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#### Section 1 - Application of the collective agreement

#### Subsection 1: The collective agreement

The parties to the collective agreement agree that this collective agreement's provisions must be observed. The parties agree that the collective agreement is an area collective agreement that applies for all hired employees within the area covered by the collective agreement, and that the parties agree to counter any attempt to circumvent the provisions of the collective agreement.

#### Subsection 2: Newly admitted members

When admitted as a member of TEKNIQ Arbejdsgiverne, Companies having a collective agreement with one or more trade unions within the area covered by the collective agreement, be it a special collective agreement, an accession collective agreement or a local agreement, are covered by this collective agreement from the time of the admission as a member, without special termination of the collective agreement(s) with the trade union(s).

Immediately after the company's admission to TEKNIQ Arbejdsgiverne, adaptation negotiations will be initiated with the purpose of establishing any local agreements in such a way that the existing collective agreement conditions are not changed as a whole. The adaptation negotiations must be completed no later than 2 months after the company's admission to TEKNIQ Arbejdsgiverne.

Local agreements concluded in connection with adaptation negotiations will after the expiry of the collective agreement period be covered by Section 30 of the collective agreement.

Companies which upon admission to TEKNIQ Arbejdsgiverne do not have any collective agreement or local agreement with any trade union within the area covered by the collective agreement, are covered by the collective agreement between TEKNIQ Arbejdsgiverne and the respective trade unions from the time of admission; see however the specific rules on pension provisions in Section 4.

#### Section 2 - Engagement

#### Subsection 1: Second jobs

Employees who are employed in companies subject to this collective agreement may not undertake work elsewhere within the area covered by the collective agreement. This applies to work in another company or self-employed work. This provision does not preclude the employer from hiring out employees to other companies.

#### Subsection 2: Unskilled workers

Unskilled workers are allowed to perform work that is covered by this collective agreement and the price lists' area, if this work is performed on the conditions stipulated by the collective agreement and the price lists.

# Subsection 3: Special working conditions

The organisations agree that technical work functions in connection with the normal work areas of this Plumbing Collective Agreement are covered by this Plumbing Collective Agreement in relation to basic and continuing training in the plumbing industry's areas.

To the extent that it is necessary to adapt pay and working conditions, the organisations may commence negotiations on such adaptation.

The provision does not cover employment relations such as supervisors and trusted permanent employees.

### Subsection 4: Hiring on Mondays

Hiring of employees preferably takes place on Mondays at the start of the day's working hours.

#### Subsection 5: Implementation of the Directive on Employment Contracts

The organisations have entered into an agreement that replaces the national legislation. The agreement implements EC Directive 91/533 on employers' obligation to inform employees of the conditions applicable to the contract or employment relationship.

### Subsection 6: Hiring of foreign employees

The parties to the collective agreement agree that foreign workers hired by TEKNIQ Arbejdsgiverne's member companies must be hired on the conditions of the collective agreement.

If a foreign company joins TEKNIQ Arbejdsgiverne, the parties to the collective agreement agree to summon the company to a joint review of the collective agreement so as to prevent errors and misunderstandings regarding the scope of the collective agreement.

To the extent that a member company does not have a Danish place of business, it is not covered by the holiday guarantee outlined in Section 15(6). The company must therefore pay holiday allowance to the BAT Cartel's Holiday and Public Holiday Fund or otherwise document that the employees are paid holiday allowance in accordance with Danish law. A clarification of this holiday allowance obligation can be provided in connection with the above-mentioned meeting.

It has also been agreed that posting of foreign workers must be done in accordance with the EU Posting Directive, and the Act on the posting of workers, etc., cf. Consolidation Act no. 1144 of 14 September 2018 as amended.

#### Subsection 7: Employment code

The parties to the collective agreement agree that it must be voluntary for the employees to enter into an agreement with the company on the purchase of services related to the employment relationship and that, in the understanding of the parties, it would be in violation of the collective agreement to make an employment relationship conditional upon the conclusion of such an agreement by the employees.

#### Subsection 8: Electronic delivery of documents

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

Before commencing electronic exchange, the employees must be notified 3 months in advance.

After the expiry of this notice, the employees who are unable to use the electronic solution can achieve the documents in paper form by contacting the company.

### Section 3 - Pay conditions

#### Subsection 1: Minimum wage

From the beginning of the pay period which includes the following start dates, the minimum wage per hour totals:

### Subsection 1 Minimum wage

As of 1 March 2020, the minimum wage is DKK 122.10 per hour As of 1 March 2021, the minimum wage is DKK 124.60 per hour

As of 1 March 2022, the minimum wage is DKK 127.10 per hour

#### Subsection 2: Other pay conditions

- a. The parties agree that time-based pay or productivity-enhancing salary systems should be used in a manner which enhances the individual company's productivity and competitiveness in the best way – and thereby its employment opportunities.
- b. Negotiations on wage changes may not take place more than once during each collective agreement year. It seems natural to the parties to the collective agreement to include, for example, the pay rises resulting from any increases in the public holiday/free choice scheme in connection with the local pay negotiations.

#### Subsection 3: Productivity bonus

A productivity bonus of DKK 10 is payable. The bonus is payable per productive hour. However, the bonus is regarded as included when the hourly pay exceeds the minimum wage plus the productivity bonus.

#### Subsection 4: General pay rise

All general pay raises during the collective agreement period will be added to the payments per hour.

### Subsection 5: Wage disparity

The organisations agree that they have the right to institute proceedings under the rules of the collective agreement for handling industrial disputes if they discover wage disparity at a workplace.

### Subsection 6: Dirt supplement

For the cleaning of sewers, wells, toilets, urinals, waste water pipes and all repair work on old roofs, and otherwise in accordance with the provisions of the Pipe Price List, the following hourly supplement will be paid:

As of 1 March 2020, an hourly supplement is payable of DKK 9.75

As of 1 March 2021, an hourly supplement is payable of DKK 9.90

As of 1 March 2022, an hourly supplement is payable of DKK 10.05

The supplement must be paid for a minimum of 3 hours. The supplement is paid both for work on day wage and piecework.

The dirt supplement is paid in connection with:

### Repair, replacement or cleaning of:

- 1. Underground pipes
- 2. Oil-fired boilers and oil pipes
- 3. Boilers
- 4. Tanks
- 5. Installations in spaces under eaves and crawl spaces
- 6. Waste water pipes
- 7. Wells

- 8. Sewers
- 9. Urinals and toilet bowls

#### Other areas of work:

- 1. Dismantling of pipes in old boiler rooms/plant rooms
- 2. Dismantling of old drainpipes
- 3. Work in excavations, except however for concrete canals
- 4. Work in wells

## Subsection 7: Supplement for changing worksites

This provision applies for employees who work at changing worksites performing service work, minor construction tasks and maintenance tasks for which the provisions of AT-notification no. 1.03.1 – Welfare measures, regarding changing worksites, apply.

If it is agreed that the employee does not drive back to the company during lunch breaks, the following supplement will be paid to partially cover the costs of meals, etc.

As of 1 March 2020, an hourly supplement is payable of DKK 59.15

As of 1 March 2021, an hourly supplement is payable of DKK 60.10

As of 1 March 2022, an hourly supplement is payable of DKK 61.05

#### Subsection 8: Commencement of rates

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

#### Subsection 9: Implementation of the Equal Pay Act

The parties to the collective agreement agree to implement the Danish Equal Pay Act in the collective agreements, see Annex 21.

# Subsection 10: Integration of dirt supplement for changing worksites in hourly pay

According to a local agreement, see Section 30(3), the employer can include dirt supplement as a permanent element of hourly pay in accordance with subsection 6 and/or the supplement for changing worksites in accordance with Section 3(7) in the employee's hourly pay. This must be stated in the employee's employment contract or supplement to the employment contract. If under the present provision it is agreed to include one or both supplements in the employee's hourly pay, the said supplement(s) must be paid during illness, in accordance with Section 11(2).

#### Section 4 - Pension

#### **Subsection 1: Pension contribution**

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

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

### a. Pension contribution during maternity leave

During the 14 weeks of maternity leave, an extra pension contribution shall be made for staff who possess 9 months' seniority at the anticipated time of birth. The pension contribution totals DKK 12.75 per hour.

The employer's contribution amounts to 2/3 and the employee's to 1/3 of the above-mentioned amounts.

#### b. Pension contribution after government pension age

If the employee is still in employment after having reached government pension age, the employee can choose whether to continue pension savings or whether the pension contribution should be paid out continuously in wages.

Insurance cover for critical illness and the healthcare scheme apply for at least 12 months, irrespective of whether the employee chooses to continue with pension savings after the employee has reached government pension age.

#### c. Pension contributions in respect of holiday and public holiday compensation during illness

Holiday and public holiday compensation during illness is calculated in respect of employees entitled to a pension. Both the employer's and the employee's own pension contributions are calculated in respect of holiday illness allowance and paid into the pension scheme.

The employer's pension contribution is calculated in respect of holiday illness allowance. The employee's share is deducted in the holiday illness allowance prior to final settlement of this.

### Subsection 2: Escalation scheme

Newly admitted members of TEKNIQ Arbejdsgiverne who, prior to admission to TEKNIQ Arbejdsgiverne, have not had a pension scheme for employees covered by the collective agreement, or who have a different pension scheme with lower pension contributions for these employees, may demand that their contribution to PensionDanmark be graduated as follows:

No later than 3 months after joining TEKNIQ Arbejdsgiverne, 25% of the then current pension contribution must be paid.

No later than 1 year after joining, the contributions must total at least 50% of the then current pension contribution.

No later than 2 year after joining, the contributions must total at least 75% of the then current pension contribution.

No later than 3 years after joining, the pension contributions must be equal to the pension contribution agreed upon in the collective agreement.

If the contributions stipulated by the collective agreement increase during the period, the company's contribution will be raised in line with the increase. Thus, the aforementioned shares of the collectively agreed contribution will at all times be paid into the pension scheme.

Immediately after joining TEKNIQ Arbejdsgiverne, the escalation scheme schedule must be recorded by TEKNIQ Arbejdsgiverne and the union at the request of TEKNIQ Arbejdsgiverne.

#### Subsection 3: Pension for employees in flexible jobs

Employees who, due to a reduced ability to work, are employed in a flexible job entitled to subsidy, and who at the time of hiring are covered by/a member of one or more pension schemes established by collective agreement, must receive the pension contribution pursuant to this collective agreement, and this contribution must be paid into the pension scheme to which the most recent contribution was paid.

If no previous pension contribution has been paid by the employee, the pension contribution must be paid to the pension scheme covered by this collective agreement. In that case, the pension scheme must be notified separately of the employee's employment relationship.

It is a condition for the agreement's entry into force that the necessary mutual agreements are established between PensionDanmark and the other relevant pension institutions, thus allowing deviations from the pension provisions of the collective agreement.

#### Subsection 4: Health insurance scheme

PensionDanmark has established a health insurance scheme for employees entitled to pension and covered by the collective agreement.

The company pays the insurance premium.

For the terms applicable for apprentices, refer to Section 26(9) and 26(12) of the collective agreement.

### Section 5 - Payment of wages

#### Subsection 1: Pay period

The pay period is 2 weeks and is calculated from the beginning of a calendar week. The payment of wages must be available on the first Thursday after the conclusion of the pay period. The employer must provide a readily understandable wage specification.

### Subsection 2: Monthly wage payment

Pay can be converted into a monthly wage payment. The transition to monthly pay must be notified in writing at least 2 months in advance.

Payment is made of an amount on account corresponding to 14 days' pay the first time the 14-day pay is not paid out in full. This amount will be repaid by wage deduction over the subsequent 12 months at 1/12 per month of the amount on account, unless otherwise agreed. However, if the employee leaves, the remainder will be deducted from the last wages.

Unless otherwise agreed, hours, supplementary payments, etc., will be settled up to and including the pay week that includes the 20th of each month, so that payment can be made as set out above.

The employee will be informed in writing with regard to accrual of the pay calculation.

The employee's pay is available on the last banking day of the month.

The employer must provide a readily understandable wage specification.

## Subsection 3: Payslip

The payslip must, as a minimum, include:

- statement of piecework and hourly-paid work
- payment of sickness benefit
- work-related supplements
- piecework surplus
- holiday allowance
- pension contribution
- ATP (Danish labour market supplementary pension)
- tax calculation

#### Subsection 4: Time sheets

To enable the timely payment of wages, the employees are obliged to submit time sheets daily as well as weekly time sheets such that the employers receive them Monday morning no later than at the start of the day's working hours. If working hours are reported electronically, a copy of the employee's report must be sent to the e-mail address that the employee has made known to the employer, or sent via e-Boks.

The electronic report must include options for reporting all elements of pay, including nuisance compensation, payment for travel time, etc. This can also be facilitated with tick-boxes and free text fields.

In cases where electronic reporting is not used, the employer must provide time sheets. The employee completes these up to the end of working hours and delivers them to the employer by the method agreed.

#### Subsection 5: Payment of wages for public holidays

If public holidays and Constitution Day fall on a Thursday or Friday, the payment of wages is to be made 2 weekdays prior to this.

The companies are entitled to settle the payment of wages through an advance.

#### Section 6 - Working hours

This provision can be replaced by a local agreement concluded between the company and trade union representative. A copy of the agreement must be submitted as notification to the organisations.

### Subsection 1: The weekly working hours

The working week stipulated by the collective agreement is agreed as 37 hours.

#### Subsection 2: The daily working hours

The working hours are determined in the individual company between the hours of 6:00am and 6:00pm and are distributed over 5 days. No working day may be under 7 hours, unless otherwise agreed. If the working hours are assigned outside of the aforementioned hours, a supplement must be paid in accordance with Sections 8 (overtime) and 9 (staggered working hours).

Moreover, in connection with changes and repairs to facilities in operation in industry, production and trading businesses and at institutions, it is possible to establish staggered working hours in accordance with the provisions of Section 9.

In companies with multiple independent branches, agreements can be concluded with a trade union representative regarding different start and end times for the working days. Agreements of this nature must cover everyone in the branch concerned.

#### Subsection 3: Varying weekly working hours

Subject to local agreement, the working hours for all employees or groups of employees can be scheduled with varying weekly working hours.

Varying weekly working hours can be agreed for no more than a 12-month period, and the average weekly working hours must be 37 hours during the agreed period.

It is a requirement for the implementation of varying weekly working hours that they are determined for the entirety of the agreed period.

If an employee covered by such an agreement is dismissed during the planned period, an overtime supplement must be paid in accordance with the applicable rates for the number of hours exceeding a weekly working hours total of 37.

The working hours in any given week must not exceed 50 hours. An agreement can be made regarding working hours of less than 7 hours per day.

Varying working hours are laid down in writing and at least 2 weeks in advance.

### Subsection 4: Payment of wages for extended working hours

On the condition of a written local agreement concluded with a trade union representative elected in accordance with Section 29, it can be agreed between the individual employee and the company that pension contributions, see Section 4(1), contributions to Public Holiday/Free Choice Account, see Section 17(1) as well as holiday pay/holiday bonus, see the Danish Holidays Act, can be converted into a supplement to the wages of the individual employee with regard to the hours exceeding the average weekly working hours; see the Plumbing Collective Agreement. Varying weekly working hours, see subsection 3, and overtime, see Section 8, are not considered to be extended working hours in this context.

The conversion does not change the existing collectively agreed basis of calculation and is thereby cost-neutral for the company.

### Subsection 5: Working time directive implemented

The parties have, by agreement, implemented EU directive No 93/104EC regarding working hours.

# Subsection 6: Working time directive implemented

The parties have, by agreement, implemented EU Directive No 97/81/EC on part-time employment.

# Subsection 7: Work sharing

Based on a local agreement, it is possible to establish a temporary reduction of working hours (work sharing scheme).

The conditions for such a scheme are found in Annex 5.

#### Section 7 - Standby shifts

This provision can be replaced by a local agreement concluded between the company and trade union representative. A copy of the agreement must be submitted as notification to the organisations.

### Subsection 1: Agreement on standby shifts

Standby shifts must be agreed for at least 7 consecutive days at a time. Standby shifts begin after the conclusion of working hours and end at the commencement of working hours. Before a standby period, a smaller number of standby hours can be agreed.

If the standby shift involves more than one employee, the trade union representative participates in the organisation and planning of these shifts.

### Subsection 2: Standby shifts

During an agreed standby shift, the employee is obliged to be present at his residence or available to be called at another location in an agreed manner. The employer will provide a mobile telephone or pager for this purpose. Regardless of where the employee is present, the employee must arrive at the customer's premises within the same amount of time it would take to arrive from the employee's residence.

## Subsection 3: Number of standby shifts

The number of standby shifts must not exceed 2 weeks during any 4-week period.

### Subsection 4: Payment for standby shifts

Standby shifts are paid as follows:

#### As of 1 March 2020

- a) for standby hours on weekdays, the hourly supplement is DKK 21.25
- b) for standby hours on Sundays, public holidays and days off, the hourly supplement is DKK 26.60

#### As of 1 March 2021

- a) for standby hours on weekdays, the hourly supplement is DKK 21.55
- b) for standby hours on Sundays, public holidays and days off, the hourly supplement is DKK 27.05

### As of 1 March 2022

- a) for standby hours on weekdays, the hourly supplement is DKK 21.90
- b) for standby hours on Sundays, public holidays and days off, the hourly supplement is DKK 27.50

#### a. Weekly payment for standby shifts

The weekly payment for standby shifts cannot total less than:

As of 1 March 2020, the weekly supplement is DKK 1,064.05

As of 1 March 2021, the weekly supplement is DKK 1,081.10

As of 1 March 2022, the weekly supplement is DKK 1,098.40

#### Subsection 5: On-call work outside of standby shifts

As of 1 March 2020, the supplement per call-out is DKK 134.05

As of 1 March 2021, the supplement per call-out is DKK 136.20

As of 1 March 2022, the supplement per call-out is DKK 138.40

#### Subsection 6: On-call work during standby shifts

On-call work during standby shifts must be paid in increments of full hours. In addition to the applicable hourly pay, a standby supplement and overtime supplement will be paid in accordance with Section 8 of the collective agreement.

### Subsection 7: Postponement of daily rest period in connection with standby shifts

Where no trade union representative has been elected, the employer and the employees can enter into a written agreement to the effect that, when the employees are called on to work when on standby, the daily rest period of 11 hours, for work that is not covered by the annex to Executive Order No. 324 of 23 May 2002 on rest periods and 24-hour rest periods, can be postponed such that it is given directly after the end of the last work period, and so that the rest period can be within on-call work. If this causes the 11 hours' rest to extend into the next 24-hour period, prior to that 24-hour period the employee must also have the ordinary 11-hour rest period. This rest period, too, can be postponed.

If the postponed rest period prevents the employee from working planned, normal daily working hours, the working hours not worked will be paid out as for illness.

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

Maximum postponement of the rest period is for 10 days each calendar month up to a maximum of 45 twenty-four-hour periods per calendar year.

Agreements entered into pursuant to this provision can be terminated pursuant to item 30.

#### Subsection 8: Telephone consulting

Payment for telephone consulting is included in the payment for the standby shifts.

### Subsection 9: Commencement of rates

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

#### Section 8 - Overtime

This provision can be replaced by a local agreement concluded between the company and trade union representative. A copy of the agreement must be submitted as notification to the organisations.

Overtime is to be paid with the following supplements:

#### Subsection 1: The first and second hours

For overtime in continuation of the ordinary working day, the following payment is to be provided for the first and second hours:

As of 1 March 2020, the supplement is DKK 40.50

As of 1 March 2021, the supplement is DKK 41.15

As of 1 March 2022, the supplement is DKK 41.80

#### Subsection 2: Other hours

For the third hour and subsequent hours of overtime, the hourly supplement outlined below will be paid. The same supplement is paid from the first hour in cases of on-call overtime outside of the daily working hours, and on days off, Saturdays, Sundays and public holidays.

As of 1 March 2020, the supplement is DKK 113.50

As of 1 March 2021, the supplement is DKK 115.30

As of 1 March 2022, the supplement is DKK 117.15

### Subsection 3: Intervening hours in connection with overtime

In the intervening hours from the end of regular working hours until the commencement of overtime with notice, overtime supplement will be paid, see subsections (1) and (2).

### Subsection 4: Time off in lieu of overtime

The parties agree that, within the area covered by the collective agreement, it is unavoidable that situations will arise requiring overtime.

The parties agree to limit overtime as far as possible. However, individual employees are not required to take time off in lieu of overtime as long as they do not exceed a total of 10 hours within 2 consecutive pay periods, unless agreed by the employee in question and the employer.

Illness is an obstacle to taking time off in lieu.

If the employee calls in sick in accordance with the company's normal rules before the commencement of working hours, the agreed time off in lieu will be compensated by payment of sick pay while time off in lieu is postponed.

In companies where there is an elected trade union representative, the company and trade union representative can agree locally that overtime beyond that described above must be converted into time off in lieu of overtime.

The trade union representative must be kept informed regarding upcoming and completed overtime and about which employees have performed this overtime.

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

Notice of time off in lieu of overtime must be given by both parties with 4 x 24 hours notice, unless the parties agree locally to different notice conditions or other agreement. The notice shall become void in dismissal situations, as all earned overtime, including overtime not subject to time off in lieu, is converted into time off in lieu prior to the dismissal. Time off in lieu can be taken during the dismissal period.

#### Subsection 6: Voiding of obligation to take time off in lieu

When the unemployment rate falls to 4% or less, all obligations to take time off in lieu of overtime become void.

### Subsection 7: Payment of overtime supplement

The overtime supplementary rate for all overtime hours shall be paid on the first subsequent payday.

The overtime hours covered by the requirement to take time off in lieu remain in place until the time off in lieu is taken , and are paid at the pay that the employee in question receives at the time of taking time off in lieu.

Overtime hours not subject to the requirement to take time off in lieu are paid during the pay period in which they are earned, at the rate of the applicable hourly wage and overtime supplement.

#### Subsection 8: Commencement of rates

The rates listed in Section 8 apply from and including the beginning of the pay period in which the start date is included.

### Subsection 9: Systematic overtime

At companies with variable production needs, and where local parties have sought in vein to achieve a local agreement on varying weekly working hours, the company may notify systematic overtime. Systematic overtime may not exceed 5 hours per calendar week and 1 hour per day, and must be added to the individual employee's normal working hours.

Systematic overtime must be notified no later than by the end of normal working hours 4 calendar days before the week in which systematic overtime is to be carried out.

Unless otherwise agreed between the company's management and the trade union representative, systematic overtime must be counterbalanced with time off in lieu as whole days off within a period of 12 months afterwards. Surplus house that do not give entitlement to a whole day off will be carried forward.

The deployment of time off in lieu must be established by the employer following local negotiation between the parties, although the employee must be given notification of at least 6 x 24 hours.

Time off in lieu derived from systematic overtime cannot be deployed within a period of notice unless the company and the employee agree to this.

For time off in lieu derived from systematic overtime, the parties agree that the existing options for notifying overtime in accordance with the other rules of the collective agreement are unaffected by the option of notifying systematic overtime.

See Annex 18.

### Section 9 - Staggered working hours

This provision can be replaced by a local agreement concluded between the company and trade union representative. A copy of the agreement must be submitted as notification to the organisations.

Staggered working hours are paid with the following supplement from the beginning of the pay week in which the start date is included:

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

Where part of the staggered working hours end between 6:00pm and 10:00pm, hourly payment for work performed during these hours is provided as follows:

As of 1 March 2020, an hourly supplement is payable of DKK 22.30 As of 1 March 2021, an hourly supplement is payable of DKK 22.65 As of 1 March 2022, an hourly supplement is payable of DKK 23.00

Where part of the staggered working hours are between 10:00pm and 6:00am, hourly payment for work performed during these hours is provided as follows:

As of 1 March 2020, an hourly supplement is payable of DKK 43.80 As of 1 March 2021, an hourly supplement is payable of DKK 44.50 As of 1 March 2022, an hourly supplement is payable of DKK 45.20

#### Subsection 2: Duration and establishment

Notice of staggered working hours must be provided with 3 x 24 hours notice. Working hours between the hours of 6:00am and 6:00pm are not staggered working hours and therefore are not eligible for the supplement.

In the event of non-compliance with the notice provisions, or if the staggered working hours are established for a period of less than 1 week, payment for the hours between the hours of 6:00pm-6:00am must be provided in accordance with Section 8(1) and 8(2).

### Subsection 3: Overtime payment in connection with staggered working hours

Work outside of the prescribed hours of the normal working day is paid in accordance with Section 8, subsections (1) and (2).

### Section 10 - Termination and climate-related postponement

#### Subsection 1: Notice of termination

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

From the employer's side 10 working days
From the employee's side 5 working days

Apprenticeship work after reaching the age of 18 is included in the calculation of seniority. Prior to the completion of an apprenticeship, the apprentice must have a termination notice period of 10 working days if the employment relationship is not to continue after the expiry of the apprenticeship contract.

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

If an employee who is entitled to a termination notice under subsection 1 is terminated without notice for a reason for which he is not accountable, he is entitled to compensation. The compensation is calculated on the basis of the employee's average earnings during the last completed quarter (i.e. the average earnings from piecework and time-based pay).

### Subsection 3: Failure by the employee to provide notice

If an employee leaves the company without giving the minimum notice required of him, he is obliged, pursuant to subsection (1), to pay an amount to the counterparty. The amount must be equivalent to the normal pay based on hourly pay work by the given employee for the number of working days involved in the violation.

#### Subsection 4: Temporary interruption of the employment relationship

Employees whose employment relationship is temporarily interrupted due to a lack of work recover the earned seniority and the applicable termination notice upon rehiring by the company within 60 working days after the interruption.

### Subsection 5: Termination as of the end of a calendar week

Termination can only take effect as of the end of a working week.

### Subsection 6: Termination during holiday

Employees who, based on the above, are entitled to a termination notice cannot be terminated during holidays. Nor may these employees give notice of termination during holidays.

### Subsection 7: Termination during illness

An employee who has been employed at a company for an uninterrupted period of at least 9 months cannot be dismissed during the first 3 months of a period of absence caused by illness or injury. This is contingent on the employee being entitled to unemployment benefits pursuant to the Danish Sickness and Maternity Benefits Act during the period of absence.

### Subsection 7a: Mass terminations during illness

In the case of mass terminations, termination may take place during illness. It is a prerequisite, however, that the terminations are subject to the applicable law on terminations, etc., in effect in connection with mass terminations.

#### Subsection 8: Return of tools upon termination

The employee is responsible and liable to provide compensation for the tools provided by the employer, which must be good, suitable, modern and in accordance with the provisions of the Danish Working Environment Authority. It is the employees' duty to take care of the materials provided.

Tools and materials must be stored in accordance with the employer's instructions in lockable compartments, containers, toolboxes, cars, etc. at the end of working hours. For theft of tools, the duty of compensation does not apply if the theft is immediately reported to the employer. Any claim for compensation by the employer must be asserted within 10 days of the notification of the loss.

The employee and employer are obliged to participate in the settlement of toolbox and items provided by the employer at the termination of a task or employment relationship.

When the employee leaves the company/workplace, the necessary time must be allocated for the settlement of tools within the normal working hours. The settlement must be completed before the termination can take effect. If the outgoing employee refuses to participate in tool settlement or is prevented from so doing, the trade union representative can represent the employee at the settlement after the employee has left the company.

If there is no trade union representative in the company, the employer can appoint a witness among the other employees.

#### Subsection 9: Time off in connection with dismissals

#### a. Skills development

Employees who have been employed continuously in the company for at least 2 years and who are dismissed due to restructuring, downsizing, company closures or other circumstances relating to the company are, upon request, entitled to participate in a training course of relevance to the employee with a duration up to 2 weeks, e.g. courses offered by AMU, FVU or other training courses whose participants are entitled to public subsidy at the level of unemployment benefit – unless the employee, within the past 2 years, has completed 2 weeks of continuing training.

The subsidy for participation will go to the company.

The employer meets the costs with a payment per participant of up to a maximum of DKK 1,500

The course must be taken during the period of notice.

These rules are not applicable, however, in respect of employees who are entitled to early retirement benefits or a pension from the employer or from the State.

#### b. In-service training during the period of notice

If it is not possible to complete the course before leaving, it can be completed during a period of up to 3 months after leaving, with a grant from the Skills Development Fund of the Plumbing and Heating Industry.

It is a prerequisite that this activity be completed with a public grant and remuneration (VEU remuneration). The provision only takes effect once this condition has been met.

It is agreed that the Skills Development Fund of the Plumbing and Heating Industry can provide assistance for this within an annual framework. The maximum assistance that can be provided is an amount corresponding to the difference between 85% of previous pay and the public remuneration

### c. Guidance

Employees who are dismissed with termination notice stipulated by the collective agreements due to restructuring, downsizing, company closures or other circumstances relating to the company are entitled to time off with pay for up to 2 hours to seek guidance from the unemployment insurance fund/trade union. This time off must be allocated as quickly as possible after the dismissal and in consideration of the company's production circumstances.

### Subsection 10: Climate-related postponement

The parties to the collective agreement agree that the Plumbing Collective Agreement provides the possibility to send employees home due to weather conditions or lack of materials, in accordance with the guide to the Executive Order on Unemployment Benefit.

In connection with climate-related postponement, the employee is released from the termination rules stipulated by the collective agreement in relation to the employer. The company is required to sign a release certificate.

Termination by the employer is not permitted during periods of climate-related postponement.

The period during which employees are sent home due to climate-related postponement counts towards the employee's seniority.

It is normally not permitted to send a trade union representative or safety representative home unless there are compelling reasons.

#### Subsection 1: Illness

During a timely reported and documented illness, the employer will provide payment for up to 9 weeks to employees with at least 2 months' seniority.

### Subsection 2: Definition of hourly pay during illness

For hourly-paid employees, pay is provided corresponding to the loss of income the person has incurred based on normal productive work.

The hourly pay during illness for piecework journeymen in the company is the applicable hourly pay. If such an hourly pay has not been agreed, the agreed on account pay in section 6 of the piecework sheet will be paid. However, no payment is provided for dirt supplement, supplement for changing worksites and supplement for off-site work.

If it is agreed to include the dirt supplement and the supplement for changing worksites in accordance with Section 3(10), these must also be paid during illness. When adjusting the supplement, pay must be adjusted correspondingly.

The pay during illness includes the statutory maximum unemployment benefit rate.

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

In the case of recurrence of the same illness within two weeks of the end of the period of absence, the employer shall calculate the payment period from the first day of absence in the first period of absence.

### Subsection 4: Sickness benefit reimbursement

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

In cases where the company has already paid sick pay/sickness benefit to the employee, in the period prior to termination the company can only set off an amount in the employee's pay that corresponds to the lost sickness benefit reimbursement. However, this cannot be done if the loss of reimbursement is due to the company's late submission of the reimbursement form.

When the employee has signed and submitted the reimbursement form for sickness benefit to the company, the company is responsible for submission to the municipality.

### Subsection 5: Holiday and public holiday compensation during illness

The employee is entitled to holiday and public holiday compensation during illness pursuant to the Danish Holidays with Pay Act. The Danish Holidays Act is attached as Annex  $1^{1}$ .

#### Subsection 6: Public holiday compensation during illness

Public holiday compensation during absence due to illness is payable if, prior to the illness, the employee had worked for the company for at least 12 months. Former employment within the past 24 months is included in this calculation.

<sup>&</sup>lt;sup>1</sup> The old Danish Holidays Act (Consolidation Act No. 1177 of 9 October 2015) remains in force up to and including 31 August 2020. The old Danish Holidays Act can be found at retsinformation.dk or in the old collective agreements, where it is reproduced as Annex 1. The collective agreements can be accessed via blikogrør.dk or tekniq.dk.

In the event of injury while with the company, public holiday compensation is calculated during absence without the requirement of seniority.

### Subsection 7: Length of period of public holiday compensation

Public holiday compensation according to the above is paid for absences of more than 3 days and for a combined total maximum of 4 months.

## Subsection 8: Leaving the workplace in connection with illness

If an employee, by prior agreement with the employer, has to leave the workplace due to illness or injury, he will be paid for the remaining hours of that day as specified in subsection (2).

#### Subsection 9: Chronic illness

People who have entered into an approved agreement under Section 56 of the Danish Unemployment Benefit Act (chronically ill) are exempt from the sick pay scheme and therefore only receive the currently applicable sickness benefit rate in connection with the illness covered by the agreement.

### Section 12 - Injury and occupational-related illness

#### Subsection 1: Pay in the event of injury and occupational-related illness

In the event of injury during work, including occupational-related illness that is clearly due to work for the given company, the employer will provide pay for up to 9 weeks. However, it is a condition that the employee resume the work if the doctor has permitted this.

For hourly-paid employees, pay is provided corresponding to the loss of income the person has incurred based on normal productive work.

The hourly pay for piecework journeymen in the company is the applicable hourly pay. If such an hourly pay has not been agreed, the agreed on account pay in section 6 of the piecework sheet will be paid. However no payment is provided for dirt supplement, supplement for changing worksites and supplement for off-site work. The pay during illness includes the statutory maximum unemployment benefit rate.

### Subsection 2: Reporting of work injuries

In the event of accidents during work, refer to the Worker's Compensation Act.

The employer must, within 9 days, report accidents resulting in absences of one or more days to the Danish Working Environment Authority. A copy of the report must be sent to the safety organisation or, if such an organisation does not exist, to the injured party.

A work injury must also be reported to the company's insurance company.

#### Subsection 3: Inability to work

If the inability to work is due to injury, through no fault of one's own, while performing work for the company, including occupational-related illness which is clearly due to work for the given company, the employee may not be terminated within the first 6 weeks of the period in which the person has a documented inability to work due to injury.

It is a condition that the employee is entitled to unemployment benefit under the provisions of the Unemployment Benefit Act.

### Section 13 - Pregnancy, maternity and paternity leave

### Subsection 1: Pregnancy and maternity leave

a. maternity leave: Female employees who, at the expected date of birth have 9 months' seniority in the company are entitled to pay during maternity leave for up to 14 weeks.

The hourly pay for piecework journeymen in the company is the applicable hourly pay. If such an hourly pay has not been agreed, the agreed on account pay in section 6 of the piecework sheet will be paid.

For hourly pay employees, the pay during leave is the individual's productive pay. However, no payment is provided for dirt supplement, supplement for changing worksites and supplement for off-site work.

The pay during leave includes the statutory maximum unemployment benefit rate.

The maximum hourly rate as of 1 March 2020 is DKK 148.00 per hour

The maximum rate will be increased: As of 1 March 2021 DKK 150.50 per hour As of 1 March 2022 DKK 153.00 per hour

**b. pregnancy:** Female employees, under the same conditions as specified in subsection (1a), are entitled to maternity leave from 4 weeks before the expected date of birth (pregnancy leave) and until 14 weeks after the birth (maternity leave).

**c. adoption:** Under the same conditions, adoptive parents are entitled to pay during maternity leave for 14 weeks from the receipt of the child, in accordance with the provisions of subsections (1a) and (2).

#### Subsection 2: Paternity leave

Under the same conditions as specified in subsection (1a), pay is provided for up to 2 weeks during paternity leave.

### Subsection 3: Parental leave

Under the same conditions as specified in subsection (1a) – and within 52 weeks after – the company will provide pay during leave for up to 13 weeks. This payment can be made to either the father or mother.

Of these 13 weeks, each of the parents have a right to payment for 5 weeks. If the leave reserved for the individual parent is not taken, the payment shall not be made. The payment for the remaining 3 weeks is made to one of the two parents. Notification of the leave must be provided 3 weeks prior to the commencement of the leave and each of the parents' leave can be divided into a maximum of two periods, unless otherwise agreed.

For parental leave that commenced 1 July 2020 or later, the following applies:

Under the same conditions as specified in subsection (1a) – and within 52 weeks after – the employer will provide pay during parental leave for up to 16 weeks.

Of these 16 weeks, the mother is entitled to take 5 weeks and the father is entitled to take 8 weeks.

If the leave of absence reserved for the individual parent is not taken, the payment shall lapse.

The remaining 3 weeks' leave of absence is granted to one parent or the other.

Notification of the leave must be provided 3 weeks prior to the commencement of the leave and each of the parents' leave can be divided into a maximum of two periods, unless otherwise agreed.

Payment during parental leave corresponds to sick pay, although up to a maximum of DKK 181.50 per hour.

The maximum rate will be increased As of 1 July 2021 max. DKK 184.00 per hour. As of 1 July 2022 max. DKK 186.50 per hour.

The payment includes the statutory maximum unemployment benefit rate. It is a condition for the payment that the employer is entitled to reimbursement equal to the maximum unemployment benefit rate. If the reimbursement is less than this amount, the payment to the employee will be reduced accordingly.

## Subsection 4: Equalisation of parental leave

Through the Confederation of Danish Employers, TEKNIQ Arbejdsgiverne has established a scheme with specific provisions for equalising companies' collectively agreed expenses for parental leave so that this expense is not borne by the individual employer.

The scheme requires that the employer receives the full unemployment benefit reimbursement.

### Section 14 - Child's first day of illness

#### Subsection 1: Time off for child's first and second day of illness

For employees with at least 6 months' seniority and for employees in training, time off is given when this is necessary to take care of the employee's ill children under 14 years old who are at the employee's home. This release only applies to one of the child's parents and only on the first full day of the child's illness. Notice of absence is according to the same rules as for illness.

If the child falls ill during the employee's working day, and the employee has to leave work as a result, the right exists furthermore to take the remaining hours on the day in question. In both cases, the payment is as stated in subsection 3.

If the child is still ill after the first full sick day, the employee is entitled to another 1 day off (second day of the child's illness). That day off is unpaid, but the employee can receive a sum from the public holidays account in accordance with Section 17(2), although the amount paid out can never exceed the amount set aside at any time.

#### Subsection 2: Medical appointments for a child's illness

With effect from 1 May 2020, the following applies:

Employees with at least 6 months' seniority, and employees taking a course who are entitled to time off pursuant to subsection 1, are entitled to time off to attend medical appointments with the child.

Employees wishing to take time off for medical appointments of this nature must notify the company to this effect at the earliest opportunity.

Time off to attend medical appointments for a child's illness is unpaid leave, but the employee can receive a sum from the public holidays account in accordance with Section 17(2), although the amount paid out can never exceed the amount set aside at any time.

### Subsection 3: Payment in connection with child's first sick day

The hourly pay for piecework journeymen in the company is the applicable hourly pay. For hourly pay employees, the pay is the individual's productive pay. However no payment is provided for dirt supplement, supplement for changing worksites and supplement for off-site work/external service.

Notice of absence in connection with child's illness is according to the same rules as for illness.

The maximum hourly rate as of 1 March 2020 is DKK 148.00 per hour

The maximum rate will be increased: As of 1 March 2021 DKK 150.50 per hour As of 1 March 2022 DKK 153.00 per hour

### Subsection 4: Child's hospitalisation

Under the same conditions as specified in subsections (1) and (2), employees and employees in training are granted time off when it is necessary for the employee to be hospitalised together with his/her child, including when hospitalisation is partially or wholly at home.

This time off only applies to one holder of parental rights and there is a maximum right to time off of one week per child within a 12-month period.

Upon request, the employee must provide documentation of the hospital admission.

## Subsection 5: Childcare days

The rules on childcare days for the period 1 May 2020 - 31 December 2020 can be found in Annex 3.

Employees who are entitled to a child's first sick day off will be entitled to 2 childcare days per calendar year. A maximum of 2 childcare days per calendar year may be taken, irrespective of the number of children the employee has.

This rule applies only to children under 14.

Wages are not paid for a childcare day off, but the employee may receive an amount from his/her public holidays account.

These days shall be deployed by agreement taking due account of the interests of the company.

#### Section 15 - Holiday

### Subsection 1: Danish Holidays Act

All employees – including apprentices – are covered by the provisions of the Danish Holidays Act. The Danish Holidays Act is attached as Annex 1.

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

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

#### Subsection 3: Payment of holiday allowance

Holiday allowance is paid no earlier than 4 weeks before the beginning of the holiday period, on the condition that the employee has requested payment via Feriepengeinfo [information about holiday allowance] no later than 5 weeks before the holiday period. For any subsequent payment request, the holiday allowance must be paid out no later than 1 week after it is requested.

#### Subsection 4: Holiday allowance in connection with injury

The right to holiday allowance during absence due to injury in the company applies from the time of hiring.

#### Subsection 5: Agreements on holiday leave

Agreements on holiday leave must be in writing.

#### Subsection 6: Guarantee scheme

TEKNIQ Arbejdsgiverne guarantees holiday and public holiday allowance.

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

### Subsection 7: Taking holiday in hours

A written local agreement can be concluded to allow holiday to be taken in hours.

In that regard, it must be ensured that the holiday does not amount to fewer hours than the planned number of working hours on the day in question, and that the total holiday is not less than 5 weeks counted as 25 full days, where work-free days that are not days off in lieu and working days are included pro rata. As far as possible, holidays must be taken as full weeks.

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

### Subsection 8: Settlement of holiday allowance when leaving

When an employee is leaving, holiday allowance must be calculated and the employee must be informed regarding holiday entitlement and holiday allowance.

The employer reports holiday allowance and accrued holiday days to eIndkomst (the Income Statistics Register) in accordance with the Executive Order on Holidays. According to this, if the pay period ends no later than between the 1st and the 15th of the month, reporting is required by the end of the same month. If the pay period ends between the 16th and the end of the month, reporting is required by the 15th of the next month.

Penalties cannot be imposed on an employer who has complied with this requirement within 5 days after a meeting between the organisations at which it is instructed to issue employment forms or to correct incorrect or inadequate information about holiday days and holiday allowance, unless there are repeated reports of breaches of the provisions of this subsection, or any shortcomings or errors have resulted in consequences in relation to the employee's employment.

### Section 16 - Extra days off

### Subsection 1: Extra days off

The rules on extra days off for the period 1 May 2020 – 31 December 2020 can be found in Annex 3.

The employee is entitled to 5 extra days off per calendar year. Extra days off are allocated on 1st January, to be taken during the calendar year. The extra days off can be notified to be scheduled according to the same rules as for the scheduling of remaining holiday; see the Danish Holidays Act.

Regardless of job change, there is only a right to 5 extra days off in each calendar year.

The payment for extra days off is provided according to the same provisions as those that apply to payment for public holidays, see Section 17.

The advance payment for an extra day holiday is DKK 1,200.00. For young employees, the corresponding amount is DKK 700.00.

## Subsection 2: Ceiling on payment

Immediately upon hiring, employees are entitled to the advance payment specified in subsection (1), although it is not possible to pay a larger amount than the then applicable savings amount set aside.

### Section 17 - Public holidays

### Subsection 1: Savings for public holidays, collectively agreed holidays and extra days off

- a. The company pays 10% into the employees public holidays account to cover advance payment of public holiday days and extra days off. The excess balance is paid out with the final payment of wages of the calendar year, unless, prior to 1 December, the employee has made known that he wants this to be paid into the pension scheme.
- b. With effect from 1 March 2020, a further 1.0% of holiday-eligible wages is paid in; this is made available for the employee's free choice.

This contribution is adjusted:

- 1 March 2021 to 2.0%
- 1 March 2022 to 3.0%
  - c. Agreement can be reached with individual employees for the contribution as per subsection 1(b) to be paid out continuously with wages. However, as a prerequisite, the company must be able to document that a dialogue has taken place about continuous payment.

The parties to the collective agreement encourage the company to take the initiative in a dialogue with the employees about the options for the public holiday/free choice scheme.

If there is continuous pay-out of contributions to the public holiday/free choice scheme, holiday allowance/holiday bonus will not be calculated in respect of these contributions.

There is consensus that the employee can choose from the following possible uses:

- 1. Pay for childcare days
- 2. Pension (notification must be given by 1 December at the latest)
- 3. Senior days off (for qualifying employees)
- 4. Absence to attend medical appointments with a child etc.

### Subsection 2: Payment of public holiday savings

Holiday allowance for public holidays is paid to the employee in the form of an advance payment in connection with the individual public holiday and 1 May, Constitution Day, Christmas Eve and New Year's Eve.

The payment totals DKK 1200.00 per day.

For young employees, the corresponding amount is DKK 700.00.

### Subsection 3: Ceiling on payment

Immediately upon hiring, employees are entitled to the advance payment specified in subsection (2), although it is not possible to pay a larger amount than the then applicable savings amount set aside.

# Subsection 4: Time of payment of public holiday savings

Payment of the above-mentioned advance payment takes place at the same time as payment of wages for the pay period in which the public holiday falls.

#### Subsection 5: Advance payment at the new year

The advance payment for 1 January is deducted in all cases from the public holiday payment for the preceding calendar year.

#### Subsection 6: Balance payment of public holiday savings

In connection with the last payment of wages for the month of December, any remaining amount for public holidays, collectively agreed days off and extra days off is paid to the employee, unless the employee has expressed a desire before 30 November that the remaining amount – or portion thereof – is paid as an extraordinary pension contribution.

### Subsection 7: Payment in connection with resignation

On resignation, a calculation and payment of the balance will be made in connection with the next payment of wages.

#### Subsection 8: Guarantee scheme

TEKNIQ Arbejdsgiverne guarantees holiday and public holiday allowance – cf. Section 15

### Subsection 9: Graduated increase in public holiday savings for recently included companies

The contribution established in subsection 1 for the public holiday/voluntary account is composed in the following manner:

	Public holidays	Extra d	days	Free	Total public holiday and free
		off		choice	choice savings
1 March 2020	7.5%	2.5%		1%	11%
1 March 2021	7.5%	2.5%		2%	12%
1 March 2022	7.5%	2.5%		3%	13%

Newly admitted members of TEKNIQ Arbejdsgiverne who did not previously have an established public holiday/free choice scheme or similar scheme, or who have a similar scheme with lower contributions, can enter into the public holiday/free choice scheme under the collective agreement in accordance with the rules below.

Companies can deduct from pay any amount above the current 10 percentage points in respect of contribution to the public holidays account current at the time of joining.

From the time of joining, companies are obliged to pay contributions to the public holidays account pursuant to Section 17(1), with a deduction for the present 10 percentage points, together with contributions according to the graduated increase scheme below. If the company does not want a graduated increase, the full contribution is payable pursuant to Section 17(1).

The gradual increase scheme applies to the element of public holiday savings that exceeds 6%.

With regard to the 4.0 percentage points, newly admitted members of TEKNIQ Arbejdsgiverne may claim a gradual increase as follows:

No later than the time of notification issued by TEKNIQ Arbejdsgiverne to the Plumbers' Union in Denmark/the Danish Metalworkers' Union regarding the company's inclusion in TEKNIQ Arbejdsgiverne, the company must pay in 25% of the contribution to the public holiday/free choice scheme.

No later than 1 year subsequently, the company must pay 50% of the contribution to the public holidays/free choice scheme.

No later than 2 year subsequently, the company must pay 75% of the contribution to the public holidays/free choice scheme.

No later than 3 year subsequently, the company must pay 100% of the contribution to the public holidays/free choice scheme.

The graduated increase scheme shall be entered into a protocol between TEKNIQ Arbejdsgiverne and the Plumbers' Union in Denmark/the Danish Metalworkers' Union within 2 months after admission, at the request of TEKNIQ Arbejdsgiverne, and possibly in connection with adjustment negotiations.

Companies that, prior to joining, already have a public holiday/free choice scheme or similar scheme with the same contributions as in Section 17(1) cannot enter into a graduated increase scheme.

Any public holiday/free choice scheme or similar scheme that existed at the time of joining ceases and is replaced by the public holiday/free choice scheme of the collective agreement.

The graduated increase scheme cannot be used to reduce existing contributions, not even upon changeover of parties to the collective agreement within the Confederation of Danish Employers (DA) area.

If a graduated increase scheme is adopted, an addendum must be added to the employee's employment contract describing the impact on pay of the graduated increase scheme. This also applies to any pension-related graduated increase.

### Section 18 - In-service training

#### Subsection 1: Planning of in-service training and skills planning

The parties to the collective agreement concur that companies and employees alike have an obligation to provide for continuing skills development. This means that the companies must give the employees the necessary training opportunities, and that the employees are obliged to participate in the necessary training. The companies and employees are therefore encouraged to carry out training and skills planning.

To facilitate opportunities to meet these obligations, a Plumbing Industry Skills Development Fund is established.

#### **Purpose**

The Plumbing Industry Skills Development Fund has been set up to ensure the development of employee skills with a view to preserving and enhancing the development potential of the companies in a technological world. The Fund is also intended to support the development of employee skills in order to preserve and strengthen employment opportunities.

This could, for example, be ensured through support for basic or advanced training courses, general or specialised advanced in-service training as well as on participating in skills assessment by the public authorities or relevant private bodies.

#### The Plumbing Industry Skills Development Fund

The parties to the collective agreement shall establish co-ownership to administer the Fund's contributions. The further guidelines for this work shall be set out in articles of association which the parties shall jointly compile by 01 October 2020.

The parties shall be equally represented on the Fund's board. The post of chairperson of the Fund Board shall be alternately held by a representative from the wage earners' and the employers' side, respectively, for a period of office of 2 years at a time. The post of vice-chairperson shall be filled in a corresponding manner. The employees' side shall occupy the post of chairperson for the first two-year period, and the employers' side shall occupy the post of vice-chairperson for the same period.

The Fund's board shall determine the courses for which grants may be sought, and the application procedures.

The parties agree that partial funding may be provided for:

- Courses of training chosen by the employee which are relevant to the industry, with "the industry" defined in a broad sense. Grants may be provided for external expenses in connection with training (course fees, course materials and possible transport expenses, etc.) up to a maximum of DKK 200 per day/DKK 1,000 per week and grants to partially offset employees' loss of income in attending such courses. Wage subsidies, including possible public compensation for loss of pay, may at most amount to 85% of the individual employee's normal hourly wage.
- The companies' expenses for training employees are covered by the collective agreements.

The foundation board shall determine the scope of such support and its distribution between self-selected courses of training and planned training by the company. If the wealth of the fund exceeds 2 years' contributions, the board must rule on changing grant conditions or reduce contributions.

The parties agree that the Fund shall be administered by EVU – the Training Secretariat of the Electrical and Plumbing Industry.

#### Payment to the Fund

As of 01 April 2020, the companies shall pay an annual sum of DKK 260 per employee covered by the Collective Agreements. The sum will be adjusted on 01 April 2021 to DKK 520 per employee. No fee shall be charged for apprentices. The support can be provided from 01 January 2021 at the earliest.

Billing of the fees shall be undertaken by TEKNIQ Arbejdsgiverne, which may charge the fee as a percentage of the wage sum so that the total proceeds correspond to the above-mentioned amount, per employee covered by the collective agreements. In the case of employees covered by admission agreements, the fees will be charged by the Union.

### Subsection 2: Right to in-service training and continuing training

Employees with 32 weeks of employment in the company are entitled to a total of 2 weeks of continuing training per calendar year as specified in items a, b or c.

Continuing training can also be carried out as a combination of the items below.

#### a.

Courses initiated under the Danish Act on Occupational Training through the Plumbing Industry's Training Secretariat (EVU). If the parties to the collective agreement agree, the provision can cover the following professional courses. Pay during continuing training amounts to the then-applicable hourly pay in the company. The company receives the public subsidies through AUB wage reimbursement for trainees.

The employees are obliged to provide notification of continuing education at least 4 weeks before the course starts.

#### b.

Voluntary training with due regard for the company's working and production circumstances. The training must be relevant for the industry – as the industry is defined broadly.

The organisations jointly draw up an overview of relevant training courses, see Annex 1.

Pay during continuing training amounts to 85% of the then-applicable hourly pay in the company.

In addition, the company reimburses travel expenses in accordance with the government rules, course fees, and any course materials in connection with the course, with the company's maximum reimbursement not to exceed DKK 200 per day/DKK 1,000 per week. The company received a grant for AMU courses via AUB wage reimbursement for trainees.

The *italic* text will be deleted as of 1 January 2021.

The employee is obliged to provide notification of continuing education at least 4 weeks before the course starts.

#### c.

The employee can choose to participate in a self-selected course of training that meets the requirements specified in item b, outside working hours. In such cases, the employer will pay documented expenses for course fees and materials to the individual employee, up to a maximum of DKK 1,500 per year. These courses are counted as part of the 2-week right, according to the total number of teaching hours.

If, by decision of the company, an employee participates in courses for which compensation for lost pay is paid, the employee will receive his/her normal pay without supplements. The compensation for lost pay will go to the company.

This provision becomes void if the current amount of compensation for lost pay is reduced.

### Annex 1

Section 18(2) of the collective agreement grants the right to participate in a self-selected course of training for up to 2 weeks per year, if the courses/training activity is of the following nature:

- All AMU courses from the plumbing industry's training catalogue
- AMU courses outside of the plumbing industry's training catalogue which are of a technical, general or managerial nature. However, it is a condition that the courses are industry-relevant in a broad sense.
- Private courses of a technical nature offered by suppliers and wholesalers, etc. The courses must be industry-relevant in a broad sense and must not involve study tours.
- The following private and public courses of a general nature: language (German and English), mathematics, physics and chemistry, IT, management and accounting, and reading/spelling courses.
- Trailer driver's licence.
- Continuing technical training above the level of vocational programmes, including technical modules through open training. The courses must be industry-relevant in a broad sense.

## Subsection 3: Training in connection with dismissal

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

# Section 19 - Training funds

#### Subsection 1: The Plumbing Industry's Training Fund

The parties to the collective agreement have established the Plumbing Industry's Training and Cooperation Fund.

The fund is financed by TEKNIQ Arbejdsgiverne's member companies paying an amount equivalent to DKK 0.75 hour for each of the company's employees who are members of the Danish Metalworkers' Union or the Plumbers' Union in Denmark.

The parties to the collective agreement agree how the contributions will be implemented in accordance with the objectives of the fund in question. From 2014 onwards, unused portions of the increased contribution will be shared at the end of the financial year equally between the parties to the collective agreement, unless otherwise agreed.

# Subsection 2: Contributions to the Plumbing Industry's Training and Cooperation Fund, graduated increase

Newly admitted members of TEKNIQ Arbejdsgiverne can require that the contribution to the Plumbing Industry's Training and Cooperation Fund be established as follows:

No later than the time of notification issued by TEKNIQ Arbejdsgiverne to the Plumbers' Union in Denmark/the Danish Metalworkers' Union regarding the company's inclusion in TEKNIQ Arbejdsgiverne, the company must pay in 25% of the contribution as per the collective agreement.

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

No later than 2 year subsequently, the company must pay 75% of the contribution as per the collective agreement.

No later than 3 years subsequently, contributions shall comprise at least the full contribution as per the collective agreement.

The graduated increase scheme shall be entered into a protocol between TEKNIQ Arbejdsgiverne and the Plumbers' Union in Denmark/the Danish Metalworkers' Union within 2 months after admission, at the request of TEKNIQ Arbejdsgiverne, and possibly in connection with adjustment negotiations.

# Subsection 3: Danish Confederation of Trade Unions/the Confederation of Danish Employers Development Fund

The employer contribution to the Development Fund established by the Confederation of Danish Employers (DA) and the Danish Confederation of Trade Unions (LO) totals DKK 0.45 per hour worked. LO's members receive 3/4 and DA's members 1/4.

# Section 20 - Social chapters

#### Subsection 1: Physical or mental disability

The parties agree to provide the necessary collectively agreed provisions that make it possible to perform work that corresponds to their health and abilities for people, who due to physical or mental disability are unable to attend to a normal job on standard collectively agreed conditions in the workshop, construction and civil engineering industries.

The parties will jointly contribute to the establishment of special positions for the aforementioned people to the extent that it is not already possible to identify areas of work in the individual company that can be reasonably performed, and which are not already performed on collectively agreed conditions.

# Subsection 2: Youth and long-term unemployed

Given the regions' and municipalities' contracting and privatisation of public construction and maintenance projects, the parties recognise the necessity that the industry share responsibility for the employment and retraining of the groups of youth and long-term unemployed people who the public employers, in accordance with applicable legislation, are obliged to offer employment for a limited period.

# Subsection 3: Framework for adaptation in the workplace

Based on the special working conditions of the construction industry, during the coming collective agreement period, the organisations will commence discussions aiming to establish a framework within which such people can adapt to the Danish workshop, construction and civil engineering workplaces.

In establishing this framework, the parties to the collective agreement will ensure the creation of increased employment and prevent the simultaneous exclusion of ordinary employees or wage dumping. Therefore, the parties will consider ways in which the employees in the company can be involved in the decision-making process on hiring people in the aforementioned groups.

The parties to the collective agreement agree that a final framework agreement on employment of these social groups is not possible before clarity is established regarding which legislation will apply for these groups.

# Subsection 4: Reduced working hours

For employees whose ability to work is diminished due to age, infirmity or injury, an agreement on reduced working hours can be established.

The organisations have the right to take proceedings regarding misuse of this provision in accordance with the rules of the collective agreement on handling industrial disputes.

# Subsection 5: Senior agreement

See Annex 14.

# Section 21 - Welfare measures

# Subsection 1: Site hut or trailer

For all work performed as construction work, the company must, if suitable facilities cannot be provided, comply with the provisions on site hut facilities in the Danish Working Environment Authority's Executive Order no. 1516 of 16 December 2010 regarding building and construction works. The site huts may not be used for accommodation. In connection with cases regarding working environment conditions, it is therefore only cases regarding site hut conditions that can be raised in the labour legal system.

# Subsection 2: Dangerous work

All dangerous work is performed by 2 people.

# Section 22 - Overview of the application of seniority

**Election of trade union representative:** 9 months

Section 29(3)

**Termination:** 9 months

Section 10(1)

Skills development 2 years

Section 10(9)

Completion of apprenticeship: Apprenticeship work after reach-

ing the age of 18

is included in the calculation of

seniority Section 10(1)

Illness 2 months

Section 11(1)

Child's first day of illness, 6 months

Child's hospitalisation: Section 14(1) and 14(3)

Pregnancy, maternity and paternity and pa-

rental leave:

9 months

Section 13(1), 13(2) and 13(3)

Injury and occupational-related illness: None

Notification of work injury 9 days

Section 12(2)

In-service training and self-selected courses

of training:

32 weeks Section 18(2)

Employment based on the terms and condi-

tions of a permanent position:

9 months Section 25(1)

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

This provision can be replaced by a local agreement concluded between the company and trade union representative. A copy of the agreement must be submitted as notification to the organisations.

The provisions are divided into 4 groups:

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

The condition for the use of supplements for off-site work is that there is transportation to and from the worksite on the same day.

#### A – Settlement from the company's address

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

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

The company's applicable address is the workshop from which the employee is dispatched.

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

- The branch must be of a permanent character and must have at least 1 managerial employee hired at the branch's address.
- The company must be registered in TEKNIQ Arbejdsgiverne and reported to the union.
- The branch must be registered by name, address and telephone numbers with the authorities and postal services.

Transfer between branches is permitted. However, notice of transfer must be provided according to the given employee's term of notice.

With regard to notification of trade union representative, refer to Section 27(3) of the collective agreement. Hiring must be in writing A copy must be sent to the trade union representative.

# B – Settlement from the employee's residence

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

When employees are hired in connection with a specific worksite, there must be a written agreement on the worksite and any applicable supplements for off-site work. This also applies if the employee is moved to another specified worksite. Otherwise, the employee is considered to be hired at the company's address.

# Subsection 3: The employee's residence

The employee's residence at the time of hiring applies for the entire work period at the workplace.

# Subsection 4: Change of worksite

Employees who are hired at a specific worksite at a distance of more than 7 km from the company's workshop address, and who are subsequently hired at a worksite within the aforementioned 7 km, will be considered now and in the future as hired at the company's address, as specified in group A.

## C – General provisions

The provisions and rates only apply for A and B.

#### Subsection 5: Work within a distance of 7 km

For work performed within a distance of 7 km from the company's address A or the employee's residence B, no supplement is paid for off-site work.

## Subsection 6: Work at a distance exceeding 7 km

For work lasting more than 1 working day that is performed at a distance of more than 7 km from the company's address A or the employee's residence B, the following amounts are paid to cover the costs of travel time and travel expenses.

For work lasting 1 working day or less, which is performed at a distance of more than 7 km from the company's address, no supplement is paid for off-site work. Normal hourly wages are paid, as well as any applicable overtime supplement for travel time and mileage allowance.

# Subsection 7: Interruption of work

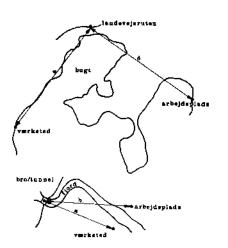
If a work task for which the off-site work supplement is paid is interrupted for a reason for which the employee is not accountable, the off-site work supplement must be paid for the entire day. Otherwise, payment is only provided for the hours worked.

# Subsection 8: Measuring distance in a straight line through the air

Travel distances are measured as a straight line through the air.

Measurements of distances as a straight line through the air are performed by using the special measuring program, which is published by the parties to the collective agreement in 2019. The measuring programme is used to measure the distance between 2 addresses; this is not to be dealt with in the labour law system.

If the road network is such that the closest route from the company A/or the employee's residence B to the worksite is increased by more than 25% in relation to the straight line through the air, the distance, as a straight line through the air will be measured between company A or the employee's residence B and the worksite, via an intermediate point on the closest road network (see example). Any disagreement about the use of a via-point can be dealt with in the labour law system.



# Subsection 9: Supplement for off-site work in connection with overtime

No supplement is paid for overtime hours. For work performed more than 75 km from the company's address, a supplement of DKK 18.84 per overtime hour will be paid if notification of the overtime is not provided the day before.

## **Subsection 10: Rates**

Distance		Supplement for off- site work	Supplement for off- site work	Supplement for off-site work	
Km over	Km up to and in- cluding	DKK/hour.	DKK/hour.	DKK/hour.	
		2020	2021	2022	
7	10	935	950	965	
10	13	1310	1330	1350	
13	16	1665	1690	1720	
16	20	2165	2200	2235	
20	25	2730	2775	2820	
25	30	3175	3225	3275	
30	35	3475	3530	3585	
35	40	3675	3735	3795	
40	45	3985	4050	4115	
45	50	4370	4440	4510	
50	55	4725	4800	4875	
55	60	5105	5185	5270	
60	65	5480	5570	5660	
65	70	5855	5950	6045	
70	75	6230	6330	6430	
	and	9265			
75	above this	8365	8500	8635	

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

When, by agreement, the employer provides a motor vehicle for use by the employee, 50% of the above-mentioned supplement will be paid for off-site work.

# Subsection 12: Use of measurement program

The condition for using the special measurement program is that the two points for calculating the supplement for off-site work have a mailing address that exists in the program. If it is not possible to find a worksite's mailing address in the program, the midpoint of the worksite's cadastral number will be used.

In the event of pipeline work or other tasks where the worksite does not refer to a specific cadastral number, the measurement will be performed from the location of the site hut.

# Subsection 13: Ferry or bridge expenses

If it is agreed that the employee uses his own – or the company's – vehicle in connection with work, and this results in ferry or bridge expenses, these expenses will be paid by the company.

# Subsection 14: Regulation of supplement for off-site work

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

# D – Mileage allowance

# Subsection 15: Mileage allowance

When an employee uses his own vehicle in the service of the company, an allowance is provided per kilometre driven, in accordance with the national regulations. The company performs the required controls, in accordance with the applicable rules of the Danish Tax and Customs Administration.

These rates are on the condition that the employee, without extra payment, brings his tools that are necessary to perform a task.

# Section 24 – External service – with accommodation

This provision can be replaced by a local agreement concluded between the company and trade union representative. A copy of the agreement must be submitted as notification to the organisations.

Provisions regarding travel allowance in connection with external service, when overnight stays are necessary, can be agreed upon locally based on the rules of Danish Tax and Customs Administration regarding tax-free travel and mileage allowance. In connection with the payment of tax-free travel and mileage allowance, the company performs the required controls, in accordance with the applicable rules of the Danish Tax and Customs Administration.

If agreement cannot be reached, the following applies.

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

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

- provide accommodation at a recognised hotel, guest house, etc., or pay for accommodation on production of an approved invoice.
- Pay for meals according to an approved bill.

# Subsection 2: Round trip travel in connection with overnight stays

In connection with work where overnight stays occur, the employer pays for the first departure to and last return trip from the worksite with a ticket for public transport and for the time required for these trips, at the employee's personal hourly pay.

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

For work with overnight stays exceeding 1 month, the employees will be paid travel money for one round trip, and after this travel money for one round trip each additional month they are employed at the worksite. No compensation will be provided for the time that these trips require. Travel money is only provided in cases where the employees actually make the trips.

# Section 25 – Employment based on the terms and conditions of a permanent position

#### Subsection 1: Conclusion of agreement

The organisations recommend that the companies that want to implement employment based on the terms and conditions of a permanent position for employees with more than 9 months' seniority do so in accordance with the following guidelines.

An agreement can be concluded on employment based on the terms and conditions of a permanent position for employees with less than 9 months' seniority if the company and the employee agree on such employment.

The agreement is concluded as an individual agreement with the individual employee and replaces the "normal" hourly pay collective agreement between TEKNIQ Arbejdsgiverne and the Plumbers' Union in Denmark. The Agreement adheres to certain provisions of the Danish Employers and Salaried Employees (Legal Relationship) Act and selected provisions of the collective agreement. The agreement does not change the status of the employee to a salaried employee.

The issue regarding the introduction or abolition of agreements regarding conditions of employment similar to those of salaried employees may be grounds for industrial arbitration, though only for an organisation meeting.

Employment based on the terms and conditions of a permanent position must be agreed individually with the employee.

Agreements on employment based on the terms and conditions of a permanent position are only valid if they are drawn up in writing.

The organisations shall jointly compile a form to be used in the case of employment contracts on conditions of employment similar to those of salaried employees.

The organisations agree that only the provisions of the Danish Employers' and Salaried Employees' Act and the collective agreement that are specified below apply for the agreement on employment based on the terms and conditions of a permanent position.

# Subsection 2: Cooperation and trade union representative rules

See Sections 27, 28 and 29 of the collective agreement.

# Subsection 3: Pay

Pay must reflect the qualifications, effort and skill of the individual.

Once a year, the individual's pay is assessed and possibly regulated. The time of regulation can be the same as for salaried employees employed at the company.

Disputes regarding the level of pay or pay regulation can be decided on the basis of labour law, but only at an organisation meeting.

For employment based on the terms and conditions of a permanent position, the hourly pay is recalculated as monthly pay according to the applicable hours per month, currently 160.33 hours. Pay is paid on the same dates as those that apply to the company's salaried employees.

# Subsection 4: Pension

In addition to the pay, pension is paid in accordance with Section 4(1) of the collective agreement. Occupational pension is calculated, but only the employer's pension contribution, based on holiday allowance upon resignation.

## **Subsection 5: Seniority**

Seniority at the time of hiring based on the terms and conditions of a permanent position is calculated from the first day of the month in which the agreement enters into force.

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

In the event of termination, the length of notice of termination for both parties is calculated according to the provisions of Section 2 of the Danish Employers' and Salaried Employees' Act.

The organisations agree that the length of notice of termination cannot be shorter than that secured through the collective agreement in the transition to employment based on the terms and conditions of a permanent position.

Notice of termination may be issued during a period of illness.

In the individual contract it can be agreed that the employee can be terminated with one month's notice with effect at the end of a month, when the employee, within a period of 12 months, has received pay during illness for a total of 120 days. The validity of the notice of dismissal shall be dependent on it being given immediately on the expiry of the 120 days of illness and while the person is still ill, but its validity shall not be affected by the fact that the employee has returned to his/her work after the notice of dismissal has been given.

# Subsection 7: Minimum compensation

Section 3 of the Danish Employers' and Salaried Employees' Act.

# Subsection 8: The wage earner's duty of compensation in the case of abandonment of the work

Section 4 of the Danish Employers' and Salaried Employees' Act.

## **Subsection 9: Working hours**

The normal weekly working hours total 37 hours. If the company and employee want the working hours to be placed outside of the collective agreement's normal daily working hours, this can be agreed.

# Subsection 10: Overtime

The organisations agree that overtime should be limited as far as possible. Remuneration/time off in lieu for overtime will be agreed between the company and the employee.

#### Subsection 11: Travel and external service

Travel and external service are organised and paid for by agreement between the company and the employee.

#### Subsection 12: Standby shifts

The establishment/remuneration for standby shifts is agreed between the company and the employee.

#### Subsection 13: Further training and in-service training

Follows Sections 18 and 19 of the collective agreement.

#### Subsection 14: Piecework

The agreed monthly pay takes effect instead of the collectively agreed hourly pay and piecework provisions.

An employee who is employed based on the terms and conditions of a permanent position can participate in piecework, but cannot be the piecework supervisor when multiple people are involved in the piecework.

All tasks under 60 hours in duration are exempt from the piecework obligation.

By participating in piecework, the monthly pay becomes void for the number of hours the employee works on the piecework, while the other conditions based on the terms and conditions of a permanent position remain in force for employees.

By participating in piecework, the monthly pay is converted into an hourly pay according to the then applicable hours per month, currently 160.33.

Other conditions for participation in piecework are in accordance with the piecework provisions.

# Subsection 15: Holiday

With employment based on the terms and conditions of a permanent position, holiday with pay or holiday with holiday allowance is taken in accordance with Section 16 of the Danish Holidays Act. The Danish Holidays Act is attached as Annex 1.

# Subsection 16: Public holidays

Full pay is provided for public holidays and other days on which employees are released from the requirement to work.

#### Subsection 17: Illness

In accordance with Section 5 of the Danish Employers' and Salaried Employees' Act, but with the right to time off in connection with a child's first sick day, in accordance with Section 14 of the collective agreement.

## Subsection 18: Maternity leave

See Section 13 of the collective agreement.

# Subsection 19: Extra days off and public holiday savings account

The rules on extra days off for the period 1 May 2020 – 31 December 2020 can be found in Annex 3.

In each holiday year, the individual employee is entitled to take up to 5 extra days off with pay corresponding to usual pay from the savings account to the extent that there are sufficient funds in the account. Extra days off are allocated on 1st January, to be taken during the calendar year.

If the employee who is employed based on the terms and conditions of a permanent position is not employed by the company throughout the calendar year, either due to hiring or resignation, the extra days off are calculated in proportion to the employment during the calendar year.

The extra days off are scheduled in accordance with the provisions of the Danish Holidays Act on remaining holiday. The extra days off are converted into and taken as hours during the calendar year. Regardless of any job change, it is not permitted to take more than 5 extra days off per calendar year.

For all employees covered by the collective agreement and whose employment is based on the terms and conditions of a permanent position, a savings account is established, to which the employer transfers, in connection with each payment of wages, a payment of the holiday-eligible pay. This rate includes holiday allowance:

#### As of 1 March 2019 6.35%

The employee can choose to spend the balance on the savings account in the following events:

- 1. Pay for childcare days
- 2. Pension (notification must be given by 1 December at the latest)
- 3. Senior days off (for qualifying employees)
- 4. Absence to attend medical appointments with a child etc.
- a) With effect from 1 March 2020, a further 1.0% of holiday-eligible wages is paid in; this is made available for the employee's free choice.

This contribution is adjusted:

- 1 March 2021 to 2.0%
- 1 March 2022 to 3.0%
- b) Agreement can be reached with individual employees for the contribution as per paragraph letter a to be paid out continuously with wages. However, as a prerequisite, the company must be able to document that a dialogue has taken place about continuous payment.

The employee can choose to spend the balance on the savings account in the following events:

- 1. Pay for childcare days
- 2. Pension (notification must be given by 1 December at the latest)
- 3. Senior days off (for qualifying employees)
- 4. Absence to attend medical appointments with a child etc.

The parties to the collective agreement encourage the company to take the initiative in a dialogue with the employees about the options for the savings account.

If there is continuous payout of contributions to the savings account, holiday allowance/holiday bonus will not be calculated in respect of these contributions.

When taking extra holidays, an on account payment per day is provided, which corresponds to a day's pay.

No later than 30 November in a qualifying year, the employee must notify the employer of whether the employee wants the balance on the account paid out.

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

If an employee resigns, the account will be settled at year-end.

# Subsection 20: Industrial disputes

Any disputes regarding the interpretation of the individual agreements or of these guidelines will be settled according to the rules of the collective agreement regarding industrial disputes.

If the company wishes to be released from an agreement on employment based on the terms and conditions of a permanent position, or the individual employee wants to be released, this can be done with the applicable notice of termination for the employee in question.

After the expiry of the aforementioned notice, the employee is solely considered to be covered by this collective agreement.

Existing agreements on employment based on the terms and conditions of a permanent position can, by agreement between the company and the employee, be revised according to these guidelines.

Otherwise, the main agreement applies.

### Section 26 – Pay and working conditions for apprentices

The following pay and working conditions apply for apprentices and adult apprentices who are hired in accordance with the Danish Vocational Training Act and who are covered by the executive order on plumber training. The provisions also include remuneration of plumbing energy technician apprentices who are employed in member companies of TEKNIQ Arbejdsgiverne.

#### Subsection 1: Normal working hours

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

# Subsection 2: Payment of apprentices as:

plumbing and energy specialist, ventilation technician,

plumbing installation technician and plumber and sanitation and plumbing.

The organisations specify that the following pay rates are the minimum wages per hour:

All apprentices enter at level 1. After 1 year on a given level, the apprentice moves up to the next level. Apprentices who, prior to hiring, have completed the basic training, are escalated to level 2 after six months. After this, the apprentices are escalated to the next level every year until reaching the final level.

Levels	1 March 2020	1 March 2021	1 March 2022
1	DKK 67.30	DKK 68.40	DKK 69.60
2	DKK 77.60	DKK 78.90	DKK 80.25
3	DKK 97.80	DKK 99.45	DKK 100.15
4	DKK 111.30	DKK 113.20	DKK 115.15
5 (EUX*)	DKK 122.25	DKK 124.30	DKK 126.45

<sup>\*</sup>The EUX training programme takes 4 years and 9 months; for that reason, these apprentices are put on Level 5 for the last 9 months.

All apprentices enter at Level 1. After 1 year on a given level, the apprentice moves up to the next pay level. Apprentices who, prior to hiring, have completed the basic training, are escalated to level 2 after six months. After this, the apprentices are escalated to the next level every year until reaching the final level.

# Subsection 3: Payment of Plumbing energy technician apprentices

Energy technician apprentices who are employed in member companies of TEKNIQ Arbejdsgiverne are paid the rates specified above.

Levels	1 March 2020	1 March 2021	1 March 2022
1	DKK 71.30	DKK 72.50	DKK 73.75
2.	DKK 80.85	DKK 82.25	DKK 83.60
3.	DKK 86.85	DKK 88.35	DKK 89.85
4.	DKK 100.60	DKK 102.30	DKK 104.05
5.	DKK 121.60	DKK 123.65	DKK 125.75

<sup>\*</sup>The EUX training programme takes 4 years and 9 months; for that reason, these apprentices are put on Level 5 for the last 9 months.

Subsection 4: Payment of stainless industrial fitter apprentices

Levels	1 March 2020	1 March 2021	1 March 2022
1	DKK 71.20	DKK 72.30	DKK 73.60
2.	DKK 80.80	DKK 82.00	DKK 83.30
3.	DKK 86.80	DKK 88.20	DKK 89.60
4.	DKK 100.50	DKK 102.10	DKK 103.70
5.	DKK 121.45	DKK 123.40	DKK 125.40

#### Subsection 5: Apprentices with reduced training time

The parties to the collective agreement encourage work experience and encourage apprentices to use college to obtain clarity with regard to skill-sets at the earliest opportunity. Where a concluded training agreement clarifies skill-sets within the first 6 months of the progress of training, the following applies:

Apprentices with reduced training time – due to obtained skills approved by the Professional Committee – begin at pay level 1, with a deduction of the reduced training time:

Example: Remaining training time of 3 years and 2 months for a typical 4-year training programme. The reduction is 10 months. Pay is to be awarded as 2 months at pay level 1. Then the other steps of the pay scale will be followed.

Where an apprentice on a previously concluded training agreement has his/her skill-sets clarified later than indicated in section 2, the payment at the remaining pay levels will be shortened corresponding to the shortened training time.

# Subsection 6: Payment of adult apprentices

Apprentices who commence a training agreement after turning 25 years of age, are considered to be adult apprentices.

Adult apprentices are paid, as a minimum, the minimum wage specified in Section 3(1) of the collective agreement.

# Subsection 7: Apprentices' participation in piecework

When adult apprentices are used in the journeyman's piecework, prior to the beginning of the piecework an agreement must be made regarding the journeyman's payment for the apprentice. Payment for the participation of adult apprentices in piecework cannot amount to less than payment for regular apprentices with the same remaining training time. However, adult apprentices must always be paid at least in accordance with Section 3(1).

When other apprentices (who are paid according to the apprentice rates) participate in piecework, their hourly pay for payment and profit share proportionate to the piecework agreement form's agreed payment to the journeymen according to the following rules.

First year apprentice =  $0.3 \times \text{journeymen's payment}$ Second year apprentice =  $0.4 \times \text{journeymen's payment}$ Third year apprentice =  $0.5 \times \text{journeymen's payment}$ Fourth year apprentice =  $0.7 \times \text{journeymen's payment}$ 

However, as a minimum, the apprentice must always be paid hourly pay in accordance with the apprentice rate.

If, during the course of work, a piecework agreement is changed to an hourly pay agreement, the apprentice is to be paid for the entire piecework period at the above-specified ratios x the agreed hour factor for the work.

Apprentice hours are converted to journeyman hours in accordance with the above-specified factors. Also see the schedule of wages.

#### Subsection 8: Apprentice's savings account

Of holiday-eligible wages, the apprentice saves the following in a special savings account:

As of 1 March 2020 7.50% As of 1 March 2021 8.50% As of 1 March 2022 9.50%

This amount includes holiday allowance from the savings.

Unless otherwise agreed between the company and the apprentice, the balance is paid at the end of the year in the same manner as with public holiday savings in accordance with Section 17(6) of the collective agreement. Where the apprentice is covered by the labour market pension with PensionDanmark, the apprentice can thus choose to have the remaining amount paid out, or have some or all of it paid into the pension scheme.

# Adult apprentices

The above does not apply to adult apprentices who follow the provisions of Section 17 of the collective agreement in its entirety.

#### Subsection 9: Pension

Pension rules up to 1 September 2020:

Apprentices under the age of 20 are not covered by the pension scheme, but are covered by the insurance scheme in accordance with Section 26(12).

With effect from the pay period in which the apprentice turns 20 and has attained 2 months' seniority, the pension rates in Section 4(1a) of the Plumbing Collective Agreement apply, i.e. 8% from the company and 4% from the employee respectively, totalling 12%. If the apprentice starts his/her training agreement after turning 20, and if the individual was previously included in the Plumbing Collective Agreement's pension scheme or in a similar collectively agreed occupational pension scheme or company pension scheme from a previous employment relationship, the apprentice is entitled to pension contributions from the first day of employment.

#### Pension rules as of 1 September 2020:

With effect as of 1 September 2020, apprentices are included in the Plumbing Collective Agreement's pension scheme when they turn 18 and have a minimum of 2 months' seniority.

In the apprentice's 18th and 19th year, however, the contribution rates are 4% from the company and 2% from the employee, i.e. a total of 6%. The company pays the costs of the insurance scheme, which the parties have agreed at 0.15%.

The rates are increased to those of Section 4 of the Plumbing Collective Agreement if the pension payments for 18 and 19-year-olds are reimbursed to the company via AUB. The insurance scheme pursuant to subsection 12 lapses simultaneously. The parties to the collective agreement establish the month of coming into force, if relevant.

Apprentices who start a vocational training course before reaching the age of 18 will be covered by the insurance scheme as per Section 26(12) until they reach the age of 18.

# Adult apprentices

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

#### Subsection 10: ATP

Everyone who has turned 16 years of age must be registered with ATP (the Danish labour market supplementary pension).

#### Subsection 11: Health insurance scheme

In connection with the pension scheme, a health insurance scheme has been established in PensionDanmark for pensionable employees. The company pays the premium.

The premium is a percentage (currently 0.15%) agreed between the organisations in addition to the collectively agreed pension contribution.

#### Subsection 12: Insurance and health insurance

The parties agree that apprentices who are not already covered by an employer-paid pension or insurance scheme are entitled to the following insurance coverage, which corresponds to PensionDanmark's "Basic coverage":

A tax-free insurance cover of DKK 100,000 in the event of

- Death
- Critical illness
- Early retirement

In addition, the apprentice is covered by PensionDanmark's health insurance scheme.

The scheme is established by PensionDanmark and the services follow PensionDanmark's conditions, which are listed in their insurance package for apprentices. PensionDanmark has stated that the premium is DKK 350 per year per apprentice. If the expense per apprentice increases to more than DKK 400 per year, the parties will engage in negotiations on adjusting the composition of the insurance coverage.

The parties agree that the scheme can be administered in cooperation with EVU. TEKNIQ Arbejdsgiverne shall be responsible for financing the scheme and will establish any employer contributions to this directly.

There is also agreement that EVU registers apprentices covered by this collective agreement but employed in other companies. By agreement between the organisations, EVU can require contributions and administration fees for this purpose.

If the apprentice transfers to covered by the pension scheme in PensionDanmark, the employer's obligations under this provision become void.

# Subsection 13: Overtime payment for apprentices

Apprentices over the age of 18 can undertake overtime in line with the same guidelines and to the same extent as qualified journeymen.

For works undertaken outside the normal daily working hours established for a given week, the following supplements are payable per hour of overtime:

First and second hour after normal working hours:

As of 1 March 2020 DKK 40.50

As of 1 March 2021 DKK 41.15

As of 1 March 2022 DKK 41.80

For the third hour and subsequent hours of overtime, the hourly supplement outlined below will be paid. The same supplement is paid from the first hour in cases of on-call overtime outside of the daily working hours, and on days off, Saturdays, Sundays and public holidays.

As of 1 March 2020 DKK 88.45 As of 1 March 2021 DKK 89.85 As of 1 March 2022 DKK 91.30

#### Subsection 14: Apprentices' dirt supplement

A dirt supplement is payable for work done as per Section 3(6) of the collective agreement, and in accordance with the applicable price lists, at the following rates:

As of 1 March 2020, an hourly supplement is payable of DKK 9.75 As of 1 March 2021, an hourly supplement is payable of DKK 9.90 As of 1 March 2022, an hourly supplement is payable of DKK 10.05

It is payable for a minimum of 3 hours per day.

#### Adult apprentices

The same provisions apply for adult apprentices.

# Subsection 15: Apprentice's road money

No payment is provided for the daily transport between residence and the company's workshop address.

If the apprentice is to attend at the start of working hours at a place of secondment, the company pays additional expenses or additional travel time for transportation between home and the place of secondment if the distance entails extra expenditure or a longer commute for the apprentice compared to everyday transportation between home and the company's workshop address.

Reimbursement for any additional expenses is calculated as for the cheapest route by public transport from home to the place of secondment, as found at <a href="https://www.rejseplanen.dk">www.rejseplanen.dk</a>.

Any additional time compared to travel time between home and the place of secondment is payable at normal apprentice pay and is calculated in accordance with <a href="https://www.rejseplanen.dk">www.rejseplanen.dk</a>.

The calculation is based on the apprentice's home and the company's workshop address at the start of the secondment. If the apprentice moves house or the company relocates, this will not impact the calculation unless the apprentice is moved to a different place of secondment.

If the apprentice chooses a mode of transport to the place of secondment other than that designated on the travel plan, and this involves additional costs, the apprentice pays these. It is not the concern of the employer if the commute takes longer.

If, by agreement with the apprentice, the company provides a motor vehicle, no reimbursement will be payable pursuant to <a href="www.rejseplanen.dk">www.rejseplanen.dk</a>. Nevertheless, additional time will be paid for (calculated pursuant to rejseplanen.dk) if the commute is increased compared to the commute from home to the company's workshop address.

If the apprentice enters into an agreement with the company for the use of his/her own vehicle on company business, the apprentice will be reimbursed in accordance with the mileage allowance rates set by the Danish government.

Both regular apprentices and adult apprentices are covered by applicable local agreements if the local agreement expressly states that it also includes apprentices.

## Adult apprentices

Adult apprentices follow the Plumbing Collective Agreement's Section 23 between TEKNIQ Arbejdsgiverne and the Plumbers' Union in Denmark. Nevertheless, an adult apprentice is paid 70% of journeymen's supplement for off-site work.

For travel in excess of 40 km, the same amount is payable as for journeymen.

# Subsection 16: Mileage allowance while attending college

The company accepts the apprentice's travel expenses where the route to the college is 20 km or more. The total route to college is the nearest route from home/accommodation to college and back home/to the accommodation.

If the company sends the apprentice to a different college that is not the nearest college to the apprentice's home, the company will reimburse travel expenses.

If the apprentice chooses to take the course at a college other than the one nearest the apprentice's home, the company will not pay travel expenses.

A prerequisite for reimbursement is that the apprentice was unable to enrol at the college and/or participate in teaching at a college geographically nearer the apprentice's home than the college the apprentice attends.

Public transport must be used as far as at all possible. If the use of such means of transport would be unreasonably inconvenient to the apprentice in question, a personal means of transportation can be used by agreement with the company.

For the use of public transport a reimbursement is provided for the actual expenses incurred. Transportation shall be by the cheapest and most appropriate means according to local conditions, and if possible, travel pass, season tickets, etc., shall be used.

If personal transport is used, travel expenses are payable in accordance with the rate from time to time applicable, cf. the Danish Employers' Reimbursement System Act, when the total journey to the college is 20 km or more

For apprentices living in accommodation, reimbursement of travel expenses is payable for the journey to and from their place of accommodation and for the journey between there and their usual residence for weekends, Easter and Christmas holidays, provided the above distance criteria are fulfilled.

The necessary advance for covering travel expenses is paid to the apprentice before starting to attend college, and the apprentice settles expenses immediately after coming back to the company.

Apprentices who have travelled home from the school must return by the start of the subsequent teaching day.

Payment of travel expenses while attending college is contingent on the company's being able to obtain full or partial reimbursement of the expenses incurred by the company in accordance with the Danish Employers' Reimbursement System Act (lov om arbejdsgivernes uddannelsesbidrag).

# Adult apprentices

The same provisions apply for adult apprentices.

# Subsection 17: Public holidays and public holiday allowance

Apprentices are given the day off with full pay on public holidays.

# Adult apprentices

Adult apprentices follow the provisions of Section 17 on public holidays in the collective agreement between TEKNIQ Arbejdsgiverne and the Plumbers' Union in Denmark.

# Subsection 18: Other days off

On 1 May, Constitution Day, Christmas Eve and New Year's Eve, all apprentices have the day off with full pay. This also applies during school stays.

## Adult apprentices

Adult apprentices are entitled to the day off on 1 May, Constitution Day, Christmas Eve and New Year's Eve with pay in accordance with the provisions of Section 17(2) of the collective agreement between TEKNIQ Arbejdsgiverne and the Plumbers' Union in Denmark.

#### (Rules up to 30 April 2020)

# Subsection 18a: Extra days off

Apprentices are entitled to 5 extra days off with full pay. The extra days off are scheduled according to the same rules as the scheduling of remaining holiday. If extra days off are not taken before the expiry of the holiday year, compensation is paid corresponding to full pay for unused extra days off.

Apprentices are entitled to extra days off in accordance with the same rules as set out in Section 9 of the Danish Holidays Act, i.e. that apprentices engaged before 1 July in a holiday year are entitled to 5 extra days off in that holiday year. If the employment relationship commenced on 1 July or later, the apprentice is entitled to 5 extra days off in the following holiday year.

#### Adult apprentices

Adult apprentices follow the provisions on extra days off found in Section 16(1) of the collective agreement between TEKNIQ Arbejdsgiverne and the Plumbers' Union in Denmark. Saving and payment follow the provisions of Section 17 of the collective agreement.

# (From 1 May 2020 to 31 December 2020)

# Subsection 18b: Extra days off

In the period 1 May 2020 to 31 December 2020, apprentices are entitled to 3.33 extra days off. The extra days off are scheduled according to the same rules as the scheduling of remaining holiday. With effect from 1 March 2020, 2.4% of holiday-eligible pay is deposited into the savings account to cover payment for those 3.3 extra days off. Extra days off days can be taken in hours.

#### Adult apprentices

Adult apprentices follow the provisions governing extra days off as per Annex 3.

(Rules from 1 January 2021 onwards)

# Subsection 18c: Extra days off

As of On 1 January, the apprentice is allocated 5 extra days off. The extra days off are taken in the period 1 January to 31 December. 2.4% of holiday-eligible pay is paid into the apprentices' savings accounts to cover payment of 5 extra days off, and the apprentice is paid from the account an amount corresponding to his/her usual pay at the time of taking extra days off. Payouts can never exceed the amount set aside at any time. The extra days off are scheduled according to the same rules as the scheduling of remaining holiday.

#### Adult apprentices

Adult apprentices follow the provisions on extra days off found in Section 16(1) of the collective agreement between TEKNIQ Arbejdsgiverne and the Plumbers' Union in Denmark. Saving and payment follow the provisions of Section 17 of the collective agreement.

## (Rules up to 31 August 2020)

#### Subsection 19a: Holidays and holiday allowance

Apprentices are covered by the rules of the Danish Holidays Act. During holiday, holiday allowance corresponding to 12.5% of the total holiday-eligible wages is paid. However, apprentices in the first and second full holiday year – after commencement of the employment relationship – must be paid at least full pay. The calculation of holiday allowance commences at the start of the employment relationship and the company covers any difference between full pay and saved holiday allowance during the first and second full holiday year. Holiday allowance earned in a prior employment relationship can be offset in this calculation.

# Adult apprentices

The same provisions apply for adult apprentices.

# (Rules from 1 September 2020 onwards)

# Subsection 19b: Holidays and holiday allowance

Apprentices are covered by the rules of the Danish Holidays Act. During holiday, holiday allowance corresponding to 12.5% of the total holiday-eligible wages is paid. Apprentices are entitled to paid holiday of 5 weeks in the first and second whole holiday period after employment has commenced. The company pays full pay during holidays where the apprentice has not accrued holiday allowance.

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

If employment commenced in the period from 1 November to 30 June, the apprentice is entitled to 3 weeks' paid main holiday during the main holiday period and 5 days' paid holiday where the company is closed before the main holiday period.

## Adult apprentices

The same provisions apply for adult apprentices.

Please refer to Annex 3 for the rules of saving for and payment of holiday allowance in the transitional period from 1 May to 31 August 2020.

#### Subsection 20: Holiday allowance guarantee

Apprentices are covered by TEKNIQ Arbejdsgivernes' holiday allowance guarantee. Holiday allowance is reported to Feriepengeinfo.dk. The holiday allowance guarantee also includes apprentices' special savings accounts, cf. Section 26(8).

# Subsection 21: Maternity leave

Apprentices are covered by the applicable Danish Act on the Right to Leave and Unemployment Benefit in connection with Parenthood (Act on Parental Leave), and they have the same right to time off as stipulated in Section 13 of the collective agreement between TEKNIQ Arbejdsgiverne and the Plumbers' Union in Denmark. Apprentices receive their usual pay during pregnancy, maternity and parental leave, and the company receives unemployment benefit reimbursement. However, the reimbursement may not exceed the pay provided by the employer.

#### Adult apprentices

Adult apprentices follow the provisions of Section 13(1), 13(2) and 13(3) on pregnancy and parental leave in the collective agreement between TEKNIQ Arbejdsgiverne and the Plumbers' Union in Denmark. However, hourly pay may not exceed the minimum pay specified in Section 3(1) of the collective agreement.

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

Apprentices receive full pay during illness.

# Adult apprentices

Adult apprentices are covered by the sickness benefit scheme and follow the provisions on illness in Section 11 of the collective agreement between TEKNIQ Arbejdsgiverne and the Plumbers' Union in Denmark. However, hourly pay may not exceed the minimum pay specified in Section 3(1) of the collective agreement.

#### Subsection 23: Child's first sick day

Apprentices are entitled to the day off with full pay in connection with a child's first sick day in accordance with the same rules as in Section 14(1) and 14(2).

# Adult apprentices

Adult apprentices are covered by the provisions on child's first sick day in Section 14(1), 14(2) and 14(3) of the collective agreement between TEKNIQ Arbejdsgiverne and the Plumbers' Union in Denmark. However, hourly pay may not exceed the minimum pay specified in Section 3(1) of the collective agreement.

# Subsection 24: Child's hospitalisation

Apprentices are entitled to time off with full pay in connection with a child's hospitalisation; see Section 14(4) of the collective agreement between TEKNIQ Arbejdsgiverne and the Plumbers' Union in Denmark.

#### Adult apprentices

Adult apprentices are entitled to time off with full pay in connection with a child's hospitalisation according to the same provisions as specified above. Hourly pay may not exceed the minimum pay specified in Section 3(1) of the collective agreement.

# Subsection 25: Time off for conscription examination

The necessary time off with full pay is provided for conscription examinations.

# Subsection 26: Medical appointments

Apprentices' medical appointments, visits to the dentist, etc. should, when possible and as far as possible, take place outside of normal working hours. If it can be documented that this is not possible, the apprentice is entitled to the necessary time off with pay in connection with the medical consultation.

#### Adult apprentices

The same provisions apply for adult apprentices.

# Subsection 27: Provision and use of safety footwear

The master must provide appropriate safety footwear to the apprentice. Safety footwear is replaced as required during the training period.

The apprentice is obliged to use the provided safety footwear in the daily work and during schooling, when there is a risk of foot injuries.

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

#### Subsection 28: Qualifying test

If the apprentice does not pass the qualifying test, the training period will be extended following application to the Professional Committee. The apprentice is paid during the extended period at the last year's apprentice rate in accordance with Section 26 subsection 2, 3, 4 or 6.

# Subsection 29: Pay during extended training time

If the training time is extended with approval by the Professional Committee in connection with the transfer to a new training location or due to illness, the payment during the extended training time is the rate for fourth year and beyond.

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

If the training time is extended due to reasons for which the apprentice is unaccountable, include delay of school instruction and injury at the company, the apprentice is paid the stipulated minimum payment for the industry's journeymen during the extended training time.

# Subsection 30: Termination upon completion of the training agreement

Prior to the completion of an apprenticeship, a termination notice of 10 working days must be provided if the employment relationship is not to continue beyond the training agreement.

# Subsection 31: Termination of training agreement

Once entered into, a training agreement can be terminated by either party at no notice and without given a reason during the probationary period. After expiry of the probationary period, the training agreement can only be terminated in accordance with the rules of the Danish Vocational Training Act.

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

In the event of company closure, bankruptcy or the death of the employer, the employer or trustee is obliged to make efforts to ensure that the apprentice's training can continue with another master. Breach of this obligation can result in liability to pay compensation for the employer or estate.

# Subsection 33: FGU

Basic vocational training: Apprentices in internships during basic vocational training are paid according to the minimum rates for first year apprentices. Moreover, section on pay and working conditions in the apprentice provisions apply, except for the sections:

- Mileage allowance while attending college
- Final professional assessment
- Pay during extended training time
- Termination of training agreement

# Subsection 34: Residential college

When an apprentice attends a course at a residential college whereby the apprentice is entitled to reside at the college, pursuant to the applicable rules relating to more than one hour and 15 minutes of journey time each way between home and the nearest college, AUB will pay the relevant costs.

If the company requires an apprentice to stay at a residential college in accordance with the rules relating to free choice of a college, whereas it would have been possible to use another geographically closer college under current rules, the company shall reimburse the apprentice in respect of the increased expenses in total for college residence and transportation.

The company pays the necessary deposit before the start of the residential period at the college.

If an apprentice chooses voluntarily to undertake college residency, whereas it would otherwise have been possible to attend another college closer to home, in accordance with applicable rules the apprentice pays the costs of residence, etc., as well as transport. Reasonable expenses incurred by the company can be deducted from the apprentice's pay.

Residential school expenses are reimbursed via AUB wage reimbursement for trainees.

#### Subsection 35: Junior labourers, pre-traineeships and mentor scheme

# Junior labourers aged under 18

The companies are entitled to hire junior labourers up to the age of 18 for odd jobs that are not included in the executive order on the industry's training, for periods of limited duration.

Junior labourers aged under 18 are paid per hour as follows:

**As of 1 March 2020**, DKK 70, 35 **As of 1 March 2021**, DKK 71.80 **As of 1 March 2022**, DKK 73.20

In addition, the same provisions are to be followed as those that apply to regular apprentices under Section 26, subsections 1, 9, 11, 17, 16, 25, 27 and 31 with regard to working hours, supplements, etc.

# Junior labourers in full-time employment (min. 29.6 hours per week)

Junior labourers employed full time must be offered a training agreement after at most 6 months. Junior labourers are not obliged to enter into the training agreement offered.

# Junior labourers in a part-time job (less than 29.6 hours per week)

The parties to the collective agreement agree that young people who make contact with the industry by means of a part-time job will enhance their opportunities for future recruitment of apprentices to the trade.

Junior labourers working in a part-time job can only be employed and can only undertake work at the company's address.

Junior labourers working in a part-time job can be offered a training agreement.

#### Subsection 36a Pre-traineeship

Pre-traineeships are for youth from 15 years of age until end of their 17th year of age. The aim of the scheme is the entry into a normal training agreement after the end of the pre-traineeship period. The wage rate during pre-traineeship follows the wage rate for junior labourers in the plumbing industry.

Otherwise, refer to the agreement on pre-traineeships between TEKNIQ Arbejdsgiverne and the Plumbers' Union in Denmark.

# Subsection 36b Mentor scheme

The parties to the collective agreement agree that the retention of apprentices is a high priority.

Therefore, there is a consensus that agreements can be concluded locally by which a journeyman serves as a mentor for the company's apprentices.

In connection with conclusion of the agreement, an agreement is made on the right to time off in connection with the journeyman's role as mentor.

The journeyman is compensated with pay for the agreed working hours used for this purpose. An agreement is also to be reached regarding any compensation for costs associated with the position.

#### Section 27 – Cooperation and information

This provision can be replaced by a local agreement concluded between the company and trade union representative. A copy of the agreement must be submitted as notification to the organisations.

# Subsection 1: The trade union representative institution

The purpose of the institution of the trade union representative is to represent the interests of the employees in terms of earnings, working conditions, employment and training – and to approve the company's production and work areas.

Both the trade union representative and the company's representative must be equipped with a negotiating mandate to conclude agreements within the company's areas and through local negotiations.

# Subsection 2: Briefing

The organisations encourage the company and trade union representative to hold a briefing once every three months regarding the employment situation. This meeting will also include a review of the need for continuing training of employees and the intake of apprentices.

# Subsection 3: Orientation on dismissals

In the event of pending dismissals, the trade union representative must be kept oriented. The orientation must be provided no later than at the time of dismissal. The trade union representative has the right to take proceedings in the event of unfairness in hiring and dismissal.

In connection with the transfer of an employee between two branches in the same company, orientation regarding this transfer must be given to the trade union representatives in both branches.

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

At companies where a safety organisation is not required or chosen, the trade union representative can assert claims and enquire to the employer regarding working environment issues.

# Subsection 5: Information about temporary employment agencies

At the request of the user company's trade union representative or the trade union, the company must disclose which temporary employment agencies perform tasks at the company within the professional area covered by the collective agreement. The information must include the company name and address that the temporary employment agency has provided to the company.

# Subsection 6: Information about subcontractors

At the request of a trade union representative or the union, the company must disclose which subcontractors perform tasks at the company within the professional area covered by the collective agreement. The information must include the subcontractor's company name, address and CVR number (and P-number [production unit no.]) or RUT number [from the Registration of Foreign Service Providers in Denmark], and the name of the company's contact at the external company. None of the information provided about the subcontractors may be passed on or published.

# Subsection 7: Continuing professional development of former trade union representatives

An employee who ceases to be a trade union representative after having served in this capacity for a continuous period of at least 3 years, and who is still employed by the company, is entitled to a discussion with the company regarding the employee's need for continuing professional development. This discussion must take place no later than one month prior to cessation of activities as an union representative and at the instigation

of the employee. As part of the discussion, clarification is required as to any need for continuing professional development, and how this should be arranged.

The employee receives pay during continuing professional development. It is a prerequisite that statutory compensation for loss of pay be given for the training programme. Compensation for loss of pay is payable by the company.

# Section 28 – Trade union representatives and local work

#### Subsection 1: Joint cooperation project

Good cooperation between the management and employees in the companies is an essential prerequisite for the companies' productivity and competitiveness and for employees' well-being and development opportunities.

The Danish labour market model is based on a professional and constructive cooperation between the parties to the collective agreement and on a well-functioning local cooperation between the company management and trade union representatives. The basis for success is often decentralised agreements and a cooperation process characterised by mutual respect and trust.

The parties agree to carry out a cooperation project to strengthen the trade union representative function and thereby the local cooperation. The parties will carry out this project jointly.

# Subsection 2: Joint activity for newly elected trade union representatives

Newly elected trade union representatives will thereby be offered a training and cooperation programme offered by one of the parties to the collective agreement, which will have a duration of  $2 \times 2$  days. The trade union representative will have the right to participate in such a programme within the first 18 months of his term.

The trade union representative's participation in the training is financed by the Training and Cooperation Fund. The training and cooperation programme must cover subjects that can strengthen the trade union representative's knowledge of the companies' development, production, economic and competitive conditions and the importance of a good psychological working environment, and there must be a focus on the importance of a mutual high level of information between the local parties.

The parties agree that the specific content and execution of the programme will be determined jointly.

The parties agree that the future secretariat services for the initiated activities can be in the auspices of EVU or as otherwise chosen by the parties.

# Subsection 3: Joint effort for the election of trade union representatives

In addition, a joint effort will be initiated to elect trade union representatives in the companies that do not currently have an elected trade union representative.

This effort must clarify the many advantages of a structured and ongoing local cooperation between an elected trade union representative and the company's management.

The joint effort is to be overseen by a body elected or established by one of the parties.

# Subsection 4: Remuneration for elected trade union representatives

The parties agree that trade union representatives elected under the Plumbing Collective Agreement will receive annual remuneration, payable in instalments of ¼ every three months. The remuneration is paid as compensation for the trade union representative's performance of his duties outside of working hours.

The remuneration is not pensionable or holiday-eligible.

The election basis is determined by new election of the trade union representative and subsequently once annually before 15 February. Upon resignation from the trade union representative position, the remuneration shall no longer be paid.

Trade union representatives with an election basis of up to 49 people will receive an annual remuneration of DKK 9,000.

Trade union representatives with an election basis of between 50 and 99 people will receive an annual remuneration of DKK 16,500.

Trade union representatives with an election basis of 100 people or more will receive an annual remuneration of DKK 33,000.

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# Section 29 - Trade union representative rules

This provision can be replaced by a local agreement concluded between the company and trade union representative. A copy of the agreement must be submitted as notification to the organisations.

## Subsection 1: Required number of employees in connection with election of trade union representative

At every company which employs at least 4 employees, the employees elect a journeyman from among their colleagues to be the trade union representative in relation to the employer or its representative.

# Subsection 2: Election of trade union representative in branches and subsidiaries

At company branches and subsidiaries which are geographically separate from the main company, a trade union representative is to be elected from among those employed, in accordance with subsection 1.

# Subsection 3: Eligibility to be elected trade union representative

The trade union representative must be elected from among the employees who are members of the Plumbers' Union in Denmark/the Danish Metalworkers' Union and have been employed for at least 9 months in the given company. Apprentices are not eligible to be elected, but have voting rights.

If such eligible employees do not total at least 4 employees, additional employees with the longest seniority are added to the pool of eligible employees until it reaches 4.

At companies with 3 employees or less, no trade union representative is elected unless both parties so desire. If the local parties agree, the seniority provision can be waived.

# Subsection 4: Trade union representative protection

Trade union representative protection takes effect when the election has been reported to the employer.

# Subsection 5: Objection to election of trade union representative

If the company considers a trade union representative election to have been conducted in violation of the collective agreement, the company is entitled to object to the election to the trade union's local branch within 10 working days after the notification of election has been received by the company.

# Subsection 6: Trade union representative training course

The organisations agree that when a trade union representative has been elected in the company and he has not previously completed a trade union representative training course, the company is encouraged to grant him time off for such a training course as quickly as possible.

# Subsection 7: Calling the trade union representative to negotiations

If, in negotiations on the general conditions and prices of the collective agreement fails to result in agreement between the given employees and employer, the trade union representative must be called upon to join the negotiations.

# Subsection 8: Trade union representative's activities during working hours

When the trade union representative, in order to perform trade union representative work during working hours, must leave his work, this must be done with due regard and the employer must be notified.

When the company requires the participation of the trade union representative in an issue regarding the company and the employees, this must not result in a loss of income for the trade union representative. Any over-time hours are compensated with the overtime supplement.

# Subsection 9: Cancellation of trade union representative status

A trade union representative who is elected for a period with a larger number of employees ceases to be a trade union representative if the number of employees for a period of 3 months has been 3 or less, unless a written agreement is concluded between the parties to uphold the position.

# Subsection 10: Dismissal of trade union representative in connection with industrial disputes

If the trade union deems that a dismissal of a trade union representative is unjustified, his employment cannot be interrupted until his organisation has had the opportunity to seek correction through the labour law system. Such efforts must commence within 1 week and be completed as quickly as possible.

# Subsection 11: Dismissal of trade union representative in connection with a company closure

If the dismissal is due to the closure of the company, the trade union representative will have a special notice of termination of 6 weeks beyond that agreed in Section 10.

# Subsection 12: Company upholds dismissal of trade union representative

If an employer upholds its dismissal of the trade union representative after the dismissal has been found to be unjustified under labour law, the employer is obligated, in addition to the pay for the notice period, to pay compensation. The amount of the compensation must depend on the circumstances, but cannot exceed 52 weeks' pay. The compensation is calculated on the basis of the trade union representative's average earnings in the past three months. Also refer to the provisions of the Main Agreement.

# Subsection 13: Extended notice of termination for former trade union representative whose employment is based on the terms and conditions of a permanent position

An employee in a permanent position or whose employment is based on the terms and conditions of a permanent position and who ceases to be a trade union representative after having worked as one for at least 1 year, and who continues to work for the company, is entitled to 6 weeks' notice of termination over and above the employee's individual notice if the employee is terminated within 1 year after ceasing to be a trade union representative.

The parties to the collective agreement agree that the longer period of notice deviates from Section 2 of the Danish Employers' and Salaried Employees' (Legal Relationship) Act in that the salaried employee leaves at the end of a month, and that this is in the employee's favour.

# Subsection 14: Trade union representative enters into a training agreement

A trade union representative who enters into a training agreement with the company pursuant to the Danish commercial training act (Erhvervsuddannelsesloven) may continue to be a trade union representative. However, this is contingent on the trade union representative working together with his/her election basis during training periods.

# Section 30 - Local agreements

#### Subsection 1: Written agreements

All local agreements must be in writing.

## Subsection 2: Local agreements without participation of the organisations

Local agreements, which must be in writing, can be agreed without the organisations' participation.

#### Subsection 3: Entry into local agreements

If a trade union representative has been elected, local agreements are concluded between the representative and the company. If no trade union representative has been elected, local agreements are concluded between the company and the employees.

# Subsection 4: Delivery of local agreements

The organisations must be provided with the agreements upon request.

# Subsection 5: Termination of local agreements and practices

Local agreements, practices and regulations can be terminated by both parties with 2 months' notice to the first day of a month, unless an agreement on longer notice has been reached.

# Subsection 6: Terminating party's obligations

In the event of termination, the terminating party is obliged to commence local negotiations and, if no agreement can be reached, to let the issue be considered by a mediation meeting or, if applicable, an organisation meeting. A request for the application of labour law procedures must be received by the other party in accordance with the provisions of the collective agreement on industrial disputes.

# Subsection 7: Cancellation of local agreements and practices

The parties are not released from the terminated local agreement, practice or regulation before these general rules are observed, even if the expiration date has passed.

# Subsection 8: Information regarding local agreements

Upon entry into local agreements that significantly change pay and working conditions, the employer must inform the affected employees to the necessary extent.

# Section 31 – Rules for handling industrial disputes

# Subsection 1: Settlement of disagreement

The organisations agree that efforts must be taken to resolve any disagreement of an industrial nature according to the rules below.

## Subsection 2: Local negotiation

If disagreement arises between employer and employees, the disagreement must be negotiated locally.

Unless otherwise agreed in writing between the parties, the local negotiation must take place no later than 10 working days after the request for negotiation was presented. The company summons the employee or trade union representative to a local negotiation. Minutes of the local negotiation about the disagreement must be drawn up and signed by both parties.

As far as possible, the disagreement must be dealt with locally before the case can proceed to mediation, cf. subsection 2.

# Subsection 3: Mediation meetings

If agreement is not reached through local negotiations, mediation can be requested through the respective organisations.

The party that requests a mediation meeting is obliged to include the minutes of the local negotiations and associated annexes with the request for mediation.

The claims and offers presented in the local negotiations must be included. The organisations agree that this rule can only be waived in special circumstances. The mediation meeting must be held without undue delay in Copenhagen within 10 working days and in the province within 15 working days after the receipt of the request for mediation by the counterpart organisation.

Deviation from the above deadlines is permitted by agreement.

Negotiations shall be resumed at the mediation meeting with the assistance of the organisations' mediator, who will seek to resolve the dispute through direct negotiation.

The mediators draw up minutes of the negotiation result and sign this with binding effect.

# Subsection 4: Organisation meeting

If the mediation does not result in a resolution of the disagreement, each of the organisations is entitled to demand that the issue be referred to consideration at an organisation meeting.

Such a request – if no other agreement was reached at the mediation meeting – must be reported to the counterpart organisation no later than 10 working days after the mediation meeting has been held.

When the request has been presented, the case must be considered no later than 30 working days after the counterpart has received notification.

If the meeting can reach agreement on a suitable solution, this solution shall be binding on the parties.

# **Subsection 5: Permanent Committee**

For the preparation of any new piecework prices that are to be valid in the area, the organisations appoint a permanent committee comprising 6 members, of which half are elected by employer representatives and half by employee representatives.

The result of the committee's work is to be approved by the organisations.

For the resolution of ongoing cases, a working committee is appointed, comprising one representative from each organisation. For this working committee, the same deadlines apply as those specified in Subsection 4.

# Subsection 6: Industrial arbitration

# a - Request for industrial arbitration

If, through the aforementioned labour law procedures, no agreement is reached on a solution, and the case concerns the interpretation of an existing collective agreement or agreement between the parties, it can be referred for resolution to an industrial arbitration.

The organisation that wants an issue to be resolved by arbitration must, within 40 working days, inform the counterpart organisation of this.

#### b - Refusal of arbitration

If one of the parties refuses to allow the matter to be resolved through arbitration under the pretext that the dispute in question does not concern the interpretation of an existing collective agreement between the parties, each of the parties can, through their respective main organisations, the Confederation of Danish Employers and the Danish Confederation of Trade Unions, bring the matter of whether such refusal is justified before the Labour Court.

# c – Composition of the arbitral tribunal

The arbitral tribunal shall comprise 5 members. 1 arbitrator and 2 representatives for each of the parties.

## d - Appointment of arbitrator

The arbitration will be appointed by the parties jointly with consideration of whether the arbitrator should be a lawyer or an architect. If there is no agreement on the selection of arbitrator, the parties must request that the president of the Labour Court appoint an arbitrator.

#### e - Exchange of complaints and responses

Prior to the arbitration proceedings, complaints and responses are to be exchanged. The arbitrator serves as president of the court.

The case is sent for ruling by simple majority vote by the members of the arbitral tribunal. If a majority vote cannot be reached, the matter will be resolved by the arbitrator.

The arbitral tribunal shall provide both parties with notification of its or the arbitrator's ruling. The ruling must be issued no later than 14 days after the case has been submitted to the court.

## f - Ruling must be observed

The undersigned organisations and their individual members must comply with the ruling of the arbitral tribunal.

# g - Coverage of costs

To cover the costs incurred through the activities of the arbitral tribunal, the arbitrator decides which of the parties must pay the costs of the case.

#### Subsection 7: Choice of mediator and arbitration members

The organisations are free to choose who they want as mediator and arbitration members.

#### Subsection 8: Prohibition of work stoppage

Before the rules for handling industrial disputes are fulfilled, it is not permitted for either side to initiate work stoppages, unless there is a suspension of payments or because consideration for life, welfare or honour gives compelling reasons to stop the work.

# Subsection 9: Work stoppage ordered by the main organisations

These rules do not limit the 2 organisations' or their members' right to participate, without prior negotiation or arbitration, in a work stoppage that is ordered by the Confederation of Danish Employers or the Danish Confederation of Trade Unions.

# Subsection 10: Organisational responsibility

If an organisation has asserted a claim of organisational responsibility at a joint meeting towards the counterpart organisation, the matter must be considered at an organisation meeting.

The matter must be considered in this way before proceedings in Labour Court.

If the complaining party does not request the holding of an organisation meeting, the claim of organisational responsibility will become void and cannot later be asserted in connection with the basis of the matter.

The parties may enter into ad hoc agreement that cases with a claim of organisational responsibility can be considered in a different forum. It is essential that both parties are represented at a level that can sign with binding effect on behalf of the two organisations.

# Subsection 11: Disputes concerning apprentices

The parties to the collective agreement agree that attempts should be made to resolve disputes between apprentice and company regarding training conditions or other conditions for apprentices in general, or which are asserted by apprentice or company, or which are brought before the Professional Committee for plumbing training, through participation of the organisations before the matter is brought before the Disputes Board, see the Danish Vocational Training Act and the Executive Order on the Disputes Board.

The case is handled between the organisations, under the auspices of the Professional Committee for plumbing training, through a meeting between the parties in the training relationship and representatives of the organisations.

## Section 32 – Duration of the collective agreement

This collective agreement, which takes effect on 1 March 2020, is binding for the undersigned organisations until it is terminated by one of the parties in accordance with the then-current rules, with effect as of 1 March of a year, however no earlier than 1 March 2023.

TEKNIQ ARBEJDSGIVERNE

Henrik Fugmann

Plumbers' Union in Denmark and Plumbers' Trade Union of 1873

Henrik W. Petersen

This collective agreement, which takes effect on 1 March 2020, is binding for the undersigned organisations until it is terminated by one of the parties in accordance with the then-current rules, with effect as of 1 March of a year, however no earlier than 1 March 2023.

TEKNIQ ARBEJDSGIVERNE

Henrik Fugmann

Dansk Metal Kjeld Bækkelund Hansen

## Annex 1 – Danish Holidays Act, effective as of 1 September 2020

## Annex 2 – Inequity in setting pay

The parties agree that it is a prerequisite that there can and shall be deviations from the minimum payment rate of the Collective Agreement, as this is a "moveable" pay system.

Thus, it is natural in setting wages pursuant to Section 3 of the Plumbing Collective Agreement that consideration shall be given to employees' specialist skills, the nature of the work as well as the scope of piecework in respect of the employee in question. Furthermore, consideration shall be given to the demands of the work on the person performing the task, including any discomfort associated with undertaking the work.

The organisations have the right to object in cases where generalised inequity is deemed to exist.

The Parties agree that one of the prerequisites for the existence of inequity is that the individual company's pay level is considerably lower than the pay level of comparable companies in the industry.

The Parties agree that, seen in isolation, a considerable deviation from the general, average pay within the industry is not sufficient to establish inequity. It is a prerequisite that companies are comparable within the same industry and geographical setting.

## Disputes

Any disputes in the matter of whether inequity is present can be dealt with in accordance with the rules on industrial disputes in the Mandate for the committee on social dumping in Annex 10. An ensuing industrial procedure case may be introduced against the backdrop of a current works site.

At a fast-track mediation meeting, the Parties seek to reach agreement regarding whether and, if so, to what extent inequity is present. The procedure can be concluded if the Parties reach agreement.

If it is not possible during the industrial procedure to reach agreement on inequity, the case can be passed to an industrial tribunal, which will take a stance on whether inequity is present. If possible, industrial arbitration should take place within one month.

If inequity is ascertained, the Parties may seek to negotiate, possibly with subsequent industrial procedure according to the same principles as for local agreements, to reach agreement on how to end the inequity.

#### 1. Extra days off

The employee is allocated 3.33 extra days off as of 1 May 2020, to be taken before that. 31 December 2020. Extra days off are paid via the public holidays account with advance payment, cf. Section. 16. Employment based on the terms and conditions of a permanent position pursuant to Section 25 are paid the usual pay from the savings account where there is sufficient coverage.

The extra days off can be scheduled according to the same rules as for the scheduling of remaining holiday; see the Danish Holidays Act. Irrespective of changes in job, no more than 3.33 extra days off may be taken in the transitional period.

Extra days off days can be taken in hours.

In connection with the last payment of wages for the month of December, any remaining amount for public holiday days, collectively agreed days off and extra days off is paid to the employee, unless the employee has expressed a desire before 30 November that the remaining amount – or portion thereof – is paid as an extraordinary pension contribution.

For employees in employment based on the terms and conditions of a permanent position pursuant to Section 25, if the employee who is employed based on the terms and conditions of a permanent position is not employed by the company throughout the transitional period, either due to hiring or resignation, the extra days off are calculated in proportion to the employment during the calendar year. Note, however, that, irrespective of the time of leaving during the period, the account for the employee with employment based on the terms and conditions of a permanent position will only be settled at the last payment of wages in December.

### 2. Childcare days

Employees who are entitled to a child's first sick day off will be entitled to 1.66 childcare days from 1 May 2020 to 31 December 2020. The employee can have a maximum of 1.66 childcare days in the transitional period, irrespective of the number of children the employee has. This rule shall apply to children under 14 years of age.

Childcare days can be taken in hours.

These days shall be deployed by agreement with the company and the employee, taking due account of the interests of the company.

Wages are not paid for a childcare day off, but the employee may receive an amount from his/her public holidays/accrual account.

#### Annex 4 – Labour market pension

#### **Purpose**

The purpose of the pension scheme is to provide security for the member and any surviving relatives of the member, in the event of the member's death, disability or retirement.

The parties agree that the pension scheme is part of the Plumbing Collective Agreement.

#### **Pension**

Employees employed in accordance with the Plumbing Collective Agreement are covered by the occupational labour scheme established in PensionDanmark, in accordance with the protocol of 17 January 1992.

The joint pension scheme is established with effect from 01 January 1993 for employees in the construction industry.

#### Age and seniority requirements

The employer must pay pension contributions for employees who are 20 years old, and who have worked for at least 6 months under a collective agreement between the aforementioned employers' associations and trade unions. However, for skilled employees over 20 years of age, apprenticeship time is included in the calculation of seniority.

If the employee is admitted to this pension scheme or in a similar collectively agreed occupational pension scheme in a previous employment relationship, the employee is entitled to pension contributions from the first day of employment.

## Registration and documentation

The employer must register when the employed employee has been employed in the company for more than 6 months. With effect from the first pay period thereafter, payment of the collectively agreed pension contribution is made to the employee in question.

If necessary, the employee must document employment in the industry or previous employment in a position covered by this other pension schemes. The documentation can take the form of payslips or declarations from the former employer and must relate to employment relationships within the past 5 years.

If the employee can present such documentation, the employer must pay the collectively agreed pension contribution for the employee in question with effect from the time of hiring or no later than when the 6 months' industry seniority has been earned.

## Pension contribution

The pension contribution is set as a percentage of the A-taxable income. The amount of the contribution is specified in Section 4(1) of the collective agreement.

The employer must withhold the employee's own contribution and pay the total pension contribution to PensionDanmark once monthly, no later than on the 10th day of the following month.

The individual has the opportunity to increase his own pension contribution.

The agreement on work sharing cannot be concluded for work that is specifically remunerated as piecework.

#### Temporary reduction of working hours (work sharing)

1. Temporary reduction of the weekly working hours can be implemented on the conditions below, when there is local agreement on such reduction, and the submitted application is approved by the organisations. The submitted application must contain the CPR number and name of the employees covered by the application.

The employer is obliged to inform the job centre in accordance with the applicable rules (no later than one week before the scheme comes into force).

#### Notice and scope

2. The work sharing scheme must involve either a company as a whole, a company branch, or a specific production unit in the company.

The work sharing scheme can be established in the following ways, in accordance with the Executive Order on Supplementary Unemployment Benefit:

- 1 week's unemployment and 1 week's work
- 2 or 3 days' unemployment per week
- 1 week's unemployment and 2 weeks' work

It is not permitted to establish a work sharing scheme in which the daily working hours are reduced, or where the unemployment applies for less than 2 days per week.

An employee can participate in a work sharing scheme for a maximum of 13 weeks within a period of 12 consecutive months. Further work sharing requires the approval of the Regional Employment Committee.

#### Hiring and dismissal

3. Additional labourers may not be engaged while a work sharing scheme is in effect. However, this excludes the employees – or replacements for these employees – who have resigned during the work sharing. During the work sharing, the employee's obligation to provide notice of resignation becomes void. Nor is it possible to dismiss employees while work sharing is in effect.

### Changes and termination

- **4.** The work sharing scheme must normally be changed or terminated with at least the same notice as that observed with its implementation (one week).
  - Notice of termination of schemes must be provided in writing to the organisations prior to termination. Changes to schemes must be approved by the organisations according to the same rules as those applying upon the implementation of schemes.
  - Termination and changes to existing schemes can be done by branch, regardless of whether the scheme was established for the entire company.

# Rush orders

**5.** However, if unexpected rush orders make it necessary to transfer to full working hours, this can be done with one day's notice, and the notification of this must be immediately sent to the organisations.

### Overtime

**6.** The applicable working hours pursuant to a scheme determines the normal working hours for the individual employee. If an employee is assigned to work in excess of that planned for him through the scheme, this is considered overtime and is to be paid as such.

## Scope

7. Reduced weekly working hours (work sharing) can, on the basis of reasonable operational justification, be implemented for one or more branches of a company without necessarily impacting the working hours, etc., of other branches in the same company.

## **Training**

**8.** Training must be discussed before an application on work sharing is submitted.

## Special provisions

If the work sharing scheme includes trade union representatives and/or safety representatives, their protections under the collective agreement remain in force during periods of release.

The organisations agree that the working environment is an important element in the daily work. To ensure employee safety and health, compliance with the then-current rules regarding working environment is a necessity. Likewise, alertness and attention to the physical and psychological working conditions, which can contribute to improving the level in the company or industry, is of great importance.

The organisations therefore agree to encourage both employees and the company's management to enter into constructive cooperation with the aim of ensuring a high standard of safety and health.

The organisations also agree that it is still the company's management, which in accordance with the applicable rules, who is responsible for ensuring that the individual employee is able to perform his work in accordance with these rules. Thus, the employer must provide the necessary safety measures and, as needed, instruct employees in the performance of work.

The organisations also agree that the employees have a duty to contribute to ensuring that the working conditions within their area of work are suitable in terms of safety and health. If an employee, despite the company's instructions and the presence of the necessary safety equipment, still ignores clear and well-known working environment rules, this must be considered to be a serious violation of the employment relationship, and in which case can have consequences under employment law.

To promote good development in the area, the organisations appoint a working environment committee which is structured as a joint committee.

The primary task of the working environment committee is to contribute to reducing the number of work injuries, occupational ailments and sick days.

If one of the organisations is notified through a constituency/branch/employer of a working environment problem that could not be resolved locally, the organisations' working environment committee can be brought in to resolve the problem. The committee's solution model must be followed by the parties. In the event of noncompliance, the matter can be pursued in the labour courts or otherwise. If, during the processing of a case in the Working environment committee, the Danish Working Environment Authority is contacted regarding the case, the committee can decide to close the case.

The working environment committee also has the important task of conveying information about a good working environment. This includes information in trade journals, pamphlets and information meetings. By guiding the company's management and employee representatives to training in working environment issues that goes beyond the working environment training required by law. By drawing attention to new technology, product development and a different organisation of work that improves the working environment. By having a close cooperation with the training institutions that offer continuing training in the plumbing field and the institutions that offer the industry's apprenticeship training.

The working environment committee must also work to ensure that regulation of working environment in the industry is adjusted in a way that is manageable for the companies and the employees.

The costs of implementing the various activities is financed, as far as possible, wholly or partially with external funds through the public sector contributions to the organisations' working environment activities, including

the Industry Working Environment Committee for Construction and Engineering. If this is not possible, the organisations will cover the costs jointly.

The organisations will bear their own costs for the committee members' participation in the committee's meetings.

## Annex 7 – Night work and health assessments

In connection with the implementation of the EU Working Time Directive, the parties specified below have concluded the following agreement on night work:

The companies must ensure that night workers are offered free health assessments before beginning employment with night work and subsequently at regular intervals.

The companies must also ensure that night workers who suffer health problems that are proven to be due to their performance of night work must, when possible, be transferred to day work that suits them.

Night work is understood as an employee who normally performs at least 3 hours of the daily working hours during the night period, or is expected to perform a specifically agreed portion of the annual working hours during the night period.

The agreement does not change the rules of the collective agreement on night work, including payment for night work.

## Annex 8 – Circumvention of the collective agreement

The parties agree that it can be considered a circumvention of the collective agreement if independent companies perform a specific job in an employee-like employment relationship (so-called "arms and legs companies") and this is in violation of labour law and industrial practices.

However, it is not considered to be a circumvention of the collective agreement when two or more companies in an actual business relationship enter into an agreement on a specific job, or where a subcontractor or a specialist company engages employees to perform the work.

Disputes as to whether there is circumvention of the collective agreement can be handled in accordance with the rules of labour law.

In assessing whether there is a circumvention of the provisions of the collective agreement, guiding elements may include whether the independent company exercises the right of management for performance of the work, whether the independent company is responsible for the quality of the work, and whether the independent company is financially liable and bears the financial risk of the work, and whether the independent company participates in the statutory working environment organisation at the worksite/workplace.

Annex 9 – Committee work relating to hiring out employees and identification of the development of other ways of working

The parties agree that the Danish labour market model is based on the wage-earner's employment conditions being covered by the parties' collective agreements.

In connection with general developments in new ways of working – e.g. hiring out employees, freelance, arms and legs companies and two-sided markets – the parties agree to appoint a committee.

The purpose of the committee is to identify the development in such forms of work with a view to retaining the collective agreement system as the basic condition of collaboration between the parties.

The committee will be appointed as soon as possible after the collective agreement negotiations and will work through the period covered by the collective agreement or until the parties resolve by consensus to conclude this work.

## Annex 10 - Mandate on social dumping

In the 2010 Collective Agreement negotiations, protocols were drawn up on social dumping, circumvention of the collective agreement and subcontracting. The aim of these protocols is to avoid circumvention of the collective agreement, and for this reason a joint committee has been established to monitor developments and ensure there is intervention in respect of any companies or employees entering into agreements that circumvent the collective agreement.

The committee meets at least twice a year, or when either Party ascertains an instance of possible circumvention of the collective agreement. The twice-yearly meetings are agreed as part of the normal meetings calendar between TEKNIQ Arbejdsgiverne and the Plumbers' Union in Denmark/the Danish Metalworkers' Union, while ad hoc meetings to clarify specific matters are arranged at the earliest opportunity.

There is consensus that the committee is to be summoned for an extraordinary meeting in the following circumstances:

- When either Party ascertains that non-Union companies/employees are carrying out work covered by the collective agreement and the company/employee in question refuses to disclose information on the terms and conditions of employment.
- If either Party has grounds to suspect that the provisions of the Plumbers' Collective Agreement, including the aforesaid annexes, are being circumvented
- If a TEKNIQ Arbejdsgiverne company contributes to social dumping

If at a meeting of the professional bodies (possibly by telephone or e-mail) it is shown to be probable that a TEKNIQ Arbejdsgiverne company is involved in social dumping, a fast-track procedure will be set in motion in the industrial procedure system, whereby a mediation meeting shall take place at the company's address within 48 hours, unless otherwise agreed.

If it is ascertained at the meeting that social dumping is occurring, and agreement is not reached on how to bring this to an end, there is a consensus that the matter can immediately be fast-tracked via industrial arbitration; ideally, this should take place within 2 weeks after the mediation meeting.

If it is a matter of social dumping committed by non-Union companies, TEKNIQ Arbejdsgiverne will contact the company in question with a view to setting up a meeting with the participation of TEKNIQ Arbejdsgiverne and the Plumbers' Union in Denmark/the Danish Metalworkers' Union as well as to give guidance and, if possible, include the company as a member and thus get the work covered by the collective agreement.

If the company fails to respond to TEKNIQ Arbejdsgiverne's enquiry or fails to comply with the guidelines presented, TEKNIQ Arbejdsgiverne will give its full backing to any militant action the Union side may take in the matter.

#### Annex 11 – Foreign labour

With a view to counteracting social dumping, the parties to the collective agreement have entered into the following agreement on dealing with disputes about foreign employees' pay and working conditions when working in Denmark:

- 1. The parties to the collective agreement encourage the company, before engaging on foreign subcontractors to perform work at the company's workplaces/worksites in Denmark, to inform the trade union representative and present all relevant background information about the subcontractors, such as the work they are to undertake and the expected duration.
- 2. The local parties can request a local meeting at the earliest opportunity at which, as soon as possible, all relevant background information is presented or, where not immediately available obtained, if there is any doubt about pay and employment conditions for foreign employees.
- 3. Notwithstanding whether local discussions have taken place pursuant to subsection 1 and/or subsection 2, TEKNIQ Arbejdsgiverne or the unions can enquire of the counterpart organisation if matters come to light that can be predicted to lead to problems or disagreements.
- 4. Such enquiries must result in a meeting between the parties to the collective agreement in accordance with the rules in the mandate in Annex 10, unless the local parties are able to resolve the dispute beforehand. Representatives of the parties involved may participate.
- 5. All relevant background information must be presented or obtained as quickly as possible.
- 6. TEKNIQ Arbejdsgiverne's member companies that employ foreign labour must incorporate this into the company's pay level, and other conditions of the collective agreement must be complied with.
- 7. Where a foreign company is involved in a contract for a TEKNIQ Arbejdsgiverne member company, and where the company in question is not covered by the collective agreement, the parties will likewise seek a negotiated solution in order to avoid triggering collective militant action. In such situations, the Parties agree that the company can be included in TEKNIQ Arbejdsgiverne, even if a conflict has been announced or notified. If the conflict is established, Section 2(6) of the master agreement applies. The unions undertake to give at least 14 calendar days' notice of conflict. A copy must be provided to TEKNIQ Arbejdsgiverne.
- 8. If, during the negotiations or subsequently, the foreign company is accepted as a member of TEKNIQ Arbejdsgiverne, the pay level must be assessed and adjusted to the necessary extent, potentially with the participation of the organisations.

#### Annex 12 - Subcontracts

The companies should implement provisions in the contractor agreements stipulating that the subcontractor must be covered by the collective agreements under the Danish Confederation of Trade Unions applicable to the given contractor agreement in relation to the employees who perform the work, and that it is considered material breach of the contractor agreement to not comply with this requirement.

It is agreed that the above contract provision means that work stoppages aiming to secure a collective agreement can be avoided, as the subcontractor is hereby covered by a collective agreement.

If the union proves circumstances that give rise to a presumption that the provisions of the collective agreement are not respected, the union will immediately contact TEKNIQ Arbejdsgiverne to initiate handling of the matter according to labour law.

In connection with the above-mentioned handling, it is incumbent on the subcontractor to prove compliance with the provisions of the collective agreement.

## Annex 13 – Protocol outside the agreement for the supply and use of safety footwear

TEKNIQ Arbejdsgiverne, the Plumbers' Union in Denmark and the Danish Metalworkers' Union hereby conclude the following agreement on safety footwear for members of the unions who are employed by TEKNIQ Arbejdsgiverne's member companies.

The following agreement on the use and provision of safety footwear is concluded and will take effect upon renewal of the collective agreement between the above-mentioned organisations.

Upon hiring by the company, suitable safety footwear is purchased by the company and provided to the employee.

After this time, safety footwear is replaced as needed and by mutual agreement.

The basis for renewal is the risk of leg and foot injuries, see the rules of the Danish Working Environment Authority.

Employees must take appropriate care of the provided safety footwear and keep it clean.

Employees are obliged to use the provided safety footwear.

#### a. Senior days off scheme

From 5 years prior to the state pensionable age from time to time in effect, the employee may enter into a senior scheme.

The purpose of the senior scheme is to give more scope for individual senior employees than is normally the case in employment to have the option of taking unpaid time off. The desire for unpaid time off can be accommodated by giving the employee the right to use payments into the public holiday/savings account to finance days off – known as senior days off.

When someone takes a senior day off, a payout is made from the public holiday/savings account of an amount corresponding to sick pay.

If the employee wants to take more senior days off than the balance of the public holidays/savings account allows, this can be done by depositing ongoing pension contributions into the employee's public holidays/savings account instead of paying them into the pension scheme. The amount deposited in the public holidays/savings account is reduced by an amount that covers the costs of administration of the pension scheme, including the insurance schemes that continue to apply during employment, even though paying into the pension pot has ceased.

Unless otherwise agreed, no later than 1 November, the employee must inform the company in writing as to whether the employee wishes to enter into a senior scheme with senior days off in the coming calendar year, and, if so, what proportion of the pension contribution the employee wishes to convert into pay. Furthermore, the employee must state how many senior days off the employee wishes to take in the upcoming calendar year. This choice is binding on the employee. Nevertheless, the employee has the opportunity to inform the company by 1 November each year whether any changes are desired for the upcoming calendar year.

Option of saving towards payment for senior days off

The employee and the company may agree that, from five years before the senior scheme can be implemented, the employee may save the value of holidays and days off not taken. The value of extra days off not taken can then be paid out in connection with taking senior days off.

Administration of senior days off

The maximum number of senior days off that can be taken equates to the corresponding amount saved.

In the first year of the senior scheme, conversion starts with the pay period in which the employee is 5 years from the state pension age from time to time in effect.

Unless otherwise agreed, scheduling of senior days off follows the same rules that apply to scheduling extra days off.

### b. Option of a reduction in working time instead of senior days off

As an alternative to senior days off, the employee and the company may agree to a reduction in working hours, e.g. longer work-free periods, permanent reduction in weekly working hours, etc.

When agreeing a permanent reduction in weekly working hours, the converted pension contributions may be paid out continuously as a supplement to wages.

The conversion does not change the existing collectively agreed basis of calculation and is thereby cost-neutral for the company.

The above is just an expression of an editorial change that does not imply any change in legal practice.

# Annex 15 – Access to IT facilities for working environment and trade union representatives

The Parties agree that the trade union representative and the working environment representative must have the necessary access to IT facilities.

The Executive Order takes effect on 1 June 2020.

## Annex 16 – Working environment representatives' participation in relevant working environment courses

The Parties agree that, by agreement with the employer, the necessary freedom can be granted to the working environment representative to participate in the confederation's relevant working environment courses.

Access to participate in the confederation's working environment courses affects neither rights nor obligations in relation to the working environment training enshrined in legislation.

The Parties agree that participation in the confederation's voluntary working environment courses does not attract payment pursuant to Section 10(1) of the Danish Working Environment Act.

The Executive Order takes effect on 1 June 2020.

## Annex 17 – Organisation agreement on data protection

TEKNIQ Arbejdsgiverne and the Plumbers' Union in Denmark/the Danish Metalworkers' Union agree that the provisions of the collective agreement and the associated procedure must be interpreted and dealt with in accordance with the GDPR (EU 2016/679).

The parties agree that it is necessary to ensure that current practice between the parties for the collection, storage, processing and provision of personal information pursuant to employment and labour law obligations can continue.

## Annex 18 - Protocol of understanding on systematic overtime

The parties agree that the idea behind the model described was to enable companies with variable production needs, where the local parties have sought in vain to achieve a local agreement on varying weekly working hours, to notify systematic overtime in a manner such that, within a period not exceeding 12 months, the systematic overtime would be offset by time off in lieu.

The parties agree to clarify that this model cannot be used as a permanent expansion of the companies' production capacity, e.g. in the form of a fixed 42-hour working week with ongoing time off in lieu, unless the local parties agree to this.

The parties furthermore agree to clarify that this is not a matter of a rolling 12-month winding-up period according to the same principle as offsetting with time off in lieu of other overtime, for which the rolling period is 4 months. On the contrary, this is a matter of a maximum period of 12 months from the establishment of systematic overtime, within which the systematic overtime must be offset as time off in lieu. If the systematic overtime has already been offset within the 12-month period, the overtime will be deemed to have been offset, and any further systematic overtime notified will run for a new 12-month period.

## Annex 19 - Green revolution

The green revolution will imply major challenges for Danish society. The installation industry plays a central role in this development.

Fossil fuels must be replaced by green energy. Energy consumption must be minimised and made more flexible. This requires state-of-the-art installations. State-of-the-art technology makes it possible to usher in a more effective energy system in a way that addresses financial needs and the need for comfort.

The installation industry must therefore be ready for these tasks. This requires the necessary skill-sets to be in place.

The industry's employer and wage-earner organisations will continue and strengthen their work to ensure that apprenticeships and in-service training are fit for purpose for tomorrow's requirements. The organisations will furthermore use informational activities to help raise awareness among companies and employees regarding future tasks and the skills required. The organisations will encourage discussion of these matters in the companies and at local activities.

## Annex 20 - Committee for the Confederation of Danish Industries' Agreement for Salaried Employees

The Parties agree to prepare a Salaried Employees collective agreement in the field of plumbing. Accordingly, a committee will be appointed with 3 representatives from the employers and the employees.

The remit of the committee during the upcoming collective agreement period is to prepare proposals for a salaried employees collective agreement.

The parties to the collective agreement agree to implement the Danish Equal Pay Act in the collective agreements.

On this basis, the parties have agreed on the following protocol text:

**"Section 1.** Pay discrimination on the basis of gender, in violation of the rules of this agreement, is not permitted. This applies to both direct and indirect discrimination.

subsection 2. All employers must provide equal pay to women and men in terms of all pay elements and pay conditions, for the same work or for work that is attributed the same value. Especially when a professional qualification system is used for determining pay, this system must be based on the same criteria for male and female employees and so arranged as to exclude any discrimination on grounds of gender.

*subsection 3.* The assessment of the value of labour must be based on an overall assessment of relevant qualifications and other relevant factors.

**Section 1 a.** Direct discrimination exists where an individual is treated less favourably, due to gender, than another person is, has been or would be treated in a similar situation. Any less favourable treatment of a woman in connection with pregnancy and during women's 14-week leave after birth is considered to be direct discrimination.

subsection 2. Indirect discrimination exists when a provision, a criteria or a practice that is apparently neutral would put persons of one gender in a less favourable position than those of another gender, unless the provision, condition or practice in question is objectively based on a legitimate aim and the means for fulfilling this aim are appropriate and necessary.

subsection 3. Pay is the standard base or minimum wage and all other benefits that the employee receives as result of the employment relationship, directly or indirectly from the employer, in the form of cash or in kind.

**Section 2.** An employee whose pay is in violation of Section 1 is lower than that of others, is entitled to the difference.

subsection 2. An employee whose rights have been violated as a result of wage discrimination based on gender, can be awarded compensation. The compensation will be determined with consideration of the employee's length of employment and the other circumstances of the case.

**Section 2 a.** A wage earner is entitled to pass on information about his or her pay conditions. This information can be passed on to anyone.

**Section 3.** An employer must not dismiss a wage earner or subject a wage earner – including a wage earners' representative – to unfavourable treatment by the employer in response to a complaint, or because the wage earner or the wage earners' representative has submitted a demand for equal pay, including equal pay conditions, or because the latter has passed on information about pay. An employer may not dismiss an employee or an employee's representative due to the lodging of a claim pursuant to Section 4(1).

subsection 2. It is incumbent on the employer to prove that a dismissal is not in violation of the rules of subsection (1). However, if the dismissal takes place more than one year after the employee has lodged a claim

for equal pay, Section 1 only applies if the employee proves actual circumstances that give rise to a presumption that the dismissal is in violation of subsection (1).

subsection 3. A dismissed employee can assert a claim for compensation or reinstatement. Any reinstatement must be carried out in accordance with the principles of the Main Agreement. The compensation will be determined with consideration of the employee's length of employment and the other circumstances of the case.

**Section 4.** An employer with at least 35 employees must annually prepare pay statistics by gender for groups with at least 10 people of each gender included in the calculation according to the 6-digit DISCO code for the purpose of consulting and informing the employees on pay differences between men and women at the company. However, this does not apply for companies in the industries of agriculture, gardening, forestry and fishing. If, due to the company's legitimate interests, pay statistics showing a breakdown by gender are accepted as being confidential, the information must not be passed on.

subsection 2. The gender-specific pay statistics stipulated by subsection (1) must be calculated for employee groups with a degree of detail corresponding to the 6-digit DISCO code. The employer is also obliged to account for the statistical design and for the applied definition of pay.

subsection 3. Companies that report to the annual pay statistics from Statistics Denmark can, at no charge, request pay statistics by gender, in accordance with subsection (1), from Statistics Denmark.

subsection 4. The employer's obligation to prepare gender-specific pay statistics under subsection (1) become void if the employer enters into an agreement with the employees at the company on the preparation of a report. The report must include a description of conditions of importance for the remuneration of men and women at the company, specific action-oriented initiatives that can have a duration of up to 3 years, and the specific follow-up on these activities during the period covered by the report. The report must cover all of the company's employees and is treated in accordance with the rules of the Cooperation Agreement. The report must be completed before the end of the calendar year in which the obligation to prepare gender-specific pay statistics applied.

**Section 5.** An employee who does not believe that the employer is complying with its obligation to provide equal pay, including equal pay conditions, can, under this agreement, request that the claim be decided through the labour law system.

subsection 2. If a person who considers himself/herself wronged pursuant to Section 1 proves actual circumstances that give rise to the presumption that direct or indirect discrimination has taken place, it is incumbent on the other party to prove that the equal treatment principle has not been violated.

**Section 6.** In cases where the unions find a basis for a based on labour law in accordance with the above rules, an inspection can be conducted at the company with the participation of the organisations before proceedings in the case.

subsection 2. In the event of cases based on labour law, an agreement is made at the mediation meeting, or before this meeting, about what information will be provided to the union for the purpose of assessing the case.

The parties agree that the Danish Equal Pay Act does not subsequently apply to the employment relationship covered by the collective agreement between them, and that disputes regarding equal pay must be resolved in the labour law system.

tions, into this	o agree to incorpora agreement.	ate changes in t	ne Equal Pay A	ct, arising from a	any changes to	EU IAW ODII

The parties to the collective agreement agree to recommend to DA (the Confederation of Danish Employers) and LO (Danish Confederation of Trade Unions) that the main organisations establish an equal pay board.

The parties to the collective agreement recommend that the Board is established as follows:

#### Overall framework

The Equal Pay Board will be established according to the model known from the Dismissals Board.

The Committee shall be empowered to decide in matters concerning the construction and understanding of, as well as any violations of, the Equal Pay Act or the implementation of the provisions of the Act into the collective agreement.

Cases that relate to implementation shall be brought before the Committee unless already covered by the rule in Section 11(2) and Section 22(1) of the Labour Court Act.

The Board must initially be able to decide disputes regarding the central provisions of the act, namely Section 1(1) to 1(3) and Section 3.

Matters regarding Section 5a(4) of the act and similar agreement provisions must be primarily resolved in accordance with the rules of the Cooperation Agreement. Only legal disputes in the form of disputes regarding breaches or interpretation of the provision may be brought before the Board.

The parties agree to seek to establish a unified system of sanctions.

If a case contains elements that concern both a violation and interpretation of the equal pay rules and other elements of the collective agreement at the same time, the Board can also consider these other elements of the collective agreement. If such other elements of the collective agreement require a very specific knowledge of the collective agreement, they can, upon demand, be referred to independent handling in the labour court system.

Cases cannot be brought before the Board until the usual avenues for negotiation in the labour law system have been exhausted. This means that a local negotiation, mediation meeting and organisation meeting must have been completed. In addition, a preparatory meeting should be held under the auspices of the Board, corresponding to the meeting that is known from the Dismissals Board.

The parties to the collective agreement agree that the deadlines applying for case handling in the Dismissals Board are not expedient in equal pay cases, which often entail a large amount of facts. Therefore, there is agreement that it is expedient to utilise different deadlines, which better balance the need for a quick decision and the need for appropriate consideration of the cases.

The parties agree to seek to establish such a board during the collective agreement period.

Such a board will be established in accordance with the above guidelines, with the necessary adjustments.

## Annex 23 - TEKNIQ Arbejdsgiverne and 3F - United Federation of Danish Workers

TEKNIQ Arbejdsgiverne and 3F accede to the applicable collective agreement of 1 March 2020 between TEKNIQ Arbejdsgiverne and the Danish Metalworkers' Union, with accompanying protocols – with the following exceptions, changes and additions.

## Section 3(1): Minimum wage for young employees under 18

From the beginning of the pay period in which the following start dates are included, the minimum wage for young employees per hour totals:

As of 1 March 2020, DKK 70.35 As of 1 March 2021, DKK 71.80 As of 1 March 2022, DKK 73.20

No service supplement in accordance with Section 3(3) of the collective will be paid.

#### Subsection 1: Minimum wage for adult workers

From the beginning of the pay period in which the following start dates are included, the minimum wage per hour totals:

As of 1 March 2020 DKK 122.10 As of 1 March 2021 DKK 124.60 As of 1 March 2022 DKK 127.10

In addition to the minimum wage and after turning 18 years of age, a service supplement in accordance with Section 3(30) will be paid of

DKK 10 per hour

## In special cases:

If the employer can document that an agreement has been concluded regarding trial employment with the aim of establishing an apprenticeship in accordance with the Apprentice provisions agreed between the Plumbers' Union in Denmark and the Danish Metalworkers' Union on one side and the respective professional committees on the side of the employers, in accordance with these provisions no service supplement will be paid.

## This applies even if the employee in question is over the age of 18.

The agreement must specify that the employment relationship is established with a mutual declaration that the employment is established as a trial period.

Employment in a trial period cannot exceed 1 year maximum after the commencement of the employment relationship.

After this period – or upon interruption of the employment relationship as a trial period within 1 year – the general provisions on payment of service supplement automatically take effect for employees aged 18 or older.

#### Section 22(1): Piecework obligation

The pipe price list, district heating price list and national schedule of wages for plumber work in Denmark do not apply in the agreement with 3F, unless the local parties so agree.

This collective agreement applies from 1 March 2020, and notice of termination cannot be given with effect before 1 March 2023.

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