

CONTENTS

	Page
Section 1 – Application of the collective agreement	3
Section 2 – Hiring	4
Section 3 – Pay conditions	6
Section 4 – Pension	9
Section 5 – Payment of wages	11
Section 6 – Working hours	12
Section 7 – Standby shifts	14
Section 8 – Overtime	16
Section 9 – Staggered working hours.....	18
Section 10 – Termination and climate-related postponement	19
Section 11 – Illness.....	23
Section 12 – Injury and occupational-related illness	25
Section 13 – Pregnancy, maternity and paternity leave	26
Section 14 – Child’s first sick day	28
Section 15 – Holiday	29
Section 16 – Extra holidays	30
Section 17 – Public holidays.....	31
Section 18 – Continuing training.....	33
Section 19 – Training funds	36
Section 20 – Social chapters	37
Section 21 – Welfare measures	39
Section 22 – Overview of the application of seniority	40
Section 23 – Travel work – without overnight stays	41
Section 24 – Off-site work – with overnight stays.....	46
Section 25 – Employment based on the terms and conditions of a permanent position	47
Section 26 – Pay and working conditions for apprentices.....	53
Section 27 – Cooperation and information	66
Section 28 – Trade union representatives and local work.....	68
Section 29 – Rules for trade union representative rules	70
Section 30 – Local agreements	73
Section 31 – Rules for handling industrial disputes.....	75
Section 32 – Duration of the collective agreement.....	79

CONTENTS
(continued)

Annex 1 – The Danish Holidays Act	80
Annex 2 – Holiday card.....	114
Annex 3 – Occupational pension scheme	115
Annex 4 – Working environment committee	117
Annex 5 – Work sharing.....	119
Annex 6 – Protocol on safety footwear	121
Annex 7 – Implementation of the Equal Pay Act	122
Annex 8 – Night work and health assessments	125
Annex 9 – Circumvention of the collective agreement	126
Annex 10 – Social dumping	127
Annex 11 – Subcontracting conditions	128
Annex 12 – Proposal for the establishment of an equal pay board	129
Annex 13 – Senior agreement	131
Index	134

Section 1 – Application of the collective agreement

(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.

(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.

Section 2 – Hiring

(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.

(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.

(3): Special working conditions

The organisations agree that technical work functions in connection with the normal work areas of this plumbing industry collective agreement are covered by this plumbing industry 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.

(4): Hiring Monday

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

(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 employees of the conditions applicable to the contract or employment relationship.

(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.

(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.

(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.

Section 3 – Pay conditions

(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 1 March 2014 DKK 110.15

As of 1 March 2015 DKK 111.80

As of 1 March 2016 DKK 113.60

(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.

(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.

(4): General raises

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

(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.

(6): Dirt supplement

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

As of 1 March 2014 DKK 8.85

As of 1 March 2015 DKK 9.00

As of 1 March 2016 DKK 9.15

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.

(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 1 March 2014 DKK 53.70 per day

As of 1 March 2015 DKK 54.55 per day

As of 1 March 2016 DKK 55.50 per day

(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.

(9): Implementation of the Equal Pay Act

The parties to the collective agreement agree to implement the Equal Pay Act in the collective agreements, see Annex 7.

Section 4 – Pension

(1a): Pension contribution

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

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

(1b): 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 10.50 per hour. With effect for parental leave commencing after 1 July 2014, the pension contribution will be raised to 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.

(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.

(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.

(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.

Section 5 – Payment of wages

(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.

(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

(3): Time sheets

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

(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.

Section 6 – Working hours

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

(1): The weekly working hours

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

(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.

(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.

(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.

(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 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 industry 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.

(5): Implemented directive on working hours

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

(6): Implemented directive on part-time employment

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

Section 7 – Standby shifts

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

(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.

(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.

(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 1 March 2014

- a) standby hours on weekdays.....DKK 19.30 per hour
- b) standby hours on Sundays, public holidays and days off
DKK 24.20 per hour

As of 1 March 2015

- a) standby hours on weekdays.....DKK 19.60 per hour
- b) standby hours on Sundays, public holidays and days off
DKK 24.60 per hour

As of 1 March 2016

- a) standby hours on weekdays..... DKK 19.95 per hour
- b) standby hours on Sundays, public holidays and days off
DKK 25.00 per hour

(3.2): Weekly payment for standby shifts

The weekly payment for standby shifts cannot total less than:

As of 1 March 2014 DKK 966.45

As of 1 March 2015 DKK 981.90

As of 1 March 2016 DKK 998.60

(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 1 March 2014 DKK 121.75

As of 1 March 2015 DKK 123.70

As of 1 March 2016 DKK 125.80

(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.

(5): Telephone consulting

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

(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.

Section 8 – Overtime

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

Overtime is to be paid with the following supplements:

(1): The first and second hours

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

As of 1 March 2014 DKK 36.75

As of 1 March 2015 DKK 37.35

As of 1 March 2016 DKK 38.00

(2): Other hours

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

As of 1 March 2014 DKK 103.05

As of 1 March 2015 DKK 104.70

As of 1 March 2016 DKK 106.50

(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).

(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.

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.

(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.

(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.

(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.

(8): Commencement of rates

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

Section 9 – Staggered working hours

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

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

(1): Payment for staggered working hours

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

As of 1 March 2014 DKK 20.30

As of 1 March 2015 DKK 20.60

As of 1 March 2016 DKK 20.95

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

As of 1 March 2014 DKK 39.75

As of 1 March 2015 DKK 40.40

As of 1 March 2016 DKK 41.10

(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, 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).

(3): Overtime payment in connection with staggered working hours

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

Section 10 – Termination and climate-related postponement

(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.

(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).

(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.

(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.

(5): Termination as of the end of a calendar week

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

(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.

(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.

(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.

(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 covers the expenses of course tuition 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

As of 1 May 2014, the following applies:

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.

(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.

Section 11 – Illness

(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.

(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.

(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.

(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 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.

(5): Holiday and public holiday compensation during illness

A holiday and public holiday compensation is calculated during absence due to illness if the employee, prior to the beginning of the illness has at least 12 months' employment in the company. Former employment within the past 24 months is included in this calculation.

(6): Holiday and public holiday compensation in the event of injury

In the event of injury in the company, holiday and public holiday compensation is calculated during absence, regardless of the above provision on seniority.

(7): Period length for holiday and public holiday compensation

Holiday and 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 due to the same illness or injury.

(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).

(9): Chronic illness

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

Section 12 – Injury and occupational-related illness

(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.

(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.

(3): Inability to work

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

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

Section 13 – Pregnancy, maternity and paternity leave

(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 illness 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 is DKK 136.50 per hour.

The maximum rate will be increased

As of 1 March 2015 DKK 138.00 per hour

As of 1 March 2016 DKK 139.50 per hour

b. Pregnancy: Female employees, under the same conditions as specified in subsection (1a), are entitled to 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).

(2): Paternity leave

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

(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 11 weeks. This payment can be made to either the father or mother.

Of these 11 weeks, each of the parents have a right to payment for 4 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.

Parental leave that begins 1 July 2014 or later

For parental leave that begins on 1 July 2014 or later, the parental leave period with pay is changed to a maximum of 13 weeks, of which each of the parents are entitled to take 5 weeks. The payment for the remaining 3 weeks is made to one of the two parents.

The maximum rate is DKK 136.50 per hour.

The maximum rate will be increased:

as of 1 March 2015 DKK 138.00 per day

as of 1 March 2016 DKK 139.50 per day

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.

(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.

Section 14 – Child’s first sick day

(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.

(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 is DKK 114.50 per hour.

The maximum rate will be increased:

as of 1 March 2015 DKK 116.00 per day

as of 1 March 2016 DKK 117.50 per day

(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.

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.

Section 15 – Holiday

(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.

(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.

(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.

(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.

(5): Agreements on holiday leave

Agreements on holiday leave must be in writing.

(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.

(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.

Section 16 – Extra holidays

(1): Extra holidays

The employee is entitled to 5 extra days holiday in each holiday year from 1 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.

(2): Ceiling on payment

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

Section 17 – Public holidays

(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 7% of the employee's holiday-eligible pay. This amount includes holiday allowance for public holidays.

As of 1 March 2014 – 7.3%

As of 1 March 2015 – 7.7%

As of 1 March 2016 – 8.0%

(2): Payment of public holiday savings

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

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

(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.

(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.

(5): Advance payment at the new year

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

(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.

(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.

(8): Guarantee scheme

TEKNIQ guarantees holiday and public holiday allowance, see Section 15.

Section 18 – Continuing training

(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.

(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 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.

Section 19 – Training funds

(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 0.50 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 1 March 2015, the contribution will be increased by DKK 0.05 to 0.55 per hour

As of 1 March 2016, the contribution will be increased by DKK 0.05 to 0.60 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. 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.

(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 0.40 per hour worked.

From the first pay period after 1 January 2015, the contribution will total DKK 0.42 per hour worked.

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

Section 20 – Social chapters

(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.

(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.

(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.

(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.

(5): Senior agreement

See Annex 13.

Section 21 – Welfare measures

(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. 589 of 22 June 2001 regarding the equipping of construction sites. 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.

(2): Dangerous work

All dangerous work is performed by 2 people.

Section 22 – Overview of the application of seniority

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

Section 23 – Travel work – without overnight stays

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:

(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

(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.

(3): The employee's residence

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

(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.

(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.

(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.

(7): Interruption of work

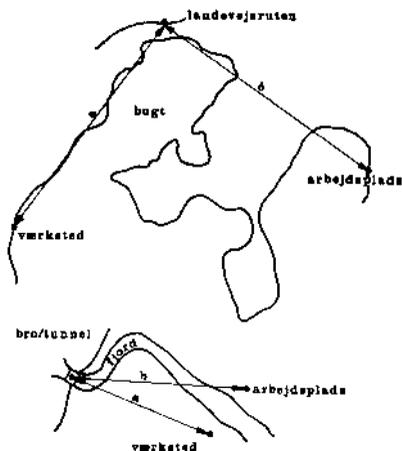
If a work task for which the travel work supplement is paid is interrupted for a reason for which the employee is not accountable,

the travel work supplement must be paid for the entire day. Otherwise, payment is only provided for the hours worked.

(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 from KRAK, 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.)



(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 18.50 per overtime hour will be paid if notification of the overtime is not provided the day before.

(10): Rates

Distance		Supplement for travel work	
Over km	To km		DKK/hour
7	10		0.92
10	13		1.285
13	16		1.635
16	20		2.125
20	25		2.680
25	30		3.115
30	35		3.410
35	40		3.605
40	45		3.910
45	50		4.280
50	55		4.640
55	60		5.015
60	65		5.380
65	70		5.750
70	75		6.115
75	and above		8.215

(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.

(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.

(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.

(14): Regulation of supplement for travel work

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

D – Mileage allowance

(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.

Section 24 – Off-site work – with overnight stays

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.

(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.

(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.

(3): Work exceeding 1 month in connection with overnight stays

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

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

(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.

(2): Cooperation and trade union representative rules

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

(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.

(4): Pension

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

(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.

(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.

(7): Minimal compensation

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

(8): Employee's duty to provide compensation in the event of death

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

(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.

(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.

(11): Travel and off-site work

Travel and off-site work is organised and paid by agreement between the company and the employee.

(12): Standby shifts

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

(13): Continuing training

Follows Sections 18 and 19 of the collective agreement.

(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.

(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.

(16): Public holidays

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

(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.

(18): Parental leave

See Section 13 of the collective agreement.

(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 corresponding to 3.65% (as of 1 March 2014), 4.05% (as of 1 March 2015) and 4.35% (as of 1 March 2016) of the holiday-eligible pay. This rate includes holiday allowance.

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.

(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.

Section 26 – Pay and working conditions for apprentices

The following pay and working conditions apply for apprentices and adult apprentices who are hired in accordance with the Vocational Training Act and who are covered by the executive order on plumber training.

The provisions also include remuneration of energy technician apprentices who are employed in member companies of TEKNIQ.

(1): The normal working hours

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

(2): Payment of apprentices in plumbing, plumbing and sanitation, plumbing and energy specialist and ventilation technician

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	1 March 2014	1 March 2015	1 March 2016
1	DKK 60.60	DKK 61.75	DKK 62.90
2	DKK 69.85	DKK 71.20	DKK 72.55
3	DKK 88.05	DKK 89.70	DKK 91.40
4	DKK 100.20	DKK 102.10	DKK 104.05

(3): Payment of energy technician apprentices

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

(4): Payment of stainless industrial fitter apprentices

Level	1 March 2104	1 March 2015	1 March 2016
1	DKK 64.20	DKK 65.40	DKK 66.65
2	DKK 72.80	DKK 74.20	DKK 75.60
3	DKK 78.20	DKK 79.70	DKK 81.20
4	DKK 90.45	DKK 92.15	DKK 93.90
5	DKK 110.75	DKK 112.85	DKK 115.00

(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. 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.

(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.

(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.

(8): Apprentice's savings account

Apprentices save up in a special savings account according to the holiday-eligible wages. The savings total 1.4%.

As of 1 March 2015 – 1.8%

As of 1 March 2016 – 2.1%

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.

(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 being 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.

(10): ATP

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

(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.

(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.

(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.

(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.

(15): Remuneration of junior labourers

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

As of 1 March 2014 – DKK 63.45

As of 1 March 2015 – DKK 64.40

As of 1 March 2016 – DKK 65.45

(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 1 March 2014 – DKK 36.75

As of 1 March 2015 – DKK 37.35

As of 1 March 2016 – DKK 38.00

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

As of 1 March 2014 – DKK 80.30

As of 1 March 2015 – DKK 81.60
As of 1 March 2016 – DKK 83.00

(17): Apprentices' dirt supplement

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

As of 1 March 2014 – DKK 8.85
As of 1 March 2015 – DKK 9.00
As of 1 March 2016 – DKK 9.15

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

Adult apprentices

The same provisions apply for adult apprentices.

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

Additional expenses or additional time for transport 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.

(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 1.05 – 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 Act on Employer Reimbursement to Trainees, to obtain full or partial reimbursement of the expenses incurred by the companies.

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

Adult apprentices

The same provisions apply for adult apprentices.

(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.

(21): Other days off

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

Adult apprentices

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

(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 1 July in a holiday year are entitled to 5 extra days holiday in that holiday year.

If the employment relationship commences on 1 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.

(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.

(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.

(25): Parental leave

Apprentices are covered by the applicable 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.

(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.

(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.

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. However, hourly wages may not exceed the minimum wage specified in Section 3(1) of the collective agreement.

(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.

(29): Time off for conscription examination

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

(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.

(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.

(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.

(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.

(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.

(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 Act no. 578.

(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.

(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

(38): Mentor scheme

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

Therefore, there is agreement 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.

(39): Boarding school

Companies that have concluded a training agreement with a trainee under the 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 Act on Vocational Training and Executive Order no. 290 of 1 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.

Section 27 – Cooperation and information

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

(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.

(2): Orientation meeting

The organisations encourage that the company and trade union representative 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.

(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.

(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.

(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.

Section 28 – Trade union representatives and local work

(1): Joint cooperation project

A 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.

(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.

(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.

(4): Remuneration for elected trade union representatives

The parties agree that trade union representatives elected under the plumbing industry 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.

The remuneration totals:

Trade union representatives with an election basis of up to 49 people will receive an annual remuneration of DKK 8,000.

Trade union representatives with an election basis of between 50 and 99 people will receive an annual remuneration of DKK 15,000.

Trade union representatives with an election basis of 100 people or more will receive an annual remuneration of DKK 30,000.

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

Section 29 – Rules for trade union representatives

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.

(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.

(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).

(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.

(4): Trade union representative protection

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

(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.

(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.

(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.

(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.

(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.

(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.

(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.

(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.

Section 30 – Local agreements

(1): Written agreements

All local agreements must be in writing.

(2): Local agreements without participation of the organisations

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

(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.

(4): Delivery of local agreements

The organisations must be provided with the agreements upon request.

(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.

(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.

(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.

(8): Information regarding local agreements

Upon entry into local agreements that significantly change pay and working conditions, the employer must inform the affected

employees to the necessary extent.

Section 31 – Rules for handling industrial disputes

(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.

(2): Local negotiation

In 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.

(3): Mediation meetings

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

The party that requests an 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 arbitration 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.

(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.

(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).

(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.

(7): Choice of arbitrator and arbitration members

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

(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.

(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.

(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.

(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 Vocational Training Act and the Executive Order on the Disputes Board.

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

Section 32 – Duration of the collective agreement

This collective agreement, which takes effect on 1 March 2014, is binding for the undersigned organisations until it is terminated by one of the parties in accordance with the then-current rules, with effect as of 1 March of a year, however no earlier than 1 March 2017.

TEKNIQ

Søren Skræddergaard

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

Max Meyer

This collective agreement, which takes effect on 1 March 2014, is binding for the undersigned organisations until it is terminated by one of the parties in accordance with the then-current rules, with effect as of 1 March of a year, however no earlier than 1 March 2017.

TEKNIQ

Søren Skræddergaard

Dansk Metal
Kjeld Husted

Annex 1

[Translation]

Consolidation Act¹ The Danish Holidays Act

Announcement of The Holiday Act no. 762 of 27 June 2011 as amended by Act No. 326 of 11 April 2012, section 18, and Act No. 377 of 28 April 2012, section 1.

Part 1 Scope of the Act

1. In pursuance of this Act, employees are entitled to holiday and holiday allowance or holiday with pay and holiday supplement.
 - (2) Under the Act, an employee means a person who receives remuneration for personal work performed in an employment relationship, cf. however subsections (3) and (4).
 - (3) A person who has a decisive influence on the company for which he works is not considered an employee.
 - (4) The Director of the Danish Agency for Labour Market and Recruitment (hereinafter referred to as "the Agency Director") may lay down rules defining when a person is deemed to have a decisive influence on the company that he works for if he or his spouse holds shares or otherwise has a decisive influence on the company.
2. This Act shall not apply to:
 - (i) employees who are employed in the state authorities or the national church as public servants,

¹ The Act includes provisions enforcing parts of Council Directive 93/104/EC of 23 November 1993 concerning certain aspects of the organisation of working time (Official Journal L 307/18) later replaced by Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 on certain aspects of the organisation of working time.

(ii) employees whose pension is guaranteed through the membership of a pension scheme, the obligations of which are guaranteed by the State, and who are entitled to holiday with pay under the same provisions as those applying to the public servants referred to in (i), and (iii) employees who have concluded agreements on other holiday rules under the act on specific employment relationships in the agricultural sector, etc.

(2) Employees under subsection (1) (i) and (ii) who resign without starting to receive pension payments in this connection shall be entitled to a holiday allowance in pursuance of section 23 (6). In- and out-payments of holiday allowance shall take place under the rules laid down in Part 5 of this Act.

2 a. Domestic workers or other workers in private households who do not work more than an average of 8 hours weekly are covered only by subsections (2) - (7), section 12 (2) and (3) and section 13. Similarly, section 47 applies to the employer of the domestic workers.

(2) The domestic worker's right to paid holiday accrues at a rate of 2.08 days for each month of employment. The holiday may be taken as it is earned (simultaneous holiday).

(3) Subject to a reasonable notice, the employer must inform the domestic workers when to take their holiday. To the widest extent this is possible, the employer must take into account the requests of the domestic workers.

(4) Earned holiday must be taken no later than 3 years after the end of the month in which it is earned.

(5) Domestic workers are entitled to holiday with pay. If the domestic worker works irregular hours every week, the pay must be calculated on the basis of his normal pay in the 4 weeks before the beginning of the holiday.

(6) At the termination of the employment relationship, holiday allowance due shall be paid directly to the domestic worker, unless more than 3 years have passed after the end of the month in which it was earned.

(7) In case of transfer to a simultaneous holiday, holiday allowance due shall be paid by the employer or FerieKonto directly to the domestic worker.

(8) Persons who are covered by the tax scheme for research scientists pursuant to sections 48 E and 48 F of the Withholding Tax Act may agree with their employer to be covered only by sections (2)-(7), section 12 (2) and (3) and section 13. Section 47 also applies to the employer. Subject to an agreement with the employer, the Agency Director may allow that other highly skilled foreign workers, including foreign Ph.D. students and other scientific staff be covered by the same rules.

3. As regards seafarers, the Minister for Economic and Business Affairs shall exercise the powers conferred upon the Agency Director under this Act.

(2) The Minister for Economic and Business Affairs may, after consultation with the relevant employee and employer organisation lay down other holiday rules for seafarers.

(3) The Minister of Defence may lay down holiday rules for conscripts in the Danish defence and may, after consultation with the relevant employee organisations also lay down other holiday rules for women who are employed in the Danish defence on similar terms as those that apply to conscripts, contract soldiers and reserve personnel.

(4) The Minister of Defence may enter into agreements with the relevant employee organisations on the rules on taking of holiday for military staff groups not covered by subsection (3).

(5) The Minister of Defence may lay down holiday rules for conscripts in the state life-saving service and may, after consultation of the relevant employee organisations, also lay down other holiday rules for women employed under terms similar to those that apply to conscripts in the state life-saving service.

4. An employee may not waive his right to holiday, holiday with pay, holiday supplement or holiday allowance under this Act and no deviations from the provisions laid down in this Act may take place

to the detriment of the employee, unless otherwise provided in this Act. Agreements concerning transfer of holiday cards and FerieKonto certificates shall be invalid and holiday cards and FerieKonto certificates may not be made the subject of legal action.

(2) This Act shall not prevent an employee from having more favourable rights under other acts or provisions, collective agreements, individual agreements, custom, etc.

(3) If the provisions of this Act are included in a collective agreement, the interpretation and breaches of these provisions shall be decided under the rules on settlement of industrial disputes, cf. however section 44 (3).

5. In those cases where deviations from the provisions laid down in this Act may take place by collective agreement, the contracting party on the employee side shall, as a minimum, be a local trade union which is a member of a national employee organisation.

Departure from provisions

6. It may be agreed by collective agreement to deviate from the provision laid down in section 2 (2).

PART 2

Holiday entitlement

7. An employee shall be entitled to 2.08 days of paid holiday for each month of employment during a calendar year (qualification year). In connection with employment of a shorter duration than 1 month, the holiday shall be calculated in proportion to the duration of the employment period.

(2) No entitlement to paid holiday shall be earned during the following periods:

(i) Periods of sickness where the employer is not under an obligation to pay wages - in full or in part - or for which no entitlement to sickness holiday allowance is earned, cf. section 25.

(ii) Periods of maternity leave or other periods of leave or absence from work where the employer is not to pay wages - in full or in part.

(3) No right to paid holiday is earned during periods where the employee participates in a strike or a lockout.

(4) No right to paid holiday is earned during periods where the employee is temporarily laid off according to a collective agreement or trade custom due, for instance, to weather conditions or lack of materials, unless the employer pays wages - in full or in part.

8. An employee shall be entitled to 25 days of holiday each year, irrespective of whether entitlement to holiday has been earned under section 7.

(2) In respect of an employee who is covered by section 23 and who has not earned the right to paid holiday from the employer according to section 7, an amount of 4.8 per cent of the monthly wage shall be deducted for each day of holiday taken by the employee.

9. Trainees with a training contract under the vocational training act shall have a right to paid holiday for 25 days during the first and second full holiday year after the start of the employment relationship. The employer shall pay wages during the holiday to the extent that the trainee does not qualify for holiday with pay or holiday allowance.

(2) If the employment relationship has started before 1 July in a holiday year, the trainee shall have a similar right to paid holiday for 25 days during this holiday year.

(3) If the employment relationship has started on 1 July or later in a holiday year, the trainee shall have a right to 5 days' paid holiday during this holiday year in connection with the closing down of the company for holiday during the period between 1 October and 30 April.

Deviations and authorisations

10. It may be agreed - by a collective agreement which deviates from the rules on payment of holiday allowance to FerieKonto, cf. section 28 - that deviation may take place from section 7 (1) so that holiday may be earned in the form of hours. An employee who has been employed for a full qualification year shall, however, be entitled to at least 20 days of holiday.

(2) If holiday has been earned in the form of hours, the hours earned shall be converted into days in connection with termination of the employment relationship.

(3) Deviation by collective agreement may take place from section 8 (2).

11. The Agency Director may lay down rules on the earning of entitlement to holiday in the case of employment for less than 1 month and on entitlement to holiday and deduction in the monthly wage for employees who work more than 5 days a week. The Agency Director may further lay down rules on entitlement to holiday for employees whose working hours cannot be controlled and on holiday under section 9 for trainees who work more than 5 days per week.

PART 3

The taking of holiday

12. The holiday shall be taken during the year from 1 May to 30 April (the holiday year) following the qualification year.

(2) The holiday shall be taken with 5 days per week, so that work-free days and shift-days shall be included in the holiday period with a proportionate number. The holiday shall otherwise be held in the same way as the work has been organised time-wise.

(3) The holiday may not be taken on the weekly rest day, on public holidays, or other holidays fixed by collective agreement or custom

or compensatory days if the employee is not able to take holiday, cf. section 38.

13. The holiday starts at the start of the working time on the first day of holiday and ends on the termination of the working time on the last day of holiday.

(2) If an employee is sick at the start of the holiday, the employee is not under an obligation to start the holiday.

(3) An employee who has earned 25 days of holiday and gets sick during his holiday is entitled to replacement holiday after 5 sickness days during holiday in the holiday year, subject to the presentation of medical documentation. An employee who has earned less than 25 days of holiday is entitled to compensation holiday according to a proportionately lower number of sickness days.

(4) In the absence of extraordinary circumstances, the employee is entitled to compensation holiday from the day that he notifies the employer of such sickness.

(5) In cases where the employee is prevented by sickness from taking his compensation holiday under subsection (2) and (3) during the holiday year, the holiday must be taken in the following holiday year, cf. however section 38.

(6) The expenses covering medical documentation must be paid by the employee, cf. subsection (3).

(7) If the employee is participating in a strike or lockout at the start of the holiday, the employee may not start on the holiday period.

14. At least 15 days of the holiday (the main holiday period) shall be given as a consecutive period. The main holiday must be taken in the period from 1 May to 30 September (the holiday period). If the employee is entitled to less than 15 days of holiday, the entire holiday earned shall constitute the main holiday period.

(2) An employee employed at out-door work in connection with cultivation of plants shall be entitled to at least 10 days as a consecutive period during the holiday period. Furthermore, at least 5 days shall be given during the period from 1 May to 31 October.

(3) Other days of holiday shall also be given as consecutive periods of at least 5 days' duration, but may be placed outside the holiday period. If the other days of holiday constitute less than 5 days, these days shall be given as a consecutive period. Where desirable for the operation of the company, the other days of holiday may, however, be given as individual days.

15. The employer shall, after consultation with the employee, determine the time at which the holiday is to be taken. The employer shall with due consideration to the operation of the company to the widest possible extent meet the employee's wish as regards the timing of the holiday, including the employee's wish to take the main holiday during the school holiday of his child.

(2) The employer shall as soon as possible notify the employee when to take his holiday. If there are no special circumstances, the employer shall notify the employee at least 3 months before the start of the main holiday and at least 1 month before the holiday comprising the other days of holiday.

(3) If required by important, unforeseeable operational considerations, the employer may postpone previously fixed holiday arrangements. The employee shall receive compensation for any financial loss suffered as a result of the postponement. Holiday which has already started may not be changed.

16. An employee who has been dismissed may not hold the main holiday during the period of notice, if the period of notice is 3 months or less. This applies irrespective of any previously agreed holiday arrangements. However, this shall not apply if the period of notice has been prolonged with the number of holidays.

(2) If the employee has been suspended, the holiday shall be considered to have been taken irrespective of whether the holiday has been fixed if the periods mentioned in section 15 (2) and the holiday can be contained in the period until the end of the suspension period. This holiday cannot be deemed to have been taken, however, if the employee has not had a work-free period equalling the length of the holiday after the end of the periods set out in 15 (2).

(3) However, the second sentence of subsection (2) shall not apply
(i) if the employee has been suspended and the employer is not entitled to set off the employee's pay from a new employer; or
(ii) if the employer is insolvent and has discontinued operations before the expiry of the notice period.

17. If a company closes down for the holiday, employees who are not entitled to earned holiday in respect of all the days for which the company is closed down, shall have no claim in relation to the employer for this reason.

(2) If companies are closed down on working days between Christmas and New Year's Eve the employer shall, cf. section 15, lay down that the employee shall take his holiday on these days if the employee is entitled to more than 15 days of holiday. If the employer does not determine the holiday, the employer shall pay wages to the employee in respect of the days in question. The wage shall be calculated on the basis of the normal wage of the employee during the last 4 weeks before Christmas.

18. Holiday earned under section 7 shall be taken prior to non-earned holiday under section 8. Holiday transferred under section 19 and holiday under section 40 shall be taken prior to any other days of holiday.

Deviations and authorisations

19. The employee and employer may enter an agreement to the effect that any holiday earned in addition to 20 days may be transferred to the following holiday year, unless otherwise provided by collective agreement.

(2) The employee and the employer shall conclude a written agreement in accordance with subsection (1) before 30 September after the end of the holiday year.

(3) If holiday allowance has been earned in respect of the days of holiday transferred, the employer shall inform the person paying out

such holiday allowance that the holiday has been transferred. This notification must be made before 30 September after the end of the holiday year.

(4) In cases where an employee who has transferred holiday leaves the employment before taking this holiday, the employee is no longer entitled to take more than 25 days of holiday in a single holiday year. Holiday allowance for more than 25 days of holiday shall be paid in accordance with the provisions in section 30 (4).

20. It may be agreed by collective agreement, which deviates from the rule on payment of holiday allowance to FerieKonto, cf. section 28, that deviation may take place from 12 (2), so that, among other things, the holiday can be taken in the form of hours. An employee who has been employed for a full qualification year shall, however, be entitled to hold at least 20 days of paid holiday.

(2) Deviation by collective agreement may take place from section 13 (7), section 15 (3) and the third sentence of section 17 (2).

21. Deviation by agreement from section 14 may take place. However, at least 10 days of holiday shall be given as a consecutive period as regards section 14 (1) and (2).

(2) Deviation by agreement may take place from section 15 (2) and section 16 (1).

(3) Section 16 (2), second sentence, and section 16 (3) (i) may be deviated from by collective agreement.

22. The Agency Director lays down rules on the taking of holiday for employees who are not working 5 days per week and employees who do not start on their holiday due to sickness or an industrial dispute, cf. section 13 (2) and (7).

PART 4

Holiday with pay, holiday supplement and holiday allowance

23. Employees who are employed on a monthly basis or for longer periods and who are entitled to full pay on public holidays and sickness days shall be entitled to holiday with pay.

(2) The pay during holiday is the usual and fixed pay that may allowed for at the time when the holiday is taken. To this amount shall be added the value of any employee benefits which are not available to the employee during the holiday. An employee who is paid on the basis of commission shall during the holiday period be entitled to compensation for any commission lost due to the holiday. Furthermore, the employee is entitled to receive a holiday supplement of 1 % of the pay during the qualification year, cf. section 26 (1).

(3) If the employee's average working time or work extent at the time of the holiday deviates by more than 20 % from the average working time or work extent in relation to the qualification year, the pay paid shall be regulated accordingly.

(4) The holiday supplement shall be paid no later than when the corresponding holiday starts. If the holiday supplement is paid before the holiday starts, no request for repayment can be made.

(5) An employee may, before the start of the qualification year, demand holiday allowance with 12 % of the pay during the qualification year instead of holiday with pay and holiday supplement, cf. section 26.

(6) An employee who departs will receive holiday allowance, cf. section 24, for the current qualification year and for that part of previous qualification years in respect of which the employee has not yet taken holiday.

24. An employee who is not covered by section 23 shall be entitled to holiday allowance at the rate of 12.5 per cent of the pay during the qualification year.

25. If an employee, who is not entitled to full pay during sickness, is absent for a period of more than 3 workdays due to sickness or injury at the workplace, the employer shall pay sickness compensation

from the first day of absence of 12.5 % of pay calculated on the basis of the employee's ordinary pay during the last 4 weeks preceding the absence, cf. however section 2.

(2) If an employee, who is covered by subsection (1), is entitled to holiday allowance in respect of other benefits during sickness, the holiday allowance during sickness shall constitute the difference between the sickness holiday allowance under subsection (1) and holiday allowance payable in relation to other benefits.

(3) Entitlement to holiday allowance during absence from work due to sickness shall be conditional upon the employee having been employed by the employer for at least 12 consecutive months before the sickness absence. When calculating this period, account shall be taken of any previous periods of employment with the same employer within the past 24 months provided that the termination of the employment relationship was not due to any matter attributable to the employee himself.

(4) Holiday allowance during sickness shall be granted for a maximum period of 4 months within a calendar year. Sickness holiday allowance due to the same sickness or injury shall, however, as a maximum be paid for a total period of 4 months.

(5) The employer may request the employee to certify that the absence was due to sickness or an injury in the company.

26. The employer shall calculate the holiday allowance and holiday supplement on the basis of any amount of pay liable to income tax and employee benefits in respect of which no deduction is made in the income and which constitute remuneration for work performed during the employment relationship. The value of employee benefits shall be calculated on the basis of the rates fixed by the National Tax Assessment Board for the qualification year.

(2) Furthermore, the employer shall calculate holiday allowance and holiday supplement on the basis of the employee's contributions to

(i) pension schemes, etc. covered by Title I of the act on taxation of pension schemes, etc.,

(ii) labour market contribution pursuant to the act on labour market contributions and

(iii) the special pension savings scheme under Part 5 c of the act on the labour market supplementary pension scheme.

(3) Holiday allowance and holiday supplement relating to a holiday period covering the turn of the year is deemed to be earned in the new year.

(4) The employer shall not calculate holiday allowance and holiday supplement in respect of holiday allowance, holiday with pay or holiday supplement.

Deviations

27. It may be agreed by collective agreement that an employee shall receive pay during holiday although the conditions laid down in section 23 (1) are not satisfied and that an employee covered by section 23 (1) shall receive holiday allowance under section 24 instead of holiday with pay.

(2) Deviation may take place from the rules laid down in section 23 (2), (3), (4) and (5), section 25 and section 26 by collective agreement.

PART 5

Reporting and payments of holiday allowance

27 a. Information on holiday allowance under section 23 (5) and (6) and sections 24 and 25 shall be reported to the income register, see however sections 30 and 30 a.

28. Holiday allowance under section 23 (5) and (6), section 24 and section 25 shall be paid to FerieKonto, except in the cases mentioned in sections 30 and 31.

(2) In the case of late payment of holiday allowance, employers who pay holiday allowance into FerieKonto shall pay interest at the rate

of 1.5 % per month or part of a month as from the due date for payment.

(3) The Agency Director may in special cases grant an exemption from the requirement to pay interest under subsection (2).

29. Holiday allowance shall be paid to the employee at the latest at the start of the holiday period to which it relates.

(2) Any request for payment of holiday allowance shall be submitted to FerieKonto, cf. however sections 30 and 30 a.

30. Holiday allowance in respect of previous and current qualifying years shall be paid to the employee by the employer, FerieKonto or the person administering the holiday allowance according to section 31

(i) if the employee withdraws from the labour market for reasons of age or bad health, or

(ii) if the employee leaves the employment to move abroad and requests to be struck off the Civil Registration System.

(2) Holiday Allowance may be paid by the employer to the employee at termination if the amount is DKK 750 or less after deduction of tax and labour market contributions. The employer may not pay holiday allowance under this provision to the same employee more than twice within the same qualification year.

(3) Holiday allowance in respect of a qualification year shall be paid to the employee at the start of the holiday year by FerieKonto or the person who administers the holiday allowance under section 31, irrespective of whether the holiday is taken, when the amount is DKK 1,500 or less after deduction of tax and labour market contributions.

(4) If the employee leaves the employment before the transferred holiday under section 19 or holiday under section 40 has been taken, the holiday allowance in respect of holiday exceeding 25 days is payable at termination by the employer, FerieKonto or the person administering the holiday allowance under section 31.

(5) In the event of the death of the employee, the holiday allowance in respect of preceding and the current qualification years shall be

paid to the employee's estate by the employer, FerieKonto or the person administering the holiday allowance under section 31.

(6) The entitlement to payment of holiday allowance under (1) will be lost if the employee does not submit a request for payment of the holiday allowance to the employer, FerieKonto or the person in charge of the administration of holiday allowance under section 36 (2) no later than 6 months after the conditions set out in (1) have been met. On application, the Agency for Labour Market and Recruitment (hereinafter referred to as the "Agency") may grant an exemption from the time limit in very special situations.

Deviations and authorisations

30 a. In the areas covered by a collective agreement, cf. section 31, the Agency Director may lay down rules allowing departure from sections 27 a and 29 (2) if information on holiday allowance can be reported electronically to FerieKonto.

31. Deviations from the rules laid down in section 28 may take place by collective agreement. It is a condition that a guarantee is put up for at least 12 months' holiday allowance per employee after deduction of tax and labour market contributions.

32. The Agency Director shall be in charge of the administration of FerieKonto with technical administrative support and financial support from the Labour Market Supplementary Pension Fund (hereinafter referred to as "ATP").

(2) The administration costs for FerieKonto shall be covered by the interest on the amounts paid into FerieKonto, cf. section 28 (1), and the interest on overdue payments of holiday allowance, cf. 28 (2). Furthermore, an amount of up to DKK 100 million of the interest yield of FerieKonto in 2012, 2013, 2014 and 2015 will accrue to the Treasury. The Agency Director may lay down further rules on transfer of the interest yield to the Treasury. Additional interest yield shall accrue to the Labour Market Holiday Fund.

(3) If the interest, cf. (2), does not cover the expenses for the administration of FerieKonto, holiday allowance not claimed from FerieKonto under section 36 (1) shall go towards covering the remaining part of the administrative costs.

33. After negotiation with the Danish Minister for Taxation, the Agency Director lays down rules on reporting of holiday information to the income register, cf. the Income Register Act.

(2) The Agency Director lays down rules on in-payments of holiday allowance, cf. section 28, including rules on due dates.

(3) The Agency Director lays down rules on out-payments of holiday allowance in connection with the taking of the holiday, cf. section 29, including rules on payment from a holiday card scheme falling within section 31, and on out-payment for holiday earned and taken on an hourly basis, cf. sections 10 (1) and 20 (1).

(4) The Agency Director lays down rules specifying when the employer, FerieKonto or the person administering the holiday allowance in accordance with section 31 may pay out holiday allowance in respect of previous and current qualification years, cf. section 30 (1).

(5) The Agency Director lays down rules on the employer's payment of holiday allowance according to section 30 (2). The Agency Director may regulate the amount according to section 30 (2) and (3).

(6) The Agency Director lays down rules on payment of holiday allowance according to section 30 (4) for employees who work more than 5 days per week.

34. Every year before 1 December, the Agency Director decides on the allocation of interest income according to section 32 (2) for the coming calendar year. The allocation shall take place on the basis of a FerieKonto budget.

PART 5 a

***Payment of holiday allowance, holiday with pay
or holiday supplement at the end of the holiday year***

34 a. At the end of the holiday year, holiday allowance must be paid to the employee by the person in charge of the administration of holiday allowance under section 31 if the amount is DKK 2,250 or less following deduction of tax and labour market contributions. If the employee has been continuously employed by the same employer from a date in the qualifying year to the end of the holiday year, holiday allowance earned in the course of the employment relationship shall be paid only if the amount relating to holiday exceeds 20 days.

(2) At the end of the holiday year, FerieKonto pays the holiday allowance to the employee if the amount is DKK 2,250 or less following deduction of tax and labour market contributions. If the holiday allowance has been earned in the course of continuous employment from a date in the qualifying year to the end of the holiday year, and the amount does not relate to holiday exceeding 20 days or holiday taken, the amount may be recovered, cf. section 37 (2).

(3) At the end of the holiday year, the employer pays to the employee pay during holiday and any holiday supplement if the amount is DKK 2,250 or less following deduction of tax and labour market contributions and if the amount relates to holiday that exceeds 20 days.

34 b. If requested, holiday allowance that has not been claimed by the employee before the end of the holiday year and which has been earned in the course of an employment relationship that terminates on or before the last day of the holiday year shall be paid to the employee by FerieKonto or the person in charge of the administration of the holiday allowance according to section 31, cf., however, subsection (3). It is a condition that the employee declares in writing that the employment relationship has ended. Payment according to subsection (2) does not rule out payment under this provision.

(2) If requested, holiday allowance not cashed by the employee before the end of the holiday year, or pay during holiday or holiday supplement which has not been paid to the employee before the end

of the holiday year and which is related to holiday earned in connection with a employment relationship of a total period of more than 9½ months during the qualification year and which has not been transferred pursuant to sections 19 or 40, shall be paid to the employee by the employer, FerieKonto or the authority which pursuant to section 31 administers the holiday allowance, cf. subsection (3). It is a condition that the employee submits a written declaration that the amount relates to holiday earned in connection with an employment relationship of more than 9½ months in a qualification year which is not transferred under sections 19 or 40. Payment under subsection (1) does not prevent payment under this provision.

(3) If the employee has received unemployment benefits, special education benefits, temporary labour market benefits, benefits in cash, early retirement benefits, flex job benefits, benefits for unemployed workers, who are qualified for a flex job or social assistance during the holiday year, payment of holiday allowance under subsections (1) and (2) is subject to prior approval of the Agency Director. The number of days with these benefits shall be deducted from the number of days to which the unclaimed holiday allowance corresponds. If a number of days remains, the Agency Director will inform Feriekonto, the employer or the authority in charge of administering of holiday allowance under section 31 of the number of days for which holiday allowance may be paid to the employee.

(4) The possibility of payment under subsections (1) and (2) is forfeited if the employee does not by 30 September, at the latest, after the end of the holiday year make a written request for payment according to these rules to the employer, FerieKonto or any authority which in pursuance of section 31 administers the holiday allowance. The possibility of payment on approval, cf. subsection (3), is forfeited if the employee does not by 30 September, at the latest, after the end of the holiday year, make a written request to the Agency Director concerning payment pursuant to these rules.

Authorisations

34c. The Agency Director may lay down rules on information, guidelines and payment of holiday allowance, pay during holiday or holiday supplement under sections 34 a and 34 b, including for employees who work more than 5 days per week.

(2) The Agency Director may regulate the amounts according to section 34 a.

PART 6

Limitation rules and rules on set-off

35. In the case that holiday allowance, pay during holiday or holiday supplement has been paid into the Labour Market Holiday Fund or a private holiday fund, see section 36 (2), and the holiday has been taken during the holiday year, the claim for holiday allowance, pay during holiday or holiday supplement becomes statute-barred if the employee does not contact the fund within 3 years after the end of the holiday year. If the employee has not taken the holiday, he must contact the Agency Director within 3 years after the end of the holiday year.

(2) If the holiday allowance, pay during holiday or holiday supplement has not been paid into the Labour Market Holiday Fund or a private holiday fund, the claim for holiday allowance, pay during holiday or holiday supplement becomes statute-barred if, within 3 years after the end of the holiday year, the employee does not seek satisfaction of the claim by instituting legal or industrial tribunal proceedings, reports the matter to the police or files an application for bankruptcy or submits a written request to the Agency Director. If the claim is not complied with, the employee must seek satisfaction by one of the other remedies set out in the first sentence without undue delay.

36. Holiday allowance which is not claimed by the employee before the end of the holiday year or any pay during holiday or holiday supplement which has not been paid to the employee before the end of the holiday year and which has not been paid in accordance with section 34 a or 34 b shall go to the treasury or the Labour Market Holiday Fund, cf. however sections 19 and 40.

(2) In the areas that are subject to a collective agreement, see section 31, the Agency Director may allow that the part of the unclaimed or unpaid amounts that accrue to the Labour Market Holiday Fund in accordance with subsection (1) can instead be used for other holiday purposes. The Agency Director may lay down rules for and supervise the use of these funds.

(3) On 15 November at the latest after the end of the holiday year, the employer or the person in charge of the administration of holiday allowance under section 31 shall pay the amounts that fall within subsection (1) to the Labour Market Holiday Fund or use the amounts for other holiday purposes, cf. subsection (2).

(4) Late payment of unclaimed holiday allowance under subsection (3), means that the employer or the person in charge of the administration of holiday allowance under section 31 shall pay interest on the amount at a rate of 1.5 % per month or part of a month from the due date to the Labour Market Holiday Fund or use the interest for other holiday purposes, cf. subsection (2).

37. In case of employees who work for remuneration during their holiday, the Agency Director may demand that the equivalent holiday allowance, pay during holiday or holiday supplement be paid into the Labour Market Holiday Fund.

(2) Where an employee has received holiday allowance, pay during holiday or holiday supplement in accordance with section 34 a or 34 b without having a right to these payments, the Agency Director may demand that the equivalent holiday allowance, pay during holiday or holiday supplement be paid to the Labour Market Holiday Fund.

38. In case of employees who are prevented from taking their holiday before the end of the holiday period or holiday year due to special circumstances, the holiday allowance, pay during holiday or holiday supplement shall be paid to the employee.

39. The employer can set off an employee's right to pay during holiday, holiday supplement or holiday allowance if

(i) while employed, the employee has committed an offence the result of which is a counterclaim from the employer which is past due provided that the employer can present documentation for the amount of such counterclaim; and

(ii) the employee has admitted to the offence or the offence has been established by the courts.

(2) If the employer has instigated civil legal proceedings, brought the case before an industrial tribunal or has reported the employee to the police, or if the employee has been charged with the offence, the employer may withhold an amount that equals the counterclaim until the matter has been resolved.

Deviations and authorisations

40. It may be agreed by collective agreement that holiday in accordance with section 38 may be taken in the following holiday year instead, cf. however section 13 (5). Similarly, the provisions of section 19 (2)-(4) and section 30 (4) apply.

41. The Agency Director lays down provisions on when an employee cannot take his holiday due to special circumstances, cf. section 38.

(2) The Agency Director lays down provisions on the payment to the employee of holiday allowance, pay during holiday or holiday supplement that are covered by sections 36 and 38.

42. Before 1 September 2005 and before 1 September every 3rd year, the Agency Director determines the share of the amounts referred to in section 36 that are to be transferred to the treasury.

(2) The Agency Director lays down rules on payment of the treasury's share of the amounts referred to in section 36, including rules on interest payment in case of late payment. The Agency Director also lays down rules on payments to the employee of the treasury's share of the payments under section 41 (2).

PART 7

Control with payment of unclaimed holiday allowance, collection and disclosure of information, documentation and electronic communications

43. To enable the control this Act, FerieKonto and the Agency Director may collect information from employees and employers and their organisations, public authorities, unemployment funds, the Danish Employees' Guarantee Fund, ATP, the person in charge of the administration of amounts falling within section 36 (2) and the Labour Market Holiday Fund, including information in electronic form,

- (i) relating to persons who have been employed by a specific employer;
- (ii) relating to employers with whom a specific employee has been employed;
- (iii) relating to the periods in which a specific employee has taken holiday;
- (iv) relating to the date when an employee has retired from a specific employer;
- (v) relating to the period and extent of the employment of a specific employee;
- (vi) relating to the pay received by a specific person;
- (vii) relating to the social benefits that have been paid to a specific person;
- (viii) relating to unclaimed holiday allowance or unpaid pay during holiday or holiday supplement, including payments described in section 34 a or 34 b;

(ix) relating to important notices in respect of the demand for and supervision of payments into FerieKonto;

(x) relating to important notices in respect of the supervision of the payment of holiday allowance, pay during holiday and holiday supplement to persons, cf. sections 34 a or 34 b, including written declarations from persons; and

(xi) relating to accounting information, etc. of importance to the control with the person in charge of the administration of amounts that fall within section 36 (2).

(2) The information in subsection (1) can also be used to determine the share of the treasury of the amounts in section 36 and to coordinate public registers for control purposes.

(3) The Agency Director lays down rules on gathering and storing information that fall within this provision, including rules on electronic access to information stored in the income register, cf. section 7 of the income register act.

(4) For the purpose of administering this Act, the Agency Director may be granted access to the information in the income register, cf. section 7 of the income register act.

(5) Subsection (4) covers all information on income, remuneration and employment period, holiday etc. with regard to collection, payment and control, including information on the identities of the employer or the employee. The information may be coordinated and compared to establish whether the reporting of information on and employers' payment of holiday allowance and the payment of holiday allowance to employees are performed in pursuance of this Act and provisions that are issued under this Act.

43 a. The Agency Director may lay down rules on the use of electronic communications, if any, between employees, employers, the persons in charge of administering the holiday allowance in accordance with section 31, FerieKonto, the Labour Market Holiday Fund, the persons in charge of the administration of amounts covered by section 36 (2), the Agency for Labour Market and Recruitment and the National Social Appeals Board's Employment Committee.

43 b. Every year, the Labour Market Holiday Fund requests not more than 150 randomly selected companies that settle unclaimed holiday allowance, pay during holiday and holiday supplement to the fund to submit an auditor's statement or document stating the correct payment into the fund within a reasonable period of time.

(2) The usual expenses for the auditor's statement under subsection (1) shall be borne by the Labour Market Holiday Fund.

(3) Companies that pay unclaimed holiday allowance, pay during holiday and holiday supplement to a private holiday fund, cf. section 36 (2), shall submit an auditor's statement on correct payment into the fund once a year. The auditor's statement shall be submitted on a form from the Agency Director.

43 c. FerieKonto may pass on information electronically to recognised employment funds, Udbetaling Danmark and municipal and government authorities on earned holiday, earned holiday allowance, time of planned holiday and payment of holiday allowance.

(2) The Agency Director may lay down rules on the passing on of information in accordance with subsection (1), including rules on the passing on of information in electronic form.

(3) The Agency Director may lay down rules on payment by the unemployment funds, Udbetaling Danmark and municipal and government authorities for access to the information from FerieKonto.

43 d. FerieKonto may collect information on holiday allowance from the income register. In cases where sections 27 a and 29 (2), cf. section 30 a, are deviated from, the Agency Director may lay down rules stating that holiday allowance information shall be submitted to FerieKonto on an ongoing basis.

(2) For each employee, FerieKonto may provide information on holiday allowance and process requests for payment electronically.

(3) For employers who do not pay holiday allowance to FerieKonto, the Agency Director may lay down rules on the employers' payment for the administration of FerieKonto in accordance with subsections (1) and (2).

PART 8
Powers and complaints procedure

44. The Agency Director decides on disputes between employees and employers concerning the right to holiday, holiday allowance and pay during holiday or holiday supplement, unless the matter is covered by a collective agreement.

(2) The Agency Director may refuse to decide on disputes

(i) that are resource intensive or require the actual production of evidence;

(ii) in which the claim for holiday allowance is only part of a larger claim; or

(iii) which are the subject matter of settlement negotiations between the parties.

(3) Regardless of whether the matter is governed by a collective agreement, cf. subsection (1) and section 4 (3), decisions under subsections (4) - (10) must be made by the Agency Director.

(4) The Agency Director shall decide on an employee's right to holiday under section 7 if requested by another public authority or a recognised unemployment fund or if warranted by special circumstances.

(5) The Agency Director decides whether an employee who is prevented from taking his holiday, cf. section 38, may receive his holiday allowance, pay during holiday or holiday supplement once the amount has been paid into the Labour Market Holiday Fund or for other holiday purposes, cf. section 36 (2).

(6) The Agency Director decides on disputes concerning the payment of default interest, cf. sections 28 (2), 36 (4) and 42 (2).

(7) The Agency Director decides on disputes relating to statute-barring under section 35 and the payment of amounts that in accordance with section 36 shall be paid to the treasury or the Labour Market Holiday Fund or which shall be used for other holiday purposes, cf. section 36 (2).

(8) The Agency Director shall decide on the payment of amounts under section 34 b (3) or amounts that under section 36 have been paid

to the treasury or the Labour Market Holiday Fund or have been used for other holiday purposes, cf. section 36 (2). However, the Labour Market Holiday Fund or a private holiday fund, cf. section 36 (2), may pay any unclaimed holiday allowance if the holiday has been taken in the holiday year, cf. however section 35 (1). The fund must repay the holiday allowance to an employer if the employer proves that the holiday allowance was paid into the fund by an error. In case of a dispute between the fund and the employee or the fund and the employer, the Agency Director shall decide on such payment.

(9) The Agency Director shall decide on the payment of holiday allowance, pay during holiday or holiday supplement into the Labour Market Holiday Fund, cf. section 37.

(10) The Agency Director decide on the administration of the amounts earmarked other holiday purposes, cf. section 36 (2), and on the payment of these amounts into the Labour Market Holiday Fund in cases where the Agency Director cannot adequately verify that the funds of the Labour Market Holiday Fund are used in accordance with the purpose.

(11) The Agency Director may delegate the decision-making powers vested in the Director under subsections (1) - (10) to FerieKonto. The Agency Director may also delegate other tasks to FerieKonto, such as the supervision of holiday funds other than the Labour Market Holiday Fund and the administration of the holiday agreement between Germany and Denmark.

45. The decisions made by the Agency Director and FerieKonto under section 44 (11) may be brought before the Employment Committee of the National Social Appeals Board by the person affected by this decision, within 4 weeks after the parties to the case have been notified of the decision. Decisions made under section 44 (10) cannot, however, be submitted to another administrative authority.

(2) The complaint must be submitted to the public authority having made the decision for review thereof. If the public authority maintains its decision in full or in part, the complaint shall be referred to the Employment Committee of the National Social Appeals Board,

and at the same time, the parties to the case will be notified. The decisions of the Employment Committee of the National Social Appeals Board cannot be submitted to another administrative authority.

PART 9
The Labour Market Holiday Fund

46. The Labour Market Holiday Fund is an independent institution.

(2) The funds of the fund are composed of interest and other return on capital as well as amounts that go to the fund in compliance with this Act.

(3) The funds of the fund are used for holiday purposes for employees, including in particular through the support of institutions or organisations that provide holiday opportunities for employees.

(4) The Minister for Employment appoints the board of directors of the fund, including its chairman. The board of directors is appointed for terms of 3 years.

(5) The capital available to the fund at 1 July 1974 shall remain untouched. However, the Minister for Employment may under special circumstances decide to use the capital for the granting of loans.

(6) The financial statements of the fund shall be audited by at least 2 auditors, of whom at least 1 shall be a state-authorized public accountant. The board of directors appoints the auditors for terms of 3 years, but may at any time withdraw the appointment.

(7) After approval by the board of directors, the audited financial statements shall be submitted to the Minister for Employment.

(8) The Minister for Employment shall lay down the articles of association of the fund.

PART 10
Penalty provisions

47. An employer who, without reasonable grounds, fails to pay holiday allowance or pay during holiday and holiday supplement in spite of a demand to this effect shall be punishable by a fine.

(2) Companies, etc. (legal entities) may incur criminal liability under the provisions of Part 5 of the Criminal Code.

(3) Persons who do not comply with an order under section 43 b (1) shall be punishable by a fine.

(4) The failure to comply with the rules and regulations issued under this Act may be subject to punishment by a fine.

PART 11

Commencement and transitional provisions

48. This Act becomes effective on 1 January 2001. However, section 45 (3) will come into force on 1 October 2000.

(2) Section 45 (1) and (2) applies to decisions made by the Agency Director after 31 December 2000.

(3) The provisions in sections 12, 14, 17 (2), 19, 20 (1), 21 (1) and 23 (4) shall apply to holiday earned after 31 December 2000.

(4) The provision in section 8 applies to holiday taken on 1 May 2002 or later. The provision in section 9 applies to training contracts concluded on 1 May 2002 or later.

(5) The right to paid holiday on the basis of training contracts concluded before 1 May 2002, cf. section 7 of the Holiday Act, see Consolidation Act No. 538 of 25 June 1999, is maintained, and the number of earned untaken days of holiday will be converted proportionately from a 6-day week to a 5-day week.

49. The Holiday Act, see Consolidation Act No. 538 of 25 June 1999, is repealed on 1 January 2001, but cf. subsection (2).

(2) However, the provisions in section 8 (1), 9 (1) - (4) and section 17 b will not be repealed until 30 April 2002 and will apply to holiday earned before 1 January 2001. The provisions of sections 6 a and 7 will be repealed on 30 April 2002.

(3) Executive orders issued under the Holiday Act, see Consolidation Act No. 538 of 25 June 1999, remain in force until amended or repealed by an executive order issued under this Act.

(4) Disputes concerning holiday earned before 1 January 2001 shall be decided in accordance with the previous rules.

50. This Act shall not extend to the Faroe Islands and Greenland.

Act No. 133² of 20 March 2002 which amends section 32 of the Act includes the following commencement provision:

2. This Act becomes effective the day after its publication in the Danish Law Gazette³. The Bill may receive the Royal Assent immediately upon adoption.

Act No. 1039⁴ of 17 December 2002 which amends section 32 includes the following commencement provision:

2. This Act becomes effective on 1 January 2003.

Act No. 1200⁵ of 27 December 2003 includes amendments concerning sections 4, 11, 19, 23, 35, 36, 37, 38, 41, 42, 43, 44 and insertion of section 34 a - c and section 43 a, includes the following provisions on commencement:

2. (1) This Act becomes effective on 1 January 2004. However, section 1 No. 19 shall not become effective until 1 January 2005. The

² Concerning interest yield of Feriekonto

³ Act No. 133 of 20 March 2002 was published in the Danish Law Gazette A on 21 March 2002

⁴ Concerning interest yield of Feriekonto

⁵ Concerning payment of uncashed holiday allowance

provisions laid down in sections 1 (v-x), (x), (xii-xiii) and 24 shall apply to holiday earned after 31 December 2001.

(2) Holiday transferred under section 19 subsection 5 by agreement entered into before 1 January 2004 shall be taken according to the former rules.

(3) Out of the statue-barred claims and uncashed holiday allowance, cf. section 36 (1) and (2) of the Act concerning the qualifying year 2002, 74 per cent shall accrue to the Treasury and 26 per cent to the Labour Market Holiday Fund. If permission has been granted under section 36 (3) of the Act to use uncashed holiday allowance for other purposes, the 26 per cent shall accrue these other purposes instead of the Labour Market Holiday Fund.

Act No. 1202⁶ of 27 December 2003 which amends section 32 of the Act includes the following provision on commencement:

2. This Act becomes effective on 1 January 2004.

Act No. 1420⁷ of 22 December 2004 which amends section 32 of the Act includes the following provision on commencement:

2. This Act becomes effective on 1 January 2005.

Act No. 428⁸ of 6 June 2005, which amends section 26 (1) of the Act includes the following provision on commencement in section 125:

125 (1). The Act becomes effective the day after the announcement in the Official Gazette⁹. Section 69, however, comes into force no

⁶ Concerning interest yield of Feriekonto

⁷ Concerning interest yield of Feriekonto

⁸ Consequential amendment due to the municipal reform

⁹ Act No. 428 of 6 June 2005 was published in Official Gazette A on 25 October 2007

earlier than at the time or times scheduled by the Minister of Taxation as the date of commencement of the Act on taxation of seafarers or the relevant parts of the act in question, cf. section 17 of the Act.

(2). The Act becomes effective on 1 November 2005. However, section 70 (i) and section 104 become effective on the date of commencement of the Act.

(3). Omitted.

Act No. 404¹⁰ of 8 May 2006 which amends section 43 (3) of the Act and insertion of section 43 (4) and (5), includes the following provision on commencement:

23 (1). Becomes effective on 1 January 2007.

(2). Sections 2-6, 7 (ii), 8-13, 17 (xxiv), 18-21 and 22 (i-ii), (iv) come into force on 1 June 2006.

(3). (Omitted).

Act No. 1235¹¹ of 24 October 2007 which amends section 26 of the Act includes the following provision on commencement in section 14:

14 (1). The Act comes into force the day after the announcement in the Official Gazette¹² and applies from and including the income year 2008, cf. however subsections 2-4.

(2). Subsections 2-6 (Omitted)

Act no. 480¹³ of 17 June 2008 which amends section 32 of the Act includes the following provision on commencement in section 2:

¹⁰ Consequential amendment due to an income register act

¹¹ Concerning lower tax on labour

¹² Act No. 1235 of 24 October 2007 was published in the Official Gazette on 25 October 2007.

¹³ Concerning interest yield of Feriekonto

2. The Act becomes effective on 1 July 2008.

Act No. 482¹⁴ of 12 June 2009 which amends sections 43 a and 45 of the Act includes the following provision on commencement in sections 14 and 15:

14 (1). The Act becomes effective on 1 August 2009, cf. however subsections 2-6.

(2)-(7). Omitted.

15 (1). All pending cases before the Labour Market Appeals Board and for which no final administrative decision has been made as at 31 July 2009 shall be transferred to the Employment Committee Appeals Board as at 1 August 2009.

(2) The present members of the Employment Committee continue on the committee until 31 May 2010 provided they comply with the appointment provisions, cf. section 59 c (3) of the act on the rule of law and social administration as inserted in section 12 (vi) of this Act. The Minister of Employment may decide that further members be appointed to the Employment Committee after 1 August 2009 and for the remaining appointment period. As at 1 June 2010 all members of the Employment Committee shall be newly elected in pursuance of section 59 c, (2) of the act on the rule of law and social administration as inserted in section 12 (vi) of this Act.

(3)-(8). Omitted.

Act No. 702¹⁵ of 25 June 2010 amending sections 3, 11, 22, 30-34, 34 b, 34 c, 35-37, 41-43, 43 a, 44 and 45, includes the following provision on commencement in section 4:

¹⁴ The joining of the Labour Market appeals board and Employment Committee appeals board, financing of unemployment benefit, guidance duty of the unemployment fund and municipal control, etc.

¹⁵ Concerns the prevention of speculation possibilities and reporting holiday to FerieKonto through the income register.

4 (1). The Act becomes effective on 1 July 2010, cf. however subsection 2.

(2). The Minister for Employment and Business together with the Minister of Employment and the Minister of Taxation determine the time of commencement of section 3¹⁶

(3). Section 30 (6) of the Holidays Act as laid down in section 1 (iii) of this Act does not apply to salaried employees who complied with the conditions of payment under section 30 (1) of the Holidays Act before 1 July 2010. Salaried employees covered by the first sentence must have requested payment of the holiday allowance under section 30 (1) of the Holidays Act from the employer, Feriekonto, or the authority administering the holiday allowance in compliance with section 36 (3) of the Holidays Act no later than on 1 January 2011, cf. however section 41 (2) of the Holidays Act or the right to payment under section 30 (1) of the Holidays Act is forfeited.

Act No. 320¹⁷ of 15 April 2011, as amends sections 4, 16, 19, 21, 23, 24, 26, 28, 30, 31, 32, 33, 34 b, 34 c, 35, 36, 40, 41, 42, 43, 43 a, 43 b, 43 c, 44, 45 and 47 includes the following commencement provisions in section 4:

4 (1). The Act becomes effective on 1 May 2011.

(2). Section 1 (ii) and (iii) only applies to releases informed after 1 May 2011.¹⁸

(3). Section 1 (iv) and (vi) only applies to agreements on the qualifying year 2010 and onwards.¹⁹

(4). Section 1 (v) applies to agreements on the qualifying year 2009 and onwards.²⁰

¹⁶ Commencement date not yet set.

¹⁷ Concerns the control of the employer's recording of uncashed holiday allowance, passing on of information from FerieKonto, taking of holiday in a period of release, statute of limitation, etc.

¹⁸ Concerns holiday in periods of release.

¹⁹ Concerns transfer of holiday over 20 days.

²⁰ Concerns transfer of holiday over 20 days.

(5). Section 1 (xxv) applies to the qualifying year 2009 and onwards.²¹

(6). Section 1 (xxxix) and (xxxv) applies to control of holiday allowance relating to the qualifying year for 2010 and onwards.²²

Act No. 326²³ of 11 April 2012 amending section 43 c of the Act includes the following commencement provision in section 25:

25 (1). The Act becomes effective on 1 October 2012, cf. however sections 2-4.

(2) - (4). (Omitted).

Act No. 377²⁴ of 28 April 2012 amending sections 1, 13, 20, 22, 29 - 30, 32-33, 34 a, 40, 43, 44 and insertion of sections 2 a, 27 a, 30 A and 43 d include the following commencement provisions:

3 (1). The Act becomes effective on 1 May 2012, cf. however section 2.

(2). The Minister of Employment determines the time of commencement of section 1 (vii) and (viii) and section 2.²⁵

Ministry of Employment, 22 February 2013

Mette Frederiksen

/Søren Balslev

²¹ Concerns statute of limitations.

²² Concerns control of payment of uncashed holiday allowance to the Labour Market Holiday Fund or other holiday purpose.

²³ Concerns amendments made due to the establishment of Udbetaling Danmark.

²⁴ Concerns replacement holiday for sickness during holiday, simultaneous holiday for help in private households and persons covered by the research tax scheme and recording to the income register, etc.

²⁵ Concerns recording of holiday allowance for employers who do not make payments to FerieKonto and request for payment of holiday allowance is to be directed at FerieKonto.

Annex 2

TEKNIQ does not issue holiday cards.

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

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 industry collective agreement.

Pension

Employees employed in accordance with the plumbing industry 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 1 January 1993 for employees in the construction industry.

Age and seniority requirements

The employer must pay pension contributions for employees who are 20 years or 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.

Apprentices

Apprentices are not covered by the pension scheme.

Employees who being 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.

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 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.

(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.

(3). The assessment of the value of labour must be based on an overall assessment of relevant qualifications and other relevant factors.

Section 1a. 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.

(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.

(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.

(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 2a. 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).

(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, paragraph 1 only applies if the employee proves actual circumstances that give rise to a presumption that the dismissal is in violation of subsection (1).

(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.

(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.

(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.

(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.

(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.

(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 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 directive on working hours, 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 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

The parties agree that an agreement on senior schemes can be concluded on the basis of the below terms, on the condition that the savings can be secured in the event of bankruptcy.

Thus, the scheme does not enter into force before there is a guarantee that LG covers the accumulated funds and that TEKNIQ guarantees any receivables, see Section 17(8).

Therefore, the parties agree that when the above conditions are documented, an agreement will be concluded that senior agreements can be concluded 3 months later.

After this time, senior agreements can be concluded on the following conditions:

Up to 5 years before the calendar year in which the employee goes on state pension, it can be agreed in writing locally that, from the pension contribution of 12%, see Section 4(1)(a), up to 10% can be saved up in the employee's public holiday account.

In the calendar years where the public holiday compensation is earned, it can also be agreed to reduce to the working hours or to hold additional extra holidays. The number of extra holidays may cause the public holiday account to go into a deficit.

Advance public holiday compensation is paid in accordance with the provisions of Section 17(2).

Existing senior scheme agreements will continue unchanged.

Index

1 May	31, 60
Apprentices	66
Adoption	26
Adult apprentices	58, 60, 61, 62
Apprentice	19, 29, 53, 78, 115, 132
Arbitration	76, 77
Arbitration meeting	75
ATP	11, 56
Barsel	26
Branch	12, 70
Child's hospitalisation	28, 40, 62
Child's illness	28, 62
Christmas Eve	31, 60
Chronic illness	24
Circumvention	126
Compensation	20, 49, 64, 72
Constitution Day	11, 31, 60
Continuing training	4, 21, 33, 35, 40, 49, 66
Cooperation	33, 48, 56, 66, 68, 117
Danish Employers' and Salaried Employees' Act	47, 48, 49, 50
Danish Holidays Act	29, 30, 50, 60, 61
Days holiday	29
Deadlines	76
Department	70
Disagreement	75
Dismissal	17, 66, 71, 72
Disparity	6
Disputes	48, 51
Duration	18, 50, 57
Duration of the collective agreement	79
Election of trade union representative	70
Employment based on the terms and conditions of a permanent position	47
Equal Pay Act	8, 122
Equal pay board	129, 131
EU directive	13
Extra holidays	30, 31, 32, 50, 53, 60
Failure to provide notice	19
Foreign employees	4, 5
Foreign workers	5
Guarantee	29, 32
Gurantee	61
Health insurance	10

Holiday card	29, 61, 114
Holiday pay	29, 50, 61
Holiday period	29
Hourly wages	6, 11, 15, 19, 23, 25, 26, 28, 47, 48, 49, 50, 54, 55, 61, 62
Illness	20, 23, 24, 25, 26, 28, 40, 48, 49, 50, 61, 62, 63
Implementation	4, 8, 122, 125, 129
Index	134
Industrial arbitration	76
Industrial disputes	6, 38, 52, 73, 77
Infirmity	38
Injury	20, 24, 25, 29, 38, 40, 63
Lack of work	19
Local agreement	3, 58, 73
Local negotiations	73, 75
Mediation meeting	73, 75
Minimum payment	63
Minimum wage	53
Minutes	75
Monthly pay	48, 49, 50
National schedule of wages	133
New Year's Eve	31, 60
Night work	125
Normal working hours	20, 58, 62
Notice	17, 18, 19, 20, 49, 52, 63, 72, 73
Notice of time off in lieu	17
Objection against election of trade union representative	70
Occupational-related illness	25, 40
Off-site work	28, 46, 49
Organisation meeting	47, 48, 73, 75
Orientation	66
Overtime	12, 16, 17, 49
Parental leave	26, 27, 40, 50, 61
Pay conditions	6
Pay period	16, 17
Pay regulation	48
Payment of wages	11, 17, 32
Pension	9, 10, 11, 21, 48
Physical or mental disability	36, 37
Piecework surplus	11
Practices	73
Profit	54
Public holiday	24, 31
Qualifying year	29
Reduced ability to work	10
Reduced working hours	38
Rehiring	19
Remaining holiday	29, 30, 60
Remuneration	69

Right to take proceedings	6, 38, 66
Safety footwear	63, 121
Savings account	50, 51
Schedule of wages	133
Seniority	9, 19, 22, 23, 24, 26, 28, 40, 47, 48, 70, 115
Service supplement	6, 132, 133
Social chapters	37
Social dumping	127
Staggered working hours	12, 18
Standby shifts	14, 15, 49
Subcontracts	128
Supplement for changing worksites	8, 23, 25, 26, 28
Surplus	11
Termination	19, 20, 21, 40, 48, 49, 52, 63, 64, 72, 73, 79, 133
Tools	20
Trade union representative	12, 14, 17, 20, 40, 70, 71, 72, 73
Trade union representative rules	48, 70
Training	4, 21, 28, 33, 35, 40, 66, 71
Training funds	36
Transport	59, 60, 64
Travel time	58
Travel work	25, 26, 28, 41, 42, 43, 44, 45
Unemployment rate	17
Varying weekly working hours	13
Ventilation area	120
Voluntary continuing training	40
Wage specification	11
Wage system	6
Wages	6
Weekly working hours	13
Welfare measures	8, 39
Work sharing	12, 119
Work stoppage	77
Working environment committee	117, 118