

**2020
2023**

Entered into between
DI Overenskomst II (DIO II)
and
Forbundet Arkitekter and
Designere (FAOD) og JA

The Collective Agreement for Architects

DI nr. 808004



FAOD FORBUNDET
ARKITEKTER OG DESIGNERE



The Collective Agreement for Architects

2020-2023

entered into between



DI Overenskomst II (DIO II)

and



the Union of Architects and Designers (FAOD)

and

Academic Agronomists (JA)

Contents

Clause 1 Scope of the collective agreement.....	4
Clause 2 Employment	5
Clause 3 Salary	5
Clause 3a Special savings scheme.....	9
Clause 4 Pension	9
Clause 5 Working hours, extra hours and overtime.....	11
Clause 5 a Fixed salary	13
Clause 6 Architectural design competitions and acquisition of new business	14
Clause 7 Termination of employment	14
Clause 8 Sickness, child's sickness and care days	14
Clause 9 Pregnancy, childbirth and adoption	16
Clause 10 Holidays and floating holidays.....	17
Clause 10a Holiday entitlement for new graduates (lapses on 1 September 2020)	18
Clause 11 Time off.....	19
Clause 11 a Senior employee scheme	19
Clause 12 Employee development and continuing education.....	20
Clause 12a Continuing education	20
Clause 13 Reimbursement of moving and travel expenses	23
Clause 14 Mileage allowance and travel time compensation	23
Clause 15 Unionisation.....	23
Clause 16 Disputes	23
Clause 17 Derogations from the collective agreement.....	24
Clause 18 Accession agreements/special collective agreements with private firms of consulting architects which are not members of DIO II	24
Clause 19 Term of the collective agreement	25
Trade union representative agreement between DIO II, FAOD and JA.....	26
Agreement on transfer of holidays	29
Appendix 1 Reference scale 2011	30
Protocol on data protection	31
Protocol on newly joined member companies	31
Protocol on pay bands.....	31
Protocol on cooperation project	31
Protocol on pension project.....	32
Protocol on designers with a master's degree (cand.design/MA Design)	32
Protocol on common guidance notes	32
Protocol on existing protocols	32

Protocol on choice of collective agreement	33
Protocol on joint consultative committees	33
Protocol on the duty to immediately renegotiate on the coming into force of the “+2” programme.....	34
Protocol on the preparation of a senior employee’s policy	34
Agreement on the development of a new pay structure.....	34
Protocol on pay guarantees.....	35
Protocol on transition from the collective agreement between PLR and JA to the collective agreement between the Danish Union of Salaried Architects and the Danish Association of Architectural Firms	37

This is a translation of the Collective Agreement for Architects 2020-2023 (Arkitektoverenskomsten 2020-2023). In case of any discrepancy between the Danish and the English version, the regulations in the Danish version shall prevail.

Clause 1 Scope of the collective agreement

Subclause (1) This collective agreement was entered into between DIO II, the Union of Architects and Designers (FAOD) and Academic Agronomists (JA) and covers the following employees:

- (a) academic architects with a master's degree from either the Royal Danish Academy of Fine Arts (KADK) or the Aarhus School of Architecture (cand.arch./MA Architecture);
- (b) architects whose academic degrees from educational institutions in other EU member states meet the requirements on mutual recognition of examination certificates in accordance with EU Directive 2005/36/EC with later amendments;
- (c) architects who, without meeting the conditions set out in items (a) or (b) above, were accepted as members of the Danish Association of Architects prior to 1 April 2005;
- (d) landscape architects with a master's degree from the University of Copenhagen's Faculty of Science (KU-SCIENCE) or a corresponding degree from Norway or Sweden;
- (e) Masters of Engineering in Architecture (cand.polyt./MSc Engineering and cand.scient.techn./MSc Technology) from Aalborg University (AAU);
- (f) designers with a Danish master's degree (MA Design)*

employed in private firms of consulting architects which are members of DIO II.

** The parties agree that designers with a degree from KADK who are not members of the Danish Association of Professional Technicians (TL) and designers with a degree from Design School Kolding who are members of FAOD are covered by the collective agreement.*

Subclause (2) DIO II commits to keep FAOD and JA informed about changes to DIO II membership matters on a continuous basis.

Where an employer is contacted with a view to negotiating matters relating to salary and employment conditions, FAOD and JA undertake to also concurrently provide DIO II with the same information.

Subclause (3) The collective agreement covers employment relationships in which the employee works in Denmark, not including Greenland and the Faroe Islands.

Subclause (4) For employees covered by this collective agreement who are employed as industrial PhD students, the provisions of the collective agreement are derogated from in the following respects:

- (a) The student will be placed in accordance with the length of service system under the collective agreement and receive a minimum of 90% of the student's minimum pay determined according to his or her length of service, see clause 3(1);
- (b) The student's weekly working hours are 37 hours including a 29-minute daily lunch-break. It is assumed that working hours are used for the study programme only. Thus, the collective agreement's provisions on working hours, extra hours and overtime, see clause 5, do not apply to the student's employment relationship;

- (c) The PhD student is not covered by the continuing education scheme, see clause 12, as special agreements will be made in relation to the student's participation in conferences and vocational courses.
- (d) Subject to the required approval of leave, the PhD student is entitled to extension of his or her employment after the end of maternity/paternity leave or parental leave, for a period corresponding to the period during which the student was absent or exercised the right to leave pursuant to the Maternity/Paternity Leave Act. The employment will be extended only by a period corresponding to the part of the leave taken during the student's period of employment.

The student is not subject to the rules on industrial action, it being noted that work affected by industrial actions may not be performed even if comprised by the PhD granted.

Subclause (5) The collective agreement does not cover traineeships or study periods abroad for which the trainee receives a grant under Erasmus+, the Leonardo da Vinci programme or similar EU programme with the same target group, purpose, formal guidelines, etc.

The period during which the collective agreement does not apply in connection with such traineeships and study periods abroad will normally correspond to a maximum period of:

- (a) 13 weeks at the same company for trainees under the age of 30; and
- (b) four weeks at the same company for trainees over the age of 30.

In case the trainee has received a grant for a specific study programme or project lasting longer than four or 13 weeks, respectively, at the same company, the period in which the collective agreement does not apply may be extended, subject, however, to the approval of DIO II and FAOD or JA, as the case may be.

Generally, in connection with establishment of traineeships and study periods abroad in relation to this provision, the maximum number of persons completing such traineeships or studies abroad, or practical training with a company, and employees with wage subsidy, see the legislation on active employment efforts, is one for every five ordinary employees at companies with 0-50 employees, however always at least one person. At companies with more than 50 employees, the maximum number is one for every ten ordinary employees.

Subclause (6) Part-time employment with less than eight working hours per week on average is covered by this collective agreement.

Clause 2 Employment

Subclause (1) The employee has a duty of confidentiality with regard to any information obtained as part of his or her position, the confidentiality of which is inherently required or prescribed. The duty of confidentiality does not cease on termination of the employment relationship.

Clause 3 Salary

Individual salary

Subclause (1) The individual employee is entitled to a salary which is negotiated individually.

The individual salary is a fixed salary, paid monthly. Bonus, performance-based salary or one-off remuneration, for example, may be paid as a supplement to the salary.

The salary must reflect the individual employee's performance, qualifications, education and skills as well as the content of and responsibility associated with the position.

Subclause (2) The salary is paid monthly in arrears and is available on the penultimate working day of the month.

Minimum pay/pay bands

Subclause (3) The figures include the employee's own pension contribution, but not the employer's pension contribution, under the collective agreement.

Pay bands	<u>Length of service for salary purposes</u>	<u>Minimum salary at 1 March 2020</u>	<u>Minimum salary at 1 March 2021</u>	<u>Minimum salary at 1 March 2022</u>
1	0-48 months:	DKK 30,400	DKK 30,800	DKK 31,200
2	49-83 months:	DKK 36,400	DKK 36,800	DKK 37,200
3	More than 84 months:	DKK 43,400	DKK 43,800	DKK 44,200

Subclause (4) The minimum salary of pay band 1 reflects solely the performance of a newly graduated employee without any experience.

The minimum salary of the other pay bands reflects solely the skills of the employee by virtue of the number of years of experience the employee has achieved through employment within his or her profession, but not the employee's supplementary competences, duties and responsibility.

Therefore, the employee's salary is expected to exceed the minimum salary unless special, individual circumstances apply. If the employee has a degree in architectural technology and construction management (*konstruktør*) or is an academy profession graduate in construction technology (*byggetekniker*), the salary can never be less than it would have been in accordance with the salary provisions of the other relevant collective agreement.

Subclause (5) Where warranted by circumstances, and provided the organisations are involved, reduced salary may be agreed in special circumstances.

Length of service for salary purposes

Subclause (6) The length of service for salary purposes is usually based on graduation age, i.e. the number of months since the person in question graduated from one of the educational institutions referred to in items (a), (b), (d) and (e) of clause 1(1) and has performed architectural work. The graduation age includes military service, alternative civilian service and maternity/paternity leave. The length of service is rounded up to a whole number of months, to the effect, however, that it is calculated from the last day of the month in which

the person passed his or her final examination at the earliest. Employees covered by item (c) of clause 1(1) of the collective agreement will be positioned by negotiation between the organisations. As a general rule in determining the length of service, the number of months in which the employee has performed architectural work is included.

Subclause (7) The length of service of part-time employees will increase annually, provided they have worked at least 18 hours per week throughout the year. The length of service of part-time employees working less than 18 hours weekly will increase every other year.

Salary negotiation

Subclause (8) The employee is entitled to annual salary negotiation, even if the employee is on leave in accordance with the Maternity/Paternity Act.

Subclause (9) The employee must be informed about the result of the salary negotiation not later than four weeks after the negotiation took place. Within 14 days, the employee may demand to be informed of the reasons for the result and ask for guidance on how a salary increase can be achieved in future, based on the company's pay policy and the employee's competence development plan. Such information must be given in writing if so requested. The company must provide such information within 14 days.

Subclause (10) As a general rule, salary negotiations are a local matter. If an employee does not obtain a satisfactory result, the trade union representative may be involved.

If a result is still not achieved, or there is no trade union representative at the company, the member may raise the issue through his or her union with a view to a discussion and possibly a mediation meeting. If no agreement is reached, the dispute regarding the amount of the individually negotiated salary cannot be escalated any further under labour law.

Pay policy

Subclause (11) Companies have an obligation to prepare a pay policy. The policy must be prepared in dialogue with the employees. At companies with elected trade union representative(s), the pay policy must be discussed with such trade union representative(s). At companies with no trade union representative, the pay policy must be discussed with the employees. The goal of the discussions is to reach as high a degree of consensus on the pay policy as possible.

The company's pay policy must contain sufficient information on how salary increases may generally be achieved. Accordingly, the pay policy must describe the criteria emphasised by the company in relation to the employees' salaries and salary increases, including the correlation between salary increases and competence building.

If the company applies salary components other than fixed salary, such as bonus, performance-based salary or one-off remuneration, the criteria for their application must appear from the pay policy.

If the company applies fixed criteria for rewarding established functions and qualifications (for example project manager remuneration), this must be set out in the pay policy.

The framework for performance reviews and salary negotiations between management and employees, including whether such meetings are combined into one, must be formulated in the company's pay policy. The timing of implementation, preparation and evaluation of pay negotiations must also appear.

The pay policy must describe the form, content and frequency of evaluation of the annual salary negotiations and the pay policy.

Openness on finances and pay

Subclause (12) Based on its pay policy, the company must inform the employees annually of the factors which are to form the basis of the salary negotiations, including targets for the financial scope for negotiation as well as the salary negotiation process (times and dates of salary negotiations etc.).

The parties to the collective agreement further recommend that management inform the employees about the financial situation of the company (main developments in budget and financial figures and the order book and market situation).

At companies with an elected trade union representative, he or she must – prior to the annual salary negotiations – be provided with information about the company's financial situation and future prospects, including the order book and market situation and production factors. Furthermore, prior to the annual salary negotiations, the trade union representative must be provided with anonymised information about the salaries of the employees covered by the collective agreement. Such salary information must contain the same information as that reported by the employer to wage statistics (for example – where relevant and subject to anonymity – education, age, length of service, responsibility/title and trade group).

An employee and a trade union representative may also discuss the salary situation of the employee individually.

Wage statistics

Subclause (13) Companies are required to report data to the wage statistics of the Confederation of Danish Employers (DA). DIO II will make such statistics available to FAOD and JA as soon as they are available, however not later than on the last day of February.

Agreements on gross salary schemes

Subclause (14) Voluntary agreements may be entered into between the individual employees and the company to the effect that the employer, against deduction in the gross salary, will pay into certain schemes approved for tax purposes. It is not permitted to establish local agreements in which the employee is required to participate. Facilities/tools necessary for the performance of work must be paid by the employer in the same way as for other production facilities and therefore cannot be made subject to financing through gross salary deduction. To the extent the individual company wants to offer this, the company must ensure that the applicable rules are observed.

The maximum deduction for this purpose is 10% in total of the employee's minimum salary. In addition, further deduction from the remaining part of the salary may be agreed individually with no upper limit.

Unless otherwise agreed, the employee is entitled to resign from the scheme at three months' notice.

If the gross salary scheme includes agreements with third parties, the employee is, however, obliged to observe the notice of termination applying to the scheme agreed with such third party, which notice of termination cannot exceed 12 months.

Gross salary deduction agreements always lapse on termination of employment. Resigning from the scheme must be without cost to the employee.

Pay guarantees

Subclause (15) Companies have a duty to observe the agreed pay guarantees, see Protocol on pay guarantees.

Clause 3 a Special savings scheme

Subclause (1) Effective as of 1 March 2020, 0.89% of the salary under clause 3 will be paid as a special allowance.

The contribution will be adjusted:

on 1 March 2021 to 1.78% and
on 1 March 2022 to 2.67%.

Subclause (2) The allowance will be paid continuously together with the regular salary payments.

Subclause (3) The parties to the collective agreement find it natural to take into account the value of the special allowance in connection with the local salary negotiations.

Clause 4 Pension

Subclause (1) Pension scheme

Pension contributions are paid into the Architects' Pension Fund (Arkitekternes Pensionsskasse) or, for landscape architects (see item (d) of clause 1(1)), to the Pension Fund for Agricultural Academics and Veterinary Surgeons (PJD). Employees who as of 1 April 2012 have been registered with the Architects' Pension Fund or PJD through their employment relationship – irrespective of their educational background – may choose to continue their pension scheme or be transferred to the proper pension fund.

All employees employed in areas covered by the collective agreement are included in the scheme. For foreign employees, the pension scheme may be established according to agreement with the employee as a so-called section 53a scheme, according to which pension contributions are paid without deduction right and may later be withdrawn free of tax.

A section 53a scheme may be applied for a maximum period of two years, after which the foreign employee must join the ordinary pension scheme rules unless, before the expiry of the two-year period, exemption has been applied for and granted by the parties to the collective agreement.

Pension contributions are calculated based on the gross salary including all agreed allowances, compensation paid for extra work and overtime, but not on holiday supplement/holiday allowance.

As of 1 April 2015, the pension contribution is 13.0%.

The employer pays two thirds of the total pension contribution, and the employee pays one third.

The employee may choose to increase his or her own pension contribution to improve the pension scheme.

The employer withholds the employee's contribution and any voluntary contribution from the employee's salary before calculating tax. Any contribution to group life insurance is added to the taxable income.

The employer must pay the pension contribution including any voluntary contribution to the Architects' Pension Fund or PJD at the same time as the salary is paid.

Payment of contributions and the relevant specification must comply with the guidelines established by the Architects' Pension Fund or PJD. The guidelines must consider the form of payment chosen by the individual company and contain instructions on specification and tax matters.

The Architects' Pension Fund and PJD may not disclose information on matters pertaining to companies or individuals, and information to be used for statistical purposes may only be disclosed to DIO II and FAOD or JA subject to prior consent from both organisations.

Subclause (2) Payment of contributions – exemptions and modifications

Employees who joined a pension scheme on or before 1 April 1999 will meet the pension obligation if the pension contribution corresponds to the contribution agreed from time to time under the collective agreement. It is a precondition that the employer administers the pension scheme by paying directly into the relevant pension fund.

In private firms of consulting architects who joined the Danish Association of Architectural Firms/DIO II after 31 March 2005, employees who were employed with the company before the membership commenced and have joined a pension scheme will meet the pension obligation, provided the pension contribution corresponds to the contribution agreed from time to time under the collective agreement. It is a precondition that the employer administers the pension scheme by paying directly into the relevant pension fund.

Landscape architects from KU-SCIENCE (the University of Copenhagen's Faculty of Science) who were employed within the area before 18 August 1998 retain their option to receive full salary payment.

The employee may opt to transfer existing pension schemes to the Architects' Pension Fund or PJD.

Subclause (3) Employees who reach state pension age on or after 1 May 2020 may, provided they continue to be employed after reaching state pension age, choose beforehand whether to continue their pension savings (where possible) or to have the pension contribution disbursed as salary on a current basis.

Clause 5 Working hours, extra hours and overtime

Subclause (1) The weekly working hours are 37 hours. Working hours are distributed on the first five days of the week according to agreement at the individual company.

Subclause (2) If the employee works more than three hours daily, a 29-minute lunch-break is part of the daily working hours. If the employee works more than 9½ hours daily and his or her working hours end after 7 p.m. (19:00), the employee must receive meal compensation in the form of 29 minutes' extra work. This excludes any other claims against the employer for meal compensation.

Subclause (3) A framework for flexible arrangement of working hours may be agreed at the individual company (local agreement) or with the individual employee.

In special cases, it may be agreed that working hours are not specified if such an agreement is necessary for the performance of a particular task.

Requests for changes to working hours must be made at 24 hours' notice at least. None of the parties is obliged to meet requests put forward later than that.

The employee is entitled to give a reasoned refusal to a request for changes to working hours but must respect the employer's order to take time off lieu in respect of accrued extra hours in accordance with the rules set out in subclause (4).

The employee cannot be ordered to take time off in lieu if he or she has no hours available for that purpose in the account for extra hours.

Sickness is considered a hindrance for taking time off in lieu, provided the employee has reported sickness before commencement of normal working hours on the day when the time off in lieu was scheduled to be taken. If several days of time off in lieu were scheduled, the hindrance will also apply to sickness on any of the subsequent days.

Extra work, see subclause (4), and overtime, see subclause (8), should be avoided to the extent possible.

Subclause (4) Working hours are calculated on a weekly basis and may vary from week to week. Hours in excess of 37 hours (or in excess of agreed increased working hours, see subclause (10)) are transferred to an account for extra hours, which may contain no more than 150 hours. If, at the end of the week, the employee has more than 150 hours in his or her account, a 50% allowance will be added to any hours in excess of 150, and they will be paid together with the next salary payment.

For the first 75 hours in the account, the employee and the employer may agree to convert the hours either into payment or time off in lieu. The employee is, however, entitled to request time off in lieu at one month's notice. During a notice period, both parties may request time off in lieu at one month's notice. The hours must be paid or taken as time off in lieu on a 1:1 basis.

At 24 hours' notice, the employer may request that hours from the 76th hour up to and including the 150th hour in the account are to be taken as time off in lieu on a 1:1 basis or are to be paid with a 50% allowance added. However, the employee may request that hours are to be taken as time off in lieu at one month's notice with due regard to the day-to-day operations. The employer's notice takes precedence over that of the employee.

For part-time employees, hours in excess of the agreed part-time standard and up to the 37-hour fulltime standard may be transferred to the account for extra hours on a weekly basis. Alternatively, the hours may be calculated monthly and paid. Hours in excess of 37 hours per week are treated in the same manner as for fulltime employees.

Subclause (5) The account for extra hours is not intended to provide the individual employees with an opportunity to accumulate hours to be taken as time off in lieu at their own discretion. As a general rule, the hours must be taken as time off in lieu immediately after they were earned.

If an employer discovers that an employee is using the system contrary to the intention, the employer may reprimand the employee and demand that the practice be stopped. Abuse of the system further entitles the employer to choose to pay accrued hours on a 1:1 basis or demand that they be taken as time off in lieu on a 1:1 basis.

Subclause (6) On termination of employment, any hours in the account must, to the extent possible, be taken as time off in lieu before the effective date of termination, and any hours beyond standard working hours are subject to the consent of the employee. On termination of employment, any remaining hours must be paid.

Subclause (7) In the event of payment, the hourly rate is calculated at 1/160 of the employee's ordinary monthly salary at the time of payment.

Subclause (8) Any overtime on work-free weekdays, Sundays and public holidays which is ordered in writing triggers a 100% allowance to be paid in connection with the next salary payment, but see clause 6(1) on competitions and acquisition work. The employee is entitled to give a reasoned refusal to a request for overtime, see subclause (3).

Subclause (9) The company and the employee may enter into an agreement on 37 effective weekly working hours against a 6.75% increase of the total pay. The employee must take and pay for a 29-minute daily lunch break.

Subclause (10) The employer and the employee may enter into an individual agreement on weekly working hours beyond the standard 37 weekly working hours under this collective agreement, but no more than 42 hours (plus-hour agreement).

The plus-hour scheme must meet both the employees' and the companies' need for more flexible working hours during defined periods of time. For the employee, such scheme is individual, voluntary and non-permanent. Thus, it is not the intention that the scheme

should lead to the general introduction of a weekly standard which is different from 37 hours, whether in the collective agreement area or at the individual company.

A plus-hour agreement is a voluntary agreement for both parties and cannot be entered into before the expiry of the employee's probation period, if any. A plus-hour agreement cannot be made at the time when the employment relationship is entered into.

The individual agreement may be entered into for a fixed term of up to one year. If a new fixed term is not agreed, the individual plus-hour agreement automatically expires, and the employee returns to the level of employment applying before the plus-hour agreement was entered into.

Individual plus-hour agreements may be terminated by the employee or the employer at the notices stipulated in the Salaried Employees Act to expire on the last day of a month. After expiry of the notice, the employee returns to the level of employment applying before the plus-hour agreement was entered into. Termination of a plus-hour agreement is not considered a material change to the employment relationship.

At companies with elected trade union representatives, a local agreement may be entered into on a framework for plus-hour agreements derogating both from the one-year time restriction and from the notice set out in the Salaried Employees Act, to the effect that plus-hour agreements may be terminated individually at shorter notice.

The total salary, including any allowances, must be increased proportionally based on the agreed number of hours; however, to the effect that each plus hour is settled on a 1:1 basis. The increased salary must also be paid during absence for which the employee is generally entitled to pay.

An employee who is dismissed is entitled to return to his or her former level of employment three months before the effective date of termination if he or she so wishes.

Clause 5 a Fixed salary

Subclause (1) In the negotiation of the individual salary, agreement may be reached on a fixed salary with due observance of the principles set out in clause 3. In this context, it may be agreed that the salary will also include payment for extra work, see clause 5(4), and overtime, see clause 5(8), to the effect that no hours are accrued and transferred to the account for extra hours and no overtime payment or travel time compensation is provided. The agreement must be proportional to the salary, job content and the extent of overtime as well as any travel activity. If travel activity was not taken into account when entering into an agreement on fixed salary, a separate agreement must be made for work-related travel, see clause 14. Normal weekly working hours remain 37 hours with flexible scheduling.

Subclause (2) For employees referring to pay band 1 at the time of agreement, the agreed fixed salary must not be less than DKK 38,900 at 1 March 2020, not less than DKK 39,300 at 1 March 2021, and not less than DKK 39,700 at 1 March 2022.

Subclause (3) For employees referring to pay band 2 at the time of agreement, the fixed salary must not be less than the employee's monthly salary at the time of agreement plus

10% or, in the case of new employees, not less than DKK 38,900 at 1 March 2020, not less than DKK 39,300 at 1 March 2021 and not less than DKK 39,700 at 1 March 2022.

Subclause (4) For employees referring to pay band 3 at the time of agreement, the agreed fixed salary must not be less than DKK 46,600 at 1 March 2020, not less than DKK 47,000 at 1 March 2021 and not less than DKK 47,400 at 1 March 2022.

Subclause (5) Both the employee and the employer may terminate an agreement on fixed salary at the notices stipulated in the Salaried Employees Act. Termination has the effect that the employee's monthly salary must be renegotiated and that the employee is again covered by the rules on working time and overtime set out in the collective agreement without any other consequences for the employment relationship.

Subclause (6) Existing agreements on standby allowance continue unchanged. The agreement on standby allowance may be freely terminated by the parties at the notices stipulated in the Salaried Employees Act. Termination has the effect that the employee is again covered by the rules on working hours and overtime set out in the collective agreement without any other consequences for the employment relationship.

Clause 6 Architectural design competitions and acquisition of new business

Subclause (1) In connection with participation in architectural design competitions and tasks involving the acquisition of new business, the normal working hour rules apply, although it is possible to agree on a special competition allowance/function allowance instead of an allowance for weekend overtime ordered in writing, see clause 5(8). The agreement must be in writing and be entered into with the individual employee who is assigned to the project. The allowance is discontinued on completion of the project.

Subclause (2) Employees are entitled to enter architectural design competitions in their own name, but must ask the employer for permission if the employer intends to participate as well. Upon enquiry to the employer three weeks after a competition has been announced, the employees are entitled to be informed within 14 days of whether the employer intends to participate.

Subclause (3) If, under any form other than that mentioned in clause 6(2), employees should want to enter architectural design competitions, the employer's permission must also be obtained if the employer intends to enter the competition.

Clause 7 Termination of employment

Subclause (1) The provisions on notices stipulated in the Salaried Employees Act apply.

Clause 8 Sickness, child's sickness and care days

Subclause (1) The employee is entitled to pay including agreed and expected allowances during sickness under applicable legislation.

Subclause (2) For the purpose of caring for a sick child under the age of 15 still living at home, the employee (M/F) is entitled to time off without salary reduction for the child's first day of sickness.

If the child becomes sick during the employee's working day and the employee must leave work as a result, he or she is furthermore entitled to time off with pay for the remaining working hours of that day.

The employer may require documentation, for example in the form of a solemn declaration.

With effect from **1 May 2020**, the following applies:

If the child is still sick after the first full day of sickness, the employee is entitled to one additional day off. The employee is not entitled to pay for such additional day off.

Subclause (3)

With effect from **1 May 2020**, the following applies:

On 1 May, employees, including employees participating in training or education programmes, with nine months' continuous employment or more will be granted 2.66 childcare days to be taken in the period from 1 May 2020 to 31 August 2021. The employee may take a maximum of 2.66 childcare days during such period, irrespective of how many children the employee has. The rule concerns children under 14 years of age.

Childcare days are to be placed according to agreement between the company and the employee with due regard for the interests of the company.

Childcare days are unpaid. If the employee has a positive balance in his or her account for extra hours, see clause 5, such hours must be used when taking childcare days.

With effect from **1 September 2021**, the following applies:

Employees, including employees participating in training or education programmes, with nine months' continuous employment or more are entitled to two childcare days per holiday period. The employee may take a maximum of two childcare days per holiday period, irrespective of how many children the employee has. The rule concerns children under 14 years of age.

Childcare days are to be placed according to agreement between the company and the employee with due regard for the interests of the company.

Childcare days are unpaid. If the employee has a positive balance in his or her account for extra hours, see clause 5, such hours must be used when taking childcare days.

Subclause (4)

With effect from **1 May 2020**, the following applies:

Employees, including employees participating in training or education programmes, with nine months' continuous employment or more and who are entitled to their child's first day of sickness are entitled to time off in connection with the child's doctor's appointments.

Employees who want time off for doctor's appointments must notify the company of this as soon as possible.

Time off for doctor's appointments is unpaid.

Subclause (5) Employees who are parents of children under the age of 15 are entitled to time off with pay for up to five working days within 12 consecutive months in connection with the child's hospitalisation, including hospitalisation of the child at home if directed by the hospital. The employee must provide proof of hospitalisation on request.

Clause 9 Pregnancy, childbirth and adoption

Subclause (1) An employee who is pregnant or intends to adopt a child must inform the employer of this not later than three months before the expected date of birth/adoption. From the time when the employee informed the employer about the pregnancy or adoption and until the expiry of the leave period, the employee may only be dismissed subject to prior contact with DIO II and FAOD or JA. Fathers who have informed the employer about, or are on paternity or parental leave (but not in the case of agreed postponed leave) may only be dismissed subject to prior contact with DIO II and FAOD or JA. It is for the employer to substantiate the reason for dismissal.

Subclause (2) During absence due to pregnancy and childbirth/adoption, the mother is entitled to her normal salary for up to 20 weeks in total.

The mother may take the 20 weeks of paid leave from up to four weeks before the baby is due. In connection with adoption, the paid leave may be placed before receiving the child in accordance with the provisions of the Maternity/Paternity Leave Act.

Subject to agreement, six of the weeks may be scheduled flexibly within 46 weeks of the birth or, in the case of adoption, of having received the child.

Subclause (3) In connection with childbirth or adoption, the father is entitled to a total of eight weeks of leave with his normal salary. With regard to parental leave commenced on or after **1 March 2020**, the father is entitled to three weeks' additional leave with his normal salary (a total of 11 weeks).

The father may take the eight/eleven weeks of paid leave within the first 46 weeks of the birth. In connection with adoption, the paid leave may be placed before receiving the child in accordance with the provisions of the Maternity/Paternity Leave Act.

Two of the weeks must always be taken as consecutive weeks within 14 weeks of the birth or, in the case of adoption, of having received the child. The employer must be notified of the placing of the two weeks not later than four weeks before the baby is due or, in the case of adoption, if possible, four weeks before the expected commencement of the period of absence.

The father is entitled to take the remaining six/nine paid weeks within 46 weeks of the birth or, in the case of adoption, of having received the child. The paid leave, however, must be taken as whole weeks unless otherwise agreed. If the father wants to take the six/nine weeks after the end of the 14-week period, he must notify his employer of this not later than eight weeks after the birth or, in the case of adoption, after having received the child. If the father wants to take all eight/eleven weeks within the 14 week-period after the

birth or, in the case of adoption, after having received the child, he must notify the employer of this not later than four weeks before the baby is due or, in the case of adoption, if possible, four weeks before the expected commencement of the period of absence.

In connection with stepchild adoption of a registered partner's child where the adoption has legal effect from the birth, the adopter is entitled to the same leave as fathers.

Subclause (4) In general, the employee is entitled to time off without pay in accordance with applicable legislation.

Subclause (5) Documentation of the expected date of birth or adoption must be provided on request.

Subclause (6) If the mother becomes unfit for work due to illness before the maternity leave is commenced, the following applies:

- If the illness is related to the pregnancy, the maternity leave, see subclause (2), will be deemed to have commenced at the date when the employee reported sickness, however not earlier than four weeks before the expected date of birth, see section 7 of the Salaried Employees Act and section 6 of the Maternity/Paternity Leave Act.

If the illness is unrelated to the pregnancy, the maternity leave is not deemed to have commenced if the employee reports fit for duty unless this is done after the originally announced date of commencement of the leave.

Subclause (7) An employee who resumes work before the end of the 14-week period in connection with the child's hospitalisation is entitled to time off in connection with the child's discharge from hospital for the part of the period remaining when work was resumed, provided the child is discharged within six months of the birth.

Subclause (8) The provisions of this clause apply to both full-time and part-time employment.

Subclause (9) Entitlement to pay in accordance with this clause is conditioned upon the employer's right to obtain reimbursement of maternity-, paternal- and parentel allowance. If the employee is only entitled to reduced allowance, the employer's duty to pay salary is reduced correspondingly.

Clause 10 Holidays and floating holidays

Subclause (1) Employees covered by this collective agreement are covered by the Holiday Act.

Subclause (2) Under section 3(3) of the Holiday Act, holidays may be taken as hours. In that context, it must be ensured that the holiday is not taken as fewer hours than the number of working hours planned for the relevant day and that the total holiday taken is not less than five weeks, or 25 full days, in which work-free days that are not compensation days off and working days are included on a proportionate basis. To the extent possible, holidays must be taken as full weeks.

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

Subclause (3) Employees entitled to paid holiday receive a special 1.5% holiday supplement instead of the 1% holiday supplement under clause 23(2) of the Holiday Act. The supplement is calculated as set out in clause 26 of the Holiday Act.

Subclause (4) In addition to holidays accrued under section 7 of the Holiday Act, a right to special floating holidays is accrued with the individual companies.

Subclause (5) All employees earn 1.5 floating holidays for every three full months of continuous employment with the company, or a total of six floating holidays annually. Floating holidays accrue during the entire period in which the employee is on leave under the Maternity/Paternity Leave Act.

Subclause (6) Floating holidays may be taken from the time they have been earned and be placed subject to agreement between the employer and the individual employee. The employee's requests should be met unless considerations for the operation of the company prevent this. Subject to giving notice thereof before 1 February in a calendar year, the employee is entitled to take one of the floating holidays either on 1 May or 5 June (Constitution Day).

Subclause (7) The employee receives his or her normal salary for floating holidays.

Subclause (8) Any untaken floating holidays at the end of the calendar year are converted into payment of an amount corresponding to the salary the employee would have received if he or she had taken the floating holidays. Subject to agreement, floating holidays may be transferred to the next year.

Subclause (9) On termination of employment, any floating holidays accrued but not taken will be paid in an amount corresponding proportionally to the accrued entitlement.

Clause 10 a Holiday entitlement for new graduates (lapses on 1 September 2020)

Subclause (1) Employees who obtain their first employment after completion of their studies and, at the time of employment, have no accrued holiday entitlement as graduates to be taken during the holiday year are entitled to holiday with full pay according to the following guidelines:

- (a) New graduates commencing employment in the period from 1 January to 30 April are entitled to a total of one week's paid holiday to be taken in the current holiday year and two weeks' paid holiday to be taken in the next holiday year.
- (b) New graduates commencing employment in the period from 1 May to 31 August are entitled to two weeks' paid holiday to be taken in the current holiday year.
- (c) New graduates commencing employment in the period from 1 September to 31 December are entitled to one week's paid holiday to be taken in the current holiday year.

Subclause (2) A prerequisite for being entitled to paid holiday according to subclause (1) is that the term of employment is more than three months. Fixed-term employment of three months or less is not considered to be "first employment", see subclause (1).

Subclause (3) For other temporary employment of more than three months' duration within the area of the collective agreement, any unused holiday entitlement will be retained in the event of new employment relationship within the area of the collective agreement. The date of commencement of the new employment determines how many weeks of paid holiday the employee is entitled to, see subclause (1).

It is a prerequisite that the employee has not already used the holiday entitlement under subclause (1) in his or her previous employment. If that is the case, the holiday entitlement will lapse by the extent to which the entitlement has been used. The employer may request the employee to sign a solemn declaration in that regard as a prerequisite for granting paid holiday in accordance with subclause (1).

Subclause (4) To the extent holiday benefits have been earned during unemployment, the employee is entitled to a supplement up to full pay during the periods specified above against documentation from the unemployment insurance fund.

Subclause (5) The placing of the holidays, see subclause (1), must be agreed between the employee and the employer and with due regard for the day-to-day operations. However, the employer has the right to request the holiday to be taken at one month's notice.

Subclause (6) Any transfer of entitlement to paid holiday not used during the current holiday year to the next holiday year is subject to agreement.

Subclause (7) Unused holidays under clause 10a are not paid on termination of employment.

Subclause (8) The parties to the collective agreement are obliged to promptly renegotiate this provision when the new Holiday Act has been adopted. If agreement cannot be reached, the provision will lapse on or before the date of entry into force of the new Holiday Act.

Clause 11 Time off

Subclause (1) Christmas Eve (24 December) and New Year's Eve (31 December) are days off with pay.

Subclause (2) The company and the employee may make an agreement on leave without pay.

Clause 11 a Senior employee scheme

Subclause (1) The employee may enter into a senior employee scheme as from five years before the state pension age applicable to the employee from time to time.

If the employee wishes to take senior leave days, he or she can do so by conversion of the current pension contributions if and to the extent the pension scheme so allows.

Alternatively, instead of senior leave days, the employee and the company may agree on reduction of working hours, for example in the form of extended continuous work-free periods, a fixed reduction of weekly working hours or other form of reduction.

Current pension contributions mean the employer's contribution as well as the employee's own contribution. As a maximum, the conversion may include such proportion of the pension contribution as will ensure that the insurance scheme and the administration costs are still covered.

The conversion does not change the existing assessment basis of the collective agreement and is thus cost-neutral to the company.

The provision enters into force on 1 March 2017; however, the employee may take senior leave days in the holiday year 2017-2018 at the earliest.

Clause 12 Employee development and continuing education

Employees are entitled to an annual performance review. In this context, an individual competence development plan must be agreed in writing. The performance review may be conducted concurrently with the annual salary negotiation and must be conducted between the employee and his or her immediate superior or the responsible partner.

Clause 12a Continuing education

Subclause (1) The employer must allocate an annual amount for continuing education per full-time employee covered by the collective agreement. The amount is to be reduced proportionally for part-time employees.

Funds for continuing education must be allocated during the full period in which the employee is on leave under the Maternity/Paternity Leave Act.

As at 1 March 2017, the total amount to be allocated for continuing education is DKK 22,000 per full-time employee.

The amount is allocated with one twelfth at the end of each month and is administered by the employer.

The amount must cover expenses incurred in respect of continuing education for study trips, courses, transport, etc. (excluding VAT), the employees' salary, hourly pay (monthly salary divided by 160) as well as pension contributions in accordance with this collective agreement.

In connection with continuing education, the employee is entitled to use accrued hours in his or her account for extra hours, see clause 5(4), but cannot be ordered to do so.

The content of continuing education activities must be relevant to the company's current and potential fields of work and/or be considered an upgrade of the employee's professional qualifications for which the tax authorities grant the company tax deduction and the employee tax exemption.

Expenses for compulsory training of health and safety representatives must be paid by the company separately from the continuing education funds.

The parties agree that, effective **as from 1 June 2020**, the health and safety representative may be given the necessary time off to participate in relevant health and safety training offered by the unions, subject to agreement with the employer.

The right to participate in the unions' health and safety training will not affect any rights or obligations associated with statutory health and safety training.

The parties agree that participation in the unions' voluntary health and safety training will not result in payment under section 10(1) of the Working Environment Act.

Subclause (2) The employer must allocate DKK 4,750 of the total continuing education amount to an account which may be divided unevenly between the employees. Unused funds are carried forward to the next year. Only employees covered by the collective agreements for architects may contribute to the account and use funds from the account.

Accounts will be set up for each of the individual educational groups in the company. Joint accounts may be set up if appropriate and if the local educational groups at the individual company agree. The funds in this joint account may be used for purposes such as full or partial coverage of joint activities or co-financing in connection with continuing education activities where an individual employee does not have sufficient individual funds.

DKK 17,250 of the total amount for continuing education is for individual use, see subclause (1). If individual continuing education funds are not used in the year in which they were earned or in the next two calendar years, they will be transferred to an account unless the employee and the employer enter into an individual agreement for specific, longer-lasting continuing education activities. The deadline for using individual continuing education funds is extended by the period in which the employee is absent in connection with leave in accordance with the Maternity/Paternity Leave Act.

If the employer postpones an approved continuing education activity under this agreement, a written agreement must be entered into regarding rescheduling of the activity. If this implies that the deadline is not met, the individual right will not be forfeited.

Subclause (3) Both the employee and the employer are obliged to contribute to the employee's regular continuing education and use of the funds allocated for that purpose for each employee. The guidelines for continuing education and the employee's and the company's needs for continuing education are to be discussed between the employer and the employees.

In companies in which a trade union representative is appointed in accordance with the applicable trade union representative agreement, such trade union representative participates as the employees' representative in the discussions.

Subclause (4) The employer and the individual employee may agree in writing to use continuing education funds in advance. On termination of employment, however, an employee cannot be required to pay any negative balance, but such balance may be covered by funds in the account.

Subclause (5) The employer must keep accounts of both accounts and individual education funds. Once a year, in January, the company must make the updated continuing education accounts for the preceding calendar year available to the company's employees. Employees are entitled to be informed of the amount of their individual funds on a regular basis.

If notice of termination is given, the employer must prepare a statement of any of outstanding, individual funds within 14 days. On expiry of temporary employment, the employer must provide the relevant employee with a statement of any outstanding, individual funds not later than 14 days of the effective date of termination.

Subclause (6) On termination of employment, any unused individual continuing education funds must be used for a completed continuing education purpose within 12 months of the effective date of termination. Expenses for continuing education in this context must be settled within 13 months of the effective date of termination. Any remaining amount will be transferred to the account.

A condition for use of the funds is that the continuing education takes place during employment with private firms of consulting architects which are members of DIO II or during a subsequent period of unemployment.

If a former employee participates in continuing education and loses his/her entitlement to unemployment benefits, compensation in an amount corresponding to the lost benefits may be paid. No pension or holiday entitlement will be calculated on the basis of such compensation.

If an employee leaves a member company, the continuing education funds cannot be transferred to a company which is not a private firm of consulting architects and a member of DIO II.

Saved funds which are lost in the form of entitlement to continuing education on employment with companies which are not private firms of consulting architects and members of DIO II are paid as salary in an amount corresponding to up to two years of saved individual funds. No holiday or pension entitlement will be calculated on the basis of such salary payment. Any remaining amount will be transferred to the account.

The same applies if the employee sets up his or her own business as a principal occupation.

In the event of a dispute regarding continuing education funds, the deadline for using the funds is extended until the matter has been resolved.

Subclause (7) If, during the term of this collective agreement, a statutory duty is imposed on the employer to contribute to continuing education activities or the like for employees covered by the collective agreement, the employer is entitled to offset the expenses therefor in the amount allocated to the account.

Clause 13 Reimbursement of moving and travel expenses

Subclause (1) If an employee is relocated to another place of work and needs to move his or her household and household effects accordingly, the employee must be granted an allowance. In the event of domestic relocation, the allowance must be granted in accordance with the current rules and rates applying to architects in government service.

In the event of international relocation, the allowance must be granted subject to agreement between the employer and the employee.

Clause 14 Mileage allowance and travel time compensation

Subclause (1) Job-related mileage for which it is agreed that the employee uses his or her own car is compensated with a tax-free mileage allowance at the rates applicable from time to time as determined by the National Tax Board.

Subclause (2) In the case of domestic travel, a travel time allowance may be agreed instead of travel time compensation. If a travel time allowance is agreed, the employer must still pay other travel costs such as transport, meals, accommodation, etc.

Subclause (3) In relation to travels abroad, a travel allowance may be agreed instead of travel time compensation and work outside normal working hours during the whole trip. If a travel time allowance is agreed, the employer must still pay other travel costs such as transport, meals, accommodation, etc.

Subclause (4) Agreements made in accordance with subclauses (2) and (3) may be entered into between the company and the trade union representative on behalf of the employees, or between the employer and the individual employee.

The agreement may be entered into for each trip or as a general agreement. If a general agreement is entered into, it may be terminated by either party at three months' notice.

Subclause (5) If no separate agreement is made in accordance with subclauses (2) or (3), travel time outside normal working hours is compensated at the normal hourly rate for up to seven hours per day.

Clause 15 Unionisation

Subclause (1) Employees are guaranteed the right to safeguard their terms of pay and employment and freely conduct negotiations through trade union representatives. The right of the employees to form clubs and elect a trade union representative is acknowledged. It is recommended that FAOD and JA be granted access to arranging union meetings without pay commencing after the end of working hours.

Clause 16 Disputes

Subclause (1) FAOD and DIO II must seek to resolve any disputes between them regarding the interpretation of this collective agreement, or any breach hereof, in accordance with the rules of the General Agreement between FAOD and DIO II.

JA and DIO II must seek to resolve any disputes between them in accordance with the provisions of the accession agreement to the General Agreement between DIO II and FAOD.

Clause 17 Derogations from the collective agreement

Subclause (1) None of the employees' existing salary or employment conditions, agreements, practices, etc. may be impaired by this collective agreement.

Subclause (2) The parties agree that, in special situations, it would be appropriate to make an exemption from the collective agreement at the individual companies. Exemption may be granted with due consideration to special ownership of the company and is subject to agreement between FAOD, JA and DIO II.

Clause 18 Accession agreements/special collective agreements with private firms of consulting architects which are not members of DIO II

Subclause (1) When FAOD or JA enters into accession agreements/special collective agreements with private firms of consulting architects satisfying DIO II's current criteria for ordinary membership, such agreements may not include terms which are more lenient on the employer than those agreed at any time in this collective agreement in the following areas:

- (a) pay and pension;
- (b) weekly working hours;
- (c) overtime payment for hours beyond the fixed weekly working hours;
- (d) overall time off for floating holidays and other time off;
- (e) annual continuing architectural education per employee.

Subclause (2) FAOD and JA undertake to notify DIO II by submitting a copy of any special collective agreement or accession agreement not later than 14 days after it was signed. If DIO II finds that the special collective agreement or accession agreement is more lenient on the employer as regards the terms listed in items (a)-(e) above, or as regards the overall hourly payroll, DIO II may submit a written objection to FAOD or JA, as the case may be, within one month of receiving notification.

A special collective agreement or accession agreement entered into by FAOD or JA cannot take effect before expiry of the objection period.

If DIO II objects, the parties must organise a mediation meeting within 14 days. If agreement cannot be reached, FAOD or JA, as the case may be, may refer the case for industrial arbitration to determine whether DIO II's objection is justified; or FAOD or JA, respectively, may seek to renegotiate the special collective agreement whereupon a new notification and objection period begins.

If an objection is filed, the special collective agreement or accession agreement cannot take effect before the arbitration tribunal has ruled that the objection was unjustified, or a new objection period for the renegotiated special collective agreement or accession agreement

has expired. The arbitration tribunal's ruling that an objection is justified does not entail a fine.

It is the duty of FAOD and JA, as the case may be, to introduce a clause in their special collective agreements stipulating that, if the employer joins DIO II, the special collective agreement or accession agreement will be annulled and this collective agreement will take effect as from the date when the employer joins DIO II.

Clause 19 Term of the collective agreement

Subclause (1) This collective agreement enters into force on 1 March 2020 and remains in force until terminated by DIO II or FAOD at three months' notice to 1 March of any year, however not earlier than 1 March 2023.

Copenhagen, 28 February 2020

For DI Overenskomst II represented by/DI
Signature: Louise Siggaard Jensen

For FAOD – the Union of Architects and Designers
Signature: Arne Ennegaard Jørgensen

For JA
Signature: John Ibsen

Trade union representative agreement between DIO II, FAOD and JA

Clause 0 The parties acknowledge that health and safety representatives and trade union representatives perform significant duties at the companies.

Clause 1 Election of trade union representative

Subclause (1) At companies with a minimum of five employees who are all members of the same trade union (either FAOD or JA), these employees may decide to let a trade union representative who is employed with the company and is a member of the relevant union represent them in dealings with the employer.

Subclause (2) The trade union representative is elected by the employees of the company who are members of the relevant union. Only permanent employees who are not under notice and have at least six months' continuous employment are eligible. The election must be approved by FAOD or JA, as the case may be, and the union must notify the employer and DIO II of the elected trade union representative. The employer may object to the election within eight days of receiving notification.

Subclause (3) Trade union representatives are usually elected for terms of two years. In the event of re-election, the employer and DIO II must be notified anew.

Subclause (4) According to the same rules, in geographically divided companies, a trade union representative may be elected for each division.

Clause 2 Joint trade union representatives

Subclause (1) At companies with at least five members of FAOD, JA, KF and TL, one joint trade union representative may be elected. In companies with at least 30 members of FAOD, JA, KF and TL, two joint trade union representatives may be elected.

Subclause (2) Trade union representatives cannot be elected in accordance with both clause 1 and clause 2 at the same company.

Subclause (3) Joint trade union representatives are elected by the members of FAOD, JA, KF and TL employed with the company. Only permanent employees who are not under notice and have at least six months' continuous employment are eligible. The election must be approved by FAOD, JA, KF and TL, as the case may be, and the trade union of the person elected must notify the employer and DIO II of the joint trade union representative. The employer may object to the election within eight days of receiving notification.

Subclause (4) In the event of termination of or amendment to one or several of DIO II's trade union representative agreements or similar collective agreement provisions on trade union representatives agreed with FAOD, JA, KF and TL, clause 2 will lapse and, as a consequence, so will all elections of joint trade union representatives from and including the date of termination without further notice unless the relevant amendments

are of a linguistic or grammatical nature with no substantive consequences.

Subclause (5) Generally, all provisions of this agreement apply to the election and duties of joint trade union representatives, except for clause 1(1) and (2).

Clause 3 Duties and rights of trade union representatives

Subclause (1) It is the duty of both the trade union representative and the employer to encourage a good and peaceful working climate at the company.

Through their trade union representative, employees who are members of FAOD or JA are entitled to request negotiation with the employer and present proposals, recommendations and complaints about working conditions, organisation, continuing education and matters relating to pay and employment conditions.

Subclause (2) If the employer intends to make changes in relation to such matters or carry out dismissals or employ staff, the trade union representative must be informed beforehand and be given the opportunity to comment thereon.

Subclause (3) The trade union representative is entitled to the necessary time off with pay to undertake his or her duties, including in particular implementation and negotiation of a new pay structure. When, within the normal working hours of the company, the trade union representative participates in meetings and negotiations concerning relations between the company and the employees represented by the trade union representative, he or she must be paid by the employer without loss of income. In the event the trade union representative's work, as requested by the employer, takes place outside normal working hours, such work will be considered extra work or overtime, see clause 5(2) or (6) of the collective agreement.

Subclause (4) The trade union representative receives a monthly function allowance of between DKK 1,500 and DKK 2,500 taking into account the scope of the work, the size of the company and the number of trade union representatives. Attention is brought to the fact that the function of health and safety representative may form the basis for negotiation of a function allowance. Such allowance must be described in the company's pay policy.

Subclause (5) All trade union representatives are entitled to three days off with pay every year to attend courses etc. for trade union representatives. Newly elected trade union representatives are entitled to four days off with pay in the first year of their term. In addition, with due regard for the interests of the company, trade union representatives are given time off without pay for attendance in courses etc. for trade union representatives.

Clause 4 Dismissal of a trade union representative

Subclause (1) Dismissal of a trade union representative must be justified by compelling reasons.

Subclause (2) If an employer intends to dismiss or relocate a trade union representative, such decision must be negotiated with the trade union representative's union not later than eight days before notice is given.

Subclause (3) Following negotiation under subclause (2), the parties may request that the matter of dismissal or relocation is handled in accordance with the guidelines set out in subclause (5). If a dismissal is found to be unfounded, the employer must withdraw the dismissal.

Subclause (4) If, however, the arbitration tribunal finds that the employer has substantiated that the employment relationship cannot continue, the employer is obliged to pay compensation, the amount of which depends on the circumstances of the matter and must be fixed by the arbitration tribunal.

Subclause (5) An employee who ceases to be a trade union representative after having performed such function for at least one year and is still employed with the company is entitled to six weeks' notice of termination in addition to his or her individual notice if the employee is given notice within one year of the date when he or she ceased to be a trade union representative.

This provision applies only to trade union representatives who no longer perform such function.

In applying such extended notice, the parties agree to derogate from section 2 of the Salaried Employees Act, which stipulates that the employment relationship of a salaried employee must be terminated to expire on the last day of a month.

Clause 5 Guidelines

Subclause (1) Either party may request that any dispute concerning this agreement is resolved at a mediation meeting to be held not later than one week after the meeting was requested. If the dispute is not resolved at such meeting, either party may refer the case for final resolution by an arbitration tribunal to consist of four arbitrators, two of whom are elected by DIO II and two by FAOD and JA jointly, and a chairman elected by the arbitrators. If no agreement is reached on the choice of chairman, the president of the Labour Court will be requested to appoint one.

Clause 6 Term of the trade union representative agreement

Subclause (1) This agreement replaces the joint trade union representative agreement of 1 April 1993.

Subclause (2) The agreement is a legally integrated part of this collective agreement.

Subclause (3) The agreement was last revised on 1 March 2017.

Agreement on transfer of holidays

This agreement concerns the transfer of holiday pursuant the Holiday Act, see clause 10(1) of the collective agreement. Floating holidays and an option to transfer such holidays are described in clause 10(4) and (7) of the collective agreement.

- Clause 1** The company and the employee may agree that any accrued but untaken holidays in excess of 20 days may be transferred to the next holiday period. However, no more than ten holidays may be transferred from one holiday period to the next.
- Clause 2** Such agreement must be made in writing prior to 31 December (until 1 January 2021: prior to 30 September after expiry of the holiday year). It is recommended to use the form prepared jointly by the organisations.
- Clause 3** Transfer of holidays may only be agreed for employees who are entitled to paid holiday.
- Clause 4** If the company and the employee do not agree on when to place holidays transferred, the placing of the holidays is subject to one month's notice.
- Clause 5** Holidays transferred cannot be taken during a notice period unless otherwise agreed after notice of termination was given.
- Clause 6** If an employee who has transferred holidays leaves the company before all holidays have been taken, he or she must, in connection with the termination of employment, receive holiday allowance for any holidays in excess of 25 holidays together with the final salary payment.
- Clause 7** Holidays transferred must be taken before other holidays.
- Clause 8** Holiday supplement, paid to employees who are entitled to paid holiday, may be paid before the beginning of the holiday. In that case, on termination of employment, any holiday supplement paid in respect of untaken holidays will be offset against the holiday allowance.
- Clause 9** Any dispute concerning transfer of holidays must be dealt with in accordance with the provisions of the General Agreement to the extent the Holiday Act has been derogated from.
- Clause 10** This agreement forms part of the collective agreement between FAOD, JA and DIO II.

Appendix 1 Reference scale 2011

Reference scale 2011 – Gross salary scale

The scale concerns employees covered by items (a)-(e) of clause 1(1). The amounts include the employee's own pension contribution, but exclude the employer's pension contribution, under the collective agreement.

<u>Scale</u>	<u>1 April 2012</u>
1	30,598
2	32,065
3	33,368
4	34,342
5	35,481
6	36,784
7	37,927
8	38,900
9	40,042
10	41,181
11	42,320
12	43,295
13	44,110

Protocol on data protection

The Confederation of Danish Industry (DI), the Union of Architects and Designers (JA), the Danish Association of Architectural Technologists and Construction Managers (KF) and the Danish Association of Professional Technicians (TL) agree that provisions of collective agreements and any related case processing must be interpreted and treated in accordance with the General Data Protection Regulation (the GDPR) (EU 2016/679), which came into force in Denmark at 25 May 2018.

DI, JA, KF and TL agree that, in the implementation of the GDPR, it must be ensured that the current practice of collecting, storing, processing and disclosing personal data in accordance with labour and employment law obligations may continue.

Copenhagen, 28 February 2020

Protocol on newly joined member companies

Newly joined member companies are required to pay special savings under clause 3a of the collective agreement from the date of commencement of their membership.

However, the companies may offset the special savings applicable at the date of commencement of their membership under clause 3a against the employee's salary under clause 3.

The employee's salary may, however, never be reduced to a level below the pay band in which the employee is placed, see clause 3.

Any optional pay account or any similar scheme existing at the date of commencement of membership will be discontinued and replaced by the scheme under the collective agreement. Any balance in favour of the employee will be converted into salary.

Copenhagen, 28 February 2020

Protocol on pay bands

The parties to the collective agreement agree that, on transition from four to three pay bands, companies should focus on not exploiting a situation in which employees may have the date of their move to the next pay band postponed. Companies are thus urged to respect the intentions behind the collective agreement's minimum pay system. An assessment of competence and qualifications must be included in the annual salary negotiation with the employee.

Copenhagen, 2 March 2017

Protocol on cooperation project

The parties agree to discuss, during the term of the collective agreement, how a revision of the agreement's provisions may contribute to strengthening the collaborative and bargaining culture in the companies.

Copenhagen, 2 March 2017

Protocol on pension project

The parties agree to review, during the term of the collective agreement, the pension provisions of the collective agreements.

The purpose of the review is among other things to evaluate the schemes under clause 4(2), including their content, the associated insurance services provided and costs relative to the labour market pension schemes agreed under clause 4(1)

In addition, an editorial review will be carried out, and the respect provisions will be discussed with a view to potential amendment.

Copenhagen, 2 March 2017

Protocol on designers with a master's degree (cand.design/MA Design)

The parties agree that designers with a master's degree are fully covered by clause 3 of the collective agreement, and the special agreement on minimum pay for this trade group is therefore cancelled. Employees with a master's degree in design (cand.design/MA Design) employed in this field must be fully integrated on or before 1 March 2019.

Copenhagen, 2 March 2017

Protocol on common guidance notes

The parties agree to review and possibly revise, during the collective agreement period, the following common guidance notes (the Danish Association of Architectural Firms and the unions) with a view to continuing these under the auspices of DI:

1. Advice on salary negotiations (*Gode råd om lønforhandling*)
2. Guidance on pay policy (*Vejledning til lønpolitik*)
3. Template for pay policy (*Skabelon til lønpolitik*)

Copenhagen, 2 March 2017

Protocol on existing protocols

The parties agree to continue and review the following protocols during the term of the collective agreement with a view to potential updating:

Protocol on joint consultative committees

Protocol on the preparation of a senior employees policy

Agreement on the development of a new pay structure

Protocol on pay guarantees

Protocol on pay policy* *Incorporated in clause 3 in connection with OK2020.*

Protocol on the duty to immediately renegotiate on the coming into force of the “+2” programme.

Copenhagen, 2 March 2017

Protocol on choice of collective agreement

In the event that an employee of a private firm of consulting architects which is a member of DIO II is covered by the scope of several different collective agreements between one or several of the trade unions and DIO II, the parties agree to apply the collective agreement applicable to the architectural industry.

Copenhagen, 9 March 2015

Protocol on joint consultative committees

In order to promote local cooperation and efforts to promote a good working environment, the parties have chosen to enhance the opportunities for establishing joint consultative committees at the companies.

Companies employing technicians

If the company employs technicians covered by the Collective Agreement for TL Design Engineers and Technicians in the Architectural Industry, the cooperation agreement between the Danish Employers' Confederation (DA) and the Danish Confederation of Trade Unions (LO) is directly applicable.

Accordingly, companies employing 35 persons or more within the same geographical unit must set up a joint consultative committee if proposed by either the employer or a majority of the employees.

Companies not employing technicians

For companies not automatically subject to the cooperation agreement between DA and LO, the parties agree to apply that agreement subject to any necessary adjustments.

Accordingly, Act no. 303 of 2 May 2005 on informing and consulting employees does not apply, see section 3 of the Act.

Copenhagen, 9 March 2015

Protocol on the duty to immediately renegotiate on the coming into force of the “+2” programme

In connection with the 2011 collective bargaining (OK 2011), the Danish Association of Architectural Firms and the Danish Union of Salaried Architects agreed to initiate negotiations on adjustment of the collective agreement if, during the term of the collective agreement, a special in-service training course for architects (+2) were to be completed and initiated. As a minimum, the negotiations are to include the following items:

1. salary
2. continuing education funds
3. working hours and hours spent on courses

The purpose of the negotiations on such adjustment is to balance the distribution of costs of such programme taking into consideration the skills upgrade which will benefit the employee's professional career as well as improved quality in the execution of projects which will benefit the employer.

Protocol on the preparation of a senior employees' policy

As part of the collective agreement of 1 April 2011, the parties agree to prepare, during the next term of collective agreement, an outline for a senior employees policy for use at the individual member companies.

The intention is to introduce members and member companies to a senior policy ideas catalogue enabling the individual workplace to enter into flexible and individually adjusted senior employee agreements between individual employees and management. The content and form of the outline is to be agreed in the course of the period.

Agreement on the development of a new pay structure

The Danish Association of Architectural Firms, the Danish Union of Salaried Architects, the Danish Association of Architectural Technologists and Construction Managers (KF) and the Danish Association of Professional Technicians (TL) agree that the provisions regarding a “trial scheme” set out in the 2011 collective bargaining protocol (OK-2011) should be understood as described in this agreement.

The parties agree that, to a higher degree than previously, salary formation in architectural firms is to be subject to negotiation between employees and management at the companies. For this reason, a restructuring of the pay structure of the members of the Danish Association of Architectural Firms is scheduled to commence in the fourth quarter of 2012.

The companies will transition to a new pay structure in the period between 1 October and 31 December 2012. The relevant conditions are set out in special agreements under the collective agreement.

As part of the new pay structure, the pay grades determined according to length of service (in the 2011 scales) will be replaced by pay grades for the initial years of employment and wider “pay bands” covering several points of the pay grades determined by length of service. The starting salary only reflects the performance of a newly graduated employee without any experience. According to the new pay bands, employees whose length of service corresponding to the individual bands are to receive a salary which is higher than or equal to the lowest level of the band. The minimum salary of the pay band solely reflects the skills achieved due to the years of experience the employee has obtained through employment in his or her profession, but not the employee’s additional qualifications and responsibility. Over time, the introduction of the new pay structure will create an increasing scope for negotiation and an opportunity to build bargaining experience for management and employees.

The intention is that the scope of negotiation and the responsibility to negotiate individual pay are to increase gradually as bargaining experience is gained. The expectation is that this is achieved by phasing out further pay bands from the top at the next collective agreement renewals so that, in 2018, only the lowest guaranteed pay will remain.

A prerequisite for phasing out the pay bands from term to term is that the parties jointly evaluate the development of the new pay structure.

Prior to the collective bargaining in 2015, a survey of the satisfaction with the new pay structure must be carried out following the 2014 reporting to the wage statistics. The survey must take a quantitative as well as a qualitative approach. The conclusions of the survey will be included in the overall evaluation of whether further development of the pay structure is viable, both overall and for the individual trade group.

The parties agree to include the following elements in the above-mentioned evaluation:

- whether employers observe their duty to report to the wage statistics;
- whether the number of “cases” at organisational level regarding implementation of the new pay structure at the companies (compliance with pay guarantees, provisions about pay policies and pay negotiations, etc.) is at an acceptable level.

If it is found that these preconditions are not met in all material respects, the consequence is that the parties must discuss how to adjust and improve, and thereby ensure the continued development of, the pay structure.

The parties agree that a prerequisite for further phasing out the pay bands is that this is agreed at the next collective bargaining rounds. It is the explicit intention of the parties that evaluation of the pay structure must be carried out in an objective and progress-oriented manner in order to create an optimum basis for the collective bargaining.

Protocol on pay guarantees

Transition to the new pay structure

In connection with the transition to the new pay structure, companies must meet the following conditions:

- (a) prepare a pay policy in accordance with the rules of the collective agreement;
- (b) issue individual pay guarantees;
- (c) issue a guarantee for the overall payroll of the company.

Individual pay guarantee

Employees who are covered by collective agreement and employed at the time when the company transitions to the new pay structure are protected by an individual pay guarantee.

The pay guarantee implies that the salary cannot be lower than the salary which the employee received based on his or her length of service at the time of transition according to the 2011 scale. Any length of service added as per individual agreement is not included.

The individual pay guarantee applies to continued employment with the employer with which the employee was employed on transition to the new pay structure.

If the employee leaves the company but is re-employed within six months with the same company, the employee will again be covered by the individual pay guarantee.

Payroll audit

The parties agree that it is not the intention that the payroll – whether generally or at the individual company – should decrease on the introduction of the new pay structure, all other things being equal.

In that context, the parties agree that developments in a company's payroll may be audited.

The sum of the employer's current monthly salaries to employees covered by collective agreement must exceed or be equal to the sum of the theoretical monthly payments which the same employees would have received in accordance with the 2011 scales (adjusted for own pension payment).

The calculation applies to all employees covered by collective agreement, as a group. The calculation does not include the company's owners (partners).

Calculations made in connection with audits may be adjusted for any individually agreed working hours (part-time employment, plus hours or effective weekly working hours of 37 hours). Salary components not paid on a monthly basis may be taken into account.

The payroll guarantee must be fulfilled at all times.

Payroll audit to be implemented in connection with a pay dispute:

In connection with a specific pay dispute, the unions may request an audit of the company if it is rendered probable that doubts may be raised about fulfilment of the guarantee.

The employer must present information enabling an audit of whether the payroll guarantee is fulfilled in a given month.

The employer must present documentation to DI not later than four weeks after the complaining union submitted a request to this effect. DI must present a test calculation and reasonable documentation to the complaining union not later than six weeks after the request for payroll data was submitted.

If it turns out that the guarantee has not been met in a given month, the company must provide documentation of its fulfilment of the guarantee during the term of the collective agreement, on a month-by-month basis.

Not later than two months after a breach of the payroll guarantee has been established, the company must present documentation to DI and the complaining union showing that the payroll guarantee has been fulfilled and that any subsequent adjustment has been effected.

In general, issues about fulfilment of the payroll guarantee should be handled in accordance with the rules of the General Agreement.

Protocol on transition from the collective agreement between PLR and JA to the collective agreement between the Danish Union of Salaried Architects and the Danish Association of Architectural Firms

The Danish Union of Salaried Architects and the Danish Association of Architectural Firms agree that, as of 1 April 2012, the collective agreement between the parties will be a joint collective agreement for the Union of Salaried Architects, Academic Agronomists (JA) and the Association of Architectural Firms in accordance with the negotiation/cooperation agreement between JA and the Danish Union of Salaried Architects (agreed to be acceded by the Danish Association of Architectural Firms). Main content:

- With regard to notice of disputes, strike or lockout, JA will be covered by any disputes between the Danish Union of Salaried Architects and the Danish Association of Architectural Firms.
- The weighting of votes will be agreed based on the number of members within the area of the Danish Association of Architectural Firms.
- Any amendments to the negotiation/cooperation agreement is subject to the approval of the Danish Association of Architectural Firms.
- It is a prerequisite that the parties present joint demands with no possibility for special demands.

Negotiations on adjustments have been conducted and are awaiting final signatures.

**2020
2023**

The Collective Agreement for Architects

808004-20 UK

DI – Confedation of Danish Industry

H. C. Andersens Boulevard 18
1553 København V
Tlf. 3377 3377
di.dk

FAOD

Peter Bangs Vej 30
2000 Frederiksberg
faod.dk

JA

Peter Bangs Vej 30
2000 Frederiksberg
ja.dk