

# COLLECTIVE AGREEMENT

Multisectoral collective  
agreement

2025-2028

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The Danish Christian Employers' Association and Krifa





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# **GENERAL COLLECTIVE AGREEMENT**

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# GENERAL COLLECTIVE AGREEMENT

## Chapter 1 The Collective Agreement

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### § 1 Coverage area

This collective agreement is nationwide and applies to employees employed in companies that, through their membership of The Danish Christian Employers' Association (Kristelig Arbejdsgiverforening), hereinafter KA, are bound by the collective agreement.

### § 2 Master Agreement

This collective agreement is subject to the Master Agreement between KA and the Christian Union of Workers, hereinafter Krifa.

### § 3 Structure of the Collective Agreement

#### Sub. 1 Content of the Collective Agreement

The collective agreement consists of a General Collective Agreement and sectoral collective agreements.

#### Sub. 2 Options for Exemptions

Certain provisions of the collective agreement may be waived by local agreement. § 48, sub. 2 of the General Collective Agreement and the individual sectoral collective agreements specify which provisions may be waived.

### § 4 Duration of the General Collective Agreement

The collective agreement enters into force on 1 March 2025 and can be terminated no earlier than 1 March 2028.

# Chapter 2 Employment and employment certificates

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## § 5 Employment certificate

### Sub. 1 Purpose of the agreement

KA and Krifa have entered into the following agreement on employment certificates, according to Law No. 501 of 16 May 2023 on employment certificates and certain working conditions.

### Sub. 2 Issuance of employment certificates

The employer must prepare an employment certificate or other written documentation at the commencement of employment where the agreed or actual working time amounts to more than an average of three hours per week in a reference period of four consecutive weeks.

The obligation to prepare an employment certificate or other written documentation also applies when a guaranteed amount of paid work has not been agreed before the commencement of employment.

The obligation also applies to the employment of on-call temporary workers who cannot be unilaterally assigned work by the employer, where the agreed or actual working time amounts to more than an average of three hours per week in a reference period of four consecutive weeks.

The employer must provide the employment certificate or other written documentation regarding the key information about the employment no later than seven calendar days after the employment has commenced.

If the employment commenced before 1 July 2023 and is still ongoing, the employer must prepare and provide an employment certificate or other written documentation no later than six weeks after the employee has requested it.

If there is a change in the circumstances referred to in sub. 3, the employer must, at the earliest opportunity and no later than the date on which the changes take effect, provide the employee with written notification of this. This does not apply where changes occur as a result of amendments in laws, collective agreements, etc.

### Sub. 3 The employer's duty to inform

The documents referred to in sub. 2 must contain all essential information about the employment, including the following details as a minimum:

1. The name and address of the employer and the employee, as well as the employer's CVR number.
2. The location of the workplace or, if there is no fixed workplace or place where the work is mainly carried out, information indicating that the employee is engaged at various locations, and the address of the head office or the employer.
3. A description of the work or indication of the employee's title, rank, position or job category.

4. The commencement date of the employment.
5. The expected duration of the employment, where it is not indefinite.
6. When dealing with temporary workers, the identity of the client companies as soon as it is known.
7. The duration and terms of any probationary period.
8. The duration of the paid absence to which the employee is entitled.
9. The duration of the employee's and employer's notice periods or the rules regarding them.
10. The applicable or agreed wage to which the employee is entitled at the start of the employment, along with supplements and other wage components not included therein, for example, pension contributions and any living expenses. Additionally, information must be provided about the payment terms.
11. The normal daily or weekly working hours and any arrangements for overtime and overtime remuneration, and, where relevant, arrangements for shift changes.
12. If the work pattern is entirely or predominantly unpredictable, notification regarding
  - a. the principle that the work schedule is variable, the number of guaranteed paid working hours and payment for work performed beyond these guaranteed hours,
  - b. the reference hours and days during which the employee may be required to work, and
  - c. the minimum notice period to which the employee is entitled before commencing a work assignment, and any deadline for cancelling the work assignment.
13. The right to any training that the employer may offer.
14. Indication of which collective agreement regulates their employment status. If the collective agreement was entered into by parties outside the company, it must also be indicated who the parties to the collective agreement are.
15. Where it is the employer's responsibility, the identity of the social security institutions receiving the social contributions linked to the employment, and any social security protection provided by the employer.

Apart from the information mentioned in sub. 3, numbers 1-6, 12 and 14, the obligation to inform the employee about the essential terms of the employment is deemed to have been fulfilled if the documents mentioned in sub. 2 refer to laws, administrative provisions, statutory provisions or collective agreements that apply to the conditions in question.

The employer is obliged to provide the collective agreement and local agreement, if any, if requested by the employee.

#### **Sub. 4 Lack of employment certificate**

If the employer has not provided the documents referred to in sub. 2 within seven calendar days after commencing employment, a claim for compensation may be made.

### **Sub. 5 Incomplete employment certificate**

If the employer has issued an incomplete employment certificate, the deficiencies must be reported to the employer. The employer is then obliged to provide an amended employment certificate no later than 14 days after the issue is raised. If the employer does not comply with applicable regulations within the specified time limit, a claim for compensation may be made.

### **Sub. 6 Unfavourable treatment**

An employee who believes that they have been dismissed or subjected to measures with equivalent effect due to exercising their rights under this protocol may request a written justification for the dismissal or the measure in question from the employer.

An employee who is subjected to unfavourable treatment for exercising their rights under this protocol or has lodged a complaint with the employer about failure to comply with the duty to ensure these rights, may be awarded compensation.

If an employee can demonstrate factual circumstances that give rise to the presumption of dismissal or measures with equivalent effect due to exercising their rights under this protocol or lodging a complaint with the employer about non-compliance, it is the employer's responsibility to prove that the dismissal or measures with equivalent effect are not justified by these circumstances.

### **Sub. 7 Compensation level**

Compensation is determined according to the circumstances of the case, in accordance with case law, and may exceptionally exceed DKK 25,000.

## **§ 6 Employment similar to salaried employment**

### **Sub. 1 Entering into an agreement**

Where the employer and employee agree, it is recommended that non-salaried employees be placed in salaried-like employment agreements.

Agreements regarding salaried-like employment must be in writing.

### **Sub. 2 Length of service**

An employee's length of service as a salaried employee is calculated from the time the salaried-like employment agreement comes into effect.

### **Sub. 3 Termination rules**

The employee's legal position upon termination must not be impaired by transition to salaried-like employment.

Claims for compensation related to termination cannot be less than the provisions of the collective agreement or what has been individually agreed between the employer and the employee.

#### **Sub. 4 Public holidays**

Employees with salaried-like employment receive full pay on public holidays and other days off. This provision replaces the collective agreement's terms on payment for public holidays.

#### **Sub. 5 Other provisions**

Employees with salaried-like employment will, with this agreement, be covered by the following provisions of the Danish Salaried Employees Act as a minimum:

- § 2 Notice periods
- § 2a Severance compensation
- § 2b Compensation for unfair dismissal
- § 3 Breach of agreement by the employer
- § 4 Breach of agreement by the employee
- § 5 Sickness pay
- § 8 Survivor benefits
- § 16 Freedom to seek other work during the notice period

#### **Sub. 6 Termination of individual agreement**

If either the employee or the employer wishes to be released from salaried-like employment, this can be done with the applicable notice period.

An existing agreement on salaried-like employment may be changed without notice by mutual agreement.

### **§ 7 Part-time employees**

Employment of part-time employees must not result in full-time employees having their working hours reduced. A dismissal must not be based on the employee's request for reduced working hours.

### **§ 8 Fixed-term employment**

#### **Sub. 1 Definition**

Fixed-term employment is defined as employment for a specific period, event, or task. The provisions of the collective agreement apply to fixed-term employment in the same manner as to indefinite employment.

#### **Sub. 2 Extension of fixed-term employment**

An extension of fixed-term employment can generally only occur in the following instances:

- a. In cases of unforeseen absence (e.g. illness, pregnancy, parental leave, leave of absence or civic duty).
- b. In the case of a fixed period or defined task.
- c. As necessary for the resolution or improvement of the originally assigned task.

## **§ 9 Casual employees**

### **Sub. 1 Definition**

Casual employees are those who are employed occasionally on a day/hour basis, without an agreement for employment exceeding two days. This can involve relief workers, on-call staff, etc., depending on the field.

The provisions of the collective agreement apply to casual employees in the same manner as to permanent employees.

### **Sub. 2 Length of service**

Length of service is calculated by the number of days employed by the company in question. If employed as a casual employee with the same company for more than eight hours per week on average over three months, length of service is calculated from day one, as for permanent employees.

## **§ 10 Students**

### **Sub. 1 Purpose**

KA and Krifa encourage KA members to participate in the general education of students.

### **Sub. 2 Vocational education students**

The pay and employment terms of vocational education students are regulated under the Danish Vocational Education Act.

### **Sub. 3 Basic vocational education students**

The pay and employment conditions of basic vocational education students are regulated according to this collective agreement, cf. § 6, sub. 2 of the Basic Vocational Education Act.

# Chapter 3 Pay conditions

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## § 11 Pay provisions

### Sub. 1 Minimum pay rates

Refer to the sectoral collective agreement.

### Sub. 2 Personal pay

The personal pay is agreed based on a systematic employee performance review. An individual performance review is conducted at least once annually.

Individual pay must reflect the employee's qualifications, performance, role content, job flexibility, responsibility and training.

Individual pay must be negotiated and set in accordance with the principles of the Equal Pay Act. An employee is entitled to negotiate with the employer if their pay significantly deviates from the pay level for comparable employee groups at the company or similar companies in the industry.

A local agreement on collective wage-setting may be entered into according to the rules in § 48.

### Sub. 3 Full pay

Full pay refers to the personal wage including supplements related to working hours.

### Sub. 4 Gross pay

An individual employee's pay can be set as a gross wage. A gross wage means that personal pay is increased with a supplement ensuring the same payment for all hours worked, regardless of any working hours supplement that would be given for part of the hours under the collective agreement.

If pay is set as a gross wage, both the personal pay and the gross pay must be specified in the employment certificate.

When determining gross pay, account must be taken of any supplements the employee is entitled to. All working hours-related supplements can be included in the gross wage, except:

- Supplements for payment of excess hours, cf. § 15, sub. 3
- Supplements for late notice, cf. § 15, sub. 8
- The sectoral collective agreement's supplement for availability outside of working hours
- The sectoral collective agreement's supplement for split shifts

The gross wage is set for the calendar year unless another period is agreed on with the individual employee. The period may be up to one year.

### **Sub. 5 Performance-based pay**

An agreement on performance-based pay can be established. Performance-based pay agreements must be in writing and may be entered into with the individual employee or under the rules for concluding local agreements, cf. § 48.

### **Sub. 6 Fixed salary agreement**

Fixed salary agreements can be concluded with senior employees as well as with those employees who are largely able to organise both their work and working hours themselves.

The concept of a fixed salary agreement implies that while no fixed number of hours is agreed upon, the expected time commitment and presence are agreed and determined based on the content and nature of the position, taking the regulations set by working environment legislation into account. Since there is no agreed-upon fixed number of hours, the job description must be included in the employment contract. Time off in lieu is not available unless otherwise agreed. Similarly, the value of paid days off, according to § 27, cannot be claimed if not taken. Pay is agreed upon on the conditions set out above.

## **§ 11A Collective agreement supplement**

The collective agreement supplements are based on holiday-eligible pay. The supplement is paid out with each pay period and must be stated on the payslip.

From 1/3 2025	3.75%
From 1/6 2025	4.25%
From 1/6 2026	5%
From 1/6 2027	6%

## **§ 12 Wage payment**

### **Sub. 1 Wage payment**

The pay period must not exceed one month. If wages are paid monthly, the wage must be available on the last working day of the month. In all circumstances, payment must be made such that wages are available on a weekday no later than two weeks after the end of the pay period.

### **Sub. 2 Wage specification**

The payslip or an accompanying attachment must specify how the amounts paid and the allocations are calculated.

## **§ 13 Payment for public holidays**

### **Sub. 1 Payment for public holidays**

The purpose of payment for public holidays is to ensure employees maintain a steady income, avoiding significant income reductions during periods with public holidays.

Employees employed in companies where wages and working hours are reduced on public holidays for the relevant sectoral group are entitled to this payment – however, special rules apply to employees covered by the sectoral collective agreements for Trade and Service.

Schemes cannot be created where employees are required to work additional hours on other days during periods with public holidays for the sole purpose of evading payment.

### **Sub. 2 Wages on public holiday days (SH-days)**

The employer is to pay full wages on SH-days, equivalent to what the employee would have earned had the day not been an SH-day.

### **Sub. 3 Alternative arrangements**

The employer may choose to incorporate the payment for public holidays into the wages of other days, at a rate of 3.56% of the employee's holiday-eligible pay.

Alternatively, the employer may opt for a savings scheme whereby 4.0% of the employee's holiday-eligible pay is saved in a special account, pursuant to sub. 4. If the savings scheme is selected, the holiday allowance will not be calculated from the payment for public holidays.

### **Sub. 4 Savings scheme**

Employers who have opted for a savings scheme advance an amount of DKK 1,000.00 per public holiday for full-time employees over 18 years of age, and DKK 500.00 for full-time employees under 18 years of age. For employees with different working hours, the advance payment is calculated pro rata.

Basic Vocational Education (EGU) and Basic Integration Education (IGU) students receive an advance payment of DKK 600.00 per public holiday for full-time employees. For other working hours, the advance payment is calculated pro rata.

Employees are entitled to these advance payments, regardless of whether they have been accumulated, provided that there is provision for offsetting against any outstanding wages in the event of termination.

The disbursement of advance payments occurs in the payroll period in which the relevant public holiday falls.

Advance payments are provided for public holidays that fall on weekdays, but not when they fall on Saturdays or Sundays, when work is not typically conducted.

### **Sub. 5 Special conditions regarding the savings scheme**

To receive advance payments, it is a requirement that the employee attends work on the last working day before or the first working day after the public holiday.

Documented illness not attributable to the employee, or the employer's authorisation of an absence, is considered as fulfilment of this requirement.

### **Sub. 6 Account statement**

The employee's public holiday account is calculated at the end of the calendar year. Any surplus in the account must be paid no later than with the January wage payment.

### **Sub. 7 Resignation**

Upon resignation during the year, the accumulated public holiday account will be paid with the final wage payment. If more has been paid out than saved by the end of employment, this deficit will be deducted from the final wage payment.

# Chapter 4 Occupational pension

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## § 14 Pension scheme

### Sub. 1 Purpose

The purpose of the pension scheme is to provide financial security for the employee on retirement and to protect the employee and their relatives in case of illness or death.

### Sub. 2 Length of service requirements

A pension scheme is established for employees over the age of 18 who have acquired three months' length of service with the company within the past 18 months. Illness and absence due to parental leave are not considered breaks in length of service.

For other types of leave, the length of service calculation is paused and is restarted when the employee returns to work.

Employees with an existing savings-based occupational pension scheme are included in the pension scheme without length of service requirements. If the employee fails to provide the necessary documentation upon request, the employer is only liable for its share of the missing pension payments, not for any consequent lack of insurance cover.

### Sub. 3 De minimis threshold

For employees whose expected A-taxable wage for a calendar year does not exceed DKK 100,000.00, the employer may opt to pay its pension contribution share as a salary supplement, rather than enrolling the employee in a pension scheme. This is not applicable if a pension scheme has already been established in the current employment.

If the total A-taxable wage exceeds DKK 100,000.00 during the calendar year, an employee must be enrolled in a pension scheme from the following 1 January.

### Sub. 4 Pension contributions

The pension contribution is calculated from the A-taxable wage before Labour Market Contribution deductions and the employee's state pension (ATP) and pension contributions. The total contribution is at least 15%.

The employee pays 4.5% of the pension contribution agreed in the collective agreement and the employer pays the remaining 10.5% of the pension contribution. Higher pension contributions can be agreed locally.

### Sub. 5 Escalation scheme

The following scheme applies to newly KA registered companies subject to collective agreements:

After one year of membership, the employer contribution is 2.75% and the employee contribution is 1.25%.

After two years of membership, the employer contribution is 5.5% and the employee contribution is 2.5%.

After three years of membership, the employer contribution is 8.25% and the employee contribution is 3.75%.

After four years of membership, the employer contribution is 10.5% and the employee contribution is 4.5%.

In companies that already have an occupational pension scheme on joining KA, employees must not be disadvantaged as a result of joining.

#### **Sub. 6 Payment of pension contributions**

Employees who have reached state pension age can choose to have the total pension contribution paid as part of their wage.

#### **Sub. 7 Pension contributions upon payment**

If the pension contribution is paid as a supplement to the wage in accordance with sub. 3 or sub. 6, it is included in the holiday-eligible pay, resulting in the employer's pension contribution amounting to 9.33%.

For companies under the escalation scheme, cf. sub. 5, the employer's pension contribution, when paid in accordance with sub. 3 or sub. 6, amounts to 2.44%, 4.89%, 7.33% and 9.33% respectively.

#### **Sub. 8 Pension provider**

The organisations have entered into an agreement on a recommended collective pension scheme.

If another pension scheme is used, it must contain both a savings component and an insurance component.

The insurance component must at least have the same benefit pattern and coverage as the pension scheme agreed between KA and Krifa in Protocol No. 8.

For companies that have established a pension scheme with an alternative provider, the company must ensure that the chosen provider submits a declaration of assurance, guaranteeing compliance with all applicable regulations.

The declaration of assurance must be sent to the employer, KA and Krifa.

# Chapter 5 Working hours

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## § 15 Normal working hours

### Sub. 1 Weekly working hours

The weekly working hours for full-time employees are 37 hours. Different weekly working hours can be agreed with the individual employee, with a maximum of 45 hours per week.

For employees with agreed weekly working hours of less than 37 hours, where variable working hours have not been agreed, the employer must offer employment with the actual working hours if, over a period of three months, the working hours have exceeded the agreed hours.

If the employee rejects the offer, the employer is not obliged to present a new offer of employment with the actual working hours. Should the employee later wish to be employed under the actual working hours, and eligibility criteria are met, it is the employee's responsibility to request this.

Weekly working hours may be variable and calculated as an average over a reference period, cf. sub. 2 and sub. 3.

### Sub. 2 Reference period

The reference period must be known and can at most span 52 weeks.

Periods of absence during the reference period are credited with work hours in accordance with the agreed working hours, cf. § 15, sub. 8.

Only the planned working hours are included in the reference period. Voluntary additional work and mandatory overtime are consequently not included in the reference period.

When using a reference period, a fixed average wage corresponding to the working hours agreed in § 15, sub. 1, is paid.

### Sub. 3 Excess hours in the reference period

If the total working hours for the period are exceeded, the employee has the right to demand that the excess hours be either paid for or transferred to the subsequent reference period. If the hours are settled with payment, a 50% supplement is applied.

For salaried employees, the supplement is calculated from the personal salary, and for non-salaried employees, from the minimum wage.

This supplement is not granted when the leave is taken as time off in lieu.

On termination of employment, the settlement of any excess hours must be agreed.

In the case of an employee's dismissal, the value of a negative hourly balance can be deducted from the final wage payment. Should there be a positive hourly balance, no supplement is paid for excess hours.

#### **Sub. 4 From full-time to part-time**

The employer must, where possible, comply with the employee's request to reduce their working hours. A change in working hours from full-time to part-time must not result in changes to previous wage and employment conditions beyond the pro rata reduction of salary components, etc., that follows from the reduced hours.

#### **Sub. 5 Normal daily working hours**

If daily working hours are planned to exceed 10 hours, a supplement is paid for the excess hours, see the sectoral collective agreements.

#### **Sub. 6 Arrangement of working hours**

For normal working hour arrangements, see the sectoral collective agreements.

#### **Sub. 7 Work at special times**

If work is carried out at special times, a supplement is payable, see the sectoral collective agreements.

#### **Sub. 8 Notification of working hours**

The working hours must be communicated four weeks in advance. Changes in working hours can be made with seven-days' notice. If the employer requires the employee to work at different times with less than seven days' notice, the changed hours are paid as overtime. Changes in the notification of working hours may be agreed so that the change can take effect with shorter notice, without entailing overtime pay.

In cases where the employee's working hours are not known four weeks in advance, the employee must report this to the employer. The employer is obliged to provide information to the employee about their working hours no later than seven days after the complaint, so that this is known four weeks in advance. Systematic violations of this provision are considered a breach of the collective agreement.

If the employer does not comply with an employee's request within the specified period, a claim for compensation of up to DKK 10,000.

Special rules apply regarding notification in the sectoral collective agreements for Hotel and Catering, and Service. This provision does not apply to commission-paid taxi driving under the Transport collective agreement or the Agriculture collective agreement.

#### **§ 9 Flexi-time**

Flexi-time can be introduced at the individual company level. Flexi-time means that employees can determine the arrangement of working hours within specified limits.

Where this scheme is used, wages are paid on account corresponding to the agreed weekly working hours.

Upon resignation, the flexi-time balance must be settled. The value of a negative flexi-time balance can be offset against the final wage payment.

### **Sub. 10 Breaks**

When breaks are taken, and their duration, are agreed on an individual company level. Breaks during a normal working day can be requested for a total of up to one hour. Breaks are not included in the working hours unless otherwise agreed.

The interval between breaks must not exceed four hours, unless otherwise agreed.

Work should be arranged so that there is no fixed routine work. If this is not possible, there must be a five-minute break for every hour of effective work. In these circumstances, a paid break should be observed after each hour of effective work.

Special provisions apply under the Transport collective agreement.

### **Sub. 11 New Year's Eve and May Day**

31 December and 1 May are normal working days. If conditions at the company allow, December 31 should be given as a holiday.

### **Sub. 12 Meetings**

When the employer calls a meeting with mandatory attendance, this is considered working hours unless otherwise agreed.

## **§ 16 Overtime**

### **Sub. 1 Definition**

Overtime is work required beyond the planned daily working hours, cf. § 15, sub. 8. The employment certificate cannot state that work beyond the planned daily working hours is voluntary additional work. If the employee has been absent from the workplace for reasons other than illness or an errand on behalf of the employer, overtime pay is only due after the agreed hours for that day have been worked.

If the daily working hours are unknown, cf. § 15, sub. 8, an overtime supplement is paid for all hours exceeding the agreed weekly working hours.

### **Sub. 2 Conditions for overtime**

Overtime should be avoided wherever possible. Where feasible, additional staff should be employed instead. It is the responsibility of the employer to establish clear guidelines for overtime and the necessary documentation.

### **Sub. 3 Notification**

Notification of overtime must be provided as early as possible, and no later than 24 hours before the work is due to be performed. If timely notice is not given and the overtime is expected to last over one hour, employees are entitled to 15 minutes of paid time off.

### **Sub. 4 Payment for overtime**

Refer to the sectoral collective agreement.

### **Sub. 5 Overtime during special times**

If overtime is performed during special times as defined by the sectoral collective agreements, an employee will be entitled to both overtime pay and additional supplements for work during these special times.

### **Sub. 6 Overtime for part-time employees**

Overtime for part-time employees refers to work required over and above the agreed daily hours.

For employees in possession of an A-kasser (unemployment insurance fund) certificate, and, according to unemployment insurance legislation, overtime pay is applicable only once the weekly working hours exceed 37.

### **Sub. 7 Time off in lieu**

Time off in lieu should be promoted as much as possible. Overtime may be compensated hour for hour, with the supplement paid accordingly. Time off in lieu for overtime must be notified 72 hours in advance. Unless other terms are agreed, the time off cannot be accrued for more than three months.

## **§ 17 Shift work**

### **Sub. 1 Definition**

Shift work involves at least two teams replacing each other over a 24-hour period, with each team alternating between day, evening, and night shifts. Each team is required to work at least five hours per shift.

### **Sub. 2 Working hours**

For work on the first shift (day shift), the normal working hours for each individual employee are 37 hours per week. For work on the second and third shifts (evening and night shifts), the normal weekly working hours are 35 hours.

If the shift work extends over at least six weeks, the working hours can be organised over a locally agreed rotation period. When worked over three shifts, an individual employee's normal working hours must average 107 hours in consecutive three-week periods. When worked over two shifts, an individual employee's normal working hours must average 72 hours in consecutive two-week periods. The weekly working hours may be longer or shorter than those stated in the first section. Any additional hours in a 2-3 week period are accumulated into full days off, to be scheduled in the rotation period work plan.

The arrangement of working hours is agreed on at the individual company level.

### **Sub. 3 Notification**

Shift work must be notified as early as possible, but no later than 35 days before the shift work begins. However, the notice period can be reduced to five days if it has been agreed at the outset of the employment that shift work can be a requirement. If work is required to commence before the notice period ends, shift supplements and usual overtime pay shall be provided for hours worked outside the normal daytime working hours.

#### **Sub. 4 Health check**

Employees must be offered a free health check before commencing night work and subsequently at regular intervals not exceeding three years.

#### **Sub. 5 Night workers**

Night workers who suffer from health issues demonstrably caused by night work shall, whenever possible, be transferred to day work that is better suited to them.

#### **Sub. 6 Supplement for shift work**

Refer to the sectoral collective agreement.

### **§ 18 On-call duty**

#### **Sub. 1 Definition of on-call duty**

On-call duty is performed from home unless otherwise agreed. For on-call duty, the notice period required by the employees to be ready to report for work must be established.

#### **Sub. 2 Payment for on-call duty**

Refer to the sectoral collective agreement.

If a local agreement on on-call duty is entered into, the employee's workload related to this must be taken into account, including the nature of the position, the frequency of call-outs, and the overall inconvenience of being on-call outside normal working hours.

### **§ 19 Homeworking**

Companies employing homeworkers are obliged to provide these employees with pay and employment terms that equate to the conditions otherwise applicable at the company.

### **§ 20 Piecework provisions**

#### **Sub. 1 Piecework agreements**

Piecework agreements can be implemented where the type and volume of work make it feasible.

#### **Sub. 2 Determination of piecework rate**

Piecework rates can be determined through negotiation between employer and employees or can be offered based on time-studied piecework rates and price lists. Regardless of how the piecework rate is determined, the full wage must be guaranteed. Young workers and apprentices must be allowed to participate in piecework. Payment is settled through standard piecework rate payment.

#### **Sub. 3 New materials**

When new materials are introduced that result in new times and when predetermined times are changed, earning opportunities must be proportional to the previous earnings. An agreed piecework rate normally applies for the entire term of the collective agreement.

#### **Sub. 4 Waiting time for piecework**

If an employee experiences delays in piecework through no fault of their own, such as waiting for ordered materials, machine downtime or substandard materials, the average piecework rate for the previous quarter is paid. It is assumed that the employee has notified the employer or their representative about the delay.

#### **Sub. 5 Interruption of and transition between piecework**

The period during an interruption to piecework and the period between two piecework periods are paid at the average piecework wage for the previous quarter.

#### **Sub. 6 Disagreement regarding piecework**

If a disagreement arises concerning current or new piecework rates, remuneration will be calculated based on the average piecework rate from the previous quarter for the remainder of the current payroll period and the next, but for no more than 28 days. Thereafter, the full wage will be paid.

#### **Sub. 7 Special rules, accounting, and advances**

Wage settlement for piecework is paid at the company's standard wage payment time. The full wage is paid. Final settlement and payment for the piecework is conducted monthly, and must be completed by no later than the first payroll run following the conclusion of the piecework.

#### **Sub. 8 Transition to previous piecework**

When work is assigned on a piecework rate that the employee has not worked on for a combined total of two weeks in the previous 12 months, and the employee is unable to earn the average piecework rate wage, the average piecework rate wage is paid for the first two weeks.

#### **Sub. 9 Poor quality materials**

In the event of poor quality materials or faulty processing, the employer must be notified immediately. The full wage is paid for processing the materials in question. It is assumed that the complaint is justified.

#### **Sub. 10 Piecework loss compensation**

In companies where work is performed on a piecework basis, employees who are removed from piecework and placed on an hourly wage receive a supplement of DKK 9.25.

#### **Sub. 11 Payment during production stoppage**

Where piecework or another productivity-based wage system is used, the employee must be paid their full wages in the event of a production stoppage, unless the stoppage is caused by the employee.

#### **Sub. 12 Local agreement**

The provisions in this § may be altered through a local agreement.

# Chapter 6 Travel and changing workplaces

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## § 21 Travel expenses

### Sub. 1 Use of own means of transport

Travel expenses are paid upon submission of an invoice. If the employee, at the employer's request, uses their own means of transport in service of the employer, compensation is provided according to the Tax Authority's maximum tax-free rates for use of personal means of transport.

The employee is not obliged to use their own means of transport for the company's service unless agreed upon at the time of employment.

## § 22 Travel time

### Sub. 1 Pay for travel time

Unless stated otherwise in § 23-25, travel time is paid at the full pay rate and counts as working hours, see § 15.

### Sub. 2 Local agreements

The provisions of § 23-25 can be altered by local agreement.

## § 23 Working at different locations

### Sub. 1 Scope of application

This provision applies to single days when work is exceptionally required at a location different from the one agreed at employment, and where accommodation is not needed.

### Sub. 2 Travel time

Travel time to the first workplace and home from the last workplace is not covered by § 15.

### Sub. 3 Payment for travel time

For working at a different location, the individual's hourly wage is paid, see § 11, sub. 2, for the travel time to the first workplace, as well as for the travel time from the last workplace to the home address. Other travel time is paid according to § 22.

### Sub. 4 Travel allowance

The employee can travel up to 10 km to their designated work location without reimbursement for travel costs.

## § 24 Travel for work

### Sub. 1 Scope of application

This provision applies to single days when work is exceptionally required at a different location from that agreed upon employment, and where overnight accommodation is necessary.

### Sub. 2 Travel time

Travel time to the first workplace and home from the last workplace is not covered by § 15.

### Sub. 3 Payment for travel time

When travelling for work, the individual hourly wage is paid, see § 11, sub. 2, for the travel time to the first meeting location, and for travel time from the last workplace to the home address. Other travel time is paid according to § 22.

### Sub. 4 Preparation

Travel time is calculated from the moment the employee begins the necessary preparations for the journey.

For travel to a work location where the employee is not normally based, a supplement of DKK 5.75 per worked hour or the rate set by the Tax Authority for tax-free compensation for expenses is paid.

### Sub. 5 Payment for board and lodging

Unless otherwise agreed, the employer pays for board and lodging upon receipt of an invoice.

## § 25 Non-permanent workplaces

### Sub. 1 Scope of application

This provision applies to roles where it is agreed at the time of employment that the employee must report to work locations unknown at the time of hiring.

### Sub. 2 Travel time

The employee is required to attend within a radius of 12 km from both their and the employer's address. If a venue is beyond this radius, the following applies:

For travel to and from the workplace, a payment of DKK 1.14 per km is made for the entire distance. The amount is calculated according to the shortest distance between either the employer's or the employee's address.

### Sub. 3 Travel time between workplaces

Additional travel time beyond the first meeting point is remunerated under § 22. However, there are specific provisions in the sectoral collective agreement for Service.

#### **Sub. 4 Compensation for use of personal means of transport**

If the employee uses their own means of transport according to § 21 for travel to and from work, travel compensation is provided for the same number of kilometres as determined by the rule in sub. 2.

#### **Sub. 5 Overnight accommodation**

If the workplace is situated more than 80 km from the company's or the employee's address, the employer covers the cost of board and lodging, unless otherwise agreed with the individual employee.

In addition to board and lodging, a tax-free allowance for expenses, as per the rate set by the Tax Authority, is also payable, cf. the provisions of the Taxation Act.

Travel time and travel compensation shall be paid at the commencement and completion of the work, in accordance with sub. 2 and sub. 4.

The employee is also entitled to a weekly return journey with compensation for travel time and travel costs as per sub. 4.

# Chapter 7 Holiday and absence

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## § 26 Holiday

### Sub. 1 Definitions

**Holiday year:** The period from 1 September to 31 August, during which the employee continuously accrues the right to paid holiday.

**Holiday taking period:** The period during which accrued paid holiday can be taken. The period encompasses the holiday year in which the holiday is earned, along with the subsequent four months from the conclusion of the holiday year to the end of the calendar year; i.e. from 1 September to 31 December of the following year.

**Holiday period:** The period from 1 May to 30 September, in which the employee is entitled to take their main holiday.

### Sub. 2 Accrual of holiday

An employee accrues the right to five weeks of paid holiday during the holiday year.

An entitlement of 2.08 days of paid holiday is earned for each month of employment during the holiday year. For employment lasting less than one month, accrual is pro rata at 0.07 days of paid holiday for each day of employment, up to a maximum of 2.08 days.

The employer may determine that holiday is accrued and taken in hours. The right to 0.113 (185/1637) hours of paid holiday is accrued per hour of work based on an agreed working hours of 37 hours per week. Regardless of whether the holiday is earned in hours, the employee earns the right to five weeks of paid holiday per holiday year.

If the employee is not entitled to full or partial wages during periods of illness, parental leave, leave of absence, or furlough, the right to paid holiday is not accrued during these periods, cf. however, § 26A, sub. 6.

### Sub. 3 Taking holiday

Holiday is taken over five days a week, incorporating both rest days and work days in rotations as part of the holiday in a pro rata manner. Holiday is taken in the same way as the work is scheduled in terms of time.

Holidays cannot be taken on the weekly rest day, public holidays, collectively agreed days off, customary days off or compensatory days therefor, or if the employee is prevented from taking holiday, cf. § 26B, sub. 4.

## **§ 26A Payment during holiday**

### **Sub. 1 Paid holiday and holiday supplement**

An employee who is employed on a monthly basis or for a longer duration and who is entitled to full pay on public holidays and during illness, receives their normal wage during holiday. However, the company and the employee can agree that the holiday will be settled with a holiday allowance equal to 12.5% of the salary in the holiday year, cf. § 26A, sub. 3.

Before the holiday year commences, an employee can request a holiday allowance of 12.0% of their salary instead of pay during holiday and holiday supplement.

Pay during holiday is the usual and consistently expected wage at the time of holiday. To this is added the value of any employee benefits that the employee does not have access to during the holiday. A commission-paid employee is entitled to compensation for the amount lost due to the holiday. In addition, the employee receives a holiday supplement amounting to 2% of the salary in the holiday year.

If the employee's average working hours or job area at the time of the holiday differs from the average working hours or scope at the time of accrual, a pro rata adjustment will be made to the wage.

An employee who resigns receives a holiday allowance calculated in accordance with § 26A, sub. 3. The holiday allowance is due for payment at the point of resignation if it is deposited with Holiday Account (FerieKonto). If KA's Holiday Pay Guarantee Scheme is used, details regarding the holiday allowance will be sent to the employee via Denmark's digital post system (e-boks) from Holiday Pay Info (Feriepengeinfo).

### **Sub. 2 Payment of holiday supplement**

The holiday supplement is either paid when the corresponding holiday begins, or the portion covering the period from 1 September to 31 May is paid with the May salary, while the supplement for the remainder of the holiday year is paid with the August salary. Holiday supplements paid before the corresponding holiday is taken can be offset against the employee's wage and holiday entitlements upon termination.

### **Sub. 3 Holiday with holiday allowance**

An employee not covered by § 26A, sub. 1, receives a holiday allowance of 12.5% of the salary in the holiday year.

### **Sub. 4 Taking holiday without prior accrual**

An employee is entitled to take five weeks of holiday in each holiday period, irrespective of whether the right to paid holiday has been earned in the holiday year, cf. § 26, sub. 2.

For employees who receive a wage during a holiday and have not earned the right to paid holiday with the company according to § 26, sub. 2, a deduction of 4.8% of the monthly salary is made for each day the employee takes as holiday.

### **Sub. 5 Taking paid holiday in advance**

The employer and the employee can agree that the employee can take paid holiday before it has been earned. The holiday taken is deducted from the paid holiday that is earned later in the relevant holiday year. If the employee resigns before the holiday has been accrued, the employer is entitled to offset the value against the employee's outstanding claim for wage and holiday pay.

An employee who earns holiday allowance pursuant to § 26A, sub. 3, and takes paid holiday in advance, receives holiday allowance during the holiday calculated on the basis of the employee's wage in the last four weeks before the holiday.

### **Sub. 6 Sick leave holiday pay**

An employee who is not entitled to full pay during illness, and who is absent due to illness, accrues the right to sick leave holiday pay from the second day of sick leave during each period of sickness absence.

If the employee has been employed by the same employer throughout the holiday year and experiences more than 52 periods of sick leave, accrual occurs from the 53rd period of sick leave in the holiday year from the first day of sick leave, ensuring the employee, despite periods of sick leave, accrues the right to at least four weeks of paid holiday. When employed by the same employer for part of a holiday year, or if the employee does not accrue paid holiday during periods within the holiday year, the right to accrue holiday begins from the first day of sick leave after a pro rata smaller number of sick leave periods.

Sick leave holiday pay amounts to 12.5% of a wage, which is calculated based on the employee's usual wage in the last four weeks before the absence. For an employee who is entitled to partial pay during illness, the sick leave holiday pay constitutes the difference between sick leave holiday pay under the first § and holiday allowance for the partial pay under § 26A, sub. 3.

### **Sub. 7 Basis for calculating holiday allowance and holiday supplement**

The employer calculates holiday allowance and holiday supplement from any income-taxable wage amount and employee benefits for which no deductions are allowed from income and which are remuneration for work during employment. The value of employee benefits is calculated based on the rates set by the Tax Authority at the time they are earned. The employer also calculates holiday allowance based on the employee's contribution to:

- Pension schemes etc. covered by § 1 of The Personal Taxation Act (Personbeskatningsloven)
- Labour Market Contribution (Arbejdsmarkedsbidrag), cf. The Labour Market Contribution Act (Lov om arbejdsmarkedsbidrag)
- Employee investment companies, cf. § 7N of the Danish Tax Act (Ligningslovens § 7N).

The employer does not have to calculate holiday allowance and holiday supplement on holiday allowance, salary during holiday, or holiday supplement.

Holiday allowance that relates to a wage period spanning two holiday years is considered to have been earned in the new holiday year.

## **§ 26B Holiday periods and notice of holiday**

### **Sub. 1 Holiday periods**

The employee is entitled to at least four weeks of earned paid holiday during the holiday year.

At least 15 days of earned paid holiday can be taken consecutively (the main holiday). The main holiday must be taken during the period from 1 May to 30 September. If the employee has earned less than 15 days of paid holiday, the entire earned holiday is considered the main holiday.

An employee engaged in outdoor plant cultivation must have at least 10 consecutive days of holiday during the period from 1 May to 30 September. Additionally, at least five days must be taken between 1 May and 31 October.

Other holiday days must also be given in a continuous period of at least five days, but they can be taken outside the holiday period from May 1 to September 30. If the remaining earned paid holiday amounts to less than five days, these days must be given consecutively.

Where operational considerations make it desirable, the remaining holiday days can be taken as individual days.

### **Sub. 2 Notification of holiday**

The employer, following consultation with the employee, decides when holiday can be taken. The employer must, within the framework of company operations, accommodate the employee's request as far as possible concerning when the holiday can be taken, including the desire that the main holiday aligns with the employee's child's school summer holiday.

The employer must notify the employee as early as possible of when the holiday will commence. Notice from the employer must be provided at least three months before the start of the main holiday, and at least one month before the commencement of any other holiday days.

If significant, unforeseeable operational considerations necessitate, the employer may alter previously scheduled holidays. The employee must be compensated for any financial loss resulting from the change.

A holiday that has already started cannot be interrupted.

### **Sub. 3 First and last day of holiday**

Holiday begins at the start of working hours on the first holiday day and ends at the close of working hours on the last holiday day. However, the employee cannot be exceptionally called to work on the weekend that immediately follows the main holiday.

### **Sub. 4 Holiday hindrances**

An employee is not obliged to begin a holiday in the event of illness or leave under the Parental Act.

Likewise, an employee is not obliged to take holiday due to special circumstances, including military service, staying abroad, election as mayor, appointment as a minister or similar position of trust, incarceration or other compulsory detention, transitioning to self-employment or home-based work, caring for a sick or dying relative where the employee is awarded lost earnings, wage, or remuneration for a short period under the Service Act, or taking leave from employment to care for a sick or dying relative.

#### **Sub. 5 Illness when on holiday**

An employee who becomes ill during a holiday is entitled to compensatory holiday after five sick days during the holiday year, provided there is medical documentation. An employee who has earned less than five weeks of holiday is entitled to compensatory holiday for fewer sick days, pro rata. It is the responsibility of the employee to obtain the necessary medical documentation, and the employee bears the cost of this.

The employee is entitled to compensatory leave from the day the employee notifies the employer of the illness, unless the employee cannot be held responsible for the failure to notify sooner.

If the compensatory holiday cannot be taken during the holiday period due to illness, the holiday will be taken in the subsequent holiday period, cf. however, § 26D, sub. 2.

#### **Sub. 6 Collective holiday closure**

If the company is closed during the holiday, an employee who is not entitled to accrued paid holiday for all the days the company is closed cannot lodge a claim against the employer on that basis.

The employer must, as far as possible, ensure that the employee has accrued paid holiday for all days the company is closed. If the employer does not do this, the company must pay the employee's wage for the days concerned. The wage is calculated based on the employee's usual wage in the last four weeks before the company closure.

If the company is closed at a time when an employee who has been employed throughout the previous holiday year and up to the company closure has not earned paid holiday for all the days the company is closed, the company must provide the holiday pay in advance, which the company can offset against the subsequent accrual of paid holiday. The calculation must be made in accordance with § 26A, sub. 5.

If an employee who is on sick leave before the holiday begins declares themselves fit for work during a collective holiday closure, the holiday is considered to have begun at the time of the declaration. The holiday that the employee in question has been prevented from taking due to illness will follow immediately after the originally scheduled holiday, unless otherwise agreed.

## **§ 26C Holiday and termination**

### **Sub. 1 Holiday during the notice period**

An employee who has been dismissed cannot be required to take their main holiday during a notice period if the notice period is three months or less. This applies regardless of any prior agreements regarding holiday taking. However, this does not apply if the notice period is extended by the number of holiday days, or the employee wishes to retain the holiday.

### **Sub. 2 Holiday during leave of absence**

If the employee is on leave, the holiday is considered to have been taken, regardless of whether the holiday has been set, provided the notice periods mentioned in § 26B, sub. 2, are adhered to and the holiday can be accommodated within the leave period.

### **Sub. 3 Payment on resignation**

The holiday allowance for employees who are not entitled to paid holidays and for former employees is stated in Holiday Pay Info.

The company may choose to deposit the holiday allowance into the Holiday Account or to retain it and administer the holiday pay internally, cf. Protocol No. 1 regarding the Holiday Guarantee Scheme between KA and Krifa.

Employees must submit a written request for the payment of holiday allowance via Holiday Pay Info no later than 30 September following the conclusion of the holiday period.

If the company's receipt of a request for the payment of holiday allowance occurs no later than four weeks before the holiday begins, the holiday allowance must be disbursed at least seven calendar days before the holiday starts. If the employer does not receive the request for payment of holiday allowance within the specified timeframe above, the holiday allowance must be paid no later than when the corresponding holiday commences.

For companies using KA's Holiday Pay Guarantee Scheme, the employer must pay interest of 1.5% per commenced month from the due date on late payment of holiday allowance.

For companies using the Holiday Account Scheme, late payment of the holiday allowance incurs interest of 1.5% per commenced month from the due date.

### **Sub. 4 Payment in special cases**

If an employee exits the labour market due to age or health reasons, or deregisters from the National Civil Registry (CPR-registret) due to relocation abroad, the employee must request payment of accrued holiday via Holiday Pay Info. The right to payment is forfeited if the employee does not apply for payment within six months after the conditions outlined in the first point are fulfilled. The Holiday Account may in exceptional circumstances waive the deadline.

In the event of the employee's death, any accrued holiday allowance shall be paid to the estate.

## **§ 26D Carrying over or payment of unused holiday**

### **Sub. 1 Agreement on carrying over holiday beyond four weeks**

An employee may agree with the company to carry over earned paid holiday exceeding four weeks to the next holiday period. In such a case, the carried-over holiday is taken first, subject to § 26D, sub. 2.

Any agreement regarding the carry-over of holiday must be finalised in writing by 31 December within the holiday period. The company must inform the party responsible for the payment of holiday pay in writing about the carrying over of holiday by 31 December at the latest.

### **Sub. 2 Carrying over or payment of holiday in the event of holiday hindrances**

If an employee cannot take earned paid holiday before the expiration of the holiday period due to a hindrance, as per § 26B, sub. 4, up to four weeks of annual paid holiday can be carried over to the following holiday period.

The carried-over holiday is taken before any other holiday and is not included in the calculations in accordance with § 26D, sub. 1, sub. 3, and sub. 4.

The company must inform the party responsible for the payment of holiday pay in writing about the carrying over of holiday by 31 December at the latest.

Should the holiday hindrance arise from illness or leave under the Parental Leave Act, and if it continues until the end of the subsequent holiday period, the holiday pay may instead be issued to the employee.

### **Sub. 3 Agreement on payment of holiday exceeding four weeks after the end of the holiday year**

For employees with earned holiday comprising both pay and holiday supplement, an agreement between the employee and the company may allow for the disbursement of such accrued holiday in excess of four weeks before the close of the holiday period.

If an employee has not been employed full-time by the employer throughout the holiday year, the employee must provide a written declaration stating that the salary during the holiday and the holiday supplement relate to earned holiday beyond four weeks and that no social security benefits were received during the holiday year, in line with § 26D, sub. 5.

Likewise, for an employee who accrues holiday allowance, an agreement can be made between the employee and the company after the end of the holiday year that accrued holiday with holiday allowance and sick leave holiday allowance beyond four weeks can be paid out before the end of the holiday-taking period. The employee must submit a written statement confirming compliance with the conditions stipulated in point 1. Should the employee have not been in full-time employment with the company throughout the entire holiday year, a written declaration is required to verify that the holiday allowance pertains to more than four weeks of earned holiday and no social security benefits were received during the holiday year, cf. § 26D, sub. 5.

The company is obligated to retain statements according to the guidelines stipulated in the Danish Accounting Act regarding record keeping.

#### **Sub. 4 Payment of holiday exceeding four weeks after the end of the holiday period**

After the holiday period has ended, the company pays out earned paid holiday and holiday supplement, holiday allowance, or sick leave holiday allowance beyond four weeks, provided that the employee has been employed full-time with the employer throughout the entire holiday period.

If the employee has not been employed full-time for the entire holiday period, they must declare to the company in writing that the wage during the holiday and any unpaid holiday supplement, holiday allowance, or sick leave holiday allowance pertain to earned holiday in excess of four weeks, and that the employee has not received social security benefits during the holiday period, cf. § 26D, sub. 5.

The company is obligated to retain statements according to the guidelines stipulated in the Danish Accounting Act regarding record keeping.

#### **Sub. 5 Payments with the approval of Holiday Account (FerieKonto)**

If the employee has received unemployment benefits, temporary labour market benefits, cash benefits, early retirement benefits, flexi benefits, resource course benefits, integration benefits, educational assistance or cash benefits during the holiday year or holiday period, the payment according to § 26D, sub. 3 and sub. 4, can only be made after approval by Holiday Account and upon receiving information on the number of holiday days eligible for payment.

## **§ 26E Offset and unjustified holiday payment**

#### **Sub. 1 Offset and withholding of holiday pay and allowances**

The company may offset the employee's claim for holiday pay, holiday supplement, or holiday allowance if:

- a. The employee has committed an unlawful act in the course of employment, leading to a due counterclaim by the employer, and the employer can document the extent of this counterclaim, and
- b. the employee has acknowledged the unlawful act, or it has been established by a court decision.

If the employer has filed a civil lawsuit, initiated trade dispute resolution, reported the employee to the police, or if the employee is charged with the matter, the employer may withhold an amount equivalent to the counterclaim until the case is resolved.

#### **Sub. 2 Unjustified holiday pay**

If an employee works for pay during their holiday, or if the employee has otherwise wrongly received holiday pay, the Holiday Account may demand that the corresponding holiday allowance, paid holiday, or holiday supplement be paid to the Holiday Account Scheme.

## **§ 26F Unclaimed holiday pay and limitation period**

### **Sub. 1 Unclaimed holiday pay**

Holiday allowance that has not been withdrawn by the employee before the end of the holiday period, or paid holiday or holiday supplement that has not been paid to the employee before the end of the holiday period, and which has not been paid or transferred pursuant to § 26C, sub. 3 or § 26D, shall accrue to the Danish Labour Market Holiday Fund (Arbejdsmarkedets feriefond).

The company must settle payment with the Danish Labour Market Holiday Fund (Arbejdsmarkedets feriefond) no later than 15 November following the end of the holiday period. In case of late payment, the company shall pay interest at 1.5% per month commenced from the due date.

### **Sub. 2 Limitation**

If holiday allowance, paid holiday or holiday supplement under § 26F, sub. 1, has been paid to the Danish Labour Market Holiday Fund, and the holiday has been taken or can be withdrawn, the claim for holiday allowance, paid holiday or holiday supplement becomes time-barred if the employee does not contact the Danish Labour Market Holiday Fund within five years of the expiry of the holiday period.

If holiday allowance, paid holiday, or holiday supplement has not been paid to the Danish Labour Market Holiday Fund, the claim becomes time-barred if the employee does not seek enforcement of the claim by legal action, trade dispute resolution, police report, or filing for bankruptcy within five years of the end of the holiday period. If the claim is not complied with, it must be enforced by one of the procedures specified in point 1 without undue delay.

## **§ 27 Earned days off**

### **Sub. 1 Earning and taking days off**

Employees with six months length of service within the past 12 months are entitled to 1.25 days off with full pay per quarter. The right to the days off is first acquired on the day of the quarter when the length of service is achieved. Thereafter, 1.25 days off are granted on the first day of each calendar quarter.

For full-time employees, a day off comprises 7.4 hours. For employees with other agreed working hours, the accrual and utilisation are calculated pro rata. For employees with variable working hours, 0.022 hours of paid time off per hour worked is calculated. The calculation is based on the employee's working hours in the preceding quarter.

The employer may give one months' notice for taking days off.

If there are days off that have not been taken by the end of the calendar year, they must be paid with the January salary, including holiday pay and pension, unless an agreement has been made for a later date.

### **Sub. 2 Length of service calculation and leave of absence**

Illness and absence due to parental leave are not considered breaks in length of service. For other types of leave, the length of service calculation is paused and is restarted when the employee returns to work.

No days off are earned during unpaid leave.

### **Sub. 3 Resignation**

Upon resignation, accrued days off must be taken during the notice period, or the payment must be made with the employee's final salary at their request. An employee cannot be forced to take days off during their notice period. Unused days off are considered to have been taken during a lay-off period if the lay-off period is a minimum of 14 days if the employee gives notice or 30 days if the employer gives notice.

## **§ 28 Other days off**

### **Sub. 1 Constitution Day and Christmas Eve**

Constitution Day and 24 December are considered public holidays.

### **Sub. 2 Special occasions**

The right to leave with full pay is granted on the following occasions, provided the occasion falls on a regular working day:

- Employee's 50th, 60th, and 65th birthday
- Employee's wedding and silver wedding anniversary
- Employee's 25th and 40th anniversary of employment with the company

## **§ 29 Care leave with pay**

### **Sub. 1 Child's sick day**

The right to one day's leave with full pay and an additional day's leave without pay is granted in connection with a child's illness. From 1 March 2027, the employee is entitled to a total of one day of paid leave and two days of unpaid leave. The leave is granted for the care of children under 14, and only one of the parents is entitled to this leave. The leave is granted on the condition that it is necessary for the care of the sick child and if alternative care is not available.

### **Sub. 2 Hospitalisation with a child**

In cases of hospitalisation of a child under the age of 18, regardless of whether at the hospital or at home, where parental accompaniment is required, one parent is entitled to leave with full pay for up to five days per child for each event.

### **Sub. 3 Serious illness or death of a close relative**

Leave with full pay is granted in the event of serious illness or death of a spouse, common-law partner or child, as well as the death of a parent, with a maximum of two days per event.

## **§ 30 Unpaid leave**

### **Sub. 1 Illness and accident of others**

An employee is entitled to be absent from work when compelling family circumstances arise in cases of illness or accident that necessitate the employee's immediate presence. This implies short-term absence until the employee can make alternative arrangements.

### **Sub. 2 Care of close relatives**

Employees wishing to care for close relatives with significant and lasting physical or mental disabilities, or severe chronic or long-term illness, have the right to leave from work. The employee must inform the employer no later than six weeks before starting the leave, indicating the start date and duration.

If the employee wishes to return to work earlier than originally notified, the employer must be informed at least four weeks prior to resuming work.

If the start of the leave is postponed, the employer must be informed as soon as possible, with the new start date of the leave.

### **Sub. 3 Care of the dying**

The employee has the right to leave to care for a close relative who wishes to die in their own home.

The employee must inform the employer as early as possible, and no later than when applying to the municipality for care allowance, of the expected start date of the care leave and, if possible, its expected duration.

If the start of the leave is postponed, the employer must be informed as soon as possible, along with the new start date of the leave.

If the care leave is interrupted due to the death of the close relative, the employer must be informed as quickly as possible, and no later than two week days after the death.

The employee must resume work no later than 14 days after the end of the care arrangement, unless otherwise agreed with the employer.

### **Sub. 4 Other leave**

If operational circumstances allow, the employer must accommodate the employee's request for leave related to anniversaries of close family members, children's illness, and the death and funeral of close family members.

## **§ 31 Flexible retirement**

### **Sub. 1 Covered employees**

Employees with six months of length of service at the company are covered by this provision.

### **Sub. 2 Discussion about flexible retirement, etc.**

No earlier than six years before reaching the applicable state pension age, the employee is entitled to a discussion with the employer about future working conditions leading to retirement.

The discussion may include, for instance:

- An agreement on reducing working hours, cf. sub. 3
- Any changes in work tasks, including the need for assistance, etc.
- Unchanged continuation of employment

The employer must, wherever possible, take special account of requests for reduced working hours or changes in work tasks for employees with physically demanding jobs.

The discussion can be held in conjunction with a performance review. If the discussion has not been held and the employee desires it, the employee must request a discussion in writing. The discussion must be held within one month thereafter.

It is the employer's responsibility to draft minutes of the discussion, which must be signed by both parties.

### **Sub. 3 Agreement on flexible retirement during working hours**

With effect from three years before the currently applicable state pension age, an agreement may be made between the employer and the employee regarding a reduction in working hours. The reduction can primarily take the form of a general decrease in working hours, but a number of annual days off may also be agreed upon. The parties determine the extent of the agreement themselves.

The implementation of reduced working hours and days off is arranged by mutual agreement, considering the company's operational needs. Agreements on reduced working hours must be in writing. The agreement may subsequently be amended if both parties agree.

The employee is not entitled to pay in connection with an agreement on reduced working hours, cf. however, sub. 6.

### **Sub. 4 Pre-retirement days off in the absence of an agreement**

If an agreement on flexible retirement cannot be reached, the employee is entitled to five pre-retirement days off per calendar year. However, in the first year, there is only a pro rata entitlement equivalent to 0.4167 pre-retirement days off per each subsequent whole calendar month. The employee is not entitled to pay during pre-retirement days off.

### **Sub. 5 Resolution of disagreements regarding a flexible retirement agreement**

If the employer cannot fully accommodate the employee's wishes to reduce working hours and an amicable solution cannot be found, the employee is entitled, upon request, to receive a written justification for the company's rejection of the employee's wishes. Both parties may subsequently request a mediation meeting in accordance with § 5 of the Master agreement. The outcome of the mediation meeting is binding.

## **Sub. 6 Payment from pension schemes**

To retain employees who want flexible retirement/partial pension, cf. sub. 3, payments may be made from the pension scheme during continued employment if agreed between the employer and the employee according to the options below:

- a. Pension schemes with ongoing payments (e.g. instalment pension or annuity) may commence payments from the time the employee becomes entitled to a state pension.
- b. Pension schemes with ongoing payments (e.g. instalment pension or annuity) can pay out pro rata, in line with the reduction in the employee's wage, from the time when there are three years remaining until the employee's state pension age.
- c. Capital pensions and/or retirement savings may be paid from the time the employee reaches the pension payment age.

The employee is encouraged to seek advice from their pension advisor before agreeing to commence payouts from their pension savings.

## **§ 32 Illness**

In the event of absence due to illness, the employee must notify the employer in accordance with the company's internal guidelines. The employer should be notified as soon as possible.

The employer may request documentation to confirm that the absence is due to illness. The employer can request this documentation only if the absence extends beyond the fourth day of illness. When the employer requests documentation, the employer bears the cost. If frequent short-term sick leave of 1-2 days occurs, the employer may require a medical certificate on the second day of illness.

## **§ 33 Sick pay for salaried employees**

Full salary is paid during illness.

## **§ 34 Sick pay for non-salaried employees**

### **Sub. 1 Sick pay**

Employees who, at the onset of illness, have achieved six months length of service within the preceding 12 months are paid their full wage during illness for up to nine weeks. Illness and absence due to parental leave are not considered breaks in length of service. For other reasons for leave, length of service calculation is paused, and the employee returns to the company with the length of service accrued at the start of the leave.

In the event of illness within 14 calendar days from the first working day after the end of a previous illness period, the employer's payment period is calculated from the first day of sick leave in the initial absence period. Special rules apply within the sectoral collective agreement for Transport (taxi commission).

The right to sick pay ends if the sickness benefit refund lapses due to the employee's deliberate or grossly negligent failure to fulfil obligations under the Sickness Benefit Act. The right to sick pay is regained when sickness benefit refunds resume.

### **Sub. 2 Sickness benefits in the event of illness**

Employees who, at the onset of illness, have not accrued six months length of service within the past 12 months are paid sick leave benefits according to the Sick Leave Benefits Act.

### **Sub. 3 Pay in the event of an occupational injury**

Employees who are absent due to an occupational injury are entitled to full pay during their absence, as specified in sub. 1, regardless of not meeting the length of service requirement for pay entitlement during illness.

### **Sub. 4 Illness following attendance**

In the event of an injury or illness at the workplace requiring the employee to leave work after notifying the employer, the employee's full wage is paid for the hours missed on that specific day.

### **Sub. 5 § 56 agreements**

Where an agreement has been made for non-salaried employees in accordance with § 56 of the Sickness Benefit Act, the employer is only required to pay sickness benefits according to the provisions in that Act unless the absence arises from a different illness than that covered by the § 56 agreement.

## **§ 35 Pregnancy appointments and fertility treatment**

### **Sub. 1 Pregnancy appointments**

Mandatory pregnancy appointments should be scheduled to minimise disruption to the company.

### **Sub. 2 Fertility treatment**

Employees undergoing fertility treatment funded by the government are entitled to up to five days of paid leave within a 12-month period.

Requests for self-financed time off related to fertility treatment should be scheduled to minimise disruption to the company.

Fertility treatment should be scheduled to minimise disruption to the company.

If there are more advantageous rights under collective agreements or legislation, those rights take precedence.

## **§ 36 Pay during parental leave and adoption**

(These rules apply to children born or adopted on or after 1 March 2025.)

### **Sub. 1 Benefits during parental leave and adoption**

Benefits during parental leave and adoption are paid in accordance with the Leave and Sickness Benefits during Parental Leave Act.

### **Sub. 2 Pay during parental leave and adoption**

Employees who, at the expected time of birth or adoption, have accrued nine months length of service within the past 12 months are entitled to full pay for absence due to pregnancy from four weeks before the expected birth up to and including the day of the child's birth (pregnancy leave). The same employee is then entitled to full pay during absence from the time of the child's birth/adoption up to and including the 10th week after the birth/adoption (parental leave).

### **Sub. 3 Paternity Leave**

Under the same conditions as in sub. 2, the father or co-mother has the right to two weeks' absence with full pay in connection with the birth (paternity leave).

### **Sub. 4 Absence after the 10th week following birth**

Under the same conditions as in sub. 2, the employer pays the full wage during absence for up to 26 weeks (parental leave) in the period after the 10th week following the birth/adoption of the child. Of these 26 weeks, each parent is entitled to nine weeks. The remaining eight weeks are either taken by one of the parents or shared between them.

If the leave reserved for the individual parent is not taken, the payment will be forfeited.

The 26 weeks must be taken within 52 weeks after the birth. The leave must be taken consecutively, unless otherwise agreed with the employer.

### **Sub. 5 Reimbursement condition**

The payment in sub. 2, sub. 3 and sub. 4 includes the maximum benefit rate, indicating that if there is a failure to reimburse the parental leave pay (barselsdagpenge) during the period to the employer, it can be offset against the employee's right to pay if the failure is due to the employee's circumstances.

### **Sub. 6. Length of service calculation**

Illness and absence due to parental leave are not considered breaks in length of service.

For other types of leave, the length of service calculation is paused and is restarted when the employee returns to work.

### **Sub. 7 Extraordinary pension payment**

Employees who take paid parental leave in accordance with sub. 2 are entitled to an extraordinary employer-paid pension contribution of DKK. 500.00 per week for up to 10 weeks of leave taken.

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

## **§ 37 Other Leave**

To promote and maintain the individual employee's professional and personal development, leave rules may be agreed upon where local agreement can be secured. The employee has the right to rejoin the company after the leave period under the same working conditions as prior to the leave. The employee does not have the right to return to the same area of work after the leave period.

# Chapter 8 Termination

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## § 38 Termination rules for salaried employees

### Sub. 1 Termination rules and notices

For salaried employees, the termination rules and notice periods in the Salaried Employees Act apply.

A probation period of up to three months may be agreed. During the probationary period, a mutual notice of termination of 14 calendar days can be agreed for resignation at any time before the end of the probationary period.

After the probationary period expires, the employer may dismiss the salaried employee at the end of a month with the following notice periods:

- Up to 5 months of employment 1 month
- After 5 months of employment 3 months
- After 2 years and 9 months of employment 4 months
- After 5 years and 8 months of employment 5 months
- After 8 years and 7 months of employment 6 months

Termination by a salaried employee can be given with one months' notice to the end of a month.

Extension of notice periods can be arranged with the individual employee by mutual agreement.

### Sub. 2 Shortened notice period due to illness

If an employee has received sick pay for absence due to illness amounting to 120 days within 12 consecutive months, termination can occur with one months' notice to the end of a month; this must be agreed in writing. Termination must take place immediately after the 120th day of illness and while the employee is still ill.

## § 39 Termination rules for non-salaried employees

### Sub. 1 Requirement for written notice

Termination must be provided in writing.

If the employee has been continuously employed by the company for the past six months prior to termination, the employee may request a written explanation for the dismissal.

### Sub. 2 Calculation of length of service

The calculation of length of service in relation to notice periods is based on uninterrupted employment. Illness and absence due to parental leave do not count as interruptions in employment. Trainee periods are not included in the calculation of length of service.

For other reasons for leave, the calculation of the period of employment is interrupted, and the employee returns to the company with the length of service accrued at the beginning of the leave.

### **Sub. 3 Notice periods**

Length of service at the time of termination determines the length of the notice period. The notice period in calendar days is:

Length of service	By employee	By employer
Up to 3 months	0	0
After 3 months	2	4
After 6 months	3	7
After 1 year	5	14
After 2 years	7	18
After 3 years	18	30
After 5 years	28	45
After 8 years	28	60

Extension of notice periods can be arranged with the individual employee by mutual agreement. The notice period takes effect immediately. If the written termination is received before the end of working hours, that day is included in the notice period.

After three months of employment, resignation must occur at the end of a calendar week, i.e. at the end of Sunday. Special notice periods apply in the sectoral collective agreements for Transport (taxi commission) and Agriculture.

### **Sub. 4 Shortened notice period due to illness**

If the employee has been on continuous sick leave for four months or more and there is no immediate prospect of resuming work fully, the parties may mutually terminate the employment without notice.

### **Sub. 5 Compensation for lack of notice**

The employee must compensate the employer if they leave the company without giving at least the required notice. This amount corresponds to their normal net wage for the number of days missing from the notice period and can be offset against the final wage payment. No additional compensation can be claimed due to lack of notice.

### **Sub. 6 Termination during holiday**

The employer cannot terminate an employee on holiday.

Holiday cannot be mandated during a notice period if the notice is given by the employer, unless the notice is extended by the number of holiday days. However, § 26C, sub. 1 and sub. 2, on exemptions apply.

### **Sub. 7 Severance compensation**

In the event of dismissal by the employer, severance compensation is paid as compensation for loss of income under the rules below.

15% of the monthly wage is paid upon leaving after six years of employment, 20% after eight years, and 25% after 10 years.

The percentage is calculated on the monthly wage without the inclusion of employer pension contributions or working time-related supplements.

To qualify for severance compensation, the employee must not commence other work within a week of leaving or retiring. If the employee takes holiday immediately after leaving and then moves to other employment, the severance compensation will lapse.

If the employee receives other severance compensation, it may be offset.

### **Sub. 8 Dismissal**

In the event of the employee's gross misconduct during the employment, the usual notice periods will be waived.

### **Sub. 9 Unjustified dismissal**

In the event of an unjustified dismissal, the employer must pay the employee compensation equal to the pay the employee would have been entitled to during the notice period.

## **§ 40 Unfair dismissal**

### **Sub. 1 Justification**

When dismissing an employee, the dismissal must be reasonably justified by circumstances related to the employee or the company.

### **Sub. 2 Compensation for unfair dismissal**

If the dismissal of an employee who has been continuously employed by the company for at least six months prior to the dismissal cannot be considered reasonably justified by circumstances related to the employee or the company, a claim for compensation can be made. Compensation is determined based on the details of the case and the employee's length of service.

### **Sub. 3 Salaried employees**

For salaried employees, the rules of the Salaried Employees Act (Funktionærloven) apply; however, compensation for salaried employees with less than 12 months length of service can amount to a maximum of 14 days' salary.

### **Sub. 4 Non-salaried employees**

For non-salaried employees, the compensation cannot exceed the employee's wage for a period equivalent to twice the notice period to which the employee is entitled according to § 39, sub. 3.

### **Sub. 5 Disagreements**

Any disagreements concerning unfair dismissal that cannot be resolved through local negotiation shall be submitted to mediation by the parties, cf. § 5 of the Master agreement.

## **§ 41 Work reallocation**

### **Sub. 1 Who can be included**

Only non-salaried employees can be included in a work reallocation.

### **Sub. 2 Work reallocation rules**

When the company's interests justify it, normal working hours may be reduced.

Employees must be involved in the decision to find the most suitable form of reduction in working hours. Employees must be given at least 10 days' notice prior to the reduction in working hours.

### **Sub. 3 Collective holiday closure**

Collective holiday closure does not interrupt the work reallocation process.

### **Sub. 4 Courses**

An employee is removed from the reallocation process when they need to attend a course planned before a work reallocation. Whilst attending a course planned during work reallocation, an employee may similarly be taken out of the reallocation process.

### **Sub. 5 Leave**

An employee is included in the work reallocation process after returning from leave on an equal basis with others, insofar as the employee's job function is covered by the work reallocation process.

### **Sub. 6 Protected employees**

Union representatives subject to locally agreed work reallocation schemes. Protected employees, while participating in work reallocation schemes, are still subject to the rules regarding union representatives as stipulated in § 47.

### **Sub. 7 Terminated employees**

Terminated employees can only be included in a work reallocation scheme if they are being paid during the reallocation periods.

## **§ 42 Furlough**

### **Sub. 1 Who can be included**

Only non-salaried employees can be furloughed according to the rules below.

### **Sub. 2 When can furlough occur?**

Employees can be furloughed without notice for short term lack of orders, material shortages, etc., or if work must be stopped due to weather conditions.

Furlough cannot exceed three months. If the furlough lasts beyond three months, the employment is deemed terminated, and the employee must receive compensation equivalent to the wage during the notice period to which they were entitled when furloughed. The company cannot offset any other earnings during the furlough period.

When furloughed, the calculation of length of service is interrupted, and the employee returns to the company with the length of service accrued before furlough. The employee remains available during the furlough. During the furlough, the employee may terminate the employment without notice to take up other work. It is encouraged that furlough periods be distributed among employees as widely as possible.

## **§ 43 Offsetting**

On termination of employment, the employer has the right to offset against the final salary payment any proven receivables arising from the employment.

## **§ 44 Limitation of claims**

Claims under the General Collective Agreement and the sectoral collective agreements are time-barred if not raised against the counterparty within 12 months following the termination of the employment.

However, this does not apply to claims concerning holiday allowance and the employer's share of pension contributions.

# Chapter 9 Education

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## § 45 Further and Continuing Education

### Sub. 1 Purpose

For the individual employee to develop and maintain professional skills, both the employer and the employee commit to being open to further training and possible retraining. The employer has the right to require the employee to participate in relevant continuing education with full pay.

### Sub. 2 Education plan

Where relevant to fulfilling the employer's qualification requirements, the employer and employee should collaboratively develop a written plan for continuing education. The plan is updated annually.

### Sub. 3 Participation in training

Each employee is given the opportunity for at least one week of relevant professional further education and training with full pay each year. The right to time off and the right to pay depend on obtaining VEU (adult and continuing education) compensation for the course as per applicable regulations.

If the employer does not require the employee to attend courses, the employee can request to attend a continuing education course if they wish to maintain their right to an annual course.

Additionally, leave without pay may be granted by agreement to employees who may not be entitled to VEU compensation.

Leave for participation in courses and continuing education is granted by agreement with the employer.

## § 46 Well-being and competence fund

### Sub. 1 Purpose

The purpose of the fund is partly to support employee well-being, including a positive psychological work environment, and partly to give employees the opportunity for professional and personal development.

### Sub. 2 Allocation of funds

The employer allocates 0.2% of the previous year's total payroll to a special well-being and competence fund.

### **Sub. 3 Utilisation**

The fund covers fees for courses that the employee is not required to attend by the employer but chooses to participate in for personal skill enhancement or development.

Employees may use the funds individually or collectively for team building or similar joint activities.

There is no entitlement to payment of course fees beyond the amount currently saved in the fund.

### **Sub. 4 Course time**

Employees attend courses outside of working hours, and no compensation is provided for the time spent. If courses take place during normal working hours, the employer should not prevent the employee taking time off to attend a course, provided business operations allow. In such cases, compensation for lost pay may be provided from the fund, up to a maximum of DKK 120.00 per hour.

### **Sub. 5 Allocation of funds**

If the company has an elected union representative, the representative must be involved in the allocation and distribution of funds.

### **Sub. 6 Financial records**

The fund's accounts must be presented to the employees once a year. Any surplus in the fund is carried forward to the following financial year.

# Chapter 10 Employee representation

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## § 47 Union representatives

### Sub. 1 Purpose

The purpose of the union representative rules is to promote and maintain good relationships between management and employees.

### Sub. 2 Relationships between management and employees

To promote a good working environment for the benefit of both the employer and employees, it is crucial that each workplace organises a work rhythm and environment that fosters security for both parties.

Each employee contributes positively to advancing the objectives of the company with the aim of increasing competitiveness. Thus, each employee should have as much influence as possible over their own working conditions, which is encouraged by participating in the decision-making processes within both the employee group and the company overall.

There are regular management initiatives to ensure that each employee is consulted regarding the management and distribution of work and is as fully informed as possible about upcoming decisions.

Where relevant, a cooperation committee can be established to promote and maintain good collaboration. The cooperation committee consists of the company's management and union representatives.

### Sub. 3 Election of union representative

Employees in companies with more than 10 employees or more than five in a professional group can elect a union representative.

If the conditions are fulfilled in individual cases, each company department is entitled to elect a union representative if they are geographically dispersed and it cannot reasonably be expected that a single union representative from one location can perform the duties meaningfully.

Where there is a need, a joint union representative may be elected from among the union representatives. However, it is a prerequisite that there are three or more union representatives. The joint union representative presents matters to the employer that are of common interest to all affected areas.

Eligible candidates are recognised and skilled employees who are members of Krifa and have worked for the company for at least nine months within the past 15 months. Illness or absence due to parental leave is not regarded as an interruption in length of service.

For other types of leave, the length of service calculation is paused and is restarted when the employee returns to work.

The union representative must be independent of the employer.

#### **Sub. 4 Conducting the election**

The election takes place during working hours. Up to half an hour of paid time off is allocated to the election.

It must be ensured that all eligible employees have the opportunity to stand for election.

The election is conducted in writing and must be arranged so that all employees employed in the company/professional group at the time of the election can participate. The voting process must be secret if even a single employee wishes it. It must not be possible to identify the votes cast.

#### **Sub. 5 Validity of the election and termination of office**

The election is valid only when it has been notified to the employer and reported to Krifa.

The employer and Krifa may object to the election, and any objections must be immediately communicated to the employees, Krifa, and the employer. Objections to the election are processed according to the rules in Chapter 3 of the Master agreement.

The union representative is elected for a two-year term. Should the number of employees fall below the specified threshold for elections, cf. sub. 3, for four months, the position will terminate concurrently. Once the conditions for election are met again, a union representative can again be elected.

If the union representative is absent due to leave, illness or other absence for a continuous period of three months or more, or is no longer eligible, the position lapses and a new union representative may be elected.

#### **Sub. 6 Duties and role of the union representative**

It is the union representative's duty towards both their organisation and the employer or the employer's representative to do their utmost to promote and maintain a calm and cooperative environment in the workplace. This obligation also applies to the employer.

The union representative is the employees' spokesperson and must manage all employee-related matters concerning the workplace. The union representative is the contact person for Krifa at the workplace.

The union representative has the right, upon request, to receive from the employer a list of employees under their jurisdiction when necessary for the performance of their duties. This request may be made a maximum of twice a year.

The list is confidential and must not be disclosed to third parties. Any received lists must be returned to the company or deleted when the individual ceases to be the union representative.

The employer should involve the union representative in difficult conversations, such as disciplinary hearings, warnings, dismissals and sick leave discussions, unless the employee in question does not wish it.

The union representative's duties must be performed in such a way that causes minimal disruption to their productive work and interferes as little as possible with the company's other operations. If it is necessary for the union representative to leave work to fulfil their duties, the employer must be notified in advance.

The union representative must always be indemnified with respect to pay and expenses when performing tasks assigned by the employer, whether these tasks are carried out during or outside normal working hours. The union representative must also receive remuneration for the working hours devoted to the position, provided that the specific task is performed at the workplace and has been communicated to the employer. If the performance of duties requires extraordinary attendance at the company, a travel allowance is paid as compensation for the time spent.

The union representative is entitled to an annual remuneration of DKK 9,360.00, which is paid with the December salary. If the union representative has not served for all 12 months of the year, the remuneration is calculated on a pro rata basis. No pension or holiday allowance is calculated from the remuneration. Payment of the remuneration is contingent upon the union representative completing a shop steward course conducted by Krifa. The union representative will not be paid for the absence related to participation in the course.

### **Sub. 7 Dismissal of union representative**

A union representative can only be dismissed for compelling reasons. The employer is obligated to extend the notice period by five months beyond the customary personal notice period, but not exceeding eight months. The union representative enjoys this protection for three months following the end of their tenure.

If the reason for dismissal can be directly attributed to the union representative, the extension of the notice period will be nullified. However, the personal notice period still applies. Any disputes regarding this between the parties will be settled by arbitration.

If the dismissal is due to circumstances related to the company, the five-month extension of the notice requirement is nullified. Whenever possible, the union representative should be among the last to be dismissed in the relevant professional group.

If the union representative is involved in negotiating a local agreement when the election period ends, the union representative protection is maintained until three months after the conclusion or breakdown of negotiations.

## § 48 Local agreements

### Sub. 1 Purpose

The purpose of local agreements is to facilitate agreements between the employer and employees at each company subject to the general collective agreement under KA, concerning increased flexibility and ensuring employee influence over their working conditions.

### Sub. 2 Utilisation

The following provisions of the General Collective Agreement may be deviated from by local agreements:

§ 11, sub. 2	Personal wage
§ 18	On-call duty
§ 20	Piecework provisions
§ 23	Work away from the principal workplace
§ 24	Travel for work
§ 25	Non-permanent workplaces

### Sub. 3 Rules for forming a local agreement

Local agreements are negotiated and concluded by the union representative or by all employees who will be affected by the agreement at the time it is made.

The validity of the agreement is conditional upon it being made in writing and signed by the employer and the union representative or employees. The validity is also conditional on no objections being raised to the election, cf. § 47, sub. 5, and on the agreement being submitted to KA, which will forward it to Krifa no later than 14 days after receipt.

### Sub. 4 Participation of organisations

If either the employer or the employees wish, KA and Krifa can participate in the negotiations. If a local agreement conflicts with the provisions on the composition of individual pay, either KA or Krifa, together with the employer/employees, can request negotiations.

### Sub. 5 Termination of local agreement

A local company agreement can be mutually terminated with three months' notice.

If the agreement has been entered into by the employees, it may be terminated with the aforementioned notice by a majority of the employees.

## § 49 Work environment

### **Sub. 1 Election and dismissal of health and safety representatives**

When a working environment committee is required, cf. the Working Environment Act, health and safety representatives must be elected.

Health and safety representatives are elected in accordance with the rules of working environment legislation. The election takes place during working hours. Up to half an hour of paid time off is given for the election. The election is only valid when it has been notified to the employer. Furthermore, the elected employee should notify their union of the election.

Health and safety representatives are elected for a two-year period.

Dismissal of a health and safety representative is subject<sup>4</sup> to the same rules as the dismissal of a union representative.

### **Sub. 2 Health and well-being**

With the aim of promoting well-being and preventing sickness absence, the parties to the collective agreement encourage each company to prepare and define roles and responsibilities for an active policy on health and well-being. This policy is prepared in collaboration between management and the health and safety representative/union representative and must be disseminated within the company.

To promote a good work environment within the company, the employer and employee must engage in an open dialogue to create solutions for mutual benefit.

If an action plan is drawn up at the individual company to reduce sick leave and/or improve the physical or mental work environment, this must be done in an open dialogue with the health and safety representative/union representative.

### **Sub. 3 Other provisions on work environment**

A smoking policy must be drawn up for each individual company. In addition, it is recommended that an alcohol policy be drawn up.

Where the nature of the work requires safety clothing and personal protective equipment, cf. the Working Environment Act, this must be provided by the employer.

# SECTORAL COLLECTIVE

# AGREEMENTS

<b>OFFICE</b>	<b>OFFICE</b>
<b>TRADE</b>	<b>TRADE</b>
<b>HAIRDRESSING</b>	<b>HAIR DRESSING</b>
<b>INDUSTRY</b>	<b>INDUSTRY</b>
<b>CONSTRUCTION</b>	<b>CONSTRUC- TION</b>
<b>SERVICE</b>	<b>SERVICE</b>
<b>HOTEL AND CATERING</b>	<b>HOTEL AND CATERING</b>
<b>TRANSPORT</b>	<b>TRANSPORT</b>
<b>GREEN SECTOR</b>	<b>GREEN SECTOR</b>
<b>AGRICULTURE</b>	<b>AGRI- CULTURE</b>
<b>DAYCARE CENTRES AND SOCIAL CARE FACILITIES</b>	<b>DAYCARE CENTRES AND SOCIAL CARE FACILITIES</b>

# Office

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## § 1 Coverage area

This sectoral collective agreement covers employees engaged in office functions and related warehouse functions.

## § 2 Pay provisions

### Sub. 1 Minimum wage

Pay in this sectoral collective agreement is the minimum wage. The personal wage is determined in accordance with the provisions in § 11, sub. 2 of the General Collective Agreement.

The minimum wage is set based on a working hour norm of 160.33 hours per month. In the event of a different agreed working hour norm, the monthly wage is adjusted pro rata.

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Unskilled workers	DKK 21,940	DKK 22,470	DKK 23,110
Skilled workers	DKK 24,370	DKK 24,890	DKK 25,540

### Sub. 2 EGU and IGU rates

The rate is set based on a working hour norm of 160.33 hours per month. In the event of a different agreed working hour norm, the monthly wage is adjusted pro rata.

EGU/IGU	From 1/3 2025	From 1/3 2026	From 1/3 2027
	DKK 13,060	DKK 13,340	DKK 13,610

### Sub. 3 Minimum wage for young workers

Minimum hourly rate for young workers:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
15-year-olds	DKK 62.00	DKK 63.25	DKK 64.75
16-year-olds	DKK 81.25	DKK 82.75	DKK 84.50
17-year-olds	DKK 93.50	DKK 95.50	DKK 97.50

### Sub. 4 Payment for public holidays

In companies that are closed on public holidays, the employee's working hours are reduced without any deductions from their salary for the number of hours they would have worked.

## § 3 Working hours

Working hours are organised in compliance with the provisions of § 15 of the General Collective Agreement.

### Sub. 1 Normal daily working hours

If the daily working hours exceed 10 hours, the additional hours are remunerated with a supplement as overtime.

## Sub. 2 Normal arrangement of working hours

The working hours can be scheduled on the first five weekdays of the week between 07.00 and 17.00 without this entailing payment of a supplement, cf. sub. 3.

## Sub. 3 Supplement for work at special times

If the agreed daily working hours are before 07.00 and/or after 17.00, the following supplement per hour is paid:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 17.00-24.00	DKK 33.75	DKK 34.25	DKK 35.00
Weekdays and Saturdays 00.00-07.00	DKK 51.25	DKK 52.25	DKK 53.25
Saturdays 07.00-14.00	DKK 33.75	DKK 34.25	DKK 35.00
Saturdays 14.00-24.00	DKK 100.25	DKK 102.25	DKK 104.25
Sundays and public holidays 00.00-24.00	DKK 100.25	DKK 102.25	DKK 104.25

The employee cannot get a higher supplement by moving the working hours to a different time than agreed.

For young workers, the following supplement is paid per hour:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 06.00-07.00	DKK 20.25	DKK 20.50	DKK 21.00
Weekdays 17.00-20.00	DKK 20.25	DKK 20.50	DKK 21.00

Furthermore, reference is made to the working environment legislation regarding young people's work.

## Sub. 4 Supplement for overtime

Overtime, as per § 16 of the General Collective Agreement, is paid with a supplement of:

1st - 3rd hour	+ 50%
Subsequent hours	+ 100%
Sundays and public holidays	+ 100%

The supplement is rounded up to the nearest half hour and based on the individual wage.

## § 4 On-call duty

If the employee performs on-call duty, payment for this is agreed locally.

## § 5 Local agreement

All provisions, except for § 1 and § 2 of this sectoral collective agreement, may be waived by local agreement in accordance with the rules in § 48 of the General Collective Agreement.

# Trade

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## § 1 Coverage area

This sectoral collective agreement covers employees engaged in trade and warehouse functions and related tasks.

## § 2 Pay provisions

### Sub. 1 Minimum wage

Pay in this sectoral collective agreement is the minimum wage. The personal wage is determined in accordance with the provisions in § 11, sub. 2 of the General Collective Agreement.

The minimum wage is set based on a working hour norm of 160.33 hours per month. In the event of a different agreed working hour norm, the monthly wage is adjusted pro rata.

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Unskilled workers	DKK 22,000	DKK 22,530	DKK 23,170
Skilled workers	DKK 24,120	DKK 24,640	DKK 25,290

### Sub. 2 EGU and IGU rates

The rate is set based on a working hour norm of 160.33 hours per month. In the event of a different agreed working hour norm, the monthly wage is adjusted pro rata.

EGU/IGU	From 1/3 2025	From 1/3 2026	From 1/3 2027
	DKK 13,060	DKK 13,330	DKK 13,610

### Sub. 3 Minimum wage for young workers

Minimum hourly rate for young workers:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
15-year-olds	DKK 62.25	DKK 63.50	DKK 65.00
16-year-olds	DKK 80.75	DKK 82.25	DKK 84.00
17-year-olds	DKK 93.75	DKK 95.75	DKK 97.75

### Sub. 4 Payment for public holidays

In companies that are closed on public holidays, the employee's working hours are reduced without any deductions from their salary for the number of hours they would have worked.

## § 3 Working hours

Working hours are organised in compliance with the provisions of § 15 of the General Collective Agreement.

### Sub. 1 Normal daily working hours

If the daily working hours exceed 10 hours, the additional hours are remunerated with a supplement as overtime.

### Sub. 2 Normal arrangement of working hours

Working hours can be scheduled during the first five weekdays of the week between 06.00 and 19.00 and on Saturdays between 06.00 and 16.00 without supplement, cf. sub. 3.

Work must be scheduled so that the employee is only required to work three times a week after 19.00 and two Saturdays a month after 16.00. Nonetheless, the week before Christmas, Easter and Pentecost, as well as during fairs and two annual sales, are exceptions to this rule.

Permanent employees have the right, if they so wish, to 2 x 2 consecutive days off every four weeks. One set of these blocks (2 days) must be on a Saturday and Sunday.

### Sub. 3 Supplement for work at special times

If the agreed daily working hours are scheduled on weekdays before 06.00 and/or after 19.00, on Saturdays before 06.00 and/or after 16.00, as well as on Sundays and public holidays, the following supplement is paid per hour:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 19.00 - 24.00	DKK 30.00	DKK 30.75	DKK 31.25
Weekdays and Saturdays 00.00 - 06.00	DKK 45.75	DKK 46.50	DKK 47.50
Saturdays 16.00 - 24.00	DKK 45.75	DKK 46.50	DKK 47.50
Sundays and public holidays 00.00 - 24.00	DKK 51.50	DKK 52.50	DKK 53.50

For young workers, the supplement for work at special times, per hour, is:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 19.00 - 22.00	DKK 19.25	DKK 19.50	DKK 20.00
Saturdays 16.00 - 22.00	DKK 27.75	DKK 28.25	DKK 29.00
Sundays and public holidays 06.00 - 22.00	DKK 32.50	DKK 33.00	DKK 33.75

Furthermore, reference is made to the working environment legislation regarding young people's work.

### Sub. 4 24-hour kiosks and service stations

For work at special times, employees at 24-hour kiosks and service stations are compensated with a supplement amounting to 50% of the rates specified in sub. 3.

### Sub. 5 Supplement for overtime

Overtime, as per § 16 of the General Collective Agreement, is paid with a supplement of:

1st - 3rd hour	+ 50%
Subsequent hours	+ 100%
Sundays and public holidays	+ 100%

The supplement is rounded up to the nearest half hour and based on the individual wage.

## **§ 4 Payment for public holidays**

### **Sub. 1 Hourly-paid employees**

For all hourly-paid employees, the employer deposits an amount equivalent to 4.0% of the employee's holiday-entitled pay into a special account or includes the payment for public holidays in the wage for the other days at 3.56% of the holiday-entitled wage. Holiday allowance is not calculated on the payment for public holidays.

If overtime is required to be performed on public holidays, only the personal wage and supplement are paid, cf. § 3, sub. 3.

§ 13, sub. 4-7 of the General Collective Agreement shall apply accordingly.

### **Sub. 2 Monthly salaried employees**

When a public holiday occurs on a day when the employee normally works, the employee is entitled to time off without wage deductions. If work is performed, the employee is entitled to time off equivalent to 7.4 hours per public holiday, along with the right to a supplement, cf. § 3, sub. 3.

For part-time employees, this entitlement is pro rata.

If overtime is required on public holidays, the employee is entitled to time off or payment for the hours worked. This is supplemented with a payment, cf. § 3, sub. 3. There is no entitlement to overtime supplement, irrespective of the provision in § 16, sub. 5 of the General Collective agreement. However, there is an entitlement to an overtime supplement when overtime is imposed on public holidays that fall on a regular day off.

## **§ 5 On-call duty**

If the employee performs on-call duty, payment for this is agreed locally.

## **§ 6 Local agreement**

All provisions, except for § 1, § 2 and § 4 of this sectoral collective agreement, may be waived by a local agreement concluded in accordance with the rules in the General Collective Agreement's § 48.

# Hairdressing

## § 1 Coverage area

This sectoral collective agreement applies to skilled hairdressers and assistants in hairdressing salons. A hairdresser is considered skilled if they have completed and passed the hairdressing vocational training, or have completed and passed the theory and apprenticeship exam through a private hairdressing school and/or internship.

## § 2 Pay conditions

### Sub. 1 Minimum wage

The hourly wage in this sectoral collective agreement is the minimum wage, and the personal wage is determined in accordance with the rules in the General Collective Agreement's § 11, sub. 2.

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Skilled hairdressers	DKK 162.25	DKK 165.50	DKK 169.50
Assistants	DKK 142.00	DKK 145.25	DKK 149.25

For skilled hairdressers with less than 12 months of industry length of service, the minimum wage can be reduced by DKK. 10.75 per hour.

### Sub. 2 Intern salary

Interns are students who have completed the apprenticeship theory exam at a private hairdressing school and who have entered into an agreement with a professional to complete the practical apprenticeship exam. Interns can participate in salon training for a maximum of 12 months.

The minimum hourly wage for interns is:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
0-6 months	DKK 110.25	DKK 112.50	DKK 115.00
6-12 months	DKK 117.50	DKK 120.00	DKK 122.50

### Sub. 3 Commission salary

An agreement on commission salary can be made. If such an agreement has been concluded, the employee is ensured a guaranteed salary equivalent to the minimum wage. The commission agreement must indicate the period over which the commission salary is calculated. Commission salary agreements must be in writing and can be concluded with the individual employee or in accordance with rules on concluding local agreements.

### Sub. 4 Managers/store managers

For managers and store managers, the salary provisions in the General Collective Agreement, cf. § 11, sub. 6, may be applied.

## Sub. 5 Minimum wage for young workers

Minimum hourly rate for young workers

	From 1/3 2025	From 1/3 2026	From 1/3 2027
15-year-olds	DKK 57.75	DKK 59.00	DKK 60.25
16-year-olds	DKK 70.50	DKK 72.00	DKK 73.50
17-year-olds	DKK 91.75	DKK 93.50	DKK 95.50

## § 3 Working hours

Working hours are organised in compliance with the provisions of § 15 of the General Collective Agreement.

### Sub. 1 Normal daily working hours

If the daily working hours exceed 10 hours, a supplement of 100% of the minimum wage is paid for the excess hours.

### Sub. 2 Normal arrangement of working hours

Working hours can be scheduled during the first five weekdays of the week between 08.00 and 20.00 and on Saturdays between 08.00 and 16.00 without supplement, cf. sub. 3.

### Sub. 3 Work at special times

If working hours are scheduled on weekdays before 08.00 and/or after 20.00, on Saturdays before 08.00 and/or after 16.00, or on Sundays and public holidays, the following supplement is paid per hour:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 20.00-24.00	DKK 31.25	DKK 32.00	DKK 32.75
Weekdays and Saturdays 00.00-08.00	DKK 62.75	DKK 64.00	DKK 65.25
Saturdays 16.00-24.00	DKK 62.75	DKK 64.00	DKK 65.25
Sundays 00:00–24:00	DKK 71.00	DKK 72.25	DKK 73.75
Public holidays 00:00-24:00	DKK 105.50	DKK 107.75	DKK 109.75

For assistants under 18 years of age, the supplement is:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 20.00-22.00	DKK 20.25	DKK 20.50	DKK 21.00
Saturdays 16.00-20.00	DKK 28.75	DKK 29.50	DKK 30.00
Sundays and public holidays 07.00-20.00	DKK 33.50	DKK 34.00	DKK 34.75

Furthermore, reference is made to the working environment legislation regarding young people's work.

#### **Sub. 4 Payment for overtime**

Overtime, cf. § 16 of the General Collective Agreement, is compensated with a supplement per hour of:

1st - 3rd hour	+ 50%
Subsequent hours	+ 100%
Sundays and public holidays	+ 100%

The supplement is rounded up to the nearest half hour and calculated from the minimum wage.

### **§ 4 Pay during illness and parental leave**

#### **Sub. 1 Sick pay**

Sick pay is paid in accordance with the General Collective Agreement's rules thereon.

Sick pay is calculated as an average of the total salary excluding any bonus and/or commission within the last 13 weeks before the illness occurs.

#### **Sub. 2 Pay during parental leave**

Parental leave pay is paid in accordance with § 36 of the General Collective Agreement.

Parental leave pay is calculated as an average of the total salary including any bonus and/or commission within the last 13 weeks before the leave begins.

### **§ 5 Local agreement**

The provisions of § 3 of this sectoral collective agreement may be deviated from by local agreement concluded in accordance with the rules in § 48 of the General Collective Agreement.

# Industry

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## § 1 Coverage area

This sectoral collective agreement covers skilled and unskilled workers employed in production as well as mechanics, machine operators, fitters, blacksmiths, welders, warehouse workers, and employees who perform related tasks.

## § 2 Pay provisions

### Sub. 1 Minimum wage

Pay in this sectoral collective agreement is the minimum wage. The personal wage is determined in accordance with the provisions in § 11, sub. 2 of the General Collective Agreement.

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Unskilled	DKK 141.25	DKK 144.50	DKK 148.50
Skilled	DKK 146.00	DKK 149.25	DKK 153.25

### Sub. 2 EGU and IGU rates

	From 1/3 2025	From 1/3 2026	From 1/3 2027
1st year	DKK 81.25	DKK 82.75	DKK 84.50
2nd year	DKK 92.00	DKK 93.75	DKK 95.75

### Sub. 3 Minimum wage for young workers

Minimum hourly rate for young workers:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
15-year-olds	DKK 58.00	DKK 59.25	DKK 60.50
16-year-olds	DKK 71.25	DKK 72.75	DKK 74.25
17-year-olds	DKK 92.25	DKK 94.00	DKK 96.00

## § 3 Working hours

Working hours are organised in compliance with the provisions of § 15 of the General Collective Agreement.

### Sub. 1 Normal daily working hours

If the daily working hours exceed 10 hours, a supplement of 100% of the minimum wage is paid for the additional hours.

### Sub. 2 Normal arrangement of working hours

The working hours can be scheduled on the first five weekdays of the week between 06.00 and 18.00 without this entailing payment of a supplement, cf. sub. 3.

### Sub. 3 Work at special times

If the agreed daily working hours are set before 06:00 and/or after 18:00 as well as on Saturdays and Sundays, the following supplement is paid per hour:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 18.00-23.00	DKK 30.00	DKK 30.75	DKK 31.25
Weekdays 23.00-06.00	DKK 35.25	DKK 36.00	DKK 36.50
Saturdays 00.00-06.00	DKK 35.25	DKK 36.00	DKK 36.50
Saturdays 06.00-14.00	DKK 30.00	DKK 30.75	DKK 31.25
Saturdays 14.00-24.00	DKK 101.50	DKK 103.50	DKK 105.50
Sundays and public holidays 00.00-24.00	DKK 101.50	DKK 103.50	DKK 105.50

For young workers, the supplement for work between 18:00 and 20:00 per hour is:

From 1/3 2025	From 1/3 2026	From 1/3 2027
DKK 21.25	DKK 21.50	DKK 22.00

Furthermore, reference is made to the special regulations on working hours in the working environment legislation regarding the work of young people.

### Sub. 4 Supplement for shift work and special weekend shifts

A supplement per hour is paid for shift work:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 18.00-23.00	DKK 30.00	DKK 30.75	DKK 31.25
Weekdays 23.00-06.00	DKK 35.25	DKK 36.00	DKK 36.50
Saturdays 00.00-06.00	DKK 35.25	DKK 36.00	DKK 36.50
Saturdays 06.00-14.00	DKK 30.00	DKK 30.75	DKK 31.25
Saturdays 14.00-24.00	DKK 101.50	DKK 103.50	DKK 105.50
Sundays and public holidays 00.00-24.00	DKK 101.50	DKK 103.50	DKK 105.50

For special weekend shifts, the following supplement is paid per hour:

From 1/3 2025	From 1/3 2026	From 1/3 2027
DKK 101.50	DKK 103.50	DKK 105.50

These pay rates apply from 0.00 on Saturday to 24.00 on Sunday.

### Sub. 5 Payment for overtime

Overtime, cf. § 16 of the General Collective Agreement, is compensated with a supplement per hour of:

1st - 3rd hour	+ 50%
Subsequent hours	+ 100%
Sundays and public holidays	+ 100%

The supplement is rounded up to the nearest half hour and calculated from the minimum wage.

## **§ 4 On-call duty**

Payment for on-call duty DKK 19.50 per hour of on-call duty.

Work performed on call is paid as overtime, with a minimum of one hour. For call-outs between 21:00 and 06:00, a 100% supplement of the minimum wage is paid. Travel time to and from home is included in the working hours.

A mobile phone will be made available by the employer.

## **§ 5 Waiting time and unproductive attendance for non-salaried employees**

### **Sub. 1 Definition of waiting time**

Waiting time occurs when the employee cannot work due to no fault of their own, such as machine downtime, weather conditions, unacceptable indoor temperature or lack of materials.

### **Sub. 2 Payment for waiting time**

A personal hourly rate is paid for waiting time.

### **Sub. 3 Definition of unproductive attendance**

Unproductive attendance means that an employee shows up for work but is sent home without working, or work is halted, thus the employee is sent home.

### **Sub. 4 Payment for unproductive attendance**

In case of unproductive attendance, the minimum wage is paid for the remaining planned working hours for that day, with a maximum of 7.4 hours in total.

## **§ 6 Local agreement**

All provisions except for § 1 and § 2 of this sectoral collective agreement may be waived by a local agreement concluded in accordance with the rules in § 48 of the General Collective Agreement.

# Construction

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## § 1 Coverage area

This sectoral collective agreement covers skilled and unskilled employees engaged in construction and civil engineering tasks.

## § 2 Pay provisions

### Sub. 1 Minimum wage

Pay in this sectoral collective agreement is the minimum wage. The personal wage is determined in accordance with the provisions in § 11, sub. 2 of the General Collective Agreement.

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Unskilled			
Skilled	DKK 142.75	DKK 146.00	DKK 150.00
	DKK 153.25	DKK 156.50	DKK 160.50

### Sub. 2 EGU and IGU rates

	From 1/3 2025	From 1/3 2026	From 1/3 2027
1st year	DKK 80.50	DKK 82.00	DKK 83.75
2nd year	DKK 95.50	DKK 97.50	DKK 99.50

### Sub. 3 Minimum wage for young workers

Minimum hourly rate for young workers:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
15-year-olds	DKK 57.50	DKK 58.75	DKK 59.75
16-year-olds	DKK 70.25	DKK 71.75	DKK 73.25
17-year-olds	DKK 91.00	DKK 93.00	DKK 95.00

## § 3 Working hours

Working hours are organised in compliance with the provisions of § 15 of the General Collective Agreement.

### Sub. 1 Normal daily working hours

If the daily working hours exceed 10 hours, a supplement of 100% of the minimum wage is paid for the additional hours.

### Sub. 2 Normal arrangement of working hours

The working hours can be scheduled on the first five weekdays of the week between 06.00 and 18.00 without this entailing payment of a supplement, cf. sub. 3.

### Sub. 3 Work at special times

If the daily working hours are scheduled on weekdays before 06:00 and/or after 18:00, as well as on Saturdays and Sundays, the following supplement is paid per hour:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 18.00-23.00	DKK 29.00	DKK 29.75	DKK 30.25
Weekdays 23.00-06.00	DKK 37.50	DKK 38.25	DKK 39.00
Saturdays 00.00-06.00	DKK 37.50	DKK 38.25	DKK 39.00
Saturdays 06.00-14.00	DKK 29.00	DKK 29.75	DKK 30.25
Saturdays 14.00-24.00	DKK 102.00	DKK 104.00	DKK 106.00
Sundays and public holidays 00.00-24.00	DKK 102.00	DKK 104.00	DKK 106.00

For young workers aged between 15 and 17, the supplement for work on weekdays between 18:00 and 20:00 per hour is:

From 1/3 2025	From 1/3 2026	From 1/3 2027
DKK 21.00	DKK 21.25	DKK 21.75

Furthermore, reference is made to the working environment legislation regarding young people's work.

### Sub. 4 Shift work and special weekend shifts

A supplement per hour is paid for shift work:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 18.00-23.00	DKK 29.00	DKK 29.75	DKK 30.25
Weekdays 23.00-06.00	DKK 37.25	DKK 38.00	DKK 38.75
Saturdays 00.00-06.00	DKK 37.25	DKK 38.00	DKK 38.75
Saturdays 06.00-14.00	DKK 29.00	DKK 29.75	DKK 30.25
Saturdays 14.00-24.00	DKK 102.00	DKK 104.00	DKK 106.00
Sundays 00:00–24:00	DKK 102.00	DKK 104.00	DKK 106.00

For special weekend shifts, the following supplement is paid per hour:

From 1/3 2025	From 1/3 2026	From 1/3 2027
DKK 102.00	DKK 104.00	DKK 106.00

Payment rates apply from the beginning of Saturday to the end of Sunday.

### Sub. 5 Payment for overtime

Overtime, as per § 16 of the General Collective Agreement, is paid with a supplement of:

1st - 3rd hour	+ 50%
Subsequent hours	+ 100%
Sundays and public holidays	+ 100%

The supplement is calculated from the minimum wage. The supplement is rounded up to the nearest half hour.

### **Sub. 6 On-call duty**

If the employee performs on-call duty, payment for this is agreed locally.

## **§ 4 Waiting time and unproductive attendance for non-salaried employees**

### **Sub. 1 Definition of waiting time**

Waiting time occurs when the employee cannot work due to no fault of their own, such as machine downtime, weather conditions, unacceptable indoor temperature or lack of materials.

### **Sub. 2 Payment for waiting time**

A personal hourly rate is paid for waiting time.

### **Sub. 3 Definition of unproductive attendance**

Unproductive attendance means that an employee shows up for work but is sent home without working, or work is halted, thus the employee is sent home.

### **Sub. 4 Payment for unproductive attendance**

In case of unproductive attendance, the minimum wage is paid for the remaining planned working hours for that day, with a maximum of 7.4 hours in total.

## **§ 5 Local agreement**

All provisions except for § 1 and § 2 of this sectoral collective agreement may be waived by a local agreement concluded in accordance with the rules in § 48 of the General Collective Agreement.

# Service

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## § 1 Coverage area

This sectoral collective agreement covers employees engaged in janitorial work, supervision and security duties, cleaning and other incidental work.

## § 2 Pay provisions

### Sub. 1 Minimum wage

Pay in this sectoral collective agreement is the minimum wage. The personal wage is determined in accordance with the provisions in § 11, sub. 2 of the General Collective Agreement.

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Minimum wage	DKK 150.75	DKK 154.00	DKK 158.00

Janitors with relevant vocational training and security personnel:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Minimum wage	DKK 162.25	DKK 165.50	DKK 169.50

### Sub. 2 Performance-based pay for cleaning work

Performance-based pay means that a given task is measured to take a specified amount of time. Remuneration for measured hours is at the following rates per hour minimum:

Performance-based pay	From 1/3 2025	From 1/3 2026	From 1/3 2027
	DKK 166.25	DKK 169.50	DKK 173.50

### Sub. 3 EGU and IGU rates

	From 1/3 2025	From 1/3 2026	From 1/3 2027
1st year	DKK 85.50	DKK 87.25	DKK 89.25
2nd year	DKK 101.75	DKK 104.00	DKK 106.25

### Sub. 4 Minimum wage for young workers

Minimum hourly rate for young workers

	From 1/3 2025	From 1/3 2026	From 1/3 2027
15-year-olds	DKK 61.25	DKK 62.50	DKK 63.75
16-year-olds	DKK 74.50	DKK 76.00	DKK 77.75
17-year-olds	DKK 94.75	DKK 96.75	DKK 98.75

## § 3 Working hours

Working hours are organised in compliance with the provisions of § 15 of the General Collective Agreement.

### Sub. 1 Normal daily working hours

If the daily working hours are planned to exceed 10 hours, a supplement of 100% of the minimum wage is paid for the additional hours.

### Sub. 2 Normal arrangement of working hours

Working hours can be scheduled on weekdays and Saturdays between 04:00 and 19:00 without incurring extra payment, cf. sub. 3.

### Sub. 3 Work at special times

If the daily working hours are scheduled on weekdays or Saturdays before 04:00 and/or after 19:00 and on Sundays, the following supplement is paid per hour:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays and Saturdays 19:00-04:00	DKK 24.50	DKK 25.00	DKK 25.50
Sundays and public holidays 00.00-24.00	DKK 37.25	DKK 38.00	DKK 38.75

For young workers, the following supplement is paid per hour:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays and Saturdays 19:00-20:00	DKK 18.00	DKK 18.50	DKK 18.75
Sundays and public holidays 00.00-20.00	DKK 32.25	DKK 32.75	DKK 33.50

Furthermore, reference is made to the special regulations on working hours in the working environment legislation regarding the work of young people.

### Sub. 4 Notice rules

Working hours must be determined four weeks in advance. Any changes to the scheduling of working hours require a notice period of one day.

### Sub. 5 Payment for overtime

Overtime, as per § 16 of the General Collective Agreement, is paid with a supplement of:

1st - 3rd hour	+ 50%
Subsequent hours	+ 100%
Sundays and public holidays	+ 100%

The supplement is calculated from the minimum wage. The supplement is rounded up to the nearest half hour.

## **§ 4 Payment for public holidays**

### **Sub. 1 Hourly-paid employees**

For all hourly-paid employees, the employer deposits an amount equivalent to 4.0% of the employee's holiday-entitled pay into a special account or includes the payment for public holidays in the wage for the other days at 3.56% of the holiday-entitled wage. Holiday allowance is not calculated on the payment for public holidays.

If overtime is required to be performed on public holidays, only the personal wage and supplement are paid, cf. § 3, sub. 3.

§ 13, sub. 4-7 of the General Collective Agreement shall apply accordingly.

### **Sub. 2 Monthly salaried employees**

When a public holiday occurs on a day when the employee normally works, the employee is entitled to time off without wage deductions. If work is performed, the employee is entitled to time off equivalent to 7.4 hours per public holiday, along with the right to a supplement, cf. § 3, sub. 3.

For part-time employees, this entitlement is pro rata.

If overtime is required on public holidays, the employee is entitled to time off or payment for the hours worked. This is supplemented with a payment, cf. § 3, sub. 3. There is no entitlement to overtime supplement, irrespective of the provision in § 16, sub. 5 of the General Collective agreement. However, there is a right to receive an overtime supplement for additional work assigned on public holidays that coincide with a regular day off.

## **§ 5 On-call duty**

Payment for on-call duty DKK 20.75 per hour of on-call duty.

Work performed on call is paid as overtime, with a minimum of one hour. For call-outs between 21:00 and 06:00, a 100% supplement of the minimum wage is paid. Travel time to and from home is included in the working hours.

A mobile phone will be made available by the employer.

## **§ 6 Split shift**

If the working hours involve a split shift, a supplement per day equivalent to one hour's minimum wage is paid. Only one split shift may be scheduled per day.

## **§ 7 Transport provisions**

When the employee is required by the employer to travel between workplaces, the employer pays for the transport and the time spent. Travel time is compensated as part of the personal wage.

Reference is also made to the provisions of the General Collective Agreement concerning non-permanent workplaces. (§ 25)

## **§ 8 Waiting time and unproductive attendance for non-salaried employees**

### **Sub. 1 Definition of waiting time**

Waiting time occurs when the employee cannot work due to no fault of their own, such as machine downtime, weather conditions, unacceptable indoor temperature or lack of materials.

### **Sub. 2 Payment for waiting time**

A personal hourly rate is paid for waiting time.

### **Sub. 3 Definition of unproductive attendance**

Unproductive attendance means that an employee shows up for work but is sent home without working, or work is halted, thus the employee is sent home.

### **Sub. 4 Payment for unproductive attendance**

In case of unproductive attendance, the minimum wage is paid for the remaining planned working hours for that day, with a maximum of 7.4 hours in total.

## **§ 9 Local agreement**

All provisions except for § 1, § 2 and § 4 of this sectoral collective agreement may be deviated from by local agreement, concluded in accordance with the rules in § 48 of the General Collective Agreement.

# Hotel and Catering

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## § 1 Coverage area

This sectoral collective agreement covers caterers and similar workers, waiters, other serving staff, receptionists, housekeepers and assistants.

## § 2 Pay provisions

### Sub. 1 Minimum wage

The hourly rate in this sectoral collective agreement is the minimum wage. The personal hourly rate is determined in accordance with the provisions in § 11, sub. 2 of the General Collective Agreement.

	From 1/3 2025	From 1/3 2026	From 1/3 2027
More than 3 years training	DKK 167.00	DKK 170.25	DKK 174.25
Less than 3 years training	DKK 143.25	DKK 146.50	DKK 150.50

### Sub. 2 Commission salary

An agreement may be made on remuneration with a commission salary. Individual agreements on commission salary must be made in writing to be valid.

The personal hourly rate must be guaranteed, whether the rate is determined through free negotiation or fixed prices. The minimum profit is calculated monthly.

Where work is conducted with own or shared inventories, daily stocktaking must take place. The employee is entitled to witness the inventory check. Employees are liable for the inventories unless they have been handed over to the business or are securely locked away.

### Sub. 3 EGU and IGU rates

The rates are based on a working time norm of 160.33 hours per month. If a different working time norm is agreed, the monthly salary is adjusted pro rata:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
1. year	DKK 14,310.00	DKK 14,610.00	DKK 14,920.00
2. year	DKK 16,290.00	DKK 16,630.00	DKK 16,980.00

### Sub. 4 Minimum wage for young workers

Minimum hourly rate for young workers:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
15-year-olds	DKK 57.00	DKK 58.00	DKK 59.25
16-year-olds	DKK 70.75	DKK 72.25	DKK 73.75
17-year-olds	DKK 93.00	DKK 94.75	DKK 96.75

## § 3 Working hours

Working hours are organised in compliance with the provisions of § 15 of the General Collective Agreement.

### Sub. 1 Normal daily working hours

If the daily working hours exceed 10 hours, a supplement of 100% of the minimum wage is paid for the additional hours.

### Sub. 2 Normal arrangement of working hours

Working hours can be scheduled on the first five weekdays between 06:00 and 18:00 and on Saturdays between 06:00 and 17:00, without incurring a supplement, cf. sub. 3.

Permanent employees are entitled, if they so wish, to one weekend and one Sunday off in a four-week period. If the employee is required to work on these days, a supplement of 50% of the personal wage is paid.

### Sub. 3 Work at special times

If the daily working hours are scheduled on weekdays before 06:00 or after 18:00, and on Saturdays after 17:00, the following supplement is paid per hour:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 18.00-24.00	DKK 17.75	DKK 18.25	DKK 18.50
Saturdays 17.00-24.00	DKK 17.75	DKK 18.25	DKK 18.50
Weekdays and Saturdays 00.00-06.00	DKK 26.50	DKK 27.00	DKK 27.50
Sundays and public holidays 00.00-24.00	DKK 26.50	DKK 27.00	DKK 27.50

For young workers, the following supplement is paid per hour:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 18.00-24.00	DKK 10.75	DKK 11.00	DKK 11.25
Saturdays 17.00-24.00	DKK 10.75	DKK 11.00	DKK 11.25
Sundays and public holidays 06.00-24.00	DKK 15.75	DKK 16.25	DKK 16.50

Furthermore, reference is made to the working environment legislation regarding young people's work.

### Sub. 4 Constitution Day, Christmas Eve and New Year's Eve

On Constitution Day and Christmas Eve, work is paid as on a public holiday. Work after 18.00 on 31 December it is paid as overtime.

### Sub. 5 Notice rules

Working hours must be determined four weeks in advance. However, this does not apply to staff employed as relief workers. Changes to the allocation of working hours can be made with seven days' notice. In special circumstances, such as staff illness, changes to the allocation of working hours may be notified with one day's notice.

If the work is required to be performed at changed times during the notice period, a supplement per hour is paid for the changed hours of DKK 19.00.

For young people between 15 and 17 years of age, the supplement per hour is DKK. 12.00.

Changes to the allocation of working hours can be agreed so that the change can take effect with shorter notice, without resulting in payment of a supplement for rescheduled hours.

### **Sub. 6 Additional work for part-time employees**

Part-time employees' work beyond the agreed number of hours but up to the full-time norm is considered additional work and is paid at the regular hourly wage. Overtime cannot be mandated.

### **Sub. 7 Swapping of shifts**

Minimum/overtime hours will not be calculated if an employee requests extra time off or extra work, or if swapped shifts are agreed between employees and/or relief workers.

### **Sub. 8 Payment for overtime**

Overtime, as per § 16 of the General Collective Agreement, is paid with a supplement of:

1st - 3rd hour	+ 50%
Subsequent hours	+ 100%
Sundays and public holidays	+ 100%

The supplement is calculated from the minimum wage. The supplement is rounded up to the nearest half hour.

## **§ 4 On-call duty**

For three hours of on-call duty, one hour's minimum wage is paid. Work done on call is paid at a personal hourly wage. However, payment is made for at least one hour of work. After 21.00, a 100% supplement of the minimum wage is paid.

A mobile phone will be made available by the employer.

## **§ 5 Split shift**

If the working hours involve a split shift, a supplement per day equivalent to one hour's minimum wage is paid. Only one split shift may be scheduled per day.

## **§ 6 Relief workers and on-call shifts**

### **Sub. 1 Minimum payment**

Relief workers and on-call workers are notified as soon as possible of when the work is to be carried out. A minimum of three hours of work per day is paid on attendance.

### **Sub. 2 Payment for cancellation of on-call shift**

Where relief workers and on-call workers have their agreed working hours cancelled later than three hours before the scheduled start time, they will be paid for the number of hours that should have been worked, up to a maximum of three hours.

## **§ 7 Waiting time and unproductive attendance for non-salaried employees**

### **Sub. 1 Definition of waiting time**

Waiting time occurs when the employee cannot work due to no fault of their own, such as machine downtime, weather conditions, unacceptable indoor temperature or lack of materials.

### **Sub. 2 Payment for waiting time**

A personal hourly rate is paid for waiting time.

### **Sub. 3 Definition of unproductive attendance**

Unproductive attendance means that an employee shows up for work but is sent home without working, or work is halted, thus the employee is sent home.

### **Sub. 4 Payment for unproductive attendance**

In case of unproductive attendance, the minimum wage is paid for the remaining planned working hours for that day, with a maximum of 7.4 hours in total.

## **§ 8 Local agreement**

All provisions except for § 1 and § 2 of this sectoral collective agreement may be waived by a local agreement concluded in accordance with the rules in § 48 of the General Collective Agreement.

# Transport

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## Chapter 1 Hourly rate for driving

## Chapter 2 Driving with overnight accommodation

## Chapter 3 Other working conditions

## Chapter 4 Commission-based taxi drivers

## Chapter 5 Local agreements

### § 1 Coverage area

This collective agreement applies to employees who carry out work in freight and passenger transport and related tasks.

## CHAPTER 1

### HOURLY RATE FOR DRIVING

#### § 2 Pay conditions

##### Sub. 1 Minimum wage

The hourly rate in this sectoral collective agreement is the minimum wage. The personal wage is determined in accordance with the provisions in § 11, sub. 2 of the General Collective Agreement.

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Drivers – freight transport	DKK 163.50	DKK 166.75	DKK 170.75
Drivers			
– passenger transport vehicles ≥ 3500 kg	DKK 167.25	DKK 170.50	DKK 174.50
Drivers			
– passenger transport vehicles < 3500 kg	DKK 156.25	DKK 159.50	DKK 163.50
Warehouse and driver assistants			
bus stewards and guides	DKK 160.25	DKK 163.50	DKK 167.50

##### Sub. 2 EGU and IGU rates

	From 1/3 2025	From 1/3 2026	From 1/3 2027
EGU/IGU	DKK 78.00	DKK 79.75	DKK 81.50

##### Sub. 3 Minimum wage for young workers

	From 1/3 2025	From 1/3 2026	From 1/3 2027
16-year-olds	DKK 80.25	DKK 81.75	DKK 83.50
17-year-olds	DKK 99.75	DKK 102.00	DKK 104.00

#### Sub. 4 Payment for overtime

Overtime, as per § 16 of the General Collective Agreement, is paid with a supplement of:

1st - 3rd hour	+ 50%
Subsequent hours	+ 100%
Sundays and public holidays	+ 100%

The supplement is calculated from the minimum wage. The supplement is rounded up to the nearest half hour.

### § 3 Working hours

Working hours must be organised in accordance with § 15 of the General Collective Agreement, while also adhering to driving/rest time provisions.

#### Sub. 1 Normal daily working hours

Daily working hours are a maximum of 12 hours. If the daily working hours exceed 12 hours, a supplement of 100% of the minimum wage is paid for the additional hours.

#### Sub. 2 Normal arrangement of working hours

Working hours can be scheduled on the first five weekdays between 06:00 and 18:00 without incurring a supplement, as specified in sub. 3a and sub. 3b.

#### Sub. 3a Work at specific times (FREIGHT TRANSPORT)

If the daily working hours are scheduled on weekdays before 06:00 or after 18:00, or on Saturdays, Sundays and public holidays, the following supplement is paid per hour:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 18.00 - 23.00	DKK 36.00	DKK 36.75	DKK 37.50
Weekdays 23.00 - 06.00	DKK 42.50	DKK 43.50	DKK 44.25
Saturdays 00.00 - 14.00	DKK 36.00	DKK 36.75	DKK 37.50
Saturdays 14.00 - 24.00	DKK 75.00	DKK 76.50	DKK 78.00
Sundays and public holidays 00.00 - 24.00	DKK 75.00	DKK 76.50	DKK 78.00

For young people between 16 and 17 years of age, the following supplement is paid per hour:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 18.00 - 20.00	DKK 20.00	DKK 20.25	DKK 20.75
Saturdays 06.00 - 14.00	DKK 20.00	DKK 20.25	DKK 20.75
Saturdays from 14:00	DKK 39.00	DKK 39.75	DKK 40.50
Sundays and public holidays until 20:00	DKK 39.00	DKK 39.75	DKK 40.50

Furthermore, reference is made to the working environment legislation regarding young people's work.

### **Sub. 3b Work at special times (PASSENGER TRANSPORT)**

If the daily working hours are scheduled on weekdays before 06:00 and/or after 18:00, or on Saturdays after 14:00, or on Sundays and public holidays, the following supplement per hour is paid:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 18.00 - 23.00	DKK 27.00	DKK 27.50	DKK 28.00
Weekdays 23.00 - 06.00	DKK 30.50	DKK 31.25	DKK 31.75
Saturdays 00.00 - 06.00	DKK 30.50	DKK 31.25	DKK 31.75
Saturdays 14.00 - 24.00	DKK 33.25	DKK 33.75	DKK 34.50
Sundays and public holidays 00.00 - 24.00	DKK 38.25	DKK 39.00	DKK 39.75

For young people between 16 and 17 years of age, the following supplement is paid per hour:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 18.00 - 20.00	DKK 20.00	DKK 20.25	DKK 20.75
Saturdays 14.00 - 20.00	DKK 20.00	DKK 20.25	DKK 20.75
Sundays and public holidays 06.00 - 20.00	DKK 23.75	DKK 24.25	DKK 24.75

Furthermore, reference is made to the working environment legislation regarding young people's work.

### **Sub. 4 Driving with overnight accommodation**

For driving with overnight accommodation lasting less than 24 hours, a supplement of DKK 4.00 per hour worked is paid. Unless otherwise agreed, the employer shall cover board and lodging on presentation of an invoice.

For journeys of 24 hours or more, the driver is compensated according to the rules in chapter 2.

### **Sub. 5 Split shift**

If driving involves a split shift, a daily supplement equivalent to one hour's minimum wage is payable. Only one split shift may be scheduled per day.

## **§ 4 On-call duty**

### **Sub. 1 Payment**

Payment for on-call duty DKK 25.50 per hour of on-call duty.

### **Sub. 2 Payment for work performed**

Work performed on call is paid as overtime, with a minimum of one hour. Travel time to and from home is included in the working hours. For call-outs between 21:00 and 06:00, a 100% supplement on the minimum wage is payable.

A mobile phone is made available by the employer.

On-call duty cannot be included in the scheduled working hours.

### Sub. 3 Local negotiation

Should a local agreement be concluded regarding on-call duty, consideration must be given to the employee's workload, including expectations of the position, call-out frequency and the general inconvenience of being on-call outside normal working hours.

## CHAPTER 2

### DRIVING WITH OVERNIGHT ACCOMMODATION

#### § 5 Definition

Driving with overnight accommodation refers to driving that requires overnight accommodation according to the driving/rest time regulations.

#### § 6 Freight transport

##### Sub. 1 Payment

For each instance of overnight accommodation (deployment for at least 24 hours), a payment is made:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Per 24 hours	DKK 1,047.50	DKK 1,069.50	DKK 1,092.00

calculated from the time when the necessary preparations for the journey begin. Payment is made at 1/24 of the daily payment for each hour worked beyond 24 hours. Additionally, the maximum rate set by the Tax Authority for tax-free compensation to cover expenses is applied to all hours.

##### Sub. 2 Kilometre rate

A supplement is paid:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Per kilometre driven	DKK 0.58	DKK 0.59	DKK 0.60

If the driven mileage deviates significantly from what the company has been billed, the driver must be able to document the reason for the difference.

##### Sub. 3 Driving at particular times

For driving on Saturdays and Sundays as well as on public holidays, a supplement per hour of DKK 23.00.

##### Sub. 4 Guaranteed payment

The driver is guaranteed a minimum weekly payment equivalent to the minimum wage for the agreed weekly working hours.

## **§ 7 Tourist driving**

### **Sub. 1 Guaranteed payment**

Driving with overnight accommodation is paid with a daily payment equivalent to 12 hours of the minimum wage. For hours spent travelling home beyond a full 24-hour period, a personal hourly rate is paid, up to the maximum daily rate.

### **Sub. 2 Mandatory rest period**

A full mandatory rest period is defined as a continuous 24-hour period with no work performed. For a rest period, eight hours of minimum wage is paid.

### **Sub. 3 Tax-free payment**

In addition to the daily payment, when staying overnight the rate set by the Tax Authority for tax-free compensation to cover expenses is paid. Payment of 1/24 of the rate is made for each hour commenced after a full day.

### **Sub. 4 Board and lodging**

Free board and lodging is provided. Where feasible, drivers should have separate rooms.

## **CHAPTER 3**

### **OTHER WORKING CONDITIONS**

## **§ 8 Employees covered by Chapter 3**

Chapter 3 applies only to employees who are remunerated according to Chapters 1 and 2.

## **§ 9 Uniform**

Where a free uniform is not provided, a supplement per hour of DKK 2.75. Where there is no specific clothing requirement from the employer, the supplement is not paid.

## **§ 10 Renewal of professional driving licence**

After two years of service, the employer covers fees/charges for the renewal of the statutory commercial driving licence and driver card, as well as statutory courses, up to a maximum total of DKK 1,665.00 per year. The fees can be taken from the well-being and competence fund.

## **§ 11 Breaks**

Where the driving/rest time provisions apply, they replace the General Collective Agreement's break provisions.

## § 12 Performance of other work

If the driver cannot be engaged in driving, maintaining or cleaning the vehicle, the driver may be required to perform other relevant work for the company. This is settled with the driver's personal wage. If the employer cannot assign other work, the driver can be sent home with a payment corresponding to the planned number of hours, but not exceeding 7.4 hours of minimum wage.

## § 13 Cleaning of vehicle

Rules for cleaning vehicles are agreed upon by each company.

## § 14 Defects and vehicle deficiencies

It is the responsibility of the carrier to ensure that the vehicle is in a proper condition at all times. Vehicle defects and deficiencies must be reported to the employer immediately. However, defects in the safety equipment entitle the driver to seek repairs on their own.

## § 15 Crisis assistance

If a driver is subjected to assault (robbery/theft), the driver must be offered emergency crisis assistance, including a psychologist/psychiatrist, paid for by the employer or their insurance.

# CHAPTER 4

## COMMISSION-PAID TAXI DRIVERS

### § 16 Pay conditions

#### Sub. 1 Commission salary

Taxi driving and Flex driving with a variable driving volume can be carried out according to the rules in this chapter. Variable driving involves driving where there is no guarantee of the driving volume. Commission is settled at 48.1% of the amount received.

#### Sub. 2 Guaranteed salary

After four weeks of uninterrupted employment, permanent drivers are entitled to guaranteed payment for the number of hours worked, up to a maximum of the agreed hours, cf. § 15, sub. 1 of the General Collective Agreement.

Permanent drivers who have been employed by another taxi company within the past six months prior to employment receive the guaranteed payment from the commencement of employment.

The guaranteed payment is calculated over a pay period, with a minimum of four weeks. The guaranteed payment corresponds to the minimum wage for drivers – passenger transport < 3500 kg, cf. chapter 1, § 2.

It is a prerequisite for the guaranteed payment that the driver has worked to a fully normal extent and has attended on time in each of the calendar weeks for which the guaranteed payment is required.

During a period of illness and/or vacation, including collective agreement and self-paid days off, the guaranteed payment is calculated based on the shifts actually worked.

### **Sub. 3 Workshop visit**

In the event of having to go to a garage during working hours, and where this is approved by the carrier, a guaranteed payment is made, however, not beyond when the hire vehicle is operational again or the driver's shift has ended. However, the guaranteed payment is provided for a maximum of 7.4 hours per day. If the driver is assigned another vehicle (including from another carrier) or other tasks related to the driver's job, the hourly payment mentioned here will cease from the point the new vehicle or task is assigned. If another vehicle is assigned, the driver is paid a commission salary. If other tasks are assigned, these will be remunerated with a guaranteed payment. If the driver refuses to undertake the assigned task, the guaranteed payment will be forfeited.

### **Sub. 4 Breakdown**

In the event of a breakdown of a hire vehicle during a commenced shift, the driver is guaranteed a minimum payment equivalent to 7.4 hours of guaranteed payment. This payment is offset against wages already earned on the same day.

### **Sub. 5 Fixed price and quotation-based agreements**

For fixed-price and quotation-based agreements, the driver is paid 48.1% of the agreed price.

It is a prerequisite that the applicable rate for a given journey is the same, regardless of whether the journey is carried out by the carrier or the driver.

### **Sub. 6 Calculation basis**

If VAT and/or fees are applied to taxi services, the wage calculation must be made on the basis of the amount received excluding VAT/fees.

### **Sub. 7 Illness**

Wages are paid during illness and in the event of an occupational injury in accordance with § 34 of the General Collective Agreement, so that payment during illness and occupational injury constitutes guaranteed payment for up to 7.4 hours per sick day.

## **§ 17 Working hours**

### **Sub. 1 Arrangement of working hours**

The allocation of working hours, days off and other leave are agreed between the carrier and the individual driver.

### **Sub. 2 Shift schedules**

The shift schedules must ensure that each driver is guaranteed at least four weekends off or four occasions of two consecutive days off, immediately following a daily rest period, over a 13-week period.

### **Sub. 3 Maximum daily shift time**

A driver cannot be assigned shifts exceeding 12 hours in length, including a one-hour break. This, however, does not apply if special circumstances prevail, such as patrol cars or special trips.

### **Sub. 4 Agreed shifts**

Fixed night or day shifts can be agreed between the carrier and the driver. Any permanent changes to agreed shifts must be notified in accordance with the driver's personal notice period.

### **Sub. 5 Booking office**

If carriers affiliated with the same booking office prepare a shift schedule for the vehicles for a given period, the driver is entitled to receive a copy.

The shift schedule for each employee must be made available at least one month in advance. The shift schedule is binding for both the carrier and the driver. The shift schedule and other instructions are issued to the driver at the start of the employment and thereafter when changes occur.

## **§ 18 Termination**

### **Sub. 1 Notice rules**

No notice period applies for the first three months.

After three months of employment, the mutual notice periods are as follows:

Up to 12 months of employment	7 calendar days
After 12 months of employment	14 calendar days

There is no notice period for relief workers.

An extended notice period can be agreed with the individual driver.

### **Sub. 2 Furlough in case of breakdown**

In the event of damage to the vehicle that results in several working days in a garage, the notices mentioned in sub. 1 are void, provided an attempt to secure a replacement vehicle was made and the driver is re-employed once the vehicle is operational. During furlough, the length of service calculation is paused, and the driver returns to the company retaining the length of service accrued before furlough.

### **Sub. 3 Compensation for lack of notice**

If the carrier does not adhere to the notices mentioned in sub. 1, compensation equal to the guaranteed wage for the number of days lacking notice will be paid. If the driver fails to adhere to the notices stipulated in sub. 1, compensation equivalent to the guaranteed salary, excluding tax, will be payable for the number of days lacking notice. The compensation may be offset from the final salary payment.

## § 19 Other provisions

### Sub. 1 Settlement

Unless otherwise agreed in writing, the driver's earnings are to be settled daily with the carrier. The driver cannot factor advances into the settlement. Repeated violations of this provision may lead to dismissal.

### Sub. 2 Ferry crossings/bridge tolls

For journeys involving ferry crossings or bridge tolls, the driver must ensure these expenses are included in the journey's price and paid by the customer.

### Sub. 3 Driving with overnight accommodation

If a journey requires overnight accommodation, the costs thereof will be covered by the carrier, provided an agreement is made with the carrier prior to the trip. For each overnight stay, the driver is entitled to two meals. These are reimbursed by the carrier on production of receipts.

### Sub. 4 Robbery/theft from the car

In the event of robbery/theft from the car, the carrier will cover the collected amount (including cheques, receipts, etc.) for the relevant shift and provide change with a maximum amount of DKK 1,000.00. It is a condition that the driver adheres to the specified payment receipt procedures and a police report is filed regarding the incident.

### Sub. 5 Crisis assistance

If a driver is subjected to assault (robbery/theft), the driver must be offered emergency crisis assistance, including a psychologist/psychiatrist, paid for by the employer or their insurance.

## CHAPTER 5

### LOCAL AGREEMENTS

## § 20 Options for derogation

The following provisions in this sectoral collective agreement may be deviated from through a local agreement concluded in accordance with the rules of § 48 of the General Collective Agreement:

§ 2, Sub. 4	Payment for overtime
§ 3	The normal daily working hours
§ 4	On-call duty
§ 6, Sub. 3	Driving at special times
§ 9	Uniform

# Green Sector

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## § 1 Coverage area

This sectoral collective agreement covers skilled and unskilled gardeners and landscape gardeners working in gardens, orchards and construction companies, as well as employees performing related tasks.

## § 2 Pay provisions

### Sub. 1 Minimum wage

Pay in this sectoral collective agreement is the minimum wage. The personal wage is determined in accordance with the provisions in § 11, sub. 2 of the General Collective Agreement.

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Landscape gardeners	DKK 167.00	DKK 170.25	DKK 174.25
Unskilled workers in construction companies	DKK 147.75	DKK 151.00	DKK 155.00
Skilled gardeners	DKK 163.75	DKK 167.00	DKK 171.00
General unskilled workers, starting salary	DKK 137.25	DKK 140.50	DKK 144.50
General unskilled workers, after three months of employment	DKK 146.25	DKK 149.50	DKK 153.50

A starting salary can only be awarded once per employee per company.

### Sub. 2 EGU and IGU rates

The rates are based on a working time norm of 160.33 hours per month. In the event of a different agreed working hour norm, the monthly wage is adjusted pro rata.

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Landscape gardeners 1st year	DKK 13,550	DKK 13,840	DKK 14,130
Landscape gardeners 2nd year	DKK 15,540	DKK 15,860	DKK 16,200
Gardeners, nursery 1st year	DKK 13,600	DKK 13,890	DKK 14,180
Gardeners, nursery 2nd year	DKK 15,690	DKK 16,020	DKK 16,360

### Sub. 3 Minimum wage for young workers

	From 1/3 2025	From 1/3 2026	From 1/3 2027
15-year-olds	DKK 71.00	DKK 72.50	DKK 74.00
16-year-olds	DKK 84.50	DKK 86.25	DKK 88.00
17-year-olds	DKK 104.75	DKK 106.75	DKK 109.00

## § 3 Working hours

Working hours are organised in compliance with the provisions of § 15 of the General Collective Agreement.

### Sub. 1 Normal daily working hours

If the daily working hours exceed 10 hours, a supplement of 100% of the minimum wage is paid for the additional hours.

## Sub. 2 Normal arrangement of working hours

The working hours can be arranged on the first five weekdays between 06:00 and 18:00, and for employees at nurseries with retail sales also on Saturdays from 06:00 to 16:00, without entailing payment of a supplement, as per sub. 3.

## Sub. 3 Work at special times

If the daily working hours are scheduled before 06:00 or after 18:00, the following supplement is paid per hour:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 18.00 - 23.00	DKK 25.50	DKK 26.00	DKK 26.50
Weekdays 23.00 - 06.00	DKK 32.75	DKK 33.25	DKK 34.00
Saturdays 00.00 - 06.00	DKK 32.75	DKK 33.25	DKK 34.00
Saturdays 06.00 - 24.00	DKK 44.00	DKK 45.00	DKK 46.00
Sundays and public holidays 00.00 - 24.00	DKK 92.00	DKK 94.00	DKK 95.75

For employees with retail sales in nurseries, a supplement is paid for work on Saturdays after 16:00.

For employees in gardens, the following supplements apply for work at special times:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 18.00 - 23.00	DKK 25.50	DKK 26.00	DKK 26.50
Weekdays 23.00 - 06.00	DKK 32.75	DKK 33.25	DKK 34.00
Saturdays 00.00 - 06.00	DKK 32.75	DKK 33.25	DKK 34.00
Saturdays 06.00 - 16.00	DKK 25.50	DKK 26.00	DKK 26.50
Saturdays 16.00 - 24.00	DKK 44.00	DKK 45.00	DKK 46.00
Sundays and public holidays 00.00 - 24.00	DKK 92.00	DKK 94.00	DKK 95.75

For young people between 15 and 17 years of age, the following supplement is paid per hour:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 18.00 - 20.00	DKK 20.50	DKK 20.75	DKK 21.25
Saturdays 06.00 - 20.00	DKK 20.50	DKK 20.75	DKK 21.25
Sundays 06:00 - 20:00	DKK 48.00	DKK 49.00	DKK 50.00

Furthermore, reference is made to the working environment legislation regarding young people's work.

## Sub. 4 Shift work and special weekend shifts

A supplement per hour is paid for shift work:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 18.00-23.00	DKK 25.50	DKK 26.00	DKK 26.50
Weekdays 23.00-06.00	DKK 32.75	DKK 33.25	DKK 34.00
Saturdays 00.00-06.00	DKK 32.75	DKK 33.25	DKK 34.00
Saturdays 06.00-16.00	DKK 25.50	DKK 26.00	DKK 26.50
Saturdays 16.00-24.00	DKK 44.00	DKK 45.00	DKK 46.00
Sundays and public holidays 00.00-24.00	DKK 92.00	DKK 94.00	DKK 95.75

	From 1/3 2025	From 1/3 2026	From 1/3 2027
For special weekend shifts, a payment is made per hour.	DKK 92.00	DKK 94.00	DKK 95.75

These pay rates apply from 0.00 on Saturday to 24.00 on Sunday.

### **Sub. 5 Payment for overtime**

Overtime, as per § 16 of the General Collective Agreement, is paid with a supplement of:

1st - 3rd hour	+ 50%
Subsequent hours	+ 100%
Sundays and public holidays	+ 100%

The supplement is calculated from the minimum wage. The supplement is rounded up to the nearest half hour.

## **§ 4 On-call duty**

Payment for on-call duty DKK 20.75 per hour of on-call duty.

Work performed on call is paid as overtime, with a minimum of one hour. For call-outs between 21:00 and 06:00, a 100% supplement of the minimum wage is paid. Travel time to and from home is included in the working hours.

A mobile phone will be made available by the employer.

## **§ 5 Waiting time and unproductive attendance for non-salaried employees**

### **Sub. 1 Definition of waiting time**

Waiting time occurs when the employee cannot work due to no fault of their own, such as machine downtime, weather conditions, unacceptable indoor temperature or lack of materials.

### **Sub. 2 Payment for waiting time**

A personal hourly rate is paid for waiting time.

### **Sub. 3 Definition of unproductive attendance**

Unproductive attendance means that an employee shows up for work but is sent home without working, or work is halted, thus the employee is sent home.

### **Sub. 4 Payment for unproductive attendance**

In case of unproductive attendance, the minimum wage is paid for the remaining planned working hours for that day, with a maximum of 7.4 hours in total.

## **§ 6 Local agreement**

All provisions except for § 1 and § 2 of this sectoral collective agreement may be waived by a local agreement concluded in accordance with the rules in § 48 of the General Collective Agreement.

# Agriculture

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## § 1 Coverage area

This sectoral collective agreement covers skilled and unskilled employees engaged in livestock farming, crop farming, and machinery stations.

## § 2 Pay provisions

### Sub. 1 Minimum wage

Pay in this sectoral collective agreement is the minimum wage. The personal hourly wage is determined in accordance with the provisions of § 11, sub. 2 of the General Collective Agreement.

The minimum hourly wage for employees at pig, cattle and other livestock farms is:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Skilled workers	DKK 158.75	DKK 162.00	DKK 166.00
Unskilled workers	DKK 147.25	DKK 150.50	DKK 154.50

The minimum hourly wage for employees at machinery stations and crop farms:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Skilled workers	DKK 155.00	DKK 158.25	DKK 162.25
Unskilled workers	DKK 145.25	DKK 148.50	DKK 152.50

### Sub. 2 Service accommodation/board and lodging

Service accommodation is defined as accommodation with a kitchen, bathroom and three rooms as a minimum.

In cases where a working relationship ends according to normal or agreed termination rules, the service accommodation must be vacated at the same time as the employment ends.

In the event that the employment ends due to the employee's serious illness or death, the employee and/or their family are entitled to remain in the service accommodation for up to three months against payment of the rate set by the Tax Authority for its value.

The standard of the service accommodation is accepted by the employee upon entering into an employment contract. The applicant has the right to inspect the home with their family. Improvements can be required to be made, but no further improvements can be demanded thereafter.

It is assumed that the employee will maintain the home and surrounding areas in the condition they were in at the time of moving in. The employer is responsible for external maintenance as well as maintenance of fixed installations and white goods, while the employee is responsible for internal maintenance.

If the employee wishes to keep larger animals, including dogs, horses or similar, this must be agreed with the employer.

If the employee neglects the accommodation, they are liable to pay compensation. The case will be resolved through local negotiation. If no agreement can be reached, the issue will be referred to mediation, cf. § 5 of the Master agreement.

If service accommodation, board and/or lodging are provided, the salary will be reduced by the rates set by the Tax Authority, converted into hourly rates.

### Sub. 3 EGU and IGU rates

	From 1/3 2025	From 1/3 2026	From 1/3 2027
1st year	DKK 84.75	DKK 86.50	DKK 88.25
2nd year	DKK 98.25	DKK 100.25	DKK 102.50

### Sub. 4 Minimum wage for young workers

The minimum hourly rate for young workers is:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
15-year-olds	DKK 63.00	DKK 64.25	DKK 65.75
16-year-olds	DKK 77.75	DKK 79.50	DKK 81.25
17-year-olds	DKK 97.50	DKK 99.50	DKK 101.75

### Sub. 5 Intern salary

The minimum monthly salary for interns, cf. § 10, is:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Interns 0-6 months.	DKK 13,610.00	DKK 13,900.00	DKK 14,190.00
Interns thereafter	DKK 15,700.00	DKK 16,020.00	DKK 16,360.00

## § 3 Working hours

Working hours are organised in compliance with the provisions of § 15 of the General Collective Agreement.

### Sub. 1 Normal daily working hours

If the daily working hours exceed 10 hours, a supplement of 100% of the minimum wage is paid for the additional hours.

### Sub. 2 Normal arrangement of working hours

Working hours can be scheduled on all weekdays between 06:00 and 19:00, and on Sundays and public holidays between 06:00 and 18:00, without resulting in supplementary pay, cf. paragraph 3.

The employee is entitled to every other weekend off.

### Sub. 3 Work at special times

If daily working hours are scheduled on weekdays before 06:00 and/or after 19:00 or on Sundays and public holidays before 06:00 and/or after 18:00, the following supplement is paid per hour:

For employees at pig, cattle and other livestock farms:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 19.00-06.00	DKK 39.75	DKK 40.50	DKK 41.50

Sundays and public holidays 18:00-06:00:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Skilled workers	DKK 141.75	DKK 144.50	DKK 147.50
Unskilled workers	DKK 130.25	DKK 133.00	DKK 135.50

Sundays and public holidays 04:00 - 06:00 and 18:00 - 20:00:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
15-year-olds	DKK 52.50	DKK 53.50	DKK 54.75
16-year-olds	DKK 66.25	DKK 67.75	DKK 69.00
17-year-olds	DKK 85.00	DKK 86.50	DKK 88.25

Furthermore, reference is made to the special regulations on working hours in the working environment legislation regarding the work of young people.

For employees at machinery stations and crop farms:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 19.00-06.00	DKK 39.75	DKK 40.50	DKK 41.50

Sundays and public holidays 18:00-06:00:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Skilled workers	DKK 138.25	DKK 141.00	DKK 143.75
Unskilled workers	DKK 128.25	DKK 130.75	DKK 133.25

Sundays and public holidays 04:00 - 06:00 and 18:00 - 20:00:

	From 1/3 2025	From 1/3 2026	From 1/3 2027
15-year-olds	DKK 52.50	DKK 53.50	DKK 54.75
16-year-olds	DKK 66.25	DKK 67.75	DKK 69.00
17-year-olds	DKK 85.00	DKK 86.50	DKK 88.25

Furthermore, reference is made to the special regulations on working hours in the working environment legislation regarding the work of young people.

## § 4 Payment for overtime

### Sub. 1 Pig and cattle farming

For employees at pig, cattle and other livestock farms, overtime is paid, cf. § 16 of the General Collective Agreement, with a supplement of:

1st - 2nd hour on weekdays	+ 50%
Subsequent hours and hours on Sundays and public holidays	+ 100%

The supplement is calculated from the minimum wage. The supplement is rounded up to the nearest half hour.

### Sub. 2 Crop farming

For employees in crop farming, overtime is paid, cf. § 16 of the General Collective Agreement, with a supplement of:

1. - 3rd hour on weekdays	+ 50%
Subsequent hours and hours on Sundays and public holidays	+ 100%

The supplement is calculated from the minimum wage. The supplement is rounded up to the nearest half hour.

### Sub. 3 Machinery stations

For employees at machinery stations, overtime is paid, cf. § 16 of the General Collective Agreement, with a supplement of:

1. - 2nd hour on weekdays	+ 30%
Subsequent hours and hours on Sundays and public holidays	+ 80%

The supplement is calculated based on the personal wage. The supplement is rounded up to the nearest half hour.

## § 5 On-call duty

Payment for on-call duty DKK 20.75 per hour of on-call duty.

Work performed on call is paid as overtime, with a minimum of one hour. A mobile phone will be made available by the employer. Travel time to and from home is included in the working hours.

## § 6 Bonus agreements

### Sub. 1 Bonus agreement

Where the nature of the work and production allow, bonus systems can be agreed upon locally. No pension contributions are paid on bonuses.

### Sub. 2 Termination of bonus agreements

Bonus agreements can be mutually terminated with three months' notice.

## § 7 Work clothing

The employer provides work clothing during the working hours. If the employer does not provide work clothing, DKK 126.75 per month is saved for the employee for purchasing work clothing.

The amount is paid solely against a receipt for purchased work clothing.

If there are specific requirements regarding clothing, including safety clothing and equipment, these costs are covered by the employer.

## § 8 Notice periods

### Sub. 1 Termination by the employer

The notice period constitutes:

After 3 months of employment	30 calendar days
After 2 years of employment	60 calendar days

Mutually extended notice periods may be agreed, including extended notice periods during specific seasons.

### Sub. 2 Notice by the employee

The notice period constitutes:

After 3 months of employment	15 calendar days
After 6 months of employment	30 calendar days

Mutually extended notice periods may be agreed, including extended notice periods during specific seasons.

### Sub. 3 Termination of internship agreement

The first two months are a probationary period during which the internship agreement can be terminated by either party without notice. Upon expiration of the probationary period, the intern may terminate the internship agreement with 14 days' notice, whereas the employer cannot terminate the agreement.

Cases of unlawful termination of the internship agreement after the end of the probationary ends are dealt with according to the rules in § 5 of the Organisation Agreement, where a decision may also be made on a potential fine, which cannot exceed an amount equivalent to two times the intern's current monthly wage.

If the employer terminates the internship agreement during the probation period or the internship agreement is unlawfully terminated, the employer must, in both cases, pay for the intern's journey home, provided the intern returns home within 14 days after the end of the internship period.

### Sub. 4 Other termination rules

See the General Collective Agreement.

## § 9 Holiday

The provisions regarding holiday in § 26-26F of the General Collective Agreement apply. However, in employment relationships subject to the Law on Certain Working Conditions in Agriculture (Medhjælperloven), etc., the employer and employee may agree in writing that the rules regarding holiday in § 9, sub. 3-6 of this law shall apply.

## § 10 Interns

### Sub. 1 Group of individuals

An internship agreement can be made with a citizen from another country who undertakes an internship in Denmark which relates to education in their home country.

### Sub. 2 Requirements

The employer must be approved to have vocational training students. The internship site may not have more interns than the number of students the company is approved to employ.

### Sub. 3 Internship period

The duration of the internship contract follows the applicable legislation at any given time.

### Sub. 4 Insurance of interns

Interns are entitled to employer-paid insurance from the first day of the internship, provided the intern has requested a Danish CPR number from the National Population Register. The insurance must at least correspond to the student insurance specified in the framework agreement made between the parties to the collective agreement and the Danish pension and life insurance company Velliv.

### Sub. 5 Holiday

Interns are entitled to holiday allowance or paid holiday according to the general provisions in § 26-26F of the General Collective Agreement.

### Sub. 6 Other provisions

With the exception of the regulations on labour market pensions, cf. § 14 of the General Collective Agreement, interns are covered by the provisions of the collective agreement.

## § 11 Local agreement

All provisions, except for § 1, § 2, § 8, § 9 and § 10, can be waived by a local agreement concluded in compliance with the rules in § 48 of the General Collective Agreement.

# Daycare centres and social care facilities

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## § 1 Coverage area

### Sub. 1 Coverage Area

The collective agreement applies to employees employed at daycare centres and social care facilities that are engaged in educational, care, diaconal or social tasks.

## CHAPTER 1

### PAY AND EMPLOYMENT CONDITIONS

## § 2 Pay conditions

There is no centrally agreed minimum wage. Local agreements regarding pay must be concluded in accordance with the following.

### Sub. 1 Local pay systems

A local agreement must be made on the introduction of a pay system that replaces wage setting, cf. § 11, sub. 2 of the General Collective Agreement. Such an agreement must include the right to annual renegotiation.

Local agreements on the implementation of pay systems are made in accordance with the rules in § 48 of the General Collective Agreement. The organisations will be involved if it is not possible to elect an employee representative for negotiations on establishing a local remuneration system, and Krifa can make an agreement with the institution on behalf of the employees. Each of the negotiating partners must receive a copy of the final agreement. The agreement must be made accessible to employees.

### Sub. 2 Right to object

The parties to the collective agreement have the right to object to the pay level set by the local agreement. Such cases are generally handled according to the rules of the Master agreement, which also apply to the handling of professional disagreements.

If, following notification, the parties are unable to reach an agreement, either party may request that the issue be referred to the wage board, cf. a separate agreement regarding this matter.

## § 3 Salaried employee status

### Sub. 1 Agreed salaried employee status

All employees are employed under terms similar to those of salaried employees, cf. the General Collective Agreement's § 6. However, the following groups are exempt from this rule:

- a. Holiday relief workers
- b. Hourly paid temporary workers employed for shorter durations

## § 4 Working Hours

Working hours are organised in compliance with the provisions of § 15 of the General Collective Agreement.

### Sub. 1 Normal daily working hours

If the daily working hours exceed 12 hours, the additional hours are compensated as overtime. The normal daily working hours may be scheduled during the five weekdays between 06:00 and 17:00, without incurring a supplement, cf. sub. 2.

### Sub. 2 Supplement for work at special times

	From 1/3 2025	From 1/3 2026	From 1/3 2027
Weekdays 17.00-06.00	DKK 26.00	DKK 26.50	DKK 27.00
Saturdays 00.00-06.00	DKK 26.00	DKK 26.50	DKK 27.00
Saturdays 06.00-24.00	DKK 46.25	DKK 47.00	DKK 48.00
Sundays and public holidays	DKK 46.25	DKK 47.00	DKK 48.00
Mondays 00:00-06:00	DKK 46.25	DKK 47.00	DKK 48.00

### Sub. 3 Supplement for overtime

Overtime, as per § 16 of the General Collective Agreement, is paid with a supplement of:

1.- 3rd hour	+ 50%
Subsequent hours	+ 100%
Sundays and public holidays	+ 100%

The supplement is calculated based on the personal wage.

## § 5 Special rules on working hours

### Sub. 1 Scheduled working hours

In the daily planning of the working hours, consideration must be given to tasks such as staff meetings, staff weekends, parent meetings, preparation, administration, reports, etc., so they can be completed within the agreed working hours or handled in another way.

### Sub. 2 24-hour shifts, residential institutions

The daily working hours may be up to 24 hours when combined with a full, on-call night shift (8 hours).

## § 6 On-call duty

### Sub. 1 On-call duty from home

Each hour of on-call duty from home is credited with 1/3 of a working hour. Upon being called, the normal hourly rate plus any applicable supplement for work at special times is paid. Upon being called, a minimum wage for one hour is paid. There may be several calls within this hour. No on-call supplement is paid for periods when pay is received.

### **Sub. 2 On-call duty at the Institution**

Each hour of on-call duty at the institution is credited with 3/4 of a working hour. Upon being called, the normal hourly rate plus any applicable supplement for work at special times is paid. Upon being called, a minimum wage for one hour is paid. There may be several calls within this hour. No on-call supplement is paid for periods when pay is received.

### **Sub. 3 Rest time and on-call duty**

When on-call duty takes place at the workplace, the daily rest period may be reduced to eight hours.

## **§ 7 Camps and overnight stays in day care Institutions**

### **Sub. 1 Working hours and pay during camps or holiday trips outside the institution**

During camps and holiday trips, the planned working hours are paid, with a minimum of 7.4 hours per working day. No additional pay is granted beyond this. If a scheduled day off occurs during a camp/holiday trip, a compensatory day off is granted upon return.

If other work, apart from participation in a camp/holiday trip on the starting and/or ending day of the camp is undertaken, it is compensated separately with an additional 50% of the personal hourly wage.

Compensation for participation is set at DKK 360.00 for weekdays, DKK 520.00 for Saturdays and DKK 680.00 for Sundays and public holidays per commenced 24 hour period.

### **Sub. 2 Working hours and pay for staying overnight at a day centre**

Payment is provided for the first day's working hours until 20:00 and for the second day from 06:30 until the end of the working hours. For the period between 20:00 and 06:30, compensation is provided DKK 360.00 for weekdays, DKK 520.00 for Saturdays and DKK 680.00 for Sundays and public holidays. If the stay in the institution exceeds a single overnight stay, the rules for camps and holiday trips apply.

## **§ 8 Supervision and psychological assistance**

### **Sub. 1 Supervision**

The employer is required, when relevant, to offer employees supervision in work-related matters.

### **Sub. 2 Psychological crisis assistance**

The employer must offer, through the pension scheme, psychological consultations to employees on sick leave due to psychological reasons. A doctor's referral is required.

## **§ 9 Local agreement**

§ 4, § 6 and § 7 may be waived by a local agreement in accordance with the rules in § 48 of the General Collective Agreement.

# CHAPTER 2

## AGREEMENT ON DEROGATION FROM THE RULES PERTAINING TO REST PERIODS AND DAYS OFF

### § 1 Content and Coverage

The agreement has been concluded in accordance with chapter 5 of the Ministry of Employment's Executive Order No. 324 of 23 May 2002 on rest periods and 24-hour rest periods, containing supplementary provisions on daily rest and weekly 24-hour rest periods in relation to chapter 9 of the Working Environment Act, and chapter 4 of the aforementioned executive order on on-call duty and other special duties.

The agreement applies to individuals employed in residential institutions under the collective agreement made between KA and Krifa, specifically the sectoral collective agreement for institutions.

### § 2 Reduction of rest periods

#### Sub. 1 Normal rest period

The working hours must be arranged so that the employee receives a rest period of at least 11 consecutive hours within every 24-hour period.

#### Sub. 2 Reduction of rest period

The rest period can be reduced to eight hours. Reduction of rest periods may not occur more than twice a week, and not in two consecutive 24-hour periods. In circumstances where the daily rest period is reduced from the standard rest time of 11 hours, corresponding compensatory rest periods must be granted as soon as possible.

### § 3 24-hour rest period

#### Sub. 1 Normal 24-hour rest period

Within each seven-day period, the employee must have one 24-hour rest period, following directly on from a daily rest period.

#### Sub. 2 Reorganisation of 24-hour rest periods

Where necessary for operational reasons, such as camps/holiday trips, due to illness or in special emergency situations involving residents, the weekly 24-hour rest period may be rescheduled. However, there must never be more than 12 days between two 24-hour rest periods.

The rescheduled 24-hour rest period should, wherever possible, be arranged in conjunction with another 24-hour rest period so that at least one 24-hour rest period follows on directly from a daily rest period, which typically must be at least 11 hours long. If more than six days elapse between two 24-hour rest period, a corresponding compensatory 24-hour rest period must be given immediately thereafter.

## **§ 4 Rest period during a 24-hour shift**

### **Sub. 1 Number of shifts**

A maximum of one 24-hour shift per week can be scheduled for each employee. If work duties are particularly demanding, such as working with aggressive residents or residents requiring extra supervision, only one 24-hour shift can be scheduled every other week per employee.

### **Sub. 2 Work-free period during the shift**

A work-free period of eight hours, with at least six consecutive hours, during a 24-hour shift must be insured. This six-hour work-free period must take place between 23.00 and 07.00.

### **Sub. 3 Rest period before the shift**

Before starting a 24-hour shift, there must be a rest period of 11 hours.

### **Sub. 4 Rest period after the shift**

After completing a 24-hour shift, there must be a rest period of at least 22 hours.

### **Sub. 5 Extended rest period**

If it cannot be guaranteed that the employee receives at least eight consecutive hours of work-free time in a 24-hour shift, there must be 24 hours between two 24-hour shifts.

## **§ 5 Rest time and on-call duty**

### **Sub. 1 Number of on-call duties**

On-call duty from the workplace can be scheduled up to four times per month, with at least three days between them. If it is anticipated that there will be more than six call-outs during an on-call duty, a maximum of two workplace on-call duties can be scheduled per month.

### **Sub. 2 Rest period during on-call duty**

When on-call duty is performed at the workplace, the daily rest period cannot be taken, even if the employee is not called to work.

Following on-call duty at the workplace, a compensatory rest period must be provided.

## Protocol 1

### Holiday guarantee scheme

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#### § 1 Purpose of the Agreement

Through its membership of KA, the employer may opt not to transfer holiday pay to the Holiday Account (FerieKonto), instead paying the holiday pay when the holiday is taken. The purpose of the Holiday Guarantee Scheme is to ensure employees can receive holiday pay regardless of the employer's financial situation.

#### § 2 Use of the public Holiday Account (FerieKonto)

If a company chooses to use the Holiday Account Scheme, the payment is made pursuant to holiday legislation.

#### § 3 Holiday guarantee scheme

- Sub. 1.** The Danish Holiday Act applies to the extent that the parties to the collective agreement's holiday agreement, cf. § 26-26F of the General Agreement and this Holiday Guarantee Scheme do not deviate from the legislation. The following rules replace the provisions of the Holiday Account Scheme.
- Sub. 2.** Holiday allowance is not paid quarterly into the Holiday Account Scheme, however, holiday pay information is reported to the electronic income reporting system (elndkomst) in accordance with applicable regulations. Holiday compensation is subsequently paid upon the employee's digital request for holiday pay at Holiday Pay Info.
- Sub. 3.** Holiday allowance that is not claimed before the end of the holiday year in which it should have been taken will accrue to The Danish Labour Market Holiday Fund (Arbejdsmarkedets feriefond).
- Sub. 4.** KA guarantees the payment of holiday allowance for affiliated member companies. In situations where the association pays holiday allowance, employees are obliged to assign the relevant claim to KA.
- Sub. 5.** KA commits to disburse holiday pay according to the regulations of the collective agreement, including for holiday pay earned abroad by employees of member companies.

# Protocol 2

## Information and consultation of employees

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### § 1 Purpose

The purpose of the agreement is to outline a procedure for informing employees about specific company conditions that may impact their employment, and to give employees a right to respond to the received information. This protocol implements EU Directive No. 2002/14 EC.

### § 2 Duty to provide information

Companies with a minimum of 35 employees are obliged to comply with the rules outlined in this agreement.

### § 3 Information and consultation

**Sub. 1.** The company is required to provide employees, through employee representatives, with information about all matters of significant importance to these employees. The information must address the following areas:

- a. Information about the latest and expected developments in the company's activities and financial situation.
- b. Information and consultation regarding the situation, structure, and expected development of employment within the company, as well as on all planned and expected measures, particularly when employment is at risk.
- c. Information and consultation about decisions that may result in significant changes to work organisation and employment conditions.

**Sub. 2.** The information should be provided in writing, allowing employee representatives an opportunity to understand and evaluate the content, thereby preparing for consultation as described.

If the information is not provided in writing, brief written summaries may be created.

**Sub. 3.** Employees must be informed when specific events necessitate it, but twice a year as a minimum. The information can, for example, be delivered in conjunction with annual or biannual financial statements.

**Sub. 4.** The company is obliged to consult employees via the employee representatives and provide them with an opportunity to express their views. The company must engage in dialogue with the employee representatives if they wish to discuss received information with the company's management.

The dialogue between the employee representatives and the company's management must occur at a time and in a manner which allows the representatives to meet with the employer and convey their opinions on proposed measures, suggesting considerations for the decision-making process.

**Sub. 5.** Consultation should aim to reach an agreement on management decisions that have caused or may cause significant changes in work organisation and employment conditions.

The implementation of the information and consultation procedure, including conducting meetings with employee representatives, does not infringe upon the employer's authority, including the right to manage and allocate work.

## **§ 4 Exemption from consultation**

In exceptional cases where providing information or conducting consultation may seriously harm or affect the company's operations, the company is not obligated to do so.

## **§ 5 Employee representatives**

**Sub. 1.** The representatives who must be informed and consulted on behalf of the employees are the ordinary employee representatives.

**Sub. 2.** If the company has elected employee representative(s) to the board of directors as per the Danish Companies Act, they have precedence as the person(s) entitled to information and consultation. Following this, the hierarchy is the chief union representative, the union representative, and the health and safety representative.

**Sub. 3.** If there is no previously elected employee representative in the company, the employees should select a person from among themselves to whom the employer will provide information according to the rules of this agreement, and this person has the opportunity to submit a consultation response.

**Sub. 4.** If an employee representative is chosen solely to receive information under these rules on behalf of the other employees, they enjoy the same protection against dismissal as union representatives.

## **§ 6 Duty of confidentiality**

**Sub. 1.** Employee representatives or, specifically, experts who assist them, must not disclose information they have gained through the employer's duty to provide information and that they have received as confidential in the legitimate interests of the company. The duty of confidentiality also extends beyond the expiration of the employee representative's mandate.

**Sub. 2.** A penalty may be imposed for any breach of confidentiality. This also applies to the trade union if it assists employee representatives as special experts. In determining the penalty amount, consideration must be given to the loss the company may have incurred. In severe instances, the employee's breach of confidentiality may also lead to immediate termination of employment.

## **§ 7 Non-compliance with the agreement**

Failure by the employer or employee representatives to observe this agreement is subject to trade dispute resolution, including the imposition of a penalty.

# Protocol 3

## Control measures

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### § 1 Implementation

The employer may, under management rights and in compliance with provisions of the collective agreement, implement control measures. Control measures must be objectively justified for operational reasons and serve a legitimate purpose; they must not offend employees, nor should they cause employees significant losses or inconveniences. Control measures should be structured to ensure a reasonable balance between purpose and means.

### § 2 Notification

The employer must notify employees about new control measures at least six weeks before they take effect. However, this does not apply if doing so would defeat the purpose of the control measures, or if compelling operational reasons prevent it. In such cases, the employer must inform employees as soon as possible and provide an explanation for the inability to observe the six-week notice period.

### § 3 Consent

No individual employee can consent to the implementation of control measures, whether at the time of employment or thereafter.

### § 4 Employment dispute resolution

Disputes under this protocol are subject to employment dispute resolution.

### § 5 Special local agreements

The parties also agree to recommend that special local agreements can be concluded, tailored to the nature of working conditions. Such arrangements may involve, for example, logging email, telephones, GPS and video surveillance.

# Protocol 4

## Diversity

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### § 1 Purpose of the agreement

The workforce's unique combination of skills and experience, as well as family, social and cultural backgrounds, should be addressed by the company through a diversity policy. A policy that ensures optimal use of resources through individual considerations, group functionality, and alignment with the company's interests. Rooted in Krifa's and KA's common vision for cooperation, the purpose of the agreement is to highlight the necessity for local adaptation to societal diversity.

### § 2 A formulated diversity policy, including social responsibility and personnel management

**Sub. 1.** Based on society's cultural, social, family and age diversities, it is advised, in the interest of the company, to address employees' desires and needs for flexible working hours, job organisation, etc.

**Sub. 2.** The company is encouraged to involve employees in planning and work organisation as extensively as possible. This can result in enhanced job satisfaction, a better working life for employees, and increased productivity within the company. Inclusion can be achieved through established frameworks for dialogue with employees.

**Sub. 3.** In accordance with the law, companies must not discriminate against employees, customers, or other stakeholders and can address this by actively engaging in social responsibility through the formulation of a company-specific diversity policy aimed at fostering inclusivity.

**Sub. 4.** The policy should be documented in writing and include specific company aims and objectives wherever feasible. A diversity policy may specify the company's expectations for a flexible employee profile, potential for social responsibility and staff expectations for a successful career.

### § 3 Employment schemes with social support

**Sub. 1.** Companies are encouraged to maintain ongoing communication with local authorities in efforts to offer flex jobs, subsidised jobs, or similar positions to individuals with reduced work capacity. At the same time, accommodation of the local authorities' request to provide job training or similar initiatives is encouraged.

**Sub. 2.** If agreement can be reached between the top administrative managers of the organisations or an authorised individual, the employment terms of the agreement may be deviated from for employees with significantly reduced working capacity, based on a specific assessment of working capability.

**Sub. 3.** Companies that employ early retirees with pay subsidies must agree on salary conditions and other employment terms in collaboration with the employee and Krifa.

# Protocol 5

## The reduction of the daily rest period and rearrangement of 24-hour rest periods

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### § 1 Purpose

The purpose of the agreement is to provide the employer and employees at individual companies with the opportunity to schedule working hours as needed. Young people under the age of 18 cannot be included in the agreement on reduced daily rest periods or rescheduling of 24-hour rest periods.

### § 2 Reduced rest period

If it is desirable for operational reasons and there is local agreement, the daily rest period may be reduced to eight hours. However, the rest period may not be reduced to eight hours more than once per week. If the rest period is reduced to between eight and 11 hours, the reduction may occur up to two times per week. In circumstances where the daily rest period is reduced from the standard rest time of 11 hours, corresponding compensatory rest periods must be granted as soon as possible.

### § 3 Rearrangement of the 24-hour rest period

If it is desirable for operational reasons and a local agreement can be made, the weekly 24-hour rest period may be rescheduled. However, there must never be more than 12 days between two 24-hour rest periods. The rescheduled 24-hour rest period should, as far as possible, follow on from another 24-hour rest period and ensure that at least one 24-hour rest period follows on immediately from a daily rest period, which as a general rule must be at least 11 hours. If more than six days elapse between two 24-hour rest period, a corresponding compensatory 24-hour rest period must be given immediately thereafter.

### § 4 Common provisions for reduction of rest periods and rearrangement of 24-hour rest period

Reducing the daily rest period or rearranging the weekly 24-hour rest period may be agreed for individual work tasks or through establishing a fixed working schedule. The employer should, as far as possible, take account of the employees' wishes when reducing the daily rest period or rearranging the weekly 24-hour rest period. The employer must consult with the union representative, or if none is available, with the employees, regarding the organisation of the work, the extent of the rest period reduction and the rearrangement of the 24-hour rest period before making a decision under these rules.

Agreements about reducing the daily rest period or altering the weekly 24-hour rest period must be documented in writing and recorded in the company's supervision log.

If, in exceptional cases, circumstances prevent the provision of a corresponding compensatory daily rest period or 24-hour rest period, appropriate protection must be ensured. This may involve extraordinary safety, organisational or administrative measures, including breaks and phases of less demanding work.

## **§ 5 On-call duty at the company**

During on-call duty, reduction of the daily rest period and the rearrangement of the weekly 24-hour rest period are permissible. If there is a change to on-call duty legislation, the parties are required to renegotiate this agreement.

## **§ 6 Conclusion of an agreement on rearranging 24-hour rest periods and reducing daily rest periods**

When an agreement is concluded in accordance with this protocol, the provisions of § 48 of the General Collective Agreement must be adhered to.

## **§ 7 Termination**

Agreements concerning reduced rest periods, rearrangement of 24-hour rest periods, and company on-call duty can be mutually terminated with three months' notice.

# **Protocol 6 The implementation of the Working Time Directive for Agriculture**

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Directive 2003/88/EC of the European Parliament and the Council of 4 November 2003 concerning certain aspects of the organisation of working time is implemented by this protocol in the collective agreement between Krifa and the KA.

## **§ 1 Scope of validity**

The agreement applies to employees covered by the agricultural sectoral collective agreement. Reference is made to the coverage area in § 1 of the collective agreement.

## **§ 2 Definitions**

In this protocol, the following terms are defined:

1. "working hours": the time during which the employee is at work and available to the employer while carrying out their employment or duties
2. "rest period": the time that is not working hours

3. "night period": the time between 22:00 and 05:00
4. "night worker": an employee who normally performs at least three hours of their daily working hours during the night period, or an employee who performs night work for at least 300 hours within a 12-month period.

### **§ 3 Breaks**

An employee with daily working hours exceeding six hours is entitled to a break of such a length that the purpose of the break is fulfilled. The break must be taken in accordance with § 15, sub. 10, of the collective agreement.

### **§ 4 Maximum weekly working hours**

The average working hours over a seven-day period, calculated over 12 months, must not exceed 48 hours including overtime. Periods of annual paid holiday and periods of sick leave are not included nor counted towards the calculation of the average.

### **§ 5 Duration of night work**

The normal working hours for night workers should not exceed an average of 8 hours per 24-hour period calculated over 12 months.

The minimum period of 24 hours weekly rest as set out in chapter 9 of the Working Environment Act is not included in the calculation of the average within the reference period.

When a night worker is engaged in particularly hazardous work or work that involves significant physical or mental strain, no more than eight hours may be worked within a 24-hour period during which night work is performed.

### **§ 6 Health check**

Night workers are offered a free health check before commencing employment in night work, and subsequently at regular intervals of less than three years.

### **§ 7 Night workers' transition to day work**

Night workers who suffer from health issues demonstrably caused by night work shall, whenever possible, be transferred to day work that is better suited to them.

### **§ 8 Compensation**

An employee whose rights under this protocol have been breached may be awarded compensation.

If an employee is dismissed because they have raised a claim in accordance with this protocol, the employer must pay compensation.

The compensation is determined according to the principles set out in the Supreme Court's judgment of 14 November 2017 in case 299/2016.

# Protocol 7

## Sustainability

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### § 1 Purpose

Sustainability has become a reality that all companies must eventually address. As a starting point, sustainability can be founded upon the EU's Green Deal and subsequent climate law, social responsibility and the green transition – either directly via legislation (CSRD, etc.) or indirectly through demands from the company's value chain.

The company's sustainability – aligned with Krifa's and KA's common vision for cooperation – is a shared concern for both employees and employers. The behaviour of individuals affects the company's behaviour, placing responsibility on all parties to enhance the company's sustainability, which includes social responsibility and the green transition.

Requirements from stakeholders regarding sustainability will necessitate new skills and potential changes in production and work processes for employees, as well as ongoing strategy development for the company, to ensure that both the company and employees remain competitive. Thus, the agreement aims to encourage companies to develop a sustainability policy that explains why and how the company and employees specifically address sustainability, including social responsibility and the green transition.

### § 2 A formulated sustainability policy

The parties recommend that companies develop a sustainability policy, which may include the following elements:

- A description of the company's fundamental values and principles for addressing sustainability, incorporating social responsibility and the green transition.
- An identification of key areas for the company to focus on to strengthen sustainability.
- An ESG report that articulates the company's current sustainability status.
- A description of the company's objectives for future sustainability and concrete action plans for achieving these objectives, including necessary employee skills development.
- A policy for financial incentives for both the company and employees to achieve specific sustainability goals.

### § 3 Follow-up on established objectives and action plans

The parties encourage companies to continuously evaluate and update established objectives and action plans.

# Protocol 8

## Alternative pension provider

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### § 1 Purpose

§ 14, sub. 8 of the collective agreement allows for the choice of an alternative pension provider. If a company bound by a collective agreement establishes a pension scheme with a different pension/health provider than that offered by the parties to the collective agreement, the alternative provider must meet the minimum requirements set out below.

### § 2 Minimum requirements

**Sub. 1.** The pension scheme must be established with solidarity-based coverage and pricing. The agreement must include at least the following:

- Coverage for loss of earning capacity with salary scale protection. Alternatively, between 15% - 80%.
  - Coverage for job clarification and resource course coverage.
  - Premium waiver for at least the mandatory pension contribution.
- Life insurance at a minimum of 150% of salary.
- Child pension at a minimum of 10% of salary – expires at 24 years of age.
- Certain critical illnesses at a minimum of DKK 120,000.
- Health insurance.
- Health plan (preventive treatments).
- The expiration of coverage coincides with the current state pension age.

Once payments commence, the state pension age in effect at this time becomes applicable. Certain covers may expire later.

**Sub. 2.** At the time of joining, health information is limited to a maximum of an early retirement statement or its equivalent for all insurance covers. Within six months, increases can be chosen once on the same health terms.

Pension providers must comply with the rules on switching suppliers agreed in Insurance & Pension.

### § 3 Liability

**Sub. 1.** The responsibility for paying the correct pension contributions under the collective agreement rests with the company.

**Sub. 2.** If the pension/healthcare provider comprises two different organisations, a declaration of guarantee must be signed for each area, ensuring that collectively all minimum requirements are met.

**Sub. 3.** The declaration of guarantee must apply to all employees who are registered as covered by the collective agreement between KA and Krifa.

# MASTER AGREEMENT

## Chapter 1 Introduction

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### § 1 The parties to the agreement and its binding effect

- Sub. 1.** This agreement is concluded between the Danish Christian Employers' Association, hereafter KA, and the Union of Workers, hereafter Krifa, and comes into effect on 1 March 2025.
- Sub. 2.** This agreement is binding for members of KA who are subject to the collective agreement and members of Krifa employed under this agreement.
- Sub. 3.** The parties agree that pay and working conditions should be determined by collective agreements concluded between them. These collective agreements are binding on KA's members bound by the agreement and all employees in these companies.

### § 2 The parties' vision for collaboration

- Sub. 1.** KA and Krifa endeavour to foster good relationships and secure calm and stable working conditions. The parties must not use collective industrial action, and strive to find a peaceful solution to social and professional issues through cooperation. Please also refer to chapter 4.
- Sub. 2.** In relationships between Krifa's members and KA's members covered by this Master agreement, collective industrial action must not be used. Members of Krifa shall not strike or block the company, and members of KA shall not enforce a lockout or boycott.
- Sub. 3.** Professional disagreements between KA and Krifa or their members, covered by this Master agreement, will be settled in accordance with the regulations in chapter 3.
- Sub. 4.** KA and Krifa agree that neither party shall directly or indirectly obstruct employers from joining KA and employees from joining Krifa.

## Chapter 2 Management and collaboration

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### § 3 Management and collaboration

- Sub. 1.** KA and Krifa shall help to resolve conflicts within each company and between the organisations based on their vision of collaboration.
- Sub. 2.** The employer exercises management rights in alignment with the parties' collaboration vision and the agreements made.

## Chapter 3 Resolution of professional disagreements

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### § 4 Use of the courts

- Sub. 1.** Disputes concerning matters governed by legislation are to be adjudicated by the civil courts, unless the parties have agreed that the collective agreement supersedes legislation.
- Sub. 2.** In connection with a case brought before the Labour Court or civil courts, the parties may mutually request these courts to interpret the disputed provisions of the collective agreement.

### § 5 Mediation in dispute resolution at companies

- Sub. 1.** In the event of disagreements, local negotiations between the employer and employees should commence at the individual company. The parties within the company are obliged to facilitate a resolution of the disagreement.
- Sub. 2.** If local negotiations are unsuccessful, both the employer and employees may request their organisations to address the matter in a mediation meeting. For the benefit of all parties, the organisations are committed to progressing the issue and ensuring that their members attend the mediation meeting whenever possible. The mediation meeting should take place as soon as possible and no later than 14 calendar days after the request is made, unless mutually agreed otherwise.
- Sub. 3.** A protocol from the mediation meeting is to be prepared in the form of a summary of negotiations.

### § 6 Mediation in disputes between organisations

- Sub. 1.** In the event of disagreement concerning the interpretation of agreements and collective agreements, either party may request a mediation meeting. The mediation meeting request should detail the disputed clause, the organisation's interpretation requirements, and proposed meeting dates.  
The mediation meeting should take place as soon as possible, and no later than 14 calendar days after receiving the request, unless otherwise agreed between the parties. A protocol from the mediation meeting is to be prepared in the form of a summary of negotiations.
- Sub. 2.** In cases where consensus is not reached between the organisations regarding the renewal of this Master agreement and collective agreements, as well as on the establishment of new agreements or collective agreements, the parties shall attempt mediation.
- Sub. 3.** Either of the parties may request mediation in the event of disagreements under sub. 2. This is achieved through a mediator jointly appointed by the parties. If the parties cannot agree on appointing a mediator, the State Conciliator should be approached for the assignment of a mediator in accordance with the Conciliation Act. The cost of the mediator is equally shared by the parties. The parties are obligated to inform the mediator of the negotiation process to date.

The principal task of the mediator is to assist the parties in reaching a settlement. Should a settlement not be achievable with the mediator's involvement, the mediator must compile a report outlining the claims presented by the parties, clarify the point of contention, and draft a settlement proposal for both parties to consider.

## **§ 7 Conciliation meeting**

- Sub. 1.** If resolution cannot be achieved at a mediation meeting pursuant to § 5, sub. 2, or § 6, sub. 1, one of the parties to the collective agreement may request a conciliation meeting. Upon request, the opposing party must, within 10 calendar days, communicate their acceptance of the conciliation meeting.
- Sub. 2.** For the benefit of all parties, the parties commit to progressing the cases expeditiously, ensuring that they commence and conclude at the earliest opportunity.
- Sub. 3.** The conciliation meeting shall be convened as mutually agreed at one of the parties to the collective agreement. The conciliation meeting may be conducted via telephone, subject to mutual agreement of the parties. Attendance at the conciliation meeting shall include at least one representative from a higher organisational level than the one presiding over the mediation meeting. A protocol in the form of a summary of the negotiations will be drafted following the conciliation meeting.

## **§ 8 Arbitration**

- Sub. 1.** An arbitration court has been agreed between KA and Krifa to resolve disputes pertaining to:
- a. The renewal of collective agreements and contracts
  - b. The interpretation of collective agreements, contracts and practices
  - c. Disputes arising from the employment relationship
  - d. The interpretation of individual agreements, to the extent included in the employment contract
- Sub. 2.** The rulings of the arbitration court are final and binding on the organisations and their members.

## **§ 9 Composition of the arbitration court**

- Sub. 1.** The arbitration court comprises 1-2 lay judges from each of the organisations plus an arbitrator. The arbitrator must satisfy the general qualifications required of a judge.
- Sub. 2.** Should the organisations fail to agree on an arbitrator, the chairperson of the Labour Court shall decide the matter.
- Sub. 3.** The lay judges appointed by the parties must be members of, or, in the case of Krifa, employed by the organisation. In KA's case, the lay judges must represent a member company or be employed within the organisation.

## **§ 10      Procedures for arbitration proceedings**

- Sub. 1.**      Either party may initiate a request for arbitration to address a persisting disagreement under § 5 and § 6. The other party must receive written notice as promptly as possible, but no later than 28 calendar days following the mediation meeting or receipt of the mediator's report.
- Such a request should include the mediation meeting minutes/report from the mediator, justification for the request, and a concise description of the point of disagreement for arbitration. Within 14 calendar days from receipt of the request, the other party may respond in writing, including additional matters arising from the mediation meeting minutes/report. The arbitrator is subsequently informed.
- Sub. 2.**      The arbitrator should, within seven calendar days of appointment, schedule a hearing date for the case. This scheduling must be documented in writing with a minimum notice of 42 days.
- Sub. 3.**      A complaint must be submitted within seven calendar days following the case scheduling as per sub. 2.
- Sub. 4.**      The respondent must file a reply within 14 calendar days of receiving the complaint. Additional written submissions, including a reply and rejoinder, should be lodged within seven calendar days after receiving the opposing party's submission. All submissions must reach both the opposing party and the arbitrator no later than four calendar days prior to the arbitration hearing.
- Sub. 5.**      The complaint and response must include the names of the parties, the claim, its legal basis, arguments and an indication of the evidence. The parties must also indicate the expected time required for the case to be processed by the arbitration court. To be considered timely, written communications must be sent simultaneously to the arbitrator of the arbitration court and to the opposing party.
- Sub. 6.**      The arbitrator of the arbitration court may, where necessary, allow deviations from the provisions in paragraphs 2 to 5.
- Sub. 7.**      The parties can, through a written agreement, deviate from the provision in point 1. Furthermore, the parties may agree that the case is decided in writing and/or solely by the arbitrator.
- Sub. 8.**      In the arbitration court, an oral hearing takes place, during which presentations, testimonies and procedures are conducted with due respect to the rules of the Administration of Justice Act regarding civil cases.
- Sub. 9.**      The decision of the arbitration court is made following a vote. The decision is rendered in writing, stating the parties' claims and providing a reasoned conclusion. In the absence of consensus or a majority decision, the arbitrator alone makes the decision, resolving the matter with an arbitrator's ruling. The arbitration court must also resolve the issue of cost distribution, including the fees for the arbitrator during the proceedings.

## Chapter 4 Termination and lapse of agreements

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### § 11 Termination of the Master agreement

**Sub. 1.** If one of the parties wishes to terminate the Organisation Agreement with a view to renegotiation or lapse, the party in question must notify the other party in writing no later than three months before formal termination of the Organisation Agreement.

**Sub. 2.** The notice must state whether the party wishes to renegotiate or lapse the Master agreement.

For renegotiations, the party must specify which provisions in the Master agreement should be altered, with detailed justification, and a draft proposal for new wording of the relevant provisions.

When notifying a wish to terminate the Master agreement, the party in question must submit a detailed reasoned justification for this.

**Sub. 3.** The parties are committed to holding at least three negotiation meetings before a formal dismissal of the Master agreement is given, aiming to agree on the future framework for the organisations' collaboration on concluding collective agreements on pay and employment conditions for the organisations' members. If either party requests it, the National Mediation Institution can be asked to appoint a mediator to assist with mediation between the parties in order to avoid termination of the Master agreement.

The mediator convenes meetings as necessary.

The parties are obliged to attend these meetings. The aim is to hold the meetings as soon as possible, no later than 14 days after the appointment.

The mediator seeks to bring the parties to an agreement, ultimately by submitting a written proposal for a new Master agreement.

**Sub. 4.** If mediation pursuant to sub. 3 does not result in the continuation of the Master agreement in a modified form, it may finally be terminated in accordance with the following rules:

1. Within Krifa, the mediation proposal must be put to a vote at two consecutive board of representatives meetings, with at least a one-year interval.

The proposal must be rejected twice before it can be finally dismissed.

Those present at the meeting have the right to vote, and for the vote to be valid, at least two-thirds of the eligible voters must vote in favour of rejection.

If the proposal is rejected at the first meeting, regional general meetings must then be held in Krifa's regions, where the issue of rejection is discussed. A vote must subsequently be conducted to decide whether to accept or reject the proposal. The result of this vote is indicative for the board of representatives, which will then hold its second meeting for a final vote, as referred to in the first section.

2. For KA to reject a mediation proposal, there must be at least a 2/3 majority

vote for rejection at two consecutive general meetings, held at least one year apart.

3. The parties must inform each other of the dates of the aforementioned meetings and the results of both votes. If the mediation proposal is not rejected in the first vote, no follow-up vote will take place.
4. If the mediation proposal is rejected, the Master agreement shall terminate 12 months after the notification of the final result in sub. 4, number 3, is received by the other party.
5. If the mediation proposal is accepted, it will come into effect on the first working day of the fourth calendar month after notification under sub. 4, number 3, is received by the other party.
6. The parties agree that failure by either party to participate in the negotiations/mediations or to establish a lawful vote under this provision is considered a serious anti-organisational negotiation or omission that may be adjudicated by the Labour Court.

**Sub. 5.** If the parties negotiate a new Master agreement, it can be approved by the organisations' boards.

## **§ 12 Expiration of collective agreements**

**Sub. 1.** Even if the collective agreements have expired, the parties must comply with their terms until another collective agreement is established or the Master agreement is terminated.

**Sub. 2.** If a member bound by the collective agreement withdraws from KA, the company remains bound by the collective agreement and other binding agreements between KA and Krifa for three months after the end of the collective agreement period.

## **§ 13 Termination of local company agreements and other agreements and practices**

**Sub. 3.** Local agreements are terminated according to their provisions, but with at least three months' notice. If there are no agreed provisions regarding the termination of an agreement, the agreement may be terminated according to the same rules as the existing collective agreements.

**Sub. 4.** Other agreements and practices at the individual company can be terminated with an agreed notice period. If no notice period has been agreed, termination can occur with an appropriate notice of up to six months.

## **§ 14 Newly KA registered companies**

**Sub. 1.** Companies that join KA as collective agreement-obliged members, and are already bound by another collective agreement with Krifa, are exempt from the latter upon joining, unless agreed otherwise, with the condition that the overall pay and employment terms are not detrimental to the individual employee.

## Chapter 5 Negotiation rules

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### **§ 15 Renewal and amendment of collective agreements**

- Sub. 1.** The parties must approve a negotiation procedure no later than six months before the date on which the collective agreement can be terminated or renegotiated. The collective agreement is thereby considered terminated.

### **§ 16 Conclusion of collective agreements with other parties**

- Sub. 1.** The parties agree to maintain and expand their collaboration. If one of the parties to the Master agreement enters into a collective agreement with other organisations, these must not be agreed on less favourable terms. The other party to the collective agreement must be informed of its content by receiving a copy of the agreement.

28 October 2024

28 October 2024

Krifa

Employers' Association KA

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