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## **Section 1 – Application of the collective agreement**

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### **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**

Companies which, by their admission as a member of TEKNIQ, have a collective agreement with one or more trade unions within the area covered by the collective agreement, be it the collective agreement or a special collective agreement, an accession collective agreement or a local agreement, are covered, without special termination of such a collective agreement by this collective agreement, from the time of the admission as a member. Immediately after the company's admission in TEKNIQ, adaptation negotiations will commence with the purpose of establishing any local agreements so 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 in TEKNIQ.

Concluded local agreements 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 in TEKNIQ, 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 and the respective trade unions from the time of admission; see however the special rules on pension provisions in Section 4.

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## Section 2 – Hiring

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### **Subsection 1: Second jobs**

Employees who are employed in companies subject to this collective agreement may not otherwise undertake work 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 lending employees to other companies.

### **Subsection 2: Unskilled worker**

Unskilled workers can 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 initial 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 is not aimed towards employment terms as supervisors and trusted permanent employees.

### **Subsection 4: Hiring Monday**

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

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

The organisations have concluded an agreement that replaces the national legislation, which implements EC Directive 91/533 on an employer's obligation to inform the employee 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's member companies must be hired on the conditions of the collective agreement.

If a foreign company joins TEKNIQ, 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 and holiday card scheme outlined in Sections 15(6) and 15(7), and must therefore pay holiday allowance and public holiday entitlement 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 aforementioned meeting.

There is also agreement that posting of foreign workers must be done in accordance with the EU Posting Directive, implemented in Denmark by Act no. 1111 of 01/11 2006 on the posting of workers.

#### **Subsection 7: Hiring 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 in the employment relationship that are exchanged between the company and the employees can be exchanged via the electronic mail solutions that may be available, e.g. via e-mail and e-Boks.

Before the commencement of 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 be provided the documents in paper form by contacting the company.

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## Section 3 – Pay conditions

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### Subsection 1: Minimum wage

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

**As of 01 March 2017** DKK 115.60

**As of 01 March 2018** DKK 117.60

**As of 01 March 2019** DKK 119.60

### Subsection 2: Other wages

- a. The parties agree that the use of hourly wages or a production-enhancing wage system should be done in such a way that the individual company's productivity and competitiveness – and thus employment opportunities – are promoted to the greatest possible extent.
- b. Negotiations on wage changes may not take place more than once during each collective agreement year.

### Subsection 3: Service supplement

In cases where the work cannot be performed on piecework, a productivity-determined service supplement of at least DKK 10.00 per hour must be paid.

The supplement will be offset against any personal supplement.

The supplement is not paid in conjunction with the payment of hourly wages on piecework of any kind.

### Subsection 4: General raises

All general wage 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 take 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 01 March 2017** DKK 9.30

**As of 01 March 2018** DKK 9.45

**As of 01 March 2019** DKK 9.60

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.
2. Dismantling of old drainpipes.
3. Work in excavations, except however for concrete canals.
4. Work in wells.

### **Subsection 7: Supplement for changing worksites**

The provision applies for employees who work at changing worksites with 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 break, the following supplement will be paid to partially cover the costs of meals, etc.

**As of 01 March 2017** DKK 56.40 per day

**As of 01 March 2018** DKK 57.30 per day

**As of 01 March 2019** DKK 58.20 per day

### **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 7.



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## Section 4 – Pension

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

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

The pension contribution is 12%.

The employee pays 4% and the employer 8%.

### **Subsection 1 b: Pension contribution during parental leave**

During the 14 week parental leave, an extra pension contribution will be paid to employees with at least 9 months' seniority at the expected date 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.

### **Subsection 2: Escalation scheme**

Newly admitted members of TEKNIQ who, prior to joining TEKNIQ, do not have a pension scheme for employees covered by the area covered by the collective agreement, or who have a pension scheme with lower pension contributions for these employees can require that the contribution to PensionDanmark be escalated as follows:

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

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

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

No later than 3 years after joining TEKNIQ, 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, the escalation scheme schedule must be recorded by TEKNIQ and the union at the request of TEKNIQ.

### **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 such a 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(11) and 26(12) of the collective agreement.

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## Section 5 – Payment of wages

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### 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: Payslip

The payslip must, as a minimum, include:

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

### Subsection 3: Time sheets

To enable the timely payment of wages, the employees are obliged to submit daily and weekly time sheets such that the employer receives them each Monday with the morning postal delivery.

### Subsection 4: 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.

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## **Section 6 – Working hours**

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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 1.1: 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.

### **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 given branch.

### **Subsection 3: Varying weekly working hours**

Subject to local agreement, the working hours for all employees or groups of employees 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(1a), 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.

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## Section 7 – Standby shifts

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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. Within a shift period, a small 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 personal locator 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: Quantity of standby shifts

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

#### 3.1: Payment for standby shifts

The following payment is provided for standby shifts:

##### As of 01 March 2017

- a) standby hours on weekdays .....DKK 20.25 per hour
- b) standby hours on Sundays, public holidays and days off DKK 25.40 per hour

##### As of 01 March 2018

- a) standby hours on weekdays .....DKK 20.60 per hour
- b) standby hours on Sundays, public holidays and days off DKK



25.80 per hour

**As of 01 March 2019**

a) standby hours on weekdays ..... DKK 20.90 per hour

b) standby hours on Sundays, public holidays and days off DKK 26.20 per hour

**3.2: Weekly payment for standby shifts**

The weekly payment for standby shifts cannot total less than:

**As of 01 March 2017** DKK 1,014.60

**As of 01 March 2018** DKK 1,030.80

**As of 01 March 2019** DKK 1,047.30

**Subsection 4: On-call work outside of standby shifts**

In the event of on-call work outside of standby shifts, a special supplement per on-call event will be paid as follows:

**As of 01 March 2017** DKK 127.80

**As of 01 March 2018** DKK 129.85

**As of 01 March 2019** DKK 131.95

**Subsection 4.1: 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 wage, a standby supplement and overtime supplement will be paid in accordance with Section 8 of the collective agreement.

**Subsection 5: Telephone consulting**

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

**Subsection 6: 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.

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## Section 8 – Overtime

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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 01 March 2017** DKK 38.60

**As of 01 March 2018** DKK 39.25

**As of 01 March 2019** DKK 39.85

### **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 01 March 2017** DKK 108.20

**As of 01 March 2018** DKK 109.95

**As of 01 March 2019** DKK 111.70

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

In the intervening hours between 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.

With effect from 1 March 2017, illness will be 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 employed 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 supplement for all overtime hours is paid on the next payment of wages day.

The overtime hours covered by the requirement to take time off in lieu remain in place until the time is taken off in lieu, 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 shop steward, systematic overtime must be counterbalanced with time off in lieu as whole days off within a period of 12 months afterwards. Surplus hours 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 14.

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## Section 9 Staggered working hours

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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 01 March 2017** DKK 21.30

**As of 01 March 2018** DKK 21.65

**As of 01 March 2019** DKK 21.95

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 01 March 2017** DKK 41.75

**As of 01 March 2018** DKK 42.45

**As of 01 March 2019** DKK 43.10

### 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 entitled to 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).

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## Section 10 – Termination and climate-related postponement

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### **Subsection 1: Termination notice**

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 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 hourly wages).

### **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 wages 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 calendar 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 continuously in the company for 9 months cannot be terminated within the first 3 months of an absence period due to illness or injury. It is a condition that, during the absence period, the employee is entitled to unemployment benefit in accordance with the Sickness Benefits Act.

### **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. In the event of theft of tools the liability to provide compensation becomes void 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) Competence 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 training course must take place during the termination period.

However, these rules do not apply for employees who are entitled to early retirement benefit or pension from the employer or from the government.

### **b) 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.

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## Section 11 – Illness

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### **Subsection 1: Illness**

During a timely reported and documented illness, the employer will provide payment for up to 6 weeks to employees with at least 2 months' seniority.

### **Subsection 2: Definition of hourly wages 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 wage during illness for piecework journeymen in the company is the applicable hourly wage. If such an hourly wage 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 travel work.

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

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

In the event of relapse due to the same illness within 14 calendar days from and including the first working day after the end of the previous absence period, the employer's payment period will be calculated from the first day of absence in the first absence period.

### **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's right to holiday and public holiday compensation during illness proceeds from Section 25 of the Danish Holidays Act; see Annex 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.

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

### **Subsection 7: Period length for holiday and 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.

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## Section 12 – Injury and occupational-related illness

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### **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 6 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 wage for piecework journeymen in the company is the applicable hourly wage. If such an hourly wage 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 travel 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.



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## Section 13 – Pregnancy, maternity and paternity leave

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

For hourly wage 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 travel work.

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

The maximum rate as of 01 March 2017 is DKK 141.50 per hour.

The maximum rate will be increased:

**As of 01 March 2018** DKK 143.50 per hour.

**As of 01 March 2019** DKK 145.50 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.

Full wages are payable during parental leave; however, the maximum rate is DKK 139.50.

The maximum rate will be increased:

**as of 01 July 2017** DKK 175.00 per hour.

**as of 01 March 2018** DKK 177.00 per hour.

**as of 01 March 2019** DKK 179.00 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 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.

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## Section 14 – Child’s first sick day

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### Subsection 1: Day off in connection with child’s first sick day

For employees with at least 6 months’ seniority and for employees in training time off is granted when this is necessary to take care of the employee’s ill children under 14 years old who are at the employee’s home.

The time off is only granted to one of the child’s parents and only for the child’s first sick day.

Notice of absence is according to the same rules as for illness.

The following applies as of 01 May 2017:

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.

Payment is as for a child’s illness.

### Subsection 2: Payment in connection with child’s first sick day

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

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

The maximum rate as of 01 March 2017 is DKK 119.50 per hour.

The maximum rate will be increased:

**as of 01 March 2018** DKK 121.50 per hour.

**as of 01 March 2019** DKK 123.50 per hour.

### Subsection 3: 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 4: Childcare days**

With effect from 01 May 2017, workers and employees who are entitled to a child's first sick day off will be entitled to 2 childcare days per holiday year. A maximum of 2 childcare days per holiday 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.

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## Section 15 – Holidays

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### **Subsection 1: The 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 holiday card is received by the employer no later than 5 weeks before the holiday period. If the holiday card is submitted later, the holiday allowance must be paid no later than 1 week after it is received by the employer.

### **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 guarantees holiday and public holiday allowance. The parties to the collective agreement agree that the union's members and the company must use the payment card scheme that has been agreed by the parties.

### **Subsection 7: Holiday card scheme**

No later than 15 February, the employee must receive a holiday card that has been approved by the organisations.

See Annex 2.

An employee who, during the current qualifying year changes workplace, must upon resignation be provided with documentation of earned holiday and holiday allowance.

If the employee, upon resignation, has not held the days' holiday due to him from the employment in the same company in prior qualifying years, a payment card will be issued for remaining holiday.



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## Section 16 – Extra holidays

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### **Subsection 1: Extra holidays**

The employee is entitled to 5 extra days' holiday in each holiday year from 01 May until 30 April.

The extra holidays are 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' holiday in each holiday year.

The payment for extra holidays 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 900.00. For young workers, the corresponding amount is DKK 500.00.

### **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.

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## Section 17 – Public holidays

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

With the aim of providing payment to the employee for public holidays, collectively agreed holidays and extra holidays, for each employee the employer must set aside an amount corresponding to the employee's holiday-eligible pay. This amount includes holiday allowance for public holidays.

<b>As of 01 March 2017</b>	_____	8.7%
<b>As of 01 March 2018</b>	_____	9.4%
<b>As of 01 March 2019</b>	_____	10.0%

### 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 01 May, Constitution Day, Christmas Eve and New Year's Eve.

The payment totals DKK 900.00 per day.  
For young workers, the corresponding amount is DKK 500.00.

### 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 01 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 holidays 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 guarantees holiday and public holiday allowance; see Section 15.

### **Subsection 9: Gradual increase in public holiday savings for recently included firms**

As of 01 March 2017, recently included firms may require the voluntary element of contributions to public holiday savings to be subject to a gradual increase scheme whereby the contribution is established as follows:

No later than from the time the collective agreement comes into force, the company must pay in 25% of the contribution as per the collective agreement to the scheme.

- no later than 1 year subsequently, contributions must be at least 50%
- no later than 2 year subsequently, contributions must be at least 75%
- no later than 3 years after admission, contributions must be at least 100% of the contribution in question.

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

The scheme must be entered into a protocol no later than 2 months after admission. The gradual increase scheme cannot be used to reduce existing contributions, not even upon change-over of parties to the collective agreement within the Confederation of Danish Employers (DA) area.

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## Section 18 – Continuing training

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### **Subsection 1: Planning of continuing training and skills planning**

The parties to the collective agreement agree to a cooperation to ensure that the companies' employees receive the necessary continuing training and skills development so as to advance the plumbing industry's areas of work.

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.

The training courses aim to ensure development of the employees' skills in order to maintain and strengthen the companies' development opportunities in a technological world. Another aim is to support development of the employees skills to maintain and strengthen employment opportunities.

For example, this can be achieved through training at the basic and advanced levels, general and specialised continuing training, participation in assessment of prior learning in the public sector and relevant private courses.

The organisations agree that employees, taking into account the company's working circumstances, can be granted time off to participate in continuing training courses.

### **Subsection 2: Right to 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.**

Training initiated under the Danish Act on Occupational Training through the Plumbing Industry's Training Board. If the parties to the collective agreement agree, the provision can cover the following professional training programmes. Pay during continuing training amounts to the then-applicable hourly wage in the company. The company receives the public subsidies through the unemployment insurance fund/union.

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 wage in the company.

In addition, the company reimburses expenses for meals 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 receives the public subsidies, if any, through the unemployment insurance fund/union.

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 voluntary training programme that meets the requirements specified in item b, outside of 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 voluntary 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.

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## Section 19 – Training funds

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### 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's member companies paying an amount equivalent to DKK 0.65 per hour for each of the company's employees who are members of the Danish Metalworkers' Union or the Plumbers' Union in Denmark.

As of 01 March 2018, the contribution will be increased by DKK 0.05 to DKK 0.70 per hour

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: 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 0.42 per hour worked**.

From the first pay period after 01 January 2018, the contribution will total **DKK 0.45 per hour worked**.

LO's members receive 3/4 and DA's members 1/4.

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## Section 20 – Social chapters

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### **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 counties' 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 13.

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## **Section 21 – Welfare measures**

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### **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

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<b>Election of trade union representative:</b>	9 months Section 29(3).
<b>Termination:</b>	9 months Section 10(1)
<b>Skills development</b>	2 years Section 10(9)
<b>Completion of apprenticeship:</b> _____ Apprenticeship work after reaching	the age of 18 is included in the calculation of seniority Section 10(1)
<b>Illness</b>	2 months Section 11(1)
<b>Child's first sick day, Child's hospitalisation</b>	6 months Section 14(1) and Section 14(3)
<b>Pregnancy and parental leave:</b> _____	9 months Section 13(1), 13(2) and 13(3)
<b>Injury and occupational-related illness:</b>	None
<b>Notification of work injury</b>	9 days Section 12(2)
<b>Continuing training and voluntary continuing training:</b> _____	32 weeks Section 18(2)
<b>Employment based on the terms and conditions of a permanent position:</b>	9 months Section 25(1)

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## Section 23 – Travel work – without overnight stays

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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 supplemented for travel 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 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 provided 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 travel 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 travel 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 transport.

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 travel work. Normal hourly wages are paid, as well as any applicable overtime supplement for travel time and mileage allowance.

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

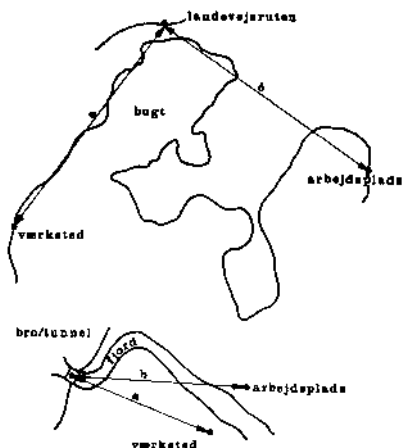
If a work task for which the travel work supplement is paid is interrupted for a reason for which the employee is not accountable,

the travel 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 computerised measuring program, which is published by the parties to the collective agreement.

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.)



### Subsection 9: Supplement for travel 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 18.55 per overtime hour will be paid if notification of the overtime is not provided the day before.

## Subsection 10: Rates

Distance		Supplement for travel work DKK/hour.
Over km	To km	
7	10	0.920
10	13	1.290
13	16	1.640
16	20	2.130
20	25	2.685
25	30	3.125
30	35	3.420
35	40	3.615
40	45	3.920
45	50	4.290
50	55	4.650
55	60	5.025
60	65	5.395
65	70	5.765
70	75	6.130
75	and above	8.235

## Subsection 11: Supplement for travel work in connection 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 travel 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 travel 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 travel work**

The supplement for travel work is indexed on 01 March of the year in which the collective agreement is renewed.

#### **D – Mileage allowance**

##### **Subsection 18: 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.

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## Section 24 – External service – with accommodation

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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 off-site work, 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 lodging at a recognised hotel, boarding house or the like, or pay according to an approved bill.
- 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 wage.

### **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.

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

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### **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 wage collective agreement between TEKNIQ and the Plumbers' Union in Denmark. The agreement follows some of the provisions of the Danish Employers' and Salaried Employees' Act and selected provisions of the collective agreement. The agreement does not change the status of the employee to a salaried employee.

The question of implementing or terminating agreements on employment based on the terms and conditions of a permanent position can be decided on the basis of labour law, but only by 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 jointly draw up a form that must be used for agreements on employment based on the terms and conditions of a permanent position.

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 individual's qualifications, effort and skills.

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 wage 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 applying for 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.

Termination can occur during 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 termination is conditional on it being given immediately upon the completion of the 120 sick days, and while the employee is still ill, while the validity is not affected by the return of the employee to work after the termination has taken place.

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

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

#### **Subsection 8: Employee's duty to provide compensation in the event of death**

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 off-site work**

Travel and off-site work are organised and paid 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: Continuing 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 wages 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 wage 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: Holidays**

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 23 of the Danish Holidays Act.

#### **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 holidays**

In each holiday year, the individual employee is entitled to take up to 5 extra days holiday with pay corresponding to usual pay from the savings account to the extent that there are sufficient funds in the account. Earnings in this account are accrued 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 holiday are calculated in proportion to the employment during the calendar year.

The extra days holiday are scheduled in accordance with the provisions of the Danish Holidays Act on remaining holiday. The extra days holiday are converted into and taken as hours during the holiday year. Regardless of any job change, it is not permitted to take more than 5 extra days holiday per holiday 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 01 March 2017** at 5.05%

**As of 01 March 2018** at 5.75 %

**As of 01 March 2019** at 6.35 %

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 holidays 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 wants the individual employee 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.

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## Section 26 – Pay and working conditions for apprentices

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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.

### 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: plumbing and energy specialist, ventilation technician, plumbing installation technician and plumbing and sanitation.

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.

Level	01 March 2017	01 March 2018	01 March 2019
1	DKK 63.95	DKK 65.05.	DKK 66.15.
2	DKK 73.80	DKK 75.05.	DKK 76.30.
3	DKK 92.95	DKK 94.55.	DKK 96.15.
4	DKK 105.80.	DKK 107.60.	DKK 109.45.
5 (EUX*)	DKK 116.20.	DKK 118.15.	DKK 120.20.

\*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 3: Payment of Plumbing energy technician apprentices



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

#### **Subsection 4: Payment of stainless industrial fitter apprentices**

<b>Level</b>	<b>01 March 2017</b>	<b>01 March 2018</b>	<b>01 March 2019</b>
1	DKK 67.80.	DKK 68.95.	DKK 70.10.
2	DKK 76.90.	DKK 78.20.	DKK 79.50.
3	DKK 82.60.	DKK 84.00.	DKK 85.40.
4	DKK 95.60.	DKK 97.20.	DKK 98.90.
5	DKK 115.60.	DKK 117.55.	DKK 119.55.

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

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. The payment must be 2 months at the first year apprentice pay. After this, the pay follows the scale.

If the duration of a previously concluded training agreement is shortened, the payment at the remaining pay levels will be shortened corresponding to the shortened training time.

#### **Subsection 6: Payment of adult apprentices**

Apprentices who conclude 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.

When other apprentices (who are paid according to the apprentice rates) participate in piecework, their hourly wages 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 x journeymen's payment  
Second year apprentice = 0.4 x journeymen's payment  
Third year apprentice = 0.5 x journeymen's payment  
Fourth year apprentice = 0.7 x journeymen's payment

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

If, during the course of work, a piecework agreement is changed to an hourly wage 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**

Apprentices save up in a special savings account according to the holiday-eligible wages. The savings total:

<b>As of 01 March 2017</b>	2.80%
<b>As of 01 March 2018</b>	3.50%
<b>As of 01 March 2019</b>	4.10%

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 – see Section 17(6) of the collective agreement.

This provision does not apply for adult apprentices who follow the provisions of Section 17 of the collective agreement.

### **Subsection 9: Pension**

Apprentices are not covered by the pension scheme.

However, for skilled workers over 20 years of age, apprenticeship time is included in the calculation of seniority.

Persons who begin a vocational training within the pension scheme's area after having been covered by the pension scheme continue to be covered by the scheme during the training period.

Apprentices who begin a vocational training in the industry after turning 20 years of age, and who do not have sufficient seniority,

will be covered by the pension scheme when 6 months' seniority is achieved.

**As of On 01 March 2018**, the pension provisions for apprentices change for apprentices who are subject to the pension provision of the Plumbing Collective Agreement when they reach the age of 20 and have seniority of at least 2 years.

This change does not include adult apprentices.

#### **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.

#### **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 provides financing of the scheme and independently determines any employer contribution for this purpose.

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: Junior labourers**

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

Employed junior labourers must be offered a training agreement as a trainee no later than 6 months after the time of hiring.

### **Subsection 14: 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 concluded on pre-traineeships between TEKNIQ and the Plumbers' Union in Denmark.

### **Subsection 15: Remuneration of junior labourers**

Junior labourers under the age of 18 are paid per hour as follows:

**As of 01 March 2017** at DKK 66.60.

**As of 01 March 2018** at DKK 67.75.

**As of 01 March 2019** at DKK 68.90.

### **Subsection 16: Overtime payment for apprentices**

Apprentices under the age of 18 may not work overtime.

When apprentices over the age of 18 work overtime, they are paid the following supplements:

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

**As of 01 March 2017** at DKK 38.60.

**As of 01 March 2018** at DKK 39.25.

**As of 01 March 2019** at DKK 39.85.

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 01 March 2017** at DKK 84.35.

**As of 01 March 2018** at DKK 85.70.

**As of 01 March 2019** at DKK 87.05.

### **Subsection 17: Apprentices' dirt supplement**

The dirt supplement is paid in accordance with the collective agreement:

**As of 01 March 2017** at DKK 9.30.

**As of 01 March 2018** at DKK 9.45.

**As of 01 March 2019** at DKK 9.60.

The supplement must be paid for a minimum of 3 hours per day.

### **Adult apprentices**

The same provisions apply for adult apprentices.

### **Subsection 18: Apprentice's road money**

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

Additional expenses or additional travel time between residence and off-site worksite are paid by the company, if the distance results in extra expenses or longer travel time for the apprentice in relation to the above.

Additional expenses or additional travel time between the company's workshop address and off-site worksite are paid by the company.

The above-specified payments are made according to the applicable provisions and any applicable local agreements. Travel time outside of the normal working hours is paid at the normal apprenticeship wage.

Reimbursement for use of own vehicle in the company's service is to be agreed between the parties.

### **Adult apprentices**

Adult apprentices that are paid the industry's minimum wage will be paid 70% of the journeymen's supplement for travel work. Beyond a distance of 40 km, the same amount is paid as for the journeymen.

### **Subsection 19: Mileage allowance while attending school**

For apprentices who are attending school, the company reimburses the apprentice's expenses for transport when the total route to school is 20 km or more. The total route to school is the shortest route from residence/lodging location to school and back to either the residence/lodging location.

As far as possible, public transport must be used. For the use of public transport a reimbursement is provided for the actual expenses incurred. Transport must be, according to the local circumstances, the cheapest and most appropriate option and, where possible, a subscription card, multiple ride ticket, etc., must be used.

If the use of public transport will cause undue hardship for the apprentice, the apprentice's own means of transport can be used by agreement. In such cases, a transport allowance is paid that follows the rate set by the Danish Ministry of Education for employees participating in vocational training programmes – currently DKK 0.97 per km – when the total route to school is 20 km or more.

If the above condition cannot be met – and the apprentice nonetheless chooses to use his own means of transport – compensation corresponding to the cheapest public transport will be paid.

For accommodated apprentices, compensation for transport expenses is provided for the trip to and from the accommodation location and for the trip between the accommodation location and the usual residence in connection with weekends and the Easter/Christmas holidays. It is a condition that the above-mentioned distance condition is met.

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

Transport compensation is paid on the condition that it is possible, in accordance with the Danish Employers' Reimbursement System Act (lov om arbejdsgivernes uddannelsesbidrag), to obtain full or partial reimbursement of the expenses incurred by the companies.

AUB's board is responsible for setting the transport subsidy rate.

### **Adult apprentices**

The same provisions apply for adult apprentices.

## **Subsection 20: 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 and the Plumbers' Union in Denmark.

## **Subsection 21: Other days off**

On 01 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 01 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 and the Plumbers' Union in Denmark.

## **Subsection 22: Extra holidays**

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

Apprentices are entitled to extra holidays according to the same rules as those found in Section 7 of the Danish Holidays Act. This means that apprentices hired before 01 July in a holiday year are entitled to 5 extra days' holiday in that holiday year.

If the employment relationship commences on 01 July or later, the apprentice is entitled to 5 extra days' holiday in the following holiday year.

### **Adult apprentices**

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



### **Subsection 23: Holidays and holiday allowance**

Apprentices are entitled to holiday in accordance with the Danish Holidays Act and are also 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.

### **Subsection 24: Holiday card guarantee**

Apprentices are covered by the holiday card scheme with the accompanying guarantee from TEKNIQ. Holiday cards are issued by the company immediately after the end of the year.

### **Subsection 25: 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 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 and the Plumbers' Union in Denmark. Hourly wages may not exceed the minimum wage specified in Section 3(1) of the collective agreement.

### **Subsection 26: 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 and the Plumbers' Union in Denmark. However, hourly wages may not exceed the minimum wage specified in Section 3(1) of the collective agreement.

### **Subsection 27: 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).

### **Adult apprentices**

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

### **Subsection 28: Child's hospitalisation**

Apprentices are entitled to time off with full pay in connection with a child's hospitalisation; see Section 14(3) of the collective agreement between TEKNIQ 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. The hourly wages may not exceed the minimum wage specified in Section 3(1) of the collective agreement.

### **Subsection 29: Time off for conscription examination**

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

### **Subsection 30: Doctor visits**

Apprentices' doctor visits, dentist visits, 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 31: Provision and use of safety footwear**

The master must provide appropriate safety footwear to the apprentice. Safety footwear must be replaced during training as needed.

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 32: Final professional assessment**

If an apprentice does not pass the final assessment, the training time is extended by 6 months with an associated new final assessment. The apprentice is paid during the extended period at the last year's apprentice rate. The Professional Committee can approve a new training agreement with another approved company during the extension period.

### **Subsection 33: 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.

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 34: Termination upon completion of the training agreement**

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

### **Subsection 35: Termination of training agreement**

A training agreement cannot be terminated by the agreement's parties outside of the trial period unless the termination is approved by the Professional Committee in accordance with Section 60 of Danish Act no. 578.

### **Subsection 36: 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.

The practice of the Employees' Guarantee Fund in connection with company bankruptcy means that apprentices normally receive compensation corresponding to a maximum of 3 months' pay or until a new training agreement is concluded.

### **Subsection 37: Basic Vocational Training (EGU)**

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:

- Transport compensation during school stays
- Final professional assessment
- Pay during extended training time
- Termination of training agreement

### **Subsection 38: 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.

### **Subsection 39: Boarding school**

Companies that have concluded a training agreement with a trainee under the Danish Act on Vocational Training, which entails that the trainee must stay in a boarding school when this is necessary for the student's completion of the training, will pay the costs of staying at the boarding school, see Section 49 of the Danish Act on Vocational Training and Executive Order no. 290 of 01 April 2009.

Stays at a boarding school are considered necessary when it is a result of the company utilising the options for free choice of school, or the training can only be completed at a school where the student is entitled to admission in a boarding school under Section 3(1) of Executive Order 290/2009 (more than 75 minutes of transport time). Moving by the student does not trigger access to payment for boarding school by the company.

The company's expenses for students' stays at boarding schools are reimbursed through the AUB scheme.

It is recommended that the employer contribution to AUB is increased to the amount corresponding to the actual additional costs. Thus, the amount cannot exceed the actual additional costs.

Until such a scheme enters into force, the agreement reached in the 2014 collective agreement negotiations on boarding schools remain in effect.

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## Section 27 – Cooperation and information

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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: Orientation meeting**

The organisations encourage the company and trade union representative to hold an orientation meeting 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**

As of 01 March 2017, 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 a shop steward 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.



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## Section 28 – Trade union representatives and local work

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### **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 x 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  $\frac{1}{4}$  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.

With effect from 01 April 2017, the remuneration totals:

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.

Where an agreement on payment/remuneration to trade union representatives has already been concluded, this will be offset in the above remuneration.

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## Section 29 – Rules for trade union representatives

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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 employed workers 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 departments and branches**

At company departments and branches 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 overtime 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 maintains dismissal of trade union representative**

If an employer maintains 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.

This rule applies only to former trade union representatives terminated after 01 May 2017.

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**

The present provision takes effect on 01 May 2017.

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.



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## Section 30 – Local agreements

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### **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.

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## Section 31 – Rules for handling industrial disputes

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### **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. Minutes of the local negotiation must be drawn up and signed by both parties.

### **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. At the mediation meeting the negotiations resume with the support of the organisations' mediator, who through direct negotiation seeks to bring about a solution to the disagreement. 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.

To the extent that agreement on resolution of the disagreement

is reached at the meeting, this solution is binding for 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 - Structure of the arbitration**

The arbitration court comprises 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 arbitration court. If a majority vote cannot be reached, the matter will be resolved by the arbitrator.

The arbitration court 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 arbitration court.

### **g- Coverage of costs**

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

### **Subsection 7: Choice of arbitrator 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: Disagreements in the apprentice area**

The parties to the collective agreement agree that attempts should be made to resolve disagreements between apprentice and company regarding training conditions or other conditions for apprentices, 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.

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## Section 32 – Duration of the collective agreement

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This collective agreement, which takes effect on 01 March 2017, 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 01 March of a year, however no earlier than 01 March 2020.

TEKNIQ

*Henrik Fugmann*

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

*Max Meyer*

This collective agreement, which takes effect on 01 March 2017, 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 01 March of a year, however no earlier than 01 March 2020.

TEKNIQ

*Henrik Fugmann*

Dansk Metal  
*Kjeld Husted*

### Ferielov

Lov nr. 396 af 31. maj 2000

Beskæftigelsesministeriet

Jf. lovbekendtgørelse nr. 1177 af 9. oktober 2015.

Med senere ændring, lov nr. 1868 af 29. december 2015 indarbejdet.

Loven indeholder bestemmelser, der gennemfører dele af Rådsk Direktiv 93/104/EF af 23. november 1993 om visse aspekter i forbindelse med tilrettelæggelse af arbejdstiden (EF-Tidende nr. L 307/18). Direktivet er senere erstattet af Europa-Parlamentets og Rådets direktiv 2003/88/EF af 4. november 2003 om visse aspekter i forbindelse med tilrettelæggelse af arbejdstiden

#### Kapitel 1 Lovens område

**§ 1.** En lønmodtager har ret til ferie og feriegodtgørelse eller løn under ferie og ferietillæg efter denne lovs bestemmelser.

*Stk. 2.* Ved lønmodtager forstås i denne lov en person, der modtager vederlag for personligt arbejde i tjenesteforhold, jf. dog stk. 3 og 4.

*Stk. 3.* En person, der har afgørende indflydelse på den virksomhed, som den pågældende arbejder i, anses ikke for lønmodtager.

*Stk. 4.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering kan fastsætte nærmere regler om, hvornår en person har afgørende indflydelse i den virksomhed, som den pågældende arbejder i, hvis den pågældende eller dennes ægtefælle er indehaver af selskabskapital eller har anden bestemmende indflydelse i selskabet.

#### Ændringer:

Ændret 1/5 2012 ved 2012-04-28-ÆL377 (LF 114 11-12).

**§ 2.** Loven gælder ikke for

- 1) lønmodtagere i statens eller folkekirkenes tjeneste, der er ansat som tjenestemænd,
- 2) lønmodtagere, hvis pension er sikret gennem medlemskab af en pensionsordning,

for hvis forpligtelse staten indestår, og som har ret til ferie med løn efter samme regler som de i nr. 1 nævnte tjenestemænd, og lønmodtagere, der har aftalt andre ferieregler efter lov om visse arbejdsforhold i landbruget m.v.

*Stk. 2.* Lønmodtagere efter stk. 1, nr. 1 og 2, som fratræder, uden at pensionsudbetaling påbegyndes i forbindelse hermed, har ret til feriegodtgørelse efter § 23, stk. 6. Feriegodtgørelsen indbetales og udbetales efter reglerne i kapitel 5.

**§ 2 a.** En hushjælp eller anden medhjælp i en privat husstand, som gennemsnitligt arbejder højst 8 timer om ugen, er alene omfattet af stk. 2-7, § 12, stk. 2 og 3, og § 13. § 47, stk. 1, finder tilsvarende anvendelse for hushjælps arbejdsgiver.

*Stk. 2.* Hushjælpen optjener 2,08 dages betalt ferie for hver måneds ansættelse. Ferien kan afholdes, samtidig med at den optjenes (samtidighedsferie).

*Stk. 3.* Arbejdsgiveren skal med et rimeligt varsel meddele hushjælpen, hvornår ferien skal holdes. Der skal i videst muligt omfang tages hensyn til hushjælps ønske.

*Stk. 4.* Den optjente ferie skal afholdes senest 3 år efter udløbet af den måned, hvori den er optjent.

*Stk. 5.* Hushjælpen får løn under ferie. Hvis hushjælpen ikke arbejder med et fast ugentligt timetal, beregnes lønnen på grundlag af hushjælps sædvanlige løn i de sidste 4 uger før feriens begyndelse.



*Stk 6.* Ved ansættelsesforholdets ophør udbetales tilgodehavende feriepenge direkte til hushjælpen, medmindre der er forløbet mere end 3 år efter udløbet af den måned, hvori de er optjent.

*Stk 7.* Ved overgangen til samtidighedsferie udbetaler arbejdsgiveren eller FerieKonto tilgodehavende feriepenge direkte til hushjælpen.

*Stk 8.* Au pair-personer med opholdstilladelse efter udlændingelovens § 9 j kan holde ferie med løn, efterhånden som ferien optjenes, jf. stk. 9. Ved løn forstås de lømpepenge, som au pair-personen har krav på fra værtsfamilien, og værdien af kost. Ferien skal aftales skriftligt med værtsfamilien.

*Stk 9.* Au pair-personer med opholdstilladelse efter udlændingelovens § 9 j, som udfører huslige opgaver 6 dage om ugen, optjener ret til 2,5 dages betalt ferie for hver måneds ophold med opholdstilladelse hos værtsfamilien. Au pair-personer med opholdstilladelse efter udlændingelovens § 9 j, der udfører huslige opgaver 5 dage om ugen, optjener ret til 2,08 dages betalt ferie for hver måneds ophold med opholdstilladelse hos værtsfamilien. Au pair-personer med opholdstilladelse efter udlændingelovens § 9 j er omfattet af stk. 3 og 6, § 12, stk. 3, og § 13. Au pair-personens værtsfamilie er omfattet af § 47, stk. 5.

*Stk 10.* Personer, som er omfattet af forskerskatteordningen efter kildeskattelovens § 48 E og § 48 F, kan aftale med arbejdsgiveren, at de pågældende alene er omfattet af stk. 2-7, § 12, stk. 2 og 3, og § 13. § 47, stk. 1-3, finder tilsvarende anvendelse for arbejdsgiveren. Direktøren for Styrelsen for Arbejdsmarked og Rekruttering kan tillade, at anden højt kvalificeret udenlandsk arbejdskraft som f.eks. udenlandske ph.d.-studerende og andet videnskabeligt personale efter aftale med arbejdsgiveren omfattes af samme regler.

**Ændringer:**

Ændret 1/7 2015 ved 2015-05-27-ÆL.685 (LF 185 14-15), jf. ikrafttrædelsesbestemmelserne. Indsat 1/5 2012 ved 2012-04-28-ÆL.377 (LF 114 11-12).

**§ 3.** For søfarende udover økonomi- og erhvervsministeren de beføjelser, som ved denne lov er henlagt til direktøren for Styrelsen for Arbejdsmarked og Rekruttering.

*Stk 2.* Økonomi- og erhvervsministeren kan efter høring af de relevante lønmodtager- og arbejdsgiverorganisationer fastsætte andre ferieregler for søfarende.

*Stk 3.* Forsvarsministeren kan fastsætte ferieregler for værnepligtige i forsvaret samt efter høring af de relevante lønmodtagerorganisationer endvidere fastsætte andre ferieregler for kvinder ansat i forsvaret på værnepligtslignende vilkår, konstabelevere og personel af reserven.

*Stk 4.* Forsvarsministeren kan indgå aftaler med de relevante lønmodtagerorganisationer om andre regler for afholdelse af ferie for militære personelgrupper, der ikke er omfattet af stk. 3.

*Stk 5.* Forsvarsministeren kan fastsætte ferieregler for værnepligtige i det statslige regningsberedskab samt efter høring af de relevante lønmodtagerorganisationer endvidere fastsætte andre ferieregler for kvinder ansat på værnepligtslignende vilkår i det statslige regningsberedskab.

**Ændringer:**

Ændret 1/7 2010 ved 2010-06-25-ÆL.702 (LF 204 09-10).

**§ 4.** En lønmodtager kan ikke give afkald på sin ret til ferie, løn under ferie, ferietillæg og feriegodtgørelse efter loven, og loven kan i øvrigt ikke fraviges til gunst for lønmodtageren, medmindre andet fremgår af de øvrige bestemmelser i loven. Aftaler om overdragelse af feriekort og feriekontobeviser er ugyldige, ligesom feriekort og feriekontobeviser ikke kan gøres til genstand for retsforfølgning.

*Stk 2.* Loven er ikke til hinder for videregående rettigheder for en lønmodtager i henhold til andre love og bestemmelser, kollektiv overenskomst, individuel aftale, sædvane m.v.

*Stk 3.* I det omfang lovens bestemmelser indgår i en kollektiv overenskomst, indebærer dette, at fortolkning og brud på disse bestemmelser skal afgøres i det fagretlige system, jf. dog § 44, stk. 3.

**Ændringer:**

Ændret 1/5 2011 ved 2011-04-15-ÆL 320 (LF 108 10-11) og 1/1 2004 ved 2003-12-27-ÆL 1200 (LF 53 03-04).

§ 5. Hvor der efter denne lovs bestemmelser kan ske fravigelse ved kollektiv overenskomst, skal der som aftalepart på lønmodtagerside mindst være tale om en lokal fagforening, som er medlem af en landsdækkende lønmodtagerorganisation.

### Fravigelsesmulighed

§ 6. Det kan ved kollektiv overenskomst aftales at fravige § 2, stk. 2.

### Kapitel 2 Optjening af ferie

§ 7. En lønmodtager optjener ret til 2,08 dages betalt ferie for hver måneds ansættelse i et kalenderår (optjeningsår). For ansættelsesperioder af under 1 måneds varighed optjenes ferien i forhold til ansættelsens længde.

Stk. 2. I følgende perioder optjenes der ikke ret til betalt ferie under ansættelsen:

- 1) Sygdomsperioder, hvor arbejdsgiveren ikke skal betale fuld eller delvis løn, eller for hvilke der ikke optjenes ret til sygeferiegodtgørelse, jf. § 25.
- 2) Barselperioder, andre orlovsperioder eller tjenestefrihedsperioder, hvor arbejdsgiveren ikke skal betale fuld eller delvis løn.

Stk. 3. Der optjenes ikke ret til betalt ferie i perioder, hvor lønmodtageren deltager i strejke eller lockout.

Stk. 4. Der optjenes ikke ret til betalt ferie i perioder, hvor lønmodtageren i henhold til en kollektiv overenskomst eller faglig kutyme er hjemsendt f.eks. på grund af vejrmæssige forhold eller materialemangel, medmindre arbejdsgiveren betaler fuld eller delvis løn.

§ 8. En lønmodtager har ret til 25 dages ferie om året, uanset om der er optjent ret til betalt ferie efter § 7.

Stk. 2. For en lønmodtager, der er omfattet af § 23, og som ikke har optjent ret til betalt ferie hos arbejdsgiveren efter § 7, fradrages 4,8 pct. af månedslønnen pr. dag, lønmodtageren holder ferie.

§ 9. Elever med uddannelsesaftale efter lov om erhvervsuddannelser har ret til betalt ferie i 25 dage i det første og andet hele ferieår, efter at ansættelsesforholdet er begyndt. Arbejdsgiveren betaler løn under ferien, i det omfang eleven ikke har optjent ret til løn under ferie eller feriegodtgørelse.

Stk. 2. Er ansættelsesforholdet begyndt inden 1. juli i et ferieår, har eleven en tilsvarende ret til betalt ferie i 25 dage i dette ferieår.

Stk. 3. Er ansættelsesforholdet begyndt 1. juli eller senere i et ferieår, har eleven, i forbindelse med at virksomheden holder lukket under ferie i tiden mellem 1. oktober og 30. april, ret til 5 dages betalt ferie i dette ferieår.

### Fravigelsesmuligheder og bemyndigelser

§ 10. Det kan ved en kollektiv overenskomst, der fraviger reglen om indbetaling af feriegodtgørelse til FerieKonto, jf. § 28, aftales, at § 7, stk. 1, kan fraviges, således at ferie optjenes i timer. En lønmodtager, der har været ansat et helt optjeningsår, har dog optjent mindst 20 dages ferie.

Stk. 2. Hvis ferie er optjent i timer, skal der ved lønmodtagerens fratreden ske en omregning fra timer til dage.

Stk. 3. § 8, stk. 2, kan fraviges ved kollektiv overenskomst.

§ 11. Direktøren for Styrelsen for Arbejdsmarked og Rekruttering kan fastsætte regler om optjening af ferie ved ansættelse under 1 måned og om optjening af ferie og fradrag i månedslønnen for lønmodtagere, som arbejder mere end 5 dage om ugen. Direktøren for Styrelsen for Arbejds-

marked og Rekruttering kan ligeledes fastsætte regler om optjening af ferie for lønmodtagere, som ikke har en kontrollabel arbejdstid og om ferie efter § 9 for elever, som arbejder mere end 5 dage om ugen.

**Ændringer:**

Ændret 1/7 2010 ved 2010-06-25-ÆL.702 (LF 204 09-10).  
1/1 2004 ved 2003-12-27-ÆL.1200 (LF 53 03-04).

### Kapitel 3 Afholdelse af ferie

**§ 12.** Ferie skal holdes i det år, der går fra 1. maj til 30. april (ferieåret), og som følger efter optjeningsåret.

*Stk. 2.* Ferie holdes med 5 dage om ugen, således at arbejdsfrie dage og vagtdage i turnus indgår i ferien med et forholdsmæssigt antal. Ferien holdes i øvrigt på samme måde, som arbejdet tidsmæssigt er tilrettelagt.

*Stk. 3.* Ferie kan ikke holdes på det ugentlige fridagn, på sønehelligdage, overenskomstsmæssigt eller sædvanemæssigt fastsatte fridage eller erstatningsdage herfor, eller hvis lønmodtageren er afskåret fra at holde ferie, jf. § 38.

**§ 13.** Ferie begynder ved arbejdstids begyndelse den første feriedag og slutter ved arbejdstids ophør den sidste feriedag.

*Stk. 2.* Hvis en lønmodtager er syg, når ferien begynder, har lønmodtageren ikke pligt til at begynde ferien.

*Stk. 3.* En lønmodtager, der har optjent 25 dages ferie, og som bliver syg under ferien, har mod lægelig dokumentation ret til erstatningsferie efter 5 sygedage under ferie i ferieåret. En lønmodtager, der har optjent mindre end 25 dages ferie, har ret til erstatningsferie efter et forholdsmæssigt færre antal sygedage.

*Stk. 4.* Lønmodtageren opnår ret til erstatningsferie fra den dag, hvor lønmodtageren meddeler sygdommen til arbejdsgiveren, medmindre helt særlige omstændigheder gør sig gældende.

*Stk. 5.* Kan erstatningsferie efter stk. 2 og 3 ikke holdes i ferieåret på grund af sygdom, holdes ferien i det efterfølgende ferieår, jf. dog § 38.

*Stk. 6.* Lønmodtageren betaler den lægelige dokumentation, jf. stk. 3.

*Stk. 7.* Hvis en lønmodtager deltager i en strejke eller lockout, når ferien begynder, kan lønmodtageren ikke begynde ferien.

**Ændringer:**

Ændret 1/5 2012 ved 2012-04-28-ÆL.377 (LF 114 11-12), jf. ikrafttrædelsesbestemmelserne.

**§ 14.** Af ferien skal mindst 15 dage gives i sammenhæng (hovedferien). Hovedferien skal holdes i perioden 1. maj til 30. september (ferieperioden). Hvis lønmodtageren har optjent mindre end 15 dages ferie, er hele den optjente ferie hovedferie.

*Stk. 2.* En lønmodtager, der er beskæftiget med udendørs planteavl, skal have mindst 10 dage i sammenhæng i ferieperioden. Herudover skal mindst 5 dage gives i tiden fra den 1. maj til den 31. oktober.

*Stk. 3.* Øvrige feriedage skal også gives i sammenhæng af mindst 5 dages varighed, men kan lægges uden for ferieperioden. Hvis de øvrige feriedage udgør mindre end 5 dage, skal disse dage gives i sammenhæng. Hvor driftsmæssige hensyn gør det ønskeligt, kan de øvrige feriedage dog gives som enkelt dage.

**§ 15.** Arbejdsgiveren fastsætter efter forhandling med lønmodtageren, hvornår ferien skal holdes. Arbejdsgiveren skal under hensyntagen til virksomhedens drift så vidt muligt indestemme lønmodtagerens ønske om, hvornår ferien skal holdes, herunder lønmodtagerens ønske om, at hovedferien holdes i lønmodtagerens barns skolesommerferie.

*Stk. 2.* Arbejdsgiveren skal så tidligt som muligt meddele lønmodtageren, hvornår ferien skal holdes. Arbejdsgiveren skal give meddelelsen senest 3 måneder før hovedferien begynder, og

senest 1 måned før ferien begynder for øvrige feriedage, medmindre særlige omstændigheder hindrer dette.

*Stk 3* Hvis væsentlige, upåregnelige driftsmæssige hensyn gør det nødvendigt, kan arbejdsgiveren ændre tidligere fastsat ferie. Lønmodtageren skal have erstattet et eventuelt økonomisk tab som følge af udskydelsen. Allerede begyndt ferie kan ikke afbrydes.

**§ 16.** En lønmodtager, der er opsagt, kan ikke holde hovedferie i opsigelsesperioden, hvis opsigelsesvarslet er på 3 måneder eller derunder. Dette gælder, uanset hvad der tidligere måtte være fastsat om afholdelse af ferien. Det gælder dog ikke, hvis opsigelsesvarslet er forlænget med antallet af feriedage.

*Stk 2.* Hvis lønmodtageren er fritstillet, anses ferie for holdt, uanset om ferien er fastsat, hvis de i § 15, stk. 2, nævnte perioder og ferien kan rummes inden for fritstillingsperioden. Ferien kan dog ikke anses for holdt, hvis lønmodtageren ikke har haft en arbejdsfri periode svarende til feriens længde efter udløbet af de perioder, der er nævnt i § 15, stk. 2.

*Stk 3.* Stk. 2, 2. pkt., gælder dog ikke,

- 1) hvis lønmodtageren er fritstillet, uden at arbejdsgiveren har adgang til at modregne i lønmodtagerens løn fra en ny arbejdsgiver, eller
- 2) hvis arbejdsgiveren er insolvent og ophørt inden opsigelsesperiodens udløb.

**Ændringer:**

Ændret 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11), jf. ikrafttrædelsesbestemmelserne.

**§ 17.** Hvis en virksomhed holder lukket under ferie, kan en lønmodtager, der ikke er berettiget til optjent ferie i alle de dage, virksomheden holder lukket, ikke i den anledning rejse krav mod arbejdsgiveren.

*Stk 2.* Hvis en virksomhed holder lukket på arbejdsdage mellem jul og nytår, skal arbejdsgiveren, jf. § 15, fastsætte, at lønmodtageren holder ferie i disse dage, hvis lønmodtageren har optjent mere end 15 feriedage. Fastsætter arbejdsgiveren ikke ferien, skal arbejdsgiveren betale lønmodtageren løn for de pågældende dage. Lønnen beregnes på grundlag af lønmodtagerens sædvanlige løn i de sidste 4 uger før jul.

**§ 18.** Optjent ferie efter § 7 skal holdes forud for ikke optjent ferie efter § 8. Overført ferie efter § 19 og ferie efter § 40 skal holdes forud for anden ferie.

**Fravigelsesmuligheder og bemyndigelser**

**§ 19.** En lønmodtager og en arbejdsgiver kan aftale, at optjent ferie ud over 20 dage kan overføres til det følgende ferieår, medmindre andet følger af kollektiv overenskomst.

*Stk 2.* Lønmodtageren og arbejdsgiveren skal skriftligt indgå aftale efter stk. 1 inden den 30. september efter ferieårets udløb.

*Stk 3.* Hvis der er optjent feriegodtgørelse for den overførte ferie, skal arbejdsgiveren inden den 30. september efter ferieårets udløb skriftligt meddele den, der skal udbetale feriegodtgørelsen, at ferien overføres.

*Stk 4.* Hvis en lønmodtager, der har overført ferie, fratræder, inden ferien er holdt, bortfalder retten til efter fratrædelsen at holde mere end 25 dages ferie i ét ferieår. Feriegodtgørelse for feriedage ud over 25 udbetales efter reglerne i § 30, stk. 4.

**Ændringer:**

Ændret 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11), jf. dog ikrafttrædelsesbestemmelserne, og 1/1 2004 ved 2003-12-27-ÆL.1200 (LF 53 03-04), jf. dog ikrafttrædelsesbestemmelserne.

**§ 20.** Det kan ved en kollektiv overenskomst, der fraviger reglen om indbetaling af feriegodtgørelse til FerieKonto, jf. § 28, aftales, at § 12,

stk. 2, kan fraviges, blandt andet således at ferie holdes i timer. En lønmodtager, der har været ansat et helt optjeningsår, har dog mindst ret til at holde 20 dages betalt ferie.

*Stk. 2.* § 13, stk. 7, § 15, stk. 3, og § 17, stk. 2, 3. pkt., kan fraviges ved kollektiv overenskomst.

**Ændringer:**

Ændret 1/5 2012 ved 2012-04-28-ÆL.377 (LF 114 11-12).

**§ 21.** § 14 kan fraviges ved aftale. Mindst 10 feriedage skal dog gives i sammenhæng, for så vidt angår § 14, stk. 1 og 2.

*Stk. 2.* § 15, stk. 2, og § 16, stk. 1, kan fraviges ved aftale.

*Stk. 3.* § 16, stk. 2, 2. pkt., og § 16, stk. 3, nr. 1, kan fraviges ved kollektiv overenskomst.

**Ændringer:**

Ændret 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11).

**§ 22.** Direktøren for Styrelsen for Arbejdsmarked og Rekruttering fastsætter regler om afholdelse af ferie for en lønmodtager, der ikke arbejder 5 dage om ugen, og om afholdelse af ferie for en lønmodtager, der ikke begynder ferien som følge af sygdom eller arbejdsconflikt, jf. § 13, stk. 2 og 7.

**Ændringer:**

Ændret 1/5 2012 ved 2012-04-28-ÆL.377 (LF 114 11-12) og 1/7 2010 ved 2010-06-25-ÆL.702 (LF 204 09-10).

#### **Kapitel 4 Løn under ferie, ferietillæg og feriegodtgørelse**

**§ 23.** En lønmodtager, der er antaget månedsvis eller for længere tid, og som har ret til fuld løn på søgnehelldage og sygedage, får løn under ferie.

*Stk. 2.* Lønnen under ferie er den sædvanlige og fast påregnelige løn på ferietidspunktet. Hertil lægges værdien af eventuelle personalegoder, som lønmodtageren ikke råder over under ferien. En provisionslønnen har under ferien krav på en

kompensation for den provision, der mistes som følge af ferieafholdelsen. Endvidere får lønmodtageren et ferietillæg på 1 pct. af lønnen i optjeningsåret, jf. § 26, stk. 1.

*Stk. 3.* Hvis lønmodtagerens gennemsnitlige arbejdstid eller arbejdsomfang på ferietidspunktet afviger med mere end 20 pct. i forhold til optjeningsårets gennemsnitlige arbejdstid eller arbejdsomfang, reguleres lønnen under ferie forholdsmæssigt.

*Stk. 4.* Ferietillæg udbetales senest samtidig med, at den dertil svarende ferie begynder. Hvis ferietillægget udbetales, før ferien begynder, kan det ikke kræves tilbagebetalt.

*Stk. 5.* En lønmodtager kan for optjeningsårets begyndelse kræve feriegodtgørelse med 12 pct. af lønnen i optjeningsåret i stedet for løn under ferie og ferietillæg, jf. § 26.

*Stk. 6.* En lønmodtager, der fratræder, får feriegodtgørelse, jf. § 24, for det løbende optjeningsår og for den del af de tidligere optjeningsår, som lønmodtageren ikke har holdt ferie for endnu.

**Ændringer:**

Ændret 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11) og 1/1 2004 ved 2003-12-27-ÆL.1200 (LF 53 03-04), jf. dog ikrafttrædelsesbestemmelse.

**§ 24.** En lønmodtager, der ikke er omfattet af § 23, får feriegodtgørelse med 12,5 pct. af lønnen i optjeningsåret.

**Ændringer:**

Ændret 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11).

**§ 25.** En lønmodtager, der ikke har ret til fuld løn under sygdom, og som har fravær på grund af sygdom, optjener sygeferiegodtgørelse fra anden sygefraværsdag under hver periode med sygefravær, jf. dog stk. 3.

*Stk. 2.* Sygeferiegodtgørelsen udgør 12,5 pct. af en løn, der beregnes på grundlag af lønmodtagerens sædvanlige løn i de sidste 4 uger før fraværet. For en lønmodtager, der har ret til delvis

løn under sygdom, udgør sygeferiegodtgørelsen forskellen mellem sygeferiegodtgørelsen efter 1. pkt. og feriegodtgørelsen af den delvise løn.

*Stk. 3.* En lønmodtager, som har været ansat i hele optjeningsåret hos samme arbejdsgiver, har uanset stk. 1 ret til sygeferiegodtgørelse fra første sygefraværsdag, hvis lønmodtageren har haft mere end 52 perioder i optjeningsåret med sygefravær. Har lønmodtageren ikke været ansat i hele optjeningsåret hos samme arbejdsgiver, optjener lønmodtageren ret til ferie med sygeferiegodtgørelse fra første sygefraværsdag efter et forholdsmæssigt færre antal perioder med sygefravær.

**Ændringer:**

Ændret 1/1 2015 ved 2014-12-16-ÆL.1368 (LF 14 14-15), jf. ikrafttrædelsesbestemmelserne.

**§ 26.** Arbejdsgiveren beregner feriegodtgørelse og ferietillæg af ethvert indkomstskattepligtigt lønbeløb og personalegode, for hvilket der ikke indrømmes fradrag i indtægten, og som er vederlag for arbejde under ansættelsen. Værdien af personalegoder beregnes på grundlag af de af Skatterådet fastsatte takster for optjeningsåret.

*Stk. 2.* Arbejdsgiveren beregner desuden feriegodtgørelse og ferietillæg af lønmodtagerens bidrag til

- 1) pensionsordninger m.v., der er omfattet af afsnit I i pensionsbeskatningsloven,
- 2) arbejdsmarkedsbidrag i medfør af lov om arbejdsmarkedsbidrag,
- 3) den særlige pensionsopsparing i henhold til kapitel 5 c i lov om Arbejdsmarkedets Tilægs pension og
- 4) medarbejderinvesteringsselskaber, jf. ligningslovens § 7 N.

*Stk. 3.* Feriegodtgørelse og ferietillæg, som vedrører en lønperiode hen over et årsskifte, anses for optjent i det nye år.

*Stk. 4.* Arbejdsgiveren skal ikke beregne feriegodtgørelse og ferietillæg af feriegodtgørelse, løn under ferie eller ferietillæg.

**Ændringer:**

Ændret 11/12 2014 ved 2014-12-09-ÆL.1286 (LF 10 14-15), 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11), 1/1 2008 ved 2007-10-24-ÆL.1235 (LF 2 07-08), jf. ikrafttrædelsesbestemmelserne, og 1/11 2005 ved 2005-06-06-ÆL.428 (LF 111 04-05), jf. ikrafttrædelsesbestemmelserne.

### Fravigelsesmuligheder

**§ 27.** Det kan ved kollektiv overenskomst aftales, at en lønmodtager får løn under ferie, selv om betingelserne i § 23, stk. 1, ikke er opfyldt, og at en lønmodtager, der er omfattet af § 23, stk. 1, får feriegodtgørelse efter § 24 i stedet for løn under ferie.

*Stk. 2.* § 23, stk. 2, 3, 4 og 5, § 25, stk. 2 og § 26 kan fraviges ved kollektiv overenskomst.

**Ændringer:**

Ændret 1/1 2015 ved 2014-12-16-ÆL.1368 (LF 14 14-15).

### Kapitel 5

#### Indberetning, indbetaling og udbetaling af feriegodtgørelse

**§ 27 a.** Oplysninger om feriegodtgørelse efter § 23, stk. 5 og 6, og §§ 24 og 25 indberettes til indkomstregisteret, jf. dog §§ 30 og 30 a.

**Ændringer:**

Indsat 1/12 2013 ved 2012-04-28-ÆL.377 (LF 114 11-12), jf. 2013-11-28-B.1327.

**§ 28.** Feriegodtgørelse efter § 23, stk. 5 og 6, § 24 og § 25 indbetales til FerieKonto, bortset fra de i §§ 30 og 31 nævnte tilfælde.

*Stk. 2.* Ved forsinket indbetaling af feriegodtgørelse skal alle arbejdsgivere, der indbetaler feriegodtgørelse til FerieKonto, betale renter heraf med 1,5 pct. pr. påbegyndt måned regnet fra forfaldsdatoen.

*Stk. 3.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering kan i særlige tilfælde fravige kravet om betaling af renter efter stk. 2.

**Ændringer:**

Ændret 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11).

**§ 29.** Feriegodtgørelse udbetales senest samtidig med, at den dertil svarende ferie begynder.

*Stk. 2.* Anmodning om udbetaling af feriegodtgørelse skal rettes til FerieKonto, jf. dog §§ 30 og 30 a.

**Ændringer:**

Ændret 1/12 2013 ved 2012-04-28-ÆL.377 (LF 114 11-12), jf. 2013-11-28-B.1327.

**§ 30.** Feriegodtgørelse for tidligere og løbende optjeningsår udbetales til lønmodtageren af arbejdsgiveren, FerieKonto eller den, der i medfør af § 31 administrerer feriegodtgørelsen,

- 1) hvis lønmodtageren forlader arbejdsmarkedet af alders- eller helbredsmaassige årsager, eller
- 2) hvis lønmodtageren fratræder i forbindelse med flytning til udlandet og framelder sig Det Centrale Personregister.

*Stk. 2.* Feriegodtgørelse kan udbetales af arbejdsgiveren til lønmodtageren ved fratræden, hvis beløbet er på 750 kr. eller derunder efter fradrag af skat og arbejdsmarkedsbidrag. Arbejdsgiveren kan ikke udbetale feriegodtgørelse efter denne bestemmelse til samme lønmodtager mere end 2 gange inden for samme optjeningsår.

*Stk. 3.* Feriegodtgørelse for et optjeningsår udbetales til lønmodtageren ved ferieårets begyndelse af FerieKonto eller den, der i medfør af

§ 31 administrerer feriegodtgørelsen, uanset om ferie holdes, når beløbet er 1.500 kr. eller derunder efter fradrag af skat og arbejdsmarkedsbidrag.

*Stk. 4.* Hvis lønmodtageren fratræder, inden overført ferie efter § 19 eller ferie efter § 40 er holdt, udbetales feriegodtgørelsen for feriedage ud over 25 i forbindelse med fratræden af arbejdsgiveren, FerieKonto eller den, der i medfør af § 31 administrerer feriegodtgørelsen.

*Stk. 5.* Ved lønmodtagerens død udbetales feriegodtgørelsen for tidligere og løbende optjeningsår til boet af arbejdsgiveren, FerieKonto eller den, der i medfør af § 31 administrerer feriegodtgørelsen.

*Stk. 6.* Retten til udbetaling af feriegodtgørelse efter stk. 1 fortabes, hvis lønmodtageren ikke, senest 6 måneder efter at betingelserne i stk. 1 er opfyldt, anmoder arbejdsgiveren, FerieKonto eller den, der i medfør af § 36, stk. 2, administrerer feriegodtgørelsen, om at udbetale feriepengene. Styrelsen for Arbejdsmarked og Rekruttering kan dog efter ansøgning i helt særlige tilfælde dispensere fra denne frist.

**Ændringer:**

Ændret 1/5 2012 ved 2012-04-28-ÆL.377 (LF 114 11-12), 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11) og 1/7 2010 ved 2010-06-25-ÆL.702 (LF 204 09-10), jf. ikrafttrædelsesbestemmelse.

### Fravigelsesmuligheder og bemyndigelser

**§ 30 a.** Inden for de områder, hvor der er indgået en kollektiv overenskomst, jf. § 31, kan direktøren for Styrelsen for Arbejdsmarked og Rekruttering fastsætte regler om, at § 27 a og § 29, stk. 2, kan fraviges, hvis oplysninger om feriegodtgørelse kan indberettes digitalt til FerieKonto.

**Ændringer:**

Indsat og overskrift ændret 1/5 2012 ved 2012-04-28-ÆL.377 (LF 114 11-12).

**§ 31.** Det kan ved kollektiv overenskomst aftales at fravige § 28. Det er en betingelse, at der stilles garanti for feriegodtgørelsen på mindst et års feriegodtgørelse pr. lønmodtager efter fradrag af skat og arbejdsmarkedsbidrag.

**Ændringer:**

Ændret 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11) og 1/7 2010 ved 2010-06-25-ÆL.702 (LF 204 09-10).

**§ 32.** Direktøren for Styrelsen for Arbejdsmarked og Rekruttering varetager administrationen af FerieKonto med teknisk administrativ bistand og finansiell rådgivning fra Arbejdsmarkedets Tillægspension.

*Stk. 2.* Udgifterne til administrationen af FerieKonto dækkes af renterne af de til FerieKonto indbetalte beløb, jf. § 28, stk. 1, og af renterne af for sent indbetalt feriegodtgørelse, jf. § 28, stk. 2. Af renteaftkastet af FerieKonto i 2012, 2013, 2014 og 2015 tilfalder op til 100 mio. kr. statskassen. Direktøren for Styrelsen for Arbejdsmarked og Rekruttering kan fastsætte nærmere regler om overførsel af renteaftkastet til statskassen. Det resterende renteaftkast tilfalder Arbejdsmarkedets Feriefond.

*Stk. 3.* I det omfang renterne, jf. stk. 2, ikke dækker udgifterne til administrationen af FerieKonto, skal uhævet feriegodtgørelse hos FerieKonto efter § 36, stk. 1, dække den resterende del af udgifterne til administrationen.

**Ændringer:**

Ændret 1/5 2012 ved 2012-04-28-ÆL.377 (LF 114 11-12), 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11), 1/7 2010 ved 2010-06-25-ÆL.702 (LF 204 09-10), 1/7 2008 ved 2008-06-17-ÆL.480 (LF 146 07-08), 1/1 2005 ved 2004-12-22-ÆL.1420 (LF 108 04-05), 1/1 2004 ved 2003-12-27-ÆL.1202 (LF 76 03-04), 1/1 2003 ved 2002-12-17-ÆL.1039 (LF 64 02-03) og 22/3 2002 ved 2002-03-20-ÆL.133 (LF 67 01-02), jf. ikrafttrædelsesbestemmelserne.

**§ 33.** Direktøren for Styrelsen for Arbejdsmarked og Rekruttering fastsætter efter forhandling med skatteministeren regler om indberetning af oplysninger om ferie til indkomstregisteret, jf. lov om et indkomstregister.

*Stk. 2.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering fastsætter regler om indbetaling af feriegodtgørelse, jf. § 28, herunder om forfaldsdato.

*Stk. 3.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering fastsætter regler om udbetaling af feriegodtgørelse, i forbindelse med at ferien holdes, jf. § 29, herunder om udbetaling fra en ferieortordning omfattet af § 31, og om udbetaling, hvis optjening og afholdelse af ferie sker i timer, jf. § 10, stk. 1, og § 20, stk. 1.

*Stk. 4.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering fastsætter regler om, hvornår arbejdsgiveren, FerieKonto eller den, der i medfør af § 31 administrerer feriegodtgørelse, kan udbetale feriegodtgørelse for tidligere og løbende optjeningsår, jf. § 30, stk. 1.

*Stk. 5.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering fastsætter regler om arbejdsgiverens udbetaling af feriegodtgørelse efter § 30, stk. 2. Direktøren for Styrelsen for Arbejdsmarked og Rekruttering kan regulere beløbet efter § 30, stk. 2 og 3.

*Stk. 6.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering fastsætter regler om udbetaling af feriegodtgørelse efter § 30, stk. 4, for en lønmodtager, som arbejder mere end 5 dage om ugen.

**Ændringer:**

Ændret 1/5 2012 ved 2012-04-28-ÆL.377 (LF 114 11-12), 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11) og 1/7 2010 ved 2010-06-25-ÆL.702 (LF 204 09-10).

**§ 34.** Direktøren for Styrelsen for Arbejdsmarked og Rekruttering fastsætter hvert år inden den 1. december fordelingen af renteindtægterne efter § 32, stk. 2, for det kommende kalenderår. Fastsættelsen sker på grundlag af et budget for FerieKonto.



**Ændringer:**

Ændret 1/7 2010 ved 2010-06-25-ÆL.702 (LF 204 09-10).

**Kapitel 5 a**  
**Udbetaling af feriegodtgørelse, løn under ferie**  
**eller ferietillæg ved ferieårets udløb**

**§ 34 a.** Ved ferieårets udløb udbetales feriegodtgørelse til lønmodtageren af den, der i medfør af § 31 administrerer feriegodtgørelsen, hvis beløbet er på 2.250 kr. eller derunder efter fradrag af skat og arbejdsmarkedsbidrag. Hvis lønmodtageren har været ansat uafbrudt hos samme arbejdsgiver fra et tidspunkt i optjeningsåret til ferieårets udløb, udbetales feriegodtgørelse vedrørende dette ansættelsesforhold kun, hvis beløbet vedrører ferie ud over 20 dage.

*Stk. 2.* Ved ferieårets udløb udbetaler FerieKonto feriegodtgørelse til lønmodtageren, hvis beløbet er på 2.250 kr. eller derunder efter fradrag af skat og arbejdsmarkedsbidrag. Hvis feriegodtgørelsen vedrører et ansættelsesforhold, der har været uafbrudt fra et tidspunkt i optjeningsåret til ferieårets udløb, og beløbet ikke vedrører ferie ud over 20 dage eller ferie, som er holdt, kan beløbet kræves tilbagebetalt, jf. § 37, stk. 2.

*Stk. 3.* Ved ferieårets udløb udbetaler arbejdsgiveren løn under ferie og eventuelt ferietillæg til lønmodtageren, hvis beløbet er på 2.250 kr. eller derunder efter fradrag af skat og arbejdsmarkedsbidrag, og hvis beløbet vedrører ferie ud over 20 dage.

**Ændringer:**

Ændret 1/5 2012 ved 2012-04-28-ÆL.377 (LF 114 11-12).  
Indsat sammen med kapitel 5 a 1/1 2004 ved 2003-12-27-ÆL.1200 (LF 53 03-04), jf. dog ikrafttrædelsesbestemmelserne.

**§ 34 b.** Feriegodtgørelse, der ikke er hævet af lønmodtageren inden udløbet af ferieåret, og som er optjent i et ansættelsesforhold, der er ophørt senest ved udløbet af ferieåret, udbetales efter anmodning til lønmodtageren af FerieKonto eller den, der i medfør af § 31 administrerer feriegodtgørelsen, jf. dog stk. 3. Det er en betingelse, at

lønmodtageren skriftligt erklærer, at ansættelsesforholdet er ophørt. Udbetaling efter stk. 2 hindrer ikke udbetaling efter denne bestemmelse.

*Stk. 2.* Feriegodtgørelse, der ikke er hævet af lønmodtageren inden udløbet af ferieåret, eller løn under ferie eller ferietillæg, der ikke er udbetalt til lønmodtageren inden udløbet af ferieåret, og som vedrører optjent ferie for beskæftigelse ud over 9½ måneds samlet varighed i et optjeningsår, og som ikke er aftalt overført efter §§ 19 eller 40, udbetales efter anmodning til lønmodtageren af arbejdsgiveren, FerieKonto eller den, der i medfør af § 31 administrerer feriegodtgørelsen, jf. dog stk. 3. Det er en betingelse, at lønmodtageren skriftligt erklærer, at beløbet vedrører optjent ferie for beskæftigelse ud over 9½ måneds samlet varighed i et optjeningsår, som ikke er aftalt overført efter §§ 19 eller 40. Udbetaling efter stk. 1 hindrer ikke udbetaling efter denne bestemmelse.

*Stk. 3.* Har lønmodtageren modtaget arbejdsløshedsdagpenge, særlig uddannelsesydelse, midlertidig arbejdsmarkedsydelse, kontantydelse, ressourceforløbsydelse, uddannelseshjælp, integrationsydelse, efterløn, fleksydelse, ledighedsydelse eller kontanthjælp i ferieåret, kan udbetaling af feriepenge efter stk. 1 og 2 kun ske efter direktøren for Styrelsen for Arbejdsmarked og Rekrutterings forudgående godkendelse. Antallet af dage med de nævnte ydelser skal trækkes fra det antal dage, de uhævede feriepenge svarer til. Hvis der resterer et antal feriedage, meddeler direktøren for Styrelsen for Arbejdsmarked og Rekruttering arbejdsgiveren, FerieKonto eller den, der i medfør af § 31 administrerer feriegodtgørelsen, for hvor mange dage der kan udbetales til lønmodtageren.

*Stk. 4.* Muligheden for udbetaling efter stk. 1 og 2 fortabes, hvis lønmodtageren ikke senest den 30. september efter ferieårets udløb skriftligt anmoder arbejdsgiveren, FerieKonto eller den, der i medfør af § 31 administrerer feriegodtgørelsen, om udbetaling efter disse regler. Muligheden for udbetaling efter godkendelse, jf. stk. 3, fortabes, hvis lønmodtageren ikke senest den 30.

september efter ferieårets udløb skriftligt anmoder direktøren for Styrelsen for Arbejdsmarked og Rekruttering om udbetaling efter disse regler.

**Ændringer:**

Ændret 1/1 2016 ved 2015-12-29-ÆL.1868 (LF 55 15-16), 1/9 2015 ved 2015-08-30-ÆL.1000 (LF 2 14-15, 2. samling), 1/3 2015 ved 2015-02-24-ÆL.174 (LF 111 14-15), 1/1 2015 ved 2014-12-16-ÆL.1368 (LF 14 14-15), 1/7 2013 ved 2013-06-28-ÆL.790 (LF 228 12-13), jf. ikrafttrædelsesbestemmelserne, 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11) og 1/7 2010 ved 2010-06-25-ÆL.702 (LF 204 09-10). Indsat 1/1 2004 ved 2003-12-27-ÆL.1200 (LF 53 03-04), jf. dog ikrafttrædelsesbestemmelserne.

### Bemyndigelser

**§ 34 c.** Direktøren for Styrelsen for Arbejdsmarked og Rekruttering kan fastsætte regler om information, fremgangsmåde og udbetaling af feriegodtgørelse, løn under ferie eller ferietillæg efter §§ 34 a og 34 b, herunder for en lønmodtager, der arbejder mere end 5 dage om ugen.

*Stk. 2.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering kan regulere beløbet efter § 34 a.

**Ændringer:**

Ændret 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11) og 1/7 2010 ved 2010-06-25-ÆL.702 (LF 204 09-10). Indsat sammen med overskrift 1/1 2004 ved 2003-12-27-ÆL.1200 (LF 53 03-04), jf. dog ikrafttrædelsesbestemmelserne.

### Kapitel 6 Forældelse og modregning

**§ 35.** Hvis feriegodtgørelse, løn under ferie eller ferietillæg er indbetalt til enten Arbejdsmarkedets Feriefond eller til en privat feriefond, jf. § 36, stk. 2, og ferien er holdt i ferieåret, forældes kravet på feriegodtgørelse, løn under ferie eller ferietillæg, hvis lønmodtageren ikke inden 3 år efter ferieårets udløb retter henvendelse til fonden. Hvis lønmodtageren ikke har holdt ferien, skal henvendelse ske til direktøren for Styrelsen for Arbejdsmarked og Rekruttering inden 3 år efter ferieårets udløb.

*Stk. 2.* Hvis feriegodtgørelse, løn under ferie eller ferietillæg ikke er indbetalt til Arbejdsmarkedets Feriefond eller en privat feriefond, forældes kravet på feriegodtgørelse, løn under ferie eller ferietillæg, hvis lønmodtageren ikke inden 3 år efter ferieårets udløb søger kravet gennemført ved retssag, fagretlig behandling, politianmeldelse, indgivelse af konkursbegæring eller ved at rette skriftlig henvendelse til direktøren for Styrelsen for Arbejdsmarked og Rekruttering. Efterkommes kravet ikke, skal kravet søges gennemført ved en af de i 1. pkt. øvrige fremgangsmåder uden ugrundet ophold.

**Ændringer:**

Ændret 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11), jf. dog ikrafttrædelsesbestemmelserne, 1/7 2010 ved 2010-06-25-ÆL.702 (LF 204 09-10), 1/1 2004 ved 2003-12-27-ÆL.1200 (LF 53 03-04), jf. dog ikrafttrædelsesbestemmelserne.

**§ 36.** Feriegodtgørelse, der ikke er hævet af lønmodtageren inden udløbet af ferieåret, eller løn under ferie eller ferietillæg, der ikke er udbetalt til lønmodtageren inden udløbet af ferieåret, og som ikke udbetales efter §§ 34 a eller 34 b, tilfalder statskassen og Arbejdsmarkedets Feriefond, jf. dog §§ 19 og 40.

*Stk. 2.* Inden for områder, hvor der er indgået en kollektiv overenskomst, jf. § 31, kan direktøren for Styrelsen for Arbejdsmarked og Rekruttering tillade, at den andel af uhævede eller ikke udbetalte beløb, der efter stk. 1 skal tilfalde Arbejdsmarkedets Feriefond, i stedet anvendes til andet ferieformål. Direktøren for Styrelsen for Arbejdsmarked og Rekruttering kan fastsætte regler for og føre tilsyn med anvendelsen af sådanne midler.

*Stk. 3.* Arbejdsgiveren eller den, der i medfør af § 31 administrerer feriegodtgørelsen, skal senest den 15. november efter ferieårets udløb afregne beløb omfattet af stk. 1 til Arbejdsmarkedets Feriefond eller til et andet ferieformål, jf. stk. 2.

*Stk. 4.* Ved forsinket indbetaling af uhævede feriepenge efter stk. 3 skal arbejdsgiveren eller den, der i medfør af § 31 administrerer feriegodtgørelsen, betale renter heraf med 1,5 pct. pr. påbegyndt måned regnet fra forfaldsdagen til Arbejdsmarkedets Feriefond eller til andet feriemål, jf. stk. 2.

**Ændringer:**

Ændret 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11), 1/7 2010 ved 2010-06-25-ÆL.702 (LF 204 09-10) og 1/1 2004 ved 2003-12-27-ÆL.1200 (LF 53 03-04), jf. dog ikrafttrædelsesbestemmelserne.

**§ 37.** Hvis en lønmodtager arbejder mod vederlag under ferien, kan direktøren for Styrelsen for Arbejdsmarked og Rekruttering kræve, at den dertil svarende feriegodtgørelse, løn under ferie eller ferietillæg indbetales til Arbejdsmarkedets Feriefond.

*Stk. 2.* Hvis en lønmodtager med urette har fået udbetalt feriegodtgørelse, løn under ferie eller ferietillæg efter §§ 34 a eller 34 b, kan direktøren for Styrelsen for Arbejdsmarked og Rekruttering kræve, at den dertil svarende feriegodtgørelse, løn under ferie eller ferietillæg indbetales til Arbejdsmarkedets Feriefond.

**Ændringer:**

Ændret 1/7 2010 ved 2010-06-25-ÆL.702 (LF 204 09-10) og 1/1 2004 ved 2003-12-27-ÆL.1200 (LF 53 03-04), jf. dog ikrafttrædelsesbestemmelserne.

**§ 38.** Hvis en lønmodtager på grund af særlige forhold er afskåret fra at holde ferien inden ferieperiodens eller ferieårets udløb, udbetales feriegodtgørelse, løn under ferie eller ferietillæg til lønmodtageren.

**Ændringer:**

Ændret 1/1 2004 ved 2003-12-27-ÆL.1200 (LF 53 03-04), jf. dog ikrafttrædelsesbestemmelserne.

**§ 39.** Arbejdsgiveren kan modregne i en lønmodtagers krav på løn under ferie, ferietillæg eller feriegodtgørelse, hvis

- 1) lønmodtageren har begået et retsstridigt forhold i ansættelsesforholdet, som har medført et forfaldent modkrav fra arbejdsgiverens side, hvis arbejdsgiveren kan dokumentere dette modkravs størrelse, og
- 2) lønmodtageren har erkendt det retsstridige forhold, eller det retsstridige forhold er fastslået ved en retsafgørelse.

*Stk. 2.* Hvis arbejdsgiveren har anlagt civilt søgsmål, indledt fagretlig behandling eller anmeldt lønmodtageren til politiet, eller hvis lønmodtageren er sigtet for forholdet, kan arbejdsgiveren holde et beløb svarende til modkravet tilbage, til sagen er afgjort.

**Fravigelsesmuligheder og bemyndigelser**

**§ 40.** Det kan ved kollektivt overenskomst aftales, at ferie omfattet af § 38, i stedet holdes i det følgende ferieår, jf. dog § 13, stk. 5. Reglerne i § 19, stk. 2-4, og § 30, stk. 4, finder tilsvarende anvendelse.

**Ændringer:**

Ændret 1/5 2012 ved 2012-04-28-ÆL.377 (LF 114 11-12) og 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11).

**§ 41.** Direktøren for Styrelsen for Arbejdsmarked og Rekruttering fastsætter regler om, hvornår en lønmodtager på grund af særlige forhold er afskåret fra at holde ferie, jf. § 38.

*Stk. 2.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering fastsætter regler om udbetaling af feriegodtgørelse, løn under ferie eller ferietillæg, der er omfattet af §§ 36 og 38.

**Ændringer:**

Ændret 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11), 1/7 2010 ved 2010-06-25-ÆL.702 (LF 204 09-10) og 1/1 2004 ved 2003-12-27-ÆL.1200 (LF 53 03-04), jf. dog ikrafttrædelsesbestemmelserne.

**§ 42.** Direktøren for Styrelsen for Arbejdsmarked og Rekruttering fastsætter inden den 1. september 2005 og derefter hvert tredje år inden 1. september, hvor stor en del af de i § 36 nævnte beløb der tilfalder statskassen.

*Stk. 2.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering fastsætter regler om indbetaling af statskassens andel af de beløb, der er nævnt i § 36, herunder om betaling af renter ved forsinket indbetaling. Direktøren for Styrelsen for Arbejdsmarked og Rekruttering fastsætter desuden regler om udbetaling af statskassens andel af udbetalinger efter § 41, stk. 2.

**Ændringer:**

Ændret 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11), 1/7 2010 ved 2010-06-25-ÆL.702 (LF 204 09-10) og 1/1 2004 ved 2003-12-27-ÆL.1200 (LF 53 03-04).

**§ 42 a.** Arbejdsmarkedets Feriefond overfører i alt 40 mio. kr. årligt til statskassen i 2014, 2015 og 2016. Beløbet består af uhævede feriepenge for hvert af optjeningsårene 2012, 2013 og 2014 og eventuelt afkast af fondens kapital.

*Stk. 2.* Arbejdsmarkedets Feriefond overfører 200 mio. kr. til statskassen i 2014.

*Stk. 3.* Arbejdsmarkedets Feriefond skal i videst muligt omfang imødekomme ansøgninger til ferieformål for vanskeligt stillede familier og børn.

*Stk. 4.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering fastsætter nærmere regler om overførsel af beløb efter stk. 1 og 2 til statskassen.

**Ændringer:**

Ændret 1/6 2014 ved 2014-05-26-ÆL.512 (LF 159 13-14). Indsat 1/7 2013 ved 2013-06-28-ÆL.790 (LF 228 12-13), jf. ikrafttrædelsesbestemmelserne.

## Kapitel 7

### Kontrol med indbetaling af uhævede feriepenge, indhentning og videregivelse af oplysninger, dokumentation og digital kommunikation

**§ 43.** FerieKonto og direktøren for Styrelsen for Arbejdsmarked og Rekruttering kan indhente oplysninger til brug for administrationen af denne lov fra lønmodtagere og arbejdsgivere og disses organisationer, andre offentlige myndigheder, arbejdsløsheds-kasser, Lønmodtagernes Garantifond, Arbejdsmarkedets Tillægspension, den, der administrerer beløb omfattet af § 36, stk. 2, og Arbejdsmarkedets Feriefond, herunder i elektronisk form,

- 1) om, hvilke personer der har været ansat hos en arbejdsgiver,
- 2) om, hos hvilke arbejdsgivere en person har været ansat,
- 3) om, i hvilke perioder en person har holdt ferie,
- 4) om, hvornår en person er ophørt hos en arbejdsgiver,
- 5) om, i hvilken periode og i hvilket omfang en person har været beskæftiget,
- 6) om, hvilken løn der er udbetalt til en person,
- 7) om, hvilke offentlige ydelser der er udbetalt til en person,
- 8) om feriegodtgørelse, der ikke er hævet, eller løn under ferie eller ferietillæg, der ikke er udbetalt, herunder udbetalinger efter §§ 34 a eller 34 b,
- 9) om meddelelser af betydning for opkrævning og kontrol med indbetaling til FerieKonto,
- 10) om meddelelser af betydning for kontrol med udbetaling af feriegodtgørelse, løn under ferie og ferietillæg, jf. §§ 34 a eller 34 b, herunder personers skriftlige erklæringer, og

- 11) om regnskabsoplysninger m.v. af betydning for kontrol med den, der administrerer beløb omfattet af § 36, stk. 2.

*Stk. 2.* Oplysningerne efter stk. 1 kan desuden bruges med henblik på fastsættelse af statskassens andel af beløbene efter § 36 og med henblik på registersamkøring i kontroløjemed.

*Stk. 3.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering fastsætter regler om indhentning og opbevaring af oplysninger efter denne bestemmelse, herunder om terminaladgang til oplysninger i indkomstregisteret, jf. § 7 i lov om et indkomstregister.

*Stk. 4.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering kan til brug for administrationen af denne lov få terminaladgang til oplysninger i indkomstregisteret, jf. lov om et indkomstregister § 7.

*Stk. 5.* Stk. 4 omfatter alle oplysninger om indkomst, løn- og ansættelsesperiode og ferie m.v. til brug for opkrævnings-, indbetalings-, udbetalings- og kontrolopgaver, herunder oplysninger om identiteten af henholdsvis arbejdsgiver og lønmodtager. Der kan ske samkøring og sammenstilling af oplysninger for at kontrollere, at indberetning og indbetaling af feriegodtgørelse fra arbejdsgiverne samt udbetaling af feriegodtgørelse til lønmodtagerne sker i henhold til loven og regler, der er udstedt i medfør af loven.

**Ændringer:**

Ændret 1/5 2012 ved 2012-04-28-ÆL.377 (LF 114 11-12). Ændret sammen med kapiteloverskrift 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11), 1/7 2010 ved 2010-06-25-ÆL.702 (LF 204 09-10), 1/6 2006 ved 2006-05-08-ÆL.404 (LF 120 05-06) og 1/1 2004 ved 2003-12-27-ÆL.1200 (LF 53 03-04).

**§ 43 a.** Direktøren for Styrelsen for Arbejdsmarked og Rekruttering kan fastsætte regler om muligheden for digital kommunikation mellem lønmodtagere, arbejdsgivere, dem, der i medfør af § 31 administrerer feriegodtgørelse, FerieKonto, Arbejdsmarkedets Feriefond, dem, der admi-

nistrerer beløb omfattet af § 36, stk. 2, Styrelsen for Arbejdsmarked og Rekruttering og Ankestyrelsens Beskæftigelsesudvalg.

**Ændringer:**

Ændret 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11), 1/7 2010 ved 2010-06-25-ÆL.702 (LF 204 09-10) og 1/8 2009 ved 2009-06-12-ÆL.482 (LF 184 08-09), jf. ikrafttrædelsesbestemmelserne. Indsat 1/1 2005 ved 2003-12-27-ÆL.1200 (LF 53 03-04).

**§ 43 b.** Arbejdsmarkedets Feriefond pålægger årligt op til 150 tilfældigt udvalgte virksomheder, som afregner uhævet feriegodtgørelse, ferie med løn og ferietillæg til fonden, indenfor en rimelig frist at indsende revisorerklæring eller dokumentation for korrekt afregning til fonden.

*Stk. 2.* Sædvanlige udgifter til revisorerklæring efter stk. 1 afholdes af Arbejdsmarkedets Feriefond.

*Stk. 3.* Virksomheder, som afregner uhævet feriegodtgørelse, løn under ferie og ferietillæg til en privat feriefond, jf. § 36, stk. 2, skal årligt indsende revisorerklæring for korrekt afregning til fonden. Ved indsendelse af revisorerklæring anvendes en blanket, som direktøren for Styrelsen for Arbejdsmarked og Rekruttering har udfærdiget.

**Ændringer:**

Indsat 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11), jf. dog ikrafttrædelsesbestemmelserne.

**§ 43 c.** FerieKonto kan til brug for administration og kontrol elektronisk videregive oplysninger til anerkendte arbejdsløshedskasser, Udbetaling Danmark og kommunale og statslige myndigheder om optjente feriedage, optjent feriegodtgørelse, tidspunktet for afholdelsen af ferie samt udbetalinger af feriepenge.

*Stk. 2.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering kan fastsætte regler om videregivelse af oplysninger efter stk. 1, herunder om videregivelse af oplysninger i elektronisk form.

*Stk. 3.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering kan fastsætte regler om arbejdsløhedskassernes, Udbetaling Danmarks samt kommunale og statslige myndigheders betaling for:

- 1) Feriekontos udviklingsomkostninger til it-systemer, der kan videregive oplysninger efter stk. 1.
- 2) Adgang til oplysninger fra FerieKonto efter stk. 1, herunder drifts- og vedligeholdelsesomkostninger til it-systemer.

**Ændringer:**

Ændret 1/7 2014 ved 2014-06-25-ÆL.720 (LF 194 13-14), 1/10 2012 ved 2012-04-11-ÆL.326 (LF 87 11-12). Indsat 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11), jf. dog ikrafttrædelsesbestemmelserne.

**§ 43 d.** FerieKonto kan i indkomstregisteret indhente oplysninger om feriegodtgørelse. I de tilfælde, hvor § 27 a og § 29, stk. 2, jf. § 30 a, er fraveget, kan direktøren for Styrelsen for Arbejdsmarked og Rekruttering fastsætte regler om, at oplysninger vedrørende feriegodtgørelse løbende skal indberettes til FerieKonto.

*Stk. 2.* FerieKonto kan for den enkelte lønmodtager elektronisk vise oplysninger om feriegodtgørelse og behandle anmodning om udbetaling.

*Stk. 3.* For de arbejdsgivere, der ikke indbetaler feriegodtgørelse til FerieKonto, kan direktøren for Styrelsen for Arbejdsmarked og Rekruttering fastsætte regler om arbejdsgivernes betaling for FerieKontos administration efter stk. 1 og 2.

**Ændringer:**

Indsat 1/5 2012 ved 2012-04-28-ÆL.377 (LF 114 11-12).

**§ 43 e.** Opkrævning af arbejdsgivernes betaling for FerieKontos administration efter regler fastsat i medfør af § 43 d, stk. 3, jf. § 43 d, stk. 1 og

2, kan indgå i en fælles opkrævning fra Arbejdsmarkedets Tillægspension. Betalingen opkræves sammen med de bidrag, som Arbejdsmarkedets Tillægspension i henhold til lov opkræver fra arbejdsgiverne. Restancer for betaling kan indgå i den fælles opkrævning.

*Stk. 2.* Opkrævning efter stk. 1 gælder alene for de arbejdsgivere, der indberetter oplysninger om feriegodtgørelse til indkomstregisteret, og som ikke indbetaler feriegodtgørelsen til FerieKonto.

*Stk. 3.* Fraviges § 27 a, jf. § 30 a, skal der ikke ske opkrævning efter stk. 1.

*Stk. 4.* Sker indbetaling ikke rettidigt, pålægges arbejdsgiveren at betale renter af kravet med 1,5 pct. for hver påbegyndt måned fra forfaldsdatoen.

*Stk. 5.* Arbejdsmarkedets Tillægspension har udpantningsret for betalingsrestancer til en fælles opkrævning, jf. stk. 1. Dette gælder også for renter og ekspeditionsgebyrer.

*Stk. 6.* Til brug for beregning, opkrævning og behandling af betalinger som led i en fælles opkrævning, jf. stk. 1, kan FerieKonto i nødvendigt omfang videregive oplysninger til Arbejdsmarkedets Tillægspension. Denne videregivelse kan ske i elektronisk form.

*Stk. 7.* Afgørelser, der er truffet af Arbejdsmarkedets Tillægspension om opkrævning og indbetaling af beløb m.v., der indgår i fællesopkrævningen efter stk. 1, kan inden for en frist på 4 uger fra den dag, hvor afgørelsen er meddelt, indbringes for det af Arbejdsmarkedets Tillægspensions nedsatte ankenævn i henhold til § 28 i lov om Arbejdsmarkedets Tillægspension.

*Stk. 8.* Beskæftigelsesministeren kan efter indstilling fra Arbejdsmarkedets Tillægspension fastsætte nærmere regler om opkrævning af betalingen efter stk. 1, herunder regler om, at Arbejdsmarkedets Tillægspension kan give henstand og eftergive betaling af renter heraf m.v.

**Ændringer:**

Indsat 1/1 2015 ved 2014-12-16-ÆL.1368 (LF 14 14-15).

## **Kapitel 8**

### **Kompetence og klageadgang**

**§ 44.** Direktøren for Styrelsen for Arbejdsmarked og Rekruttering træffer afgørelse i tvister mellem en lønmodtager og en arbejdsgiver om ret til ferie, feriegodtgørelse og ferie med løn eller ferietillæg, medmindre forholdet er reguleret ved kollektiv overenskomst.

*Stk. 2.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering kan afvise at træffe afgørelse i tvister,

- 1) som er ressourcekrævende eller kræver egentlig bevisførelse,
- 2) hvor feriepengekravet kun er en del af en større helhed, eller
- 3) som er genstand for forligsforhandling mellem parterne.

*Stk. 3.* Afgørelser efter stk. 4-10 skal, uanset om forholdet er reguleret ved kollektiv overenskomst, jf. stk. 1 og § 4, stk. 3, træffes af direktøren for Styrelsen for Arbejdsmarked og Rekruttering.

*Stk. 4.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering træffer på foranledning af en anden offentlig myndighed eller anerkendt arbejdsledningskasse, eller hvis særlige hensyn tilsiger det, afgørelse om en lønmodtagers ret til ferie efter § 7.

*Stk. 5.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering træffer afgørelse om, hvorvidt en lønmodtager, der er forhindret i at holde ferie, jf. § 38, kan få udbetalt feriegodtgørelse, ferie med løn eller ferietillæg, når beløbet er tilfaldet Arbejdsmarkedets Feriefond eller til et andet ferieformål, jf. § 36, stk. 2.

*Stk. 6.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering træffer afgørelse i tvister om betaling af morarenter, jf. § 28, stk. 2, § 36, stk. 4, og § 42, stk. 2.

*Stk. 7.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering træffer afgørelse i tvister om forældelse efter § 35 og indbetaling af beløb,

der i medfør af § 36 tilfalder statskassen eller Arbejdsmarkedets Feriefond eller et andet ferieformål, jf. § 36, stk. 2.

*Stk. 8.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering træffer afgørelse om udbetaling af beløb efter § 34 b, stk. 3, eller beløb, der i medfør af § 36 er tilfaldet statskassen eller Arbejdsmarkedets Feriefond eller et andet ferieformål, jf. § 36, stk. 2. Arbejdsmarkedets Feriefond eller en privat feriefond, jf. § 36, stk. 2, kan dog udbetale uahævede feriepenge, hvis ferien er holdt i ferieåret, jf. dog § 35, stk. 1. Fonden skal tilbageføre feriepenge til en arbejdsgiver, hvis arbejdsgiveren godtgør, at feriepengene er indbetalt til fonden ved en fejl. Ved tvister mellem fonden og lønmodtageren eller fonden og arbejdsgiveren træffer direktøren for Styrelsen for Arbejdsmarked og Rekruttering afgørelse om udbetalingen.

*Stk. 9.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering træffer afgørelse om indbetaling af feriegodtgørelse, løn under ferie eller ferietillæg til Arbejdsmarkedets Feriefond, jf. § 37.

*Stk. 10.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering kan træffe afgørelse om administrationen af de beløb, der anvendes til andet ferieformål, jf. § 36, stk. 2, samt om afregning af disse beløb til Arbejdsmarkedets Feriefond i de tilfælde, hvor direktøren for Styrelsen for Arbejdsmarked og Rekruttering ikke kan fore betryggende kontrol med, at feriefondens midler anvendes i overensstemmelse med formålet.

*Stk. 11.* Direktøren for Styrelsen for Arbejdsmarked og Rekruttering kan delegerede afgørelseskompetence, som tilkommer direktøren efter stk. 1-10, til FerieKonto. Direktøren for Styrelsen for Arbejdsmarked og Rekruttering kan også delegerede andre opgaver som f.eks. tilsyn med andre feriefonde end Arbejdsmarkedets Feriefond og administration af den dansk-tyske ferieaftale til FerieKonto.

#### **Ændringer:**

Ændret 1/5 2012 ved 2012-04-28-ÆL.377 (LF 114 11-12),  
1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11), 1/7 2010  
ved 2010-06-25-ÆL.702 (LF 204 09-10) og 1/1 2004 ved

2003-12-27-ÆL.1200 (LF 53 03-04), jf. dog ikrafttrædelsesbestemmelserne.

**§ 45.** Direktøren for Styrelsen for Arbejdsmarked og Rekrutterings afgørelser og FerieKontos afgørelser, der er truffet i medfør af § 44, stk. 11, kan af den, afgørelsen vedrører, indbringes for Ankestyrelsens Beskæftigelsesudvalg, inden 4 uger efter at sagens parter har fået meddelelse om afgørelsen. Afgørelser truffet efter § 44, stk. 10, kan dog ikke indbringes for anden administrativ myndighed.

*Stk. 2.* Klagen sendes til den myndighed, som har truffet afgørelsen, og som vurderer sagen på ny. Fastholder myndigheden sin afgørelse helt eller delvis, sendes sagen til Ankestyrelsens Beskæftigelsesudvalg, og sagens parter underrettes samtidig herom. Beskæftigelsesudvalgets afgørelser kan ikke indbringes for anden administrativ myndighed.

**Ændringer:**

Ændret 1/1 2015 ved 2014-12-16-ÆL.1368 (LF 14 14-15), 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11), 1/7 2010 ved 2010-06-25-ÆL.702 (LF 204 09-10) og 1/8 2009 ved 2009-06-12-ÆL.482 (LF 184 08-09), jf. ikrafttrædelsesbestemmelserne.

## **Kapitel 9 Arbejdsmarkedets Feriefond**

**§ 46.** Arbejdsmarkedets Feriefond er en selv-ejende institution.

*Stk. 2.* Fondens midler består af renter og andet afkast af kapitalen samt beløb, som i medfør af loven tilfalder fonden.

*Stk. 3.* Fondens midler anvendes til feriemål til lønmodtagere, herunder særligt gennem støtte til institutioner eller organisationer, der tilvejebringer feriemuligheder for lønmodtagere.

*Stk. 4.* Beskæftigelsesministeren udpeger fondens bestyrelse, herunder formanden. Bestyrelsen udpeges for 3 år ad gangen.

*Stk. 5.* Den kapital, som fonden rådede over pr. 1. juli 1974, skal forblive urørt. Beskæftigelsesministeren kan dog under særlige omstændigheder godkende, at Arbejdsmarkedets Feriefond bruger denne kapital til opfyldelse af fondens formål, jf. stk. 3, og til opfyldelse af fondens lov-mæssige forpligtelser.

*Stk. 6.* Fondens regnskab skal revideres af mindst 2 revisorer, hvoraf mindst én skal være statsautoriseret revisor. Bestyrelsen udnævner revisorerne for 3 år ad gangen, men kan til enhver tid trække udnævnelsen tilbage.

*Stk. 7.* Det reviderede årsregnskab indsendes efter godkendelse af bestyrelsen til beskæftigelsesministeren.

*Stk. 8.* Beskæftigelsesministeren fastsætter vedtægter for fonden.

**Ændringer:**

Ændret 1/6 2014 ved 2014-05-26-ÆL.512 (LF 159 13-14).

## **Kapitel 10 Straffebestemmelser**

**§ 47.** Med bøde straffes den arbejdsgiver, der trods påkrav uden rimelig grund undlader at betale skyldig feriegodtgørelse eller løn under ferie og ferietillæg.

*Stk. 2.* Der kan pålægges selskaber m.v. (juridiske personer) strafansvar efter reglerne i straffelovens 5. kapitel.

*Stk. 3.* Med bøde straffes den, der ikke efterkommer et pålæg efter § 43 b, stk. 1.

*Stk. 4.* Der kan fastsættes bødestraf for overtrædelse af forskrifter udstedt i henhold til denne lov.

*Stk. 5.* En au pair-persons værtsfamilie, jf. § 2 a, stk. 8 og 9, kan pålægges bøde efter stk. 1.

**Ændringer:**

Ændret 1/7 2015 ved 2015-05-27-ÆL.685 (LF 185 14-15), jf. ikrafttrædelsesbestemmelserne, og 1/5 2011 ved 2011-04-15-ÆL.320 (LF 108 10-11), jf. dog ikrafttrædelsesbestemmelserne.



## Kapitel 11 Ikrafttrædelses- og overgangsbestemmelser

§ 48. Loven træder i kraft den 1. januar 2001. § 45, stk. 3, træder dog i kraft den 1. oktober 2000.

Stk. 2. § 45, stk. 1 og 2, har virkning for afgørelser truffet af direktøren for Styrelsen for Arbejdsmarked og Rekruttering efter den 31. december 2000.

Stk. 3. Bestemmelserne i § 12, § 14, § 17, stk. 2, § 19, § 20, stk. 1, § 21, stk. 1, og § 23, stk. 4, har virkning for ferie, der er optjent efter den 31. december 2000.

Stk. 4. Bestemmelsen i § 8 har virkning for ferie, der holdes den 1. maj 2002 eller senere. Bestemmelsen i § 9 har virkning for uddannelsesaftaler, der indgås den 1. maj 2002 eller senere.

Stk. 5. Ret til betalt ferie på baggrund af uddannelsesaftaler indgået før 1. maj 2002, jf. § 7 i lov om ferie, jf. lovbekendtgørelse nr. 538 af 25. juni 1999, bibeholdes, idet dog antallet af tilgodehavende feriedage omregnes forholdsmæssigt fra en 6-dages-uge til en 5-dages-uge.

§ 49. Lov om ferie, jf. lovbekendtgørelse nr. 538 af 25. juni 1999, ophæves den 1. januar 2001, jf. dog stk. 2.

Stk. 2. Bestemmelserne i § 8, stk. 1, § 9, stk. 1-4, og § 17 b ophæves dog først den 30. april 2002 og finder anvendelse for ferie optjent før den 1. januar 2001. Bestemmelse i § 6 a og § 7 ophæves den 30. april 2002.

Stk. 3. Bekendtgørelser udstedt i medfør af lov om ferie, jf. lovbekendtgørelse nr. 538 af 25. juni 1999, forbliver i kraft, indtil de ændres eller ophæves af bekendtgørelse udstedt i medfør af denne lov.

Stk. 4. Tvister, der vedrører ferie optjent før den 1. januar 2001, afgøres efter de hidtidige regler.

§ 50. Loven gælder ikke for Færøerne og Grønland.

Margrethe R.  
Ove Hygum

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## Diverse ikrafttrædelsesbestemmelser

2015-05-27-ÆL.685 (LF 185 14-15) indeholder følgende bestemmelser:

§ 3.

Stk. 1. Loven træder i kraft den 1. juli 2015.

Stk. 2. Denne lovs § 2, nr. 2 (indsættelsen af § 2 a, stk. 8-9), finder ikke anvendelse for udlændinge, der inden lovens ikrafttræden har indgivet ansøgning om opholdstilladelse. For disse udlændinge finder de hidtil gældende regler anvendelse.

Stk. 4. Denne lovs § 2, nr. 4 (indsættelsen af § 47, stk. 5), finder anvendelse for værtsfamilier, som har en au pair-person, der har indgivet ansøgning om opholdstilladelse den 1. juli 2015 eller derefter.

2014-12-16-ÆL.1368 (LF 14 14-15) indeholder følgende bestemmelser:

§ 1. 1. Overalt i loven ændres "Styrelsen for Fastholdelse og Rekruttering" til: "Styrelsen for Arbejdsmarked og Rekruttering".  
§ 2. Loven træder i kraft den 1. januar 2015.

§ 3.

Stk. 1. Uanset § 14, stk. 2, nr. 4, i lov om kommunal udligning og generelle tilskud til kommuner indgår de kommunale merudgifter for kommunerne som arbejdsgivere, der følger af § 1, nr. 2, ikke i fastsættelsen af statens årlige tilskud til kommunerne.

Stk. 2. Uanset § 3, stk. 2, nr. 4, i lov om regionernes finansiering indgår de regionale merudgifter for regionerne som arbejdsgivere, der følger af § 1, nr. 2, ikke i fastsættelsen af statens årlige tilskud til regionerne.

**2013-06-28-ÆL.790 (LF 228 12-13) indeholder følgende bestemmelser:**

**§ 5.**

*Stk. 1.* Loven træder i kraft den 1. juli 2013.

*Stk. 2.* Personer, der inden lovens ikrafttræden har fået bevilget en uddannelse efter de hidtidige regler om 6 ugers selvvalgt uddannelse i § 26 a i lov om en aktiv beskæftigelsesindsats, kan påbegynde og færdiggøre uddannelsesforløbet efter de hidtidige regler.

*Stk. 3.* Lovforslaget kan stadfæstes straks efter vedtagelsen.

**2012-04-28-ÆL.377 (LF 114 11-12) indeholder følgende bestemmelser:**

**§ 4.**

*Stk. 1.* Uanset § 14, stk. 2, nr. 4, i lov om kommunal udligning og generelle tilskud til kommuner indgår de kommunale merudgifter for kommunerne som arbejdsgivere, der følger af lovens § 1, nr. 4 (ændringen til § 13), ikke i fastsættelsen af statens årlige tilskud til kommunerne.

*Stk. 2.* Uanset § 3, stk. 2, nr. 4, i lov om regionernes finansiering indgår de regionale merudgifter for regionerne som arbejdsgivere, der følger af lovens § 1, nr. 4 (ændringen til § 13), ikke i fastsættelsen af statens årlige tilskud til regionerne.

**2011-04-15-ÆL.320 (LF 108 10-11) indeholder følgende bestemmelser:**

**§ 4.**

*Stk. 1.* Loven træder i kraft den 1. maj 2011.

*Stk. 2.* § 1, nr. 2 og 3 (ændringerne til § 16), finder alene anvendelse for fritstillinger, der meddeles efter den 1. maj 2011.

*Stk. 3.* § 1, nr. 4 og 6 (ændringer til § 19), finder anvendelse på aftaler vedrørende optjeningsåret 2010 og frem.

*Stk. 4.* § 1, nr. 5 (ændring til § 19), finder anvendelse på aftaler vedrørende optjeningsåret 2009 og frem.

*Stk. 5.* § 1, nr. 25 (indsættelsen af § 35), finder anvendelse for optjeningsåret 2009 og frem.

*Stk. 6.* § 1, nr. 31 og 35 (indsættelsen af §§ 43 b og 43 c samt ændringen til § 47), finder anvendelse for kontrol af feriepenge, der vedrører optjeningsåret 2010 og frem.

**2010-06-25-ÆL.702 (LF 204 09-10) indeholder følgende bestemmelser:**

**§ 4.**

*Stk. 3.* Ferielovens § 30, stk. 6, som affattet ved denne lovs § 1, nr. 3, finder ikke anvendelse for lønmodtagere, som før den 1. juli 2010 opfyldte betingelse for udbetaling efter ferielovens § 30, stk. 1. Lønmodtagere omfattet af 1. pkt. skal have anmodet arbejdsgiveren, feriekonto eller den, der i medfør af ferielovens § 36, stk. 3, administrerer feriegodtgørelsen, om udbetaling af feriepenge efter ferielovens § 30, stk. 1, senest den 1. januar 2011, jf. dog ferielovens § 41, stk. 2, ellers fortabes retten til udbetaling efter ferielovens § 30, stk. 1.

**2009-06-12-ÆL.482 (LF 184 08-09) indeholder følgende bestemmelser:**

**§ 14** Loven træder i kraft den 1. august 2009.

§ 15. Alle sager, der verserer ved Arbejdsmarkedets Ankenævn, og hvori der ikke pr. 31. juli 2009 er truffet endelig administrativ afgørelse, overføres pr. 1. august 2009 til Ankestyrelsens Beskæftigelsesudvalg.

**2007-10-24-ÆL.1235 (LF 2 07-08) indeholder følgende bestemmelser:**

§ 14. Loven træder i kraft dagen efter bekendtgørelsen i Lovtidende (trådte i kraft 26/10 2007, Schultz, red.) og finder anvendelse fra og med indkomståret 2008.

**2005-06-06-ÆL.428 (LF 111 04-05) indeholder følgende bestemmelser:**

§ 125. Loven træder i kraft dagen efter bekendtgørelsen i Lovtidende (trådte i kraft 8/6 2005, Schultz, red.).

*Stk. 2.* Loven har virkning fra den 1. november 2005.

*Stk. 3.* Følgende bekendtgørelser ophæves med virkning fra den 1. november 2005:

- 1) Bekendtgørelse nr. 654 af 26. juni 2000 om indkomstgrundlaget i en række love.
- 2) Bekendtgørelse nr. 520 af 25. juni 2002 om myndighedsinddeling og sagsudlægning.

**2003-12-27-ÆL.1200 (LF 53 03-04) indeholder følgende bestemmelser:**

§ 2. Loven træder i kraft den 1. januar 2004. § 1, nr. 19, (indsættelsen af § 43 a) træder dog først i kraft den 1. januar 2005. § 1, nr. 5, 6, 7, 8, 10, 12, 13 og 24, (indsættelsen af §§ 34 a - 34 c samt ændringerne til § 35, stk. 1 og stk. 2, § 36, stk. 2, § 37, stk. 2, § 38, stk. 2, § 41, stk. 2 og § 44, stk. 4) har virkning for ferie, som er optjent efter den 31. december 2001.

*Stk. 2.* Ferie, der er overført efter § 19, stk. 5, ved aftale indgået før den 1. januar 2004, afholdes efter de hidtidige regler herom.

*Stk. 3.* Af de forældede og uhævede feriepenge, jf. lovens § 36, stk. 1 og 2, som vedrører optjeningsåret 2002, tilfalder 74 pct. statskassen og 26 pct. Arbejdsmarkedets Feriefond. Såfremt der er givet tilladelse efter lovens § 36, stk. 3, til at anvende uhævede feriepenge til andet formål, tilfalder de 26 pct. dette andet formål i stedet for Arbejdsmarkedets Feriefond.

**2002-03-20-EL.133 (LF 67 01-02) indeholder følgende bestemmelser:**


§ 2. Loven træder i kraft dagen efter bekendtgørelsen i Lovtidende. (Tråd i kraft 22/3 2002, Schultz, red.). Lovforslaget kan stadfæstes straks efter vedtagelsen.

## Annex 2

TEKNIQ does not issue holiday cards.

The company issues holiday cards through Arbejdsgivernes Centrale Ferieregister (ACF).

Feriekort for medarbejdere på virksomheder under



**TEKNIQ**  
INSTALLATIONENS ORGANISATION

Paul Bergsøevvej 8, 2800 Glostrup

Lenmodtagers navn og adresse:

Udstedende arbejdsgivers navn og adresse:

CPR-nr.:  
Medarbejder nr.:

CVR-nr.:

Feriekort

**Oplysninger for optjent i perioden**

<b>Ansættelsesform:</b>		<b>Optjent i:</b>	
<b>Nettoferiepenge indsvarende år</b>		<b>Rest nettoferiepenge</b>	
Netto til ferie ialt	kr.		kr.
<b>Feriedage ialt</b>			
<b>Rest feriedage</b>			
Feriepenge pr. dag Indsv. år	kr.		

\*Disse data svarer til de oplysninger, der er angivet på FeriepengeInfo, Borger.dk

Ferien afholdes fra: ..... i alt ..... feriedage

Dato (skal udfyldes)

Medarbejters underskrift

Bankens reg.nr. og kontonr.      Myndighedsarbejdsgivers stempel og underskrift, se næste side

Læs venligst vejledningen på næste side

ACF arbejdsinfo - INSTRUKTION FOR FERIEKORT

## **Annex 3**

### **Occupational pension scheme**

#### **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 workers 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.

## Annex 4

### Protocol regarding working environment committee

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 solve the problem. The committee's solution model must be followed by the parties. In the event of non-compliance, 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 5

### Work sharing

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 week's 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.

## **Annex 6**

### **Protocol outside of the collective agreement**

#### **On the provision and use of safety footwear**

TEKNIQ, 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'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.

## Annex 7

### Implementation of the Equal Pay Act

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 sex, 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 sex.

*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 when a person, on the grounds of sex, is treated less favourably than another person has been or would be treated in a comparable 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 sex in a less favourable position than those of another sex, 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 sex, 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.** An employee is entitled to disclose information about his or her pay

conditions. This information may be disclosed to anyone.

**Section 3.** An employer may not dismiss or suspend an employee, including an employee representative, for other adverse treatment by the employer as a reaction to a complaint, or because the employee or employee representative has lodged a claim for equal pay, including equal pay conditions, or because this person has disclosed information about pay. An employer may not dismiss an employee or an employee 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 sex for groups with at least 10 people of each sex 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, the sex-specific pay statistics are provided as confidential, the information may not be disclosed.

*Subsection 2.* The sex-specific pay statistics stipulated by subsection (1) must be calculated for employer 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 sex, in accordance with subsection (1), from Statistics Denmark.

*Subsection 4.* The employer's obligation to prepare sex-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 sex-

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.

The parties also agree to incorporate changes in the Equal Pay Act, arising from any changes to EU law obligations, into this agreement.

## **Annex 8**

### **Night work and health assessments**

In connection with the implementation of the EU working time directive, the below-specified parties 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 9

### Circumvention of the collective agreement

It is agreed to institute the following as a protocol to 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.



## **Annex 10**

### **Social dumping**

It is agreed to institute the following as a protocol to the collective agreement:

The parties agree to appoint a committee to continuously monitor and discuss the use of foreign labourers and subcontractors in the plumbing industry.

The committee will follow the cases dealt with under this agreement, in order to assess whether the rules fulfil their objective, and the committee can also take the initiative to conduct meetings, information campaigns or other activities relating to foreign labourers.

## Annex 11

### Subcontracts

It is agreed to institute the following as a protocol to the collective agreement:

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 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 12

### Proposal for the establishment of an equal pay board within DA and LO's common area

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 Board must be able to consider cases regarding the interpretation and understanding, as well as violation, of the Danish Equal Pay Act or the collective agreement's implementation of the provisions of the act.

Cases regarding implementation agreements must be head by the Board, unless they are covered by the rules of Section 11(2) and 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 addi-

tion, 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 13

### Senior agreement

In areas where a senior scheme/senior agreement is established in the collective agreement, from 5 years prior to the state pensionable age from time to time in effect, the employee may enter into a senior scheme.

Under the senior scheme, the employee may choose to use payments into the public holiday/savings account to finance senior days off.

If the employee wants additional senior days off, this can be arranged by converting continuous pension contributions such that the remaining payments to the pension scheme can still cover the costs of insurance schemes and administration, etc.

The converted pension contributions are likewise paid into the employee's public holiday savings account.

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, and accumulate those. Their value can then be paid out when taking additional senior days off. Under this provision, the maximum number of holidays and days off that can be taken equates to the corresponding amount saved, cf. payment below.

When taking senior days off, the public holiday savings/savings account is reduced by an amount corresponding to pay during illness.

Unless otherwise agreed, no later than 01 April, 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 holiday 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 holiday year. This choice is binding on the employee and will also apply to future calendar years. Nevertheless, the employee has the opportunity to inform the firm by 01 April each year whether any changes are desired for the upcoming calendar year.

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 or remaining holiday, if there are no extra days off in the collective agreement.

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.

This conversion does not change the existing basis for calculation as per the collective agreement and is thus cost-neutral as far as the firm is concerned.

This provision takes effect as of 01 March 2017, but in such a manner that the earliest an employee can take senior days off will be in the holiday year 2017–2018.

## Annex 14

### **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.

## TEKNIQ and 3F – United Federation of Danish Workers

TEKNIQ and 3F accede to the applicable collective agreement of 01 March 2017 between TEKNIQ 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 workers per hour totals:

**As of 01 March 2017** DKK 66.60

**As of 01 March 2018** DKK 67.75

**As of 01 March 2019** DKK 68.90

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 01 March 2017** DKK 115.60

**as of 01 March 2018** DKK 117.60

**as of 01 March 2019** DKK 119.60

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 can not 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 **does not apply in the agreement with 3F**, unless the local parties so agree.

This collective agreement applies from 01 March 2017 and notice of termination cannot be given with effect before 01 March 2020.

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