 3F Den Grønne Gruppe (The Green Group) agree that the implementation of the General Data Protection Regulation must ensure that the current practice of collecting, storing, processing and disclosing personal data in accordance with the employment and labour law obligations can continue.

Agreement on employment on special terms for employees with reduced working capacity

In the case of employees who have difficulty gaining a connection to the labor market and who either permanently or temporarily have a reduced working capacity, an agreement may be made locally regarding working conditions, including reduced working hours and/or a lower pay, that deviate from the provisions otherwise stated in this Agreement.

An agreement on employment on special terms is entered into between the company, the employee and the local 3F branch.

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