

**2020
2023**

Entered into between
DI collective agreement II
(SBA) and 3F Privat Service,
Hotel og Restauration

Collective service agreement

Second version, September 2021

DI nr. 794641
3F varenr. 3500



Collective service agreement

2020-2023

Entered into between



DI collective agreement II (SBA)

and



DI no. 794641
3F item no. 3500

Pay and pay supplement scheme

Section		Old rate	15/3-20	15/3-21	15/3-22
10	Basic hourly pay	110.42	112.88	115.34	117.77
11	Standard hourly pay	129.98	133.18	136.38	139.53
12	Performance-related pay	143.56	146.76	149.96	153.11
13	Model 1				
13	0-6 months		-	-	-
13	6-12 months	2.77	2.77	2.77	2.77
13	2-18 months	5.54	5.54	5.54	5.54
13	> 18 months	8.30	8.30	8.30	8.30
13	Model 2				
13	0-6 months		-	-	-
13	6-12 months	2.77	2.77	2.77	2.77
13	12-18 months	5.54	5.54	5.54	5.54
13	> 18 months	8.30	8.30	8.30	8.30
15	Service supplement	3.65	3.65	3.65	3.65
16	Industry seniority allowance				
16	Seniority allowance	4.65	4.65	4.65	4.65
17	Service assistants	4.00	4.00	4.00	4.00
17	Cleaning technicians	2.50	2.50	2.50	2.50
18	Allowance for evening work, 18:00-22:00	14.98	15.22	15.46	15.71
18	Allowance for night work, 22:00-05:00	19.50	19.81	20.13	20.45
18	Sundays and public holidays and the day of Christmas Eve 00:00-24:00	22.70	22.70	22.70	22.70
18	May 1 12:00-24:00	22.70	22.70	22.70	22.70
18	Patrol service	2.90	2.90	2.90	2.90
18	Nuisance bonus	4.51	4.51	4.51	4.51
18	Complete cleaning	7.13	7.13	7.13	7.13
18	Compensation paid to workers as compensation for lack of sanitary toilet facilities etc.	3.11	3.11	3.11	3.11
18	Transportation time	110.42	112.88	115.34	117.77
18	Transportation:				
18	15-30 km	4.00	4.00	4.00	4.00
18	30- km	6.00	6.00	6.00	6.00
18	Notice allowance	33.73	33.73	33.73	33.73
19	Asbestos supplement	39.92	39.92	39.92	39.92
20	Call duty	112.80	112.80	112.80	112.80
20	Call 16:00-06:00	126.88	126.88	126.88	126.88
21	Overtime:				
21	1st, 2nd, 3rd hour	40.89	40.89	40.89	40.89
21	Other hours	81.78	81.78	81.78	81.78
24	Pension contribution:				
24	The enterprise	8.15%	8.15%	8.15%	8.15%

24	Employee	4.0	4.0	4.0	4.0
25	Free-choice scheme	4.0	5.0%	6.0%	7.0%
37	Payment for weekday holi- days and special holidays				
37	Full-time employee	750	875	875	875
37	Part-time employee	500	500	500	500
37	<i>Special provisions:</i> Full-time employee		1000	1000	1000
37	Part-time employee		600	600	600
53	Pay rate for apprentices:				
53	1 year	74.30	75.56	76.85	78.15
53	2 years	82.85	84.26	85.70	87.15
54	The Development Fund	0.46	0.46	0.46	0.46
55	DA/LO Development Fund	0.45	0.45	0.45	0.47*
56	The Cooperation Fund	0.25	0,30	0,30	0,30
	* Contribution to the DA/LO De- velopment Fund, DKK 0.45. As of 15.1.22 increases to DKK 0.47.				

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As long as this collective agreement is in force, none of the signatory organisations or their employees or members, either individually or more jointly may attempt by any means, overtly or covertly, to counter its provisions or force any change thereto.

Chapter A - Employment and working hours

Section 1. Employment contracts

Subsection 1 Contents

On the hiring of employees, the enterprise must act in accordance with the Danish Act on Employment Contracts.

The employment contract must contain the minimum provisions under the EU directive on Employment Contracts and on the daily or weekly working hours.

On any change of the issues covered, the enterprise must as soon as possible and no later than one month after the date on which the change enters into force give the employee written notification to that effect.

Subsection 2 Nachfrist

If the employment contract has not been handed out to the employee in compliance with the applicable time limit, the enterprise must deliver an employment contract no later than 15 days after written request from the employee, with the actual information that formed the basis for the employment. In this period, requirements for compensation/fines cannot be imposed on the enterprise unless in the case of systematic breach of the provision.

If the information in the employment contract, after submission, does not tally with what has been agreed, then compensation/fine for a missing employment contract may be imposed on the enterprise.

In connection with the receipt of the employment contract, the employee must sign for the receipt.

Section 2. Normal working hours

Subsection 1 Daily working hours

The daily working hours may be scheduled over the entire day and night.

Subsection 2 Weekly working hours

The normal, effective working hours are 37 per week.

Subsection 3 Determination of working hours, place of work and nature of the work

The enterprises are entitled to determine working hours, place of work and nature of the work.

Subsection 4 Working hours distributed over the week

It is attempted that working hours are distributed evenly in a five-day week.

Subsection 5 Working hours distributed over 24-hour periods

The working hours may be split over two daily periods. If the working hours have been split, for each 24-hour period the employee must be provided with an unbroken rest period of at least eight hours.

When planning the daily working hours, it must be attempted to the widest possible extent that it is not split into two periods.

Subsection 6 Work on Sundays and public holidays

Where performance of the work so requires, work on Sundays and public holidays may be initiated.

Subsection 7 Varying weekly working hours

Subject to local written agreement between the enterprise and the union representative and/or written agreement between the enterprise and the local 3F branch, and where it is considered appropriate, the working hours can be planned with varying weekly working hours of at least 15 hours and no more than 37 hours on average over a period of at least two weeks from an agreed time. The writing requirement has a future effect for agreement obtained from May 1, 2007.

However, the weekly working hours must not exceed 48.

On request, days off must be given in an unbroken period.

Duties covered by special provisions for Damage Control etc. are exempt from this provision.

Subsection 8 Rescheduling the rest day

Where required for operational purposes, the weekly rest period may be rescheduled. However, there may be no more than 12 calendar days between two rest periods, and the rest periods should, to the extent possible, be unbroken.

Subsection 9 Reduction of the rest period

In connection with pressing duties (one-off duties, thorough cleaning etc.), the daily rest period may be reduced to at least eight hours or postponed taking into account the general provisions of the Danish Working Environment Act.

Subsection 10 Breaks

If no other agreement is made locally, work in excess of four hours must be interrupted by a meal and rest break of at least 30 minutes.

Subsection 11 Involvement of the employees

The employees or their representatives must be consulted when their working hours, meal breaks and rest breaks are determined.

If the enterprise cannot meet the requests of the employees, the working hours are scheduled taking into consideration the interests of the enterprise.

The employees have a right of action in relation to rules for the processing of labour disputes for lack of consideration that is not deemed adequately based on the interests of the enterprise.

Section 3 Full-time, part time and short time employment

Subsection 1 Full time

Full-time employment means weekly working hours of at least an average of 30 hours, as regards this collective agreement.

Subsection 2 Part time and short time employment

The enterprises may hire employees for part-time and short-time employment.

However, the parties to the agreement agree that it is a common interest that the employees of the industry have as many hours as possible in their employment. This makes the industry more attractive which is in the interest of both the enterprises and the employees. The parties therefore invite the enterprise to consider on an ongoing basis if they can offer more hours to the employees.

If part-time employees make requests for an increase of the working hours, the enterprises must attempt to comply with this in connection with natural wastage, contract enhancements etc.

The weekly working hours must be at least 15 hours, and the enterprise should endeavour that the working hours are at least 20 hours.

Hiring of both part-time and hiring of short-time employees for solving certain tasks at shorter working hours than beforementioned may take place.

On establishing such employment, the said enterprise must inform the organisation or the local union representative. The organisation has a right of action if it is not found that the necessity of short-time employment has been documented.

Subsection 3 General provisions of the collective agreement

Otherwise, the general provisions of the collective agreement also apply to part-time and short-time employees.

Section 4. “The alternative scheme”, see section 3(2).

Subsection 1 Less than 15 weekly hours

Members of DI collective agreement II (SBA) can accept a scheme according to which section 3(2) of the Collective service agreement is clarified to the effect that hiring of both part-time and short-time employees with weekly working hours shorter than 15 hours per week can be made, without special notification to the organisation or the local union representative.

Subsection 2 Information of trade unions and PensionDanmark

DI collective agreement II (SBA) informs the trade union when an enterprise indicates that it wants to accept the guidelines. The notification is given in writing with information about the date of entry into the scheme. The trade union confirms receipt of the notification to DI collective agreement II.

When accepting this scheme, the enterprise is also covered by a scheme which entails that 3F Privat Service, Hotel og Restauration, must receive notification (with the employed person's name and address) for each time an employed person is created (meaning joins the pension scheme) with PensionDanmark. PensionDanmark then informs 3F Privat Service, Hotel og Restauration, about the name and address of the employed person. At the same time, PensionDanmark checks if the employed person has been covered by the Collective service agreement's pension scheme or a similar labour market pension scheme from previous jobs. PensionDanmark informs the enterprise and 3F Privat Service, Hotel og Restauration, to that effect.

Subsection 3 Release from the scheme

An enterprise that has accepted the scheme can, from time to time, giving three months' notice to the end of a term of a collective agreement be released from the agreement, after which section 3(2) of the Collective service agreement once more applies fully for the said enterprise.

Section 5. "Flyers"

Subsection 1. "Flyers"

The enterprise may hire employees as "flyers". This means employees with a fixed guaranteed number of hours within a specified geographic area. "Flyers" are not permanently attached to one place of business, but shifts between them according to the operational needs of the enterprise.

It is also a possibility to offer part-time employees, see section 3(2) a guaranteed additional number of hours as "flyers" in the same employment.

Subsection 2 General provisions of the collective agreement

Otherwise, the general provisions of the collective agreement apply to "flyers".

** This new provision does not restrict the possibilities of the enterprises to make use of the existing rules of the collective agreement.*

If so agreed by the end of the term of the collective agreement, the scheme may continue with any possible amendments agreed on. If not, the rule, which was implemented on March 1, 2020 as a pilot scheme, is omitted.

Section 6. "School scheme"

The enterprises may hire employees under the "school scheme" at educational institutions which are closed for more than five weeks for holiday purposes a year. The number of working days follows the days of training of the institution.

Employees who are members of an unemployment insurance fund and are hired under the "school scheme", may have issued a certificate of release on request.

It is a prerequisite that it appears from the employment contract that the employment falls under the "school scheme".

Section 7 Substitutes

Subsection 1 Application

Notwithstanding the number of hours, substitutes can be used to substitute permanently employed staff in case of illness, holidays or other short-term absence, including in connection with filling vacancies.

Subsection 2 Job-related employment

An employment contract is drafted which describes the employment.

The employment is job-related to substitution, and there is no mutual notice of termination.

Subsection 3 Offer for permanent employment

It must be specified in the employment contract that the substitute must be offered a permanent employment within six months. The offer from the employer must be given in writing. If the offer is rejected, the said person may continue as a substitute. On filling of permanent jobs, the substitute can demand to be permanently employed in the vacant job after 14 days.

Subsection 4 Other provisions of the collective agreement

The other provisions of the collective agreement apply (e.g. length of service accrues from the first day of employment, also if in the employment includes periodic idle hours). Substitutes are only covered by section 20 if a call duty and an on-call scheme form part of the substitute job. Overtime is paid according to section 21.

Subsection 5 Minimum pay

On attendance to an agreed substitute job, payment is made for at least three performance working hours.

However, this does not apply in case of substitution for a permanently employed employee attending a course. In such case, the substitution work must correspond to the permanently employed person's number of hours in the said place.

Subsection 6 Wage model 1 not usable

Substitutes cannot be hired under model 1, see section 13(1).

Subsection 7 Disclosure of information*

In situations in which the trade union has an actual and reasonable suspicion that the substitution provisions are systematically broken, the trade union can contact the said enterprise for the purpose of having the necessary information handed out.

If there is a disagreement between the trade union and the enterprise about disclosure of the information, a meeting between the organisations must be held at the request of the trade union, for the purpose of discussing the matter, including which information must be procured. The meeting must be held no later than seven working days after receipt of the request. This time limit can be deviated from according to an agreement between the organisations.

**Subsection 7 was implemented as of March 1, 2020, and lapses on expiry of the term of the collective agreement unless the parties to the agreement agree otherwise.*

Section 8 Employees employed on terms consistent with the Danish Salaried Employees Act

Subsection 1 Agreement

The parties to the agreement agree that the enterprises may implement terms consistent with Danish Salaried Employees Act according to an agreement with the individual employee. An agreement on hiring on terms consistent with the Danish Salaried Employees Act is valid only if in writing.

The parties to the agreement recommend that enterprises wanting to implement employment consistent with the Danish Salaried Employees Act, as a minimum do so according to

the following guidelines and in accordance with the provisions of the collective service agreement.

Subsection 2 Wages

On hiring on terms consistent with the Danish Salaried Employees Act, the hourly wages are converted into monthly wage at the agreed number of hours. Any supplements are paid in addition to the fixed monthly salary.

Subsection 3 Resignation

Section 2a of the Danish Salaried Employees Act on severance pay applies. Section 38(3) of the Collective service agreement does not apply.

Subsection 4 Holidays

On hiring on terms consistent with the Danish Salaried Employees Act, holidays with pay or holidays with holiday allowance are taken at the employee's own choice, see the provisions of the Danish Holiday Act to that effect. If holiday with pay is taken, also holiday allowance is calculated on any additional work to be paid together with the holiday allowance.

Subsection 5 Special holidays

In the first nine months of the employment 1.75% of the salary that qualifies for holidays with pay is saved for special holidays. In this period, the employee is entitled to an advance amount of DKK 875 per special holiday taken, in that the advance amount cannot exceed the amount deposited with the special holiday account of the individual employee.

After nine months' employment, the employee hired on terms consistent with the Danish Salaried Employees Act will be entitled to five special holidays with pay as during holidays, and the savings discontinue. Any surplus in the special holidays account is set off against the employee's salary at the time when the special holidays are taken.

The employee can only take five special holidays per calendar year.

If the employee resigns before nine months of employment, any remaining receivable in the special holidays account will be paid out together with the holiday payment.

Employees with more than nine months of employment may, if the special holidays are not taken before the end of the calendar year, make a claim for compensation per unused special holiday before three weeks, after which the compensation is paid in connection with the next payment of wages.

If the employee having more than nine months of employment and a right to pay as during holidays on special holidays, resigns, the compensation for any special holidays not taken is calculated on a pro rata basis in which five special holidays are compared to 12 months' employment.

Irrespective of any job change, no more than five special holidays can be taken each calendar year.

Subsection 6 Weekday holidays

Employees hired on terms consistent with the Danish Salaried Employees Act receive full salary on weekday holidays. For planned and performed work on a weekday holiday, employees hired on terms similar to those of the Danish Salaried Employees Act must be given a compensation day off which is completed as a planned working day.

Subsection 7 Illness

In case of employment on terms similar to those of the Danish Salaried Employees Act, full salary is received during illness, see section 5 of the Danish Salaried Employees Act.

Chapter B – Salary and allowances

Section 9. Determination and calculation of salary

Subsection 1 Smallest time unit

The smallest time unit for calculation of salary and allowances is a quarter.

Subsection 2 Time unit in case of additional work and overtime

When calculating salary and allowances for work in addition to the agreed daily working hours, payment is made for each commenced 30 minutes.

Section 10 Basic hourly pay

Subsection 1 The basic hourly pay is

As of March 15, 2020 DKK 112.88

As of March 15, 2021 DKK 115.34

As of March 15, 2022 DKK 117.77

Subsection 2 Scope of application

The basic hourly pay is the pay for employees under the age of 18, not engaged in performance pay assignments.

The basic hourly pay is the pay for non-productive hours such as transportation time, see section 18(7).

Subsection 3 Basis of calculation

The basic hourly pay is the calculation basis for performance and piece-rate pay.

Section 11 The normal hourly pay

Subsection 1 The normal hourly pay constitutes

As of March 15, 2020 DKK 133.18

As of March 15, 2021 DKK 136.38

As of March 15, 2022 DKK 139,53

Subsection 2 Scope of application

The normal hourly pay is only the pay rate for employees over 18 who

- is engaged *either* in service assignments which in the nature of things are not suited for measuring according to the performance-related pay rules
- *or* lacks practical or theoretical experience in the cleaning industry, but who is engaged in assignments suited for measuring according to the performance-related pay rules. In such case, they must change to performance-related pay no later than two months after the hiring.

Section 12 Performance-related pay

Subsection 1 Performance pay is

As of March 15, 2020 DKK 146.76
As of March 15, 2021 DKK 149.96
As of March 15, 2022 DKK 153.11

Subsection 2 Scope of application

Performance-related pay applies when the work has been measured and efficiency determined according to the acknowledged principles for work and time studies.

The employer's determination of the workload within the regulated working hours can be subject to industrial disputes procedure, including for control studies made by the consultants of the organizations.

Before a control study is initiated, the employee and the local work management must have reviewed the working plans and methods and have made the issue clearer.

A representative for the employer must be present during the control study to check if the method used and the work performed correspond to the working plans.

The parties to the agreement acknowledge a tolerance of 5 point in the efficiency calculation.

Performance-related pay - is given for the regulated number of working hours when efficiency has been determined within a maximum of 130 points.

Subsection 3 Extra assignments

If extra assignments entail extension of the agreed working hours at a workplace with performance-related pay, performance-related pay is also given for such hours.

Section 13 Wage models*

The employees can be paid according to the two wage models below:

Subsection 1 Wage model 1

a. Conditions for hiring in accordance with wage model 1

A new employee can be hired in accordance with wage model 1 if the employee has no business cleaning experience from the most recent five years from enterprises and public institutions that perform professional cleaning, and is not a skilled cleaning technician or service assistant.

If one of these qualifications is present, the employee must be hired according to wage model 2.

b. Pay

Employees at wage model 1 are paid as follows:

- | | |
|--------------|--|
| 0-6 months: | The employee receives normal hourly wage, see section 11(1). |
| 6-12 months: | The employee receives performance-related pay, see section 12, and an industry seniority allowance at DKK 2.77 per working hour performed. |

12-18 months: The employee receives performance-related pay, see section 12, and an industry seniority allowance at DKK 5.54 per working hour performed.

After 18 months: The employee receives performance-related pay, see section 12, and an industry seniority allowance at DKK 8.30 per working hour performed.

The employee is not entitled to a service supplement, see section 15, and a seniority allowance, see section 16(1).

c. Mandatory training

The employee is entitled to and is obliged to 12 days of training with full pay to be performed within the first 18 months of the employment. Training can consist of all courses acknowledged by Servicebranchens Udviklingsfond or by ISS Facility Services Udviklingsfond.

The enterprise must make a written education and training plan that specifies which courses the employee must participate in, before the employee has been employed for six months. A template can be found on the website of PensionDanmark.

The enterprise will have the cost for the 12 days of training covered by Servicebranchens Udviklingsfond (SBUF) or by ISS Facility Services Udviklingsfond after receipt of adult education and continuing training (VEU) compensation. If material changes are made to the legislation about VEU compensation, the parties to the agreement open negotiations of the issue so that there will be no shift of the costs of the enterprises.

Subsection 2 Wage model 2

a. Pay

0-6 months: The employee receives performance-related pay, see section 12.

6-12 months: The employee receives performance-related pay, see section 12, and an industry seniority allowance at DKK 2.77 per working hour performed.

12-18 months: The employee receives performance-related pay, see section 12, and an industry seniority allowance at DKK 5.54 per working hour performed.

After 18 months: The employee receives performance-related pay, see section 12, and an industry seniority allowance at DKK 8.30 per working hour performed.

The employee is not entitled to a service supplement, see section 15, and a seniority allowance, see section 16(1).

**Comment: Any contravention of the provisions in section 13 is not liable to penalty until March 1, 2023.*

Section 14 Local pay

Subsection 1 Hourly wages with local pay

An agreement on local pay at the enterprises may be entered into.

Local pay per hour can constitute up to:

- As of March 15, 2020: DKK 1.50
- As of March 15, 2021: DKK 2.00
- As of March 15, 2022: DKK 2.50

In enterprises that have established local pay, the normal hourly wage (section 11) and the performance-related pay (section 12) are reduced accordingly.

Within the scope of the collective agreement, local pay can be set up for all employees, groups of employees or individual employees.

Agreements on local pay are entered into with a union representative.

Subsection 2 Annual statement and payment

At the end of the collective agreement year or on expiry of the agreement, the enterprise will prepare a statement of the amount of the local pay and the total local pay paid to the employees who during the collective agreement year have been covered by the local pay.

If at the date of the statement the local pay has not been fully paid, the remaining amount is distributed among the employees of the scheme employed as of March 1. The distribution is made on a pro rata basis based on the individually wage hours performed in the previous collective agreement year unless otherwise agreed locally. Payment of any remaining amount is made in connection with the first pay period after March 1 unless otherwise agreed locally.

If the union representative asks the enterprise for documentation that the local pay has been paid as agreed, the enterprise must produce the required documentation to that effect.

Subsection 3 Termination of local pay scheme

The local agreement may be terminated giving at least six months' notice to the end of a pay period.

Section 15 Service supplement

For all working hours, a service supplement of DKK 3.65 per hour is paid.

Section 16 Seniority allowance and industry seniority allowance

Subsection 1 Seniority allowance

A supplement of DKK 4,65 per performed working hour is paid to permanently employed employees with 12 months uninterrupted employment in the enterprise.

Subsection 2 Industry seniority allowance*

In cases where an employee has received industry seniority allowance, see section 13, in an enterprise covered by the collective service agreement entered into between DI and 3F Privat Service, Hotel og Restauration, or the collective service agreement entered into between Dansk Erhverv Arbejdsgiver (Danske Service) and 3F Privat Service, Hotel og Restauration, the employee retains this industry seniority allowance already obtained, from the new employer. This applies if the employment with the new employer commences less than three years after the previous employment.

In connection with the employment, the employee must document the previous employment in order to obtain the right to the industry seniority allowance.

If the employee, despite the enterprise's written request, has failed to document the previous employment or provided erroneous information to the enterprise, the employee can only demand that the missing industry seniority allowance is paid in arrears if the claim for that is made within six months after the employment.

Subsection 3 Allowance for seniority in the industry*

In cases where an employee has received seniority allowance, see section 1, in an enterprise covered by the collective service agreement entered into between DI and 3F Privat Service, Hotel og Restauration, or the collective service agreement entered into between Dansk Erhverv and 3F Privat Service, Hotel og Restauration, the employee retains the amount of this allowance already obtained, from the new employer. This applies if the employment with the new employer commences less than three years after the previous employment.

In connection with the employment, the employee must document the previous employment in order to obtain the right to the amount of the seniority allowance already obtained.

If the employee, despite the enterprise's written request, has failed to document the previous employment or provided erroneous information to the enterprise, the employee can only demand that the missing seniority allowance is paid in arrears if the claim for that is made within six months after the employment.

**Comment: Any contravention of the provisions in section 16 is not liable to penalty until March 1, 2023.*

Subsection 4 Seniority, otherwise

Subsections 2 and 3 do not affect the calculation of the seniority of the employee.

Section 17 Trained bonus*

Employees who have completed the vocational training below obtain the following allowances:

Training	As of March 15, 2020
Service assistant	DKK 4.00 per hour
Cleaning technicians	DKK 2.50 per hour

**The parties to the agreement agree that the enterprise may apply to Servicebranchens Udviklingsfond (SBUF) to get the costs of the trained bonus covered, to the extent that SBUF provides the opportunity.*

Section 18 Special allowances

Subsection 1 Shift work

When the work is performed by full-time employees in shifts, the shift work agreement in the multi-union agreement between DI Collective Agreement II and 3F Transport applies.

The same applies to the instances described even if the teams do not shift.

Subsection 2 Allowance for work at special hours

Otherwise, for all working hours within the times specified below, the following allowances are paid:

Allowance for evening work, 18:00-22:00

as of March 15, 2020	DKK 15.22
as of March 15, 2021	DKK 15.46
as of March 15, 2022	DKK 15.71

Allowance for night work, 22:00-05:00

as of March 15, 2020	DKK 19.81
as of March 15, 2021	DKK 20.13
as of March 15, 2022	DKK 20.45

Sundays and public holidays and the day of Christmas Eve 00:00-24:00

As of March 15, 2020	DKK 22.70
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May 1 12:00-24:00

As of March 15, 2020	DKK 22.70
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Subsection 3 Patrol service

In addition, an allowance of DKK 2.90 is paid for work in a patrol service for all normal hours.

Subsection 4 Allowances due to special circumstances

A nuisance bonus of DKK 4.51 per hour is paid when the work is characterized by one or more of the special circumstances listed below:

- a) Cleaning of an especially dirty nature (e.g. cleaning in industrial rooms with dusty and particularly dirty production as well as toilets, bathrooms, changing rooms and stairs in connection with these rooms, cleaning after builders - cleaning of central heater).
- b) Cleaning especially difficult spaces (e.g. cleaning schoolyard toilets and cinemas).
- c) Cleaning of an especially unpleasant nature (e.g. cleaning of cells and toilets in holding cells, cleaning of mental hospitals and institutions taking care of handicapped persons, in which the pollution caused by the patients is of a specially gross nature, and in locked wards with patients not confined to beds, and cleaning of pathological wards and mortuaries). Furthermore, public lavatories, toilets in bars, inns, disco-

theques with particularly grossly dirty areas and rooms after large party events, including the toilets. Cleaning of stairs in residential properties. In extraordinary instances under the above items, a local agreement is made (e.g. vomit, muck at restaurant toilets which are especially dirty).

d) B assistant work (KEB) or similar.

Subsection 5 Thorough cleaning

For thorough cleaning, a supplement of DKK 7.13 per hour is paid.

Subsection 6 Lack of eating areas

For lack of an eating area, an allowance of DKK 3.11 per hour is paid, on the condition that the regulated daily working hours exceed four hours (see section 2(10)).

Subsection 7 Transportation

When the enterprise requires transportation among more workplaces, compensation is paid for transportation time and transportation costs.

The transportation time is paid by the basic hourly pay, see section 10(2), and the transportation costs are compensated based on ticket prices of public transportation.

When the enterprise requires transportation of employees to a non-daily workplace, e.g. for the performance of one-off tasks, and the transportation is made in the employees' cars, mileage allowance is paid according to the rules set out by the state.

The transportation time is paid for as stated above. When the enterprises arranges for the transportation to and from the workplace, the compensation is made for the elapsed transportation time based on the distance, measured *on the basis of Google Maps or similar platform*, between the home and the workplace.

a) Between 15 and 30 km triggers payment of DKK 4.00 per transportation day

b) More than 30 km triggers payment of DKK 6.00 per transportation day.

Subsection 8 Notice allowance

If the working hours are prolonged by more than one hour, without it having been notified on the day before, a notice allowance of DKK 33.73 is paid.

Section 19. Asbestos work

Subsection 1 Special safety provisions

Work which is covered by the special safety rules in the Danish Working Environment Authority's executive order on asbestos, is paid by the standard hourly pay (see section 11) and a piecework guarantee payment of DKK 39.92 per hour.

Subsection 2 Piecework guarantee payment

The said piecework guarantee payments include any allowance specified in the collective service agreement.

Section 20. Call duty and on-call scheme

Subsection 1 Call duty

The enterprise and the individual employee may make an agreement on call duties, so that the said employee obligates to either stay in the home or by a phone reported in advance for the purpose of being called in.

For call duties in the period between 16:00 and 06.00, DKK 112.80 is paid per call duty.

Subsection 2 Acute on-call

In addition, the enterprise and the individual employee may agree on a non-binding agreement that the enterprise may call in the employee in emergency situations.

If such calling in takes place in the period between 16:00 and 06.00, DKK 126.88 per calling in is paid.

Subsection 3 Minimum rate

In case of calling in according to subsections 1 and 2, pay is made for at least three hours.

Subsection 4 Reduction of rest period

When employees are called in for work as mentioned in subsections 1 and 2, the daily rest period may be reduced to eight hours or postponed so that it is given after completion of the last work, otherwise everything in compliance with the rules to that effect in the Danish Ministry of Labour's executive order on rest time and rest days.

Section 21. Overtime payment

Subsection 1 Overtime allowance

When the obligations of the enterprise require work in addition to standard working hours, allowance is paid as follows:

For the first three hours of overtime	50% corresponding to DKK 40.89
For the subsequent hours	100% corresponding to DKK 81.78

The overtime allowances are calculated based on DKK 81.78.

Subsection 2 Allowances for full-time employees

For full-time employees, the above allowance is paid for work in addition to the weekly working hours stipulated in section 2(2).

Subsection 3 Allowances for part-time and short-time employees

For part-time and short-time employees the above allowance is paid for work in addition to daily working hours of 7 hours and 30 minutes.

Section 22. Time off in lieu

Subsection 1 Overtime

Time off in lieu of overtime may be established when reasoned in operations and otherwise according to agreement between the individual employee and the work management.

Subsection 2 Systematic overtime

In enterprises with varying production requirements and where the local parties have unsuccessfully tried to achieve a local agreement about varying weekly working hours, see section 2(7), the enterprise may initiate savings of systematic overtime for later time off in lieu.

Savings of systematic overtime for later time off in lieu can constitute no more than five hours per calendar week and one hour a day.

Notice must be given of savings of systematic overtime for time off in lieu at the latest before the end of normal working hours four calendar days before the week in which the systematic overtime is performed.

Saved systematic overtime must – unless otherwise agreed between the management and the union representative of the enterprise – be taken off in lieu as whole days off within a 12-month period after performing such overtime. Excess working hours, which do not entitle to a full working day off, are carried on.

The time for lieu days is determined by the employer according to local negotiations between the parties; however, the employee must be given notice of at least 6 x 24 hours.

Time off in lieu stemming from saved systematic overtime cannot be scheduled in a period of notice unless the enterprise and the employee agree upon this.

Comment: On the understanding of systematic overtime, see protocol no. 7.

Subsection 3 Sickness

Sickness is regarded as an inability to take time off in lieu on condition that the employee reports sick before the start of normal working hours on the day where the taking time off in lieu should have taken place.

If several lieu days have been planned, the inability to take time off in lieu also applies to sickness on any subsequent days off in lieu.

It is a condition that the employee reports sick in accordance with the rules of the enterprise.

Section 23. Piecework, work studies

Subsection 1 Piecework and pay schemes

The organisations agree that the possibilities of performing the work as piecework are used or that other locally adapted productivity-enhancing pay schemes are implemented.

Subsection 2 Local agreements

The organisations agree that within the various enterprises and service areas, local agreements on piecework and production allowance schemes can be entered into.

Subsection 3 Written agreements

For assignments which cannot be or have not been subject to time studies, the piece-rate pay is determined according to local negotiation.

All agreements on piecework must be concluded in writing, and the piece-rate pay sum must include any collective agreement allowances, including overtime allowance.

Agreed piecework can only be changed by negotiations.

Agreed piecework can be terminated in writing at three months' notice.

Work made as piecework must be of a satisfactory quality. If that is not the case, the work can be required to be performed again, and in case of rejection, the piece-rate pay may cease to exist.

Subsection 4 Payment factor

When the piece-rate pay is determined in a payment factor, the minute factor is calculated as the basic hourly pay divided by 60.

Subsection 5 Guaranteed workload

The employees are guaranteed the quantity of work corresponding to at least 50% more than the standard hours, on the condition of 100% stable attendance and having regard to the working hours are effective.

Chapter C - Special wage elements

Section 24. Pension and healthcare plan

Subsection 1 Labour market pension

The employees are covered by a labour market pension scheme administered through PensionDanmark.

Subsection 2 Pension contribution

The pension contribution – which is calculated on the A-taxable income – constitutes:

Employee contribution	The enterprise contribution	Total contribution
4.0	8.15%	12.15%

For employees with at least 10 years of seniority in the enterprise, the total pension contribution is 0.6% higher than the above pension contribution of which the enterprise pays 0.4% and the employee 0.2%. The contribution is calculated from the beginning of the pay period when 10 years of seniority is obtained.

The employee's contribution is withheld in the calculation of the pay and is submitted by the enterprise to PensionDanmark.

All employees are covered by PensionDanmark's healthcare scheme. Contributions to the healthcare scheme are included in the employer's pension contribution.

Subsection 3 Employees covered

The pension scheme covers the following employees:

- a. Employees who on employment document that from previous employment they are covered by this pension scheme or a similar labour market pension scheme. The documentation may comprise the presentation of a valid pension overview or a pension policy.
- b. Employees having reached the age of 20 and having two months of seniority in the enterprise. In this respect, two months of seniority means two full pay months, see section 27.
- c. Persons employed in flex jobs
The mandatory provisions of the collective agreement on attachment to a certain pension scheme for persons who as a result of reduced working capacity/earnings ability are employed in a flex job eligible for subsidies are deviated from when the employment in a flex job with subsidies takes place in the following way:

Employees employed in a flex job with subsidies and who at the time of the hiring are covered by/members of one or more pension schemes established through a collective agreement, must have the pension contribution paid to the pension scheme to which the most recent contributions have been made.

It is a condition to the commencement of the above point that an agreement is made to that effect between PensionDanmark and the other relevant pensions institution(s).

Regarding the size of the pension contribution reference is made to the collective agreement that applies to the employment.

If no previous pension contribution has been paid for the employee, the pension contribution must be paid into the pension scheme specified in the collective agreement that applies to the employment. In such case, the pension scheme must be given specific notification about the employee's employment.

d. Apprentices

Until September 1, 2020, the following applies:

The parties to the agreement agree that apprentices attending the vocational training for cleaning technicians and service assistants covered by the collective service agreement will be covered by the pension provisions of this collective agreement once they reach the age of 20 and have obtained two months of seniority.

Apprentices, who according to 55(2) of the Danish Act on Vocational Training, have a claim for pension under rules in the collective agreement of another training area, are not covered by the above, notwithstanding the fact that payment is made to PensionDanmark.

Otherwise, reference is made to protocol no. 14.

From September 1, 2020, the following applies:

The parties to the agreement agree that apprentices covered by the collective service agreement and undergoing training as a service assistant or cleaning technician are given the right to pension once the employee has reached the age of 18 and obtained two months of seniority. In this respect, two months of seniority means two full pay months, see section 24(3)(b).

For employees who are 18 and 19, the contribution rates are 4% from the enterprise and 2% from the employee, respectively, totaling 6%.

Otherwise, reference is made to protocol no. 14.

With effect from the month in which the employee reaches the age of 20 and has obtained two months of seniority, the rates that are agreed for the other employees apply.

Subsection 4 Extra pension contribution

Employees may request that the employer makes payments of an extra pension contribution into the pension scheme on an ongoing basis. The request, including a request for cessation/change of extra payment of worker contributions may take place once a year with effect from December 15. Extra worker contribution must be a fixed amount in DKK.

Any administration costs regarding the extra pension contribution are of no concern to the employee. The extra payment is used solely to increase the savings.

Subsection 5 Pension payments for employees over the retirement pension age

If the employee remains in employment after reaching retirement pension age, the employee can choose whether to continue saving for his/her pension (as far as is possible) or whether the pension is to be paid on an ongoing basis as wage.

If the employee fails to make a choice about payment, the enterprise continues paying into the pension scheme.

The provision applies to employees reaching the retirement pension age on May 1, 2020, or after this date.

Section 25. Free-choice scheme

Subsection 1 Accrual scheme

Employees covered by the collective agreement save 4.0% of the salary that qualifies for holiday with pay to the free-choice scheme. The amount includes holiday allowance, holiday pay and any special holiday savings. Pension contributions of the free-choice scheme are paid on an ongoing basis.

During the period of the collective agreement, the increase for the free-choice scheme is 1.0% per year of the salary that qualifies for holiday pay.

As of March 15, 2020, the free-choice scheme increases to 5.0% of the salary that qualifies for holiday pay. As of March 15, 2021, to 6.0% of the salary that qualifies for holiday pay, and as of March 15, 2022, to 7.0% of the salary qualifying for holiday pay.

Subsection 2 Payment

The employee can dispose of funds in the free-choice scheme for absence regarding the holding of senior days off and family days.

As of June 14 and December 14 and in case of resignation, the balance is calculated, and the amount is paid together with the salary.

No payments are made on June 14 to employees who have chosen to take family days and/or senior days off.

The local parties may agree in writing that the total contribution to the free-choice scheme is paid out on an ongoing basis with the salary.

If LG does not guarantee the payment of the amounts, the employers' organisation provides a guarantee.

The parties to the agreement request that the enterprise takes the initiative to enter into a dialogue with the employees about the possibilities of the free-choice scheme.

Section 26 Senior employee scheme

The employees can choose to enter a senior employees' scheme from a period of five years before the retirement pension age in force.

According to the senior employees' scheme, the employee can choose to use the payment to the free-choice scheme to finance senior days off.

Payments from the free-choice scheme regarding the holding of senior days off are administered according to the same rules as the special holiday and the weekday holiday account for the enterprise's employees paid by the hour, see section 37.

If the employee wants further senior days off, this can be made by translating the entire or part of the pension contribution, see section 24, into senior days off.

The share of the pension contribution that can be translated cannot exceed the amount needed for covering the costs of the insurance scheme, contributions to the healthcare scheme and the administration costs.

For employees paid by the hour, the translated pension contributions are deposited into the employee's free-choice scheme.

The employee's entry in a senior employee scheme does not alter the existing basis of calculation of the collective agreement and is therefore cost neutral for the enterprise.

The employee must, no later than November 1, provide the enterprise with written notification of whether the employee wants to enter into a senior employee scheme in the next calendar year and if so, how large a share of the free-choice scheme and the converted pension contribution the said employee wants to use. In addition, the employee must inform the enterprise of how many senior employees' days off he or she wishes to take in the next calendar year.

These choices are binding for the employee and will continue in the next calendar year. However, each year before November 1, the employee can inform the enterprise if the employee wants any changes for the next calendar year.

In the first year of the senior employees' scheme, the conversion is made starting from the pay period in which the employee is five years from the retirement pension age in force at the time in question.

The scheduling of the senior days off is made taking into consideration the operations of the enterprise and according to the same rules that apply to the scheduling of remaining holiday/special holidays, see clause 36. However, this does not apply to senior days off in a notice period following the dismissal made by the enterprise.

The payment for senior days off follows the rules on payment on weekday holidays and special holidays in section 37(3), (4) and (5).

The parties agree that a maximum of 32 senior days off can be taken per calendar year.

The establishment of a senior employee scheme does not otherwise change the rules on days off/special holidays, see sections 34, 36 and 37.

For employees employed on terms consistent with the Danish Salaried Employees Act, see section 8, the following also applies:

If the employee is employed on terms consistent with the Danish Salaried Employees Act and wants to enter into a senior employee scheme, a senior days off account is opened, unless otherwise agreed locally. When taking senior days off, the employee's monthly pay is shortened, and the employee is instead paid an amount from the senior days off account. On expiry of the calendar year and on resignation, the balance in the senior days off account is calculated, and the remaining amount is paid.

Chapter D - Payment of wages etc.

Section 27. Pay period

The pay period commences on the 15th and ends on the 14th day of a month.

Section 28. Mode of payment

The payment of wages takes place into the employee's NemKonto.

Section 29. Payment date

The payment of wages must take place on the last banking day of the month at the latest.

Section 30. Electronic documents

The parties to the agreement agree that the collective agreements should contain the possibility of the enterprise being able, in full discharge, to submit holiday forms and salary statements and any other documents that are to be exchanged during or after the continuous employment via the available electronic mail solutions, e.g. e-Boks or via email.

If the enterprises want to make use of this option, the employees must be given notice thereof three months before unless otherwise agreed upon. After the expiry of the notice, employees who are not able to use the electronic solution may receive such documents by contacting the enterprise.

Chapter E - Absence

Section 31. Sickness

Subsection 1 Sick pay

The enterprises pay sickness benefit during unfitness for work due to sickness, including industrial injury under the Danish Sickness Benefit Act in force at the time in question.

If an employee must leave the work on a working day due to sickness, salary is given during the sickness for the remaining working hours.

Employees with at least six months of seniority receive salary during sickness, if the first day of sickness occurs no later than simultaneous with obtaining six months of seniority.

Pay during sickness is given for a maximum of 70 calendar days within 12 subsequent months (including the employer period).

Compensation for industrial injury is given for a maximum of 100 calendar days within 12 subsequent months (including the employer period). An occupational disease is considered sickness and not industrial injury.

Subsection 2 Payment

Sick pay is defined as performance-related pay, service supplement, seniority allowance and trained bonus*, see sections 12, 15 and 16(1) and section 17.

For employees hired under section 13, the sick pay is performance-related pay and the industry seniority allowance applicable to the employee.

In case of unfitness for work due to industrial injury, compensation of 100% of the earnings within the latest salary period of four weeks is given. The calculation is made based on the general rules of the Danish Sickness Benefit Act.

The amounts include the maximum unemployment benefit rate determined by legislation.

Sick pay is made for a maximum of 37 hours per week, however, see section 2(7) and section 34(3).

**The parties to the agreement agree that the enterprise may apply to Servicebranchens Udviklingsfond (SBUF) to get the costs of the trained bonus covered, to the extent that SBUF provides the opportunity.*

Subsection 3 Payment time

Payment is made at the usual date for payment of wages.

Subsection 4 Cessation of the right to payment

The right to payment ceases if the sickness benefit refund from the local authority ceases because of the employee's non-performance of the duties that follow from the Danish Sickness Benefit Act.

In cases when the enterprise has already paid sick pay/sickness benefit to the employee, the enterprise may, in the period before the cessation, only set off an amount corresponding to the lost sickness benefit refund against the employee's pay.

Section 32. Absence for family reasons

Subsection 1 Sick children

For employees with at least six months of seniority, freedom with full pay is given when necessary for the purpose of taking care of the employee's sick, minor child under 14 staying at home. This is only applicable for the first full day of sickness.

If the child falls sick during the employee's working day and the employee has to leave work as a consequence thereof, the employee is entitled to take time off with full pay for the remaining working hours of that day.

If the child continues to be sick after the first full day of sickness, the employee is entitled to an additional day off. This day off is taken without pay.

Subsection 2 Hospitalisation of children

Employees are given days off with full pay when it is necessary for them to be hospitalised with their child under the age of 14. From May 1, 2017, the days off with full pay also apply when the hospitalisation is made fully or partly in the home.

This only applies to one parent with custody of the child, and the entitlement to days off with full pay can be no more than one week per child within a 12-month period.

The employee must produce documentation for such hospitalisation on request.

Any refund from the local authority accrues to the enterprise.

Subsection 3 Doctor visits*

Employees with at least six months' seniority who have the right to take the child's first day of sickness are entitled to time off for accompanying the child to the doctor.

Employees who wish to take time off for doctor visits must notify the enterprise of this as early as possible.

Freedom for doctor visits is held without salary.

**The provision in subsection 3 enters into force on May 1, 2020.*

Subsection 4 Family days

Until May 1, 2020:

Employees with at least nine months' seniority who have the right to take the child's first day of sickness, are entitled to two family days per calendar year, from May 1, 2017. Employees can take a maximum of two family days per calendar year irrespective of how many children the employee has. The rule concerns children under the age of 14.

The days are scheduled according to agreement between the enterprise and the employee taking the interests of the enterprise into consideration.

The family days are held without wages, but the employee will be able to get payment from his/her free-choice scheme, see section 25. The payment follows the rules on payment on weekday holidays and special holidays in section 37(3), (4) and (5).

From May 1, 2020, the following applies:

Employees with at least nine months' seniority who have the right to take the child's first day of sickness, are entitled 1.33 family days to be taken in the period from May 1, 2020 to December 31, 2020.

Employees can take a maximum of 1.33 family days in the period irrespective of how many children the employee has. The rule concerns children under the age of 14.

The days are scheduled according to agreement between the enterprise and the employee taking the interests of the enterprise into consideration.

The family days are held without wages, but the employee will be able to get payment from his/her free-choice account, see section 25. The payment follows the rules on payment on weekday holidays and special holidays in section 37(3), (4) and (5).

From January 1, 2021, the following applies:

Employees with at least nine months' seniority who have the right to take the child's first day of sickness are entitled to two family days per calendar year. Employees can take a maximum of two family days per calendar year irrespective of how many children the employee has. The rule concerns children under the age of 14.

The days are scheduled according to agreement between the enterprise and the employee taking the interests of the enterprise into consideration.

The family days are held without wages, but the employee will be able to get payment from his/her free-choice account, see section 25. The payment follows the rules on payment on weekday holidays and special holidays in section 37(3), (4) and (5).

Subsection 5 Leave for taking care of next of kin

Leave is given without pay for employees who under the rules of section 26 of the Danish Maternity Leave Act, and section 119 of the Danish Service Act, respectively, for a period are to take care of their sick child or next of kin wanting to die in their own home. It is assumed that the said employee informs the enterprise in the best possible way on an ongoing basis of the expected date of resumption of the work.

Section 33. Childbirth, adoption and parental leave

Subsection 1 Pregnancy and maternity leave

Female employees having nine months' seniority in the enterprise on the expected date of delivery receive full wages during absence due to maternity leave from four weeks before the expected date of delivery and up to 14 weeks after delivery (pregnancy leave/maternity leave).

Fathers receive wages for up to two weeks' paternity leave subject to the same conditions.

Subsection 2 Adoptive parents' leave on receipt

The permanently employed adoptive parent, who at the homecoming of the child has nine months of seniority in the enterprise, is entitled to salary for 14 weeks from receipt of the child.

Fathers receive wages for up to two weeks' paternity leave subject to the same conditions.

Subsection 3 Extra pension contribution

During the 14 weeks of maternity leave, an extra pension contribution is paid for employees having nine months' seniority on the expected date of delivery.

The pension contribution is:

Employer's contribution	Worker contribution	Total contribution
DKK per hour/ DKK per month	DKK per hour/ DKK per month	DKK per hour/ DKK per month
8.50 / 1,360.00	4.25 / 680.00	12.75 / 2,040.00

The hourly contribution for part-time employees is paid corresponding to the performed number of working hours.

Subsection 4 Parental leave

Until July 1, 2020:

The employer pays wages during parental leave for up to 13 weeks.

Out of the 13 weeks, each parent is entitled to take five weeks.

Payment ceases if the leave reserved for the individual parent is not taken.

The remaining three weeks' leave is granted to one and/or the other parent.

The payment for these 13 weeks corresponds to full salary.

The 13 weeks must be taken within 52 weeks after the childbirth.

Unless otherwise agreed, a notice of three weeks must be given for the 13 weeks.

Each of the parents' leave can at the most be divided into two periods unless otherwise agreed.

The enterprise only pays for the absence of its own employees. The enterprise may require documentation, e.g. in the form of a solemn declaration.

From July 1, 2020, the following applies:

The employer pays full salary during parental leave for up to 16 weeks. The payment for these 16 weeks corresponds to the wages the employee would have earned during the period.

Of these 16 weeks, the parent taking maternity leave has the right to take five weeks and the other parent has the right to take eight weeks.

Payment ceases if the leave reserved for the individual parent is not taken.

The remaining three weeks' leave is granted to either parent.

The 16 weeks must be taken within 52 weeks after the birth.

Unless otherwise agreed, notice of three weeks must be given for the 16 weeks.

Each of the parents' leave can at the most be divided into two periods unless otherwise agreed.

The enterprise only pays for the absence of its own employees. The enterprise may require documentation, e.g. in the form of a solemn declaration.

Subsection 5 Pay and reimbursement

It is a condition for payment that the employer is entitled to reimbursement corresponding to the maximum unemployment benefit rate. If the reimbursement is lower, the payment to the employee will be reduced accordingly. If the employer cannot obtain reimbursement, the payment to the employee ceases to exist.

Section 34. Holidays

Subsection 1 Holiday qualifications

For each month of employment in a qualifying year, a right to 2.08 days of holiday is accrued, which gives 25 days' holiday (five weeks of holiday) of which the three weeks of holiday are given together in the holiday period from May 1 to September 30.*

**For employees with a six-day working week, reference is made to Executive Order no. 549 of 24.04.2015 on holidays, chapter 3.*

Subsection 2 Holidays by the hour

A written agreement can be made locally stating that holidays can be taken by the hour.

If holiday is taken by the hour, it must be ensured that holiday is not taken for fewer hours than the planned number of working hours on the day in question and that the total holiday is not less than five weeks counted as 25 full days, where compensatory days off and working days and working days are included proportionately. Holidays should be taken in full weeks as far as possible.

Holidays must reflect the working week and may not be scheduled exclusively on short or long working days.

Subsection 3 Holiday allowance

The enterprises pay holiday allowance under the Danish Holidays Act, and the holiday allowance constitutes 12.50% of the salary.

Subsection 4 Sickness holiday allowance

The enterprise also pays sickness holiday allowance during the employee's absence due to sickness or injury in the enterprise from the first day of absence if the employee has been employed for at least 12 consecutive months in the enterprise.

If the employee has less than 12 months consecutive seniority, sickness holiday allowance is given in compliance with the provisions of the Danish Holiday Act to that effect, which is from the second day of absence.

The enterprise may demand that the employee, in the form of a solemn declaration or a medical certificate documents that the absence is due to sickness or industrial injury. The sickness holiday allowance is calculated based on the sick pay in section 31. The sickness holiday allowance constitutes 12.50% of the sick pay. If the enterprise no longer has any sickness holiday allowance obligation under section 31, the continued sickness holiday allowance is calculated based on the employee's earnings for the last four weeks before the sickness absence.

Subsection 5 Holiday form scheme

Standard agreement dated May 28, 2018 about the handling of holiday pay applies. In case of suspension of payments, the employers' association guarantees the employees' claims for holiday allowance under this collective agreement against the submission of an assignment declaration for the claim.

The employers' association reserves the right, through written notification to that effect, to the trade union to cancel the guarantee obligation at 14 days' notice, so that the general holiday account scheme will apply for the subsequent time.

Section 35. Transfer of the fifth holiday week

Subsection 1 Agreement

The employee and the employer may agree that accrued and untaken holidays in addition to 20 days can be transferred to the following holiday year.

Subsection 2 Transfer

No more than a total of 10 holidays may be transferred, and no later than in the second holiday year after the holidays has been transferred it must be taken. (This provision does not apply to transfer of holidays from the holiday year 2019-2020 to the short holiday year in 2020).

Subsection 3 Written agreement

The employee and the employer must enter into a written agreement before the expiry of the holiday year (until January 1, 2021: before September 30 before expiry of the holiday year).

The parties to the agreement recommend that the printed agreement on transfer of holidays is used, see appendix E. If the printed agreement is not used, the agreement must at least include the same items as the printed agreement approved by the organisations.

Subsection 4 Payment

- a. Holiday allowance corresponding to the duration of the holiday is paid in the first payment of wages, after the enterprise has received the employee's request for payment from Feriepengeinfo, but no earlier than one month before the holiday is taken.
The provision enters into force on September 1, 2020.
- b. Holiday allowance paid to employees during paid holidays can be paid prior to the holiday being taken. In such cases it may require deduction upon resignation to the extent that holiday allowances have been paid for holidays not taken.

Subsection 5 Transfer due to holiday obstacles

If an employee, due to own sickness, maternity leave, leave for adoption or other absence due to leave is prevented from taking holidays, the employee and the employer may also agree that the holiday is transferred to the subsequent holiday year. Transfer of such holidays can be agreed irrespective of the number of transferred holidays otherwise. The agreement is entered into, and the holidays are taken according to the same rules as above.

Subsection 6 Resignation

If an employee who has transferred holiday resigns before all transferred holiday has been taken, holiday allowance for holidays in excess of 25 holidays is paid in connection with the resignation.

Subsection 7 Notification

In cases where holidays are transferred, the employer must provide written notification to the person paying the holiday allowance that the holiday will be transferred.

Subsection 8 Taking of holidays

Holidays corresponding to transferred holidays cannot be deemed included in a notice period unless the holiday, in accordance with agreement, see above, can be taken within the notice period.

Section 36. Special holidays

Subsection 1 Special holidays

The employee is entitled to five special holidays.

Special holidays are scheduled according to the same rules as scheduling of remaining holidays.

Savings for taking special holidays are made at 1.75% of the employee's salary qualifying for holiday with pay, and the payment is made according to the same rules as weekday holidays pay, see section 37. With the weekday holiday savings of 3.5%, see section 37(2), the total savings are 5.25%.

The employees may only take five special holidays per calendar year irrespective of any job change during the calendar year.

Section 37. Weekday holidays and the day of Christmas Eve

Subsection 1 Weekday holidays

Weekday holidays are New Year's Day, Maunday Thursday, Good Friday, Easter Monday, Danish Holiday falling on the fourth Friday after Easter), Ascension Day, Whit Monday, Christmas Day and the day after Christmas Day.

Constitution Day (June 5) is considered a half weekday holiday.

Subsection 2 Weekday holiday account

The weekday holiday savings correspond to 3.50% of the employee's salary qualifying for holiday with pay. With the special holiday account of 1.75%, see section 36(1), the total savings are 5.25%.

Holiday allowance is included in the total account.

Subsection 3 Advance payment and payment of remaining balance

The payment takes place both as advance amounts and in the form of payment of remaining balance.

The advance amounts will be paid with the salary for the pay period in which the weekday holidays or the special holidays occur.

Advance amounts are not given for weekday holidays falling on a Sunday.

The remaining payment is paid with the holiday allowance in connection with the holidays in the first holiday year, or on request after May 1 against receipt on the holiday form.

On resignation, the remaining payment is paid with the last payment of wages.

Subsection 4 Advance payment in December

Advance amounts for Christmas Day and the day after Christmas Day and New Year's Day are paid with the salary for December.

In addition, the employee is entitled to have advance amounts for December 31 and for special holidays and the senior days off as well as any family days in which advance amounts are paid by the employee's free-choice scheme, see section 25, taken in the period from December 15 to 31, paid with the salary for December.

Subsection 5 The size of the advance amounts

The advance amounts constitute DKK 875 for full-time employees and DKK 500 for part-time employees and for young persons undergoing training per weekday holiday and December 31.

The advance amounts for employees hired under the special provisions on Damage Control etc., the Food Industry and Train Services constitute DKK 1,000 for full-time employees and DKK 600 for part-time employees per weekday holiday and December 31.

The advance amount can never exceed the amount deposited in the individual employee's weekday holiday/special holiday account.

Subsection 6 Accrual during sickness

During sickness, payment for weekday holidays accrues during the employee's absence due to sickness or industrial injury in the enterprise from the first day of absence.

The right to weekday holiday pay during sickness is on the condition that before the sickness, the employee has had at least 12 consecutive months of employment in the enterprise. Weekday holiday pay due to the same sickness or industrial injury is, however, paid for a maximum of four months.

The enterprise may demand that the employee, in the form of a solemn declaration or a medical certificate, documents that the absence is due to sickness or industrial injury.

The weekday holiday pay is calculated based on the sick pay in section 31, and it constitutes 5.25% of the sick pay (accrual for weekday holidays and special holidays).

Subsection 7 The day of Christmas Eve

December 24 is an entire day off with full pay. It is a condition for payment that a loss of income has been sustained.

If work is demanded to be performed on this day, the payment, in addition to the above, is the usual salary and an allowance under section 18(2).

Chapter F - Termination of the employment

Section 38. Termination

Subsection 1 Notice

Notice of termination	from the enterprise	from the employee
First 6 months	2 weeks	2 weeks
After 6 months	2 months	1 month
After 12 months	3 months	1 month
After 3 years	4 months	1 month

In the first week of the employment, any party may terminate the employment at a day's notice.

Employees with nine months' seniority in the enterprise cannot be dismissed within the first two months in which they have proved to be unfit for work due to industrial injury in relation to work for the enterprise through no fault of their own.

Subsection 2 Recovery of seniority

If an employee with at least six months of seniority is dismissed, the employee keeps their accrued seniority in case of re-engagement within a period of six months.

Subsection 3 Severance pay

If an employee who has been consecutively employed for 10 years, is dismissed, pensionable severance pay corresponding to one month's performance-related pay is given. If the said person is re-engaged after having received severance pay, the right to severance pay on dismissal is given only following a new period of employment of 10 years.

Subsection 4

Employees with three years of seniority in the enterprise cannot be dismissed in the period in which the employee is entitled to sick pay, see section 31(1). This provision only applies if the employee has no fault of its own in the intended dismissal.

In case of redundancies and on expiry of a contract, including in connection with security dismissals, dismissal may take place during sickness. It is not a condition that the dismissals are covered by the Danish Act on notification etc. in connection with dismissals to a large extent.

Subsection 5 Failure to give notice

If the duty to give notice is not observed by one of the parties, this party will pay a penalty to the other party corresponding to the collective agreement hourly pay for the number of regulated hours which the breach amount to.

If the applicable notice is deviated from on the part of the employer, the union representative/trade union is immediately informed to that effect. If the question of penalty is brought before industrial disputes procedure, this must be proceeded with as much as possible so that the issue has been clarified before the payment of wages date.

Subsection 6 Compelling circumstances/force majeure

The notice due to the employer is deviated from when the said employee documents that the dismissal is due to compelling circumstances.

The notice due to the employees is deviated from when the dismissal is due to the fire of the working place, the customer's bankruptcy or restructuring and force majeure, and if disputes are initiated, according to collective agreements or not, which affect the industry's workplaces so that the usual work is stopped. It is a condition that in these situations the employer limits the unemployment as much as possible (e.g. by performing extra assignments, temporary transfer to other work) and re-engages the employees laid off with unchanged seniority as soon as the situation is normal again.

The party to which the notice is deviated from can demand that the case be subjected to industrial disputes procedure.

Subsection 7 Settlement on resignation

Whether an employee is dismissed or gives notice to quit, the final settlement takes place on the first salary pay date. Employees who are dismissed may, however, have an amount on account paid after resignation.

Subsection 8 Return of clothing

On resignation, the work clothes must be returned in a cleaned condition to the enterprise.

If the clothes are not returned, the enterprise may withhold an amount corresponding to the present value of the clothes.

Subsection 9 Days off in connection with dismissal

Employees who are dismissed due to restructurings, down-sizing, company closure or other matters pending in the enterprise are entitled to pay during time off for up to two hours to seek guidance from the unemployment fund/the union. The time off is scheduled as quickly as possible after the dismissal and under due consideration of the production at the enterprise.

Section 39. Non-attendance

If non-attendance occurs, whether or not due to sickness or other reasons, for more than one day without informing the enterprise thereof, the employment is considered to have ceased.

Section 40. Salary for dependants

If an employee dies, the employee's spouse or children under 18, who the employee has a duty to maintain, are entitled to 1-, 2- or 3-months' salary when, at the death, the employee has been employed by the enterprise for 1, 2 or 3 years, respectively. The salary for dependants does not include any holiday allowance.

The salary for dependants is calculated according to the principles set out for calculation of sickness benefits in the Danish Sickness Benefit Act.

Chapter G - Union representatives and health and safety representatives

Good cooperation between management and employees at the enterprises is vital for the enterprise's productivity and competitiveness and for the employees' welfare and opportunities for development.

The Danish model is based on professional and constructive cooperation between the parties to the agreement and on a well-functioning local cooperation between business managers and union representatives. The key to such success is often the decentralised drafting of agreements and a cooperation process characterised by mutual respect and trust.

Section 41. Where is the union representative elected

Subsection 1 Area

In any enterprise, employees may elect among themselves an employee to function as the union representative to the management or its representative.

Subsection 2. Five or more employees

In large enterprises, the employees within any organisational entity with an independent work management may elect among themselves a union representative.

This demand has been fulfilled if a permanent workplace employs at least five employees, and thus a union representative may be elected for this workplace.

Subsection 3. Four or fewer employees

In enterprises or organisational entities with four employees or fewer, no union representative is elected unless both parties so want.

Section 42. Eligibility

The union representative must be elected among the acknowledged skilled adult employees who have worked within the said enterprise or entity thereof for at least six months. If there are less than five such employees, the required number of other employees with the longest seniority will become eligible.

Section 43. Election of union representative

Subsection 1 Election basis

The union representative is elected jointly by all employees covered by this collective agreement. The election period is two years. Re-election may take place.

Subsection 2 Participation in the election

The election must be scheduled to enable all employees at the enterprise or in the department at the time of the election to participate.

Subsection 3 Validity requirement

It is a condition for the validity of the election that at least half of the votes cast have voted for the said person.

Subsection 4 Approval of the election

The election is not valid until approved by the union which ensures that the rules of the above sections on election and eligibility have been fulfilled. The union submits a notification about the election to the employers' organisation and the said enterprise.

Subsection 5 Right of objection

The employers' organisation and the said enterprise are entitled to object to the election. The objection is made to the union within two weeks after receipt of the notification.

The objection must be based either on circumstances that appear directly from the union representative rules or on circumstances that relate to the possibilities of cooperation between employees and management.

If an objection has been made, the election is not considered to have been decided for as long as the industrial disputes procedure is pending.

Section 44. Union representative training

The union gives an assurance that employees who are elected union representatives and who have not previously had a trade union representative course, as soon after the election has been finally approved take such training. The employers' organisation will contribute that such employees are given the required time off to participate in the course.

Section 45. Alternate of the union representative

If the union representative is absent due to sickness, holiday, participation in a course or the like, an alternate union representative can be elected in agreement with the management of the enterprise. During the function period, the alternate elected enjoys the same protection as the elected union representative if the conditions for being elected union representative have been met.

Section 46. Union representative assignments

Subsection 1 Cooperation

It is the duty of the union representatives – as it is the duty of the management of the enterprise – to do their utmost to maintain and encourage good cooperation at the workplace.

Subsection 2 Agreements

By virtue of its election, the union representative has a power of authority to enter into agreements on behalf of their group of employees with the management.

However, the union representative only presents suggestions, recommendations and complaints on behalf of members of the collective agreement unions to the management.

Subsection 3 Future hiring and dismissals

In case of future hiring and dismissals, the union representative must be kept informed in the best possible way and has a right of action according to rules for the dealing with industrial disputes, in case of any unreasonable matters on hiring and dismissals.

If, at request, the employer informs the union representative about hiring or dismissal made, the employer cannot be ordered to pay a penalty unless there is a systematic breach of the provision.

Subsection 4 Information about the reason for dismissal

If the enterprise dismisses an employee covered by the rules on unfair dismissal in section 4(3) of the general agreement, and if the said person requests information about the reason for dismissal, the management of the enterprise must also inform the union representative about the reason for the dismissal.

Subsection 5 Taking disagreement further

If a satisfactory solution to a matter is not reached in the discretion of the union representative, which has been discussed with the management, the union representative is free to demand that the case be further treated by the joint union representative (see below) or to request its organisation to deal with the matter. But it is the duty of the union representative and its colleagues to continue working without interruption until other decision is made by the competent bodies of the unions.

Subsection 6 Exercise of the union representative duties

The union representative must be given the required time to attend to its work as a union representative. This must occur however, with the least possible hindrance to the productive work of the union representative.

If the employee must leave work during working hours in order to fulfil his or her duties of union representative in the enterprise, the employee must first inform the employer or the employer's representative.

If the union representative, at the employer's request, incurs transportation costs, the employer pays these.

Subsection 7 Working conditions

The work of the union representative must be scheduled to the effect that it is ensured they have the necessary time to tend to the duties. If the union representative has been elected for a number of workplaces, this should influence the time made available to perform the duties under the circumstances so that a permanent agreement is made.

If the absence of the union representative, due to the assignment, entails that other employees must undertake extra work, this is paid within standard working hours by the standard hourly pay and outside standard working hours as extra work.

Subsection 8 Standard pay

When information has been given that the union representative must leave their work to perform their union representative duties, or if at the management's request, the union representative is occupied in the working hours in relation to issues that concern the enterprise and the employees, the union representative must be paid his or her normal wage for the time included for this. In case of meetings outside working hours and at the initiative of the employer, payment is made as for overtime for the hours that may fall outside the daily working hours of the said person. In works council meetings, the cooperation board's guidelines are followed.

Union representatives who work permanently in the night, must be ensured at least eight hours of rest either before or after participation in SU/SIU meetings that are held during the day.

Subsection 9 Association

If the employees at an enterprise unite in an association or the like, the union representative must be the chairman of such an association.

Subsection 10 Employees within the field of operation

The union representative can request an overview of the employees and their place of work in the union representative's field of operation.

Subsection 11 Electronic auxiliary equipment

To support the union representative's daily work the enterprise strives that a personal business email address is set up and when possible, access to the enterprise's intranet is provided.

Subsection 12 The local branch

According to prior contact, a representative from the local branch may have access to the enterprise to discuss local matters with the management.

Section 47. Joint union representative

Subsection 1 Representation

In enterprises with three or more union representatives, the union representatives may among them elect a joint union representative which by virtue of its election has the authority to make agreements with the enterprise's management on matters of common interest to all employees.

Subsection 2 Representatives in large enterprises

In large enterprises with three or more union representatives within the individual overall organisational entity, the union representatives may, within the entity, elect a joint union representative which by virtue of its election has the authority to make agreements with the enterprise's management on matters of common interest to all employees within the overall organisational entity.

Subsection 3 Special authority

According to special authority of the individual union representative, the joint union representative may take actual cases further on its behalf vis-a-vis the management of the enterprise.

Subsection 4 Information about elections

Election of a joint union representative must immediately be notified to the management of the enterprise and the employers' organisation, which may object to the election under the rules in section 43.

Section 48. Other possibilities of election

In case of local agreement, other possibilities for election of union representative(s) may be agreed than the rules in sections 41, 42, 43, 45 and 47.

Section 49. Union representative remuneration

Union representatives elected under the collective agreement will receive annual remuneration that is paid by 50% per half year. The remuneration is paid as compensation for the

union representative's attendance to its duties outside its working hours. The remuneration is not pensionable and does not include any holiday allowance.

The election basis is calculated in case of new election of the union representative and subsequently once a year. On cessation of the union representative duties, the remuneration ceases.

It is a condition for payment of remuneration that the union representative has completed the basic union representative training with the unions.

The remuneration constitutes:

Union representatives with an election basis up to and including 49 persons, receive annual remuneration of DKK 9,000.

Union representatives with an election basis of between 50 and 99 persons, receive annual remuneration of DKK 16,500.

Union representatives with an election basis of 100 or more persons, receive annual remuneration of DKK 33,000.

As regards joint union representatives, the number is calculated as the sum of those represented.

If an agreement on remuneration to the union representative has already been made in the enterprise, this may be set off against the above remuneration.

Section 50. Cessation of the union representative function

Subsection 1 Notice

Dismissal of a union representative must be for compelling reasons, and the management is obliged to give the union representative notice of dismissal of a total of five months.

If a union representative has functioned as such for a consecutive period of at least five years, the union representative is, however, entitled to six months' notice.

A union representative who ceases this duty after having functioned as such for at least one year, and who is still employed in the enterprise, has a claim for two weeks' notice in addition to the notice in section 38 in case of dismissal on the part of the enterprise within one year after resignation as a union representative. This provision only applies to resigned union representatives.

If the reason for the dismissal is shortage of work, the duty to give notice according to the above provisions will lapse.

Subsection 2 Compelling reasons

If the management of an enterprise believes that there are compelling reasons to dismiss a union representative, it must contact the employers' organisation which may then request that the case be heard under to the rules on industrial dispute.

In such case, a mediation meeting must be held within seven calendar days of receipt of the request for mediation, and the industrial disputes procedure must otherwise be proceeded with as fast as possible.

The employment of a union representative cannot usually be terminated in the notice period until its organisation has had the opportunity to try the justification of the dismissal in industrial disputes procedures.

If it is concluded in such industrial disputes procedure that there are compelling reasons to dismiss the union representative, notice will be regarded as having been given on receipt of the request for mediation.

Subsection 3 Cessation

If the number of employees is reduced in an enterprise or within an organisational entity thereof, so that the preconditions for election of a union representative have not been present for a 3-month period, the union representative function ceases immediately unless a written agreement is made between the parties about its continuation.

Similarly, the duties as a union representative cease immediately when the preconditions for the function are no longer present.

Subsection 4 Professional update of ceased union representatives

From May 1, 2017, an employee who ceases as a union representative after having functioned as such for a consecutive period of at least three years and who is still employed by the enterprise is entitled to a discussion with the enterprise about the employee's need for updating of his or her professional competences.

This discussion is held within one month after the employee has ceased working as a union representative and at the request of the employee. As part of the discussion, it is clarified whether there is a need for updating of professional competences and how this updating should take place.

If agreement cannot be reached, the employee is entitled to three weeks of professional updating. After six years consecutive function as a union representative, the employee is entitled to six weeks' professional updating.

The employee receives full pay during the professional updating.

It is a condition that statutory compensation for loss of wages can be granted for the education (e.g. in the form of VEU compensation). Compensation for loss of wages accrues to the enterprise.

In case of professional updating, support can be given from the SBUF-fond/ISS-fonden as on agreed training, see section 52.

Section 51. Duties of health and safety representatives

Subsection 1 Applicable rules

It should be noted that the above rules on the procedure for election of union representatives (section 43), on the employer's duty to hold the union representative harmless when they perform their duty (section 46(8)) and on dismissal of union representatives (section 50) under the Danish Working Environment Act also applies to health and safety representatives.

Subsection 2 Cooperation and assignments

The later pension age increases the need for continuously creating the best conditions for a good working environment, which should be made through the involvement of the health

and safety representative. The parties to the agreement agree that a good work environment contributes to good productivity and sound finances.

The health and safety representative is to assist in sharpening the focus of colleagues and management on all aspects of health and safety.

The health and safety representative, in collaboration with management and the union representative, is to ensure that the strategic tasks are carried out under the auspices of the health and safety organisation or a special cooperation forum.

The health and safety representative is to be at the core of systematic health and safety work in the development of the workplace assessment (APV). It is a joint responsibility that sickness absence is part of the workplace assessment work. The role of the health and safety representative includes discussing the working environment on the basis of existing, relevant statistical material.

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

The health and safety representative is also an ambassador for the employees' involvement in the pervasive transition towards achieving new ambitious climate targets.

Subsection 3 Time off for assignments

The health and safety representative must have time available to perform his or her duties, which are reasonable in relation to the nature of the undertaking in question and its standards of health and safety. This must occur however, with the least possible hindrance to their work productivity.

This means that the health and safety representative must be free to fulfill his or her duties in accordance with the health and safety rules, including attendance at meetings and training.

Subsection 4 Participation in health and safety courses*

According to agreement with the employer, the health and safety representative can be given the necessary time off to participate in the union's relevant health and safety courses.

Access to participate in the union's health and safety courses affects neither rights nor obligations in relation to the legislation on health and safety training.

Participation in the union's voluntary health and safety courses does not involve payment under clause 20(1) of the Danish Working Environment Act.

Subsection 5 Access to electronic auxiliary equipment*

For performing their work, the health and safety representative must have the same access to electronic auxiliary equipment as the union representatives under section 46(11).

** The provision enters into force on June 1, 2020.*

Chapter H - Training

Section 52. Training

Subsection 1 Professional level

The parties will continue the joint endeavours to raise consciousness in the industry and enterprises about the necessity of a joint training effort. The target is that everyone in the industry – both managers and employees – consider training as both a right and a duty.

A solid professional skills level among the employees will provide the industry with higher status.

Subsection 2 Screening and assessment of real competencies

After six months' employment, the employee is entitled to a written education and training plan with full pay, perhaps by means of an assessment of real competencies at a technical school, a real competency assessment or an individual competency assessment. The education and training plan is prepared at the employee's initiative.

The employee is entitled to time off for up to four hours with full pay for participating in guidance and screening in relation to preparatory adult education (FVU), training for dyslexics and Danish training for adult foreigners or real competency assessment in relation to the service assistant education.

The enterprise may make it a condition that the costs for the training are covered through support from Servicebranchens Udviklingsfond (SBUF)/ISS' Udviklingsfond (and any loss of wages compensation).

Subsection 3 Education and training of the employee's own choice

After six months of employment, the employee is entitled to two weeks' training with full pay per year. This is on the condition that a choice is made from the education programmes covered by the positive list for Servicebranchens Udviklingsfond. It is found here <https://www.pension.dk/virksomhed/services/artikler/kurser-med-tilskud/>

Employees are entitled to participate in unused education and training, see first section, from the previous two calendar years. The oldest weeks are used first. However, this does not apply if the employee is under notice unless the enterprise and the employee had agreed upon the period of education and training before the dismissal.

Both the real competency assessment, the individual competency assessment and the training and education are scheduled taking into account the circumstances of the enterprise. Special consideration should be given to employees in a dismissal situation. These employees can, taking into account the circumstances of the enterprise, obtain time off for participation in vocational training at their own choice.

Subsection 4 Planning of training

It is recommended that continuous and systematic education and training planning is made for the enterprise's employees engaged under a "school scheme", see section 7. The education and training planning should involve the preparation of a competency/education and training plan for the individual employee.

This may be done through the employer's efforts, in cooperation with the employee, to plan this course of events in the closing periods of the schools, such as the winter holidays in week 7 or 8 and in the autumn holidays in week 42.

The training process of the employee is of course education, see subsection 3, and process is supported by Servicebranchens Udviklingsfond (SBUF) according to the guidelines for this, which means in relation to training that is on the fund's positive list. It is found here : <https://www.pension.dk/virksomhed/services/artikler/kurser-med-tilskud/>

Subsection 5. Education and training of the enterprise's choice

When the employee participates in training at the request of the enterprise, the employee receives full pay. Full pay is defined as the employee's fixed personal pay including fixed, foreseeable allowances.

1. Basic general qualification

For employees with more than six months' seniority in the enterprise, the enterprise can request the employee to participate in basic general qualification in the form of preparatory adult education, training of dyslectic persons or Danish training for adult foreigners. The participation is scheduled taking into account the circumstances of the enterprise.

For employees with more than six months' seniority in the enterprise, participation in this qualification can obtain support from SBUF/ISS' Udviklingsfond according to guidelines set out by the board of directors of the funds.

The enterprise's access to support under this subsection is on the condition that before participating in basic general qualification, the employee has had their language qualifications screened.

Following a motivated application, the enterprise can request SBUF/ISS' Udviklingsfond for support to basic general qualification for employees with less than six months' seniority in the enterprise.

2. The basic professional qualifications of newly hired persons

During the first six months of the employment, the enterprise may request the employee to participate in basic professional qualification.

Participation in this qualification may be eligible for support from SBUF/ISS' Udviklingsfond for up to 10 days within the first six months of employment according to guidelines set out by the boards of directors of the funds.

The enterprise's access to support under this section assumes that prior to participation in basic professional qualification, the employee has made a real competency assessment, an indicative real competency assessment or an individual competency assessment.

This subsection lapses if the parties to the agreement fail to continue the pilot schemes with supports for agreed education and training.

Section 53. Service assistant education

Subsection 1 Area

The rules set out in this agreement apply to apprentices who are trained in the service assistant education under the Danish Act on Vocational Training.

Subsection 2 Normal working hours

The normal working hours of the apprentice are at least 30 hours.

Subsection 3 Duty of attendance during school attendance

For the time when they participate in school attendance, the apprentices are in principle handed over to the school.

Therefore, the apprentices are not obliged to work at the enterprise before or after the end of the school day nor on any days without teaching which are made up for through the other part of the school attendance.

On weekdays in school holidays – e.g. around Christmas, Easter and Whitsun – the apprentices have a duty to attend to work if work is performed in the enterprise.

Subsection 4 School attendance

The cost for stays at a boarding house for students is paid according to applicable legislation.

Subsection 5 Pay matters

The apprentice is paid according to the rates below:

	15/3-2020	15/3-2021	15/3-2022
First year, rate 1	75.56	76.85	78.15
Second year, rate 2	84.26	85.70	87.15

If a training agreement has been finalised in less than two years, the number of wage rates are correspondingly abbreviated, so that the rate for the second year must, in any event, be used for the last year of the education and training. After completed training, an allowance is given under section 17.

Subsection 6 Apprentices on basic vocational education and training (EGU)

EGU apprentices are paid during the entire training period according to the wage rate for the first year in subsection 5 and are otherwise covered by the collective service agreement's provisions on special allowances.

Subsection 7 Adult apprentices

A training agreement with adult pay for apprentices who participate in vocational training for adults, EUV1 and EUV2, meaning an abbreviated course for adults.

1. Adult apprentices who have reached the age of 25 and who have at least two years of relevant work experience and who can therefore enter into a training agreement to take the service assistant education or the cleaning technician education as EUV1 or EUV2, obtain the same salary (including allowances) in the internship period as employees working in similar work areas.

If material amendments are made to the legislation, the parties to the agreement initiate discussions about changing the rule, in that the assumption is that there is no disturbance

of which type of adult vocational training which adult apprentices may have with an adult apprentice salary, and to which the fund provides contributions.

If, during the internship periods, an adult apprentice performs work that is covered by the nuisance bonus of the collective agreement, the usual nuisance bonus is also paid for the work. Nuisance bonuses are not paid in school periods.

Adult apprentices who were employed in the enterprise immediately before starting the vocational training, enter the enterprise after completed training with the same rights as before the vocational training was started, unless the employment has already been terminated.

2. Employees with less than three months' prior seniority in the enterprise, who are hired to undergo vocational training for adults, are paid the standard hourly pay for the first three months of the internship. Subsequently, the pay is according to the pay provisions of the collective agreement.

3. The training period of the adult vocational training is included in any respect under the seniority provisions of the collective service agreement. Similarly, the adult apprentice pay is included in the accrual of holiday, holiday allowance, weekday holiday pay, free-choice scheme and pension.

Subsection 8 Allowance

All work-related and working hour-related allowances for both young apprentices and adult apprentices correspond to the allowance payments of the collective service agreement.

Subsection 9 Pension

Until September 1, 2020, the following applies:

The parties to the agreement agree that apprentices attending the vocational training for cleaning technicians and service assistants covered by the collective service agreement will be covered by the pension provisions of this collective agreement once they reach the age of 20 and have obtained two months of seniority.

Apprentices, who according to 55(2) of the Danish Act on Vocational Training, have a claim for pension under rules in the collective agreement of another training area, are not covered by the above, notwithstanding the fact that payment is made to PensionDanmark.

Otherwise, reference is made to protocol no. 14.

From September 1, 2020, the following applies:

The parties to the agreement agree that apprentices covered by the collective service agreement and undergoing training as a service assistant or cleaning technician are given the right to pension once the employee has reached the age of 18 and obtained two months of seniority. In this respect, two months of seniority means two full pay months, see section 24(3)(b).

For employees who are 18 and 19, the contribution rates are 4% from the enterprise and 2% from the employee, respectively, totalling 6%.

Otherwise, reference is made to protocol no. 14.

With effect from the month in which the employee reaches the age of 20 and has obtained two months of seniority, the rates that are agreed for the other employees apply.

Subsection 10 Holidays

The apprentices are covered by part 9, section 42 of the Danish Holiday Act.

Subsection 11 Special holidays

Special holidays under section 36 apply.

Subsection 12 Sickness and injury

Section 31 applies to the apprentices' circumstances during sickness and industrial injury.

Chapter I - Funds

Section 54. Servicebranchens Udviklingsfond (SBUF)

The parties to the agreement have established Servicebranchens Udviklingsfond (SBUF). The purpose of the fund is, through financial support, to further education and the educational level in the service industry and ensure professional qualifications for the service enterprises' employees.

The fund provides financial support for enterprises.

The support is related to educational activities covered by the fund's positive list <https://www.pension.dk/virksomhed/services/artikler/kurser-med-tilskud/>

The support is characterised by being both a contribution to cover wage loss/wage costs and any supplement to cover costs for course fees.

The more detailed guidelines for grant of support are laid down by the board of directors of SBUF.

DKK 0.46 is collected per performed working hour to Servicebranchens Udviklingsfond (SBUF).

Section 55. DA/LO - Development Fund

A contribution of DKK 0.45 per working hour is collected to DA/LO Udviklingsfonden (the FIU fund). With effect from the first pay period after January 1, 2022, DKK 0.47 per working hour must be paid.

Section 56. Servicebranchens Samarbejdsfond

Subsection 1 Objects

The objects of the fund are to support activities that develop and strengthen the service industry in the Danish society – including by strengthening and enhancing the unionized labour market. That takes place i.a. through the collective agreement process which sets the standards for pay and working conditions in the Danish labour market. Both parties to the agreement are jointly responsible for supporting this work.

That may be done, for example by:

- Strengthening the local cooperation between the management, the employees and their representatives.
- Support training activities at DI's member enterprises, such as local activities regarding internships, further and vocational training of unskilled employees and an increased effort to ensure that the employees can obtain skilled status and maintaining competencies and skills.
- Contribute to activities that mitigate issues in connection with the performance of tenders/bids.

Subsection 2 Establishment

The fund is managed by a board of directors with equal representation and comprises up to four members.

DI and the union appoint the chairman and the vice chairman. The positions take turns among the organisations at two-year intervals. Determinations are made in agreement.

Subsection 3 Contributions to the fund

The enterprises pay DKK 0.25 per performed working hour to Servicebranchens Samarbejdsfond. From the second quarter of 2020, DKK 0,30 is paid per performed working hour.

At the end of the financial year, the unused contributions are returned to the parties to the agreement unless they determine any other use of the funds.

Section 57. Translation

The stated amount in DKK in sections 54 and 55 can be translated into a percentage of the pensionable wage bill from which pension contributions for the employees covered must be calculated).

Section 58. Union representatives and local cooperation

Good cooperation between the management and employees at the enterprises is vital for the enterprise's productivity and competitiveness and for the employees' welfare and opportunities for development.

The Danish model is based on professional and constructive cooperation between the parties to the agreement and on well-functioning local cooperation between business managers and union representatives. The key to such success is often the decentralised drafting of agreements and a cooperation process characterised by mutual respect and trust.

Joint activities for newly elected union representatives

The parties to the agreement agree to perform a collaboration project to strengthen the union representative function and thus the local collaboration.

Future newly elected union representatives are offered participation in a training and cooperation programme of 2 x 2 days. The union representative is entitled to participate in such programme within the first 18 months of his or her election.

As a first-time implementation, current union representatives are offered similar participation in the training and cooperation programme. Potential participation in the programme must be completed in this collective agreement period.

The employer will compensate the union representative for the income loss suffered by the union representative due to participation in such programme. The enterprise may apply to have this cost covered by the SBUF.

The training and cooperation programme must comprise subjects which may enhance the union representative's knowledge of the enterprises' conditions in terms of development,

production, business economics and competition and the importance of having a good psychosocial working environment, just as the programme must focus on the importance of good mutual communication between the local parties.

The parties to the agreement agree that the detailed contents and holding of the programme are set out jointly. Therefore, a committee is set down to prepare a finished programme for the joint activity.

The parties to the agreement agree that the collaboration project is established under Servicebranchens Udviklingsfond (SBUF).

Chapter J - Industrial disputes procedure

Section 59. The norm

For the settlement of industrial disputes, the code of practice most recently adopted by the main organisations applies.

Section 60. Rules for the treatment of discrepancies of a union nature

For the purpose of optimising the processing of industrial disputes, the parties agree that the following procedure should be observed:

Subsection 1 Local negotiations

If a legal dispute occurs in an enterprise, the discrepancy must be sought to be settled by local negotiation between the union representative or the local branch and the enterprise.

The parties must strive to ensure that representatives entitled to negotiate are sent to the local negotiation.

Minutes of the negotiations are prepared, and they must contain the following information:

- name, address and telephone number of the enterprise,
- names of the persons who participate in the negotiation stating who represent the employees and who represent the enterprise,
- description of the contents and nature of the disagreement,
- description of the negotiated settlement obtained or a statement of the main views of each party,
- the minutes are dated and signed by the union representative or the local branch and a representative of the enterprise.

Subsection 2 Mediation meeting

If agreement is not reached in the local negotiation, the respective organisations may request mediation in the case. The mediation request must be in writing and contain a short description of the disagreement, so that the subject at the mediation meeting appears clearly from the request.

The minutes from the local negotiation must be enclosed.

If one of the parties so demand, or if it is of importance to the clarification of the case, the mediation meeting must be held at the enterprise where the disagreement occurred. The mediation meeting must be held as soon as possible and no later than three weeks after receipt of the mediation request in the other organisation.

The time limit can be deviated from according to an agreement between the organisations.

At the mediation meeting, the negotiations are chaired by the mediator who seeks to reach a solution to the disagreement.

The mediators prepare minutes of the negotiations. Minutes are signed by the mediators with binding effect on the parties and the respective organisations.

Subsection 3 Organisation meeting

If no agreement has been reached in the mediation meeting, the respective organisations may request that the case be referred to an organisation meeting at which representatives of the organisation and the enterprise may participate.

A written request to that effect must be notified to the other organisation no later than 10 working days after the holding of the mediation meeting.

The organisation meeting is held as soon as possible and no later than 15 working days after receipt of the request.

The time limit can be deviated from according to an agreement between the organisations.

At the organisation meeting, at least two representatives of each party participate of which one chairs the negotiations on behalf of its organisation.

The mediation representatives in the said case usually cannot chair the negotiations.

The parties directly involved in the case also participate in the organisation meeting if that is deemed necessary.

Minutes are prepared of the results of the organisation meeting which are signed by the parties with binding effect.

Subsection 4 Industrial arbitration

If the industrial disputes procedure does not result in an agreement on a solution, and the case is about the understanding of a collective agreement or an agreement entered into between the parties, unless the general agreement sets out other rules, reference can be made to a decision by industrial arbitration if one of the organisations so demand.

The organisation that wants to continue with the case must, within 14 working days after the negotiations have ended without reaching an agreement, require in writing the holding of industrial arbitration to the other organisation.

This time limit can be deviated from according to an agreement.

The arbitration court comprises five members. One chairman and two representatives from each party.

The organisations jointly request an umpire outside their sphere to undertake the position as chairman of the arbitration court.

If the organisations fail to reach an agreement about an umpire, they must request the Danish Labour Court to appoint such umpire as soon as possible. The inquiry must state which persons have been proposed in the negotiations between the organisations.

A court hearing must be held as soon as possible. The time of the hearing is determined through negotiations between the umpire and the organisations.

The complainant will submit to the other party and the umpire a letter of complaint with a copy of the documents that are requested to be produced.

The letter of complaint is deemed to have been received timely if the other organisation has received it no later than at 16:00, 30 working days before the court hearing.

The defence is sent by the other organisation to the complaining organisation and to the umpire with copies of the documents requested to be produced.

The defence is deemed to have been received timely if it is received by the complaining organisation no later than at 16:00, 20 days before the court hearing.

The reply is sent to the defendant organisation and the umpire and is deemed to have been received timely if the other organisation has received it no later than at 16:00, 15 working days before the court hearing.

The rejoinder is sent and is deemed to have been received timely if the other organisation and the umpire have received it no later than at 16:00, 12 working days before the court hearing.

If one of the organisations wants to make interviews, it must appear from the statements of case who is requested to be interviewed.

If the letter of complaint has not been received, the case is considered to have been finalised, and it cannot be made again.

If an organisation invokes delay regarding the letter of complaint in industrial arbitration, the other party must be informed thereof as soon as possible and no later than at noon on the working day before the court hearing.

If the defence has not been received timely, the case is decided on the basis of the information appearing from the letter of complaint and the minutes from the industrial disputes procedure.

If an organisation invokes delay regarding the defence in industrial arbitration, the other party must be informed thereof as soon as possible and no later than at noon on the working day before the court hearing.

During the court hearing, the case is argued orally by an organisation representative who cannot also be a member of the court.

The arbitration court determines all issues concerning procedure and rules of procedure that do not appear from these rules.

In the voting to this effect the umpire participates, and all issues are determined by a simple majority.

If, during the voting no majority is obtained for a decision, the umpire alone must decide the case in a motivated order, in which also the issue of the competency of the court is determined, if necessary.

The umpire's ruling should as far as possible be available 14 working days after the court hearing and if possible, in electronic format.

Subsection 5 Negotiation committees

In order to avoid industrial disputes arising as a result of misinterpretation of agreements concluded in connection with the renewal of the collective agreements, the parties agree that it must be possible at any time during the period of the collective agreement following the renewal of the collective agreements to refer such disputes to the collective bargaining committee for an opinion before any industrial arbitration. The purpose thereof is to strive for fast clarification of the disputes.

Opinions from the collective bargaining committee are binding on the organisations.

This agreement is valid to the collective service agreement in which the dispute is based on an interpretation of agreements stemming from the collective service agreement.

Subsection 6 Liability as a collective bargaining party

An organisation that intends to invoke liability as a collective bargaining party vis-a-vis the other organisation, must request a meeting with this sole item on the agenda. The case must be dealt with before it is heard before the Danish Labour Court.

If the complaining party does not demand that the meeting is held, the claim for liability as a collective bargaining party lapses and cannot be made at a later stage.

The parties may enter into an ad hoc agreement that cases with a claim for liability as a collective bargaining party can be heard without holding a meeting on the condition that both parties are represented at a level that has powers to bind the two organisations.

Chapter K - Sub-suppliers and temporary agency workers

Section 61. Cooperation and use of sub-suppliers

Subsection 1 Sub-suppliers not covered by collective bargaining

This agreement is about work within the collective service agreement which is performed by sub-suppliers (sub-contractors) that neither directly nor by virtue of membership of an employers' organisation is covered by collective bargaining.

The parties to the agreement agree to counter circumvention of the collective service agreement. The issue of circumvention can be treated in an industrial dispute procedure, as hitherto. The enterprises covered by the collective agreement are not liable for sub-suppliers' impaired pay terms, if any.

Subsection 2 Equal terms and dialogue

The purpose of the agreement is to ensure equal terms in the cleaning industry so that the good and well-reputed enterprises covered by the collective agreement do not have their competition capacity impaired due to enterprises that underpay, including enterprises that impair terms of pay and employment in the area through the use of sub-suppliers.

Further, the agreement must ensure that a framework is established for dialogue between the organisations and thus prevent any disputes.

Subsection 3 Impairments

If one of the parties to the agreement in this agreement becomes aware of impairments to the collective agreement matters of the industry, this organisation contacts the other party to discuss how equal terms can be made in the industry. Such inquiries must result in a meeting as soon as possible between the parties to the agreement.

Subsection 4 Sub-suppliers used

For the purpose of the union's work to cover the industry by collective agreements, the enterprises covered by the collective agreement – at the request from the union to the registered office of the enterprise – must twice a year send an overview of the sub-suppliers used during the most recent six months, to the organisations.

If the union specifically requests so, the enterprise must also state the locations where the sub-suppliers have performed work.*

Merely systematic failure to provide information on the use of sub-suppliers can be made subject to industrial disputes procedure.

** The section has been implemented on March 1, 2020 and is a pilot scheme that lapses on expiry of the term of the collective agreement unless otherwise agreed by the parties.*

Subsection 5 Confidentiality

The overviews mentioned in subsection 4 must be treated confidentially, and none of the information provided may be disclosed or be subject to any form of publication.

Publication of names of actual enterprises covered by the collective agreement requires the holding of the meeting specified in subsection 3. The union is thus not prevented, in the

usual way, to initiate a lock out for the purpose of entering into a collective agreement vis-a-vis enterprises that are not covered by the collective service agreement.

Subsection 6 Accession agreements

The union does not undertake to conclude a collective agreement with enterprises not covered by the collective service agreement on more lenient terms than those set out in the collective service agreement. At the request of the employers' organisations, the union must twice a year submit an overview of concluded accession agreements.

In their agreements with sub-suppliers, the enterprises covered by the collective agreement must ensure that the sub-suppliers have knowledge of the collective service agreement.

Subsection 7 Disputes

If an enterprise not covered by collective bargaining working as a sub-supplier to a DI enterprise is effected by lawfully notified or initiated principal conflict in support for a claim for a collective agreement, a lawfully notified secondary action against a membership enterprise, 3F Privat Service, Hotel og Restauration may contact DI with a request for a meeting to discuss the matter.

The meeting is held no later than seven working days after receipt of the request. This time limit can be deviated from according to an agreement between the organisations. At the meeting, the assignments affected by secondary action may be discussed. Similarly, DI can contact the union. All relevant background information is presented at the meeting or submitted as soon as possible to the other party to the collective agreement.

The parties to the agreement agree that in such situations the sub-supplier enterprise can be admitted to DI and covered by collective bargaining even if a dispute has been notified or initiated.

Subsection 8 The effect

As part of the cooperation, the parties to the agreement agree to discuss the impact of this agreement during the period of the collective agreement.

Section 62. Transfer of seniority from an employment services company to user company

As long as a temporary employee is employed at an employment services company, the temporary employee will only earn seniority in the employment services company and not in the user company.

If the temporary employee has worked temporarily at the user company for at least three months without interruption, the seniority from the employment services company will be transferred to the user company when requested by the temporary employee in the following cases:

- The temporary agency work for the user company ceases due to shortage of work at the user company and within 10 working days after expiry, the temporary employee is permanently employed at the user company, or
- The temporary employee is employed at the user company in direct continuation of the temporary agency work.

Only seniority from the last employment at the user company will be transferred.

Section 63. Access to wage information

Subsection 1 Counter wage dumping

The purpose of this provision is to prevent wage dumping. The provision may not be used for demanding access to wage information for the purpose of an overall or general review of the standard of wages at the enterprise, including for a general investigation of the scope for instituting industrial disputes procedure against the enterprise.

Subsection 2 Information about wage dumping

In situations where a union representative solemnly declares to have information that gives reason to suspect wage dumping in relation to one employee or a specific group of employees at the enterprise, the union representative is entitled to access to the information required to assess whether wage dumping is taking place, but see subsection 4.

Before the claim is made, the union representative must have attempted in vain to provide the wage information.

Subject to the same conditions, the union may also be granted access to wage information.

Subsection 3 Consent

If the issue involves one employee, access to wage information is subject to the consent of such employee.

If the application for access to salary statements involves a group of employees, they may be disclosed without consent, on condition of anonymity.

Subsection 4 Information meeting

If there is disagreement at a member enterprise regarding access to the information, or if the union has raised a claim for access to information against DI, a meeting between the organisations must be held at the request of the union, at which meeting the case may be discussed, including which information to be provided. The meeting must be held no later than seven working days after receipt of the request. This time limit can be deviated from according to an agreement between the organisations.

When such information has been obtained from the enterprise, the organisations will meet again, and if such meeting confirms that the provisions of the collective agreement have been observed, the case will be closed.

If it is ascertained that the provisions of the collective agreement have not been observed, the organisations must seek to obtain a resolution of the disagreement. In this connection, it is for the employer to prove that the ascertained contravention only concerns the employees about whom information has been provided and not other similar employees in the limited group. If no resolution can be obtained, the union may take the case further.

If it is not possible to reach an agreement on whether the collective agreement has been observed in the negotiations, the union may refer the case directly to industrial arbitration or a joint meeting.

Subsection 5 Confidentiality

The wage information disclosed must be treated as confidential and may only be used for the industrial disputes procedure on the issue of wage dumping and may not be published in any form, unless the case has been settled by industrial arbitration or by the Danish Labour Court.

Subsection 6 The effect

The parties to the agreement agree to discuss the impact of this agreement during the period of the collective agreement.

Subsection 7 Salary information; interpretation of section 63

The parties to the agreement agree on the following about the anonymisation requirement and the confidentiality requirement in section 63 of the collective service agreement.

“If the issue involves one employee, access to wage information is subject to the consent of such employee.

If the application for access to salary statements involves a group of employees, they may be disclosed without consent, on condition of anonymity.

The parties to the agreement agree that the anonymisation mentioned in the subsection may not prevent the provision from fulfilling its purpose, to counter wage dumping. Anonymisation may thus not prevent the union representative and/or the union from comparing the employment contract with (working plans), salary statements and other vouchers for the purpose of ascertaining if the collective agreement has been observed.

“The wage information disclosed must be treated as confidential and may only be used for the industrial disputes procedure on the issue of wage dumping and may not be published in any form, unless the case has been settled by industrial arbitration or by the Danish Labour Court.”

The parties to the agreement acknowledge that there may be a need to render visible that cases are instituted based on the provision on wage dumping. The parties to the agreement also agree that it is a legitimate purpose and that it may not be prevented with reference to the confidentiality provision.

Therefore, there is an agreement between the parties to the agreement to understand to the confidentiality provision to the effect that it does not prevent information in general terms about pending or closed cases when the information is in the nature of statistics etc. and does not concern actual wage information at a certain enterprise. Information that a number of cases have been initiated with suspicion about wage dumping in a geographically restricted area, or that a number of cases have resulted in additional payment of DKK X as a result that wage dumping has been ascertained will not be contrary to the confidentiality provision.

Chapter L - Other rules

Section 64. Working plans

At each workplace, there must be updated job descriptions and/or area plans for the permanent, fixed daily work, and they must be accessible to the employee.

Section 65. Working rules

The employee is obliged to observe the applicable working provisions, see Appendix B.

Section 66. Clothes

Subsection 1 Work clothes

The enterprise hands out work clothes to the extent necessary (coats or other clothing determined for the said working area) to all employees. The employee must wash and maintain the work clothes. Standard is two sets of work clothes per year, excluding outdoor clothes.

Subsection 2 Duty to wear work clothes

During the work for the enterprise, the employee is obliged to wear the work clothes handed out.

Subsection 3 Return of clothing

On resignation, the work clothes must be returned to the enterprise, see section 38(8).

Section 67. Local agreements

Subsection 1 Contracting parties

Local agreements may be entered into at the enterprise. Local agreements are entered into with the union representative.

If no union representative has been elected, local agreements can be concluded with the local 3F branch.

Subsection 2 Local agreements

On the condition of local agreement, agreements may be concluded that deviate from or supplement the provisions of the collective agreement. In that way, it is possible to try possibilities that are not included in the current text of the collective agreement. Such local agreements must be concluded in writing between the responsible management in the workplace and the employees' union representative, or if such has not been elected, with the local 3F branch.

Subsection 3 Local agreements about local pay*

There is the possibility of entering into local agreements about local pay, see special rules to that effect. Agreements on local pay must be in writing and sent to the organisations for information immediately after having been concluded.

Subsection 4 Notice of termination*

Both parties may terminate local agreements at three months' notice unless other notice has been agreed. However, under subsection 3, local agreements must be terminated at six months' notice to the end of a pay period.

**These provisions enter into force on March 1, 2018*

Comment: The parties to the agreement agree that the possibilities already existing in the collective agreement for the working hours planning of the employer and already existing possibilities of entering into and termination of local agreements, including the option to deviate from collective agreement provisions through local agreements, are kept unchanged.

Section 68. Check-off of fee

According to local agreement, the enterprise can check off the union fee in the wages or the unionized employees and submit it to the organisation, see Appendix A.

Section 69. Special rules

The rules on local agreements, special agreements and special provisions are found in Appendix C to the collective agreement.

Section 70. Recently admitted enterprises

Subsection 1 Enterprises with a collective agreement

Enterprises which on their admission to DIO II (SBA) have a collective agreement with 3F Privat Service, Hotel og Restauration, irrespective of whether the collective agreement is a special collective agreement, an accession agreement or a local agreement, are covered by this collective agreement, without termination of such collective agreement, however to the effect that the organisations initiate negotiations about how any special provisions and/or local agreement should be worded in order not to disturb entire existing collective agreement matters. Such negotiations are commenced as soon as possible after the admission.

a. Escalating contributions to funds

If, prior to the admission, the enterprise has not made payments to Servicebranchens Udviklingsfond (SBUF) and Servicebranchens Samarbejdsfond under sections 54 and 56 of the collective service agreement, payments for them lapse for the first two years of the membership of DIO II (SBA). Subsequently, normal contributions are paid.

Subsection 2 Enterprises without collective agreements

Enterprises that on admission to DIO II (SBA) have no collective agreement, special collective agreement, accession agreement or local agreement with 3F Privat Service, Hotel og Restauration, are covered by the collective service agreement from the date of admission, but with the following provisions for escalation and conversion.

a. Steeping up pension contributions

The enterprise may demand that the contribution to the pension scheme according to section 24 of the collective service agreement is determined as follows:

No later than from the time of submission of DIO-II (SBA)'s notification to 3F Privat Service, Hotel og Restauration, about the enterprise's admission to DIO-II (the DIDO notification), must the enterprise pay 25% of the contribution relating to the collective agreement.

At the latest two year after, the payment must constitute at least 50% of the contribution relating to the collective agreement.

At the latest three year after, the payment must constitute at least 75% of the contribution relating to the collective agreement.

At the latest four year after, the payment must constitute full contribution relating to the collective agreement.

If contributions relating to the collective agreement are increased during the escalation period, the enterprise's contribution is increased proportionally, so the abovementioned portion of the contribution of the collective agreement is always paid into the employee's free-choice scheme.

b. Escalating the free-choice scheme

The enterprise may further demand that the contribution to the free-choice scheme in section 25 of the collective service agreement is determined as follows:

1. For enterprises that prior to starting their membership have not established a free-choice scheme or similar, or have a free-choice scheme or similar scheme with a lower contribution, may enter into the collective agreement's free-choice scheme in accordance with the rules below. Enterprises that have a free-choice scheme or similar scheme with the same contribution as section 25 prior to starting their membership are not included in the following subsections 2-4.
2. The enterprises may deduct from the wage, see sections 10, 11, 12 and 13, the contribution applicable to the free-choice scheme at the time of starting membership, see section 12, less 4.0 percentage points.
3. From the time of starting membership, enterprises are obliged to pay a contribution to the free-choice scheme under section 25 less 4.0 percentage points, as well as contributions under the escalation scheme below. If the enterprise does not wish to have escalation, the full contribution is paid in accordance with section 25.
4. As regards the 4.0 percentage points, the enterprise may demand escalation as follows:

No later than from the time of DIO II (SBA)'s notification to 3F Privat Service, Hotel og Restauration, about the enterprise's admission to DIO II (SBA), must the enterprise pay 1%.

At the latest one year after, the payment must constitute 2%.

At the latest two years after, the payment must constitute 3%.

At the latest three years after, the payment must constitute 4%.

5. Any free-choice scheme or similar scheme that existed at the time of starting membership will cease and be replaced with the collective agreement's free-choice scheme.

The parties to the agreement agree that in case of deduction from the pay according to the above provision in the collective service agreement on escalation of the free-choice scheme, it must be taken into account that according to section 25 of the collective service agreement no holiday bonus, or holiday allowance is made from the contribution to the free-choice account.

c. Escalating contributions to funds

From the time of the submission of the DIDO notification and two years onwards, newly admitted members of DIO II (SBA) covered by the collective service agreement may demand to be exempt from paying contributions to Servicebranchens Udviklingsfond (SBUF) and Servicebranchens Samarbejdsfond under sections 54 and 56 of the collective service agreement.

d. Local cooperation

The parties to the agreement agree to support local cooperation between newly admitted enterprises covered by the collective service agreement and 3F Privat Service, Hotel og Restauration / the local branches of the union. Therefore, in connection to the admission of the enterprises, DIO II (SBA) will urge them to meet inquiries from the local branches of the union about any visit to the enterprise and subsequent ongoing dialogue.

Subsection 3 Registration

Escalating contributions for pension and/or free-choice schemes under subsections 1 and 2 must be recorded no later than two months following the admission by DIO I) (SBA) and 3F Privat Service, Hotel og Restauration at request, for instance in connection with adjustment negotiations.

Organisational agreement of February 27, 2020 on the understanding of section 70(1)(b) and (2)(b) of the collective service agreement on the escalation of the free-choice scheme.

The parties to the agreements agree that section 70(1)(b) and (2)(b), of the collective service agreement, concerning escalation of the free-choice scheme should be understood as follows:

Enterprises that otherwise meet the above criteria are entitled to deduct the cost increases for the free-choice scheme which at the time of starting membership exceed 4% of the employees' wage. The deduction from the employees' wage is reimbursed with an equivalent payment to the employee's free-choice scheme. Therefore, the employee does not experience any wage decrease.

The enterprise can also escalate the 4% of the employee's wage, which at present must be paid to the free-choice scheme. Escalation occurs over three years.

Section 71. Validity of the collective agreement

Subsection 1 Termination

The collective agreement can be terminated no earlier than for expiry on March 1, 2023.

Subsection 2 Obligation

Even if the collective agreement has been terminated or has expired, the parties are, however, obliged to observe its provisions until another collective agreement replaces it, or stoppage of work has been initiated according to the applicable rules.

Copenhagen, February 27, 2020

DI collective agreement II v/DI

Signed: Niels Grøn Seirup

3F Privat Service, Hotel og Restauration

Signed: Tina Møller Madsen

Special provisions on damage control etc.

Scope:

The provisions apply to job assignments involving damage control and associated renovation tasks that make special demands on professional skills, including the use of technical aids which in terms of operation make larger demands than usual.

Under similar conditions, pest control is considered to belong to this type of task.

Further, it is a condition for the use of the provision that the work may be of an extraordinary dirty or unpleasant nature and that it must be performed under circumstances characterized by poor conditions of space, lack of protection against the weather and in various workplaces.

It is emphasized that the said work area makes special demands on personal hygiene and conduct, and personal conduct is required adapted to the special nature of the work and care and discretion during performance of the work.

The special provisions on damage control etc. may be subject to local negotiation between the union representative/the local branch and the enterprise. The local agreement must be approved by the organisations.

Suspension of rules:

The provisions suspend the following rules on the collective service agreement 2020-2023: section 18(3), (4), (5), (6), (7) and (8) as regards employees who obtain the allowance stated below (b), section 13, section 16(2), (3) and (4), and section 31, section 34(4), and section 37(6), section 38(4).

In relation to the call duty scheme described below, the following rules in the collective service agreement 2020-2023 are suspended: section 2(7), section 18(2), sections 20 and 21, and section 22(2).

Contents:

- a. **Wages:** The hourly pay is determined under the rules of the collective service agreement on performance-related pay.
- b. **Allowances:** When the employee fulfils the qualification skills made, however no later than one month after the employment, damage control allowance is paid per hour at:

as of March 15, 2020	DKK 24.03
as of March 15, 2021	DKK 24.41
as of March 15, 2022	DKK 24.80

For work in connection with clearing/cleaning of flats etc. under the branch work environment council's leaflet on "Cleaning in particularly polluted premises" in which disinfection is required before clearing can be started, the allowance per hour is increased to:

as of March 15, 2020	DKK 99.88
as of March 15, 2021	DKK 101.48

as of March 15, 2022

DKK 103.10

The allowance is paid for the time in which the disinfection and clearing take place. For subsequent cleaning and disinfection, usual salary is paid.

c. Piecework: If an agreement is made for piecework for an assignment, the piecework pay must include salary and all allowances in relation to the collective agreement.

d. Outwork - transportation allowance:

Transportation during working hours: Transportation within usual working hours is paid by damage control pay.

Transportation outside normal working hours (with the home as the point of departure): When it is demanded, in case of outwork, that the employee must be at the workplace from the beginning of working hours and until the end thereof, compensation is paid for the time spent on transportation in addition to the employee's transportation time between home and to the centre in the means of transportation normally used by the employee. The parties agree that the employer may impose on the employee up to one hour's of daily transportation time without transportation compensation.

Compensation is paid for the time whereby the transportation time constitutes between one and three hours per day. The compensation is calculated based on the performance-related pay.

In case of transportation for more than three hours per day, it has been agreed that mileage reimbursement is paid for driving hours 2 and 3 and above (driving hour 1 is without payment):

as of March 15, 2020

DKK 215.75 per hour

as of March 15, 2021

DKK 219.20 per hour

as of March 15, 2022

DKK 222.71 per hour

Transportation outside normal daily working hours (with the centre as the point of departure): Transportation time from the centre is paid as above, as all transportation time is paid.

In case of driving for more than three hours, all hours are paid in the form of mileage reimbursement:

as of March 15, 2020

DKK 215.75

as of March 15, 2021

DKK 219.20

as of March 15, 2022

DKK 222.71

Mileage: For all transportation in own car, exceeding the daily transportation between the home and the centre, a mileage is paid according to the rules of the Danish state.

The same applies to documented costs in connection with public means of transportation.

e. Secondment in Denmark: In case of work where the enterprise requires overnight stays, the costs for accommodation and breakfast are paid by the enterprise.

Subsistence allowances are paid according to applicable rates from SKAT (the Danish tax authorities).

Overnight stays take place in a private room. If that cannot be fulfilled immediately, the union representative must be involved.

In the event of secondment abroad, a written agreement is made in the individual case about the terms with a copy to the union representative.

- f. Call duty:** Permanent employees are obliged to form part of an on-duty schedule for the purpose of unplanned calls from the home.

In the call-duty period, the employee must stay either at home or be at disposal according to detailed agreement with the work management.

At the time when an employee covered by the call duty registers 1,000 km of private driving in the personnel carrier and has had further private mileage so that the lower threshold regarding employee benefits applicable from time to time has been reached within a calendar year, the employee is obliged to inform the employer about this and is then entitled to withdraw from the call duty scheme.

The employee may choose instead to have the private mileage taxed.

The employee is obliged to keep a mileage log.

A duty list is prepared for two months at a time and is notified to the employees in a secure way no later than 14 days before commencement. The call-duty period can constitute no more than seven calendar days at a time. It is endeavoured that the call duty is limited to every fourth week for the individual employee.

Work after duty call may be scheduled at all the hours and days of the calendar days, only restricted by the rules of the Danish Working Environment Act.

As of March 15, 2020, an allowance of DKK 154.93 per call day and an allowance of DKK 130.56 is paid per call hour outside normal working hours on weekdays.

as of March 15, 2021, respectively	DKK 157.41 and DKK 132.65
as of March 15, 2022, respectively	DKK 159.93 and DKK 134.77

On Sundays and public holidays as well as December 24, the allowance is:

as of March 15, 2020	DKK 145.07
as of March 15, 2021	DKK 147.40
as of March 15, 2022	DKK 149.75

In case of duty call, merely salary and allowance are paid for the actual time that the employee was called in, but salary and allowance are paid for at least 2.5 hours. The availability allowance follows the rules of the collective agreement*.

If calls and work amount to 10 hours or more consecutively, meals are provided or in the alternatively refund of costs for meals incurred, according to vouchers. However, no more than DKK 98.36 per day.

**The pilot scheme from the collective agreement negotiations in 2017 is continued in the period 2020-2023.*

- g. Time off in lieu:** The parties to the agreement agree that overtime must be taken off in lieu if compatible with the operational circumstances.

The time off in lieu is determined according to an agreement between the work management and the employee.

In this regard, an agreement can be made that the enterprise reserves an amount for use in case of time off in lieu.

In connection with a statement of overtime hours, hours off in lieu are included in the regulated weekly working hours.

In connection with resignation or dismissal, the employee is obliged to take time off in lieu before resignation.

In case of shortage of work, the work management may impose time of in lieu at one day's notice.

If, at his or her own wish, an employee has agreed to time off in lieu and has this time cancelled, the usual salary is paid plus overtime allowance.

If an employee has requested time off in lieu at minimum five days' notice, this request must be met.

- h. Time off in lieu account and calls***

Time off in lieu account: All damage control employees working under the special provisions on damage control in the collective service agreement will have a time off in lieu account established.

The employees accrue hours for the time off in lieu account by performing overtime. The overtime allowance is paid, but the working hour performed is transferred to the time off in lieu account.

There may be no more than 74 hours in the time off in lieu account. Hours in excess of 74 hours are paid on an ongoing basis.

The time off in lieu account is settled annually on June 14 and paid together with the usual payment of wages in June, but to the effect that 40 hours remain after the payment if there are enough hours.

The hours in the time of in lieu account can at all times be used by the employer in the event of shortage of work, and the employee may use the hours according to the general rules on time off in lieu.

All employees can be laid off irrespective of the number of other employees' accrued hours in the savings account.

The employee's time off in lieu account is used in case of shortage of work until it reaches zero. The time off in lieu account cannot be negative.

When an employee resigns, the hours from the time off in lieu account are paid with the last payment of wages if they have not been taken as time off in lieu in the notice period.

The parties agree that for periods in which the enterprise has laid off employees and required them to use their time off in lieu, new hiring only takes place if the employees taking time off in lieu lack the required skills for the work, or if the employee taking time off in lieu does not have the possibility to attend work.

The employer and the union representative must discuss a resolution model for who is going to be laid off.

**The pilot scheme from the collective agreement negotiations in 2017 is continued in the period 2020-2023.*

- i. Lay off:** In case of shortage of work that cannot be met by time off in lieu of overtime, the employees can be laid off or redeployed for other work.

It is endeavoured that a dismissed employee is laid off among the last ones, so that this employee obtains usual earnings for the last five weeks of the notice period.

It is endeavoured that union representatives and health and safety representatives are laid off as the last ones within the job area of the said persons.

During a period with laid off employees, new hiring may only take place if the employees laid off lack the required skills for the work.

The enterprise certifies in writing the lay-off and its cause to the said employees for the purpose of job centres and unemployment funds.

On request, the enterprise issues a certificate of release for the lay-off period for employees who are laid off.

The union representative must be consulted before lay-off is determined and has a right of action under section 46(4) of the collective service agreement if he or she deems that there is no need for laying off in this specific situation.

As regards calculation and payment of overtime hours, regulated working hours are included for the days in a week when the employee has been laid off in the statement of the regulated working hours.

During lay-off, stand-off payment is paid for the days in which the enterprise is not obliged to pay for the first unemployment days according to the legislation. The stand-off payment constitutes DKK 97.89 per day, but no more than DKK 783,07 per lay-off period.

- j. Overtime payment:** For full-time employees, overtime payment is calculated according to the daily regulated working hours (37 hours per week), in that for the first three overtime hours a week, 50% is paid, and for the subsequent hours, 100% is paid.

If overtime that has been given notice of is cancelled on the same date on which it had to be performed, an amount corresponding to on-call allowance (section 20(2)) is

paid, which as of March 15, 2020 is DKK 150.94. As of March 15, 2021, the allowance is increased to DKK 153.35 and as of March 15, 2022, the allowance is increased to DKK 155.81.

If the permanent employee, due to time off in lieu or lay-off, for a week has less than 37 hours in the first five weekdays of the week, must for work on Saturdays and Sundays and public holidays be paid an overtime allowance of 50% for the three first working hours and 100% for the subsequent hours.

k. Supplementary sick pay

The enterprises pay sickness benefit during unfitness for work due to sickness, including industrial injury under the Danish Sickness Benefit Act in force from time to time.

If an employee must leave the work on a working day due to sickness, salary is given during the sickness for the remaining working hours.

For employees with six months of seniority and if the first day of sickness occurs no later than simultaneously with obtaining the six months' seniority, supplementary sick pay is made at performance-related pay and any damage control allowance per hours (including statutory unemployment benefits).

In case of industrial injury, supplementary sick pay (including statutory unemployment benefits) is paid at 100% of the actual wage earnings calculated based on an average of the most recent six salary periods. The calculation is based on the general rules of the Danish Sickness Benefit Act.

The amounts include the maximum unemployment benefit rate determined by legislation.

Supplementary sick pay during sickness is paid for a maximum of 37 hours per week and is provided for no more than 107 calendar days (including the employer period) within 12 consecutive months.

Supplementary sick pay in case of industrial injury is provide for no more than 100 calendar days and for no more than 37 hours per week within 12 consecutive months (including the employer period). An occupational disease is considered sickness and not industrial injury.

In case of absence due to child's sickness, performance-related pay and any damage control allowance per hour are paid, see section 32(1).

Payment is made at the usual date for payment of wages.

The right to payment ceases if the sickness benefit refund from the local authority ceases because of the employee's non-performance of the duties that follow from the Danish Sickness Benefit Act.

In cases when the enterprise has already paid sick pay/sickness benefit to the employee, the enterprise may, in the period before the cessation, only set off an amount corresponding to the lost sickness benefit refund against the employee's pay.

l. Sickness holiday allowance: Sickness holiday allowance is calculated at a fixed amount per hour including weekday holidays and special holiday allowance, which as

of March 15, 2020 is DKK 30.31. This amount increases to DKK 30.95 per hour as of March 15, 2021, and to DKK 31.59 per hour as of March 15, 2022. (The fixed amount arises from 5.25% and 12.5%, respectively, of the total sick pay per hour). The fixed amount is paid through the employee's holiday form.

Special provisions on the food industry

Scope:

The provisions apply to cleaning in production facilities in the food industry in which special requirements are made to professional skills and the veterinary authorities' demands for a high hygiene level.

(It is pointed out that the special agreement only applies to production facilities. If, in the adjacent premises, there are particularly derived nuisances, they are paid under section 18(4) of the collective service agreement.

Suspension of rules:

The provisions suspend the following rules in the collective service agreement 2020-2013: section 18(4) and (5), section 13, section 16(2), (3) and (4), section 31, section 34(4) and section 37(6), section 38(4).

Contents:

- a. Wages:** The hourly pay is determined under the rules of the collective service agreement on performance-related pay.

Stand-off is paid by the basic hourly pay.

- b. Allowances:** After one month of employment in the abattoir/fishing/food industry, the following allowances are paid, in that the allowance can be paid earlier if the employee has industry-relevant experience.

The food industry allowance per performed working hour is:

as of March 15, 2020	DKK 24.51
as of March 15, 2021	DKK 24.90
as of March 15, 2022	DKK 25.30

- c.** At any workplace, there must be updated job descriptions and/or area plans for the permanent, fixed daily work, and they must be accessible to the employee and the union representative.

In case of staff meetings both during and outside working hours, taking place at the initiative of the enterprise, an attendance fee corresponding to the actual pay is paid.

d. Supplementary sick pay:

The enterprises pay sickness benefit during unfitness for work due to sickness, including industrial injury under the Danish Sickness Benefit Act in force at the time in question.

If an employee must leave the work on a working day due to sickness, salary is given during the sickness for the remaining working hours.

For employees with six months' seniority and if the first sick day occurs no later than simultaneously with obtaining six months' seniority, supplementary sick pay is paid until a fixed rate of the performance-related pay applicable from time to time plus the food industry allowance applicable from time to time.

In case of industrial injury, supplementary sick pay (including statutory unemployment benefits) is paid at 100% of the actual wage earnings calculated based on an average of the most recent six salary periods. The calculation is based on the general rules of the Danish Sickness Benefit Act.

The amounts include the maximum unemployment benefit rate determined by legislation.

For employees with at least three months' seniority, in the case of industrial injury, supplementary sick pay is paid until a fixed rate of the performance-related pay applicable from time to time plus the food industry allowance applicable from time to time.

Supplementary sick pay is paid for a maximum of 37 hours per week and is provided for no more than 107 calendar days (including the employer period) within 12 consecutive months.

Supplementary sick pay in case of industrial injury is provided for no more than 100 calendar days and for no more than 37 hours per week within 12 consecutive months (including the employer period). An occupational disease is considered sickness and not industrial injury.

In case of absence due to child's sickness, performance-related pay and any food industry allowance per hour are paid, see section 32(1).

Payment is made at the usual date for payment of wages.

The right to payment ceases if the sickness benefit refund from the local authority ceases because of the employee's non-performance of the duties that follow from the Danish Sickness Benefit Act.

In cases when the enterprise has already paid sick pay/sickness benefit to the employee, the enterprise may, in the period before the cessation, only set off an amount corresponding to the lost sickness benefit refund against the employee's pay.

e. Sickness holiday allowance: Sickness holiday allowance is calculated by a fixed amount per hour, including allowances for weekday holidays and special holidays, and is:

as of March 15, 2020	DKK 30.40
as of March 15, 2021	DKK 31.04

as of March 15, 2022

DKK 31.68

(The fixed amount arises from 5.25% and 12.5%, respectively, of the total sick pay per hour).

The fixed amount is paid through the employee's holiday form.

Special provisions about train service

Outside and inside train cleaning

Basic pay:

Unit payment is:

as of March 15, 2020	DKK 119.89
as of March 15, 2021	DKK 122.47
as of March 15, 2022	DKK 125.00

1 unit = 60 normal minutes

Normal production is agreed at 10.2 units per day each 7.4 hours, performance level B. There is no cap on the production quantity, but no employee can be ordered more than 10.2 units per day each 7.4 against their own wish. Units in excess of 10.2 are paid only as unit payment as long as the production takes place within 7.4 hours. Overtime may thus only be relevant if the time norms stated in section 21 have been exceeded.

Allowance

Afternoon and evening shifts

Afternoon and evening shifts mean either shifts where the working hours start at 14:00 or later, or shifts where the majority of the working hours are after 16:00, in that the allowance specified below is paid from 14:00. Employees hired on afternoon and evening shift accrue a special allowance. The allowance is 6% of the salary qualifying for holiday with pay (of both unit payment and performance-related pay) and includes holiday allowance.

In addition, allowance of supplementary sick pay is paid during industrial injury. The allowance is calculated per calendar year and is only paid for permanent employees with more than three months of seniority. The allowance is calculated for the entire calendar year in which the employee obtains three months' seniority. The allowance exclusive of holiday allowance is paid in the following year at the end of January. The amount is included in the taxable income for the qualifying year. Holiday allowance is paid under the Danish Holiday Act.

Saturday allowance

The allowances for work on Saturdays are frozen until the appendices of the collective service agreement are identical to or exceed them. The allowances are paid for the following times on Saturdays:

from 14:00-22.00 ...	DKK 17.95 per hour
from 22:00-24.00 ...	DKK 23.75 per hour.

For all working hours within the times specified below, the following allowances are paid:

Sunday and public holidays allowance

Work on Sundays and public holidays in the time span 05:00-06:00 is paid by DKK 32.40 per hour. The allowance is frozen until the appendices of the collective service agreement are identical to or exceed them.

Work on Sundays and public holidays is otherwise paid according to section 18(2) fourth sentence.

Other allowances

Cleaning of a particularly unpleasant nature

Payment for cleaning of a particularly unpleasant nature (vomit and the like) constitutes:

as of March 15, 2020 DKK 70.74 per event

as of March 15, 2021 DKK 71.88 per event

as of March 15, 2022 DKK 73.03 per event

Special footwear

For employees doing work that wears out footwear, once a year a supplement is paid of up to DKK 420.00 for special footwear. The supplement is paid for the first time to permanent employees after one month's employment. If safety shoes are handed out at the workplace, the employee is not entitled to supplements for special footwear.

Clothes

Once a year at most, a set of thermal clothes, jacket and trousers are handed out to all employees. In addition, when required, headgear and special underwear are handed out to employees with mainly outside work.

For employees with mainly outside work, the workplace must also have rainwear of a fitting size and in an adequate number.

For employees with mainly outside work, a winter jacket is handed out every three years.

Otherwise, the appendices follow the collective service agreement, except for section 18(3-8) and section 20, in that these appendices are contained in the current pay.

Supplementary sick pay

The enterprises pay sickness benefit during unfitness for work due to sickness, including industrial injury under the Danish Sickness Benefit Act in force at the time in question.

For employees with six months of seniority and whose first sick day occurs no later than simultaneously with the obtainment of six months of seniority, the following applies:

If an employee must leave the work on a working day due to sickness, salary is given during the sickness for the remaining working hours.

In case of sickness and industrial injury, supplementary sick pay is made so that the total sick pay in the sickness period constitutes 100% of the actual earnings within the last pay period (including statutory unemployment benefits). Another calculation period can be agreed upon by the enterprise and the union representative.

However, the total sick pay can amount to no more than DKK 144.00 per hour.

In the event of absence due to child's sickness, see section 32(1), 100% of the actual earnings within the last pay period is paid, but no more than DKK 144 per hour.

The calculation is based on the general rules of the Danish Sickness Benefit Act.

Supplementary sick pay is paid for a maximum of 37 hours per week and is provided for no more than 107 calendar days (including the employer period).

Supplementary sick pay in case of industrial injury is paid for a maximum of 37 hours per week and is provided for no more than 100 calendar days (including the employer period).

Payment is made at the usual date for payment of wages.

The right to payment ceases if the employee loses the right to unemployment benefits from the local authority because of the employee's non-performance of the duties that follow from the Danish Sickness Benefit Act.

In cases when the enterprise has already paid supplementary sick pay to the employee, the enterprise may, in the period before the cessation, set off an amount corresponding what has been paid against the employee's pay.

Sickness holiday allowance is calculated by a fixed amount per hour, including allowances for weekday holidays and special holidays, which as of March 15, 2020 amount to DKK 24,40.

The provisions replace section 31, section 34(4), section 37(6) and section 38(4) of the collective service agreement.

General

The above allowances exclude and replace any other claim under the shiftwork agreement in the Multi-union agreement between DI Collective Agreement II and 3F Transport.

If there are instances when it cannot be ensured that the individual employee has 1.3 units per working hour (9.62 units per 7.4 hours), the [employee] is paid for production of the units available at the usual unit pay, and the remainder of the working hours at performance-related pay, however so that the employee is obliged to perform other work in the part of the working hours in which he/she does not produce units.

Suspension of rules: In addition to the deviations as a result of the provisions on Train Service, the following provisions in the Collective service agreement are suspended: Sections 13 and 16, subsections 2, 3 and 4.

Appendix A - Guidelines for part-time employment and check-off of fee

Through the employers' organisation vis-a-vis the union, member enterprises can sign up to the "guidelines" below as the basis for an agreement about part-time employment and check-off of fee, which in such case replace section 3(2) of the collective service agreement.

An enterprise that has entered into such an agreement on part-time employment and check-off of fee based on the guidelines below, can at any time, giving three months' notice to the end of a period of a collective agreement, be released from the agreement, after which section 3(2) of the service agreement once more applies fully for the said enterprise.

The purpose of these guidelines is not to establish forced union membership for the employees, but only to bring about collaboration between the trade union and the enterprises of the industry and to offer a fee payment service to the employees.

It is an assumption for these guidelines that the enterprise strives to ensure weekly working hours of at least 20 hours. The guidelines lay down the terms for employment of employees with weekly working hours of less than 15 hours and for check-off of the union fee.

1. The employers' organisation informs the union when an enterprise indicates that it wants to accede to the guidelines, and then a meeting between the parties is arranged to determine the most appropriate administrative practice.

In connection with this, an agreement must be entered into as to how the enterprise, before commencement of the scheme, informs the union about the current staff and how they are best informed about the check-off scheme.

2. After the scheme has been established, the following rules apply in connection with new hiring:

a) Each month, the enterprise sends an overview to the union/cooperation secretariat of the employees working 15 hours or more per week and who have been employed for two whole pay periods.

Then it is up to the union to enter into an agreement with the individual employee about his/her admission as a member of the organisation.

b) Each month, the trade union sends an overview to the enterprise of those newly hired employees who have been admitted to the union.

The enterprise then initiates the cut-off agreement from the first pay period.

The trade union warrants that valid admission has taken place for the employees reported. If administrative errors entail that fees are withheld for a non-union employee, this will be revoked.

c) The enterprise undertakes to inform newly hired employees about the cut-off agreement.

d) For employees with less than 15 hours per week, each month an overview of newly hired employees in the prior pay period is prepared, and the overview is sent to the

trade union. If such employees want membership of the trade union, they are similarly covered by the cut-off agreement.

The union may object if it does not find that the need for hiring employees with less than 15 hours a week has been proved and may demand that the issue be subject to industrial disputes procedure.

- e) The overviews specified in paras a and d must contain information about the name of the new employee, address, CPR number, registration number and weekly working hours.

Otherwise, reference is made to the legislation in force at the time in question on the processing of personal data.

Appendix B - Working provisions

The working provisions form guidelines that must be adhered to for the purpose of establishing and maintaining the best possible circumstances for the employee, the enterprise and the customers.

The provisions below are those which generally apply to the industry. In compliance with these, both the individual enterprise, and within that also the individual workplace, may have its special working provisions.

A. Relations to the customer

As it is of the utmost importance to the establishment and upholding of a workplace that good relations between the customer and the enterprise are upheld, it is important that the employees who perform work for the customer contribute thereto as much as possible, i.a. by observing the following issues:

Subsection 1 The employee has a duty of confidentiality regarding circumstances of the customer which the employee, through the work, becomes aware of, and it is e.g. forbidden to read the customer's letters and other papers, opening cupboards and drawers etc.

Subsection 2 The customer's telephone may only be used professionally and in special circumstances in which a short message to the private home may be necessary.

Subsection 3 The employee must ensure that all doors are kept locked, both during and after performance of the work.

Subsection 4 The employees must ensure that found items or money – against receipt – is delivered as fast as possible to a competent authority, either directly or through the closest work manager.

Subsection 5 Any damage caused to items belonging to the customer during performance of the work must immediately be reported to the work management or the enterprise's office.

Subsection 6 Irregularities observed during performance of the work should as soon as possible be reported to the work management or the enterprise's office.

Subsection 7 The employee may not bring persons to the workplace without special permission.

B. Matters of importance to the performance of the work

To both comply with the enterprise's agreement with the customer and to help and guide the individual employee in the performance of the work, it is important to adhere to the following matters:

Subsection 1 The employees are obliged to adhere to the work instructions according to the work management's directions.

Subsection 2 In case of absence, the employee should ensure that the work management or the enterprise's office is informed thereof as soon as possible so that the work management can ensure performance of the work otherwise.

In case of absence, it should be ensured that keys, work sheets etc. are handed over to or can be collected by the enterprise.

Subsection 3 When the enterprise deems it necessary and gives guidelines for this, the employee must provide registration and de-registration from the workplace to the enterprise's office.

Subsection 4 For the purpose of the safety of the employee and the correct performance of the work, any abuse of beer and spirits, both during working hours and in the hours immediately before commencement of the work, is not permitted.

If it is also specified in the working provisions for a given workplace that drinking of beer and spirits and/or tobacco smoking is prohibited, this must be adhered to.

Subsection 5 The machines, tools and materials are the property of the enterprise. They must be operated, used and maintained according to the instructions given. The employees must keep the materials room tidy.

Subsection 6 In case of irregularities regarding machines, tools and materials, e.g. technical defects in machines, defective and worn out tools, shortage of materials or doubts about the use thereof, the work management is contacted for further instructions.

Appendix C - Special rules

a. Local agreements

Under section 23 of the collective service agreement, an agreement can be made in the individual workplace about the performance of the work as piecework or by using other appropriate productivity-increasing pay systems.

In all instances where they are of a more permanent nature, such agreements must be concluded in writing between the responsible management in the workplace and the employees' union representative, or if such has not been elected, with the relevant union's local branch.

If it is determined in such an agreement that the pay includes one or more of the appendices applying to the collective service agreement, this must be specified explicitly in the agreement.

If the assumptions of a local agreement are changed, any party can demand that the agreement be re-negotiated giving 14 days' notice.

If it does not set out shorter notice period, a local agreement can always be terminated at three months' notice after which the general rules of the collective service agreement apply. Any of the parties to the agreement can demand re-negotiation, and the matter can be subject to industrial disputes procedure.

The issue about the compatibility of a local agreement with the collective service agreement can be subject to industrial disputes procedure.

b. Special agreements

Any of the parties to the collective service agreement can, vis a vis the other party, demand negotiations opened for a special agreement for special work areas.

In any event, such special agreement must be concluded in writing by the parties to the collective service agreement and is only valid to the special work area for which it has been concluded, and it only deviates from the rules of the collective service agreement where directly specified.

Within their scope and unless otherwise agreed no later than six months after the conclusion, special agreements must be observed at all workplaces covered by the collective service agreement.

For the first year after conclusion of the collective service agreement, special agreements can be terminated by any of the parties, after which time the general rules of the collective service agreement apply. Any party can request renegotiation. After that, a special agreement can only be terminated at three months' notice to expiry of a term of a collective agreement, but similarly.

c. Special provisions

Provisions that are included in the collective service agreement as special provisions, form part thereof, but the negotiations of these provisions are postponed, unless otherwise agreed between the parties, for full and final decision through negotiation between the parties after the formal renewal of the collective agreement.

Appendix D - Implementation of the Danish Act on Equal Pay to Men and Women etc.

The parties to the agreement agree to implement the Danish Act on Equal Pay to Men and Women in the collective service agreement.

On that basis, the parties to the agreement have agreed on the following protocol text:

Section 1. No discrimination on the ground of gender regarding pay may take place in contravention of this agreement. This applies to both direct and indirect discrimination.

Subsection 2. Any employer must give women and men equal pay, including all pay elements and pay conditions, for the same work or work given the same value. If a

qualification system is used in pay determination, this must be based on the same criteria for male and female employees and be designed to prevent any discrimination on the ground of gender.

Subsection 3. The evaluation of the value of the work must take place on the basis of a general evaluation of relevant qualifications and other relevant factors.

Section 1a. Direct discrimination exists when a person due to his or her gender is treated worse than another person is, has been or will be treated in a similar situation. Any form of unequal treatment of a woman in connection with pregnancy and during the 14 weeks of absence after the birth is considered direct discrimination.

Subsection 2. Indirect discrimination exists when a provision, a criterion or a practice which is seemingly neutral places persons of one gender in a less favourable position than persons of the other gender, unless this provision, criterion or practice has a reasoned objective and the means of fulfilling it are expedient and necessary.

Subsection 3. Pay means the ordinary basic or minimum wage and all other consideration, whether in cash or paid in kind, which the employee receives directly or indirectly, in respect of his or her employment, from his or her employer.

Section 2. An employee whose pay is lower than that of others in contravention of section 1 has a claim to the difference.

Subsection 2. An employee whose rights have been violated due to discrimination as regards pay on the ground of gender may be awarded compensation. The compensation must be fixed with due regard to the employment period of the employee and other circumstances in the particular case.

Section 2a. An employee has a right to pass on information relating to own wage conditions. This information can be passed to anyone.

Section 3. An employer is not allowed to dismiss or otherwise treat an employee, including an employee representative, unfavourably as a reaction to a complaint or for having put forward a claim for equal pay, including equal pay conditions, or for passing on information on pay. An employer is not allowed to dismiss an employee or an employee representative for having put forward a claim under section 4(1).

Subsection 2. It is incumbent on the employer to prove that a dismissal has not been effected in contravention of the rules laid down in subsection 1. However, if the dismissal takes place more than one year after the employee has put forward the claim for equal pay, subsection 1 only applies where the employee is able to establish factual circumstances which give grounds to presume that the dismissal has taken place in contravention of subsection 1.

Subsection 3. A dismissed employee may claim compensation or reemployment. Any re-engagement is made in compliance with the principles of the general agreement. The compensation must be fixed with due regard to the employment period of the employee and other circumstances in the particular case.

Section 4. Every year, employers with more than 35 employees must prepare statistics broken down by gender for groups of at least 10 people of each gender categorised by the six-digit DISCO code for consulting and informing employees on pay differences

between men and women at the enterprise. However, this does not apply to enterprises in the agriculture, horticulture, forestry and fishing industries. If the wage statistics broken down by gender have been received as confidential information in consideration of the enterprise's legitimate interests, the information may not be disclosed.

Subsection 2. The wage statistics broken down by gender as stipulated in subsection 1 must be prepared for employee groups with a level of detail corresponding to the six-digit DISCO code. Furthermore, the employer is obliged to account for the design of the statistics and the wage concept applied.

Subsection 3. Enterprises reporting their annual wage statistics to Statistics Denmark may obtain wage statistics broken down by gender as stipulated in subsection 1 from Statistics Denmark.

Subsection 4. The employer's obligation to prepare wage statistics broken down by gender in accordance with subsection 1 is lifted if the employer and the employees at the enterprise agree to prepare a report. Such report must contain a description of the factors contributing to the determination of pay for men and women at the enterprise as well as specific action-oriented initiatives, which may extend over up to three years, and the follow-up on these during the reporting period. The report must cover all employees at the enterprise and be treated in accordance with the rules stipulated in the cooperation agreement. The report must be finalised by the end of the calendar year in which the obligation to prepare wage statistics broken down by gender applied, at the latest.

Section 5. An employee who finds that the employer does not comply with the duty to offer equal pay, including equal pay conditions, as stipulated in this agreement, may bring industrial action to establish the claim.

Subsection 2. Where a person who finds that he or she has been discriminated against under section 1 can demonstrate factual circumstances which give grounds to presume that direct or indirect discrimination has taken place, it is incumbent on the other party to prove that the principle of equal treatment has not been violated.

Section 6. If the organisations find that there is basis for an industrial dispute procedure under the provisions above, an inspection may be carried out at the enterprise with the organisations before the case is referred to an industrial dispute procedure.

Subsection 2. In industrial cases concerning equal pay, it must be agreed before or at the mediation meeting which information is to be passed to the union for the purpose of an assessment of the case.

The parties to the agreement agree that the Danish Act on Equal Pay will accordingly not apply to employment relationships covered by the collective service agreement and that disputes regarding equal pay must be settled in an industrial disputes procedure. In addition, the parties to the agreement agree to implement any amendments of the Danish Act on Equal Pay following from any new EU obligations in this agreement.

Appendix E - Agreement on holiday transfer

The undersigned employer (name):	CVR no.:
Address:	Telephone no.:
Postal code/city:	
The employee's full name:	CPR no.:
Address:	Telephone no.:
Postal code/city:	

1. Transferred holiday

In compliance with the rules below, the parties have agreed that _____ holidays are transferred to the next holiday year. No more than 10 holidays may be transferred, and no later than in the second holiday year after the holidays have been transferred all holidays must be taken.

In compliance with the rules below, the parties have agreed that _____ holidays which the employee is prevented from taking due to own sickness, maternity leave, adoption leave or other absence due to leave, may be transferred to the next holiday year (not covered by the 10-day limitation).

2. Agreements on the taking

For the holidays transferred, the following has been agreed (mark with one X):

- 2.1 It has been agreed that the holidays must be taken in connection with the main holidays in the holiday year 20 _____
- 2.2 It has been agreed that the holidays must be taken in the following period:
 From and including _____ / _ 20 _ up to and including _____ / _____
 20 _____

2.3 Other or supplementary agreement:

3. Other provisions

3.1

Agreements on holiday transfer must be concluded before December 31 (until January 1, 2021: Before September 30 after expiry of the holiday year).

3.2 If there is no, or if no agreement is concluded later on the taking of the holidays, the holidays are scheduled as remaining holiday.

3.3 If an agreement has been concluded on the taking of the transferred holidays, such an agreement can only be changed through a new agreement.

3.4 The employer is obliged, before December 31 (until January 1, 2021: before September 30 after expiry of the holiday year), to inform the party which must pay the holiday allowance for the transferred holidays that the holidays have been transferred. This may take place by sending a copy of this agreement.

Date: _____

Signature of the enterprise

Signature of the employee

Appendix F - Framework agreement about health and safety

Organisation agreement about the organisation of the health and safety work at the enterprises.

Background

From the Danish Working Environment Authority's executive order no. 1181 of October 15, 2010 on collaboration regarding health and safety, it appears from section 20 that the rules on unionisation in sections 9-10 and 12-16 do not apply to the extent for which, to strengthen and make efficient the enterprises' collaboration on health and safety

1. an agreement has been entered into between one or more trade unions and the equivalent employer's organisations or employers or those they authorise and
2. at enterprises covered by an agreement concluded according to no. 1, an agreement has been entered into between the employer, including any work managers and the employees of the enterprise or the employees employed by part of the enterprise.

A health and safety organisation may include

1. more operationally associated enterprises,
2. more employers in the same workplace, or
3. local authorities or regions and self-governing institutions with which the local authority or the region has concluded an operational agreement.

It is a condition that an agreement has been concluded for each of the enterprises that are covered by the joint health and safety organisation, and at least one employee appointed by the employer and at least one elected health and safety representative participate for each relevant enterprise.

It also appears from section 22 of the executive order that the assignments in connection with health and safety may be handled by a joint committee if an agreement has been concluded under section 20, and on the condition that persons having been elected to attend to the health and safety work are represented in the joint committee.

Scope of the agreement

DI Collective Agreement II and 3F Privat Service, Hotel og Restauration and the National Union of Service Employees agree that this framework agreement covers the collective service agreement.

Objects

The objects are to support the possibilities of the parties' collaboration for larger flexibility in the way of organising the health and safety work of the enterprises for the purpose of strengthening and making the working environment work more efficient.

Course of action

Proposals for changes of the enterprise's working environment work may come

from both employers as well as work managers and employees and must be discussed in the health and safety organisation.

Based on these discussions, a written motivation is prepared of in which relation to the proposed changes will entail strengthened and more efficient health and safety work in relation to the form of the current health and safety organisation.

If it is decided to carry out the proposed changes, an enterprise agreement to that effect is prepared.

Demands for the contents and form of the enterprise agreement

The agreement must be in writing and concluded between the employer and the elected representatives of employees in the health and safety organisation. It must be ensured that the agreement has been adopted by a majority of the employees which the agreement covers.

It is the union representative(s) of the employees affected that sign(s) the agreement.

The agreement may include the entire enterprise or parts thereof. If the agreement has been entered into only for part of the enterprise, it must appear where in the enterprise the agreement applies

The agreement can be terminated by both parties at three months' notice.

The agreement is submitted to DI Collective Agreement II and 3F Privat Service, Hotel og Restauration.

The enterprise agreement must include:

A description of the activities/methods which may be used to ensure that the changed organisation of the collaboration relating to health and safety strengthens and makes the handling of the function more efficient.

1. A description of a procedure for implementation and follow-up on the agreement at the enterprise.
2. A description of how assignments and functions are handled, including the participation of employees and work managers in the health and safety work.
3. A description of how the agreement may be changed and terminated.
4. An overview of the agreed organisation of the collaboration on health and safety in the form of an organisational chart.
5. A statement of guidelines for the preparation of education and training plans

The agreement must be available to the employees of the enterprise and must be presented on request.

Duration of the agreement

This organisation agreement on the organisation of the health and safety work in the enterprises may be terminated by both parties giving six months' notice to expire on the next January 1.

Protocol no. 1 - Domestic services

At a meeting today between the organisations below, the issue of collective agreement coverage in the domestic services area was discussed.

It was agreed that the collective service agreement entered into between the parties applies to the domestic services area for the job assignments that the collective service agreement otherwise covers.

Copenhagen, September 27, 1995

Signed Ulrik Damm
SBA

Signed Lillian Knudsen
KAD (3F)

Signed Villy Nielsen
DFF

Protocol no. 3 - Procedure for control measuring

In the collective service agreement between DI Collective Agreement II (SBA) and 3F Privat Service, Hotel og Restauration, section 12(2) specifies a possibility of carrying out control studies made by the consultants of the organisations. It has been stated that "Before a control study is initiated, the employee and the local work management must have reviewed the working plans and methods and have made the issue clearer.

According to experience, this has been handled through varying interpretations on the part of both the employee and employer. The parties to the agreement agree that in the future, the enclosed procedures must be followed and the enclosed check list must be used.

Procedure in case of control studies, see section 12(2) of the collective service agreement

1. Local negotiation of the workload and hours of an actual working plan

3F local branch contacts the employer in writing stating what is requested to be discussed under section 60 of the collective service agreement.

The local branch and the employer make an appointment for the meeting which is held before 15 working days from the contact.

The employee, local branch and employer meet to make the disagreement concrete, and possible solutions are discussed. Relevant working plans are reviewed, and the check list is reviewed and replied to.

If no agreement is reached at the meeting, the 3F local branch requests a control study, and submits minutes of the disagreement from the meeting with the relevant working plans and a filled in check list to 3F Privat Service, Hotel og Restauration, as soon as possible and no later than five working days after the holding of the meeting.

2. Screening

The consultant of 3F Privat Service, Hotel og Restauration makes an assessment of the material submitted.

If it is assessed that the matter should be continued, DI's consultant is contacted as soon as possible. DI contacts the employer, sends for relevant working plans and agreements so that 3F's consultant can make an interim assessment of area and the employee's working pace during a visit to the area in which the employer is represented during the entire visit. This is agreed in more detail between 3F's consultant and the employer.

After the visit, 3F's consultant informs the local branch, the enterprise and DI if the area can and must be subject to control studies. The screening, the reporting therefrom, must be made before 20 working days after 3F Privat Service, Hotel og Restauration, receives minutes of the disagreement, working plans and a filled in check list.

3. Request for the performance of control studies

3F Privat Service, Handel og Restauration sends an official request about a control study to DI.

The consultants of the organisations hold a meeting in the working area in question with the local parties no later than 15 working days after DI has received the request, at which:

- the request is reviewed
- the said working area is inspected
- it is checked that there is compliance between working plan and any marking of doors
- it is checked if the premises are accessible and in the usual condition
- it is determined how many control studies should be performed
- date and time of the control study are agreed
- it is clarified who will participate in the study.

4. Performance of the control studies

The employer must be represented during the entire control study to check if the working method used, the cleaning equipment used and the work performed correspond to the working plans, including the agreed quality level.

The local branch from the employee's union can be present during the study if the employee so wishes.

If the employer's representative or one of the consultants of the organisations thinks that the work performed is not in compliance with the working plan, the agreed methods or equipment, this must be discussed between the parties.

If deemed necessary, the study can be stopped while the deviation is discussed. The study can be resumed once agreement has been reached or any disagreement has been described. The time consumption during the interruption is not included in the study.

5. Reporting from the control study

Within 10 working days after completion of the study, the consultants of the organisations prepare a joint report from the study. It must appear from the report if the regulated working hours are sufficient for the determined workload to be performed in the quality described with the designated equipment and agreed methods in working pace 130. A deviation between the time calculated by the consultants of the organisations is accepted, corresponding to a tolerance of 5 points in the calculation of the efficiency.

The report is signed by the consultants of the organisations and is submitted for further industrial disputes procedure.

Check list in case of request for control studies, see section 12(2) of the collective service agreement

For the purpose of local discussions between the employer, local branch and the employee on request of a control study, the check list/questionnaire below must have been reviewed, and the result of the discussions must appear:

Working plans/working hours

- Are there any updated working plans for the area in question?
 - If no, then the reason is described.
 - If yes, the date appearing from the said working plan is stated.
- What is the number of daily working hours under the employment agreement to perform the work assignments described in the working plan?
- Have warnings been given, orally or in writing, within the past three months?
 - If yes, the reason and background are described.
- Does the employee perform assignments that are not specified in the working plan? Such as service assignments, cleaning of mops and rags or the like
 - If yes, describe which.

Cleaning methods and equipment

- Has the employee been correctly and adequately instructed, does he or she understand the use of and uses cleaning equipment and cleaning agents correctly?
 - If there is disagreement about this, the reason must be described.

Miscellaneous

- For how long time has the employee cleaned in the area?
- Have attendance and leaving times been registered?
- Have hours been paid in addition to the daily working hours within the past three months?
 - If yes, the reason is described.

Protocol no. 3 - Agreement concerning labour market pension under section 24 of the collective service agreement

1. The pension scheme covers:
 - a. Employees having reached the age of 20 and having two months of seniority in the enterprise. In this respect, two months of seniority means two full pay periods, see section 27.
 - b. Employees who on employment document that from previous employment they are covered by this pension scheme or a similar labour market pension scheme. The documentation may comprise the presentation of a valid pension overview or a pension policy.
 - c. Persons employed in flex jobs:
The mandatory provisions of the collective agreement on attachment to a certain pension scheme for persons who as a result of reduced working capacity/earnings ability are employed in a flex job eligible for subsidies are deviated from when the employment in a flex job with subsidies takes place in the following way:

Employees employed in a flex job with subsidies and who at the time of the hiring are covered by/members of one or more pension schemes established through a collective agreement, must have the pension contribution paid to the pension scheme to which the most recent contributions have been made.

It is a condition to the commencement of the above point that an agreement is made to that effect between PensionDanmark and the other relevant pensions institution(s).

Regarding the size of the pension contribution, reference is made to the collective agreement that applies to the employment. If no previous pension contribution has been paid for the employee, the pension contribution must be paid into the pension scheme specified in the collective agreement that applies to the employment. In such case, the pension scheme must be given specific notification about the employee's employment.

2. Additional payment

- a. In cases where it is ascertained that labour market pension has not been reported or paid for one or more newly hired employees (applicable to the waiting period described in the collective service agreement), the parties to the agreement agree that additional payment is made according to the following rules:
- b. If it is ascertained that in connection with the hiring of the employee in the said enterprise, PensionDanmark has been contacted and confirmed that the person in question **is not**, from previous employment, covered by this pension scheme or a similar labour market pension scheme, it applies that the employee's share of the pension contribution falls due for payment with effect from the time when the employee, after having been employed, documents being entitled to pension. In such a situation, the employer's contribution is paid with effect from the date of employment.

The parties to the agreement agree to request PensionDanmark to establish a homepage where the enterprises can check, in a simple manner, whether the said employee is covered by a labour market pension scheme from previous employment.

- c. In cases where it is ascertained that after the waiting period described in the collective service agreement that labour market pension has not been reported and paid for one or more employees, the parties to the agreement agree that the employer is liable for both the employee contribution and the employer's contribution. Reclaiming the employee contribution can be made only if the usual conditions have been fulfilled ("condition indebiti"). The parties to the agreement agree that missing payment in itself constitutes a breach of the applicable collective agreement and can therefore be pursued by means of industrial disputes procedure.
- d. If it cannot be proved that PensionDanmark has been contacted, the parties to the agreement agree that disagreements concerning pension are dealt with by means of usual industrial disputes procedure.

3. Reminder procedure

The parties to the agreement agree that a reminder procedure is established to ensure that the reminder procedure has been finalised within a maximum of one month.

An example can be:

- payment due on February 10
- reminder February 18
- reminder February 25
- Transfer of the case is made to the unions on March 1

4. Further procedure

The parties to the agreement agree to contact PensionDanmark for the purpose of discussing the technical matters in connection with the conclusion of the agreement. After the discussions with PensionDanmark, the parties agree that the agreement enters into force as soon as possible.

The parties to the agreement also discuss the possibilities of settling the cases made as soon as possible.

Until further notice, the agreed industrial arbitration is postponed.

Copenhagen, June 30, 2009

For 3F:
Signed: Tina M. Madsen

For DIO II v/DI(SBA):
Signed: Peter Stenholm

For DFF/Sanitørernes Fagforening:
Signed: Morten Eriksen / Villy Nielsen

Protocol no. 4 - Interpretation of the renewed agreement

Section 63 about the access to wage information has been implemented in the collective agreement negotiations in 2010 during the negotiations of the Multi-union agreement between DI and 3F Transport. In case of any dispute about the interpretation of section 63, such disputes must be presented to the main committee in the Multi-union agreement's area.

Protocol no. 5 - Contributions to SUS

The parties to the agreement agree that contributions to Serviceerhvervenes Uddannelsessekretariat (SUS) are financed through the collective agreement via existing educational funds, such as Servicebranchens Udviklingsfond (SBUF). The funds pay the amount to the organisations which attend to the payment to SUS.

Protocol no. 6 - Financing of remuneration for union representatives

Reference is made to the provision on remuneration in the protocol on union representatives, and the parties to the agreement agree that union representatives elected under the

collective service agreement will receive annual remuneration to be paid by half semi-annually. The remuneration is paid as compensation for the union representative's attendance to its duties outside its working hours.

In addition to the activities under the fund, Servicebranchens Samarbejdsfond also finances remuneration. Contributions to and payment of remuneration are calculated specifically in the cooperation fund and are exempt from the other finances of the fund.

When the election basis of the union representative is known at the end of 2017, the special contribution to the cooperation fund is determined to cover the payment of remuneration. The remuneration takes effect from March 15, 2018.

The board of directors of the fund is then authorised to semi-annually determine the special contribution rate for the purpose of obtaining balance between payments in and out for remuneration.

Copenhagen, March 11, 2017

Protocol no. 7 - Understanding of the protocol on time off in lieu of systematic overtime

The parties to the agreement agree that the existing possibilities of giving notice of overtime according to the other provisions of the collective service agreement are not affected by the possibility of giving notice of systematic overtime.

The parties to the collective agreement also agree that to the extent that changes are made otherwise in connection with the provisions of the collective bargaining which will affect the above, adjustments must be made accordingly.

The parties to the agreement agree that this protocol must be interpreted in compliance with protocol of February 23, 2017 on the clarification of protocol on systematic overtime covered by the Industrial Agreement, see below.

The provision enters into force on March 1, 2017

Copenhagen, March 11, 2017

Protocol of February 23, 2017 on the clarification of protocol on systematic overtime covered by the Industrial Agreement.

“The parties agree that the idea behind the model described was to create the possibility for enterprises with varying production requirements where the local parties have unsuccessfully tried to achieve a local agreement about varying weekly working hours to give notice of systematic overtime in such a way that within a period of maximum 12 months, the systematic overtime must be compensated through lieu days.

The parties agree to clarify that the model cannot be used for a permanent increase of the enterprise's production capacity in the form of e.g. a permanent 42-hour working week with continuous lieu days unless the local parties agree to this.

The parties also agree to clarify that this is not a rolling 12-month phase-out period according to the same principle as for lieu days for other overtime with a rolling period of four months. Instead, it is a period of a maximum of 12 months from the start of the systematic overtime in which the systematic overtime must be taken as time off in lieu. If time off in lieu is taken for systematic overtime within the expiry of the 12-month period, the overtime is considered as compensated and in case of new notice of systematic overtime, a new 12-month period will commence.”

Protocol no. 8 - Industrial disputes procedure of cases on harassment, bullying and other offensive actions

The parties to the agreement have a common interest that cases about harassment, bullying and other offensive actions are dealt with as quickly and considerately as possible to the local parties involved.

The parties to the agreement therefore agree to set up a committee in the term of the collective agreement which is to look into the current industrial dispute procedure and perhaps designate new measures for the conflict resolution of cases of this nature.

In its work, the committee will include the experiences already reached through DI and CO-Industri's joint committee, Teksam, “Aftale om trivsel på arbejdet og et godt psykisk arbejdsmiljø” (Agreement on job satisfaction and a good mental working environment) dated March 13, 2019.

Copenhagen, February 27, 2020

Protocol no. 9 - Proposals for the establishment of an equal pay committee within DA's and LO's common area

In the collective bargaining in 2012, the parties to the agreement agreed to be covered by the committee which is established by DI Overenskomst II v/DI.

Protocol no. 10 - Organisational agreement on data protection

The parties to the agreement agree that provisions in the collective agreement and the attaching case processing must be interpreted and processed in compliance with the General Data Protection Regulation (EU 2016/679) which applies to Denmark from May 25, 2018.

The parties further agree that at the implementation of the General Data Protection Regulation it must be ensured that the present practice for collecting, storage, handling and supply of personal data in accordance with employment and labour obligations can continue.

Copenhagen, February 27, 2020

Protocol no. 11 - Committee work on working pace

The parties to the agreement agree that there is a need to modernise the provisions on pace and working pace and to find tools that provide the local parties with an overview and understanding of the work intensity and the related terms.

Therefore, in a future period of the collective agreement, a committee will be set down which is charged with preparing alternative proposals for the current working-pace based pay system.

The committee must be established no later than October 1, 2020, and the committee must present its proposals no later than at the end of March 2021.

Copenhagen, February 27, 2020

Protocol no. 12 - Future competency skills in the cleaning industry

The parties to the agreement agree that an industry with a high professional level will have a strong foothold in the competition for orders and employees, now and in the future.

In the industry, skilled employees will be a target on the way to meeting the enterprises' possibilities of growth and the employees' possibilities of work.

A strengthened educational effort will increase the skills level of the industry, ensure retention of jobs, can be a means to reduce sickness absence in the enterprises, retain the employees and strengthen motivation and productivity. Furthermore, qualification of the employees may contribute to limit attrition of the individual employee.

Elements in a professional and qualified performance of work in the industry consist of i.a.:

- Professional knowledge about hygiene so that dissemination can be prevented
- Professional knowledge of surfaces on floors and equipment so that the surfaces are treated correctly
- Professional knowledge about cleaning and care agents so that the agents are used correctly
- Professional knowledge about mop yarns and the properties of rags, including microfibre rags, so that they are used correctly.
- Professional knowledge about cleaning tools, machines and equipment, so that they are used correctly.
- Professional knowledge to perform the cleaning assignments ergonomically correct to prevent attrition
- Professional knowledge to plan and perform cleaning and service assignments correctly.
- Knowledge about the necessity of good service conduct in the customer relationship

These are elements that employees and enterprises can obtain knowledge about through education and training.

The cleaning industry contributes materially to integrating employees not having Danish as their mother tongue in the labour market. In the work with integrating these employees, Servicebranchens Udviklingsfond supports i.a. the qualification in the Danish language.

Command of Danish is an important qualification in ensuring a competitive industry and the employees' possibilities of employment.

Copenhagen, March 11, 2017

Protocol no. 13 - A proactive education consultancy service

The parties to the agreement agree to work for the establishment of a consultancy service to support that more enterprises are supported in the possibilities of skills' upgrading of its employees.

The consultancy service must provide sparring about planning of education and training and assist with enrolment in education and obtaining support in the form of statutory compensation for loss of pay and support from Servicebranchens Udviklingsfond in connection with education and training.

The consultancy service must supplement the proactive work performed by the providers that are approved for providing courses aimed at employees covered by the collective agreement.

The parties to the agreement agree that the service must be financed by funds from Servicebranchens Udviklingsfond.

Copenhagen, March 11, 2017

Protocol no. 14 - Pension for apprentices

Until September 1, 2020, the following applies:

The parties to the agreement agree that apprentices attending the vocational training for cleaning technicians and service assistants covered by the collective service agreement will be covered by the pension provisions of this collective agreement once they reach the age of 20 and have obtained two months of seniority.

Apprentices, who according to 55(2) of the Danish Act on Vocational Training have a claim for pension under rules in the collective agreement of another training area, are not covered by the above, notwithstanding the fact that payment is made to PensionDanmark.

The parties to the agreement agree to recommend the main organisations to recommend to the Danish Parliament that part of the costs for the pensioning of apprentices is financed by AUB. However, this does not apply for pension to apprentices under 20 nor to adult apprentices.

If an agreement is not reached to that effect, DI will, perhaps with other employers' associations, establish an equalisation scheme for part of these costs.

The amendments enter into force on March 15, 2018

Copenhagen, March 11, 2017

After September 1, 2020, the following applies:

The parties to the agreement want that the government and the Danish Parliament make a decision that the costs for pension for apprentices of 18 and 19 are financed by AUB through the funds saved in this scheme, so that the refund is financed within the current

financial framework of AUB. Refund through AUB should apply to apprentices who are covered by collective agreements in which there is an obligation to pay pension to apprentices.

The parties invite FH, the Danish Trade Union Confederation and the Confederation of Danish Employers (DA) to work for this.

If the Danish Parliament determines to establish financing of refund through AUB with commencement during the period of the collective agreement, the above rates will be increased from 4% and 2%, respectively, to 8% and 4%, respectively, totalling 12%. The parties thus assume that the legislation to that effect enters into force in this period of the collective agreement, and once this happens, will meet for the purpose of determining the commencement date of the increased pension rates. Refund through AUB is assumed to take place until the agreed level, meaning the employer's contribution is at 8%.

Copenhagen, March 27, 2020

Protocol no. 15 - Uncovering of the development of the service industry concerning various types of employment and working hours

The parties to the agreement have discussed, in a number of contexts, the spread of working forms that deviate from normal full-time work. Similarly, in a number of contexts, the parties to the agreement have discussed the possibilities of increased working flexibility in relation to today's collective agreement framework. The issues are material for both enterprises and employees.

The parties to the agreement agree that during the period of the collective agreement joint committee work is initiated whose purpose is to uncover the development of various types of work and the enterprises' and the employees' perception of working hour regulations.

Therefore, no later than as of September 1, 2020, a committee consisting of the parties to the agreement will be established. The committee may be supplemented by enterprise representatives and union representatives from the affected industry areas. Terms of reference are prepared for the individual committee work which aims to uncover terms and spread of various types of employment. The committees are also charged with pointing out actual initiatives that may meet both the need for job security and the enterprises' need for being able to plan the work in the markets that they operate in.

The parties to the agreement may, if deemed necessary, involve external partners in the uncovering, and it is agreed that support for such projects can be applied for in the Cooperation Fund.

The respective committees must have finalised the work no later than December 31, 2021.

Copenhagen, February 27, 2020

Protocol no. 16 - Committee work regarding revision of rules on part-time employment etc.

The parties agree that the provision on "part-time and short-time employment" in section 3(2) of the collective agreement should be revised to make it easier for enterprises and employees to understand the rules on part-time employment.

Therefore, a committee is established during the period of the collective agreement consisting of representatives from 3F Privat Service, Hotel og Restauration and DI, to be in charge of this.

The work of the committee must be completed no later than on December 31, 2020.

Copenhagen, February 27, 2020

Protocol no. 17 - Pilot scheme with support from Servicebranchens Udviklingsfond to the basic professional qualification of newly hired employees

The parties to the agreement agree that to prevent attrition and increase the quality of performance of the service assignment, a pilot scheme is established so that the enterprises are given the possibilities of applying for support from Servicebranchens Udviklingsfond (SBUF) to basis professional qualification that contributes to newly hired employees being able to perform their jobs.

Applications for grants to cover the pay costs for the qualification of the newly hired employee can be made, and grants to cover the course fee. Application for support is made after completed participation in the course.

The support can be paid for a maximum of 10 course days that are completed within the first six months of the employee's employment in the enterprise.

The support for pay costs constitutes a fixed amount per working hour and is determined on the basis that the support supplements VEU compensation.

The support for costs for course fees is determined based on the course fee for participation in AMU (adult vocational training) courses.

The board of directors of SBUF determines the detailed guidelines for support, in that in the grant of support for an individual enterprise's qualification of employees it is kept in mind that there is a reasonable relation to the enterprise's contribution to SBUF.

The support is paid on the condition that the fund has available means. The protocol also applies to ISS' Udviklingsfond with the required adjustments.

The pilot scheme enters into force on commencement of the collective agreement, in that the period for applications is extended until the administrative set-up has been changed. The pilot scheme lapses at the expiry of the period of the collective agreement unless the parties to the agreement agree otherwise.

Copenhagen, February 27, 2020

Protocol no. 18 - Pilot scheme with support from Servicebranchens Udviklingsfond to the basic general qualification

The parties to the agreement agree that the development of the industry assumes that the employees have basic skills in the Danish language so that they can be involved in the local cooperation with colleagues and customers.

Therefore, in the term of the collective agreement a pilot scheme is established which provides the possibility of obtaining support from Servicebranchens Udviklingsfond (SBUF) for qualification of the employees' basic general skills irrespective of the seniority in the enterprise. The support is related to offers within Danish training for adult foreigners, training for dyslectics and preparatory adult education (FVU).

The support will comprise a support amount per working hour used for this qualification.

For employees that meet the seniority requirement to obtain SVU, it is assumed that the enterprise and the employee apply for SVU, including for cover of the cost for course fees.

Award of support is made before starting the programme based on an application from the enterprise.

If the need for qualification cannot be covered within the offers of FVU, such as FVU start, it is a condition to obtain support from SBUF that the employee and the enterprise clarify if the local authority of the employee will finance an offer for Danish training for adult foreigners.

For employees who do not meet the seniority requirement to obtain the state education grant and loan scheme (SVU), support is also provided to finance the course fee when participating in Danish training for adult foreigners. This grant is determined by the board of directors of SBUF following a motivated application for support for each of these employees' participation in the Danish training.

The board of directors of SBUF determines the detailed guidelines for support, in that in the grant of support for an individual enterprise's qualification of employees it is kept in mind that there is a reasonable relation to the enterprise's contribution to SBUF. The board of directors of SBUF also determines if the support per working hour should be differentiated according to if the employee meets the seniority requirement to be able to obtain SVU.

The support is paid on the condition that the fund has available means.

The protocol also applies to ISS' Udviklingsfond with the required adjustments.

The pilot scheme enters into force on commencement of the collective agreement, in that the period for applications is extended until the administrative set-up has been changed. The pilot scheme lapses at the expiry of the period of the collective agreement unless the parties to the agreement agree otherwise.

Protocol no. 19 - Simplification of the application procedure in Servicebranchens Udviklingsfond

The parties to the agreement agree to restructure the principles for awarding support from Servicebranchens Udviklingsfond (SBUF).

Today, an application to SBUF is made on the basis that the enterprise states the employee's individual pay information, which is administratively burdensome, both in the enterprises and the fund administration.

Support for vocational training programmes

The parties to the agreement agree to restructure the support for completion of vocational training programmes for service technicians or service assistants, so that instead of "filling bags" during school attendance, a lump sum is paid to the enterprise when the employee has completed their training. Payment of support to the enterprise is made after submission of a copy of the apprentices vocational training certificate.

The support for adult apprentices is:

- DKK 15,000 for apprentices educated as cleaning technicians in EUV1 and EUV2 programmes.
- DKK 30,000 for apprentices educated as service assistants in EUV1 and EUV2 programmes, without prior training as cleaning technicians.
- DKK 15,000 for apprentices educated as service assistants in EUV1 and EUV2 programmes, with prior training as cleaning technicians.

Support for course programmes

The parties to the agreement further agree to restructure the support to fixed amounts per working hour involved in the completion of courses and a grant to cover course fees.

The support per working hour varies between course programmes within general qualification (Preparatory adult training and Danish training for adult foreigners) and professional qualification. The support for basic general qualification is further differentiated if the employee meets the seniority requirement to be able to receive State Educational Support for Adults.

Cover of the course fee is based on the course fee at AMU courses, whereas the support for Danish training for adult foreigners for employees with less than six months' seniority in the enterprise is determined by the board of directors of SBUF.

The new principles for awarding support to vocational training apprentices enter into force for training agreements that are concluded after commencement of the collective agreement.

The principles described for awarding of support for courses enter into force on commencement of the collective agreement as regards courses that are completed after that date. At the same time, the application period to the fund is extended until the administrative set-up has been changed.

Copenhagen, February 27, 2020

Protocol no. 20 - Committee work on possible separation of the special provisions on damage control in the collective service agreement to an independent collective agreement.

The parties to the agreement agree that a committee is established to discuss the possibility of separation of the special provisions regarding damage control in the collective service agreement to an independent damage control collective agreement.

The work is performed in the period of the collective agreement.

Copenhagen, February 27, 2020

Appendix A only applies to ISS Facility Services A/S

ISS Facility Services A/S Udviklingsfond

Subsection 1

ISS Facility Services A/S is exempt from section 54 of the collective service agreement, in that the parties agree that DKK 0.46 is collected per performed working hour to ISS Facility Services Udviklingsfond. ISS Facilities Services administers the development fund.

Cooperation secretariat for ISS and 3F Privat Service, Hotel og Restauration (3F) and Landssammenslutningen for Rengøring og Service under the National Union of Service Employees (ROS)

The parties have entered into an agreement on the cooperation secretariat for union representatives in ISS, which covers the following collective agreements:

- The collective service agreement between DI Overenskomst II and 3F, Privat Service, Hotel og Restauration, and Landssammenslutningen for Rengøring og Service under the National Union of Service Employees.
- Horticultural work collective agreement between DI Overenskomst II (SBA) and 3F
- The staff canteen collective agreement between DI Overenskomst II (SBA) and 3F Privat Service, Hotel og Restauration for gastronomes and assistants in staff canteens and diner transportable
- The window cleaner collective agreement between DI Overenskomst II (SBA) and 3F Transport

The cooperation secretariat must contribute to strengthening the dialogue between 3F, ROS, the union representatives and ISS Facility Services A/S i.a. through the mandate to:

- Resolve disagreements and industrial cases at local level, i.a. through conclusion of agreements with the representatives of the enterprise and through local negotiations.
- Contribute to the development of the business areas of ISS Facility Services A/S i.a. through the conclusion of local agreements and pilot schemes.
- Participate in education and training of union representatives according to agreement with ISS Facility Services A/S.
- Contribute with ISS to developing ideas of measures adjusted by union representatives, including, but not limited to, the planning of the annual union representative conference.
- Advise employees and work managers on employment and collective agreement matters and handle such inquiries from the reception at Gyngemose Parkvej 50.
- Ensure that more union representatives are mobilised and trained and that the enterprise and the union still have an updated overview of elected union representatives.
- Spread the employees' knowledge both of the possibilities in the collective agreement for concluding agreements, and to the benefits of being unionised in the collective agreement unions.
- Spread the employees' knowledge of their right to education and training under section 38 of the collective service agreement.
- Pay visits to ISS' workplaces for the purpose of increasing the knowledge of the cooperation secretariat.

- Follow up on education and training of the union representatives, so that they complete GI, G2, G3 and G4.
- Hold quarterly sparring meetings with the “TR Support group” consisting of the trade union’s selected union representatives. The TR support group must comprise a union representative from each of the above collective agreements, including a union representative for each special provision area under the collective service agreement and the joint union representatives elected from time to time. The parties have agreed that in the starting phase of the TR Support group, meetings can be held every two months.
- Hold two annual meetings for union representatives.
- Be an ambassador for ISS and the trade union movement in case of transfer of enterprises.
- If the parties to the agreement are interested, the cooperation secretariat handles a coordinating role in relation to ISS Facility Services A/S.

A full-time (37 hours) union secretary is attached to the secretariat, who is elected separately by those of ISS’ union representatives who represent the employees under the bargaining units in which their unions are represented.

The union secretary must be a member of 3F or ROS. In the nature of things, the union secretary can only process cases and enter into agreements in relation to the collective agreements in which the secretary’s union is represented, unless the parties agree that the union secretary can also enter into agreements in relation to other collective agreements under 3F.

ISS can also use the union secretary for work assignments that concern ISS’s hourly-paid employees.

The union secretary has full authority from 3F and ROS to enter into local agreements, agreements with the enterprise’s representatives and agreements through local negotiations.

The parties have agreed that all industrial issues must be sought to be resolved either locally or through the cooperation secretaries before the case is transferred to the union. Cases that may have been sent directly to the union without any prior local negotiation, must be returned for the purpose of an attempt of a local resolution. If a case has not been resolved in the enterprise within four weeks, it may be transferred to the union for further processing. In case of an agreement between the parties, the time limit may be deviated from.

The parties make an annual assessment of the cooperation secretariat. ISS Facility Services A/S pays the pay and staff costs for the union secretary, and ISS Facility Services A/S makes available office facilities. If 3F or ROS has a need to draw on the union secretary’s labour for activities related to 3F or ROS, this must be given notice of at one week’s notice including the estimated extent.

3F reimburses ISS for the costs of participation of the union secretary, including, but not limited to transportation, subsistence allowances, work-related disbursements and salary in connection with the union secretary’s performance of work assignments for 3F or ROS, calculated in half or whole working days, including, but not limited to, preparation time, meetings at 3F, ROS, PensionDanmark, the local branch, meetings in committees etc.

The agreement is evaluated, for the first time in June 2018 and subsequently every 12 months.

The agreement can be terminated by both parties for administrative re-negotiation or with releasing effect at six months' notice to the first day of June after expiry of the collective agreement.

The union secretary has its workplace at ISS Facility Services A/S' head office, currently at Gyngemose Parkvej 50, 2860 Søborg.

The agreement enters into force on August 1, 2017.

Date: September 1, 2017

3F Privat Service

Signed: Henriette Olofsen

Landssammenslutningen for Rengøring og Service under the National Union of Service Employees

Signed: Morten Eriksen

ISS Facility Services A/S

Signed: Vicki Pedersen

**2020
2023**

Collective service agreement

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