



Electricians' Collective Agreement 2020-2023

DANSK EL-FORBUND



TEKNIQ ARBEJDSGIVERNE

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Preface

The Danish Union of Electricians and TEKNIQ Arbejdsgiverne (The Danish mechanical and electrical contractors association) agree that working conditions being governed by collective agreements is the foundation of the Danish labour market model. The purpose of the Electricians' Collective Agreement is to ensure that workers are employed on the agreed terms and conditions, and to prevent competition for labour on unfair terms. The parties agree, therefore, to combat circumvention of the Collective Agreement involving social dumping or by underpayment of foreign labour.

The minimum payment rules are established by negotiations, and a minimum payment level has thus been agreed. Nevertheless, the parties recognise it as a prerequisite that there can and will be deviations from the minimum payment rate laid down in the Collective Agreement, as this is a "moveable" pay system. With that in mind, it has been agreed that pay negotiations can take place once a year, and that, in setting pay, account must be taken of the professional level of skill, the type of work as well as the scope of piecework in respect of the electrician in question.

It is a prerequisite that wage formation is handled locally without interference from the organisations. However, it is only natural for the local parties to seek advice and guidance from the Danish Union of Electricians and TEKNIQ Arbejdsgiverne respectively, in connection with the local pay negotiations.

Cooperation, local union branches and electronic documents

1.

The parties agree that good cooperation between management and employees in a company is a significant prerequisite for the competitiveness and development opportunities of the company. For this reason, cooperation between management and trade union representatives/shop stewards) is of major importance. On request, electricians must identify themselves with a valid membership card or worker's time card.

In the event of redundancy, which can only be executed in person by the employer or the employer's representative, the party executing the redundancy shall sign the workers' time card, indicating the date of the start and end of the work.

2.

If the electricians in a company join together in a local union branch, the trade union representative/shop steward shall be the chairperson.

3.

Local union branch bylaws and internal agreements among the electricians or among the companies must not conflict with the provisions of the collective agreement.

4.

Works Committees shall be set up in accordance with the rules adopted among the main unions in companies with 35 or more employees.

The unions recommend that a Works Committee be set up in every company in which electricians have formed a local union branch and selected a trade union representative/shop steward. A prerequisite for setting this up is for the employer and electricians to agree on the matter.

5.

Where no such Works Committee is set up, the main unions also recommend that, once each quarter, the employer summons the trade union representative/shop steward and informs him/her of the company's future work opportunities, etc.

6.

Companies may, with discharging effect, issue payslips, including holiday allowances and possibly other documents to be exchanged during or after ongoing employment via whatever electronic postal solutions may be available, e.g. e-Boks [digital inbox for official communications] or via personal e-mail. The electronic solution is not used if the employee is exempt from receiving digital mail from the public authorities.

Note: See also the record relating to the trade union representatives/shop stewards and local cooperation in TEKNIQ Arbejdsgiverne's companies – Annex 17.

Section 1 Election of a trade union representative/shop steward

1.

For each company that employs at least 5 electricians (or in each department in the case of large companies), the electricians shall, if one of the parties so requests, elect one among them as a trade union representative/shop steward, who will be their spokesperson and present their views to the employer or the employer's representative.

2. Fitness to stand for election

The trade union representative/shop steward shall be elected from among electricians recognised for their skill (members of the Danish Union of Electricians – Dansk EI-Forbund) who have been working for the company in question for at least 1 year during the past 2 years. Where there are fewer than 5 such individuals, their number shall be supplemented to this level by drawing on the members who have worked there the longest. However, at least 6 months' seniority is required for eligibility. Dispensation may be granted from this rule if the employer and the electricians are in agreement on this. No trade union representative/shop steward will be elected at companies with 4 or fewer electricians.

Election of a trade union representative/shop steward is undertaken by those electricians who, at the time the voting takes place, are employed by the company or department in question. The company may insist that the election can only be deemed to be valid if more than one-half of the electricians working there have participated in the vote. If so, the company must, however, help to facilitate the election process in practice, including by giving the employees the opportunity to participate in the vote.

3. Approval

The election is not valid until it has been approved by the Danish Union of Electricians, and until the Danish Union of Electricians has reported it to TEKNIQ Arbejdsgiverne. It is the responsibility of the Danish Union of Electricians to ensure that the terms and conditions of subsection 2 of this Section are fulfilled.

4.

If TEKNIQ Arbejdsgiverne receives objections to the election of the trade union representative/show steward, and finds these to be justified, TEKNIQ Arbejdsgiverne is entitled to lodge a protest against the election with the Danish Union of Electricians within 3 weeks of the announcement of the election results by the Danish Union of Electricians.

5. Spokesperson

In companies that do not have any electricians with the required seniority as set out above, and where it is therefore not possible to elect a trade union representative/shop steward, the parties agree on the appropriateness of the electricians employed there – if there are 5 or more – electing a spokesperson from among their number to negotiate with the company on behalf of the electricians.

Any such spokesperson will not have the benefit of protection under the provisions applicable to trade union representatives/shop stewards.

When the conditions are in place for electing a trade union representative/shop steward at such a company, the election and announcement of the trade union representative/shop steward will proceed in the usual way.

6.

The Danish Union of Electricians consents that electricians who are elected as trade union representatives/shop stewards, and who have not undergone a course for trade union representatives/shop stewards prior to their election, shall undertake training of this nature as soon as possible after the election has taken place. TEKNIQ Arbejdsgiverne agrees to assist in ensuring that the newly elected trade union representative/shop steward is given the necessary time off to undertake the training course.

With effect from 1 June 2020, the following applies:

The trade union representative/shop steward must have the necessary access to IT facilities, including Internet, to carry out his/her duties. This also applies to the safety representative.

Moreover, by agreement with the employer, the safety representative can be given the necessary freedom to participate in the Danish Union of Electricians' relevant working environment courses.

The right to participate in the Danish Union of Electricians' working environment courses affects neither rights nor obligations in relation to the working environment training laid down in the legislation.

The Parties agree that participation in the Danish Union of Electricians' optional working environment courses does not attract payment pursuant to Section 10(1) of the Danish Working Environment Act.

Note: See also Annex 17 on provision of training courses for new trade union representatives.

7. Senior trade union representatives

In companies with more than one department where each department has elected a trade union representative/shop steward and where there are three or more trade union representatives/shop stewards, a senior trade union representative can be elected to act for all departments, if the local parties so agree.

8.

The senior trade union representative cannot participate in the consideration of issues concerning the individual shop stewards' normal functions within their respective departments, unless the employer and shop stewards affected agree to this.

Section 2 The trade union representative's/shop stewards' activities

1.

Both the trade union representative/shop steward and the employer or the employer's representative are obliged to promote amicable and positive cooperation in relation to TEKNIQ Arbejdsgiverne or the Danish Union of Electricians respectively, as well as between the local parties in the workplace.

2.

When one or more electricians so request, either because they feel they have been aggrieved or for other reasons, the trade union representative/shop steward has a duty to present their complaints or recommendations to the employer, but only in cases where the matter has not been satisfactorily resolved by the employer's representative.

3.

The trade union representative/shop steward can also present complaints or make recommendations to the employer in respect of hygiene issues and safety precautions.

In addition, the labour market organisations agree that issues relating to the working environment, including complaints from electricians, should be presented to the organisations for discussion.

4.

Furthermore, the trade union representative/shop steward has a duty, within his/her area, to contribute to resolving issues concerning training and working conditions for apprentices according to Section 17, subsection 1.2. In the same way, once a year, the trade union representative/shop steward may initiate discussions with the employer regarding the number of apprentices engaged in relation to the number of electricians engaged.

5.

If the trade union representative's/shop steward's enquiry with the employer does not result in a satisfactory arrangement, the trade union representative is free to ask the Danish Union of Electricians to deal with the matter, but the work must continue unabated until the union management has decided otherwise.

6.1

The trade union representative/shop steward is to be informed of new electricians recruited, and the trade union representative/shop steward has the right to protest if there is anything unreasonable about engagements or dismissals.

Note: TEKNIQ Arbejdsgiverne agrees to discuss with the Danish Union of Electricians any such matters arising pursuant to subsection 6 when the Danish Union of Electricians perceives that this would be reasonable given the circumstances.

6.2 The trade union representative's access to clarification of the conditions of subcontractors' collective agreements

a. Companies are encouraged, before engaging foreign subcontractors to carry out work at the company's workplaces/worksites in Denmark, to inform the trade union representative/shop steward and present all relevant background information about the subcontractors, such as the work they are to undertake and the expected duration.

Notwithstanding the above encouragement, the trade union representative/shop steward in a TEKNIQ Arbejdsgiverne member company may – with a view to prompt clarification as to whether subcontracting is involved in specific cases, and regarding the conditions of the subcontractor's collective agreement – ask for information from the member company regarding

subcontractors/external companies undertaking work that is covered by the Electricians' Collective Agreement for the member company and that would be natural for the company's own employees to perform.

- b. The request must be made in the context of one or more external companies undertaking such work for a TEKNIQ Arbejdsgiverne member company.
- c. If, after the local exchange of information and discussion, the trade union representative/shop steward is still of the opinion that he/she has not been fully informed about the conditions of the subcontractor's collective agreement, the case can be passed to a meeting pursuant to Annex 23. Minutes of the local discussions must be included with the request for a meeting.
- d. In companies where no trade union representative/shop steward has been elected, the Danish Union of Electricians may ask TEKNIQ Arbejdsgiverne for a clarification meeting in cases where the union considers it likely that a subcontractor carrying out electrical work is not covered by the Electricians' Collective Agreement, or is non-compliant with the Collective Agreement.
- e. According to Annex 23, a clarification meeting must take place as soon as possible after TEKNIQ Arbejdsgiverne receives the request. The meeting takes place at the TEKNIQ Arbejdsgiverne member company, unless otherwise agreed between the parties.
- f. The following information, as a minimum, must be given at the meeting:
 - The subcontractor's name and CVR number (P-number [production unit no.]) or RUT number [from the Registration of Foreign Service Providers in Denmark].
 - The name of the TEKNIQ Arbejdsgiverne member company's contact at the subcontractor's business
 - Description of the subcontractor's assignments in the TEKNIQ Arbejdsgiverne's member company and the expected timetable for their completion
 - Description of the TEKNIQ Arbejdsgiverne member company's possible management and powers to exercise control over the subcontractor's employees

The information could be presented verbally at the clarification meeting. Minutes of the meeting must be taken.

7.

If the trade union representative/shop steward has to be absent from work to attend to his/her duties as trade union representative/shop steward, he/she must notify the employer or the employer's representative to this effect before being absent from work.

8.

If a meeting takes place within working hours at the request of the employer, the trade union representative/shop steward must be paid for the time spent at the meeting at the average rate of earnings for piece work and hourly pay combined. Outside working hours, an overtime supplement is payable in accordance with Section 13.

The time required for the trade union representative's/shop steward's union work can be agreed locally. Where relevant, this should be established taking due account of the number of electricians the trade union representative has been elected to represent.

9.

In companies with no elected trade union representative/shop steward, an agreement can be entered into between the employer and employees to involve the local branch of the union in discussions prior to entering into local agreements on flexible working hours and employment conditions similar to a salaried position.

The company may require a representative from TEKNIQ Arbejdsgiverne to participate in any such negotiations.

Note: See also the protocol relating to the trade union representatives and local cooperation in TEKNIQ Arbejdsgiverne's companies – Annex 17.

Section 3 Dismissal of a trade union representative/shop steward, etc.

1.

Dismissal of a trade union representative/shop steward must be for compelling reasons, and the employer is obliged to give the individual concerned 5 months' notice of termination.

If a trade union representative/shop steward has served as such for a continuous period of at least 5 years, that individual is entitled to 6 months' notice, however.

2.

If the reason for dismissal is shortage of work, the duty to give notice pursuant to subsection 1 of the present Section does not apply. In such cases, the trade union representative/shop steward is entitled to 56 calendar days' notice of termination unless the individual is entitled to a longer period of notice according to Section 6, which rules the individual concerned is also subject to.

3.

If an employer finds that there are compelling reasons pursuant to subsection 1 of the present Section, to terminate a trade union representative/shop steward elected according to the rules in Section 1, the employer must contact TEKNIQ Arbejdsgiverne, which can then deal with the issue in accordance with the rules of industrial arbitration.

In such cases, a mediation meeting must take place no later than 14 calendar days after the request for mediation, and the industrial procedure must also be promoted as much as possible.

4.

When a trade union representative/shop steward has been elected pursuant to Section 1, that person's employment cannot be disrupted during the period of notice until the justification of grounds for termination has been reviewed by means of industrial arbitration.

5.

The labour market organisations agree that the industrial arbitration in the event of dismissal of trade union representatives/shop stewards due to shortage of work must be advanced as much as possible so that the industrial arbitration can be concluded prior to expiry of the period of notice, if at all possible.

6.

A trade union representative/shop steward elected during a period with a large number of electricians will cease to be a trade union representative/shop steward if the number of electricians has decreased to 4 or fewer during a period of 3 months, and the employer states in writing that it is not desirable for the position of trade union representative/shop steward to be preserved.

7.

An electrician who ceases to be a trade union representative/shop steward after having held this position for at least 1 year, and who continues to work for the company, is, if terminated by the company, entitled to 6 weeks' additional notice of termination in addition to notice as per Section 6, for 1 year after stepping down as trade union representative. This rule only applies to trade union representatives/shop stewards who have stepped down. Nevertheless, this longer notice cannot equate to more than the notice of termination for a trade union representative/shop steward.

8. Continuing professional development of trade union representatives

An electrician who ceases to be a trade union representative/shop steward after having served in this capacity for a continuous period of at least 3 years, and who is still employed by the company,

is entitled to a discussion with the company regarding the electrician's need for continuing professional development. Such discussion must take place no later than one month prior to cessation of activities as a trade union representative/shop steward and at the electrician's initiative. As part of the discussion, clarification is required as to any need for continuing professional development, and how this should be arranged.

If it is not possible to reach an agreement, the electrician is entitled to 3 weeks of continuing professional development. After 6 years of continuous service as a trade union representative/shop steward, the electrician is entitled to 6 weeks' continuing professional development.

The electrician receives ordinary hourly pay for the normal weekly working hours spent on continuing professional development. It is a prerequisite that statutory compensation for loss of pay be granted for the training programme. Compensation for loss of pay is payable to the company.

The Electrical Industry Skills Development Fund may award a grant for continuing professional development.

Section 4 In-service training

1. Training plans

1.

The parties to the collective agreement agree that companies and employees alike have an obligation to provide for continuing skills development. Companies should offer employees the necessary training opportunities, and employees should undertake the necessary training. For this reason, companies and employees are encouraged to discuss the need for training and skills development, including undertaking systematic planning of training and skills development. The focus must be both on the employee's need for skills development and on the company's need in relation to technology, market development and strategic objectives.

To facilitate opportunities to meet these obligations, the Electrical Industry Skills Development Fund has been established.

2. In-service training

1. Training planned by the company

The organisations agree that electricians must be able to have the necessary time off to participate in technical in-service training courses, taking due account of the company's work situation. Once the employer has approved an electrician's participation in a technical in-service training programme as being relevant to the company, the ordinary hourly wage is payable in respect of hours spent on the course during normal weekly working hours. Thus, any compensation for loss of earnings is payable to the company.

2. Self-selected courses of training

Employees with a minimum of 9 months' seniority are granted a maximum of 2 weeks off per year to pursue a training course of their choice of general relevance to the industry.

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

With effect from 1 January 2013, employees are entitled to use up any time off allowed for training under this subsection that they have not used up during the preceding two calendar years. The earliest unused time off must be taken first.

If the employee is employed under notice, this applies only if the company and the employee had agreed the training period before notice of termination was given.

It is agreed that the accumulated training entitlement will be arranged in consideration of the company's work situation.

3. Agreed training

The company may apply to The Electrical Industry Skills Development Fund for a grant for agreed training. On this basis, an employee can agree a training plan with the company that incorporates non-utilised training pursuant to Section 4.2.2. The plan is to be agreed and submitted to The Electrical Industry Skills Development Fund under the rules laid down in Annex 11, which also contains more detailed rules regarding agreed, grant-funded training.

3. In-service training in connection with termination

1.

Employees who have been in continuous employment with the company for at least 2 years, and who are dismissed due to restructuring, cut-backs, closure of the company or other matters affecting the company are entitled, on request, to participate in a course relevant to the employee of up to 2 weeks' duration, for example under the auspices of AMU vocational training centres or other training provision for which public compensation for loss of earnings is payable at unemployment benefit level, unless the employee has completed a 2-week course of in-service training or further education within the previous two years.

Remuneration relating to the participant is payable to the company if the employee is paid a wage during the training course.

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

The course must be taken during the notice period.

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

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

It is agreed that the Skills Development Fund will provide support, within a maximum annual frame of DKK 500,000. The maximum support that can be provided is an amount corresponding to the difference between 85% of previous pay and the public remuneration.

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

2.

Training in connection with dismissal

Employees who are dismissed with the notice period stated in the collective agreement due to restructuring, cut-backs, company closure or other matters affecting the company are entitled to time off with pay for up to two hours to seek guidance from an unemployment fund ("A-kasse")/the trade union. Such time off must be deployed soonest possible after dismissal with due regard for the company's production conditions.

Comment:

Reference is made to the Protocol on The Electrical Industry Skills Development Fund – Annex 11

Section 5 Local agreements and customary arrangements

1.

Local agreements and customary arrangements must not conflict with existing collective agreements.

2.

Selected provisions from the Electricians' Collective Agreement may, however, be adapted/deviated from by local agreement. It is a prerequisite that the local agreement is entered into with a trade union representative/shop steward elected in accordance with the current rules contained in the collective agreement.

Where a local consensus exists and this is expressed in a local agreement, the section on Cooperation and Local Union Branches and Sections 1, 2, 3, 7, 7a, 7b, 7c and 13 of the Electricians' Collective Agreement may be adapted to local conditions.

Local agreements entered into in accordance with the above must respect relevant, applicable legislation.

Section 20 of the Electricians' Collective Agreement on rules for dealing with labour disputes are applicable to any such local agreements.

Local agreements entered into in accordance with the above rules must be sent to the parties to the collective agreement for their information.

3.

Local agreements and trade practices may be terminated by either party on giving 2 months' notice with expiry on the 1st of any month – unless otherwise agreed.

4.

In the event of any such termination, the party giving notice of termination is obliged to instigate local negotiations and, if consensus is not reached, subsequently to take the matter to a mediation meeting, possibly a ten-delegate meeting, see the provisions of Section 20.2.4.

5.

The parties are not released from the terminated local agreement or customary arrangement until these general rules have been observed, irrespective of whether the expiry date has passed.

Working hours

Section 6 Employment and termination

1. Employment form

1.

At the time of engagement, the electrician must be informed in writing of the employment conditions.

2.

The employment form is issued at the time of engagement or no later than by the 5th day of employment.

3.

As a minimum requirement, the employment form must contain the same information that is marked with an asterisk *).

4.

The organisations have prepared an employment form that may be used.

The form is shown in Annex 3.

5.

The electricians must be notified immediately in writing of any change to information marked with an asterisk *) on the employment form, as stated in subsection 1.2 of this Section.

Comment:

Reference is made to the special rules in Section 19 concerning conditions similar to those of a salaried employee, and in Annex 1 for a monthly-paid electrician.

6. Lack of an employment form

If the employment form is not issued to the electrician prior to expiry of the time limits set out in subsections 1.2 and 1.5 of this Section and the notes, the issue may be dealt with in accordance with the rules of the collective agreement for handling industrial disputes. Similarly, questions about incorrect or inadequate employment forms can be dealt with in accordance with this provision.

7. Penalties

Penalties cannot be imposed on an employer who has complied with this requirement within 5 days after a meeting between the organisations at which the employer has been instructed to issue employment forms or to correct incorrect or inadequate employment forms, unless there are repeated reports of breaches of the provisions of this subsection, or any shortcomings or errors have affected the employee's employment negatively.

Note: If an electrician who was employed before 1 July 1993 asks for information about the terms and conditions of employment, the employer must comply with this request within 2 months of the electrician's making this request known.

2. Employment and notices of termination

1. Engagement

Electricians should preferably commence employment at the start of working hours on a Monday.

2. Duration

No electrician can be engaged to work for less than one normal working day.

3.

If an electrician leaves the job without agreeing this with the employer before having completed one normal working day, he forfeits the right to payment for the day.

Residual pay is payable by the company in the usual way and according to Section 9, see the paragraph about payroll periods and wage payments.

4. Dismissal

An electrician’s employment can be terminated with notice to any day of the week.

5.

Dismissal must always be in writing. It is advisable to use the dismissal form prepared by the organisations.

6.

When an electrician is terminated, wages are payable up until the end of normal working hours. Wages are payable by the company in the usual way and according to Section 9, payroll periods and wage payments.

Otherwise, the company must pay him for the time and any travel expenses associated with subsequent collection of pay due to him.

7. Notice of termination

For electricians who have been employed at the same company for the periods of time specified (including any time spent serving the company as an apprentice), the following periods of notice of termination apply:

Notice given by the employer:

after 3 months’ employment	5 working days
after 2 years’ employment	15 working days
after 5 years’ employment	20 working days
after 8 years’ employment	25 working days

Notice given by the electrician:

after ½ year’s employment	2 working days
after 2 years’ employment	5 working days
after 5 years’ employment	10 working days

Seniority at the time notice is given is the decisive factor in determining the periods of notice specified.

Accrued seniority lapses upon cessation of employment.

Footnote: No notice of termination is required for the expiry of a training contract.

8. Piecework

In the case of piecework, both the employer and the pieceworker shall have freedom of discretion in relation to the above periods of notice, provided that this is stated in the piecework contract.

Comment: Reference is also made to the special rules for the termination of piecework employment, as stated in Section 12(3).

9. Termination during illness or injury

An electrician who has been employed at a company for an uninterrupted period of at least 1 year cannot be dismissed during the first 3 months of a period of absence caused by illness or injury.

The following applies to electricians with less than 1 year's seniority:

If the lack of availability for work is caused by a work-related injury incurred during work for the company, including occupational illnesses caused by work for the company, the employee cannot be dismissed during the first 5 weeks of the period of absence.

A prerequisite for this is that the employee is entitled to benefits under the Sickness and Maternity Benefits Act during the period of absence.

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

10. Compensation

If an electrician entitled to a notice period is dismissed without the required notice period for a reason unrelated to the electrician, the company is obliged to pay compensation.

The amount of compensation shall correspond to the electrician's normal hourly pay for the number of working days encompassed by the infringement.

11.

If an electrician leaves a company without giving the required notice, he is obliged to pay compensation to the company.

The amount of compensation must correspond to the electrician's normal hourly pay for the number of working days encompassed by the infringement.

12.

Irrespective of the electrician's obligation to give notice, the employer should not refuse to reach agreement with the electrician to leave the place of work immediately.

The prerequisite for this shall be that the electrician can demonstrate an offer of permanent employment or the like, as a result of which it is not possible for the electrician to observe the period of notice.

13. Rehiring

If an electrician is rehired before the expiry of the notice period, and has received or paid compensation for lack of notice, the party which has paid the compensation is entitled to demand repayment.

The amount repaid may not exceed an amount corresponding to the remainder of the notice period.

Section 7 Normal working hours

1. General information

All companies must issue a notice stating when normal working hours begin and end.

2.

The stated working hours are the actual hours worked. Rest and meal breaks must as far as possible be concentrated in a single break. In total, the break may not last more than one hour or less than half an hour per day.

3. Normal daily and weekly working hours

Normal daily working hours shall be arranged between 6 am. and 6 pm. Saturdays between 6 am. and 1 pm.

The normal working week is 37 working hours.

At companies where the weekly working hours are distributed over 5 days, no working day may be shorter than 7 hours. In case of 6-day working weeks, no working day may be shorter than 7 hours on 5 days of the week.

Working hours may be arranged in such a way that 5 of the working days are of the same length.

4. Varying weekly working hours

Varying weekly working hours may be implemented if both the employer and the electricians agree to this.

The average weekly working hours must be at least 37 hours and may not exceed 46 working hours a week.

This furthermore requires written agreement in advance on how the working hours are to be distributed across the calendar year.

5.

Working hours exceeding the above number are to be remunerated with overtime payment in accordance with Section 13.

6. Staggered working hours

Staggered working hours can be established wholly or partly outside the framework of the individual electrician's daily working hours.

The staggered working hours can be regarded as the electrician's normal, fixed working hours.

Overtime in this regard is remunerated with a surcharge for staggered hours as well as the usual supplement for overtime.

7. Notice of staggered working hours

The company must provide notice of at least 3 x 24 hours. Weekends (Saturdays and Sundays) and public holidays cannot be considered part of the period.

If adequate notice fails to be provided, an overtime payment must be paid for the period falling outside the relevant electrician's defined working hours.

8. Duration of staggered working hours

Work in staggered hours must have a duration of at least one week.

The working hours are to be staggered in relation to normal working hours in such a way that there are at least 5 consecutive working days with staggered hours for the individual electrician. These 5 working days may be placed in more than one calendar week, such that the staggered hours may be notified to commence on a particular day in the course of a calendar week.

If an electrician is ordered to work on the basis of staggered hours but is prevented from working the staggered hours for at least 1 week, and it is not the electrician's own fault but caused by the employer, the hours worked falling outside the electrician's normal working hours is subject to overtime pay.

9. Overtime pay for staggered working hours

No overtime pay is to be paid for that part of the staggered working hours occurring between 6 am and 6 pm.

If the working hours are staggered in such a way that they end after 6 pm or begin before 6 am, the hourly overtime pay paid shall be:

As of 1 March 2020.....	DKK 49.00
As of 1 March 2021.....	DKK 49.80
As of 1 March 2022.....	DKK 50.60

Comment: Effective date – see Annex 15.

10. Fewer daily working hours or days

The provision on the length of normal working hours does not preclude the possibility that working hours at certain or several workplaces may be reduced to fewer daily working hours or fewer working days per week, provided that agreement is reached on this with the electricians at these workplaces.

11.

In connection with the pro rata reduction arising from public holidays, extra days off and days off as per the collective agreement, if there are any missing or surplus hours because working hours on the day in question are shorter or longer than 1/5 of the average weekly working hours, these will be deployed on other working days.

In that connection, the parties to the collective agreement recommend that a written local agreement should determine how a pro rata reduction arising from public holidays, extra days off and days off as per the collective agreement should be managed in practice, including managing missing or surplus hours in a timebank.

12.

At places where this collective agreement, by its nature, cannot determine the normal working hours, the working hours shall be defined as corresponding to those which have hitherto applied to other employees at the company in question.

13.

A different distribution of the normal working hours on the various days of the week, or in the various seasons – for example due to a lack of daylight – may only occur with the approval of the organisations.

14.

In the event that the Confederation of Danish Employers and the Danish Confederation of Trades Unions should adopt a different standard for normal working hours, TEKNIQ Arbejdsgiverne and the Danish Union of Electricians agree that this shall also apply to this agreement.

Note: The implementation of the EU Working Time Directive is described in Annex 7a.

Section 7a Flexible working hours

1.

By local agreement, flexible weekly working hours may be arranged for a working period of no less than 2 weeks and no more than 52 weeks, excluding holidays.

2.

The average weekly working hours during the period must be at least 37 hours and may not exceed 46 working hours a week.

3.

Daily working hours shall be at least 6 hours and no more than 10 hours.

4.

Notice of at least 5 working days shall be provided in the case of varying weekly working hours.

5.

If the working hours or portions of these fall outside the normal daily working hours as defined in Section 7, subsection 3 (i.e. between 6 am and 6 pm), an hourly bonus shall be paid:

As of 1 March 2020..... DKK 49.75

As of 1 March 2021..... DKK 50.55

As of 1 March 2022..... DKK 51.35

Comment: Effective date – see Annex 15.

6.

If the working hours or parts thereof are deployed on Saturdays after 1 pm, Sundays or local holidays, an hourly surcharge is payable

As of 1 March 2020..... DKK 85.15

As of 1 March 2021..... DKK 86.50

As of 1 March 2022..... DKK 87.90

Comment: Effective date – see Annex 15.

7.

In the case of work performed outside the notified working hours, an overtime bonus must be paid in accordance with Section 13.

Note: The implementation of the EU Working Time Directive is described in Annex 7a.

Section 7b Weekend work

1.

By local agreement, weekend work may be arranged.

2.

Up to 24 hours of weekend work may be arranged – normally 12 hours per day on Saturday and Sunday. The arrangement of the working hours may be agreed locally, but the work may not normally commence before 6 am on Saturday morning.

3.

Payment corresponding to a normal week's work, i.e. 37 hours, shall be paid.

4.

Working hours shall be arranged in advance of the commencement of the work, clearly specifying which days (Saturdays/Sundays) shall be free of work. If work-free days have been arranged, an amount shall be paid from the individual electrician's public holidays account corresponding to the individual electrician's average pay for the number of hours that would have been worked on the days in question. The amounts paid shall however not exceed the amount contained at any given time in the individual electrician's public holidays account.

5.

Normal wages only shall be paid in this case for work on public holidays, i.e. without advance payment for public holidays.

6.

Holiday leave and holiday allowance shall be provided in accordance with the Danish Holidays with Pay Act and Section 16 of the Electricians' Collective Agreement. In the case of full employment in the qualifying year, the holiday leave shall amount to five Saturdays and Sundays.

7.

Contributions to the Danish Labour Market Supplementary Pension Scheme (ATP) shall be paid with full contributions.

8.

In the case of illness, the company shall pay the current maximum hourly pay determined by the Danish Sickness and Maternity Benefits Act during the period of employment, such that 24 hours of performed weekend work shall correspond to a full normal working week.

9.

The individual company is entitled to transfer its employees to other working hours if this is necessitated by a shortage of manpower, lack of orders, capacity adjustment problems, etc.

10.

Electricians who agree to carry out weekend work under this agreement must not have any other paid employment at the same time. Electricians employed in weekend work may only exceptionally work on the first five days of the week, and only with the approval of the organisations.

11.

When employees engaged in weekend work are paid fixed monthly salaries, they are entitled to 2 weekends off with normal wages in the case of weekend work lasting one whole year. In the case of shorter periods of weekend work, the amount of time off shall be calculated proportionately.

Note: The implementation of the EU Working Time Directive is described in Annex 7a.

Section 7c Working shifts; shift work

1.

Shift work may be established by local agreement at companies which provide services for companies already operating shift work.

2.

The agreement must adhere to the relevant shift work agreement of the Confederation of Danish Industries and CO-Industri (The Central Organisation of Industrial Employees in Denmark).

3.

In connection with the pro rata reduction arising from public holidays, extra days off and days off as per the collective agreement, if there are any missing or surplus hours because working hours on the day in question are shorter or longer than 1/5 of the average weekly working hours, these will be deployed on other working days.

In that connection, the parties to the collective agreement recommend that a written local agreement should determine how a pro rata reduction arising from public holidays, extra days off and days off as per the collective agreement should be managed in practice, including managing missing or surplus hours in a timebank.

Note: The implementation of the EU Working Time Directive is described in Annex 7a. Provisions on health checks are set out in Annex 7b, subsection 2.4 and Annex 7a.

Section 8 Compliance with the working hours regulations

1.

Electricians must not be absent from work without a valid reason.

The established working hours, as negotiated between the employers' and workers' organisations for the various workplaces, must be adhered to.

2.

Electricians must comply with measures imposed by the company to monitor the start of, interruptions to, and conclusion of working hours.

Electricians are entitled to object in the case of waste of time or inconvenience.

Pay conditions

The Parties agree that the use of time-based pay or productivity-enhancing pay systems should occur in a manner which best enhances the individual company's productivity and competitiveness, and thereby its employment opportunities.

Section 9 Ordinary hourly pay and pension provisions

1.

The minimum wage, i.e. the smallest payment that can be made for hourly-paid work, as of 1 March 2020, per hour, is DKK 121.00.

The minimum wage shall be increased as follows:

From 1 March 2021, per hour DKK 123.50

From 1 March 2022, per hour DKK 126.00

Comment: Effective date – see Annex 15.

2.

Where the work cannot be carried out as piecework according to the schedules of wages, or in accordance with the agreement on mixed piecework or another form of piecework agreement, an hourly productivity-enhancing bonus shall be paid of DKK 12.70

The minimum hourly pay in the case of work with hourly pay shall thus comprise:

From 1 March 2020, per hour DKK 133.70

From 1 March 2021, per hour DKK 136.20

From 1 March 2022, per hour DKK 138.70

Comment: Effective date – see Annex 15.

The service bonus may be offset in a personal bonus, if any, in accordance with subsections 3 and 5 of this Section. The service bonus may not be paid for hourly-paid work in connection with piecework of any category.

3.

The wages for skilled electricians and those with more responsibility may be agreed in each individual instance between the employer or his representative and the electrician, without interference from the organisations or their members. In wage determination, account must be taken of the professional level of skill and type of work, as well as the amount of piecework performed by the electrician in question.

It seems natural to the parties to the collective agreement to include, for example, the pay rises proceeding from any increases in the free choice scheme in connection with the local pay negotiations.

Wage negotiations must not take place more than once per income year.

4.

Wage subsidies agreed as bonus payments to be made at particular times include holiday allowance and public holidays payments.

5.

When the payment for hourly pay exceeds the minimum wage as stated in clause 1 of this Section, the excess amount shall be regarded as a personal bonus, in accordance with subsection 3 of this Section.

The increases in the minimum wage of 1 March 2020, 2021 and 2022 shall not entail regulation of the personal wages provided for hourly-paid work, except when an increase is required to meet the new minimum wage level.

Increases in the minimum wage shall thus be offset in personal bonuses.

6.

The parties agree that when inequity appears to be present in this area as a whole, both organisations are entitled to institute proceedings towards each other in conformity with the current rules for the conduct of industrial conflicts.

7.

Waiting time and moving time which falls within normal working hours shall be remunerated at the individual hourly pay of the electrician concerned.

8.

When an electrician is re-employed at a company in the same work for which he was previously employed, and less than 1 year has elapsed since his last period of employment at the company, he shall be employed at the hourly pay that he previously received, though taking account of any general wage rises which may have occurred in the meantime.

Wage periods and wage payment

9. Two-week pay period

The wage period is 2 weeks and is calculated from the beginning of a week.

Wage payment shall occur on the first Thursday following the conclusion of the wage period.

Wage payment may be made on the second Thursday following the conclusion of the wage period if the company and a majority of the electricians so agree.

10. Monthly pay

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

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

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

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

Nevertheless, piecework bonuses shall always be paid in accordance with Section 12.1 and 12.2 of the collective agreement.

In connection with the transition to monthly wage payment, the employee can ask for an advance corresponding to the net pay he/she would have received in the subsequent pay period, unless otherwise agreed.

The time of paying the requested amount on account is the first time the 14-day pay is not paid in full. This amount will be repaid by wage deduction over the subsequent 12 months at 1/12 per month of the amount on account, unless otherwise agreed. The monthly wage deduction must be shown on the payslip. However, if the employee leaves, the remainder will be deducted from the last wages.

11.

If the payday falls on a public holiday, the wages shall be paid on the preceding weekday. In such cases, the companies are entitled to pay a reasonable advance on the day before the public holiday and the remainder on the next ordinary payday.

12.

The wages shall be paid in cash or by direct transfer into the electrician's bank account. Cash payment shall take place during working hours, or immediately following the conclusion of working hours. In the case of transfer into the electrician's bank account, the wages shall be available at the conclusion of working hours on the payday.

13.

The payslip must contain information on how the payment is distributed between piecework, time-based pay, overtime payments, public holiday payments, holiday pay, etc., as well as which deductions are made for tax, ATP, AMB, AMP, etc.

14.

The company must be in receipt of timesheets by the beginning of working hours each Monday morning. If the timesheets have not been submitted on time Monday morning, the company is entitled to make a suitable part payment, with final settlement taking place at the next subsequent wage payment.

Objections to the calculation of the timesheets shall be lodged by the company no later than at the time of wage payment.

If working hours are reported electronically, a copy of the employee's report must be sent to the e-mail address that the employee has made known to the employer, or sent via e-Boks.

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

Note: Both parties agree that Section 9 of this Agreement shall not be understood to mean that the individual wages at the individual workshops, or in the trade in general, shall be at the same level, for which reason an organisational intervention which aims to raise all wages by a uniform supplement, or to the same level, is not in accordance with the collective agreement. The parties are moreover in agreement that electricians are entitled to freely seek work at the individual companies without interference from the organisations or their members.

15. Labour market supplementary pension (AMP)

Purpose

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

Pension

Wage earners employed pursuant to the Electricians' Collective Agreement are covered by the labour market pension scheme with PensionDanmark when they are engaged.

Age and seniority requirements

The employer pays pension contributions for wage earners who are over the age of 18 and who have been working for 6 months under the collective agreement for electricians or who have been engaged in the trade for a similar period.

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

Registration and documentation

The employer must register when the employed wage earner reaches the required level of seniority. With effect from the first pay period thereafter, the collectively agreed pension contributions will be paid in respect of that individual.

If necessary, the wage earner shall document employment within the industry or previous employment. This documentation can take the form of payslips or declarations from previous employers.

If the wage earner is able to produce such documentation, the employer must pay the collectively agreed pension contributions for the individual with effect from the time of employment, or no later than when the necessary seniority has been attained.

Pension contributions

The pension contribution is determined as a percentage of the taxable wage income of the wage earner. The employer shall pay 2/3 of the contribution, and the wage earner shall pay 1/3.

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

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

The contribution comprises:

Employer's contribution:	8.0%
Employee's contribution:	4.0%
The total contribution comprises:	12.0%

Pension in respect of holiday and public holiday compensation during illness

Pension is calculated in respect of holiday and public holiday compensation during illness for employees who are entitled to a pension, see this provision. Both the employer's contribution and the employee's own contribution are calculated in respect of holiday illness allowance and paid into the pension scheme.

The employer's share is provided by the employer over and above sick-pay holiday allowance. The employee's share is deducted in the holiday allowance prior to final settlement of this.

Section 10 Injury, illness and maternity leave

1.

In the case of injury at the workplace, in connection with which the electrician is absent from the workplace by arrangement with the employer, the normal hourly pay shall be paid, in the case of hourly-paid work, for the missing hours on the day in question.

2.

In the case of absence due to injury or illness which is reported and documented in a timely manner, the employer shall pay an amount corresponding to the electrician's normal hourly pay for a period of up to 9 weeks. A prerequisite for this is that the employee in question is entitled to 5 or more working days' notice in accordance with Section 6, subsection 2.7.

In the case of absence due to injury incurred while performing work for the company, including work-related illness caused by work for the company in question, the employer shall pay an amount corresponding to the normal hourly pay to the electrician in question for a period of up to 9 weeks.

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

Payment during absence from work due to injury or illness shall be made at the applicable hourly rate, in accordance with the Danish Sickness and Maternity Benefits Act.

This is contingent on the employee being entitled to unemployment benefits pursuant to the Danish Sickness and Maternity Benefits Act during the period of absence.

Where an agreement has been entered into in accordance with Section 56 of the Danish Sickness and Maternity Benefits Act, the employer shall pay sick pay in accordance with the Danish Sickness and Maternity Benefits Act.

Sick-period holiday allowance is calculated in accordance with Section 16 of the collective agreement.

3. Child's illness

When necessary, electricians may take time off to look after (a) sick child/children living at home under the age of 14.

This release only applies to one of the child's parents and only on the first *full* day of the child's illness.

If the child falls ill during the electrician's working day, and the electrician has to leave work as a result, the right exists furthermore to take the remaining hours off work on the day in question.

Payment shall be made corresponding to the relevant electrician's usual hourly pay for hourly-paid work, although no more than a maximum hourly rate of DKK 127.35

As of 1 July 2020 no more than a maximum of DKK 129.85

As of 1 July 2021 no more than a maximum of DKK 132.35

As of 1 July 2022 no more than a maximum of DKK 134.85

A prerequisite for payment is that the documentation demanded by the company is made available.

If the child is still ill after the first full sick day, the employee is entitled to another 1 day off. This day off is taken without pay, but the employee can receive an advance from his/her public holidays/extra days off and free choice scheme.

With effect from 1 May 2020, the following applies:

Employees with at least 9 months' seniority are entitled to time off to attend medical appointments with the child.

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

Time off for medical appointments is taken without pay, but the employee can receive an advance from his/her public holidays/extra days off and free choice scheme.

Comment: Effective date – see Annex 15.

4. Time off in connection with the hospitalisation of a child

Electricians are allowed the freedom, when necessary, for the employee to be admitted to hospital together with the child, also including when hospitalisation is partially or wholly at home. This rule shall apply to children under 14 years of age. It is a prerequisite that the employee has at least 9 months' seniority at the company.

This entitlement shall only apply to one of the persons with rights of custody over the child, and the time off cannot exceed a total of 1 week per child within a 12-month period.

The electrician must produce documentation of hospitalisation on request.

Payment shall be made corresponding to the relevant electrician's usual hourly pay for hourly-paid work, although:

As of 01/03/2020..... no more than a maximum of DKK 146.50

As of 01/03/2021..... no more than a maximum of DKK 149.00

As of 01/03/2022..... no more than a maximum of DKK 151.50

In the event that the company is not entitled to reimbursement from the employee's municipality of residence, TEKNIQ Arbejdsgiverne may decide to refund the company's expenses.

Comment: Effective date – see Annex 15.

5. Maternity and paternity leave

The employer shall pay wages to employees absent from work due to the birth of a child, and who at the time of the birth possess 9 months' seniority, from 4 weeks before the anticipated time of birth and until 14 weeks after the birth (pregnancy leave/maternity leave).

Adoptive parents are entitled to maternity leave for 14 weeks from the time of reception of the child.

Pay shall be made corresponding to the relevant usual hourly pay for hourly-paid work, although:

As of 01/03/2020..... no more than a maximum of DKK 151.50

As of 01/03/2021..... no more than a maximum of DKK 154.00

As of 01/03/2022..... no more than a maximum of DKK 156.50

The sum shall include the statutory maximum benefits rate.

Under the same conditions, up to 2 weeks' wages may be paid out during paternity leave.

Parental leave

The employer also makes payment during parental leave for employees with 9 months' seniority at the company by the expected date of birth, see below.

It is a prerequisite for payment that the employer is entitled to reimbursement corresponding to the maximum benefits rate. If the reimbursement available is less than this amount, the payment made to the employee must be reduced correspondingly.

Expenses for maternity leave in the individual companies shall be recompensed via the maternity fund established by TEKNIQ Arbejdsgiverne.

Payment during parental leave commencing in the period 1 July 2017 to 30 June 2020:

For employees who commence parental leave in the above period, the employer makes payment during parental leave of up to 13 weeks. The payment is an hourly sum corresponding to the usual hourly pay for hourly-paid work.

Each of the parents is entitled to take 5 of these 13 weeks.

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

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

Unless otherwise agreed, 3 weeks' notice is required for the 13 weeks.

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

Unless otherwise agreed, each instance of parental leave can be divided into a maximum of two periods.

Payment during parental leave commencing 1 July 2020 or later:

For employees who commence parental leave on 1 July 2020 or later, the employer makes payment during parental leave of up to 16 weeks. The payment is an hourly sum corresponding to the usual hourly pay for hourly-paid work.

Of these 16 weeks, the parent taking maternity leave is entitled to take 5 weeks, and the other parent is entitled to take 8 weeks.

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

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

Unless otherwise agreed, 3 weeks' notice is required for the 16 weeks.

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

Unless otherwise agreed, each instance of parental leave can be divided into a maximum of two periods.

Comment: Effective date – see Annex 15.

Pension contribution during maternity leave

With a view to increasing the total pension payments of women employees, the pension contribution shall be increased during maternity leave.

During the 14 weeks of maternity leave, an extra pension contribution shall be made for staff who possess nine months' seniority at the anticipated time of birth.

The pension contribution comprises:

Employer's contribution, hourly	DKK 8.50
Employee's contribution, hourly	DKK 4.25
The total contribution comprises hourly	DKK 12.75

Comment: Effective date – see Annex 15.

6. Childcare days

Annex 26 applies in the transitional period from 1 May 2020 to 31 December 2020.

As of 1 January 2021, the following applies:

Electricians with at least 9 months' seniority are entitled to 2 childcare days per calendar year. The electrician can take a maximum of 2 childcare days per calendar year, irrespective of the number of children he/she has. This rule shall apply to children under 14 years of age.

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

The childcare days must be taken unpaid, but the employee may receive an amount from his/her free choice account, see Section 15, subsection 3, if there are sufficient funds on the account.

1. Senior agreement

1.1

The parties to the collective agreement concur that the individual electrician may choose to enter into a senior agreement scheme. During an annual appraisal, a discussion must take place of how best to implement senior years for the electrician.

The electrician is entitled to take 32 senior days off per calendar year. If more days can be financed as a result of increased savings in the public holiday/free choice scheme, this can be agreed with the company. Unless otherwise agreed, senior days off must be taken as full days.

Unless otherwise agreed, deployment of senior days follows the same rules as deployment of residual holiday.

This option is open starting 5 years before the statutory retirement age for individual electricians from time to time in effect.

If a trade union representative/shop steward has been elected for the company, the trade union representative/shop steward may attend the discussion.

1.2

By mutual agreement, the electrician and the company may enter into a written individual agreement concerning reduced weekly or monthly working hours at the expense of the electrician.

In conjunction with any such reduction in working hours, the electrician may choose to convert accruing pension savings, see Section 9(15), into a pay supplement. The maximum proportion of pension contributions that can be converted must be calculated to allow for the insurance scheme and administrative costs still to be covered.

Unless otherwise agreed between the electrician and the company, the following model will be used for payment in respect of reduced working hours:

The converted pension contributions are accrued continuously in the public holiday/free choice account to cover the agreed reduction in working hours.

When taking time off under the senior agreement, pay will be docked correspondingly, and an amount from the public holiday/free choice account will be paid out instead.

When taking a whole day off under the senior agreement, a sum shall be payable corresponding to daily pay of 7.4 hours per day. The payout must never exceed the amount saved up at any given time, however.

In all other respects, the public holiday/free choice account is handled in accordance with Section 15 and Annex 1(6)(6) of the Electricians' Collective Agreement.

When an agreement has been entered into regarding reduced working hours, the electrician must give the company written notification by 1 November as to whether, in the upcoming calendar year, the electrician wishes to have pension contributions and accrued savings in the public holiday/free choice account converted into ongoing payouts, including the number of senior days off. This choice is binding on the employee and will also apply to future calendar years. Nevertheless, the employee has the opportunity to inform the company by 1 November each year whether any changes are desired for the upcoming calendar year.

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

1.3

At the annual discussion, the electrician and the company furthermore have the opportunity to discuss and enter into a written individual agreement to establish how the electrician's work tasks could be arranged with a view to retaining the electrician in the labour market.

1.4 Employees on an old-age pension or early retirement benefits

In order to give employees on an old-age pension or early retirement benefits the opportunity to maintain their link with the labour market by working to a limited extent or working occasionally, an individual written agreement can be entered into by the company and the electrician regarding the electrician's terms and conditions of employment, regulating aspects such as

- Working hours
- Avoiding accrual of pension contributions so that these can instead be paid out continuously as wages
- Avoiding accrual of public holiday/free choice payments so that these can instead be paid out continuously as wages
- Termination of the agreement

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

2. Employment on special conditions

In the case of impaired working capacity due to illness or disablement, the organisations may, at the request of the electrician and the company in question, grant an exemption from the provisions of the collective agreement.

Note: The organisations appoint a committee to review guidance on "Policy on senior workers" during the life of the collective agreement.

Section 11 Productivity-enhancing pay systems

1.

The organisations agree that all work suitable for categorisation as piecework should be carried out and paid for as piecework according to the Piecework system for the electrical industry (EBA) or another form of piece work agreement in accordance with Sections 12.1, 12.2 and 12.3, or via a productivity-enhancing pay system in accordance with this Section. Where this is not possible, reference is made to the provisions laid down in Section 9.2 and 9.3.

2.

The Piecework system for the electrical industry (EBA) is applicable to installation work carried out for members of TEKNIQ Arbejdsgiverne, and both parties commit themselves to observing this. The National Schedule of Wages shall run in parallel with the collective agreement, and shall terminate at the same time as the collective agreement.

Similarly, the adopted Schedule of Wages for Overhead Cable Work shall run parallel to the collective agreement and shall terminate at the same time.

3.

In the event that local agreement exists to develop and utilise a productivity-enhancing pay system at a company, or for groups within a company, there may not be concomitant use of piecework in accordance with the Piecework system for the electrical industry (EBA) once the new pay system has been introduced, or where there is agreement to test such a system for a particular period of time. Sections 12.1, 12.2 and 12.3 of the Electricians' Collective Agreement as well as the Piecework system for the electrical industry (EBA) shall not apply to such pay systems unless otherwise agreed.

4.

It is recommended that such pay systems should be based on open and transparent principles. A pay system should be simple to introduce, easy to administer and easily adapted to altered conditions, and should encompass rules for giving notice, see Section 5 of the Electricians' Collective Agreement.

5.

Position assessment, personal qualifications, training, result-based pay, bonuses, project pay, etc., are elements that may be included in a pay system.

6.

Payment via such pay systems may be altered once per collective agreement year at most. This provision does not cover existing local wage agreements for defined projects, which by their nature cannot be terminated or cease before the work is completed.

Section 12.1 – The Piecework system for the electrical industry (EBA)

General information

The provisions laid down in Sections 12.1 and 12.3 shall apply to work carried out and paid for as piecework in accordance with the Piecework system for the electrical industry (EBA).

At the commencement of all piecework done in accordance with EBA, piecework contracts shall be issued specifying the type and extent of the work, etc., using the form compiled by TEKNIQ Arbejdsgiverne and the Danish Union of Electricians. The piecework contract shall be provided in two copies, both of which shall be signed by the employer – or his representative – and the pieceworker. The piecework contracts shall be supplied by the company.

Upon entering into the piecework agreement, the basis on which the combined piecework time is to be settled must be agreed.

The time is settled in one of the following ways:

- a. The company's measurement in accordance with EBA is ascribed to the piecework contract. In the event of changes in the course of the work pertaining to the project measured by the company, adjustment of the company's measurement will be agreed.
- b. The pieceworker measures the project in accordance with EBA during the work or upon completion.
- c. The pieceworker and the company each measure their agreed part of the project in accordance with EBA during the work or upon completion.

Comment: For reasons of the Parties' overview of project implementation, the professional bodies recommend that measuring should be done while the work is being completed.

The piecework contract shall furthermore include agreement on *additions for indirect work operations* as well as *workplace-specific additional time*, adapted to the specific type of construction. If different additions are used in construction, these must be documented as annexes to the piecework contract.

Furthermore, the professional bodies agreed to fixed additions for personal time.

2.

For materials or work operations not found in EBA, operational times or working periods are agreed locally, as are any agreements on the use of combined performance and/or modules.

This could happen, for example, if the pieceworker adopts the company's measurement after reviewing it, or if the working period is established collaboratively by agreement on the matter or as agreed in any other way. If measurement of operational times is required, please refer to the guide prepared by the professional bodies.

3.

In all piecework, the pieceworker (the signatory of the piecework contract) shall be responsible for ensuring that the work is carried out in accordance with the drawings and descriptions, as well as other instructions – which should as far as possible be given in writing – for the relevant work.

4.

For piecework, each electrician shall receive his normal hourly pay, paid in advance (for overtime, see Section 13.4).

5.

In the case of large piecework contracts, the electrician shall be entitled after 6 weeks of work to demand a further advance payment, provided that the employer and the electrician agree that the piecework carried out can support a further advance payment. Apprentices can participate in piecework bonuses agreed individually with the pieceworker.

6.

If the prerequisites for the piecework contract change significantly or are breached, the pieceworker and the company may enter into negotiations to change the fundamental prerequisites concerning piecework. This could come about through a temporary or permanent change in the above percentage additions, or by some other method agreed between the Parties.

7.

If time is wasted for the electrician, inevitably and through no fault of the electrician's own, through the late delivery of materials which were requisitioned by the electrician in writing and at least 24 hours in advance, the electrician shall be reimbursed at the applicable hourly pay of the electrician in question, provided that the late delivery has verifiably delayed the implementation of the work and that the electrician has not been assigned other work in the interim.

The time wasted for the electrician by being required to wait for punctually requisitioned materials, or orders from the senior fitter or another representative of the employer, shall be reimbursed at the applicable hourly pay of the electrician in question, provided that other work has not been available at the same workplace which could have been carried out in the interim.

8.

If an electrician is moved to another job unrelated to the agreed project during normal working hours, the time involved shall be paid at the hourly pay applicable to the electrician unless a different payment agreement is in place.

9.

If, in connection with piecework, the company requires the pieceworker and any piecework participants to attend site meetings, access courses for access to building sites and special requirements for courses in connection with the work involved in the piecework, the time thus involved shall be paid as day wage hours unless the Parties have specified in connection with the piecework that the time thus spent is included in the agreed additions to the piecework for indirect or workplace-specific time.

10. Conclusion of the piecework

Once the work is completed, the piecework must be settled.

The professional bodies have prepared a form for use in completing and settling piecework.

If agreement cannot be reached as to when the piecework was completed, both Parties have the opportunity to present a claim in an industrial procedure via a mediation meeting held no later than on the 3rd working day after receipt of the request for mediation in the respective professional bodies.

In the measurement of piecework covered by the EBA, both employers and electricians who feel they lack sufficient familiarity with the EBA may demand that the measurement be undertaken with the assistance of experienced persons.

In the measurement of work in which one party has requested assistance, the counterparty or his representative is entitled to be present.

Payment for assistance requested by one of the parties shall not be the concern of the counterparty.

Negotiations on measurement shall occur directly between the company and the pieceworker, and neither of the parties shall be obliged to negotiate with the other party's advisor, who shall only be present to provide assistance for the party who has contacted him.

11. Settlement of piecework

The piecework contract must specify how the piecework is to be measured.

Settlement of piecework contracts entered into in accordance with Section 12, subsection 1a:

For piecework where the company's measurement in accordance with EBA was the basis of the piecework contract, the company shall prepare a draft statement of the work done. Changes, additions and cancelled work agreed between the Parties during completion of the work shall be shown on this statement. The statement shall include a statement and specification by the metre and by each item of materials, and labour expended and the measurement shall be divided into appropriate sections, e.g. by building sections, floors, types of installation, bill of quantities, etc., so as to achieve a proper overview of the project thus measured. In addition, hourly accounts, distribution list, help with the project from apprentices, etc., shall be stated on the measurement/statement prepared.

The statement shall be issued to the pieceworker as soon as possible after completion of the work so that discussions with the pieceworker about the final settlement can take place before the deadline below.

The company and the pieceworker shall use the company's draft statement as the starting point for their discussion with a view to reaching agreement on a final statement to conclude the piecework. These discussions must be brought to an end no later than 15 working days after the conclusion of the piecework*), unless otherwise agreed in writing in the specific instance.

*) Reference is made to the form relating to completing and settling piecework; see page 124.

If the above deadlines – either 15 working days or another time limit agreed in writing – are not adhered to, the pieceworker is entitled to demand that the matter be submitted to industrial arbitration, with a mediation meeting held no later than the 3rd working day after receipt of the mediation request by TEKNIQ Arbejdsgiverne.

If the conclusion of the industrial procedure is that the company has been responsible for failing to meet the above deadline, the company may be required to partially or wholly reimburse the pieceworker's pay for settlement of the work.

Where there is agreement concerning the statement, any discrepancy must be settled, as far as possible, on the first subsequent payday, but no later than the 15th working day after agreement has been reached, unless otherwise agreed in writing in the specific instance.

If agreement cannot be reached in the matter of settling the piecework, including the work done, adjustments, additional works, hourly accounts as well as distribution lists, etc., the company shall settle any difference in respect of the part of the work where there is agreement in accordance with the above deadline. The pieceworker then has the opportunity to bring the dispute before an industrial procedure in accordance with the rules of Section 20 of the Electricians' Collective Agreement.

Settlement of piecework contracts entered into in accordance with Section 12, subsection 1b:

For piecework where the pieceworker measures the project in accordance with EBA, the measurement/settlement shall be submitted to the company no later than 15 working days after the completion of the work*) unless otherwise agreed in writing in the specific instance. The measurement shall include settlement and specification by the metre and by each piece of materials and labour expended, and the measurement shall be divided into appropriate sections, e.g. by building sections, floors, types of installation, bill of quantities, etc., so as to achieve a proper overview of the project thus measured. In addition, hourly accounts, distribution list, help with the project from apprentices, etc., shall be stated on the measurement/statement submitted.

*) Reference is made to the form relating to completing and settling piecework; see page 122.

If the deadlines – either 15 working days or another time limit agreed in writing – are not adhered to, the company is entitled to demand that the matter be submitted to industrial arbitration, with a mediation meeting held no later than the 3rd working day after receipt of the mediation request by the Danish Union of Electricians.

If the conclusion of the industrial arbitration is that the pieceworker has been responsible for failing to meet the appointed deadline, he may be required to partially or wholly reimburse the company's expenses for the measurement work.

Once the company has received the piecework measurement/statement, any difference shall as far as possible be settled on the following payday, but no later than the 15th working day after the electrician has submitted the measurement, unless otherwise agreed in the specific instance.

If doubt arises concerning the correctness of parts of the content on the measurement, settlement shall however take place in accordance with the above for that part of the work for which there is agreement.

The employer shall define its criticism of the content into parts of the measurement that cannot be recognised.

When several individuals take part in the piecework, they shall be given the opportunity to familiarise themselves with the measurement and any corrections undertaken.

In the event that the above rules for payment and criticism fail to be observed, the company's right to object shall cease, and payment shall take place in accordance with the measurement submitted by the pieceworker.

Settlement of piecework contracts entered into in accordance with Section 12, subsection 1c:

For piecework where the pieceworker and the company each measure their part of the project in accordance with EBA, the pieceworker's measurement/settlement shall be submitted to the company as soon as possible and no later than 15 working days after the completion of the work*) unless otherwise agreed in writing in the specific instance. Similarly, the company's measurement/statement shall be submitted to the pieceworker.

Common to both Parties' statements is that they contain a specification by the metre and by each item of materials, and the labour and measurement shall be divided into appropriate sections, e.g. by building sections, floors, types of installation, bill of quantities, etc., so as to achieve a proper overview of the project thus measured. Furthermore, hourly accounts and a distribution list shall be prepared in the same way, and due account shall be taken of any help with the piecework from apprentices, etc.

The company and the pieceworker shall use the company's and the pieceworker's draft statements as the starting points for their discussion with a view to reaching agreement on a final statement

to conclude the piecework. These discussions must be brought to an end no later than 15 working days after the conclusion of the piecework*), unless otherwise agreed in writing in the specific instance.

*) Reference is made to the form relating to completing and settling piecework; see page 123.

If the above deadlines – either 15 working days or another time limit agreed in writing – are not adhered to by one of the Parties, the second Party may be entitled to demand that the matter be submitted to an industrial procedure, with a mediation meeting held no later than the 3rd working day after receipt of the mediation request by the Danish Union of Electricians/TEKNIQ Arbejdsgiverne.

If the conclusion of the industrial procedure is that the pieceworker has been responsible for failing to meet the above deadline, the pieceworker may be required to partially or wholly pay the company's expenses for the measurement work.

If the conclusion of the industrial procedure is that the company has been responsible for failing to meet the above deadline, the company may be required to partially or wholly reimburse the pieceworker's pay for settlement of the work.

Where there is agreement concerning the statement, any discrepancy must be settled, as far as possible, on the first subsequent payday, but no later than the 15th working day after agreement has been reached, unless otherwise agreed in the specific instance.

If agreement cannot be reached in the matter of settling the piecework, including the work done, adjustments, additional works, hourly accounts as well as distribution lists, etc., the company shall settle any difference in respect of the part of the work where there is agreement in accordance with the above deadline. The pieceworker then has the opportunity to bring the dispute before an industrial procedure in accordance with the rules of Section 20 of the Electricians' Collective Agreement.

General information

Agreements for deadlines shall be drawn up in writing and signed by the company and the pieceworker.

In the event of difficulties in complying with time limits due to unforeseen events, e.g. illness, etc., there will be an opportunity to obtain a further deadline with the participation of the professional bodies. This possibility applies to all piecework types in accordance with Section 12.1.

12. Guarantee payment and sharing the piecework bonus

"Hourly piecework earnings" means the combined piecework total (including payment for the company's hours and customer hours) which – after deduction of payment for apprentices helping with the piecework – is divided by the total number of journeyman hours (including the company's hours and customer hours) involved in the piecework.

As a basis for earnings in piecework projects, the individual electrician must be guaranteed a payment that at least equates to his personal hourly pay – capped at 1.5 x the minimum payment rate.

For hourly earnings within 2.0 x the minimum payment, the entire earnings go to the piecework participants.

If the piecework attracts payment in excess of 2.0 x the minimum payment per hour, the company is given a 12.5% share of this additional income, and the remainder is paid to the piecework participants.

If the piecework attracts payment in excess of 2.25 x the minimum payment, the firm's share is 25% of the additional income, and the remainder is paid to the piecework participants.

If the payment exceeds 2.5 x the minimum payment, the firm's share is 37.5% of the additional income, while the remainder is paid to the piecework participants.

In the period from 1 March 2020

	DKK per hour			
Guaranteed payment, personal hourly pay, capped at	181.50			
For piecework income exceeding	242.00	the company's share	12.5%	of the additional income
For piecework income exceeding	272.25	the company's share	25.0%	of the additional income
For piecework income exceeding	302.50	the company's share	37.5%	of the additional income

In the period from 1 March 2021

	DKK per hour			
Guaranteed payment, personal hourly pay, capped at	185.25			
For piecework income exceeding	247.00	the company's share	12.5%	of the additional income
For piecework income exceeding	277.90	the company's share	25.0%	of the additional income
For piecework income exceeding	308.75	the company's share	37.5%	of the additional income

In the period from 1 March 2022

	DKK per hour			
Guaranteed payment, personal hourly pay, capped at	189.00			
For piecework income exceeding	252.00	the company's share	12.5%	of the additional income
For piecework income exceeding	283.50	the company's share	25.0%	of the additional income
For piecework income exceeding	315.00	the company's share	37.5%	of the additional income

13. Apprentices helping with piecework

Payment rates for apprentices helping with piecework.

If apprentices, apprentice electricians or adult apprentices are used to provide assistance, they are included in the piecework at the payment rates below in Danish kroner per hour calculated from the date of qualification specified in the training contract. Apprentices can participate in piecework bonuses, see subsection 5.

The rates are established at the minimum payment rate from time to time applicable to the apprentice in question in accordance with the collective agreement with an addition of 33 1/3%.

For apprentice electricians (adult training programme) and adult apprentices, however, the addition is capped at 33 1/3% of the apprentice rate for the 4th year of apprenticeship, see Section 17 of the Electricians' Collective Agreement.

Payment rates for apprentices helping with piecework are as follows:

Rate	Wage periods	1 March 2020	1 March 2021	1 March 2022
1	0–1 years	86.95	88.40	89.85
2	1–2 years	99.25	100.95	102.65
3	2–3 years	117.95	119.95	121.95
4	3–4 years	140.80	143.20	145.65
5	Over 4 years:	163.00	165.75	168.60
Adult apprentices		157.35	160.45	163.55

14. Disputes

1. Any disputes shall be dealt with in accordance with Section 20 of the Electricians' Collective Agreement, "Rules for the conduct of industrial conflicts". Nevertheless, cases relating to questions of contractually agreed work studies shall be handled by work studies committees appointed jointly by the professional bodies.
2. The professional bodies have entered into an agreement on guidelines for the application of work studies. These lay down basic rules for the application of work studies.
3. The professional bodies appoint a work studies committee consisting of 6 members, 3 of whom are chosen by TEKNIQ Arbejdsgiverne and 3 by the Danish Union of Electricians.

The committee is tasked with managing, coordinating and developing the new time-based piecework system, and to help disseminate knowledge of work studies so that companies and employees will have greater awareness of these with a view to promoting mutual collaboration.

The committee shall thus be the processing organ for the professional bodies in all matters pertaining to work studies and the piecework system.

Section 12.2 Other type of piecework

GENERAL

The provisions laid down in Section 12.2 and 12.3 shall apply to work carried out and paid for as piecework as another piecework agreement type.

1. At the commencement of piecework carried out according to a different type of piecework agreement, piecework contracts shall be issued specifying the type and extent of the work, etc., using the form compiled by TEKNIQ Arbejdsgiverne and the Danish Union of Electricians.

The piecework contract shall be provided in two copies, both of which shall be signed by the employer – or his representative – and the pieceworker. The piecework contracts shall be supplied by the company.

2. In all piecework, the pieceworker (the signatory of the piecework contract) shall be responsible for ensuring that the work is carried out in accordance with the drawings and descriptions, as well as other instructions – which should as far as possible be given in writing – for the relevant work.
3. For piecework, each electrician shall receive his normal hourly pay, paid in advance (for overtime, see Section 13.4).
4. In the case of large piecework contracts, the electrician shall be entitled after 6 weeks of work to demand a further advance payment, provided that the employer and the electrician agree that the piecework carried out can support a further advance payment. Apprentices can participate in piecework bonuses agreed individually with the pieceworker.
5. Negotiations on measurement shall occur directly between the company and the relevant electrician or electricians who carried out the piecework, and neither of the parties shall be obliged to negotiate with the other party's advisor, who shall only be present to provide assistance for the party who has contacted him. Payment for assistance requested by one of the parties shall not be the concern of the counterparty.
6. If time is wasted for the electrician, inevitably and through no fault of the electrician's own, through the late delivery of materials which were requisitioned by the electrician in writing and at least 24 hours in advance, the electrician shall be reimbursed at the applicable hourly pay of the electrician in question, provided that the late delivery has verifiably delayed the implementation of the work and that the electrician has not been assigned other work in the interim.

The time wasted for the electrician by being required to wait for punctually requisitioned materials, or orders from the senior fitter or another representative of the employer, shall be reimbursed at the applicable hourly pay of the electrician in question, provided that other work has not been available at the same workplace which could have been carried out in the interim.

7. If an electrician is moved to another job away from the site, unrelated to the agreed project during normal working hours, the time involved shall be paid at the hourly pay applicable to the electrician unless a different payment agreement is in place.

SETTLEMENT OF THE PIECEWORK AND PAYMENT OF BONUS

8. Once the work is completed, the piecework must be settled. The professional bodies have prepared a form for use in completing*) and settling piecework.

*) Reference is made to the form relating to completing and settling piecework; see page 122.

If agreement cannot be reached as to when the piecework was completed, both Parties have the opportunity to present a claim in an industrial procedure via a mediation meeting held no later than on the 3rd working day after receipt of the request for mediation in the respective professional bodies.

Unless otherwise agreed, the accounts shall be submitted to the company within 15 working days following completion of the piecework in question.

These accounts shall include inter alia hourly accounts, distribution list, statement of any apprentices helping with piecework, etc.

9. After the company has received the piecework measurement/statement, any difference shall be settled no later than 15 working days after the electrician has submitted the measurement, whereby the deadline for criticism expires unless otherwise agreed in the specific instance.

Agreements for deadlines shall be drawn up in writing and signed by the company and the pieceworker.

In the event of difficulties in complying with time limits due to unforeseen events, there will be an opportunity to obtain a further deadline with the organisations' participation.

If doubt arises concerning the correctness of one or more points in the accounting, settlement shall however take place in accordance with the above for that part of the work for which there is agreement.

The pieceworker then has the opportunity to bring the dispute before an industrial procedure in accordance with the rules of Section 20 of the Electricians' Collective Agreement.

When several individuals take part in the piecework, they shall be given the opportunity to familiarise themselves with the accounting and any corrections undertaken.

In the event that the above rules for payment and any objections to individual points fail to be observed, the company's right to object shall cease, and payment shall take place in accordance with the accounting submitted by the pieceworker.

APPRENTICES HELPING WITH PIECEWORK

Payment rates for apprentices helping with piecework.

10. If apprentices, apprentice electricians or adult apprentices are used to provide assistance, they are included in the piecework at the payment rates below in Danish kroner per hour calculated from the date of qualification specified in the training contract, but do not participate in the piecework bonus. Apprentices can participate in piecework bonuses agreed individually with the pieceworker.

The rates are established at the minimum payment rate from time to time applicable to the apprentice in question in accordance with the collective agreement with an addition of 33 1/3%.

For apprentice electricians (adult training programme) and adult apprentices, however, the addition is capped at 33 1/3% of the apprentice rate for the 4th year of apprenticeship, see Section 17 of the Electricians' Collective Agreement.

Payment rates for apprentices helping with piecework are as follows:

Rate	Wage periods	1 March 2020	1 March 2021	1 March 2022
1	0–1 years	86.95	88.40	89.85
2	1–2 years	99.25	100.95	102.65
3	2–3 years	117.95	119.95	121.95
4	3–4 years	140.80	143.20	145.65
5	Over 4 years:	163.00	165.75	168.60
Adult apprentices		157.35	160.45	163.55

1. General information

As far as possible, staffing for piecework should be agreed between the company and the pieceworker with a view to achieving appropriate and effective staffing levels. In the event of any dispute, the employer may increase or reduce the number of piecework participants where there are objective reasons for doing so. If the pieceworker finds the level of staffing unreasonable, the matter can be dealt with by industrial arbitration at a mediation meeting to be held no later than the 3rd working day after TEKNIQ Arbejdsgiverne receives the request for mediation.

2. Pieceworker

The pieceworker cannot be dismissed unless this is required by unforeseen circumstances. Unforeseen circumstances may for example include the cancellation of the work or its delay for a long period of time, or a work stoppage approved by the organisations.

In the case of cancellation of the work, the work carried out shall be measured up, and any bonus paid out in accordance with the number of hours of work spent on the piecework.

In the case of delay of the work, it shall be agreed in each individual instance whether the work carried out is to be measured and any bonus paid out.

Such delays must not exceed 14 days, unless otherwise agreed in writing. The Parties may renew the contract if the delay in the work lasts longer than agreed.

Measurement is not usually carried out in the case of organisation-approved work stoppages, as it is assumed that the work will continue once the conflict has been resolved.

3.

In the case of wrongful dismissal of the pieceworker, the latter is entitled to that part of the piecework sum to which he is entitled in relation to the number of hours he has worked. He is also entitled to payment of an amount corresponding to the entire remaining part of the piecework at the time of dismissal – however, not exceeding 1 month's earnings on the piecework in question.

4.

The pieceworker may not abandon his work before it is completed unless by prior previous agreement with the employer or his representative, unless forced to do so by unforeseen circumstances. Unforeseen circumstances may for example include illness, military service or a work stoppage approved by the organisations.

5.

If the pieceworker leaves the piecework without due cause, he or she shall forfeit the right to the remaining wages, however not exceeding 9 working days, and the share of the bonus from the piecework not yet concluded*); however, the total of this forfeiture shall not exceed an amount corresponding to 1 month's earnings on the relevant piecework.

6.

If the pieceworker abandons the piecework by arrangement with the employer or his representative, he shall retain the right to a share of the bonus in relation to the number of hours he has worked. The bonus shall however not be paid out until the work is concluded and measurements calculated. This shall also apply to any other piecework in which the individual has participated.

The person concerned is entitled to advance payment on a par with the other piecework participants, in proportion to the number of hours he has worked.

7. Other pieceworker participants

When a piecework participant is transferred by the employer or his representative to other work, or is dismissed due to a lack of work or other unforeseen circumstances, he shall retain the right to a share in the bonus paid out in proportion to the number of hours he has worked, though not until the work in question has been concluded and measurements calculated.

8.

If a piecework participant abandons the work without due cause and without prior agreement, or without giving at least 14 days' written notice, he shall forfeit his right to the remaining wages, though no more than for 9 working days, as well as the share in the bonus arising from the piecework not yet concluded*); however, the total shall not exceed an amount corresponding to 1 month's earnings on the work in question. The share in the bonus shall be payable to the other piecework participants.

*) Concluded piecework is defined as piecework for which measurement has been submitted to the company in a timely manner.

Note: In relation to the provisions laid down in Section 12.3, it is noted that if an electrician wishes to abandon his piecework due to an offer of permanent employment or the like, the employer should not decline to reach agreement with the electrician concerning the right to retain a share in the bonus

Section 13 Overtime

1.

When an electrician is required to work overtime, this shall be paid at the following supplementary rates per hour of overtime:

Starting 1 March 2020, the supplementary rate per hour of overtime shall be:

First and second hour after normal working hours DKK 88.35

All overtime beyond this DKK 132.30

Starting 1 March 2021, the supplementary rate per hour of overtime shall be:

First and second hour after normal working hours DKK 89.75

All overtime beyond this DKK 134.40

Starting 1 March 2022, the supplementary rate per hour of overtime shall be:

First and second hour after normal working hours DKK 91.20

All overtime beyond this DKK 136.55

Comment: Effective date – see Annex 15.

2.

At companies where the electrician goes home during the lunch break, notice of overtime on the relevant day shall be provided before the lunch break.

3.

In the case of work on local public holidays, 1 May, 5 June (Constitution Day in Denmark) and 24 December (Christmas Eve), normal hourly pays shall be paid as well as the supplementary overtime rate in accordance with subsection 1 of this Section.

(Advance payment for public holidays shall be paid in accordance with Section 15, even if work is done during all or part of the holiday.)

4.

Overtime supplementary rates paid for piecework shall not be included in the piecework calculations.

5.

Time spent on meals and breaks shall not be included in the calculation of overtime.

Absence during normal weekly working hours shall be deducted from overtime calculations, unless the absence was not the fault of the electrician. Any such absence shall however be reported to and approved by the employer in a timely manner.

Time off which has been agreed upon in advance shall not be considered absence from work.

6.

TEKNIQ Arbejdsgiverne and the Danish Union of Electricians agree that within TEKNIQ Arbejdsgiverne's area it is inevitable that situations will arise which necessitate overtime in the course of a company's normal operations, or in order to fulfil agreed orders, commitments etc. in a timely manner.

7. Time off in lieu (applicable to time off in lieu not derived from systematic overtime, cf. subsection 13)

The parties agree to limit overtime as far as possible. Time off in lieu shall not be provided for overtime, provided the overtime of an individual electrician does not exceed a total of 8 hours within 2 consecutive wage periods, unless otherwise agreed by the electrician and the employer.

Existing options for initiating overtime pursuant to the other rules of the Electricians' Collective Agreement are unaffected by the option of notifying systematic overtime.

Attention is however drawn to Section 50 of the Danish Working Environment Act.

8.

Overtime exceeding the above-mentioned limit shall be compensated for with time off in lieu, which may be provided within a period of up to 3 months after the performance of the overtime, though always before the electrician's departure from the company.

The overtime supplementary rate for all overtime hours shall be paid on the first subsequent pay-day.

The hourly payment for overtime hours qualifying the electrician for time off in lieu shall be deposited until the time off is taken, and shall be calculated at the hourly pay applicable to the person concerned at the time of taking the time off.

Illness is regarded as an obstacle to taking time off in lieu, provided that the electrician calls in sick at the start of normal working hours on the day on which time off in lieu was to have been taken. If more than one day of time off in lieu was planned, the obstacle to taking time off in lieu also applies to illness on any subsequent days of time off in lieu.

9.

At companies where a trade union representative/shop steward is elected, the local parties may decide whether the overtime worked – besides that mentioned in subsection 7 – is to be compensated for with time off in lieu.

10.

Applications for exemptions are to be forwarded no more than 8 days after the commencement of the extended overtime.

11.

When the national rate of unemployment for electricians is 2 per cent or less, all obligation to take time off in lieu of overtime shall cease.

12.

When the aforesaid rate of unemployment is 3 per cent or more, the provisions of subsections 8, 9 and 10 of this Section shall again enter into force.

13. Systematic overtime

At companies with variable production needs, and where the local parties have sought in vein to achieve a local agreement on varying weekly working hours, see Section 7a, the company may notify systematic overtime. Systematic overtime may not exceed 5 hours per calendar week and 1 hour per day and must be added to the individual employee's normal working hours.

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

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

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

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

Note: See also the protocol on access to further time overtime free of time off in lieu in special cases – Annex 10.

Note: The implementation of the EU Working Time Directive is described in Annex 7a.

Note: Protocol on unemployment percentages – see Annex 12.

14. Emergency cover

If an electrician is called into work from home outside normal working hours, the electrician, in addition to the normal hourly pay and overtime bonus for the hours worked and the transport time to and from work, shall be paid an emergency cover supplement, which is

As of 1 March 2020..... DKK 132.30

As of 1 March 2021..... DKK 134.40

As of 1 March 2022..... DKK 136.55

The emergency cover supplement shall not, however, be paid in the case of standby shifts; see subsection 14 of this Section.

Note: See Annex 7a on "Protocol on the EU Working Time Directive" regarding the option of locally agreeing postponement of the rest period in connection with standby shifts.

Comment: Effective date – see Annex 15.

15. Standby shifts

When an electrician, by agreement, is obliged to remain at home while on call, or in the vicinity of home, where he can be contacted, a payment shall be made for standby shifts.

During on-call shifts which solely encompass public holidays and/or the period from the end of normal working hours on Saturday (or Friday, if a free Saturday scheme has been introduced) until the start of normal working hours on the following Monday, the rate paid is

1 March 2020 hourly DKK 21.60

For standby shifts outside the above-mentioned periods, the hourly rate shall be..... DKK 16.50

If someone is called in to work during a standby shift, the standby shift payment shall cease, and payment shall be made at the normal hourly pay, plus a supplement in accordance with subsection 1 of this Section.

Note: See Annex 7a on "Protocol on the EU Working Time Directive" regarding the option of locally agreeing postponement of the rest period in connection with standby shifts.

Comment: Effective date – see Annex 15.

Section 14 Off-site work and external service

Working

1. Working

Work in Denmark is paid in accordance with Sections 9, 11, 12 and 13.

2. Meals and accommodation

If overnight accommodation is required, the employer must:

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

A part-payment shall be provided as an advance payment to cover expenses for accommodation and meals.

3. Local arrangements

Off-site work and external service (excluding accommodation and meals) shall be remunerated according to the local agreement.

Where no such agreement exists, off-site work and external service shall be remunerated in accordance with subsections 4–14 of this Section.

4. Distance in km – up to and including 14 km

With the company's registered office (permanent address) as the starting-point, the following shall apply:

For distances to the workplace up to and including 14 km as a straight line through the air, travel time and transport expenses shall not be paid if the electrician, by arrangement, is required to arrive at the workplace at a time determined by the company.

5.

If geographical factors mean that the nearest route is more than 16 km, payment shall be made in accordance with subsection 6 of this Section.

6. Over 14 km up to and including 40 km

When the distance from the company's registered office is more than 14 km as a straight line through the air, the company shall pay the electrician's travel time and transport expenses.

The distance shall be calculated in both directions from the company's address to the workplace, and by the cheapest route for the company, irrespective of the location of the electrician's place of residence.

Travel time

Travel time is paid for before the electrician's normal working hours at the hourly pay applicable to the electrician.

Outside normal working hours, the hourly rate payable isDKK 46.40

Transport costs

The company shall reimburse the electrician's expenses for second-class rail and sea transport, or other public transport, to the extent that no advance agreement has been concluded between the company and the electrician concerning another mode of transport.

Company's vehicles

If the electricians utilise the company's vehicles, no compensation (transport expenses) shall be provided. The companies shall be obliged to supply electricians with the necessary vehicle equipment for such travel.

Travel time shall be paid in accordance with the above. However, in the case of the driver, a payment shall be made outside normal working hours at the hourly pay for the electrician concerned, as well as any applicable overtime supplement in accordance with Section 13.

7. Over 40 km

When the distance from the company to the workplace is more than 40 km as a straight line through the air, the electricians thus dispatched shall be paid accommodation expenses in accordance with subsection 2 of this Section, as well as for travel time and transport expenses in this connection, in accordance with subsection 6 of this Section.

If travel time outside normal working hours amounts to less than 3 hours per day, payment may only be made in accordance with item 6 of this Section.

8. Own means of transport

The parties agree that the employer cannot demand that the electrician shall make his own transport available.

9. Bicycles and mopeds

If the employer makes bicycles or mopeds available for use within working hours, the electrician cannot demand compensation for utilising these.

If the electricians make bicycles or mopeds available, compensation shall be paid for these.

10. Call-out

In the case of call-out from the workplace to either the company's registered office (permanent address) or to another workplace, the company shall pay the electrician's travel time and transport expenses.

11. Engagement at the workplace

Direct engagement of new electricians at the workplace – without payment of accommodation expenses – may occur when the distance from the company to the workplace is more than 40 km as a straight line through the air.

In the case of the transfer of directly-engaged electricians to other workplaces outside the same area, or back to the company, payment shall be made in accordance with subsection 12 of this Section.

12. Transfer of electricians

Electricians who by arrangement are transferred from one department or branch of a company to another are for the first month following the transfer entitled to receive the same mileage allowance, travel time compensation or accommodation expenses as an electrician dispatched from the original department.

The same rules shall apply to any renewed transfer.

13. Disputes

If there is disagreement at a workplace between the company and one or more electricians concerning the correct payment according to this Section, and a case is brought before the counterpart

organisation concerning this matter, the organisational decision shall apply only to those electricians recruited after this matter was raised, or who at that time had been employed at the workplace in question for no more than two months.

14. Work on board ships

In the case of work on board ships plying between Danish ports, ship trials or return trips between Danish and foreign ports, hourly payment shall be made for work outside normal working hours, at the rate of DKK 46.40. To this must be added any expenses for meals and accommodation.

For sailing on Sundays, public holidays and previously arranged free weekdays, payment shall however always be made for at least 8 hours of work with public holiday supplement, irrespective of the number of hours worked.

1.

The Danish Union of Electricians and TEKNIQ Arbejdsgiverne agree that the applicable Electricians' Collective Agreement between the parties, and the associated piecework systems, shall not apply to work abroad, including Greenland and the Faroe Islands.

When electricians are sent to work abroad, including Greenland and the Faroe Islands, special individual agreements must be concluded between the electricians and the employer prior to the commencement of the journey.

The Danish Union of Electricians and TEKNIQ agree that these special agreements shall encompass:

1. Pay and working conditions.
2. Working hours
Normal working hours may be determined by individual agreement between the electrician and the electrical contractor.
3. Travel and transport
4. Meals and accommodation
5. Provisions on the handling of disputes
6. The duration of the work to be performed abroad
7. The currency in which payment for the work is to be made
8. If relevant, the advantages in cash expenses and payment in kind associated with the foreign trip
9. The conditions applying to any subsequent continuation of the employment in Denmark
10. Information on insurance policies taken out for the electrician

– as well as, as a minimum, the information described in Section 6, subsection 1 of the Electricians' Collective Agreement regarding the implementation of EC Directive 91/533 on an employer's obligation to inform employees of the conditions applicable to the contract or employment relationship.

Reference is made to the guidelines compiled by TEKNIQ Arbejdsgiverne and the Danish Union of Electricians on working abroad. These guidelines include an example of an employment contract which fulfils the minimum conditions set out in the aforesaid EC Directive.

Note: The implementation of the EU Working Time Directive is described in Annex 7a.

Section 15 Payment for public holidays, extra days off and free choice scheme

1.

Electricians are paid for public holidays, 1 May, 5 June (Constitution Day in Denmark) and 24 December (Christmas Eve) if these occur on a working day.

Extra days off shall similarly be paid via the public holidays account, and payment shall be made for a total of 5 extra days off.

To finance public holidays, extra days off and the free choice scheme etc., the employer shall deposit 7.2% of the employee's pay qualifying as holiday entitlement:

	1 March 2020	1 March 2021	1 March 2022
Public holidays, days off as per the collective agreement and extra days off	6.20%	6.20%	6.20%
Free choice scheme:	5.00%	6.00%	7.00%
Overall accrual in total:	11.20%	12.20%	13.20%

The sum shall include holiday allowance for public holidays/extra days off and the free choice scheme.

Agreement can be reached with individual employees for the annual increase of 1% in the free choice scheme to be paid out continuously with wages. However, as a prerequisite, the company must be able to document that a dialogue has taken place about continuous payment. The parties to the collective agreement encourage the company to take the initiative in a dialogue with the employees about the options for the free choice scheme. If there is continuous payout of contributions to the free choice scheme, holiday allowance/holiday bonus will not be calculated in respect of these contributions.

Annex 26 applies in the transitional period from 1 May 2020 to 31 December 2020 in relation to extra days off.

As of 1 January 2021, the following applies to extra days off:

The employee is entitled to take 5 extra days off per calendar year. Extra days off are scheduled by agreement or notification can be given in accordance with the rules of the Danish Holidays with Pay Act governing residual holiday. The electrician is entitled to payment for public holiday payment/extra days off immediately from the commencement of employment.

Irrespective of changes in job, no more than 5 extra days off may be taken in any one calendar year.

2.

Advance payment shall be made of the individual electrician's deposited holiday entitlement at the same time as payment of the wages for the week which contains a public holiday or extra days off. The advance payout must never exceed the amount accrued at any given time, however.

3.

The advance payments referred to in subsection 2 amount to: DKK 1,300.00 per day.

1 May, 5 June (Constitution Day in Denmark) and 24 December (Christmas Eve) are regarded as full public holidays.

In the same way, by agreement, payment can be made when taking childcare days, for absence to attend medical appointments with a child and for a child's second day of illness, as well as for senior days off, if the employee so desires.

4.

The individual electrician's account for public holidays/extra days off, and the free choice scheme, shall be settled, and the remaining amount paid, each year in the final wage payment of the calendar year, unless the individual electrician submits a request prior to 30 November for the remaining amount – or part thereof – to take the form of an extraordinary pension contribution. This includes the public holiday payment for the public holidays at Christmas and the subsequent New Year's Day.

In the case of resignation, the calculation and payment of the remaining amount shall occur at the next payday.

For salaried electricians, see Annex 1, electricians employed under Section 19, and apprentice electricians employed under Section 17, reference is made to the respective sections.

TEKNIQ Arbejdsgiverne shall guarantee the payment of remaining amounts in the same way as holiday allowances, in accordance with Section 16, subsection 6.

Comment: See Annex 14 on the payment of bonus from the public holidays account.

5.

It shall in all cases be a condition for the payment of the advance payment for public holidays mentioned in subsection 3 of this Section that the relevant electrician is at work on the final working day before and – provided the employer is willing to employ the person concerned – on the first working day after the public holiday(s), and possibly other private holidays and/or closing days.

Documented illness or absence from work due to no fault on the part of the electrician, and which has been approved by the employer, shall not be considered absence from work provided that the electrician contacts the employer on the first working day after the absence to obtain such approval.

6.

If the employer refrains from approving the reasons stated by the electrician for the absence, he or she shall immediately inform the electrician of this, so that the electrician, in consultation with the Danish Union of Electricians, may have an opportunity to consider whether the employer's refusal to approve the absence is reasonable. Disputes on such questions may comprise grounds for industrial arbitration.

7.

If work is done on a public holiday, the electrician, in addition to the payment determined by the collective agreement for work on such a day, is also entitled to the advance payment determined by the above scheme.

8.

In the event of the death of the employee, the saved-up payments for public holidays and extra days off shall be paid to the estate of the deceased.

Section 16 Holiday

The Danish Holidays Act from time to time in force applies to the employment relationship.

1. Holiday year and accrual of holiday

Holiday accrued in 2018 is taken in the holiday year up to and including 30 April 2020. Holiday accrued in the first 8 months of 2019 is taken in the short holiday year 1 May 2020 – 31 August 2020.

As of 1 September 2020, the following applies:

During the holiday year, the employee accrues entitlement to 5 weeks' paid holiday. The holiday year runs from 1 September to 31 August.

Entitlement to paid holiday accrues at the rate of 2.08 days per month of employment during the holiday year.

An employee is entitled to take 5 weeks' holiday in each holiday period whether or not entitlement to paid holiday has accrued.

2. Holiday leave and the holiday period

Accrued holiday with pay is taken during the holiday period, which includes the holiday year plus 4 months such that holiday can be taken in the period 1 September to 31 December the year after.

The employee is entitled to take at least 3 weeks' accrued holiday with pay (main holiday) continuously in the period from 1 May to 30 September (the main holiday period). Other holiday days shall also be granted in a consecutive block of at least 5 days' duration. Where operational considerations make this desirable, however, the other days may be granted in the form of individual days off.

Individual companies may implement holidays either by closure of the company or by granting holidays to the employees in succession. If the latter procedure is chosen, the company shall, no later than 1 February, present a sign-up list on which the individual employees may indicate the time at which they wish to take their summer holidays.

Following negotiation with the employee, the company establishes when holidays are to be taken in the holiday period. Taking due account of the company's operations, the company shall as far as possible accommodate the wishes of the employees regarding when they wish to take their holidays, including whether the main holiday is to be held during the school summer holidays of the employee's children.

The company must inform the employee as early as possible about when holidays must be taken. The company must give notification no later than 3 months before the main holiday begins, and no later than 1 month before the holiday begins for other holiday days unless extenuating circumstances prevent this.

When the holiday amounts to one half-day or more, a whole day's time off shall be granted, though only with the earned holiday payment. When the holiday entitlement amounts to less than one half-day, the right to time off shall be void, but the payment shall be made.

In companies where holidays are taken by the employees in succession, an employee who has not been fully employed in the holiday year may demand that the number of holiday days be reduced in relation to the smaller payment.

3. Taking holiday in hours

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

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

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

4. Holiday allowance, holiday bonus and payout

Holiday allowance shall comprise 12.5% of the total wage. The calculation of the holiday allowance shall disregard public holiday payments and similar supplements paid on wages or wage-shares which are not liable to income tax.

Holiday allowance corresponding to the length of the holiday is payable on the first pay day after the company has received the employees' request for a payout from Feriepengeinfo, but no earlier than one month before the holiday is to be taken.

Holiday supplements payable to employees with paid holidays may be paid out before the holiday is taken. In such cases it may be demanded that the amount be repaid if, on resignation or retirement, holiday supplements have been paid for holidays which have not been taken.

5. Calculation of holiday allowance in the case of illness and injury

In the event of illness, holiday allowance is payable during absence as of the 2nd day of absence, irrespective of whether the sick leave is due to ordinary illness or results from an injury, see however the exception below.

Holiday illness allowance is 12.5% of pay that is calculated based on the employee's usual pay during the last quarter prior to absence. For an employee who is entitled to partial pay during illness, holiday illness allowance makes up the difference between holiday illness allowance as per the 1st point and holiday allowance from partial pay. "Usual pay" is understood to mean in accordance with the concept set out in the Danish Holidays with Pay Act.

If the employee has been employed throughout the accrual year with the same company, then notwithstanding the general rule above, the employee is entitled to holiday illness allowance as of the 1st day of sick leave if the employee has had more than 52 periods of sick leave during the accrual year. If the employee has not been employed throughout the accrual year with the same company, the employee accrues holiday entitlement with holiday illness allowance from the 1st day of sick leave after a proportionately fewer number of periods of sick leave.

6. Transfer of holidays

Aside from instances where holiday days are automatically transferred or the employee is entitled to carry forward holiday days to the next holiday year pursuant to the Danish Holiday Act, the employee and the employer may agree that any holiday days over and above 20 days which have been earned and not yet taken may be transferred to the following holiday period.

A maximum of ten holiday days may be transferred in this manner, and all holiday time owing must be taken no later than the second subsequent holiday period.

In this case the employee and the employer must enter into a written agreement prior to 31 December (up to 1 January 2021: prior to 30 September after the end of the holiday year).

The parties recommend that the model agreement included in Annex 18 is used.

If the employee is prevented from taking a holiday due to an employee's own illness, maternity leave, adoption leave, or other leave of absence, the employee and the employer may agree that

the holiday can be transferred to the following holiday period. Such a transfer of holiday time may be agreed irrespective of the number of holiday days transferred. The agreement shall be entered according to the same rules as above.

Holiday time corresponding to a transferred holiday cannot be required to be taken during notice, unless an agreement exists, see the above, to allocate the holiday within the period of notice.

7. Holiday guarantee scheme

The employer reports the employee's holiday allowance and accrued holiday days to Feriepengetinfo in accordance with Danish Holidays Act.

The parties to the collective agreement agree that the holiday guarantee scheme shall be utilised by members of the Danish Union of Electricians employed at companies which are members of TEKNIQ Arbejdsgiverne, and TEKNIQ Arbejdsgiverne guarantees the payment of the holiday allowance under this scheme.

8. Holiday account

If individual companies should wish to use the Holiday Account, the professional bodies nevertheless agree that this may be done. Under this scheme, TEKNIQ Arbejdsgiverne acts as guarantor for the company's payments into the Holiday Account.

If the company chooses to pay in to the Holiday Account, the company must inform the employees in writing to this effect before switching to the Holiday Account. If switching back to the holiday guarantee scheme, the employees must be similarly notified.

9. General provisions

Holiday money payments form part of the wages of the employee concerned, and in the case of the failure of the employer to pay, they may be recovered through legal proceedings against the employer in question, in the same way as unpaid wages.

Any disputes which may arise as a consequence of holiday rules which are exclusive to this collective agreement may be handled according to the existing rules for the conduct of industrial conflicts. Construction of the provisions of the Danish Holidays with Pay Act shall be in accordance with this.

10. Local arrangements

The aforesaid provisions must not diminish existing holiday schemes. Any alterations in local holiday schemes shall occur according to the rules set out in Section 5 of this collective agreement.

Training

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1. Training

1.1 The company's obligations

The company must ensure that apprentices receive all-round training in accordance with applicable training rules within the company's areas of work.

After each training process, the company can also discuss the progress of training with the apprentice. This discussion may also include elective specialisations as well as any commercial and study-oriented supplementary studies. The discussion may be based on the statement of practice.

1.2 Electricians' involvement

The electricians are required to contribute to the vocational training of apprentices.

1.3 Time off for union work

It is recommended that the company should give apprentices access to participate in local training committees within the framework of the commercial training programme.

Time off must be agreed in advance and absences for this work are not paid.

1.4 Subsidy for release study programme

After 6 months' employment in the same company (including any college attendance), apprentices are entitled to apply for a subsidy from The Electrical Industry Skills Development Fund. The subsidy is provided for participation in release study programmes to the same extent and on the same terms as for other employees under the Electricians' Collective Agreement.

Release study programmes are established by the Board of The Electrical Industry Skills Development Fund.

Apprentices can apply for a subsidy to participate in a supported release study programme as long as the training contract remains in effect in the company.

2. Commercial college

2.1 Rules while attending college

During the time that apprentices participate in periods at a commercial college, they are basically subject to the college during college time.

Therefore, apprentices are not obliged to work at the company before or after the end of the daily period at college, and also not on individual days off, which must be made up for by extra teaching during the rest of their college time.

During any holidays in college time, such as Christmas, Easter and Whitsun, if apprentices are working at the company, their attendance is required on any intervening weekdays during the holiday, as these days are added to the teaching time.

2.2 Home preparation

During the periods when apprentices are being taught at commercial college, they must prepare in advance at home if this is required.

2.3 Residential college

When an apprentice attends a course at a residential college whereby the apprentice is entitled to reside at the college*), pursuant to the applicable rules relating to more than one hour and 15 minutes of journey time each way between home and the nearest college, the company shall pay the cost of residence.

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

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

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

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

*) The rules regarding residential school and free choice of school follow Executive Order no. 290 of 1 April 2009.

3. Reimbursement of travel expenses for apprentices while attending college

3.1 Distance – route to college

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

3.2 Condition for reimbursement of travel expenses

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

3.3 Condition relating to means of transport

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

3.4 Public transport

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

3.5 Own means of transport

If a personal means of transport is used, a travel allowance will be payable in accordance with the rate from time to time in effect, currently DKK 0.98 per km travelled, where the route to the college is 20 km or more.

* The rate follows the rate established by the Danish Ministry of Education for access to labour market training programmes for people in employment.

3.6 Apprentices living in accommodation

For apprentices living in accommodation, reimbursement of travel expenses is payable for the journey to and from their place of accommodation and for the journey between there and their usual residence for weekends, Easter and Christmas holidays, provided that the distance criterion set out in subsection 3.1 of this Section is fulfilled.

The provisions of subsections 3.2 and 3.3 of this Section are similarly applicable to reimbursement of travel expenses in accordance with this subsection.

3.7 More than one teaching department

If travel between more than one teaching department of a college is necessary on the same day, reimbursement is payable notwithstanding the distance criteria set out in subsection 3.1 of this Section.

3.8 Prerequisite for payout

Payout of travel expenses while attending college is contingent on the ability to cover the firm's actual expenses in whole or in part pursuant to the Act relating to Employers' Reimbursement System (Lov om Arbejdsgivernes Uddannelsesbidrag – AUB).

3.9 Dealing with disputes

Disputes relating to reimbursement of travel expenses for apprentices while attending college can be dealt with under union legislation pursuant to Section 20 of the collective agreement for electricians.

4. Working hours

4.1 Normal working hours

An apprentice's normal working hours are the same as those established for electricians.

4.2 Staggered working hours

Apprentices over the age of 18 can be allowed to work staggered hours in line with the same guidelines and to the same extent as qualified tradesman electricians.

As of 1 March 2020, an hourly surcharge is payable ofDKK 33.40

As of 1 March 2021, an hourly surcharge is payable ofDKK 33.90

As of 1 March 2022, an hourly surcharge is payable ofDKK 34.45

An apprentice's work during staggered hours is required to be carried out alongside a qualified electrician, possibly the employer.

Comment: Effective date – see Annex 15.

4.3 Flexible working hours

Apprentices can be allowed to work flexible hours in line with the same guidelines and to the same extent as qualified tradesman electricians.

If the working hours or parts thereof are deployed outside normal working hours (6 am to 6 pm), an hourly surcharge is payable in respect of these hours.

As of 1 March 2020, an hourly surcharge is payable ofDKK 33.40

As of 1 March 2021, an hourly surcharge is payable ofDKK 33.90

As of 1 March 2022, an hourly surcharge is payable ofDKK 34.45

If the working hours or parts thereof are deployed on Saturdays after 1 pm, Sundays or local holidays, an hourly surcharge is payable in respect of these hours.

As of 1 March 2020, an hourly surcharge is payable ofDKK 56.80

As of 1 March 2021, an hourly surcharge is payable ofDKK 57.70

As of 1 March 2022, an hourly surcharge is payable ofDKK 58.65

For apprentices under the age of 18, normal daily working hours arranged as flexible working hours cannot exceed 8 hours per day and 40 hours per week.

Comment: Effective date – see Annex 15.

4.4 Overtime

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

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

As of 1 March 2020, the supplementary rate per hour of overtime shall be:

First and second hour after normal working hoursDKK 55.30
All overtime beyond thisDKK 88.35

As of 1 March 2021, the supplementary rate per hour of overtime shall be:

First and second hour after normal working hoursDKK 56.20
All overtime beyond thisDKK 89.75

As of 1 March 2022, the supplementary rate per hour of overtime shall be:

First and second hour after normal working hoursDKK 57.10
All overtime beyond thisDKK 91.20

When settling payment for overtime, deductions are made for eating and breaks in the time taken, and time missed from the normal working week is deducted from overtime unless this was missed for a reason not relating to the apprentice, who was at the company's premises on time and this was acknowledged by the company.

Comment: Effective date – see Annex 15.

4.5 Call-outs

If an apprentice – within the last 2 years of the apprentice's time to be served – with the company is called from home outside normal working hours, a call-out surcharge is payable.

As of 1 March 2020, the supplementary rate per hour of call-out shall beDKK 88.35
As of 1 March 2021, the supplementary rate per hour of call-out shall beDKK 89.75
As of 1 March 2022, the supplementary rate per hour of call-out shall beDKK 91.20

Call-out before the last 2 years is not allowed. In addition, the time spent counts as overtime.

The apprentice cannot be included in standby shifts.

Comment: Effective date – see Annex 15.

5. Pay conditions

5.1 Duration of training and deployment in wage periods

Electrician 1: 4-year training with 4 modules. If the apprentice has previously completed basic vocational education (GF2) prior to the start of the apprenticeship, the training programme is shortened to 3½ years, and the apprentice is deployed on rate 1 for the first 6 months. Subsequent deployment is for a full year each on rates 2, 3 and 4. Where the basic amount is not implemented prior to the start of the apprenticeship, the apprentice will be put on rate 1 for one full year, and will then be deployed for 1 year on the other rates (2–4).

Electrician 2: 4½-year training with 5 modules. If the apprentice has previously completed basic vocational education (GF2) prior to the start of the apprenticeship, the training programme is shortened to 4 years, and the apprentice is deployed on rate 1 for the first 6 months. Subsequent deployment is for a full year each on rates 2, 3 and 4, and 6 months on rate 5. Where the basic amount

is not implemented prior to the start of the apprenticeship, the apprentice will be put on rate 1 for one full year, and will then be deployed for 1 year on the other rates (2–4) and the last 6 months on rate 5.

EUX electrician: 5-year training programme. If the apprentice has previously completed basic vocational education (EUX basic training) prior to the start of the apprenticeship, the training programme is shortened to 4 years, and the apprentice is deployed on rate 1 for the first 6 months. Subsequent deployment is for a full year each on rates 2, 3 and 4, and 6 months on rate 5. Where the basic amount is not implemented prior to the start of the apprenticeship, the apprentice will be put on rate 1 for eighteen months, and will then be deployed for 1 year on rates 2–4 and the last 6 months on rate 5.

Training as an electrician for students awarded credits according to the Executive Order for electricians, Annex 1(3): The duration of the basic course for students (GF2) varies depending on which school leaving exam the apprentice has passed. The duration of the training programme on the main course is 3 years with 4 modules (Electrician 1), or 3.5 years with 5 modules (Electrician 2).

If the apprentice has previously completed basic student vocational education (GF2) prior to the start of the apprenticeship, the apprentice is deployed on rate 2 for the first year. Subsequent deployment is for a full year on rates 3 and 4. It is similar for apprentices with 5 modules (Electrician 2), although the apprentice is deployed on rate 5 for the last 6 months.

Where the basic course was not completed prior to the start of the apprenticeship, the apprentice is deployed on rate 1 for that part of the apprenticeship falling outside the specified time for the main course.

Electrician training for other students

Students who do not meet the criteria for the above-mentioned application of credits are placed on the pay levels applicable for general training courses, Electrician 1 or Electrician 2 respectively, unless the training course is shortened for other reasons. See subsection 5.4 regarding shortened training.

Minimum payment per hour:

Rate	Wage periods	1 March 2020	1 March 2021	1 March 2022
1	0–1 year*)	DKK 65.20	DKK 66.30	DKK 67.40
2	1–2 years	DKK 74.45	DKK 75.70	DKK 77.00
3	2–3 years	DKK 88.45	DKK 89.95	DKK 91.45
4	3–4 years	DKK 105.60	DKK 107.40	DKK 109.25
5	Over 4 years:	DKK 122.25	DKK 124.30	DKK 126.45

*) See above regarding placement on rate 1.

Comment: Effective date – see Annex 15.

If, as a result of the apprentice’s previous training/employment (merit), it is possible to shorten the apprenticeship, please refer to subsections 5.3 and 5.4.

5.2 Pay for adult EUV apprentices

Adult apprentices are apprentices aged 25 or above at the time of entering into the training contract. During their training course, adult apprentices are covered by Section 17 of the Electricians’ Collective Agreement, including other elements of pay.

Hourly pay for adult apprentices throughout their training period comprises the minimum payment for unskilled electrical workers.

As of 1 March 2020..... DKK 122.15

As of 1 March 2021..... DKK 124.65

As of 1 March 2022..... DKK 127.15

The above hourly pay is contingent on the company receiving a partial or full subsidy under the Ministry of Employment executive order relating to subsidies for companies that enter into agreement with adults, as well as increased pay reimbursement during college attendance from AUB wage reimbursement for trainees (Arbejdsgivernes Uddannelsesbidrag).

Comment: Effective date – see Annex 15.

5.3 Residual apprenticeships/short training contracts/sub-agreements

If the apprentice has previously completed part of the study programme, the apprentice is deployed on the appropriate rate of pay for the remainder of the apprenticeship.

Method: In case of doubt regarding deployment, this could be calculated using the end-date of the apprenticeship as the starting point. In addition, clarification is needed as to how far through the course the apprentice has progressed, and whether the training course is 4 or 4½ years, for example. Contact the apprentice’s college to check.

Example 1: If the apprentice has previously completed a basic programme, e.g. GF2, and a short 1-year training contract, the apprentice should be deployed on rate 2 for the first 6 months, and then be paid at the subsequent rates. If the apprentice has also had a sub-agreement, e.g. 3 months over and above the short 1-year training contract, the apprentice should be deployed on rate 2 for 3 months and then be paid at the subsequent rates.

Example 2: An apprentice who is short of 2 years, 9 months and 20 days from completing the Electrician 2 programme should be deployed for the last 6 months on rate 5 and for the preceding 12 months on rate 4 and another 12 months on rate 3 and the first 3 months and 20 days on rate 2.

5.4 Curtailment of the apprenticeship

Where a training contract previously entered into is curtailed, the payment will be curtailed at the pay rates most recently applicable to the training programme in question, corresponding to the curtailed apprenticeship.

Where a training contract is entered into involving a shorter apprenticeship period due to the apprentice’s prior training or employment, payment will be curtailed at the initial pay rates for the training programme in question, corresponding to the shorter apprenticeship period.

5.5 Extension of the apprenticeship

If the apprenticeship is extended due to illness pursuant to Act relating to Section 58 of the commercial training act (Lov om Erhvervsuddannelse) or for other reasons, the apprentice shall be paid during the extended apprenticeship at the rate of the most recently applicable pay period for the current training programme.

5.6 Changes to the training contract

Any changes to dates specified in the training contract for the progression of the training course in connection with subsection 12.1 of this Section can give rise to backdating of the start date.

5.7 Work experience placement contract

The parties have entered into an agreement relating to a work experience placement for young people under the age of 18 on the same terms as for apprentices, except for subsection 5 (pay), subsection 9 (holiday) and subsection 12 (disputes) of this Section.

The rate of pay during the work experience placement is agreed as follows:

As of 1 March 2020 hourly	DKK 70.35
As of 1 March 2021 hourly	DKK 71.80
As of 1 March 2022 hourly	DKK 73.20

Further reference is made to Annex 19 – Agreement relating to work experience placements in the electrical industry, which must be used and submitted to EVU for registration.

5.8 Other employment relationships with a training element

5.8.1 EGU

EGU, Danish basic vocational training

Trainees on work experience during basic vocational training are paid the minimum rates for 1st and 2nd year apprentices, subsection 5.1. As regards all other elements of pay, the rules of Section 17 also apply to EGU trainees, apart from subsection 9 (holiday) and subsection 12 (disputes). Holiday pay accrues according to the rules in the Electricians' Collective Agreement Section 16 and disputes are handled in accordance with Section 20.

5.8.2 IGU

IGU, Integrational basic training

Trainees on integrational basic training are paid the minimum rates for 1st and 2nd year apprentices, subsection 5.1.

Other rates and provisions follow the provisions of the Electricians' Collective Agreement for journeymen. Any disputes are dealt with in accordance with Section 20.

5.9 Free choice scheme for apprentices

(This scheme ceases on 31 December 2020 and is replaced by a new joint scheme for the free choice scheme and saving for extra days off. See Section 17.10.2)

Apprentices accrue their pay qualifying as holiday entitlement in a free choice account.

As of 1 March 2020:5.25%

Holiday allowance is not to be paid out of free choice savings, as this includes holiday allowance.

The amount accrued in the account is payable annually on the last wage payment of the qualifying year. Before 30 November, apprentices who are covered by the labour market pension, see subsection 5.10 of this Section, can make a request for the accrued amount – or a portion thereof – to be paid as an extraordinary pension scheme contribution instead of having it paid out to them.

When taking childcare days off, a sum may be paid from the free choice account if the apprentice so desires. The payout must never exceed the amount saved up, however.

At the end of the training contract, the accrued amount will be paid out with the subsequent wage payment.

Comment: Effective date – see Annex 15.

5.10. Pensions

5.10.1 Pension

Pensions for apprentices over the age of 18 (this rule applies from 1 September 2020)

A rule is being introduced with effect from 1 September 2020 about pensions for apprentices aged 18 and 19. The provisions for such a scheme are found in Annex 20a.

Pensions for apprentices over the age of 20

With effect from the pay period in which the apprentice turns 20 and has attained 6 months' seniority under the Electricians' Collective Agreement or during a corresponding period of having had commercial work, the pension rates in Section 9 subsection 15 apply, i.e. 8% from the company and 4% from the employee respectively, totalling 12%. If the apprentice starts his/her training agreement after turning 20, and if the individual was previously included in the Electricians' Collective Agreement's pension scheme or in a similar collectively agreed occupational pension scheme or company pension scheme from a previous employment relationship, the employee is entitled to pension contributions from the first day of employment.

Registration and documentation

The employer must register when the employed apprentice reaches the required level of seniority. With effect from the first pay period thereafter, the collectively agreed pension contributions will be paid in respect of that individual.

If necessary, the apprentice shall document employment within the industry or previous employment. This documentation can take the form of payslips or declarations from previous employers.

If the apprentice can produce such documentation, the employer must pay the collectively agreed pension contributions for the individual with effect from the time of employment, or no later than when the necessary seniority has been attained.

Pension contributions

The pension contribution is determined as a percentage of the taxable wage income of the wage earner. The employer shall pay 2/3 of the contribution, and the apprentice shall pay 1/3.

The employer shall deduct the apprentice's contributions from the apprentice's wage and pay the total pension contribution to PensionDanmark once each month, and no later than the 10th of the subsequent month.

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

The contribution comprises:

Employer's contribution	8.0%
Employee's contribution	4.0%
The total contribution comprises	12.0%

5.10.2 Insurance for apprentices

Apprentices who are not already covered by an employer-sponsored pension or insurance scheme are entitled to insurance cover with PensionDanmark comprising the following insurance benefits:

Health insurance scheme

Permanent disability sum DKK 100,000

Critical illness insurance DKK 100,000

Death in service DKK 100,000

TEKNIQ Arbejdsgiverne is responsible for funding the scheme, and the benefits are as per the terms of PensionDanmark, see Annex 20.

5.10.3 ATP

Apprentices are covered by the ATP Act.

6. Sickness and parental leave

6.1 Sick pay

Payment for days off sick, which may require documentation by a doctor's certificate, at no cost to the apprentice – or as otherwise agreed with the company, is as set out in subsection 5 of this Section (pay)

6.2 Sick child

When necessary, apprentices may take time off to look after a sick child/children living at home under the age of 14.

This release only applies to one of the child's parents and only on the first full day of the child's illness.

If the child falls ill during the apprentice's working day, and the apprentice has to leave work as a result, the right exists furthermore to take the remaining hours off work on the day in question.

Payment is made corresponding to the apprentice's sick pay per hour provided that the company is given the required documentation.

If the child is still ill after the first full sick day, the apprentice is entitled to another 1 day off. This day off is unpaid, but the apprentice can receive a payout on account corresponding to a day's pay from his/her extra holidays/free choice scheme.

With effect from 1 May 2020, the following applies:

Apprentices with at least 9 months' seniority are entitled to time off to attend medical appointments with the child.

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

Time off for medical appointments is taken without pay, but the apprentice can receive an amount on account from his/her extra holidays/free choice scheme.

Absence due to a sick child is counted as the apprentice's own sick leave when extending the training period pursuant to Section 58 of the commercial training act (Lov om Erhvervsuddannelse).

Time off in connection with the hospitalisation of a child

Apprentices are allowed the freedom, when necessary, for the employee to be admitted to hospital together with the child, including when hospitalisation is partially or wholly at home. This rule shall apply to children under 14 years of age. It is a prerequisite that the employee has at least 9 months' seniority at the company.

This entitlement shall only apply to one of the persons with rights of custody over the child, and the time off cannot exceed a total of 1 week per child within a 12-month period.

The apprentice must produce documentation of hospitalisation on request.

Payment shall be made corresponding to the relevant apprentice's personal hourly pay, see subsection 5.

If the company is not entitled to reimbursement from the employee's municipality of residence, TEKNIQ Arbejdsgiverne may decide to refund the company's expenses.

6.3 Maternity leave

During pregnancy, maternity leave, paternity leave and parental leave, apprentices are covered by applicable law relating to the right to leave of absence and subsistence allowance during maternity leave.

6.4 Childcare days

Annex 26 applies in the transitional period from 1 May 2020 to 31 December 2020.

As of 1 January 2021, the following applies:

Apprentices with at least 9 months' seniority are entitled to 2 childcare days per calendar year. The apprentice may take a maximum of 2 childcare days per calendar year, irrespective of the number of children the employee has. This rule shall apply to children under 14 years of age.

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

Childcare days must be taken unpaid, but the apprentice may receive an amount from his/her free choice/extra days off account, see Section 17.10.2, if there are sufficient funds in the account.

7. External service

7.1 Works outside the company

Using the company's domicile (permanent address) as the starting point for the calculation of works outside the company, the following applies:

For distances to the workplace up to and including 14 km in a straight line through the air from the company, travel time and travel expenses will not be paid when apprentices, by agreement, are to attend the place of work at the time agreed by the company as the start of work.

Where geographical factors dictate that a shorter distance from the company to the place of work is increased by more than 2 km compared to the route in a straight line through the air and by the shortest route, the distance shall be measured along the nearest usable highway between the company and the place of work.

For call-outs from the place of work – to the company's domicile or another place of work – the company shall pay the costs of time and transportation. When the distance from the company to the place of work is more than 14 km in a straight line through the air, travel time and travel expenses (irrespective of the apprentice's home base) shall be paid for by the company – in all cases calculated from the company's address to the place of work and along the cheapest route for the company with reimbursement of public transport and with payment for the travel time.

During the final 3 half-years of the training period, hourly DKK 28.80

In the preceding portion of the training period, hourly DKK 17.80

8. Bicycles, motor vehicles

8.1 Use of own vehicle

The provisions as set out in Section 14, subsection 6 (company's vehicle), 8 and 9 also apply to apprentices.

Where it is agreed that apprentices with the company use their own bicycles, and where an agreement with the company has been arranged with the electricians regarding the use of bicycles, any such agreement shall also apply to apprentices unless the company undertakes the maintenance of the bicycles.

9. Holiday

The Danish Holidays Act from time to time in force applies to the apprenticeship.

9.1 Holiday with pay and holiday supplement

The apprentice takes holiday with pay pursuant to Section 17(5) with the addition of a holiday bonus of 1% of pay earned during the holiday year.

9.1.1 Holiday allowance when leaving

If holiday bonus is paid to the apprentice before the holiday is taken and the apprentice leaves, this may have to be offset if a holiday bonus has been paid out for holiday that has not been taken.

At the time of leaving, holiday allowance is 12.5% of total pay. The calculation ignores extra days off and free choice scheme saving and any such supplements to pay or salary components that are not subject to income tax or that are not remuneration for work done.

The basis for calculating holiday bonus otherwise follows the provisions of the Danish Holiday Act.

Holiday allowance is reported to Feriepengetjenesten in accordance with The Danish Holiday Act or paid into the Holiday Account pursuant to Section 16 subsections 7 and 8.

TEKNIQ Arbejdsgiverne is responsible for payment of the holiday allowance in accordance with the holiday guarantee scheme.

9.2 Holiday year and accrual of holiday

Valid until 31 August 2020:

Holiday that the apprentice has accrued in 2018 as well as from 1 January 2019 to 31 August 2019 or which has been allocated pursuant to Section 9 of the Danish Holiday Act must be taken in accordance with the rules of the Danish Holiday Act as well as ECA 2017 – 2020.

The following applies as of 1 September 2020:

During the holiday year, the apprentice accrues entitlement to 5 weeks' paid holiday. Entitlement to paid holiday accrues at the rate of 2.08 days per month of employment during the holiday year.

The holiday year runs from 1 September to 31 August.

Holiday can be taken during the holiday period, which is the holiday year plus 4 months, whereby the holiday period runs from 1 September to 31 December the year after, see Section 16(2).

9.2.1 Special holiday entitlement for apprentices

Apprentices are entitled to paid holiday of 5 weeks corresponding to the first 25 holiday days in the first and second whole holiday period after the start of the apprenticeship. The company pays wages during the holiday to the extent that the apprentice has not accrued entitlement to holiday pay or holiday bonus.

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

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

The main holiday period comprises the period 1 May to 30 September.

9.3 Taking holiday

The apprentice is entitled to take at least 3 weeks' accrued holiday with pay (main holiday) continuously in the main holiday period.

Other holiday days shall also be granted in a consecutive block of at least 5 days' duration. Where operational considerations make this desirable, however, the other days may be granted in the form of individual days off.

Individual companies may implement holidays either by closure of the company or by granting holidays to the apprentices in succession. If the latter procedure is chosen, the company shall, no later than 1 February, present a sign-up list on which the individual apprentices may indicate the time at which they wish to take their summer holidays.

Following negotiation with the apprentice, the company establishes when holidays are to be taken in the holiday period. Taking due account of the company's operations, the company shall as far as possible accommodate the wishes of the apprentices regarding when they wish to take their holidays, including whether the main holiday is to be held during the school summer holidays of the apprentice's children.

The company must inform the apprentice as early as possible as to when holidays must be taken. The company must give notification no later than 3 months before the main holiday begins, and no later than 1 month before the holiday begins for other holiday days unless extenuating circumstances prevent this.

In companies where holidays are taken by the employees in succession, an apprentice who has not been fully employed in the holiday year may demand that the number of holiday days be reduced in relation to the smaller payment.

9.4 Transfer of holiday

The apprentice and the company can agree to transfer accrued holiday to the next holiday year pursuant to Section 16(6).

10. Other days off

10.1 Local holidays, and public holidays: 5 June [Constitution Day in Denmark] and 24 December
1 May, 5 June (Constitution Day in Denmark) and 24 December are days off for apprentices.

Payment for public holidays 1 May, 5 June (Constitution Day in Denmark) and 24 December (Christmas Eve) – if these occur on a working day – are as set out in item 5 (pay) of this Section.

There is no pay for local holidays occurring on days that would not normally be working days for the company, and which therefore do not give rise to curtailment of normal pay for the week in question.

10.2 Extra days off and the free choice scheme for apprentices

Annex 26 applies in the transitional period from 1 May 2020 to 31 December 2020.

As of 1 January 2021, the following applies:

Free choice scheme

From holiday-eligible pay, apprentices save the following percentages of savings into a free choice and extra days off account.

The aim of the savings scheme is to give apprentices an opportunity to choose between higher pension payments or wages, as well to finance extra days off.

Extra days off

In each calendar year, the individual apprentice shall have the right to up to 5 extra days off, with payment from the savings account corresponding to normal wages, provided that there are sufficient funds in the account. Earnings in this account are accrued during the calendar year.

Extra days off are scheduled by agreement or notification are given in accordance with the rules of the Danish Holidays with Pay Act governing residual holiday. Regardless of any job change, it is not permitted to take more than 5 extra days off per calendar year.

If the employed apprentice does not work for the company for the full calendar year, due to recruitment or resignation, the extra days off shall be calculated pro rata in relation to employment in the calendar year.

Savings accounts shall be created for all apprentices, into which the employer shall add, of wages giving rise to holiday entitlement at each wage payment:

	1 January 2021	1 March 2021	1 March 2022
Extra days off	2.25%	2.25%	2.25%
Free choice scheme:	5.25%	6.25%	7.25%
Overall accrual in total:	7.50%	8.50%	9.50%

Holiday allowance is not to be paid out of the savings, as this includes holiday allowance.

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

Where absence is agreed for childcare days, to attend medical appointments with a child and for a child's second day of illness, an amount will be paid out on account from the free choice/extra days off account if the apprentice so wishes. The payout must never exceed the amount saved up, however.

The individual apprentice's extra days off account and the free choice scheme shall be settled, and the remaining amount paid, each year in the final wage payment of the qualifying year, unless the individual apprentice submits a request prior to 30 November for the remaining amount – or part thereof – to take the form of an extraordinary pension contribution, instead of being paid out.

If the apprentice resigns or switches to other employment in the same company, the remaining amount shall be calculated and paid out with the next wage payment.

10.3 Session

The company gives the apprentice the necessary access to participate in the session. The apprentice is obliged to inform the company immediately as to the timing of the session upon being called to a session. Payment for time spent on this, which must be restricted to a minimum, is as set out in item 5 (pay) of this Section.

11. Tools, protective footwear

11.1 Tools and protective gear

The provisions set out in Section 18 also apply to apprentices.

12. Disputes – rules of negotiation

12.1 Dealing with disputes

TEKNIQ Arbejdsgiverne and the Danish Union of Electricians (the Danish Union of Electricians) have agreed that solutions to any disagreements between the apprentice and the company in relation to training conditions or provisions relating to apprentices in general, and which are brought by an apprentice or company or presented to the special committee of the electricians' union, should be sought in cooperation with the organisations before the case comes before the appeals board, see the Danish commercial training act (Erhvervsuddannelsesloven) and the executive order relating to the appeals board.

The case shall be dealt with between the professional bodies and unions, possibly by a meeting of the parties to the apprenticeship and representatives of the professional bodies or unions.

Miscellaneous provisions

Section 18 Tools, protective footwear

1.

The company is obligated to make available the necessary tools. The tools must be in good condition. The electricians must look after and maintain the tools, including ensuring that damaged tools are returned for repair as required. The companies will provide toolboxes for hand tools for the electricians during repair works.

2.

The company provides protective footwear – safety shoes or safety clogs – for electricians and apprentices and pays the associated costs. Electricians and apprentices are to look after the footwear and undertake normal cleaning and maintenance. Repairs are paid for by the company by prior agreement.

Where there is a risk of foot injuries, see the Danish Executive Order on the use of personal protective gear of 15 December 2010, employees are obliged to wear the protective footwear provided.

Renewal of worn out or damaged protective footwear no longer fit for its purpose must be agreed with the company. Worn out or damaged footwear must be handed in to the company for destruction.

Protective footwear in accordance with the present agreement shall not be returned when the employee leaves the company, but footwear is required to be worn in subsequent employment.

During the first 3 months of an employment contract, the company is not obliged to provide protective footwear unless thus prescribed by the above Executive Order on the use of protective footwear where there is a risk of foot injuries.

1.

Companies which have an existing collective agreement with the Danish Union of Electricians at the time of their acceptance into TEKNIQ Arbejdsgiverne, no matter whether the collective agreement is a special agreement, an admission agreement or a local agreement, shall be subject to the Electricians' Collective Agreement from the moment the transitional negotiations have been concluded, see subsection 2, without separate termination of any such pre-existing collective agreement.

2.

Transitional negotiations can only be included after the company has been accepted into TEKNIQ Arbejdsgiverne, for the purpose of drawing up any local agreements in such a way as to avoid interfering with the conditions of existing overall collective agreements. Transitional negotiations must be concluded no later than 2 months after TEKNIQ Arbejdsgiverne has notified the Danish Union of Electricians of acceptance for membership.

After expiry of the previous agreement, local agreements – entered into in connection with transitional negotiations – will be covered by Section 5 of the Electricians' Collective Agreement.

Other local agreements will be covered by Section 5 of the Electricians' Collective Agreement from the outset.

If the parties to the agreement do not instigate transitional negotiations, the Electricians' Collective Agreement will apply in its entirety from expiry of the deadline.

3.

Companies that do not have a collective agreement or local agreement with the Danish Union of Electricians when admitted to TEKNIQ Arbejdsgiverne are subject to the Electricians' Collective Agreement with effect from their date of admission; cf. however special rules regarding pension provisions.

4. Pension boost

New members of TEKNIQ Arbejdsgiverne who prior to admission to TEKNIQ Arbejdsgiverne have not established a pension scheme for employees covered by the Electricians' Collective Agreement, or who have a different pension scheme with lower pension contributions for these employees, may demand that their contribution to PensionDanmark be determined as follows:

No later than from the time that TEKNIQ Arbejdsgiverne notifies the Danish Union of Electricians of the company's inclusion in TEKNIQ Arbejdsgiverne, the employer contribution or wage-earner's contribution respectively shall comprise at least 25% of the contribution as per the collective agreement – see Section 9.

No later than 1 year subsequently, contributions shall comprise at least 50% of the contribution as per the collective agreement.

No later than 2 years subsequently, contributions shall comprise at least 75% of the contribution as per the collective agreement.

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

If the contribution as per the collective agreement is increased within the period, the company's contribution shall be increased proportionately such that the aforesaid portion of the contributions as per the collective agreement is payable into the pension scheme at all times.

The scheme shall be entered into a protocol between TEKNIQ Arbejdsgiverne and the Danish Union of Electricians as soon as possible after admission, at the request of TEKNIQ Arbejdsgiverne, and possibly in connection with adjustment negotiations.

In the event that the company already has a company pension scheme, this shall be phased out at the same rate as the PensionDanmark pension scheme is introduced.

The employment form must show that pension payments are subject to an escalation arrangement.

5. Contributions to the free choice scheme, gradual increase

1.

The contribution established in Section 15 subsection 1 for the public holiday/free choice account is composed in the following manner:

	Public holidays and extra days off	Free choice scheme	Total public holiday/free choice account
1 March 2020	6.2%	4.0+1%	11.2%
1 March 2021	6.2%	4.0+2%	12.2%
1 March 2022	6.2%	4.0+3%	13.2%

2.

Newly admitted members of TEKNIQ Arbejdsgiverne who prior to joining did not have an established free choice scheme or similar scheme, or who have a free choice scheme or similar scheme with lower contributions, can enter into the free choice scheme under the collective agreement in accordance with the rules below. Companies that, prior to joining, already have a free choice scheme or similar scheme with the same contributions as in Section 15 subsection 1 are not included in 2-4 below.

3.

At the time of joining, with reference to Section 9, companies can deduct from pay the relevant contribution to the free choice scheme, Section 15(1), minus 4.0 percentage points.

4.

From the time of joining, companies are obliged to pay contributions to the public holidays/free choice account pursuant to Section 15 subsection 1, with a deduction for current savings for public holidays and extra days off of 6.2 percentage points, together with contributions according to the graduated increase scheme below. If the company does not want a graduated increase, the full contribution is payable pursuant to Section 15 subsection 1.

5.

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

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

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

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

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

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

6.

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

7.

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

6. Contributions to the Electrical Installation Industry's Training and Cooperation Fund, graduated increase

Newly admitted members of TEKNIQ Arbejdsgiverne can require that the contribution to the Electrical Installation Industry's Training and Cooperation Fund be established as follows, cf. Annex 21:

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

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

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

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

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

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Section 19 Local agreement on conditions of employment similar to those of salaried employees

The Agreement is entered into as an independent supplementary local agreement which replaces the “normal” hourly pay agreement between TEKNIQ Arbejdsgiverne and the Danish Union of Electricians.

The Agreement adheres to certain provisions of the Danish Employers and Salaried Employees (Legal Relationship) Act and selected provisions of the Electricians’ Collective Agreement. The Agreement does not imply that the electricians become salaried employees.

The Agreement must apply to the entire company or to geographically separate branches, cf. prior industrial arbitration practice.

Similarly, after discussions with the trade union representative/shop steward, the Agreement may be entered into for independent departments of the company in which at least 5 electricians are employed. If it is desired that the Agreement should apply to departments with less than 5 electricians, a dispensation may be sought from the organisations.

The Agreement covers all those who have been employed at the company/in the department for at least 12 months. Electricians with less than 12 months’ seniority are similarly covered by the local agreement, but with periods of notice in accordance with Section 6, subsections 2.7 and 8 of the Electricians’ Collective Agreement.

In companies with fewer than 5 electricians and no trade union representative/shop steward, efforts have to be made to ensure that all are covered by a valid local agreement on conditions of employment similar to those of salaried employees. On recruitment, an individual agreement shall be made stating whether the new employee is covered by the local agreement or by the general regulations of the Electricians’ Collective Agreement.

The agreement may be terminated by either party on giving 6 months’ notice to the end of a month. After expiry of notice, the ordinary rules of the Electricians’ Collective Agreement governing employment shall apply.

Issues regarding the introduction or abolition of agreements regarding conditions of employment similar to those of salaried employees may be grounds for industrial arbitration, though only for a negotiation meeting.

The organisations shall jointly compile a form to be used in the case of employment contracts on conditions of employment similar to those of salaried employees (Annex 5).

Cooperation

Cooperation and local union branches

Identical to the section on cooperation and local union branches

Election of a trade union representative/shop steward

Identical to Section 1 of the Electricians’ Collective Agreement.

The trade union representative’s activities/shop steward

Identical to Section 2 of the Electricians’ Collective Agreement.

Discontinuation: trade union representative/shop steward

Identical to Section 3 of the Electricians’ Collective Agreement.

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

Local agreements and trade practices

Other local agreements and trade practices not covered by this local agreement may be terminated according to Section 5, items 3, 4 and 5 of the Electricians' Collective Agreement.

Recruitment and duration of employment

Employment form: content as Section 6, subsection 1 of the Electricians' Collective Agreement. Duration of employment – periods of notice in Section 2 of the Danish Employers and Salaried Employees (Legal Relationship) Act, except for subsections 4 and 5. Seniority is calculated only after 12 months' employment, and shall apply from the first day of a calendar month.

In the transition to a local agreement on conditions of employment similar to those of salaried employees, the periods of notice of individual electricians may not become shorter than they would otherwise have been under Section 6, subsection 2 of the Electricians' Collective Agreement, or under individual monthly salary agreements.

The Employers and Salaried Employees (Legal Relationship) Act, Section 2 (reproduced here).

Section 2. The employment contract between the employer and the salaried employee may only be terminated after prior notice has been given in accordance with the rules referred to below. The same applies upon cessation of a fixed-term work contract prior to expiry of the contract of employment.

Subsection 2. Termination on the part of the employer shall be at least

- 1) with 1 month's notice to quit to the end of a month within the first 6 months after the employee is taken on;
- 2) with 3 months' notice to quit to the end of a month after 6 months' employment.

Subsection 3. The period of notice in subsection 2(2) shall be increased by 1 month for every 3 years of service, subject to a maximum of 6 months.

Subsection 4. If the employer can substantiate that it has been agreed that the work is of a purely temporary nature and that the employment relationship is not to exceed a period of 1 month, the rule laid down in subsection (2)(1) shall not apply.

Subsection 5. If the employer can substantiate that the employment is probationary and that the employment relationship does not exceed a period of 3 months, termination on the part of the employer shall take place by giving notice of at least 14 days.

Subsection 6. The employee may give notice of termination of one month to the end of a month, unless it has been agreed that the work is of a purely temporary nature and does not last more than 1 month or the work is for a probationary period and the employment relationship does not exceed a period of 3 months. However, it may be agreed in writing that a longer period of notice shall be given by the employee provided that the period of notice to be given by the employer is extended correspondingly.

Subsection 7. The notice shall be given so early that the resignation with the notice prescribed for the period of employment can take place before the expiry of that period. Notice under subsections 2, 3 and 6 shall be given in writing no later than on the last day of the month from the end of which the period of notice begins. At the request of the salaried employee, the employer shall state the reason for dismissal in writing.

Subsection 8. If a salaried employee continues to work in an enterprise after a change of ownership, the period during which he was employed in the enterprise as a salaried employee before the change of ownership shall be taken into account in connection with the calculation of the period of employment.

Subsection 9. If the enterprise provides residential accommodation for the use of the salaried employee and his/her family as part of the contract of employment, the period of notice on the part of the employer shall be at least 3 months. The employee is entitled to occupy the dwelling together with his or her family on payment of the agreed rent (or rent-free, as the case may be) for up to 1 month after termination of the employment relationship, and the employee's family shall have the same right in the event of his or her death. If the employer considers it necessary – for operational reasons – the employer is however entitled to claim immediate possession of the premises – against payment of costs relating to the removal.

Subsection 10. In the event of a lawfully notified work stoppage, the rules of the labour market organisations concerning notice shall prevail over the above provisions.

Minimum compensation

The Employers and Salaried Employees (Legal Relationship) Act, section 3 (reproduced here)

If the employer refuses without good cause to accept the services of the salaried employee or dismisses him without good cause and if the employee has at the time when the relationship is severed a right to not more than 3 months' notice under Section 2, the employer shall be liable to pay compensation corresponding to the employee's salary up to the date on which he or she could have been lawfully dismissed or – if he or she has already been dismissed – up to the expiry of the period of notice, provided that no higher amount of damages is payable under general rules of law. This is similarly applicable if the salaried employee is in fixed-term employment with 3 or more months of this employment remaining. If the salaried employee has a right to more than 3 months' notice at the time when the relationship is severed without good cause by the employer, the amount of damages shall be fixed in accordance with general rules of law. This is similarly applicable if the salaried employee is in fixed-term employment with 3 months or less of this employment remaining.

Subsection 2. If, at the time of being dismissed by the employer without good cause, the salaried employee is entitled to more than 3 months' notice, the amount of damages shall be fixed in accordance with the general rules of compensation. This is similarly applicable if the salaried employee is in fixed-term employment with more than 3 months of this employment remaining. However, the employee shall, as a minimum, have a right to an amount of compensation corresponding to his or her salary up to the date of termination of the employment relationship with 3 months' notice in accordance with Section 2.

Subsection 3. The provisions of this Section shall also apply if a salaried employee terminates the employment relationship due to gross default on the part of the employer.

The wage earner's duty of compensation in the case of abandonment of the work

The Employers and Salaried Employees (Legal Relationship) Act, Section 4 (reproduced here).

If a salaried employee fails without good cause to perform his or her duties or abandons his or her work, or if the employer terminates the employment relationship due to gross default on the part of the employee, the employer is entitled to compensation for any resultant loss. In the event of unlawful absence from work or desertion, the employer shall, as a minimum, be entitled to compensation corresponding to half a month's salary, in the absence of special circumstances.

Wage determination

The wages of the individual electrician shall be agreed in each individual instance between the employer and the electrician, in accordance with Section 9, subsections 1, 2 and 3 of the Electricians' Collective Agreement.

Pay must reflect the effort, qualifications and skill of the individual. Furthermore, a stance must be taken as to whether pay includes payment for overtime, off-site work and external service as well as standby shifts and if, therefore, in real terms, a pay agreement for a permanent position has been concluded.

Negotiations and any adjustments take place once a year for each person individually.

The conversion factor from the monthly salary to the hourly pay shall be 160.33 hours for an electrician employed on a full-time basis.

There shall be no wage deductions for public holidays that occur on the normal working days of electricians. The same applies to 1 May, 5 June (Constitution Day in Denmark) and 24 December (Christmas Eve).

Extra days off/Free choice scheme

Annex 26 applies in the transitional period from 1 May 2020 to 31 December 2020.

The aim of the savings scheme is to give employees an opportunity to choose between higher pension payments or wages, as well to finance extra days off.

In each calendar year, the individual employee shall have the right to up to 5 extra days off, with payment from the savings account corresponding to normal wages, provided that there are sufficient funds in the account. Savings in this account are accrued during the calendar year.

Extra days off are scheduled by agreement or notification can be given in accordance with the rules of the Danish Holidays with Pay Act governing residual holiday. The extra days off are converted into and taken as hours during the calendar year. Regardless of any job change, it is not permitted to take more than 5 extra days off per calendar year.

If the employee is not employed in the company for the entire calendar year, due to recruitment or resignation, the extra days off shall be calculated pro rata in relation to employment in the calendar year.

Savings accounts shall be created for all persons employed under conditions of employment similar to those of salaried employees and who are covered by collective agreements, into which the employer shall add, of wages giving rise to holiday entitlement at each wage payment:

	1 March 2020	1 March 2021	1 March 2022
Extra days off	2.50%	2.50%	2.50%
Free choice scheme	5.00%	6.00%	7.00%
Overall accrual in total	7.50%	8.50%	9.50%

Holiday allowance is not to be paid out of the savings, as this includes holiday allowance.

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

Agreement can be reached with individual employees for the annual increase of 1% in the free choice scheme to be paid out continuously with wages. However, as a prerequisite, the company

must be able to document that a dialogue has taken place about continuous payment. The parties to the collective agreement encourage the company to take the initiative in a dialogue with the employees about the options for the free choice scheme. If there is continuous payout of contributions to the free choice scheme, holiday allowance/holiday bonus will not be calculated in respect of these contributions.

The individual electrician's extra days off account and the free choice scheme shall be settled, and the remaining amount paid, each year in the final wage payment of the calendar year, unless the individual electrician submits a request prior to 30 November for the remaining amount – or part thereof – to take the form of an extraordinary pension contribution, instead of being paid out.

If the electrician resigns or switches to employment on an hourly pay in the same company, the remaining amount shall be calculated and paid out with the next wage payment.

TEKNIQ Arbejdsgiverne shall act as guarantor for the payment of the sum in accordance with the holiday guarantee scheme.

Pension

Provision in accordance with the pension rules of the Electricians' Collective Agreement.

Working hours

The normal effective working week shall be 37 working hours. If it is desired to allocate working hours outside the normal framework of the provisions of the Electricians' Collective Agreement on the allocation of daily working hours, this must be agreed locally.

Weekend work may be established in accordance with the Electricians' Collective Agreement.

Overtime

The parties agree that overtime shall be restricted as far as possible. Remuneration/time off in lieu of overtime shall be agreed locally.

Off-site work and external service

Off-site work and external service is arranged and remunerated in accordance with the local agreement. In the case of off-site work abroad, reference is made to Section 14a of the Electricians' Collective Agreement.

Standby shifts

Establishment/remuneration of standby shifts shall be agreed locally.

Note: The implementation of the EU Working Time Directive is described in Annex 7.

Illness

Identical to Section 5 of the Employers and Salaried Employees (Legal Relationship) Act, except for the addition of a provision on child illness in accordance with Section 10, subsection 3 of the Electricians' Collective Agreement.

The Employers and Salaried Employees (Legal Relationship) Act, Section 5 (reproduced here).

If a salaried employee becomes unable to carry out his work due to illness, the resulting absence from work shall be deemed to be a lawful absence unless he or she has contracted the disease intentionally or by gross negligence during the period of employment or if he or she has fraudulently failed to disclose – at the time when he or she commenced employment – that he or she was suffering from the disease in question.

Subsection 2. *However, it may be stipulated by written agreement in each particular case that the salaried employee may be dismissed with one month's notice for expiry of the employment relationship at the end of a month, if the employee has received his salary during periods of illness for a total period of 120 days during any period of twelve consecutive months. The validity of the notice of dismissal shall be dependent on it being given immediately on the expiry of the 120 days of illness and while the employee is still ill, but its validity shall not be affected by the fact that the employee has returned to his/her work after the notice of dismissal has been given.*

Subsection 3. *If the employer provides board and lodging for the employee as part of his salary, the employer shall be required to provide for the necessary care of the employee during illness, so long as the employee stays in the lodging of the employer.*

Subsection 4. *In the case of illness lasting for more than 14 days, the employer shall be entitled, without expense to the salaried employee, to request further information as to the duration of the employee's illness from the attending medical practitioner or from a specialist chosen by the employee. If the employee fails to comply with this requirement without good cause, the employer is entitled to terminate the employment relationship without notice.*

Maternity leave

Identical to Section 10(5) of the Electricians' Collective Agreement.

Holiday

Employees shall be covered by the current Danish Holidays with Pay Act as well as by the deviations set out in Section 16 of the Electricians' Collective Agreement (according to which the electrician is generally entitled to holidays with wages).

When employees who receive wages during their holiday, but have not accrued wages/holiday pay, are absent due to holidays, their wages shall be calculated by deducting an amount corresponding to 1/160.33 of the employee's monthly full-time wages (corresponding to 37 weekly working hours) per actual hour of absence. In the event that the average number of weekly working hours is other than 37 hours, for example in the case of shift work, the pro rata figure shall be adjusted accordingly.

TEKNIQ Arbejdsgiverne's holiday guarantee scheme shall be utilised, in accordance with Section 16, subsection 6 of the collective agreement.

Project work

Electricians may be employed for specific limited projects, with right of notice in accordance with Section 6, subsections 2.7 and 2.8 of the Electricians' Collective Agreement, but in all other respects covered by the relevant local agreement. For project work, special conditions may also be agreed.

Piecework

Piecework and piecework agreements shall be covered by Sections 12 and 12a of the Electricians' Collective Agreement, as well as by the local agreements applicable to the company. The periods of notice during piecework shall be those applicable to the individual employee.

Tools, protective footwear

Identical to Section 18, subsections 1 and 2 of the Electricians' Collective Agreement.

Bicycles, motor vehicles

Identical to Section 14, subsections 8 and 9 of the Electricians' Collective Agreement.

Further training and in-service training

Identical to the provisions set out in the section on Cooperation and Local Union Branches, as well as Section 4 of the Electricians' Collective Agreement.

Conflict rules

Identical to Section 20 of the Electricians' Collective Agreement.

Provisions concerning apprentices

Identical to the provisions concerning apprentices set out in Section 17 of the Electricians' Collective Agreement.

Rules of negotiation

Section 20 Rules for the conduct of industrial conflicts

1. Local negotiations

1.

If a dispute of an industrial nature arises in a company covered by the collective agreement between TEKNIQ Arbejdsgiverne and the Danish Union of Electricians, efforts shall be made to settle the dispute as soon as possible through local negotiation between the parties at the company.

2.

If the representatives of the electricians so desire, the employer shall inform the representatives as to which persons have powers of proxy to enter into binding agreements with the electricians on behalf of the company.

3.

It is a prerequisite for bringing a dispute to industrial arbitration with the participation of the organisations that a report of the result of the local negotiations on the matter is written up and signed by both parties before the local negotiations are concluded. The forms compiled by TEKNIQ Arbejdsgiverne and the Danish Union of Electricians, and placed at the disposal of the companies by TEKNIQ Arbejdsgiverne, should be utilised for this purpose.

2. Mediation meeting

1.

If local negotiations do not result in a consensus, the respective organisations may ask for mediation in the matter with the assistance of one mediator each from TEKNIQ Arbejdsgiverne and the Danish Union of Electricians. The demand for mediation must be presented to the other organisation no later than 6 weeks after the local negotiations have concluded without a consensus having been reached.

2.

The written report mentioned in subsection 1.3 of this Section shall accompany the report of the complainant party to its organisation.

3.

The organisation which submits a request for mediation to the counterpart organisation shall at the same time indicate which matters are in dispute, as far as possible via the report mentioned in subsection 2.2 of this Section, and, where possible, state who will participate in the mediation on behalf of the organisation. Similarly, the counterpart organisation shall then inform the complainant organisation of the name of its representative at the mediation meeting.

The time and place of the mediation meeting shall be agreed by the offices of the organisations.

4.

If the mediation meeting has been requested pursuant to the provisions laid down in Section 5 of the collective agreement on notice of termination of local agreements, trade practices or schemes, the counterpart organisation must be in receipt of the request for a mediation meeting within the time limits stated in Section 5.

5.

The mediation meeting shall as far as possible be held at the workplace where the dispute has arisen.

6.

The mediation meeting shall take place without undue delay and no later than the 15th working day following receipt of the mediation request by the counterpart organisation.

Note: For cases involving dismissal, reference is made to Section 20(6).

7.

Negotiations shall be resumed at the mediation meeting with the assistance of the organisations' mediators, who will subsequently seek to resolve the dispute through direct reciprocal negotiations.

Each of the organisations may call to plenary session those persons they regard as being of interest to shed light on the case. These persons shall have the right to speak at the meeting.

8.

The mediators shall draw up a report of the result of negotiations and sign this with binding effect for the parties at the company, and shall send a copy of the report to each of these parties, as well as to the organisations involved.

3. Ten-delegate meeting

1.

If the dispute remains unresolved despite mediation efforts, either of the organisations are entitled to demand that the case be referred to a ten-delegate meeting, consisting of 3–5 representatives of TEKNIQ Arbejdsgiverne and 3–5 representatives of the Danish Union of Electricians.

2.

Unless otherwise agreed at the mediation meeting, the counterpart organisation shall be in receipt of the request for a ten-delegate meeting no later than the 20th working day after the mediation meeting.

3.

The ten-delegate meeting shall be held in Copenhagen as soon as convenient, and no later than the 10th working day after the receipt of the request. The ten-delegate meeting may be held at the workplace if TEKNIQ Arbejdsgiverne and the Danish Union of Electricians agree that this may be of importance to the case.

4.

At the ten-delegate meeting the case shall normally be presented by the mediators, supplemented by representatives of the employer and the company's electricians, who must be represented at the meeting.

Once the matter has been sufficiently described in plenary session, the ten-man delegation shall seek to resolve the dispute.

If the ten-man delegation can reach agreement on a suitable solution, this solution shall be binding on the parties.

5.

A report shall be compiled on the result of the meeting, which shall be signed by the organisations' negotiators.

Disputes of general importance between TEKNIQ Arbejdsgiverne and the Danish Union of Electricians concerning collective agreements.

4. Organisation meeting

1.

Disputes between TEKNIQ Arbejdsgiverne and the Danish Union of Electricians concerning interpretation of the collective agreement and other agreements of equal status and importance entered into by TEKNIQ Arbejdsgiverne and the Danish Union of Electricians may be directly negotiated at organisation meetings between representatives of the leadership of TEKNIQ Arbejdsgiverne and the Danish Union of Electricians.

2.

If TEKNIQ Arbejdsgiverne or the Danish Union of Electricians deems that a local conflict of the type referred to in item 4.1 of this Section is a matter of general public importance to warrant that a ruling on the matter could be decisive for the entire area of the collective agreement that the case concerns, this organisation may propose that the case be dealt with according to the rules set out in this Section, instead of by mediation or by a ten-delegate meeting. If the request cannot be approved by the counterparty, it shall be regarded and treated as a request for mediation.

3.

Minutes shall be kept on the results of the organisation meeting.

4.

Agreements made at organisation meetings, unless otherwise agreed, may at the earliest terminate at the time of expiry of the relevant collective agreement.

5.

An organisation which, after 1 July 2007, wishes to make a claim of corporate liability against the counterpart organisation shall request that the matter be dealt with at an organisation meeting. The matter must be considered in this way before proceedings in Labour Court.

If the complainant party fails to request that an organisation meeting be held, the claim of corporate liability shall be void and may not be raised again at a later date on the same basis.

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

5. Industrial arbitration

1.

In the event that the aforementioned industrial proceedings fail to procure an agreed solution, and the case concerns the interpretation of an existing collective agreement or other agreement between the parties, a ruling may be sought from an industrial arbitration tribunal, provided that both TEKNIQ Arbejdsgiverne and the Danish Union of Electricians are in agreement on such a procedure.

2.

The organisation that wishes a current, unresolved question to be referred to the ruling of an arbitration tribunal shall be obliged to send notice to this effect to the counterpart organisation, such that notice is received no later than the 15th working day following unsuccessful negotiation at the last instance of the procedure described in subsections 1–4 of this Section.

The counterpart organisation shall thereafter be obliged to state its position on this, so that the requesting organisation is in receipt of the response no later than the 15th working day after the receipt of notice.

3.

The arbitration tribunal shall comprise 5 members: 1 presiding judge, and 2 representatives of each of the contending parties.

4.

When agreement has been reached to bring the matter before an arbitration tribunal, the organisations shall each select their representatives and thereafter immediately communicate the names of these representatives to each other.

5.

The organisations shall then jointly appoint an impartial presiding judge. If agreement cannot be reached between the organisations concerning the presiding judge, the Danish Labour Court must be asked as soon as possible to appoint one. The request must also state which persons have been suggested for this role during negotiations between the organisations.

6.

The selected or appointed presiding judge willing to take on the position shall function as the chairperson of the tribunal and shall manage its negotiations.

7.

If, before or during the tribunal's deliberations, a member of the tribunal is found to be a party to the case, he or she shall resign from the tribunal, and shall be replaced by a deputy.

8.

The hearing shall be held as soon as possible, though no earlier than on the 10th working day following the appointment of the tribunal's members. The date of the hearing shall be arranged by negotiation between the presiding judge and the organisations.

9.

During the hearing, the case shall be presented verbally by a representative of each organisation, who must not also be a member of the tribunal.

10.

The arbitration tribunal shall itself determine all questions of procedure not defined in these rules. The chairperson shall participate in the ballot on the matter, and all questions shall be decided by a simple majority of votes.

11.

If the ballot fails to result in a majority decision on the case, the presiding judge, as the umpire in the case, shall determine the issue alone, providing reasons for the ruling, and if necessary also dealing with the question of the competence of the tribunal.

In the ruling, the umpire shall be limited to a decision which lies within the deliberations of the other tribunal members, as well as within the scope of the claims.

12.

The umpire's decision should in general be made available 1 week after the case has been sent for a ruling, and no later than 14 days after this date.

13.

Each of the organisations are entitled to allow a secretary to attend any meeting requested by the organisations.

6. Cases concerning dismissal

In cases concerning dismissal, the mediation meeting shall take place no later than 5 working days after the request for a mediation meeting has been received by the counterpart organisation, unless otherwise agreed.

If agreement is not reached at the mediation meeting in cases concerning dismissal, the respective parties may ask for the case to be settled by arbitration.

In situations where a request has been made for the case to be taken to an industrial arbitration tribunal, the respective parties may also ask for an organisation meeting, provided that the meeting can take place without rescheduling the industrial arbitration tribunal.

The organisation that asks for the case concerning dismissal to be escalated has 10 working days from the date of the mediation meeting to file a written request for the matter to be taken to an industrial arbitration tribunal. This deadline may be waived by agreement.

7. Work stoppage

1.

Until the procedure laid down in these rules for handling conflicts arising between the organisations or their members has taken place, neither of the parties shall initiate a work stoppage of any kind (blockade, lockout or strike).

2.

These rules shall not hinder the right of the 2 organisations or their members to participate in a legally constituted sympathy strike or sympathy lockout without prior mediation or arbitration. The same shall apply to the right to undertake the work stoppages dealt with in “Rules for the Conduct of Industrial Conflicts” (the Standard), Section 17.

8. Other provisions

1. Circumvention of the collective agreement

The parties agree that it may be regarded as circumvention of the collective agreement if independent commercial companies undertake specifically defined work in a work relationship similar to salaried employment (known as “arms and legs enterprises”).

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

Any disputes about the possible existence of circumvention of the collective agreement may be dealt with in accordance with the rules on industrial disputes.

The organisations agree that these provisions do not alter legal practice in this field.

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

Where it is unclear whether the relationship is one of a subcontractor or whether the relationship is similar to salaried employment, the Danish Union of Electricians may be given the name and CVR no. of the individual subcontractor(s), and, if possible, details of any agreement that is applicable to the subcontractor.

Subsection 2. Subcontracts

Companies should always introduce provisions in their construction contracts to the effect that subcontractors must be covered by the individual Danish Confederation of Trade Unions association's collective agreements relevant to the trade in respect of the employees undertaking the work.

It is agreed that the above contractual provision means that work stoppages with a view to fulfilment of the collective agreement are avoided, as the subcontractor is thus covered by a collective agreement.

The Danish Union of Electricians must, on request, be informed as to whether this provision has been included in the subcontracting agreement. The Danish Union of Electricians may be given the name and CVR no. of the individual subcontractor(s), and, if possible, details of any agreement that is applicable to the subcontractor.

If the Danish Union of Electricians ascertains that there has been an attempt to circumvent this provision, that matter will be addressed by the committee referred to in subsection 8.4.

Subsection 3. Employment code

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

Subsection 4. Social dumping

The parties have appointed a committee to continually monitor and discuss the use of foreign labour in the electrical industry. A mandate has been prepared for the committee to ensure follow-up of the aforesaid provisions (see Annex 23).

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

The parties to the collective agreement recognise the need to give foreign companies a thorough introduction to the Danish labour market and to "the Danish model". Accordingly, there is a consensus to offer a joint briefing for foreign companies and their employees – preferably before they begin operating in Denmark.

Where possible, the meeting may take place on the site. Otherwise, one of the parties will find suitable premises.

However, this agreement does not release either of the parties to the collective agreement from arranging meetings with their own side.

Note: The parties agree to revise Annex 23 in the light of the renewal of the collective agreement.

Section 21 Duration of the Collective Agreement

1.

This collective agreement shall enter into force on 1 March 2020 and shall be binding on the undersigned organisations, irrespective of whether their members are members of any other organisation, until one of the parties, in accordance with the applicable rules, issues notice of termination of the agreement to the following 1 March, however at the earliest 1 March 2023.

2.

For as long as this agreement remains in force, neither of the undersigned organisations or their members, individually or jointly, may attempt by any means, open or hidden, to counteract its provisions or compel any change in them.

On behalf of TEKNIQ Arbejdsgiverne

On behalf of the Danish Union of Electricians

Henrik Fugmann

Jørgen Juul Rasmussen

Annexes

Annex 1 Framework agreement

Salaried electricians

Employment as a salaried electrician is intended to give the electrician increased security of employment, and at the same time bind the person concerned more closely to the company.

Employment as a salaried electrician may be agreed with any electrician who has shown a special interest in the company's operations, and who has contributed to strengthening the company via his professional qualifications and other qualities.

1. Agreement Conditions

1.

This agreement is a supplement to the Collective Agreement between TEKNIQ Arbejdsgiverne and the Danish Union of Electricians from time to time in effect.

The provisions of the Electricians' Collective Agreement shall apply to all matters not dealt with in this agreement.

2. Individual employment similar to that of a salaried employee

As an addition to employment as a salaried electrician as per the present Annex, individual employment similar to that of a salaried employee may be agreed as per Annex 1a.

2. Contract of employment

1.

Employment as a salaried electrician shall be agreed between the individual electrician and his employer, without interference from the organisations.

The electrician in question shall have been employed as an electrician under the electricians' collective agreement at the company for an uninterrupted period of at least 1 year before an agreement can be entered into for employment as a salaried electrician.

2.

An agreement on employment as a salaried electrician shall be entered into using the written employment contract compiled by the organisations for this purpose (Annex 4). If such an employment contract is not available, the ordinary provisions of the Electricians' Collective Agreement relating to conditions of employment shall apply.

Note: The parties agree that the seniority requirement applies in relation to work under the Electricians' Collective Agreement; accordingly, all previous commercial work under the Electricians' Collective Agreement is included in the calculation of seniority – not just the current company employment.

Note: In the case of off-site work abroad a special agreement shall be drawn up, cf. the Electricians' Collective Agreement, Section 14a.

Note: The implementation of the EU Working Time Directive is described in Annex 7.

3. Terms of employment

1.

The electrician shall enter into the salaried position with effect from the first day of a calendar month.

2. Termination

Seniority shall be calculated from the time of entering into the agreement as a salaried electrician. Accordingly, any periods of apprenticeship or employment as an hourly-paid electrician cannot be included in the calculation of seniority.

3.

In the transition to salaried electrician, the length of notice may not become shorter for the relevant electrician than it was under Section 6 of the collective agreement.

4.

If the contract of the salaried electrician is terminated, but the person in question remains employed with the company as an hourly-paid electrician, the electrician's seniority shall thereafter be calculated from the time of commencement of employment with the company, in accordance with Section 6 of the collective agreement.

5.

The provisions set out in Sections 2, 2b and 4 of the Employers and Salaried Employees (Legal Relationship) Act are applicable to the conditions of employment of salaried electricians, and are reproduced here:

Section 2.

The employment contract between the employer and the salaried employee may only be terminated after prior notice has been given in accordance with the rules referred to below. The same applies upon cessation of a fixed-term work contract prior to expiry of the contract of employment.

Subsection 2. Termination on the part of the employer shall be at least

- 1) With 1 month's notice to quit to the end of a month within the first 6 months after the employee is taken on;
- 2) With 3 months' notice to quit to the end of a month after 6 months' employment.

Subsection 3. The period of notice in subsection 2(2) shall be increased by 1 month for every 3 years of service, subject to a maximum of 6 months.

Subsection 4. If the employer can substantiate that it has been agreed that the work is of a purely temporary nature and that the employment relationship is not to exceed a period of 1 month, the rule laid down in subsection (2)(1) shall not apply.

Subsection 5. If the employer can substantiate that the employment is probationary and that the employment relationship does not exceed a period of 3 months, termination on the part of the employer shall take place by giving notice of at least 14 days.

Subsection 6. The employee may give notice of termination of one month to the end of a month, unless it has been agreed that the work is of a purely temporary nature and does not last more than 1 month or the work is for a probationary period and the employment relationship does not exceed a period of 3 months. However, it may be agreed in writing that a longer period of notice shall be given by the employee provided that the period of notice to be given by the employer is extended correspondingly.

Subsection 7. The notice shall be given so early that the resignation with the notice prescribed for the period of employment can take place before the expiry of that period. Notice under subsections 2, 3 and 6 shall be given in writing no later than on the last day of the month from the end of which the period of notice begins. At the request of the salaried employee, the employer shall state the reason for dismissal in writing.

Subsection 8. If a salaried employee continues to work in an enterprise after a change of ownership, the period during which he was employed in the enterprise as a salaried employee before the change of ownership shall be taken into account in connection with the calculation of the period of employment.

Subsection 9. If the enterprise provides residential accommodation for the use of the salaried employee and his/her family as part of the contract of employment, the period of notice on the part of the employer shall be at least 3 months. The employee is entitled to occupy the dwelling together with his or her family on payment of the agreed rent (or rent-free, as the case may be) for up to 1 month after termination of the employment relationship, and the employee's family shall have the same right in the event of his or her death. If the employer considers it necessary – for operational reasons – it shall, however, be entitled to claim immediate possession of the premises – against payment of costs relating to the removal.

Subsection 10. In the event of a lawfully notified work stoppage, the rules of the labour market organisations concerning notice shall prevail over the above provisions.

Section 2b

In the event that the issuing of notice to a salaried employee who has been in the uninterrupted employ of the relevant company for at least 1 year before the issuing of notice cannot be considered reasonably justified in the affairs of the salaried employee or the company, the employer shall provide compensation. The size of this compensation shall be established taking account of the length of employment of the salaried employee and the other circumstances of the case, but cannot exceed the employee's salary for a period corresponding to half the period of notice to which the employee in question is entitled in accordance with Section 2, subsections 2 and 3. If at the time of issuing notice the salaried employee is aged 30 years or more, the compensation may however amount to up to 3 months' salary.

Subsection 2. If, at the time of issuing of notice, the salaried employee has been employed at the relevant company for an uninterrupted period of at least 10 years, the compensation described in subsection 1 may amount to up to 4 months' wages. After 15 years of uninterrupted employment with the company, the compensation may amount to up to 6 months' wages.

Subsection 3. The provisions laid down in sections 1 and 2 shall apply correspondingly in the event of unjustified termination of employment.

Section 4.

If a salaried employee fails without good cause to perform his or her duties or abandons his or her work, or if the employer terminates the employment relationship due to gross default on the part of the employee, the employer is entitled to compensation for any resultant loss. In the event of unlawful absence from work or desertion, the employer is, as a minimum, entitled to compensation corresponding to half a month's salary, in the absence of special circumstances.

Longer period of notice for former trade union representatives/shop stewards

Regarding ceasing to be a trade union representative/shop steward, please refer to Section 3 subsection 7 of the Electricians' Collective Agreement – whereby the longer period of notice deviates from Section 2 of the Employers' and Salaried Employees' (Legal Relationship) Act in that the salaried employee leaves at the end of a month, and that this is in the electrician's favour.

4. Remuneration

1. Wage determination

The wages of salaried electricians shall be agreed in each individual instance between the employer or its representative and the electrician, without interference from the organisations or their members. In wage determination, account must be taken of the professional level of skill and type of work, as well as the amount of piecework performed by the person in question.

2. Wage payment

The wages shall be paid monthly and retrospectively, and shall be deposited in the employee's bank account no later than the last weekday in the wages period. Saturdays are not counted as working days in this connection. The wages shall be paid by direct transfer into the electrician's bank account.

3. Payslip

The payslip shall contain information on how the payment is distributed between piecework, time-based pay, overtime payments, etc., as well as which deductions are made for tax, ATP, AMB, AMP, etc.

4. Timesheets

The company must be in receipt of timesheets by the beginning of working hours each Monday morning. If the timesheets have not been submitted by Monday morning in a timely manner, the company is entitled to make a suitable part payment, with final settlement taking place at the next subsequent wage payment.

5. Supplementary payments

Supplementary payments, such as the overtime bonus earned during the week in which wage payment is made and the week before, shall be made at the next subsequent wage payment. Nevertheless, piecework bonuses shall always be paid in accordance with Section 12.1 and 12.2 of the collective agreement.

6. Objections

Objections to the calculation of the timesheets shall be made by the company no later than at the time of payment of wages.

7. Conversion factor from monthly salaried to hourly pay

The conversion factor from monthly wages to hourly pay shall be 160.33.

Wages for incomplete months of work, e.g. due to absence because of holidays or time off, shall be calculated as a deduction in wages using the stated conversion factor for each hour of absence.

8. Pay adjustments

The wages of salaried electricians shall be regulated in accordance with the provisions of the collective agreement.

9. Rehiring

The employment contracts of salaried electricians shall cease when the relevant person leaves the company. Accrued seniority lapses upon cessation of employment. In the case of rehiring, the relevant person shall be employed as an hourly-paid electrician.

5. Piecework

1.

The calculated hourly pay shall be utilised in the calculation of piecework bonuses. The conversion factor from monthly wages to hourly pay shall be 160.33.

6. Holidays, public holidays and extra days off/free choice scheme

1.

Salaried electricians shall be paid for public holidays, calculated on the basis of the normal monthly wages.

2.

Salaried electricians shall be paid for holidays, calculated on the basis of the normal monthly wages. In addition, a holiday bonus is payable of 1% of pay accrued during the holiday year and is paid out in accordance with the Danish Holiday Act and Section 16(3) of the collective agreement.

3.

When employees who receive wages during their holiday, but have not accrued wages/holiday pay, are absent due to holidays, their wages shall be calculated by deducting an amount corresponding to 1/160.33 of the employee's monthly full-time wages (corresponding to 37 weekly working hours) per actual hour of absence. In the event that the average number of weekly working hours is other than 37 hours, for example in the case of shift work, the pro rata figure shall be adjusted accordingly.

4.

Salaried electricians may, prior to the commencement of a qualifying year, demand holiday allowance on their wages in this qualifying year, although only at 12%.

5.

On resignation, holiday allowance is calculated in accordance with the applicable rules. TEKNIQ Arbejdsgiverne's holiday guarantee scheme shall be utilised, in accordance with Section 16, subsection 6 of the collective agreement.

6.

Annex 26 applies in the transitional period from 1 May 2020 to 31 December 2020.

The aim of the savings scheme is to give employees an opportunity to choose between higher pension payments or wages, as well to finance extra days off.

In each calendar year, the individual employee shall have the right to up to 5 extra days off, with payment from the savings account corresponding to normal wages, provided that there are sufficient funds in the account. Savings in this account are accrued during the calendar year.

Extra days' holiday are scheduled by agreement in accordance with the rules of the Danish Holidays with Pay Act governing residual holiday. The extra days off are converted into and taken as hours during the calendar year. Regardless of any job change, it is not permitted to take more than 5 extra days off per calendar year.

If the employee is not employed in the company for the entire calendar year, due to recruitment or resignation, the extra days off shall be calculated pro rata in relation to employment in the calendar year.

Savings accounts shall be created for all persons employed under conditions of employment similar to those of salaried employees and who are covered by collective agreements, into which the employer shall add, of wages giving rise to holiday entitlement at each wage payment:

	1 March 2020	1 March 2021	1 March 2022
Extra days off	2.50%	2.50%	2.50%
Free choice scheme	5.00%	6.00%	7.00%
Overall accrual in total	7.50%	8.50%	9.50%

Holiday allowance is not to be paid out of the savings, as this includes holiday allowance.

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

Agreement can be reached with individual employees for the annual increase of 1% in the free choice scheme to be paid out continuously with wages. However, as a prerequisite, the company must be able to document that a dialogue has taken place about continuous payment. The parties to the collective agreement encourage the company to take the initiative in a dialogue with the employees about the options for the free choice scheme. If there is continuous payout of contributions to the free choice scheme, holiday allowance/holiday bonus will not be calculated in respect of these contributions.

The individual electrician's extra days off account and the free choice scheme shall be settled, and the remaining amount paid, each year in the final wage payment of the calendar year, unless the individual electrician submits a request prior to 30 November for the remaining amount – or part thereof – to take the form of an extraordinary pension contribution, instead of being paid out.

If the electrician resigns or switches to employment on an hourly pay in the same company, the remaining amount shall be calculated and paid out with the next wage payment.

TEKNIQ Arbejdsgiverne shall act as guarantor for the payment of the sum in accordance with the holiday guarantee scheme.

7. Illness

1.

Salaried electricians are entitled to wage payments during absence due to illness, calculated on the basis of the normal wages.

2.

However, the salaried employee may be dismissed at 1 month's notice to the end of a calendar month if the employee has received wages during periods of illness for a total period of 120 days during any period of 12 consecutive months.

Notice must be issued in immediate association with the expiry of the 120 days lost due to illness, and while the salaried electrician is still ill. The termination shall be valid even if the relevant person has returned to work prior to the expiry of the period of notice.

3.

Notice of termination may be issued during a period of illness. Section 6, subsection 2.9 of the collective agreement shall not apply to agreements for salaried electricians.

8. Rules for the conduct of industrial conflicts

1.

Entering into an employment contract as a salaried electrician presupposes that the parties are in agreement on the matter. No demand to enter into an employment contract as a salaried electrician can therefore be the subject of industrial proceedings.

2.

When the employment contract has been entered into, disputes, if one of the parties so demands, shall be subject to industrial proceedings in accordance with the provisions of the collective agreement on the conduct of industrial conflicts.

Annex 1a Individual employment similar to that of a salaried employee

Employment may be agreed between the individual electrician and the company without interference from the professional organisations. In order to be employed as an individual similar to that of a salaried employee pursuant to Annex 1a, the electrician must have at least 1 year's seniority in the company, and must have been employed under the Electricians' Collective Agreement for at least 4 years within the last 5 years.

Starting a new job at another company

If the electrician has been employed at a company for at least 1 year on individual conditions similar to those of a salaried employee as per Annex 1a, the electrician can be employed at another company on individual conditions similar to those of a salaried employee as per Annex 1a.

The Employers' and Salaried Employees' (Legal Relationship) Act governs such employment.

Note: Sections 7.1 and 7.2 and 20 of the Employers' and Salaried Employees' (Legal Relationship) Act do not apply.

An agreement on employment for an electrician similar to that of a salaried employee shall be entered into in accordance with Annex 1a using the written employment contract compiled by the professional organisations for this purpose (Annex 4a).

The following may be agreed when employing an individual electrician on terms similar to those of a salaried employee:

Wage determination

Pay as for a salaried employee/job may be agreed. Pay must reflect the effort, qualifications and skill of the individual. It must also be stated whether pay includes payment for overtime and standby shifts and if, therefore, a pay agreement for a permanent position has been concluded.

The agreement must equate reasonably well to the previous pay, job content and extent of overtime and may be dealt with by industrial arbitration pursuant to Section 20 of the collective agreement.

Off-site work and external service

The parties agree that payment for travel time may be agreed between the company and the employee.

Rescission/termination of individual employment similar to that of a salaried employee, whilst remaining with the company

If the contract of the individual having employment similar to that of a salaried employee is rescinded/terminated, but the person in question remains employed with the company as an hourly-paid electrician, the electrician's seniority shall thereafter be calculated from the time of commencement of employment with the company, in accordance with Section 6 of the collective agreement.

If the contract of the individual having employment similar to that of a salaried employee is rescinded/terminated, but the person in question remains employed with the company as a salaried electrician or remains in employment similar to that of a salaried employee pursuant to Section 19 of the Electricians' Collective Agreement, seniority for the uninterrupted period of employment is calculated in respect of the unbroken employment relationship where the employment relationship was governed by employment similar to that of a salaried employee pursuant to Section 19 or a salaried electrician.

Note: Accordingly, any periods of apprenticeship or employment as an hourly-paid electrician cannot be included in the calculation of seniority.

Termination

Termination leading to leaving is as per Section 2 of the Employers' and Salaried Employees' (Legal Relationship) Act, and both parties must have this in writing.

Remuneration pursuant to Section 2a of the Employers' and Salaried Employees' (Legal Relationship) Act

Entitlement to severance pay pursuant to Section 2a of the Employers' and Salaried Employees' (Legal Relationship) Act is accrued based solely on seniority acquired after employment, covered by Annex 1a. If the conditions exist for payment of severance pay pursuant to Section 2a of the Employers' and Salaried Employees' (Legal Relationship) Act at the time of transition from employment similar to that of a salaried employee to a different kind of employment or leaving, payment must be made.

Annex 2 Protocol on implementation of the Equal Pay Act

Implementation of the Equal Pay Act

The parties to the collective agreement agree to implement the Danish Equal Pay Act in the collective agreements.

With this in mind, the parties have agreed on the following protocol text:

“Section 1. Pay discrimination on the basis of gender, in violation of the rules of this agreement, is not permitted. This applies to both direct and indirect discrimination.

Subsection 2. All employers must provide equal pay to women and men in terms of all pay elements and pay conditions, for the same work or for work that is attributed the same value. Especially when a professional qualification system is used for determining pay, this system must be based on the same criteria for male and female employees and so arranged as to exclude any discrimination on grounds of gender.

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

Section 1 a. Direct discrimination exists when a person, on the grounds of gender, is treated less favourably than another person has been or would be treated in a comparable situation. Any less favourable treatment of a woman in connection with pregnancy and during women’s 14-week leave after birth is considered to be direct discrimination.

Subsection 2. Indirect discrimination exists when a provision, a criteria or a practice that is apparently neutral would put persons of one gender in a less favourable position than those of another gender, unless the provision, condition or practice in question is objectively based on a legitimate aim and the means for fulfilling this aim are appropriate and necessary.

Subsection 3. Pay is the standard base or minimum wage and all other benefits that the employee receives as result of the employment relationship, directly or indirectly from the employer, in the form of cash or in kind.

Section 2. An employee whose pay is in violation of Section 1 is lower than that of others, is entitled to the difference.

Subsection 2. An employee whose rights have been violated as a result of wage discrimination based on gender, can be awarded compensation. The compensation will be determined with consideration of the employee’s length of employment and the other circumstances of the case.

Section 2 a. An employee is entitled to disclose information about his or her pay conditions. This information may be disclosed to anyone.

Section 3. An employer must not dismiss a wage earner or subject a wage earner – including a wage earners’ representative – to unfavourable treatment by the employer in response to a complaint, or because the wage earner or the wage earners’ representative has submitted a demand for equal pay, including equal pay conditions, or because the latter has passed on information about pay. An employer may not dismiss an employee or an employee representative due to the lodging of a claim pursuant to Section 4(1).

Subsection 2. It is incumbent on the employer to prove that a dismissal is not in violation of the rules of subsection (1). However, if the dismissal takes place more than one year after the employee has lodged a claim for equal pay, Section 1 only applies if the employee proves actual circumstances that give rise to a presumption that the dismissal is in violation of subsection (1).

Subsection 3. A dismissed employee can assert a claim for compensation or reinstatement. Any reinstatement must be carried out in accordance with the principles of the Main Agreement. The compensation will be determined with consideration of the employee's length of employment and the other circumstances of the case.

Section 4. An employer with at least 35 employees must annually prepare pay statistics by gender for groups with at least 10 people of each gender included in the calculation according to the 6-digit DISCO code for the purpose of consulting and informing the employees on pay differences between men and women at the company. However, this does not apply for companies in the industries of agriculture, gardening, forestry and fishing. If, due to the company's legitimate interests, the gender-specific pay statistics are provided as confidential, the information may not be disclosed.

Subsection 2. The gender-specific pay statistics stipulated by subsection (1) must be calculated for employee groups with a degree of detail corresponding to the 6-digit DISCO code. The employer is also obliged to account for the statistical design and for the applied definition of pay.

Subsection 3. Companies that report to the annual pay statistics from Statistics Denmark can, at no charge, request pay statistics by gender, in accordance with subsection (1), from Statistics Denmark.

Subsection 4. The employer's obligation to prepare gender-specific pay statistics under subsection (1) become void if the employer enters into an agreement with the employees at the company on the preparation of a report. The report must include a description of conditions of importance for the remuneration of men and women at the company, specific action-oriented initiatives that can have a duration of up to 3 years, and the specific follow-up on these activities during the period covered by the report. The report must cover all of the company's employees and is treated in accordance with the rules of the Cooperation Agreement. The report must be completed before the end of the calendar year in which the obligation to prepare gender-specific pay statistics applied.

Section 5. An employee who does not believe that the employer is complying with its obligation to provide equal pay, including equal pay conditions, can, under this agreement, request that the claim be decided through the labour law system.

Subsection 2. If a person who considers himself/herself wronged pursuant to Section 1 proves actual circumstances that give rise to the presumption that direct or indirect discrimination has taken place, it is incumbent on the other party to prove that the equal treatment principle has not been violated.

Section 6. In cases where the unions find a reason to present a claim in an industrial procedure via a mediation meeting in accordance with the above rules, an inspection can be conducted at the company with the participation of the organisations before proceedings in the case.

subsection 2. In the event of cases based on labour law, an agreement is made at the mediation meeting, or before this meeting, about what information will be provided to the union for the purpose of assessing the case.

The parties agree that the Danish Equal Pay Act does not subsequently apply to the employment relationship covered by the collective agreement between them, and that disputes regarding equal pay must be resolved in the labour law system.

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

Glostrup, date: 10 March 2010

The Danish Union of Electricians

TEKNIQ

Annex 2a Protocol on establishment of the Equal Pay Committee

The parties to the collective agreement agree to recommend to DA (the Confederation of Danish Employers) and LO (Danish Confederation of Trade Unions) that the main organisations establish an equal pay board.

The parties to the collective agreement recommend that the committee be established within the following:

Overarching framework

The Equal Pay Board will be established according to the model known from the Dismissals Board.

The Committee shall be empowered to decide in matters concerning the construction and understanding of, as well as any violations of, the Equal Pay Act or the implementation of the provisions of the Act into the collective agreement. Cases that relate to implementation shall be brought before the Committee unless already covered by the rule in Section 11(2) and Section 22(1) of the Labour Court Act.

The Board must initially be able to decide disputes regarding the central provisions of the act, namely Section 1(1) to 1(3) and Section 3.

Matters regarding Section 5a(4) of the act and similar agreement provisions must be primarily resolved in accordance with the rules of the Cooperation Agreement. Only legal disputes in the form of disputes regarding breaches or interpretation of the provision may be brought before the Board.

The parties agree to seek to establish a unified system of sanctions.

If a case contains elements that concern both a violation and interpretation of the equal pay rules and other elements of the collective agreement at the same time, the Board can also consider these other elements of the collective agreement. If such other elements of the collective agreement require a very specific knowledge of the collective agreement, they can, upon demand, be referred to independent handling in the labour court system.

Cases cannot be brought before the Board until the usual avenues for negotiation in the labour law system have been exhausted. This means that a local negotiation, mediation meeting and organisation meeting must have been completed. In addition, a preparatory meeting should be held under the auspices of the Board, corresponding to the meeting that is known from the Dismissals Board.

The parties to the collective agreement agree that the deadlines applying for case handling in the Dismissals Board are not expedient in equal pay cases, which often entail a large amount of facts. Therefore, there is agreement that it is expedient to utilise different deadlines, which better balance the need for a quick decision and the need for appropriate consideration of the cases.

The parties agree to seek to clarify whether DA and LO will undertake to establish an Equal Pay Committee along the same lines as the Dismissal Committee and, if so, whether the main organisations would decide on the other necessary aspects such as the function, terms of business, etc., of the Committee.

If by 1 October 2010 it has not proved feasible to make the decision to establish an Equal Pay Committee under the auspices of DA and LO, the parties agree to set up their own committee.

Such a board will be established in accordance with the above guidelines, with the necessary adjustments.

Glostrup, date: 10 March 2010

Annex 3 Employment form

Ansættelsesblanket

Ansættelsen sker i h.t. Elektrikeroverenskomsten mellem TEKNIQ Arbejdsgiverne og Dansk El-Forbund*)

Virksomhedens navn *)		CVR-nr.)*
Adresse*)		
Postnr. By*)	Tlf.nr.	E-mail
Den ansattes navn)*	Cpr.-nr.)*	
Adresse*)		
Postnr. By *)	Tlf.nr.	E-mail
Bopælskommune	Udlært den	Fag
Titel eller kortfattet beskrivelse af arbejdet *)		
Fagforbund	Reg.nr. og kt.nr. i pengestitut	
Ansæt fra den *)	Hvis ansættelsen er tidsbegrænset angives fratrædelsesdato	
Hvis ansættelsen er opgavebegrænset angives projekt og forventet varighed		

Ansættelsessted

<input type="checkbox"/> Ved ansættelse på ovennævnte adresse
Ved ansættelse i afdeling/filial - angiv adresse
Ved ansættelse på arbejdsplads - angiv adresse
Lønnsen er ved tiltrædelsen aftalt til kr. _____ pr. time *)
Lønnsen udbetales <input type="checkbox"/> Hver 14. dag bagud, jf. Elektrikeroverenskomstens § 9, stk. 9. <input type="checkbox"/> Månedsvist bagud, jf. Elektrikeroverenskomstens § 9, stk. 10.
Med hensyn til betaling for overarbejde, rojse- og vejtid mv. henvises til Elektrikeroverenskomsten*. På virksomheden kan forekomme akkordarbejde i h.t. Elektrikeroverenskomsten*.)
Anmeldelse af sygdom/fravær skal ske i h.t. gældende regler og t. virksomhedsregler. Helbredsforhold oplyst ved ansættelsens start
Arbejdsmarkedsoprejsning AMP oprettes i PensionDanmark, jf. Elektrikeroverenskomstens regler herom
Evt. specielle aftaler
Kun for nyoptagne medlemmer af TEKNIQ Arbejdsgiverne vedr. optrappingsordning iht. Elektrikeroverenskomstens § 18a. (Obs: Kræver henvendelse til TEKNIQ Arbejdsgiverne) <input type="checkbox"/> Ansættelsen er omfattet af optrappingsordning iht. Elektrikeroverenskomsten § 18a. Kopi af aftalen udleveres til medarbejderen.

Virksomhedens underskrift	Den
Ansættelsesblanket modtaget	Den

Punkter markeret med *) i denne ansættelsesblanket er minimumsbestemmelserne i h.t. EF-Direktiv nr. 91/533/EØF om arbejdsgiverens pligt til at underrette arbejdstageren om vilkårene for arbejdskontrakten.



TEKNIQ-blanket nr. 211/01.5

TEKNIQ ARBEJDSGIVERNE

Annex 4 Contract of employment for salaried electrician

Ansættelseskontrakt for månedslønnet elektriker

Ansættelsen sker i h.t. rammeaftale indgået mellem TEKNIQ Arbejdsgiverne og Dansk El-Forbund for månedslønnede elektrikers. Rammeaftalen er et bilag til den til enhver tid gældende overenskomst mellem TEKNIQ Arbejdsgiverne og Dansk El-Forbund.

Undertegnede virksomhed		CVR-nr.
Adresse		
Postnr. By	Tlf.nr.	E-mail
Ansætter herved (navn)		Cpr.nr.
Adresse		
Bopælskommune	E-mail	Fag
Fagforbund	Reg.nr. og kt.nr. i pengesinstitut	
Ansættes som månedslønnet elektriker fra den		Hvis ansættelsen er tidsbegrænset angives fratrædelsesdato
Hvis ansættelsen er opgavebegrænset angives projekt og forventet varighed		

Ansættelsessted

<input type="checkbox"/> Ved ansættelse på ovennævnte adresse
Ved ansættelse i afdeling/ filial - angiv adresse
Ved ansættelse på arbejdsplads - angiv adresse
Lønnen er ved tiltrædelsen aftalt til kr. _____ pr. måned
Lønnen skal være til disposition senest den sidste hverdag i hver måned. Lørdag regnes i denne forbindelse ikke som hverdag.
Med hensyn til betaling for overarbejde, rejse- og vejtid mv. henvises til Elektrikeroverenskomsten.
På virksomheden kan forekomme akkorderarbejde i h.t. Elektrikeroverenskomsten.
Anmeldelse af sygdom/fravar skal ske i h.t. gældende regler og t. virksomhedsregler.
Heltfredsforhold oplyst ved ansættelsens start:
Opsigelsesvarsel følger Funktionsloven, jf. Rammeaftalens bestemmelser.
120-dages reglen Den månedslønnede elektriker kan opsiges med 1 måneds varsel til fratræden ved en måneds udgang, når den pågældende har fået løn under sygdom i alt i 120 dage inden for 12 på hinanden følgende måneder. Opsigelse skal ske i umiddelbar tilknytning til udløbet af de 120 sygdomsdage, og mens den månedslønnede elektriker endnu er syg. Opsigelsen er gyldig, selv om den pågældende er vendt tilbage til arbejdet inden opsigelsesvarslets udløb.
Arbejdsmarkedsoprejsning AMP oprettes i PensionDanmark, jf. Elektrikeroverenskomstens regler heron.
Evt. specielle aftaler

Kan for nyoptagne medlemmer af TEKNIQ Arbejdsgiverne vedr. optrappingsordning iht. Elektrikeroverenskomstens § 18a. (Otte: Kræver henvendelse til TEKNIQ Arbejdsgiverne)	
<input type="checkbox"/> Ansættelsen er omfattet af optrappingsordning iht. Elektrikeroverenskomstens § 18a. Kopi af aftalen udleveres til medarbejderen.	

Virksomhedens underskrift	Den
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Medarbejderen har modtaget en gengæret af nærværende kontrakt, og foranstående ansættelsesvilkår anerkendes

Medarbejderens underskrift	Den
----------------------------	-----

Denne ansættelsesblanket opfylder minimumsbestemmelserne i h.t. EF direktiv nr. 91/533/EEF om arbejdsgiverens pligt til at underrette arbejdstageren om vilkårene for arbejdskontrakten.



TEKNIQ ARBEJDSGIVERNE

TEKNIQ-blanket nr. 211/020

Annex 4a Contract of employment for individual electricians in employment similar to that of salaried employees

Ansættelseskontrakt for individuel funktionærlignende ansatte elektrikere iht. Elektrikeroverenskomstens bilag 1 og 1a

1. Undertegnede virksomhed	CVR-nr.
Adresse	
Postnr. By	Tlf.nr.
E-mail	
Arsætter herved (navn)	Cpr.nr.
Adresse	
Postnr. By	Tlf.nr.
E-mail	

2. Som (titel/stilling)

3. Ansættelsessted
<input type="checkbox"/> Ovennævnte adresse:
Ved ansættelse i afdeling/filial - angiv adresse
Ved ansættelse på arbejdsplads - angiv adresse
Andet:

4. Ansæt fra	Evt. til (hvis tidsbestemt):
---------------------	------------------------------

5. Der tilkommer medarbejderen ferie med løn/feriegodtgørelse i overensstemmelse med ferieloven.

6. Under ansættelsesforholdet gælder følgende opsigelsesvarsler: De første 3 måneder af ansættelsesforholdet kan aftales som prøvetid, og i denne kan opsigelse finde sted med 14 dages varsel til en hvilken som helst dag. Aftalt prøvetid: <input type="checkbox"/> Ja <input type="checkbox"/> Nej Ansættelsesforholdet kan derefter opsiges af medarbejderen med 1 måneds varsel til ophør ved udløbet af en kalendermåned. Af virksomheden kan ansættelsesforholdet efter prøvetiden opsiges til ophør ved udløbet af en kalendermåned således: » med et varsel på 1 måned, hvis opsigelse afgives inden udløbet af 5 måneder » med et varsel på 3 måneder, hvis opsigelse afgives inden udløbet af 2 år og 9 måneder » med et varsel på 4 måneder, hvis opsigelse afgives inden udløbet af 5 år og 8 måneder » med et varsel på 5 måneder, hvis opsigelse afgives inden udløbet af 8 år og 7 måneder » med et varsel på 6 måneder, hvis opsigelse afgives herefter. Opsigelse efter prøvetidens udløb skal ske skriftligt fra begge sider og være modtageren i hænde sidste dag i måneden. 120-dagesreglen Uanset ovennævnte opsigelsesvarsel er det en aftale, at ansættelsesforholdet kan opsiges med 1 måneds varsel til ophør ved udløbet af en kalendermåned, når følgende 3 betingelser alle er opfyldt: Medarbejderen skal inden for de senest forløbne 12 måneder have oppebåret løn under sygdom i 120 dage i alt » Opsigelse skal ske i umiddelbar tilknytning til udløbet af de 120 sygedage » Opsigelse skal ske, mens medarbejderen endnu er syg

Ansættelseskontrakt for individuel funktionærlignende ansatte elektrikere iht. Elektrikeroverenskomstens bilag 1 og 1a

7. Funktionsløn/jobløn			
Lønnen er ved tiltrædelsen aftalt til kr.	pe. måned	eller kr.	pe. time
og vil blive udbetalt hver	<input type="checkbox"/> måned	<input type="checkbox"/> 14. dag	
Der kan indgås aftale om funktionsløv/jobløn. Ved en sådan aftale kan det bestemmes, at lønnen omfatter betaling for overarbejde med den virkning, at der ikke ydes overarbejdsbetaling. Aftalen skal stå i rimeligt forhold til lønnen, stillingens indhold og overarbejdets omfang og kan fagretligt behandles efter overenskomstens § 20.			
Overstående løn betragtes som funktionsløv/jobløn	<input type="checkbox"/> Ja	<input type="checkbox"/> Nej	
Arbejdsmarkedsopretholdelse AMP oprettes i PensionDanmark, jf. Elektrikeroverenskomstens regler.			

7A. Rejse- og udearbejde:
Betaling for rejse- og udearbejde kan afregnes iht. individuel aftale.
Individuel aftale: <input type="checkbox"/> Ja <input type="checkbox"/> Nej
Det er individuelt aftalt, at:

8. Sygefravær
Ved sygefravær anmeldes det to iht. gældende regler eller virksomhedens retningslinier.

9. Specielle aftaler:

10. For nyoptagne medlemmer af TEKNIQ Arbejdsgiverne vedr. optrappingsordning iht. Elektrikeroverenskomstens § 18a
<input type="checkbox"/> Ansættelsen er omfattet af optrappingsordning iht. Elektrikeroverenskomsten § 18a. Kopi af aftalen udleveres til medarbejderen.

Dato	Virksomhedens underskrift
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Medarbejderen har modtaget en gørgpart af nærværende kontrakt, og foranstående ansættelsesvilkår anerkendes.

Dato	Medarbejderens underskrift:
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11. Senere kontraktændringer (der underskrives og dateres af parterne - senest 1 måned efter ikrafttræden):

Annex 5 Employment form pursuant to Section 19 of the Electricians' Collective Agreement

Ansættelsesblanket efter Elektrikeroverenskomstens § 19

Ansættelsen sker i henhold til indgået aftale om funktionær lignende ansættelse efter Elektrikeroverenskomstens § 19*).

Undertegnede virksomhed *)		CVR-nr. *)	
Adresse*)			
Postnr. By*)		Tlf.nr.	E-mail
Ansætter herved (navn)*		Cpr.-nr. *)	
Adresse *)		E-mail	
Postnr. By			
Bopælskommune		Udlært den	Fag
Fagforbund		Reg.nr. og kt.nr. i pengesystemet	
Titel eller kortfattet beskrivelse af arbejdet *)			
Dato for ansættelse i virksomheden *)		Dato for overgang til varsel efter funktionærlovens § 2	

Opsigelsesvarsler *)

- De første 12 måneder af ansættelsesforholdet opsigelsesvarsel efter Elektrikeroverenskomstens § 6, stk. 2.7.
- Efter 12 måneders ansættelse påbegyndes anciennitet og opsigelsesvarsel efter funktionærlovens § 2, dog undtaget stk. 4 og 5.
- Under projektansættelse gælder opsigelsesvarsler i Elektrikeroverenskomsten.
Hvis ansættelsen er tidsbegrænset angives fratrædelsesdato *)
Hvis ansættelsen er projektbegrænset angives projekt samt forventet varighed *):
<input type="checkbox"/> Ved ansættelse på ovennævnte adresse
Ved ansættelse i afdeling/filial - angiv adresse *)
Ved ansættelse på arbejdsplads - angiv adresse *)

Ansættelsesblanket efter Elektrikeroverenskomstens § 19

Løn og lønperiode*)

Lønnen er aftalt til kr.	pr. måned
	pr. time*)
<input type="checkbox"/> Månedsløn	
<input type="checkbox"/> Andet, angiv arten	
Ved månedsløn skal lønnen være til disposition senest den sidste hverdag i hver måned. Øvrige løndele henvises til den på virksomheden indgåede lokalaftale om funktionslignende ansættelse.	
Der er udløst personalecirkuksere	
<input type="checkbox"/> Ja	
<input type="checkbox"/> Nej	
Anmeldelse af sygdom/fravær skal ske i h.t. gældende regler og t. virksomhedsregler. Helbredsforhold oplyst ved ansættelsens start	
Eventuel aftale om 120-dagsreglen ved sygdom, jf. Funktionslovens § 5 stk. 2.	
Arbejdsmarkedsopsæring AMP oprettes i PensionDanmark, jf. Elektrikeroverenskomstens regler herom.	
Evt. specielle aftaler	

Kun for nyoptagne medlemmer af TEKNIQ Arbejdsgiverne v. oprapningsordning iht. Elektrikeroverenskomstens § 16a.
 (Obs: Kræver henvendelse til TEKNIQ Arbejdsgiverne)

Ansættelsen er omfattet af oprapningsordning iht. Elektrikeroverenskomsten § 16a. Kopi af aftalen udlæveres til medarbejderen.

Den	Medarbejderen har modtaget ligegyldende ganpart af nærværende blanket, og foranstående ansættelsesvilkår anerkendes	
Virksomhedens underskrift		Medarbejderens underskrift

Punkter markeret med *) i denne ansættelsesblanket er minimumsbestemmelserne i h.t. EF-direktiv nr. 91/533/EØF om arbejdsgiverens pligt til at underrette arbejdstageren om vilkårene for arbejdskontrakten.



TEKNIQ-bladet nr. 231160

TEKNIQ ARBEJDSGIVERNE

Annex 6 Protocol on equalisation scheme for maternity leave pay

On the employer's side, the right is reserved to establish a special scheme to equalise wage expenses during maternity leave between the companies in the industry, such that the expenses may be distributed among the companies who are party to the Collective Agreement.

Copenhagen, 9 April 1997

Danish Electrical

Danish Union of Electricians

Contractors' Association ELFO

Annex 7 Protocol on Standby service

With reference to “Protocol on the EU Working Time Directive” and Section 19 of Executive Order no. 324 of 23 May 2002, the parties to the collective agreement have entered into a framework agreement that makes it possible for the parties locally to agree that, for the types of work not included in Annex 1 to the Executive Order, the rest period may be postponed in connection with standby service; cf. Section 3.2. of Annex 7a on “Daily rest period”.

Work included in Annex 1 is not governed by this agreement, but only by the Executive Order.

Annex 7a Protocol on the EU Working Time Directive

The basis for this Annex is EC Council Directive no. 93/104/EC of 23 November 1993 concerning certain aspects of the organisation of working time, as well as Danish legislation, particularly working environment legislation and the Danish Holidays with Pay Act.

This protocol implements the above-mentioned directive.

The parties to the collective agreement agree that where the Executive Order on rest periods and 24-hour rest periods – section 5 – allows for entering into an agreement between the “employer's side” and the “employees’ organisation”, with reference to the Electricians’ Collective Agreement, this means TEKNIQ Arbejdsgiverne and the Danish Union of Electricians.

The parties to the collective agreement agree on the following definitions:

Article no. and title

2.1 Working hours

The period during which the employee is present at work and at the service of the employer.

Example: Standby shifts that become active time, for example via telephone service, shall be considered working time.

2.2 Rest period

Any time which is not working time.

Example: Standby shifts outside the workplace that do not result in work shall be considered a rest period.

Travel time to and from a workplace other than the fixed workplace shall not be considered a rest period if it exceeds the employee’s normal daily travel time to and from the workplace. Breaks which are not paid for by the employer shall be considered rest periods.

2.3 Night work period

The night work period shall be agreed at the individual companies.

The night work period consists of 7 hours and must include the period from midnight to 5.00 am.

In the absence of local agreement on this, the night work period shall be defined as from 10.00 pm to 5.00 am.

2.4 Night worker

a) An employee who normally carries out 3 of his daily working hours during the night work period.

or,

who carries out night work amounting to at least 300 hours within a period of 12 months.

Example 1: An employee who takes on night work which is not fixed night work shall be considered a night worker if the work is carried out in the period defined in subsection 2.4b) and shall be offered a medical examination before acquiring the status of a night worker.

Example 2: A newly-recruited employee who is either required to work on a fixed night shift, or who is employed in accordance with a work schedule that makes the employee a night worker, shall be offered a medical examination before recruitment.

As regards medical examinations and health checks – see Annex 7b.

2.5 Shift work

Shift work is work according to a work schedule in which work is performed in shift teams, with employees replacing one another at the same workplace, and in which the individual employee normally works at different times over a given period of days or weeks.

2.6 Shift worker

Any employee who participates in shift work shall be regarded as a shift worker.

3.1 Daily rest period

Covered by the existing rules set out in Section 9 of the Danish Working Environment Act, with the accompanying executive order no. 324 of 23 May 2002.

If the daily rest period is reduced, postponed or ceases under existing Danish rules, a compensatory rest period must be provided.

This requirement shall be deemed to be satisfied if, within a period of 4 months, the employee has had at least 11 hours of time off, on average, in each working day.

The calculation shall not include working days.

3.2 Standby service

The parties locally can also conclude a local agreement to the effect that, when employees are called out to work when on standby, plus emergencies outside standby, cf. Section 13(14), the daily rest period of 11 hours for work not included in the annex to Executive Order no. 324 of 23 May 2002 on rest periods and 24-hour rest periods may be postponed such that it is given directly after the end of the last work period, and so that the rest period can be within standby service. If this causes the 11 hours' rest to extend into the next 24-hour period, prior to that 24-hour period the employee must also have the ordinary 11-hour rest period. This rest period, too, can be postponed.

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

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

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

In companies with no elected trade union representative/shop steward, notification is given to the organisations that the agreement has been concluded.

Agreements pursuant to this provision can be terminated pursuant to Section 5 of the Electricians' Collective Agreement.

4. Breaks

Arrangements of breaks is agreed locally. If the daily working hours exceed 6 hours, either of the local parties may demand that a break is held on normal working days. No break may be of a shorter duration than 10 minutes.

5.1 Weekly rest period

Covered by the existing rules set out in Section 9 of the Danish Working Environment Act, with the accompanying executive order no. 324 of 23 May 2002.

If the weekly rest period of 24 hours is postponed or ceases under applicable Danish rules, a compensatory rest period of 24 hours shall be provided.

Local agreements may be concluded to relocate the weekly 24-hour rest period. However, no more than 7 days may elapse between two 24-hour rest periods.

The organisations, in accordance with the relevant provision in this matter, may approve work schedules in which up to 12 days may elapse between two 24-hour rest periods.

5.2a Work on wind farms not near the coast *)

For work on wind farms not near the coast pursuant to Section 5 subsection 2, the company and a trade union representative/shop steward can deviate from the Electricians' Collective Agreement such that working hours can be planned with a working period of up to 14 days followed by 14 days ashore leave.

The local agreement must state what has been decided regarding work periods and rest period. It may be possible to use Annex 22 point 2.0. of the Electricians' Collective Agreement regarding offshore work.

5.2b Work on wind farms not near the coast *)

Where a company is given a dispensation by the Danish Working Environment Authority to plan working hours with a working period of up to 14 days followed by 14 days ashore leave, for work on wind farms not near the coast, pursuant to the rule in Section 5 subsection 2, the company and a trade union representative/shop steward can deviate from the Electricians' Collective Agreement such that working hours may be planned with a working period of up to 14 days followed by 14 days' ashore leave.

*) Comment: The use of sections 5.2a and 5.2b is contingent on the existence of approval from the Danish Working Environment Authority to deviate from Section 4 of the Executive Order on rest periods and 24-hour rest periods, etc., for an application for a derogation, applied for either by the organisations or applied for by the individual company.

6. Maximum weekly working hours

The average weekly working time, including overtime, may not exceed 48 hours within a period of 4 months.

7. Holiday

Holidays are covered by the existing Danish Holidays with Pay Act and the Electricians' Collective Agreement.

8. Duration of night work

The normal working hours for night workers may not exceed an average of 8 hours per working day over a period of 3 months.

The weekly rest period of 24 hours shall not be included in the calculation.

In the case of night work of an especially hazardous nature, cf. Section 57 of the Danish Working Environment Act, working hours may not exceed 8 hours per 24-hour period.

9. Health checks

Staff must be offered free health checks before they commence employment with night work, such as it is defined in this agreement, and subsequently at regular intervals of less than 3 years.

Where possible, workers suffering from health problems demonstrably caused by night work should be transferred to daytime work.

10. Guarantees in connection with night work

Covered by existing legislation.

11. Notification in the case of regular use of night workers

It is recommended that preparations be made to enable the collection of statistical information regarding

- the number of night workers employed
- the number of hours worked annually by night workers

12. Safety and human health protection

Covered by the Danish Working Environment Act and accompanying executive orders.

13. Pattern of work

Covered by the Danish Working Environment Act and accompanying executive orders and guidelines.

14. Specific provisions

The provisions of this protocol shall not apply where other Community instruments contain more specific requirements concerning certain occupations or occupational activities, such as the rules for driving and rest times.

Regarding the examples in the organisation agreement:

The examples described in the agreement are for guidance purposes only and should not therefore be considered exhaustive examples in relation to the individual points.

Annex 7b Medical examination and health checks, cf. Annex 7a, subsection 2.4.

Health checks

Employees shall be offered a medical examination before acquiring the status of night worker.

The parties further concur that, pursuant to Annex 7, subsection 2.4., employees classed as night workers shall be offered health checks at regular intervals of no more than 2 years.

Timing of health checks

The parties agree that, if health checks take place outside the person's working hours, the employer will give payment to compensate for this.

Model for implementing health checks

The parties agree that health checks will be implemented as follows:

1. The employee completes a questionnaire prepared by one of the parties.
2. In addition, the employee undergoes a physical health examination.
3. Based on the above and on dialogue with the employee, a doctor will prepare an overall conclusion for the employee. The doctor must be qualified in occupational medicine.
4. The information that comes to light in connection with the health check is confidential and belongs solely to the employee. The information may only be disclosed to the employer if the employee personally takes the initiative to do so.

Where possible, workers suffering from health problems demonstrably caused by night work should be transferred to daytime work.

Report to the safety committee

It seems natural to the parties for the safety organisation at individual companies to take the initiative to verify that health checks are carried out in accordance with the rules.

Glostrup, date: 10 March 2010

The Danish Union of Electricians

TEKNIQ

Annex 8 Protocol on EU implementation

The parties to the collective agreement concur that the requisite implementation of the Framework Agreement on Telework concluded by UNICE and ETUC on 16 July 2002 has been fulfilled by DA (the Confederation of Danish Employers) and LO (the Danish Confederation of Trade Unions) through the existing transposition.

The parties moreover agree that Council Directive 99/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work has been adequately fulfilled by the agreement on implementation concluded between DA and LO on 07 August 2002.

The parties to the collective agreement agree to undertake an evaluation of whether the Framework Agreement on Harassment and Violence at Work concluded between CEEP, BusinessEurope (formerly UNICE), EAPME and ETUC on 14 December 2006 should be implemented in the applicable collective agreements between the parties. In this connection, the parties agree to reach a decision no later than 1 January 2009 on whether they will undertake such an implementation.

It has similarly been agreed to assess whether the Framework Agreement on Guidelines for Workers' Health Protection through the Good Handling and Use of Crystalline Silica, concluded between CEEMET and EMF on 25 April 2006, should be implemented in the applicable collective agreements between the parties. In this connection, the parties agree to reach a decision no later than 1 January 2009 on whether they will undertake such an implementation.

The parties have moreover agreed that the requisite implementation of Council Directive no. 88 of 04 November 2003 concerning certain aspects of the organisation of working time has been implemented in the Framework Agreement for Offshore Work on Mobile and Stationary Platforms.

Finally, the parties agree that no further implementation is required of the Council Directive concerning the Framework Agreement on part-time work and the related secondary legislation, inasmuch as the Electricians' Collective Agreement encompasses the possibility of part-time employment, and part-time employees are not subject to discriminatory treatment in relation to full-time employees.

Glostrup, 02 March 2007

TEKNIQ

The Danish Union of Electricians

Annex 8a Protocol on committee work relating to pensions for employees seconded abroad

The Parties agree that a working group will be set up to examine the impact on the provisions on pension contributions in the collective agreement of Directive 98/49/EC on safeguarding the supplementary pension rights of employed and self-employed persons moving within the Community in relation to double payment of pensions.

Discussions will conclude in June 2015.

Glostrup, date: 3 March 2014

TEKNIQ

The Danish Union of Electricians

Annex 9 Forms for use with piecework in accordance with Sections 12.1 and 12.2

Akkordseddel

For arbejde som udføres efter Elektrikeroverenskomstens § 12.1:
EBA - El Branchens Akkordsystem

Firma			Akkordnr.
Adresse	Postnr.	By	Ordre nr.
Akkordindehaver			
Arbejdsstedets adresse			
Arbejdets omfang			
Arbejdet forventes påbegyndt/er påbegyndt (dato)			
Arbejdstid Mandag fra kl. _____ til kl. _____ Tirsdag fra kl. _____ til kl. _____ Onsdag fra kl. _____ til kl. _____ Torsdag fra kl. _____ til kl. _____ Fredag fra kl. _____ til kl. _____ Lørdag fra kl. _____ til kl. _____			Den daglige arbejdstid indeholder _____ minutters pause(r) pr. dag
Akkordforskudbetaling, jf. Elektrikeroverenskomsten § 12.1.4 pr. time _____ kr.			
Yderligere akkordforskudbetaling, jf. Elektrikeroverenskomsten § 12.1.5 <input type="checkbox"/> _____ kr. pr. time <input type="checkbox"/> _____ % af godkendte delopmålinger der indgår i det afsluttende regnskab			
Rejsetid jf. EO § 14.3 _____ timer pr. dag & kr. _____			
Befordringsgodtgørelse jf. EO § 14.3 Pr. dag kr. _____ Pr. uge kr. _____ Pr. måned kr. _____			
Betaling for godkendte ekstraordinære firmatimer* (se vejledning) _____ kr/t			
Betaling for godkendte kundetimer* (se vejledning) <input type="checkbox"/> _____ kr/t og/eller <input type="checkbox"/> opmåling			

Akkordseddel

Akkordform, jf. Elektrikeroverenskomsten § 12.1

Akkordtiden opgøres efter

- A - Virksomhedens opmåling efter EBA tilgænes akkordaf tækn. Ved ændringer under arbejdets udførelse af det af virksomheden opmålte projekt, aftales regulering af virksomhedens opmåling.
- B - Akkordindehaveren opmåler projektet efter EBA under arbejdets udførelse eller ved afslutning.
- C - Akkordindehaveren og virksomheden opmåler hver sin aftalte del af projektet efter EBA under arbejdets udførelse eller ved afslutning.

Aftalte satser for tillægstider

Indirekte tid _____ % Personlig tid: 6 % Arbejdspladsbestemt tillægstid: _____ %

Der beregnes en samlet tillægstid efter følgende formel:

Indirekte tid + ((1+Indirekte tid)*Personlig tid)+Arbejdspladsbestemt tillægstid

Ovenstående giver en samlet tillægstid på _____ %

Såfremt der anvendes forskellige tillæg i byggeriet, skal disse dokumenteres som bilag til akkordseddel.

NB: For udførelse af skema - se vejledning til akkordseddel samt Almindelige Bestemmelser for EBA, El Branchens Akkordsystem.

Aftalen dækker alle forekommende ydelser og arbejder, der er nødvendige for at gennemføre arbejdet til fuld færdig stand, såfremt andet ikke er aftalt skriftligt.

Grundlaget for akkordaftalen er besigtigelse og gennemgang samt det udleverede og gennemgåede tegningsmateriale, tidsplaner, beskrivelser og opmåling afhængig af den valgte akkordform.

Ud over det aftalte betales således kun for ekstraarbejder og projektændringer, når disse er rekvireret af virksomheden eller skriftligt af bygherren. Dog betales overtidsbetaling, jf. Elektrikeroverenskomstens § 13, når dette igangsættes af virksomheden.

Dato	
Virksomhed	Akkordindehaver



TEKNIQ ARBEJDSGIVERNE

Vejledning i udfyldelse af akkordseddel

Generelt: Akkordseddel er obligatorisk, jf. Elektrikeroverenskomstens § 12.1.1.

NB! Akkordsedlen skal underskrives af parterne ved arbejdets påbegyndelse med tydelig angivelse af arbejdssted og arbejdets omfang (eks. „rørlægning, montering, svagstrøm i blok“ - „Kabel, bakke, tavleinstallationer, belysning i fabrikshal“ - „Komplet installation i henhold til foreliggende beskrivelse og tegning nr. ...“).

Arbejdet forventes påbegyndt/er påbegyndt (Dato)	Udfyldes med den for arbejdsstedet aftalte dato for påbegyndelse af arbejdet.
Arbejdstid	Udfyldes med den for arbejdsstedet aftalte arbejdstid.
Akkordforskuksbetaling	Udfyldes med den for arbejdsstedet aftalte akkordforskuksbetaling.
Yderligere akkordforskuksbetaling	Yderligere akkordforskuksbetaling kan angives i en af rubrikkerne.
Røjsetid	Udfyldes med den for arbejdsstedet aftalte røjsetid og betaling herfor, EO §14.3.
Befordringsgodtgørelse	Udfyldes med den for arbejdsstedet befordringsgodtgørelse, EO §14.3.
Betaling for godkendte ekstraordinære firmatimer	Ved ekstraordinære firmatimer forstås ekstraordinære timer medgivet til varstatgelse af firmaets interne interesser på den pågældende arbejdsplads (eks. deltagelse i byggesmøder o.l.). Timerne indføres i en godkendt kopibog eller efter de i firmaet gældende regler og afleveres for godkendelse som angivet i Elektrikeroverenskomstens § 9, afsnittet lønperioder og lønudbetaling.
Betaling for godkendte kundetimer	Ved kundetimer forstås timer medgivet til varstatgelse af firmaets eksterne interesser på den pågældende arbejdsplads (eks. arbejde for anden entreprenør, søvdring eller udvikelse af installationer o.lign.). Timerne indføres i en godkendt kopibog og kvitteres med underskrift af rekvirent og afleveres som angivet i Elektrikeroverenskomstens § 9, afsnittet lønperioder og lønudbetaling.
Akkordform	Udfyldes med den for arbejdsstedet aftalte akkordform.
Aftalte sætser for tillægstider	Udfyldes med den for arbejdsstedet aftalte sætser for tillægstider. Såfremt der aftales forskellige sætser for tillægstider, skal disse dokumenteres særskilt i bilag til akkordseddel.

* I forbindelse med ekstraordinære firmatimer og kundetimer bør der aftales en fast procedure for hjemsendelse og godkendelse af ekstraordinære firmatimer og kundetimer mv.

Akkordseddel

For arbejde som udføres efter Elektrikeroverenskomstens § 12.2

Anden form for akkordaftale

Firma			Akkordnr.
Adresse	Postnr.	By	Ordrenr.
Akkordindehaver			
Arbejdsstedets adresse			
Arbejdets omfang			
Arbejdet forventes påbegyndt/er påbegyndt (dato)			
Arbejdstid Mandag fra kl. _____ til kl. _____ Tirsdag fra kl. _____ til kl. _____ Onsdag fra kl. _____ til kl. _____ Torsdag fra kl. _____ til kl. _____ Fredag fra kl. _____ til kl. _____ Lørdag fra kl. _____ til kl. _____			Den daglige arbejdstid indeholder _____ minutters pause(r) pr. dag
Akkordforskuetsbetaling, jf. Elektrikeroverenskomsten § 12.2.3 pr. time _____ kr.			
Yderligere akkordforskuetsbetaling, jf. Elektrikeroverenskomsten § 12.2.4			
<input type="checkbox"/> _____ kr. pr. time			
<input type="checkbox"/> _____ % af godkendte delopmålinger der indgår i det afsluttende regnskab			
Rejsetid jf. EO § 14.3 _____ timer pr. dag á kr. _____			
Befordringsgodtgørelse jf. EO § 14.3 Pr. dag kr. _____ Pr. uge kr. _____ Pr. måned kr. _____			
Betaling for godkendte ekstraordinære firmatimer * (se vejledning) _____ kr/t			
Betaling for godkendte kundetimer * (se vejledning) <input type="checkbox"/> _____ kr/t og/eller <input type="checkbox"/> opmåling			
Akkordform, jf. Elektrikeroverenskomsten § 12.2. Anden form for akkordaftale			

Akkordseddel

Aftalens betalingsmæssige forhold

NB: For udfyldelse af skema - se vejledning til akkordseddel.

Aftalen dækker alle forekommende ydelser og arbejder, der er nødvendige for at gennemføre arbejdet til fuld færdig stand, såfremt andet ikke er aftalt skriftligt.

Grundlaget for akkordaftalen er besigtigelse og gennemgang samt det udleverede og gennemgåede tegningsmateriale, tidsplaner, beskrivelser og eventuel øvrig dokumentation.

Ud over det aftalte betales således kun for ekstraarbejder og projektændringer, når disse er rekvireret af virksomheden eller skriftligt af bygherren. Dog betales overtidsbetaling, jf. Elektrikeroverenskomstens §13, når dette igangsættes af virksomheden.

Dato	
Virksomhed	Akkordindehaver



TEKNIQ. ARBEJDSGIVERNE

Vejledning i udfyldelse af akkordseddel

Generelt: Akkordseddel er obligatorisk, jf. Elektrikeroverenskomstens § 12.2.1

NB! Akkordsedlen skal underskrives af parterne ved arbejdets påbegyndelse med tydelig angivelse af arbejdssted og arbejdets omfang (eks. „rørlægning, montering, svagstrøm i blok f - „Kabel, bakke, tavleinstallationer, belysning i fabrikshal f” - „Komplet installation i henhold til foreliggende beskrivelse og tegning nr. ...”).

Arbejdet forventes påbegyndt/er påbegyndt (Dato)	Udfyldes med den for arbejdsstedet aftalte dato for påbegyndelse af arbejdet.
Arbejdstid	Udfyldes med den for arbejdsstedet aftalte arbejdstid.
Akkordforskuksbetaling	Udfyldes med den for arbejdsstedet aftalte akkordforskuksbetaling.
Yderligere akkordforskuksbetaling	Yderligere akkordforskuksbetaling kan angives i en af rubrikkerne.
Røjsetid	Udfyldes med den for arbejdsstedet aftalte røjsetid og betaling herfor. EO §14.3.
Befordringsgodtgørelse	Udfyldes med den for arbejdsstedet befordringsgodtgørelse. EO §14.3.
Betaling for godkendte ekstraordinære firmatimer	Ved ekstraordinære firmatimer forstås ekstraordinære timer medgivet til varetagelse af firmaets interne interesser på den pågældende arbejdsplads (eks. deltagelse i byggearbejde o.l.). Timerne indføres i en godkendt kopibog eller ofrer de i firmaet gældende regler og afleveres for godkendelse som angivet i Elektrikeroverenskomstens § 9, afsnittet lønperioder og lørubbetaling.
Betaling for godkendte kundetimer	Ved kundetimer forstås timer medgivet til varetagelse af firmaets eksterne interesser på den pågældende arbejdsplads (eks. arbejde for anden entreprenør, søvdring eller udvidelse af installationer o.lign.). Timerne indføres i en godkendt kopibog og kvitteres med underskrift af rekvirent og afleveres som angivet i Elektrikeroverenskomstens § 9, afsnittet lønperioder og lørubbetaling.

* I forbindelse med ekstraordinære firmatimer og kundetimer bør der aftales en fast procedure for hjemsendelse og godkendelse af ekstraordinære firmatimer og kundetimer mv.

Afslutning af akkord

For arbejde som udføres efter Elektrikeroverenskomstens § 12.1 og 12.2

Firma			Akkordnr.
Adresse	Postnr.	By	Ordrenr.
Akkordindehaver:			
Arbejdsstedets adresse:			

For akkordarbejde udført efter Elektrikeroverenskomstens § 12 stk. 1a:

Partene er enige om:	Dato:
Akkorden er afsluttet den:	
Virksomhedens opgørelse og forhandlinger med akkordindehaveren herom skal ske efter opgørelsesmetode for § 12 stk. 1a. Fristen fastsat/ aftalt til:	
Udbetalingen af akkordoverskud hvormed der er enighed skal ske efter opgørelsesmetode for § 12 stk. 1a. Udbetalingstidspunkt fastsat/ aftalt til:	

For akkordarbejde udført efter Elektrikeroverenskomstens § 12 stk. 1b, § 12 stk. 1c og § 12.2.

Partene er enige om:	Dato:
Akkorden er afsluttet den:	
Akkordregnskab skal - afhængig af den valgte akkordform - indlægges til virksomheden i henhold til § 12 stk. 1b, § 12 stk. 1c og § 12.2. Afløberingsfrist fastsat/ aftalt til:	
Arbejdsgiverens kritik af det indlagte akkordregnskab skal ske i henhold til den valgte akkordform i henhold til § 12 stk. 1b, § 12 stk. 1c og § 12.2. Afløberingsfrist fastsat/ aftalt til:	
Udbetalingen af akkordoverskud hvormed der er enighed skal ske efter opgørelsesmetode for den valgte akkordform i henhold til § 12 stk. 1b, § 12 stk. 1c og § 12.2. Udbetalingstidspunkt fastsat/ aftalt til:	

Dato:	
Virksomhed:	Akkordindehaver:

Annex 9a Protocol on productivity and co-operation in construction

The organisations agree that possibilities exist for optimising the building processes and co-operation in the construction industry, and thereby achieve benefits for all the parties involved in construction.

Electrical installations play an increasingly important role in modern construction, and the organisations agree that in the coming collective agreement period, further work shall be performed to develop the industry's contribution towards an optimisation of the construction process and a strengthening of productivity.

In this connection, the organisations will focus on the necessary training at all levels and the development of pay systems, and on developing co-operation with the other parties in the construction industry. These initiatives are intended to promote the creation of value in the construction process, and improve earnings for both the installation companies and the electricians. Immediately following the collective agreement negotiations, the organisations shall set out a plan for the future work in this area.

Glostrup, 06 February 2004

TEKNIQ

The Danish Union of Electricians

Annex 9b Obsolete piecework provisions, etc.

The provisions in Sections 11, 12 and 12a that applied to the Electricians' Collective Agreement 2014 shall be deleted, although these shall continue to apply to existing piecework undertaken on the basis of projects that may have been calculated in accordance with the National Schedule of Wages for Installation Work. For that reason, the obsolete provisions are reproduced below:

Section 11 Productivity-enhancing pay system

1.

The organisations agree that all work should be carried out and paid for as piecework according to the schedules of wages, or in accordance with the agreement on “mixed piecework”, or another form of piece work agreement in accordance with Sections 12 and 12a, or via a productivity-enhancing pay system in accordance with this Section. Where this is not possible, reference is made to the provisions laid down in Section 9.2 and 9.3. These provisions remain applicable until the National Schedule of Wages for Installation Work is phased out; cf. Annex 9 a.

2.

In the event that local agreement exists to develop and utilise a productivity-enhancing pay system at a company, or for groups within a company, there may not be concomitant use of piecework in accordance with the schedules of wages once the new pay system has been introduced, or where there is agreement to test such a system for a particular period of time. Sections 12 and 12a of the Electricians' Collective Agreement, and the National Schedule of Wages for Installation Work, shall not apply to such pay systems unless otherwise agreed.

3.

It is recommended that such pay systems should be based on open and transparent principles. A pay system should be simple to introduce, easy to administer and easily adapted to altered conditions, and should encompass rules for giving notice, cf. Section 5 of the Electricians' Collective Agreement.

4.

Position assessment, personal qualifications, training, result-based pay, bonuses, project pay, etc., are elements that may be included in a pay system.

5.

Payment via such pay systems may be altered once per collective agreement year at most. This provision does not cover existing local wage agreements for defined projects, which by their nature cannot be terminated or cease before the work is completed.

Comment:

The provisions of this Section are replaced by the EBA provisions in Annex 9b when EBA takes effect – see Annex 9.

This provision can however be used to complete existing projects as well as projects calculated in accordance with the National Schedule of Wages for Installation Work.

General information**1.**

The provisions laid down in Sections 12 and 12a shall apply to work carried out and paid for as piecework in accordance with the schedules of wages, or via an agreement on “mixed piecework” or other form of piecework agreement.

2.

At the commencement of all piecework, piecework contracts shall be issued specifying the type and extent of the work, etc., using the form compiled by TEKNIQ and the Danish Union of Electricians. The piecework contract shall be provided in two copies, both of which shall be signed by the employer or his representative and the pieceworker. The piecework contracts shall be supplied by the company.

3.

In all piecework, the pieceworker (the signatory of the piecework contract) shall be responsible for ensuring that the work is carried out in accordance with the drawings and descriptions, as well as other instructions – which should as far as possible be given in writing – for the relevant work.

4.

The adopted National Schedule of Wages for Installation Work is applicable to work carried out for members of TEKNIQ Arbejdsgiverne, and both parties commit themselves to observing this. The National Schedule of Wages shall run in parallel with the collective agreement, and shall terminate at the same time as the collective agreement.

5.

Similarly, the adopted Schedule of Wages for Overhead Cable Work shall run parallel to the collective agreement and shall terminate at the same time.

6.

In the case of work which is not included in the schedules of wages adopted by the organisations, the piecework rates shall be agreed through free negotiation between the employer or his representative and the electrician or electricians who are offered the work in question, without interference from the organisations or their members and taking due account of the General Regulations of the schedules of wages. In the case of new materials or new construction methods, the problems shall be referred to the trade’s price list committee, in accordance with the provisions laid down in the General Regulations of the National Schedules of Wages – Negotiation Rules.

7.

If questions arise regarding additions to or changes in piecework rates or the schedules of wages originally established by negotiation between the organisations, the matter shall be referred to the organisations.

8.

For piecework, each electrician shall receive his normal hourly pay, paid in advance (for overtime, see Section 13.4).

9.

In the case of large piecework contracts, the electrician shall be entitled after 6 weeks of work to demand a further advance payment, provided that the employer and the electrician agree that the piecework carried out can support a further advance payment.

10.

If time is wasted for the electrician, inevitably and through no fault of the electrician's own, through the late delivery of materials which were requisitioned by the electrician in writing and at least 24 hours in advance, the electrician shall be reimbursed at the applicable hourly pay of the electrician in question, provided that the late delivery has verifiably delayed the implementation of the work and that the electrician has not been assigned other work in the interim.

11.

The time wasted for the electrician by being required to wait for punctually requisitioned materials, or orders from the senior fitter or another representative of the employer, shall be reimbursed at the applicable hourly pay of the electrician in question, provided that other work has not been available at the same workplace which could have been carried out in the interim.

12.

The time spent by the electrician transferring from one building to another during normal working hours shall be remunerated at the applicable hourly pay for the electrician in question, unless agreement has been reached on another payment.

13. Piecework measurement and objections

The piecework contract shall specify how the piecework is to be measured.

If the piecework is to be measured with the employer or his representative, this shall occur at the same time as the conclusion of the piecework; however, the electrician shall provide at least 1 week's notice of this. If, despite the issuing of notice, measurement is not done during the specified period, the electrician is entitled to obtain payment at the hourly pay for the measurement.

14.

The pieceworker shall be provided with a copy of the measurement.

15.

When measurement is not done with the employer or his representative, the piecework measurement shall be submitted to the employer no more than fifteen working days following the conclusion of the relevant piecework, unless otherwise agreed in each individual instance.

Agreements for deadlines longer than 15 working days shall be drawn up in writing and signed by the company and the pieceworker. If the deadlines – either 15 working days or another time limit agreed in writing – are not adhered to, the company is entitled to demand that the matter be submitted to industrial arbitration, with a mediation meeting held no later than the 3rd working day after receipt of the mediation request by the Danish Union of Electricians.

If the conclusion of the industrial arbitration is that the pieceworker has been responsible for failing to meet the appointed deadline, he may be required to partially or wholly reimburse the company's expenses for the measurement work.

16.

In the measurement of piecework covered by the National Schedule of Wages for Installation Work, both employers and electricians who feel they lack sufficient familiarity with the schedule of wages may demand that the measurement be undertaken with the assistance of experienced persons.

17.

In the measurement of work in which one party has requested assistance, the counterparty or his representative is entitled to be present.

18.

Payment for assistance requested by one of the parties shall not be the concern of the counterparty.

19.

Negotiations on measurement shall occur directly between the company and the relevant electrician or electricians who carried out the piecework, and neither of the parties shall be obliged to negotiate with the other party's advisor, who shall only be present to provide assistance for the party who has contacted him.

20.

When the work has been measured and accepted, any difference shall as far as possible be settled on the following payday, but no later than the 15th working day after the electrician has submitted the measurement, unless otherwise agreed in the specific instance.

Agreements for deadlines longer than 15 working days shall, at the instigation of the employer, be drawn up in writing and signed by the company and the pieceworker.

In the event of difficulties in complying with this time limit due to unforeseen events, there will be an opportunity to obtain a further deadline with the organisations' participation.

If doubt arises concerning the correctness of one or more points in the measurement, settlement shall however take place in accordance with the above for that part of the work for which there is agreement. When several individuals take part in the piecework, they shall be given the opportunity to familiarise themselves with the measurement and any corrections undertaken.

In the event that the above rules for payment and any objections to individual points fail to be observed, the company's right to object shall cease, and payment shall take place in accordance with the measurement submitted by the pieceworker.

Comment:

The provisions of this Section are replaced by the EBA provisions in Annex 9b when EBA takes effect – see Annex 9.

This provision can however be used to complete existing projects as well as projects calculated in accordance with the National Schedule of Wages for Installation Work.

Section 12a Termination of work contract during piecework

1.

As far as possible, staffing for piecework should be agreed between the company and the pieceworker with a view to achieving appropriate and effective staffing levels. In the event of any dispute, the employer may increase or reduce the number of piecework participants where there are objective reasons for doing so. If the pieceworker finds the level of staffing unreasonable, the matter can be dealt with by industrial arbitration at a mediation meeting to be held no later than the 3rd working day after TEKNIQ Arbejdsgiverne receives the request for mediation.

2.

The pieceworker cannot be dismissed unless this is required by unforeseen circumstances. Unforeseen circumstances may for example include the cancellation of the work or its delay for a long period of time, or a work stoppage approved by the organisations.

In the case of cancellation of the work, the work carried out shall be measured up, and any bonus paid out in accordance with the number of hours of work spent on the piecework.

In the case of delay of the work, it shall be agreed in each individual instance whether the work carried out is to be measured and any bonus paid out.

Such delays must not exceed 14 days, unless otherwise agreed in writing. Each of the parties shall have the right to object if the work is delayed for a longer period than agreed.

Measurement is not usually carried out in the case of organisation-approved work stoppages, as it is assumed that the work will continue once the conflict has been resolved.

3.

In the case of wrongful dismissal, the pieceworker is entitled to that part of the piecework sum to which he is entitled in relation to the number of hours he has worked. He shall also be entitled to payment of an amount corresponding to the entire remaining part of the piecework at the time of dismissal – however, not exceeding 1 month's earnings on the piecework in question.

4.

The pieceworker may not abandon his work before it is completed unless by prior previous agreement with the employer or his representative, unless forced to do so by unforeseen circumstances. Unforeseen circumstances may for example include illness, military service or a work stoppage approved by the organisations.

5.

If the pieceworker leaves the piecework without due cause, he or she shall forfeit the right to the remaining wages, however not exceeding 9 days, and the share of the bonus from the piecework not yet concluded*); however, the total of this forfeiture shall not exceed an amount corresponding to one month's earnings on the relevant piecework.

6.

If the pieceworker abandons the piecework by arrangement with the employer or his representative, he shall retain the right to a share of the bonus in relation to the number of hours he has worked. The bonus shall however not be paid out until the work is concluded and measurements calculated. This shall also apply to any other piecework in which the individual has participated.

The person concerned is entitled to advance payment on a par with the other piecework participants, in proportion to the number of hours he has worked.

7. Other pieceworker participants

When a piecework participant is transferred by the employer or his representative to other work, or is dismissed due to a lack of work or other unforeseen circumstances, he shall retain the right to a share in the bonus paid out in proportion to the number of hours he has worked, though not until the work in question has been concluded and measurements calculated.

8.

If a piecework participant abandons the work without due cause and without prior agreement, or without giving at least 14 days' written notice, he shall forfeit his right to the remaining wages, though no more than for nine days, as well as the share in the bonus arising from the piecework not yet concluded*); however, the total shall not exceed an amount corresponding to one month's earnings on the work in question. The share in the bonus shall be payable to the other piecework participants.

**)* Concluded piecework is defined as piecework for which measurement has been submitted to the company in a timely manner.

Note: In relation to the provisions laid down in Section 12a, it is noted that if an electrician wishes to abandon his piecework due to an offer of permanent employment or the like, the employer should not decline to reach agreement with the electrician concerning the right to retain a share in the bonus

Comment:

The provisions of this Section are replaced by the EBA provisions in Annex 9b when EBA takes effect – see Annex 9.

This provision can however be used to complete existing projects as well as projects calculated in accordance with the National Schedule of Wages for Installation Work.

Annex 9c Committee work relating to productivity development with a focus on the Piecework system for the electrical industry (EBA)

Upon the introduction of EBA, the parties to the collective agreement reached consensus that the system was intended to promote workplace cooperation and to ensure continuing productivity development.

To ensure there is mutual trust in EBA, a working group is appointed to follow up during the collective agreement period on the initial joint awareness-raising originally undertaken. The basis for this can be a productivity report prepared for the parties in 2017, with a particular focus on the following points:

1. planning of the contract works
2. entering into a piecework agreement or local agreements
3. communication and management
4. collaboration
5. joint training

In order to promote common understanding of the digital tools used in the construction process, courses can be developed on the use and functionality of 3-D drawing tools (BIM/VDC) to ensure that there is no resultant unintended negative impact on productivity.

Furthermore, a training course can be offered to pieceworkers and project managers based on the Technical contract works and project management module in the basic training programme.

Finally, general and company-specific courses can be offered covering all 5 points. The courses can be offered as joint courses and as courses designed for project managers and pieceworkers/line managers respectively.

Courses can be developed, for example, based on the Technical contract works and project management module in the basic training programme module.

Glostrup, 7 March 2020

The Danish Union of Electricians

TEKNIQ Arbejdsgiverne

Annex 9d Follow-up on EBA functionality

Based on discussions between the parties to the collective agreement up to the renewal of the collective agreement in 2020, there is consensus that, during the agreement period, monitoring is required to see whether income development in the piecework system matches general wage increases.

If it emerges that piecework income is not in line with general pay development, and this cannot be explained by other developments in productivity or other specific reasons related to the piecework system, it is important to examine whether there are errors or anything inappropriate in the system causing abnormal pay development.

If errors or anything inappropriate emerge, negotiations must be initiated to remedy this.

Glostrup, 7 March 2020

The Danish Union of Electricians

TEKNIQ Arbejdsgiverne

Annex 10 Protocol on further overtime without compensatory time off

1. The parties agree that in the coming collective agreement period 1993–1995, a committee shall be established to investigate the possible need for greater flexibility in the determination of working time with respect to time off granted as compensation for overtime.
2. Until agreement has been achieved, overtime originating from unforeseeable natural causes such as lightning strikes or gales, as well as serious damages to the electricity supply due to fire, explosion or traffic accidents, shall be exempted from time off for up to 6 hours in 2 consecutive wage periods.
3. The overtime may only include the temporary rectification of damages.
4. The employer shall state the number of overtime hours, in accordance with the above, on pay slips, or if this is not possible, in writing on an ongoing basis.
5. There was moreover agreement that disputes arising in connection with the provisions on compensatory time off for overtime, in accordance with the above, shall in the first instance be subject to industrial proceedings in accordance with Section 20 of the Electricians' Collective Agreement. The provision in subsection 1(3) on local records, etc., shall not apply.
6. The provision in subsection 5 shall cease as of 1 March 1995.

Copenhagen, 28 February 1993

The Danish Union of Electricians

ELFO Danish Electrical
Contractors' Association ELFO

Annex 11 Protocol on the Electrical Industry Skills Development Fund

The parties to the collective agreement concur that companies and employees alike have an obligation to provide for continuing skills development. This means that companies should offer employees the necessary training opportunities, and employees should undertake the necessary training. Companies and their employees are therefore encouraged to undertake planning for training and skills development.

To facilitate opportunities to meet these obligations, an Electrical Industry Skills Development Fund.

Purpose

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

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

The Electrical Industry Skills Development Fund

The parties to the collective agreement shall establish co-ownership to administer the Fund's contributions. The further guidelines for this work shall be set out in articles of association which the parties shall jointly compile by 1 October 2007.

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

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

The parties agree that partial funding may be provided for:

- Courses of training chosen by the employee which are relevant to the industry, with "the industry" defined in a broad sense. Grants may be provided for external expenses in connection with training (course fees, course materials and possible transport expenses, etc.) as well as grants to partially offset the employee's loss of income in attending such training. Wage subsidies, including possible public compensation for loss of pay, may at most amount to 85% of the individual employee's normal hourly wage.
- The companies' expenses for the training of staff covered by collective agreements, when this follows from planning for training and skills development.

The foundation board shall determine the scope of such support and its distribution between self-selected courses of training and planned training by the company.

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

Payment to the Fund

As of 1 April 2008, the companies shall pay an annual sum of DKK 260 per employee covered by the collective agreement. The sum will be adjusted on 1 April 2009 to DKK 520 per employee. No fee shall be charged for apprentices. The support can be provided from 1 January 2009 at the earliest.

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

This protocol shall be incorporated in the in-service training provisions of the collective agreements.

Collaboration shall be sought with the Skills Development Fund of the Plumbing and Heating Industry.

Glostrup, 02 March 2007

TEKNIQ

The Danish Union of Electricians

Protocol on:

The Electrical Industry Skills Development Fund

The parties have discussed the activities of The Electrical Industry Skills Development Fund. It has been agreed that, for the life of the forthcoming collective agreement, the board will seek to simplify the applicable procedures and make them easier to administer. The goal is to make better use of the monies in the Fund.

Glostrup, 4 March 2012

The Danish Union of Electricians

TEKNIQ

Protocol on:

Skills development fund/Agreed training

There is consensus that the Electrical Industry Skills Development Fund can provide grants for agreed training for employees completing stand-alone modules or modules of an academic programme, cf. a particularly positive list.

The subsidy covers 85% of gross pay, potentially with SVU offset and subsidy from the retraining fund, with 85% of tuition fees covered.

Subsidies for stand-alone modules and modules on one of the academic programmes as established by the Board of the Electricians' Skills Development Fund.

Grants for agreed programmes take the place of grants for self-selected courses of training.

The grant is contingent on the employee having accrued sufficient entitlement to self-selected courses of training at the time of applying for a grant for the agreed training programme.

Grants can be awarded for up to 2 modules per year (corresponding to a maximum of 20 ECTS points).

The purpose of an agreed programme is to give the company and the employee an incentive to jointly agree on the opportunity for an employee to undertake in-service training at academic level. The employee will thus be able to complete the entire programme in 3 years.

The parties to the collective agreement agree that a prerequisite to the contract is that the State does not reduce its funding of the adult training and in-service training system. Thus, it is proposed that there should be no reduction in access to compensation for loss of pay (SVU/VEU). Conversely, the agreement governing agreed training lapses.

It is further agreed that the fund's board should continue to focus on making the application and payment process less bureaucratic at the Board of the Electricians' Skills Development Fund's end, and the goal should be to ease the administrative and case-processing burden involving applications to the Fund, etc.

Glostrup, 7 March 2020

The Danish Union of Electricians

TEKNIQ Arbejdsgiverne

Annex 11a – Green revolution

The green revolution will imply major challenges for Danish society. The electrical industry plays a central role in this development.

Energy sources such as oil and natural gas must be replaced with green energy. Energy consumption must be minimised and made more flexible. This requires state-of-the-art installations. State-of-the-art technology makes it possible to usher in a more effective energy system in a way that addresses financial needs and the need for comfort.

The Danish Union of Electricians and TEKNIQ Arbejdsgiverne will jointly continue policy work such that the green revolution will be about intelligent installations to ensure a flexible, energy-efficient installation with a focus on customer needs. The greenest energy is energy that is not used; accordingly, the electrical industry plays a key role in pushing this agenda.

With the preparation of Vision 2025, both organisations painted a picture of the challenges and opportunities facing the industry in the light of new technology, including computerisation.

Both organisations seek to analyse whether this vision needs adjusting in the light of the 70% target – especially with a view to answering the question of how to ensure we remain the customer’s technical partner and create an electrical industry at the cutting edge of green expertise that is also an attractive industry to work in, and where we add value for the industry.

The electrical industry must therefore be ready for these tasks. This requires the necessary skill-sets to be in place. Therefore, the need for future skill-sets both in training apprentices and in in-service training and further training could also be brought into the updated version for the electrical industry.

The electrical industry’s employer and wage-earner organisations will continue to strengthen their work to ensure that the industry is fit for purpose for tomorrow’s requirements. The organisations will furthermore use informational activities to help raise awareness among companies and employees regarding future tasks and the skills required. The organisations will encourage discussion of these matters in the companies and at local activities.

Glostrup, 7 March 2020

The Danish Union of Electricians

TEKNIQ Arbejdsgiverne

Annex 12 Protocol on unemployment rates

On approximately the 20th of each month, the Danish Union of Electricians shall notify TEKNIQ Arbejdsgiverne, by dated computer print-out, of the unemployment rate among electricians, as calculated by the electricians' unemployment insurance fund. This figure will be published in the members' newsletter, *Elektrikerer*, in the following month.

When the unemployment rate for electricians across the whole of Denmark has fallen to 2% or less, the requirement to provide compensatory time off for overtime shall cease with effect from a date 14 days earlier, i.e. approximately the sixth of the month.

Overtime which entitles the employee to compensatory time off, and which is carried out in advance of this time, shall be taken in accordance with Section 13, subsection 8 of the collective agreement, though in such a way that the stated 3-month time limit is altered to 6 months. When the aforementioned unemployment rate rises to 3% or more, the provisions on compensatory time off for overtime shall once again come into effect, in accordance with Section 13, subsection 12, starting with the 14-day wage period that commences after the new unemployment rate has been communicated to TEKNIQ Arbejdsgiverne, on approximately the 20th of the month.

Annex 13 Committee work relating to hiring out employees and identification of the development of other ways of working

The parties agree to appoint a committee which, during the agreement period, will continuously discuss the market for hiring out employees and related trends, and the development of other forms of working that differ from normal full-time working.

If situations arise in which one of the parties is of the view that employees being hired out is an abuse of the Electricians' Collective Agreement or the salaried electricians' collective agreement, the committee will convene with a view to clarifying the situation and, if possible, finding a solution within the framework of the collective agreement.

In relation to identifying trends in forms of working that differ from normal full-time work, the parties may involve external partners if they deem this necessary.

The committee will be appointed as soon as possible after the collective agreement negotiations and will work through the period covered by the collective agreement or until the parties resolve by consensus to conclude this work.

Glostrup, 7 March 2020

The Danish Union of Electricians

TEKNIQ Arbejdsgiverne

Annex 14 Protocol on the payment of bonus from the public holidays account

The Electricians' Collective Agreement requires such bonuses to be calculated and paid together with the final wage payment in the calendar year. In some pay systems it is impossible to calculate the total remaining amount, as the calculation of public holiday payments for the wage period which forms the basis for the final wage payment in the calendar year cannot automatically be augmented with the public holiday payments for the next wage period after the end of the year. As a result, there will be a balance due from the last wage period.

It has therefore been agreed between the parties that the following methods of calculation shall be accepted for the payment of profits from the public holidays account:

After the final payroll of the calendar year, the public holiday balance will be calculated and taxed,

0. The total taxed public holiday payments shall be paid out at the next wage payment in the New Year. This will ensure that the taxation of total public holiday payments occurs in the calendar year, while the actual payment occurs in the New Year.

The amount calculated in the public holidays account shall be authorised by coding in the final wage period of the calendar year, with the possible addition of estimated residual savings in respect of the coded-in wage period. This shall ensure that the majority of the earned compensation for public holidays is taxed in the qualifying year. Any remaining balance shall be transferred to the following year's total.

Glostrup, 06 February 2004

TEKNIQ

The Danish Union of Electricians

Annex 15 Protocol on dates of entry into force

Alterations in rates shall apply from the beginning of the wage period in which the agreed date of entry into force falls.

Glostrup, date: 4 March 2012

TEKNIQ

The Danish Union of Electricians

Annex 16 Protocol on the prerequisites of the parties to the collective agreement for the renewal of the 2004 agreement

The parties agree that in the event that future legislation intervenes in the parties' provisions and thereby associated rights, it shall be the duty of the parties to positively participate in restoring the original agreement, insofar as this is technically and legally possible.

The parties agree to convene if legislation is introduced concerning the employer's expenses in connection with maternity leave, including a central maternity leave fund or other central equalisation schemes.

If the parties cannot in this situation agree on other solutions, they agree that the provisions of the collective agreement on maternity leave shall be suspended.

Glostrup, 06 February 2004

TEKNIQ

The Danish Union of Electricians

Annex 17 Protocol relating to the trade union representatives/shop stewards and local collaboration in TEKNIQ's companies

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

The Danish model is built both upon a professional and constructive partnership between the parties to the collective agreement, and upon well-functioning local teamwork between managers and trade union representatives/shop stewards. The basis for success is often decentralised agreements and a cooperation process characterised by mutual respect and trust.

The parties agree to carry out a joint project to strengthen the function of the trade union representative/shop steward, and hence local cooperation. The parties will carry out this project jointly.

Common activities for newly-elected trade union representatives/shop stewards

Consequently, future newly-elected trade union representatives/shop stewards will be offered one of the training and cooperation programmes, lasting twice 2 days, which have been developed by the parties to the collective agreement. The trade union representative/shop steward is entitled to participate in such a course within the first 18 months of his or her term of office.

The trade union representative's/ shop steward's participation in the course will be financed by the Training and Co-operation Fund.

The training and co-operation course will include subjects that can strengthen the trade union representative's knowledge of the company's developmental, production-related, financial and competitive conditions, and understanding of the importance of a good psychological working environment and a high mutual level of information between the local parties.

Furthermore, the trade union representatives/shop stewards will be informed about the scope for local dialogue regarding in-service training and continuing professional development.

The parties agree that the specific content and execution of the programme will be determined jointly. A working group will therefore be established to compile a complete programme for the joint activity by 1 January 2008.

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

Common efforts to ensure the election of a trade union representative/shop steward where none presently exists

Joint efforts are moreover to be initiated to elect trade union representatives/shop stewards in companies where no trade union representative/shop steward has yet been elected.

These efforts must clarify the advantages inherent in a structured, ongoing local partnership between an elected trade union representative/shop steward and the company's management.

The parties agree that the further content and procedure of these efforts shall be determined by 1 January 2008 by a working group set up by the parties to the collective agreement.

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

Remuneration of elected trade union representatives/shop stewards

The parties agree that trade union representatives/shop stewards elected under the Electricians' Collective Agreement are entitled to an annual fee, one-quarter of which is to be paid out each financial quarter. The fee is to be paid as compensation for the trade union representative's/shop steward's performance of his or her tasks outside the trade union representative's/shop steward's working hours.

The remuneration is not pensionable or holiday eligible.

The group entitled to vote in the election of a trade union representative/shop steward is to be determined by the end of August 2007.

Afterwards, the group entitled to vote will be decided in connection with re-election or new-election of a trade union representative/shop steward, and subsequently the election will be held each year on 15 February at the latest. When a person ceases to be a trade union representative/shop steward, payment of the trade union representative fee to that person will stop.

The amount of the trade union representative's fee shall be as follows:

trade union representatives representing groups of up to and including 49 persons shall from the 2nd quarter of 2017 receive an annual fee of DKK 9,000.

trade union representatives representing groups of between 50 and 99 persons shall from the 2nd quarter of 2017 receive an annual fee of DKK 16,500.

trade union representatives representing groups of 100 persons or more shall from the 2nd quarter of 2017 receive an annual fee of DKK 33,000.

For joint trade union representatives, the size of the group is calculated as the sum of all those represented.

If an agreement on trade union representative remuneration/fees has already been concluded, this shall be offset in the above fee.

Elinstallationsbranchens Uddannelsesfond (The Electrical Installation Industry's Training Fund) shall alter its name to Elinstallationsbranchens Uddannelses- og Samarbejdsfond (The Electrical Installation Industry's Training and Co-operation Fund), and from 1 October 2007 it shall finance the above-mentioned activities and fees, in addition to its former activities.

As a consequence of this, it has been agreed that the contribution to the Fund per completed working hour shall be increased to DKK 0.30 as of 1 July 2007. The Fund's board shall be empowered to regulate this contribution as of 1 January 2009, to the extent that new tasks for the Fund necessitate this.

Glostrup, 02 March 2007

TEKNIQ

The Danish Union of Electricians

Note: Change in contributions to the Electrical Installation Industry's Training and Co-operation Fund: see Annex 21.

Annex 18 Agreement on holiday transfer

Aftale om ferieoverførsel

Undertegnede arbejdsgiver (navn):	CVR-nr.:
Adresse:	Tlf.nr.:
Postnr./by:	

Medarbejderens fulde navn:	CPR-nr.:
Adresse:	Tlf.nr.:
Postnr./by:	

1. Overført ferie

Parterne har i overensstemmelse med EOK § 16, stk. 6 aftalt, at _____ feriedage overføres til næste ferieafholdelsesperiode. Der kan maksimalt overføres 10 feriedage, og maks. 5 dage pr. ferieår. Senest i 2. ferieafholdelsesperiode efter, at ferien er overført, skal al ferie afholdes.

Ved feriehindring

I overensstemmelse med Ferieloven eller EOK § 16, stk. 6 sker overførelse af _____ feriedage, som medarbejderen er forhindret i at afvikle på grund af egen sygdom, barselsorlov, orlov til adoption eller andet fravær på grund af orlov, kan overføres til næste ferieår (ikke omfattet af 10-dages begrænsningen).

2. Aftaler om afvikling

For den overførte ferie er følgende i øvrigt aftalt: (sæt 1 kryds):

2.1 Det er aftalt, at ferien skal afholdes i forbindelse med hovedferien i ferieåret 20 _____

2.2 Det er aftalt, at ferien skal afholdes i følgende periode:

Fra og med den _____, 20 _____ til og med den _____, 20 _____

2.3 Anden eller supplerende aftale:

--

3. Øvrige bestemmelser

3.1 Aftaler om ferieoverførsel skal indgås senest 31. december i ferieafholdelsesperioden.

3.2 Den overførte ferie placeres i henhold til ferieloven, medmindre andet aftales.

3.3 Er der indgået en aftale om afvikling af den overførte ferie, kan en sådan aftale kun ændres ved en ny aftale.

3.4 Arbejdsgiveren har pligt til senest den 31. december i ferieafholdelsesperioden at underrette den, der skal udbetale feriegodtgørelsen for den overførte ferie om, at ferien er overført. Dette kan evt. ske ved fremsendelse af kopi af denne aftale.

Dato:	
Virksomhedens underskrift	Medarbejderens underskrift

TEKNIQ ARBEJDSGIVERNE

Annex 19 Protocol on preliminary training for apprentice electricians

Purpose

The organisations agree to establish a scheme whereby companies and young people may enter into preliminary training agreements. The purpose of this scheme is

- to give young people under the age of 18 a chance to test their interest and skill in the industry,
- to give young people and companies better possibilities to test their mutual co-operation,
- to provide young people with a gradual transition to working life,
- to reduce the drop-out rate in the actual training period, and
- to create more training places in the companies for young people aged under 18.

Framework for the agreement

The preliminary training agreement may be entered into by companies approved by the professional committee for the electrical industry to employ apprentices, and by young people who are not yet 18 years of age at the time of entering into the agreement. The preliminary training agreement is entered into with the intention that the young people shall subsequently enter a normal training contract.

The young people shall be covered by the apprenticeship provisions in the current collective agreement between TEKNIQ and the Danish Union of Electricians, with the exception of Sections 17.9 (Holidays) and 17.12 (Disputes).

Holidays shall conform to the rules of the Danish Holidays with Pay Act.

The young people shall take part in the company's normal production under the same conditions as apply to the industry's apprentices.

The hourly rate during preliminary training shall accord with that of young workers and is set out in Section 17.5.

Preliminary training shall have a maximum length of 6 months, but may be shorter, if the company and the apprentice so wish.

The agreement may be terminated at any time by either party without the need to provide justification. After 3 months' employment, there shall be a period of notice of 5 days, although not at the expiry of the agreement.

Any disagreements between the company and preliminary trainee shall be dealt with by the organisations jointly.

Working hours

Individual agreements may be concluded which limit weekly working hours to less than 37 hours per week. The organisations indicate that such reduced working hours may for example be utilised to:

- provide an introduction to the cultural and working conditions at Danish workplaces,
- clarification of skill-sets,
- provide an introduction to various industries and companies, and
- linguistic and professional skills enhancement.

Company's liabilities

The company shall ensure thorough instruction of the young person at the commencement of the agreement in relation to the working environment.

The company shall provide ongoing instruction and shall undertake checks to ensure that the work carried out is responsible in terms of health and safety.

The commitments of the young person

It is required that the young person:

- participates in the necessary safety instruction in the company at the commencement of the agreement,
- follows the instructions provided by the company and other employees with respect to safety measures and tasks,
- adheres to the company's ordinary rules for reporting illness or other absence, and other rules for personnel.

Training contract

When a training contract is entered into in continuation of a preliminary training agreement, the following shall apply:

- The apprenticeship period (practical part) may be reduced by 1 month, provided that the preliminary training has had a duration of 6 months, and the average working hours have been at least 25 hours per week.
- The normal trial period provisions in the Vocational Training Act may only be applied if the apprentice's execution of the basic course raises doubts about the apprentice's ability to complete the course.

The organisations shall compile a guide for companies and trainees, as well as a standard contract.

With a view to avoiding abuse of the agreement, the organisations have the right to object if a company repeatedly enters into preliminary training agreements which fail to lead to training contracts.

Executive Order on young workers

Preliminary trainees under 18 years of age are covered by the Danish Working Environment Authority's Executive Order no. 239 of 6 April 2005, with appendices, in relation to which attention is drawn to the special provisions in Section 8 regarding authority and exemptions, etc.

The parties agree that in relation to these provisions, preliminary trainees shall have the same status as young people with a training contract.

Duration of the agreement

This agreement shall continue to apply unless otherwise agreed. The parties agree to work to ensure that the new apprenticeship model is not introduced in this area of training during this period.

Glostrup, date: 10 March 2010

The Danish Union of Electricians

TEKNIQ

Annex 20 Protocol on certain insurance benefits for apprentices

Apprentices who are not already covered by an employer-sponsored pension or insurance scheme are entitled to insurance cover with PensionDanmark comprising the following insurance benefits:

- a. Health insurance scheme
- b. Permanent disability sum DKK 100,000
- c. Critical illness insurance DKK 100,000
- d. Death in service benefit DKK 100,000

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

The parties agree that this scheme can be administered in collaboration with EVU. TEKNIQ provides financing of the scheme and independently determines any employer contribution for this purpose.

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

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

The scheme will take effect as of 1 March 2011.

Glostrup, date: 10 March 2010

The Danish Union of Electricians

TEKNIQ

Annex 20a Pensions for apprentices

The parties agree that apprentices under the Electricians' Collective Agreement have pension entitlement when the apprentice reaches the age of 18 and has also attained 6 months' seniority.

In the employee's 18th and 19th year, the contribution rates are 4% from the company and 2% from the apprentice, totalling 6%. Furthermore, the company pays the costs of the insurance coverage of Section 17 subsection 5.10.2 in the electricians' collective agreement.

The rates agreed in the electricians' collective agreement for other employees apply once the employee has reached age 20 and has attained 6 months' seniority.

The parties desire the Danish government and the Danish Parliament to resolve that the pension costs for trainees and apprentices aged 18 and 19 should be financed by AUB through the funds accrued in this scheme so that reimbursement is financed within the present financial framework of AUB. Reimbursement through AUB should apply to apprentices who are covered by collective agreements that entail an obligation to pay into apprentices' pension pots.

The parties urge DA and the Danish Confederation of Trade Unions (FH) to work towards this.

If the Danish parliament resolves to establish financing of reimbursement through AUB with effect during the agreement period, the above-mentioned rates will be raised from 4% or 2% respectively, to 8% or 4% respectively, totalling 12%, whereupon the special insurance coverage for trainees and apprentices aged 18 and 19 would cease. The parties are thus working on the assumption that this legislation will take effect in the current agreement period and, when this happens, will cooperate to establish the effective date for the higher pension rates. It is assumed that reimbursement through AUB will be at the agreed level, i.e. employer's contribution of 8%.

Based on the above text, a new subsection is inserted into Section 17 on pensions for apprentices, as follows:

"Apprentices are included in the pension scheme of the electricians' collective agreement once they reach age 18 and have at least 6 months' seniority under the Electricians' Collective Agreement or have been working commercially for a corresponding period.

In the apprentice's 18th and 19th year, however, the contribution rates are 4% from the company and 2% from the employee, i.e. a total of 6%.

The rates are increased to those of Section 9 subsection 15 of the Electricians' Collective Agreement if the pension payments for 18–19-year-olds are reimbursed to the company via AUB. The insurance coverage pursuant to Section 17.5.10.2 lapses simultaneously. The parties to the collective agreement establish the month of coming into force, if relevant.

With effect from the pay period in which the apprentice turns 20 and has attained 6 months' seniority under the Electricians' Collective Agreement or during a corresponding period of having had commercial work, the pension rates in Section 9 subsection 15 apply, i.e. 8% from the company and 4% from the employee respectively, totalling 12%. If the apprentice starts his/her training agreement after turning 20, and if the individual was previously included in the Electricians' Collective Agreement's pension scheme or in a similar collectively agreed occupational pension scheme or company pension scheme from a previous employment relationship, the employee is entitled to pension contributions from the first day of employment.

Apprentices who commence vocational training and are under the age of 18 or do not have 6 months' seniority will be included in the insurance coverage set out in Section 17, subsection 5.10.2.

Annex 21 Contributions to the training fund, etc.

The Electrical Installation Industry's Training and Co-operation Fund

The employer's contribution to The Electrical Installation Industry's Training and Co-operation Fund shall be increased as follows:

As of 1 March 2020, the contribution is being increased by DKK 0.05 to DKK 0.65 per hour.

See also Annex 17.

LO/DA Development Fund

The employer pays DKK 0.45 per hour worked into the LO/DA Development Fund.

With effect from the first payroll period after 1 January 2022, the amount will rise to DKK 0.47.



Arbejde offshore på mobile og stationære platforme 2020-2023



TEKNIQ
ARBEJDSGIVERNE

Framework agreement for offshore work on mobile and stationary platforms

1.1 Scope of the agreement

The Danish Union of Electricians and TEKNIQ concur that the present agreement for working offshore on mobile and stationary platforms deployed on the Danish Continental Shelf area excluding the Faroe Islands and Greenland has been entered into in conjunction with the Electricians' Collective Agreement extant between the organisations and with the Master Agreement from time to time in effect between the Danish Confederation of Trades Unions (LO) and the Confederation of Danish Employers (DA).

1.2 If the agreement does not cover

The Danish Union of Electricians and TEKNIQ agree that aspects of offshore work that are not covered by the present framework agreement may be included in discussions between the organisations at the request of one of the parties, and, if no agreement is reached, such matters may be dealt with pursuant to Section 20 of the Electricians' Collective Agreement.

1.3 Mobile and stationary platforms

Mobile and stationary platforms shall be understood to refer to mobile and stationary platforms including those under construction, as well as any research platforms and associated accommodation areas.

The present agreement covers work carried out by members of the Danish Union of Electricians for members of TEKNIQ.

1.4 Offshore

Offshore refers to work carried out on the aforesaid mobile and stationary platforms deployed on the Danish Continental Shelf maritime area.

The work is carried out under conditions that involve accommodation and staying overnight at the place of work in the maritime area.

1.5 Inshore

Inshore work refers to work on platforms that are anchored for short or extended periods a certain distance from land, whereby maritime transport is required.

Such work is not covered by the present agreement on working offshore, but is covered by the general provisions of the Electricians' Collective Agreement.

The Danish Union of Electricians and TEKNIQ agree that any special working conditions associated with inshore work can be taken up for discussion between the organisations.

1.6 Onshore

Onshore work refers to work on platforms that are on solid ground in dock or floating by the quayside.

Such work is not covered by the present agreement on working offshore, but is covered by the general provisions of the Electricians' Collective Agreement.

1.7 Place of attendance (point of embarkation)

The place of attendance/base (e.g. Esbjerg) is the heliport, quay, base port or place on land from which travel to the platform/installation, work platform, commences.

2.0 Work period

The work period is calculated from the time of attendance at the base port (agreed meeting point) until arrival at the base port, cf. point 1.7.

The framework agreement takes account of work involving at least one full work and rest period (4–6 weeks).

For works of a duration shorter than a full period of work and time off, local agreements can be made in accordance with Section 14, Work travel and external service, of the Electricians' Collective Agreement. Working hours for short-term projects may follow the daily and weekly working hours set out in subsection 2.0 a), b) and c), but weekly working hours established outside the scope of "Section 7 Normal working hours of the Electricians' Collective Agreement" shall be settled and compensated for in accordance with the rules of the collective agreement duly adjusted to take account of the special conditions applicable to the offshore sector.

Normal everyday effective working hours are 12 hours every day of the week. The ratio of working days to rest days shall be 1:1.

The work period can be changed as the management see fit, taking due account of the interests of the company.

If employment is suspended, covering a full period of work and rest, prior to expiry of the period, the hours performed will be settled in accordance with subsections 7.1, 7.2 and 7.3 as well as 7.5.

Extra days off shall be taken in accordance with the rules of the Electricians' Collective Agreement in this regard, although due consideration must be given to the special conditions of the offshore sector.

Detailed rules must be agreed locally in this regard.

Any decisions on setting up tours of duty of 6 weeks (2/4) or, in special cases, tours of duty of 4 weeks (2/2), must be made locally.

Care must be taken to ensure compliance with working time standards for offshore work, with reference to the Executive Order on certain aspects in connection with the allocation of working hours on offshore platforms, Executive Order No. 1204 of 23 October 2015.

a) The following applies to 2:3 tours of duty:

The tour of duty is normally 5 weeks, whereby the work period on the platform is 14 days, followed by 21 days off, to be taken as compensatory time off/holiday onshore.

During the free period, time off shall be in the ratio of 1:1, compensatory time in lieu of 20 hours (168–148) as well as holidays.

b) The following applies to 2:4 tours of duty:

If local agreement exists to this effect, it shall be possible to work a tour of duty of 6 weeks, whereby the work period on the platform is 14 days followed by 28 days of time off/time in lieu/holiday onshore.

During the free period, time off shall be in the ratio of 1:1, compensatory time in lieu of 20 hours (168–148) as well as holidays. Local agreements can be made concerning compensation for the shorter working hours per tour of duty.

- c) The following applies to 2:2 tours of duty:

If local agreement exists to this effect, in special cases, it shall be possible to work a shorter tour of duty of 4 weeks, whereby the work period on the platform is 14 days followed by 14 days of time off onshore.

For each period, 20 hours of time off shall accrue. The time off thus accrued must be taken within 12 months (but always before leaving), and shall be taken after consultation with the electricians and other installers, taking due account of operational factors.

Ten hours' pay shall be allowed during the accrued time (hourly pay including offshore supplement) for each work period.

If time in lieu is not taken by the 12 months' time limit, the amount set aside shall be paid out with the addition of 20 hours' overtime payment per work period.

- d) The present framework agreement is not covered by the common rules governing shift work that the main organisations have entered into.

- e) **Work plan**

Unless otherwise agreed locally, the following shall apply:

A work plan shall be prepared by the firm for individual employees. The work plan shall take account of the fact that the individual is not allowed to work "nights" during two consecutive work periods. As far as possible, the work plan should include the time of embarkation, disembarking, times of the day or night shifts as well as time off.

The firm is entitled to modify the work plan, cf. the above provisions.

If the embarkation time is changed, the firm must give at least 24 hours' notification of the change in the planned time of embarkation.

- f) **Night work – health check**

Where "Executive Order no. 1204 of 23 October 2015 concerning certain aspects of the organisation of working time on offshore platforms" requires a medical check-up for employees who work nights, the medical check-up and health check shall comply with the guidelines of Annex 7.a to the Electricians' Collective Agreement.

2.1 Transport and travel time

An allowance shall be paid for transport time, counted from the established meeting time at the base port (the agreed meeting place) until arrival at the platform, and for disembarkation, from the established departure point on the platform until arrival at the base port, cf. subsections 7.1 and 7.2.

Travel from the firm's place of business to the base port is settled in accordance with Section 14 of the Electricians' Collective Agreement.

2.2 Waiting time in connection with embarkation and disembarkation

When the planned departure time from the base port/platform is postponed, payment shall be made up to a max. of 12 hours of waiting time per 24 hours at the offshore pay rate, cf. subsections 7.1 and 7.2.

Waiting time in excess of 12 hours per 24 hours, whereby electricians are contractually obliged to remain available at the place of attendance, cf. subsection 1.7, shall be paid at the offshore pay rate, cf. subsections 7.1 and 7.2.

The firm is entitled to instruct work for the hours of waiting for which payment is made.

When the departure time is delayed, the firm shall pay for food and any accommodation as agreed in more detail in the specific instance.

3.0 Rest and meal breaks

Normal everyday effective working hours are 12 hours including 1 hour of rest and meal breaks, included as working hours.

For time in excess of 12 hours out of 24 spent working, waiting or in transit, the firm's established and meal breaks shall also be included as working hours.

4.0 Holiday

With effect from 1 September 2020, to the extent that insufficient holiday has been accrued to take during time off, the employee can take paid holiday in advance, cf. Section 7 of the Danish Holiday Act.

Holidays are to be taken in accordance with the applicable provisions of the Electricians' Collective Agreement, although holidays will have to be taken with due regard for the special work periods.

Holidays can be arranged in conjunction with accrued days off. Accrued days off cannot be included as days of holiday.

Comment: Special calculation for salaried employees:

See guidelines from The Danish Agency for Labour Market and Recruitment (the Holiday Office) with regard to calculating holidays in connection with work involving tours of duty.

5.0 Public holidays

- a) For work on public holidays as well as on 1 May, 5 June (Constitution Day in Denmark) and 24 December, an overtime supplement is included in the hourly supplement established in present agreement in respect of offshore work.
- b) If public holidays on 1 May, 05 June or 24 December fall during holidays, the public holiday amount shall be paid on account in accordance with the provisions of Section 15 of the Electricians' Collective Agreement (as on working days).
- c) For work on public holidays, i.e. days for which the public holiday allowance is paid on account, a special supplement shall also be paid.

As of 1 March 2020, the supplement is DKK 452.55.

As of 1 March 2021, the supplement is DKK 459.75.

As of 1 March 2022, the supplement is DKK 467.10.

Comment: Effective date – see Annex 15 of the Electricians' Collective Agreement.

6.0 Accommodation on the platform

The firm provides food and accommodation for those lodging on the platform, or in some other way as directed by the company.

Lodgings etc. must comply with conditions that are acceptable to the public authorities. As far as possible, lodgings should be in single rooms.

7.0 Pay conditions for offshore work

7.1 Offshore pay

Combined offshore hourly pay comprises the minimum payment, service supplement, offshore supplement as well as an agreed personal supplement in accordance with Section 9 of the Electricians' Collective Agreement.

7.2 Offshore supplement

As of 1 March 2020, the supplement is DKK 35.60 per hour.

As of 1 March 2021, the supplement is DKK 36.20 per hour.

As of 1 March 2022, the supplement is DKK 36.75 per hour.

Apart from the night supplement, this supplement shall cover all supplements under the collective agreement as well as all special conditions attached to offshore work.

Comment: Effective date – see Annex 15 of the Electricians' Collective Agreement.

7.3 Overtime payment

- a) Work in excess of 12 hours per 24 hours calculated from the start of work attracts an overtime supplement of 50% of the total offshore hourly pay. Time off in lieu is not available for these hours.
- b) If the work period on the platform is extended to more than 168 hours or beyond the established disembarkation time, an overtime supplement of 50% of total offshore hourly pay shall be payable. Time off in lieu is not available for these hours.
- c) The provisions of subsections 7.1, 7.2 and 7.3a) and b) do not apply to work tasks of short duration where pay is awarded in accordance with subsection 2.0, 2nd subsection.
- d) If a rest period is interrupted due to a major pre-planned shut-down, the number of hours served will be remunerated at the current work rate with overtime payment.

7.4 Changing shifts (night/day or day/night)

Unless otherwise agreed locally, the following shall apply:

In cases where the firm changes the work plan whilst giving less than 8 hours' notice that the opposite shift is to be worked instead, a supplement of 50% of the total offshore pay rate shall be paid in respect of the first 4 hours worked on the new shift.

If, due to a change in shifts and statutory time off (8 hours' rest) between shifts, a full shift or parts of a shift are lost during this period, the offshore pay rate shall be payable for the time lost.

7.5 Suspension of shift (work period)

Unless otherwise agreed locally, the following shall apply:

If a person's shift is suspended (work period) for a notified/planned (14-day) period, and the employee is sent ashore, then the employee is assured the offshore pay rate before the full period out on the platform has been served, up to arrival at the base port.

Cf. in addition subsections 2.1 and 2.2.

7.6 Commuting and unqualified rest

For the time spent commuting, etc., between home and the work platform, payment shall be in accordance with section 7.0.

The individual must have 8 hours of effective, continuous work-free time off between any two work periods.

Anyone who does not have a qualified rest period following the day/night work period on the work platform must be offered transportation to the accommodation platform to rest, and the offshore pay rate is payable for any time lost.

7.7 Supplement for night work

Local agreements can be entered into concerning payment of a night supplement for hours worked offshore.

If no such agreement has been entered into concerning payment of a night supplement, a supplement will be payable per working hour of at least DKK 7.15 with effect from 1 March 2020.

The night period shall be agreed locally. If no agreement has been entered into concerning this, the night period will be between 7 pm and 7 am.

Comment: Effective date – see Annex 15 of the Electricians' Collective Agreement.

8.0 Fire and rescue drills offshore

Unless otherwise agreed locally, the following shall apply:

Employees are obliged to participate in fire and rescue drills offshore in accordance with applicable rules for the works site, in working hours and leisure time. Where this involves the use of leisure time, the offshore pay rate without any overtime supplement shall be payable.

8.1 Courses

Unless otherwise agreed locally, the following shall apply:

Participation in courses held onshore in relation to safety, fire and rescue for offshore work shall be remuneration in accordance with the generally applicable regulations for employees participating in courses.

Expenses involved in participating in these courses will be covered by the company.

However, this shall be at least the ordinary hourly pay rate without the offshore supplement plus any food, accommodation and travel expenses.

9.0 Equipment – working hours – tools

Unless otherwise agreed locally, the following shall apply:

The firm shall provide the necessary equipment, tools and clothing. The practical regulations shall be agreed locally.

Equipment destroyed in the course of work through no fault of the worker shall be replaced by the firm.

The employee shall pay for any lost equipment at the second-hand value of the equipment when lost.

10.0 Provisions concerning trade union representatives

The provisions set out in Sections 1, 2 and 3 of the Electricians' Collective Agreement are applicable.

11.0 Provisions concerning leave

Unless otherwise agreed locally, the following shall apply:

Electricians may be granted leave as follows:

- in the event of a death, funeral, acute and serious illness in the immediate family (grandparents, parents, spouse/live-in partner, children/child)
- for a spouse/live-in partner when necessary in connection with a birth or hospitalisation.

Payment shall be made in accordance with subsections 2.1 and 2.2.

If the electrician should have known about the matter before departure, and has not agreed the matter with the firm, the costs associated with leave shall be at the expense of the electrician.

12.0 Notice of termination

Notice can be served by either party in accordance with the Electricians' Collective Agreement. The employee may only leave after the rest period has been served.

Time off in lieu must be taken before leaving the firm.

13.0 Disputes

Any disputes shall be settled in accordance with the rules of procedure for industrial conflict pursuant to Section 20 of the Electricians' Collective Agreement.

14.0 Duration

This framework agreement is regarded as a supplement to the Electricians' Collective Agreement between the Danish Union of Electricians and TEKNIQ Arbejdsgiverne and runs concurrently.

Existing agreements relating to this work area cannot be diminished by this agreement.

TEKNIQ Arbejdsgiverne

The Danish Union of Electricians

Protocol

Addendum to the framework agreement for offshore work on mobile and stationary platforms.

At a meeting on 28 February 1993 between The Danish Union of Electricians and ELFO, consensus was reached as follows, cf. the Ministry of Transport and Energy's Executive Order No. 711 of 16 November 1987*):

1. The daily rest period may be delayed to a limited extent or reduced to 8 hours.
2. The work period between 2 rest periods may be extended by up to 28 days if the individual employee and management so agree in writing.

Unforeseen extensions (force majeure, etc.) may be cited by the management as and when necessary.
3. Local agreements can be made concerning the inclusion of holiday and accrued hours with work periods and rest periods, e.g. such that 14 days of work is followed by 21 days off, spent onshore.

*) The rules are now part of the Danish Ministry of Employment Executive Order concerning certain aspects of the organisation of working time on offshore platforms, Executive Order No. 1204 of 23 October 2015.

**Annex 22a Committee work relating to the Electricians' Collective Agreement Annex 22
– Framework agreement for offshore work**

In connection with the discussions that have taken place, it was agreed that, during the agreement period, a committee will be appointed comprising representatives from the organisations, tasked with monitoring developments in offshore work with a view to assessing the need for any changes to the framework agreement.

The parties have therefore agreed to monitor this area intensively during the upcoming agreement period to clarify whether Annex 22, the offshore agreement, is fit for purpose. It is particularly desirable to monitor the trend in “brief engagement/trips”, fewer daily helicopter trips, which often results in long waiting times, as well as to examine opportunities for employment pursuant to ECA Annex 1a.

The committee will comprise representatives of TQ-A and DEF and potentially other parties as required in relation to offshore activities. There is consensus that the committee must agree a plan for the work before the end of 2020.

Glostrup, 7 March 2020

The Danish Union of Electricians

TEKNIQ Arbejdsgiverne

Annex 22b Committee work relating to offshore wind farms

The parties agree that a rapid-acting committee is to be appointed in the agreement period to bring in representatives from the industry with a view to preparing a framework agreement on pay and employment terms and conditions for offshore wind farms. This committee work must be completed by the end of 2020.

Glostrup, 7 March 2020

The Danish Union of Electricians

TEKNIQ Arbejdsgiverne

Annex 23 Mandate for the committee on social dumping

In the 2010 Collective Agreement negotiations, protocols were drawn up on social dumping, circumvention of the collective agreement and subcontracting. The aim of these protocols is to avoid circumvention of the collective agreement, and for this reason a joint committee has been established to monitor developments and ensure there is intervention in respect of any companies or employees entering into agreements that circumvent the collective agreement.

The committee meets at least twice a year, or when either Party ascertains an instance of possible circumvention of the collective agreement. The twice-yearly meetings are agreed as part of the normal meetings calendar between TEKNIQ and the Danish Union of Electricians, while ad hoc meetings to clarify specific matters are arranged at the earliest opportunity.

There is consensus that the committee is to be summoned for an extraordinary meeting in the following circumstances:

- When either Party ascertains that non-Union companies/employees are carrying out work covered by the collective agreement and the company/employee in question refuses to disclose information on the terms and conditions of employment.
- If either Party has grounds to suspect that the provisions of the Electricians' Collective Agreement, including the aforesaid annexes, are being circumvented
- If a TEKNIQ company contributes to social dumping

If at a meeting of the professional bodies (possibly by telephone or e-mail) it is shown to be probable that a TEKNIQ company is involved in social dumping, a fast-track procedure will be set in motion in the industrial procedure system, whereby a mediation meeting shall take place at the company's address within 48 hours, unless otherwise agreed. If it is ascertained at the meeting that social dumping is occurring, and agreement is not reached on how to bring this to an end, there is a consensus that the matter can immediately be fast-tracked via industrial arbitration; ideally, this should take place within 2 weeks after the mediation meeting.

If it is a matter of social dumping committed by non-Union companies, TEKNIQ will contact the company in question with a view to setting up a meeting with the participation of TEKNIQ and the Danish Union of Electricians as well as to give guidance and, if possible, include the company as a member and thus get the work covered by the collective agreement. If the company fails to respond to TEKNIQ's enquiry or fails to comply with the guidelines presented, TEKNIQ will give its full backing to any militant action the Union side may take in the matter.

Glostrup, 23 June 2011

TEKNIQ

The Danish Union of Electricians

Annex 23a Inequity in setting pay

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

Thus, it is natural in setting wages pursuant to Section 9 of the Electricians’ Collective Agreement that consideration shall be given to employees’ specialist skills, the nature of the work as well as the scope of piecework in respect of the employee in question. Furthermore, consideration shall be given to the demands of the work on the person performing the task, including any discomfort associated with undertaking the work.

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

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

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

Disputes

Any disputes in the matter of whether inequity is present can be dealt with in accordance with the rules on industrial disputes in the Mandate for the committee on social dumping in Annex 23. An ensuing industrial procedure case may be introduced against the backdrop of a current works site.

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

If it is not possible during the industrial procedure to reach agreement on inequity, the case can be passed to an industrial tribunal, which will take a stance on whether inequity is present. If possible, industrial arbitration should take place within one month. If inequity is ascertained, the Parties may seek to negotiate, possibly with subsequent industrial procedure according to the same principles as for local agreements, to reach agreement on how to end the inequity.

Glostrup, 7 March 2020

The Danish Union of Electricians

TEKNIQ Arbejdsgiverne

Annex 24 Organisation agreement on data protection

The parties agree to incorporate subsection D.4 from the mediation proposal of 2017 as follows:

As a consequence of the mediation proposal in 2017, TEKNIQ Arbejdsgiverne and the Danish Union of Electricians agree that the provisions of the collective agreement and the associated procedure must be interpreted and dealt with in accordance with the GDPR (EU 2016/679).

The parties agree that it is necessary to ensure that current practice between the parties for the collection, storage, processing and provision of personal information pursuant to employment and labour law obligations can continue.

Glostrup, 7 March 2020

The Danish Union of Electricians

TEKNIQ Arbejdsgiverne

Annex 25 Technical edits to the Electricians' Collective Agreement Section 7b and 7c on weekend work and shift work respectively

The parties agree that, in the upcoming agreement period, committee work will be initiated for the purpose of implementing technical editing of the Electricians' Collective Agreement Section 7b on weekend work, including any issues relating to weekend workers and shift workers on long-term sick leave.

Glostrup, 7 March 2020

The Danish Union of Electricians

TEKNIQ Arbejdsgiverne

Annex 26 Transitional arrangements for the period 1 May 2020 to 31 December 2020 regarding extra days off and childcare days

Based on the changes to the Danish Holiday Act, including the scheduling of the holiday year as of 1 September 2020, the parties agree that Section 15(1), Section 17(10), Section 19 and Annex 1.6.6 will be changed, and that transitional arrangements will be put in place for the period 1 May 2020 to 31 December 2020, with the following implications:

Extra days off

The employee is allocated 3.33 extra days off as of 1 May 2020, which can be taken before 31 December 2020. Extra days off are paid via the public holidays account with advance payment, cf. Section 15(3), with the usual hourly payment to apprentices, cf. Section 17.10. 2 or with daily payment on account corresponding to a day's pay, cf. Section 19 and Annex 1 subsection 6.6.

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

Extra days off can be taken in hours in the transitional period.

The individual employee's account for public holidays/extra days off, and the free choice scheme, shall be settled, and the remaining amount paid, in the final wage payment of the calendar year 2020, unless the individual employee submits a request prior to 30 November for the remaining amount – or part thereof – to take the form of an extraordinary pension contribution. This includes the public holiday payment for the public holidays at Christmas and the subsequent New Year's Day. The transitional arrangements expire at the end of the calendar year 2020.

For employees employed pursuant to Section 19 and Annex 1/1a, if the employee is not employed by the company throughout the transitional period, either due to hiring or resignation, the extra days off are calculated in proportion to the employment during the calendar year.

If the employee resigns or an employee employed pursuant to Section 19 and Annex 1/1a switches to employment on an hourly pay in the same company, the remaining amount shall be calculated and paid out with the next wage payment.

For apprentices, if extra days off are not taken before 31 December 2020, the company will pay compensation corresponding to the current apprenticeship pay during sick leave in respect of unused extra days off calculated as 7.4 hours per day. Compensation is payable simultaneously with the last wage payment of the calendar year, but no later than 4 weeks after the end of the calendar year. If compensation is not paid in a timely manner, penalties cannot be imposed on an employer who, within 5 days after a meeting between the organisations, has instructed payout of the amount, unless there are repeated reports of breaches of this provision.

At the expiry of the training contract, ordinary pay will be disbursed equivalent to sick pay for the apprentice in relation to unused extra days off, whereby an extra day off is deemed to be a 7.4-hour day. The number of extra days off at the time of leaving shall be calculated pro rata in relation to occupation during the calendar year.

TEKNIQ Arbejdsgiverne shall act as guarantor for the payment of the sum in accordance with the holiday guarantee scheme.

Childcare days

Employees with at least 9 months' seniority are entitled to 1.66 childcare days per calendar year from 1 May 2020 to 31 December 2020. The electrician can have a maximum of 1.66 childcare days in the transitional period, irrespective of the number of children the employee has. This rule shall apply to children under 14 years of age.

Childcare days can be taken in hours in the transitional period.

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

The childcare days must be taken unpaid, but the employee may receive an amount from his/her free choice account, cf. Section 15, subsection 3 and Section 17 subsection 6 no. 4 if there are sufficient funds on the account.

Glostrup, 7 March 2020

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