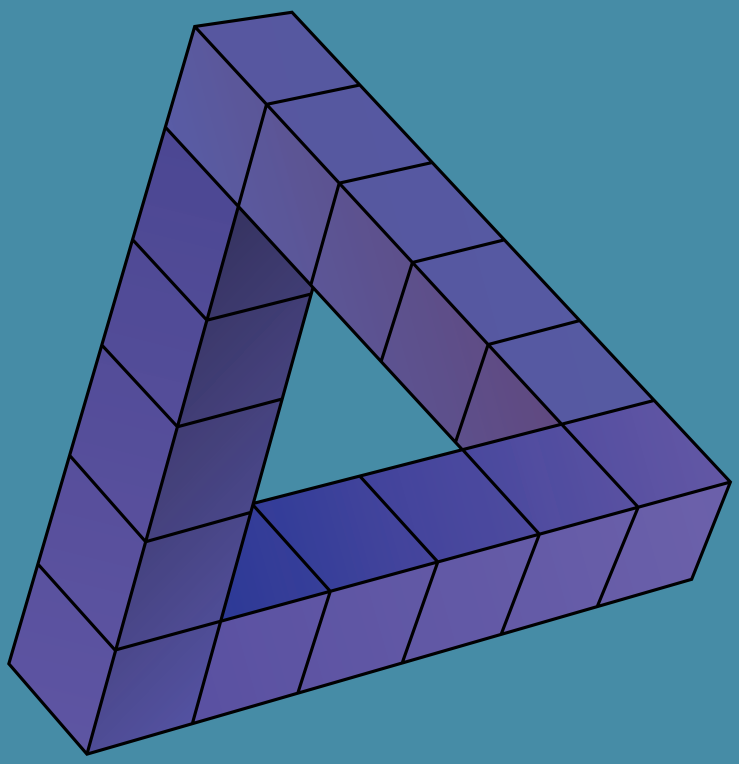
2017 – 2020



COLLECTIVE AGREEMENT

FOR SALARIED EMPLOYEES IN INDUSTRY

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Contents

Collective Agreement for Salaried Employees in Industry

As long as this Agreement is in force, none of the undersigned organisations or their members shall be entitled, individually or several of them jointly, to attempt by any means whatsoever, openly or secretly, to counteract the provisions of the Agreement or enforce any change therein.

The parties agree that where any future legislation might interfere with the decisions of the parties and any rights arising therefrom, the parties shall make a positive contribution towards restoring the original agreement to the extent it is technically and legally possible.

The organisations agree that respecting the observance of the Collective Agreement - the peace obligation - is a fundamental condition for the preservation of the collective agreement system.

Note
However, the parties agree that the Danish Salaried Employees Act is of a special nature.

This is a translation of The Collective Agreement for Salaried Employees in Industry 2017-2020 (*Industriens Funktionæroverenskomst 2017-2020).* In case of any discrepancy between the Danish and the English version, the regulations in the Danish version shall prevail.

Please note, that the forms have not been translated. With regards to employment contracts, please refer to the websites of the organizations where you will find the English versions.

Clause 1 Scope of Agreement

This Agreement covers:

Subclause (1)

a. Technical employees employed on a salaried basis and mainly engaged to provide such technical/clinical assistance as is typically provided by employees with basic training as a technical engineer or further training as a technical engineer, including training at the architectural technician level. Work by this Agreement is typically performed by employees with training as technical designer; production technologist; building technician; IT-technologist – electronics; plumbing, heating and ventilation contractor; electrical contractor; export technical engineer; architectural technician; process technologist; automation technologist, and design technologist, or employees with similar qualifications. Further training as a technical engineer covers courses for technical engineers that qualify for the labour market and which, in terms of training and employment, are placed in the area between vocational and engineering training.

b. Technical salaried employees holding one of the bachelor's degrees listed in enclosure 2 and, based on this degree, performing work related to the areas described in item a.

Subclause (2)

a. Salaried employees primarily engaged in commercial and office work typically carried out by employees with commercial and clerical training (vocational education and training/EUD or short-cycle higher educational courses/KVU); and salaried employees who, as their speciality, are engaged in IT work typically carried out by employees with IT training such as information technologist; informatics assistant; computer assistant; holder of a diploma in computer science, or employees with similar qualifications.

b. Salaried employees who are trained as medical laboratory assistants (vocational education and training/EUD or short-cycle higher educational courses/KVU), or who carry out work requiring the same qualifications. Trained environmental technicians; laboratory technicians, and other laboratory workers engaged in challenging chemical, biological or physical laboratory work, or who have special responsibilities.

c. Salaried employees holding one of the bachelor's degrees mentioned in enclosure 3 and, with this education as a requirement, carry out work in relation to the coverage areas described in items a or b.

Subclause (3)

In addition to salaried employees, this Agreement also covers employees whose work is of the nature described above, but who are employed for less than eight hours per week on average.

Further, this Agreement comprises work activities, which, due to the nature of the work, are not covered by the Danish Salaried Employees Act, e.g. work as an office messenger or as a boy/girl messenger.

Temporary workers, who are sent by temporary employment agencies covered by the Agreement to user enterprises to perform duties comprised by the Agreement's professional coverage area, are covered by the Agreement through the temporary employment agency.

Wherever the term salaried employee is used in this Agreement, the provision shall also apply to employees described in this subclause. However, this does not apply to clause 15 (1).

Special rules for the commercial and clerical field as well as the laboratory field - the 50 per cent rule (clause 1(2) and (3)).

However, this Agreement shall only apply to the employees mentioned under items of clause 1 (2) and clause 1 (3) if the Agreement has become effective for these groups at the enterprise.

Reference is made to Appendix 1 concerning the 50 per cent rule.

Joint note regarding bachelor degrees in technical, commercial and clerical, and laboratory work (clause 1 (1), item b and clause 1 (2), item c):

It is a prerequisite that the salaried employee does not perform work that typically requires a qualification level corresponding to long-cycle higher education, or work as described in the Agreement's enclosure 1, item 4 b (management etc.)

Some degrees are listed in both enclosure 2 and enclosure 3. In those cases, the salaried employee's speciality and work duties determine whether the salaried employee is comprised by clause 1 (1) item b or clause 1 (2) item c.

Existing employment terms for salaried employees who are covered by the Agreement pursuant to this provision may not be generally reduced.

In terms of pension, the Agreement's clause 8 (6) item g applies.

Subclause (4)

The Agreement also covers salaried employees who are mainly engaged in work that falls within the common educational levels of DIO I and the unions in CO-industri that cover workers employed on a time-rate basis, such as data technicians, as well as salaried employees mainly engaged in work relating to the electrician profession.

Note to Subclause 4
For a salaried employee, who has not been transferred to the Collective Agreement for Salaried Employees in Industry, the Agreement does not become effective until the enterprise or the salaried employee in question so requests.
This note has no consequence for the position of the salaried employees pursuant to the Danish Salaried Employees Act.

The Agreement becomes effective for the salaried employee at two (2) months' notice to the end of a month after presentation of the request. Salaried employees comprised by subclause 4 are not included in the calculation based on the 50 per cent rule.

With regard to the rights that an employee acquires pursuant to the Agreement, the seniority that the employee has acquired earlier under IO will be included if the employee has been employed at the enterprise and covered by IO so far. The employee retains the

terms of notice that applied at the time of transfer until the employee in question obtains at least the same terms of notice pursuant to the Danish Salaried Employees Act.

Pension terms are covered by the Agreement's clause 8 (1).

Note to Clause 1:
Unions under CO-industri may request a meeting in a specific enterprise if there is reasonable suspicion that the enterprise has employees within the coverage area of the Agreement who are erroneously/wrongfully kept out of coverage of the Agreement. The meeting shall take place at the enterprise and is intended to ensure the correct placing of relevant employees pursuant to the collective agreements.

Note regarding names of educations:

In the event of a change in the name of an education mentioned in the Agreement or its enclosure 2 or enclosure 3, the parties shall, in the event of doubt, discuss the specific education in a committee established by the Agreement parties, cf. Protocol on the update of professional titles in the Collective Agreement for Salaried Employees in Industry, clause 1. If it is a simple change in the name of the title or an "old" name, the parties agree that the change shall not affect the coverage of the Agreement.

Clause 2 Newly admitted enterprises

Subclause (1)
Enterprises which at the time of their admission to membership of DIO I (the Confederation of Danish Industries) have a collective agreement covering the area of this Agreement with one or more unions within the CO area shall, without any special notice of termination of such agreement being required, be covered by this Agreement from the date of admission. This applies whether the collective agreement is a special collective agreement, an accession agreement or a local agreement.

Subclause (2)
As soon as practicable after the admission of the enterprise to membership of DIO I, adjustment negotiations shall be entered into with the object of drawing up any local agreements in such a way that the existing terms and conditions of the collective agreement are not changed as a whole.

Subclause (3)
After the expiration of the term of the collective agreement in force so far the local agreements shall be covered by clause 23.

Subclause (4)
Newly admitted members of DIO I who prior to their admission to DIO I have not established a pension scheme for their employees within the scope of this Collective Agreement or who have a pension scheme for those employees with a lower pension contribution shall be entitled to require that the pension contribution be fixed as follows.

No later than from the time of the notification of CO-industri (The Central Organization of Industrial Employees in Denmark) by DIO I about the admission of the enterprise to DIO I shall the employers' contribution or the employee's contribution, respectively, amount to at least 20 per cent of the contributions provided for by this Agreement.

No later than after one year, the contributions shall amount to at least 40 per cent of the contributions provided for by this Agreement.
No later than after two years, the contributions shall amount to at least 60 per cent of the contributions provided for by this Agreement.
No later than after three years, the contributions shall amount to at least 80 per cent of the contributions provided for by this Agreement.
No later than after four years, the contributions shall amount to at least the full contribution provided for by this Agreement.

If pension contributions at the enterprise are higher than 20 per cent of the contributions provided for by this Agreement, contribution rates shall remain unchanged until they are caught up with by the rates of the scheme described above after which they shall follow the same scheme.

However, current employees shall continue with agreed pension contributions at least at the same level as the above scheme. Employees who are engaged after the time of admission are entitled to the same pension contributions as the contributions employees who were engaged before the admission are entitled to at any time.

No later than two months after admission, the scheme shall be recorded between DIO I and CO-industri at the request of DIO I, for instance in connection with any adjustment negotiations.

Subclause (5)
New members of DIO I may require that the contribution to the Optional Pay Account, cf. clause 4 (1) shall be established as follows:

From the date of DI's notification to CO-industri about the enterprise's admission to DIO I, the enterprise must pay 25 per cent of the agreed contribution as stipulated in clause 4 (1).

Within 1 year, the payment must constitute at least 50 per cent of the agreed contribution.

Within 2 years, the payment must constitute at least 75 per cent of the agreed contribution.

Within 3 years the payment must constitute at least the full agreed contribution.

If the agreed contribution is increased within the period, the enterprise's contribution must be increased proportionately so the above-mentioned percentage of the agreed contribution is paid to the employee's Optional Pay Account at any time.

The arrangement must be recorded between DIO I and CO-industri at the request of DIO I, possibly within the context of adjustment negotiations, within two months of admission.

Subclause (6)
Enterprises or organisations which at the time of their admission to membership of DIO I have not entered into any collective agreement or local agreement with any union within the CO area covering (parts of) the area covered by this Agreement shall be covered from the date of admission to membership by this Agreement. As regards the commercial and clerical fields, however, it is a condition that the provisions of Appendix 1 to this Agreement (the 50 per cent rule) are satisfied.

Note
As regards the seniority of the employees in newly admitted enterprises, see clause 15(4).

Clause 3 Pay provision

Subclause (1)
The pay of each employee shall be agreed in each individual case between the employer and the employee.

Subclause (2)
The pay shall reflect the individual employee's efforts, qualifications, training and skill as well as the contents and responsibility of the position.

Subclause (3)
Any evaluation and adjustment of the employee's pay conditions shall be made on an individual basis not less than once a year.

Subclause (4)
An employee covered by this Agreement shall be entitled to demand negotiations with the enterprise if the employee's pay differs from the starting level of comparable groups of employees. If such negotiations do not result in any agreement, the organisation shall be entitled to demand negotiations with DIO I at the enterprise. Any disagreement concerning pay conditions for individuals cannot be referred to industrial arbitration.

Subclause (5)
Reference to industrial arbitration of any disagreement concerning pay conditions may be demanded in cases where there is found to be a general disparity. The term 'general' shall not in all cases imply reference to all employees covered by this Agreement at the enterprise concerned.

Subclause (6)
Other or supplementary pay systems may be established by individual or collective agreement. The parties to this Agreement consider it desirable to use pay systems that can be adapted locally to suit the special conditions of the individual enterprise.

If one of the local parties submits a proposal for such system, local negotiations shall be initiated in this respect.

The local parties may also seek advice and guidance concerning pay systems from the organisations and in "Plusløn", the pay system method guidelines of the organisations. A local pay system shall not be in contravention to this pay provision.

If the parties agree on this, they may request that a representative from CO-industri or DIO I, respectively participate in the preparation of pay systems.

Subclause (7)

A. Apprentices/trainees in vocational training
A written training agreement shall be entered into no later than at the start of training by the apprentice/trainee and the enterprise pursuant to the provisions of The Act on Vocational Education and Training, Chapter 7.

For trainees under The Act on Vocational Education and Training, minimum pay constitutes:

Per month	1.3 2017	1.3 2018	1.3 2019
Year 1	DKK 10,995	DKK 11,140	DKK 11,330
Year 2	DKK 12,140	DKK 12,345	DKK 12,555
Year 3	DKK 13,350	DKK 13,575	DKK 13,805
Year 4	DKK 14,430	DKK 14,675	DKK 14,925

A monthly bonus will be added to the above rates for trainees in the following courses:

Commercial and clerical course based on previous Higher Commercial Examination (HHX)

1 Mar 2017 DKK 985

Technical designer course

1 Mar 2017 DKK 3,395
1 Mar 2018 DKK 3,455
1 Mar 2019 DKK 3,515

The remuneration will be the rate that corresponds to the year the trainee is at, in relation to the structure of the course programme.

Trainees at the technical designer course are transferred from Level 1 to Level 2, 18 months after the start of the course, e.g. after the basic course and one year at the enterprise (including any periods at college).

The trainee stays at Level 2 during the remaining part of the training period.

Adult trainees:
Adult trainees are defined as trainees who were at least 25 years old at the signing of the training agreement.

It is recommended that adult trainees who complete vocational training pursuant to The Act on Vocational Education and Training are paid according to the rules of the Agreement's clause 3(1-4).

Adult trainees who were employed at the enterprise at least 12 months prior to the signing of the agreement shall, however, receive pay pursuant to the rules of the Agreement's clause 3(1-4).
All pay rates are minimum rates pursuant to clause 3(2).

For rules regarding travelling allowance see enclosure 6.

For rules regarding posting see enclosure 7.

B. Business academy courses (trainees)

The traineeship is implemented on the basis of a contract/traineeship agreement and pursuant to current guidelines established by the organisations that cover the area in question.

During the traineeship the following pay rates apply for the parts of the courses that are not covered by the State Educational Grant (SU):

Per month DKK
Technical courses

1 Mar 2017	1 Mar 2018	1 Mar 2019
DKK 15,292	DKK 15,552	DKK 15,816

Commercial courses

1 Mar 2017	1 Mar 2018	1 Mar 2019
DKK 18,457	DKK 18,771	DKK 19,090

This currently applies to the following courses:
Technical courses:
Laboratory technicians

Commercial courses:
AP degree in automobile management *(unofficial translation for biløkonom)*
AP degree in Commerce Management

For all business academy courses, it applies that pay rates are minimum rates pursuant to clause 3(2).

For business academy trainees with prior vocational training, higher payment than the above-mentioned rates shall be agreed, cf. clause 3(2).

C. Basic Vocational Training

Trainees employed pursuant to the EGU Act shall be paid per month

1 Mar 2017	1 Mar 2018	1 Mar 2019
DKK 11,196	DKK 11,386	DKK 11,579

Clause 4 Optional Pay Account

Subclause (1)
The enterprise shall pay into the employee's Optional Pay Account 2.7 per cent of the qualifying pay that is made available for the employee's optional use.

The payment shall be adjusted:
1 March 2018 to 2.4 per cent

1 March 2019 to 4.0 per cent

Subclause (2)
(a) Employees who, as of 1 May, are entitled to days off for holiday purposes must choose or decline by 1 April each year the option of taking one or more days off for holiday purposes in the coming holiday year against setting aside on an ongoing basis a further 0.5 per cent of the qualifying pay per declined day off for holiday purposes. Thus, if all five days off for holiday purposes are declined, a further 2.5 per cent in total is set aside. The number of days off for holiday purposes the employee wants to take shall be taken and paid according to the current rules of clause 18(2).

(b)Newly employed employees, who are entitled to days off for holiday purposes after nine months of employment, may choose whether they want to take one or more of the five days off for holiday purposes according to the current rules. The number of days off for holiday purposes they do not want to take shall be paid into the Optional Pay Account at the amount per day off for holiday purposes not taken in item (e) of clause 18(2). For subsequent holiday years employees may choose in accordance with item (a) of subclause 2.

(c) An employee who has deselected one or more extra days off and, thereafter, has continuous absence of more than three months as a consequence of illness or injury can claim a supplement to the Optional Pay Account. The employee shall make the claim within three weeks after the end of the holiday year.

The supplement constitutes

- the value of the deselected extra days off if the employee were to have them paid out as extra days off not held pursuant to Industrial Agreement clause 18 (2 e)
- with deduction of the part of the Optional Pay Account that comes from the deselected extra days off.

Subclause (3)
At enterprises where a pension contribution of more than 12 per cent has been agreed for employees covered by the pension scheme of this Agreement, the enterprise and the employee may agree to pay the extra amount into the Optional Pay Account rather than the pension scheme.

Subclause (4)
The employee may choose between the following:

(a) Pay in connection with leisure time:
All employees may choose this element.

When the employee takes time off in connection with holidays, weekday holidays, days off for holiday purposes or days off according to this Agreement pursuant to clause 18(1), the employee may choose to receive a cash payment from his/her account.

From 1 May 2017, the above provision also applies to child care days, cf. clause 12 (14).

The employee decides the amount of the payment, always provided that no amount exceeding the amount deposited from time to time in the savings account of the employee concerned shall be paid out.

The enterprise shall lay down suitable procedures and deadlines for the administration.

The local parties may agree on payouts. This includes agreement that amounts are paid without the employees taking time off. However, it is not possible to agree locally that deposits in the Optional Pay Account are paid on a continual basis along with the rest of the pay.

(b) Pension:
In order to choose the pension element the employee must already be covered by a labour market pension scheme in accordance with this Agreement.

Employees must state by 1 April each year the share of the savings for the Optional Pay Account they want to set aside for pension in the coming holiday year.

When they choose pension, the agreed share shall be paid to the pension fund and thus not into the Optional Pay Account. Payment of pension contributions shall not trigger off any employer's contributions.

Subclause (5) Residual savings on the Optional Pay Account
If there is a surplus on the Optional Pay Account at the expiration of the holiday year, the amount shall be carried forward for payment in the subsequent holiday year.

Subclause (6)
On resignation the Optional Pay Account shall be settled, and any surplus shall be paid out together with the last wage payment from the enterprise.

Alternatively, employees who resign may choose to have the balance due transferred to their holiday card so that the balance is added to the holiday pay (same model as for weekday holiday balances, cf. clause 41(10) and (11).

Subclause (7)
The Optional Pay Account savings include holiday allowance and holiday bonus of the savings.

Subclause (8) Senior scheme
The employee may join a senior scheme starting five years before the current retirement age for the employee.

As part of the senior scheme, the employee may choose to use payments into the Optional Pay Account to finance senior leave.

If the employee wants to take further senior days off, he or she can do so by converting current pension contributions, cf. clause 8. The converted pension contribution is also deposited in the employee's Optional Pay Account.

The employee and the employer may agree that the employee, starting five years before the senior scheme can be initiated, sets aside the value of non-taken holiday days, cf. clause 12 (11), and accumulates this. This value may be paid out as additional senior leave.

According to this provision, the number of senior days off that can be taken may, as a maximum, correspond to the amount set aside, cf. the payment below.

When an employee takes senior days off, the Optional Pay Account is reduced by an amount corresponding to pay during sickness.

Unless otherwise agreed, the employee must, by 1 April, notify the company in writing of whether the employee wishes to be included in a senior scheme with senior leave in the coming holiday year, and if so, how much of the pension contribution the employee wishes to convert to pay. In addition, the employee must report how many senior days off the employee wishes to take in the coming holiday year. This choice is binding for the employee and will continue in the following calendar years. However, the employee may each year, before April 1, notify the employer whether he or she wishes to make changes for the coming holiday year.

In the first year of the senior scheme, the conversion starts from the pay period in which the employee is five years from the current retirement age.

Unless otherwise agreed, the scheduling of senior days off follows the same rules that apply to the scheduling of holiday days, cf. clause 12 (11). Alternatively, instead of senior days off, employee and employer may agree on worktime reduction, for example as longer continuous work-free periods or a fixed reduction in the number of weekly working hours.

In the event of an agreement on fixed reduction in the weekly working hours, the converted pension contribution can be paid continuously as a supplement to the wage.

The conversion does not change existing, collectively agreed bases for calculation and is thus cost-neutral for the employer.

Note:
The provision will enter into force on 1 March 2017, but employees will not be entitled to take senior days off before the holiday year 2017-2018.

Clause 5 Calculation of pay for part of a month

Subclause (1)
Where the pay is to be calculated for individual days in connection with a person taking up or resigning from employment during the month, such pay shall be calculated as the monthly pay on a full-time basis divided by 160.33 multiplied by the effective working hours that the person concerned is to be at work.
Effective working hours shall include the working hours that fall on a weekday holiday which would otherwise be the employee's normal working day.

Subclause (2)
In the event of any absence due to holiday, for which no salary/holiday pay has been earned, the deduction to be made from the employee's monthly salary shall be equal to an amount corresponding to the actual hours of absence.
The deduction to be made in respect of days off without pay shall correspond to the actual hours of absence.

Subclause (3)
Subclauses (1) and (2) shall apply correspondingly to part-time employees. For part-time employees the pay shall be calculated on a proportional basis.

Clause 6 Reduced pay

In special cases where circumstances make it natural, agreements concerning reduced pay may be made with the assistance of the organisations.

Clause 7 Employees with reduced working capacity

Subclause (1)
In the case of employees with permanently or temporarily reduced working capacity, an agreement may be made locally between the employee and the enterprise regarding working conditions (including reduced working hours and/or a lower pay) that deviate from the provisions of this Agreement.

Subclause (2)
The organisations shall have a right to present a complaint in accordance with clause 24.

Clause 8 Pension

Subclause (1) Employees covered by a pension scheme

Pension contributions shall be paid when the employee is 18 years old and

a. at the time of employment is comprised by Pension for Funktionærer (PFF) or another labour market pension from a former employment – including a public servant's pension or similar scheme, or

b. can document at least two months' seniority in the enterprise or other employments covered by the Agreement.

c. An employee, who has been employed pursuant to the Industrial Agreement so far, but pursuant to clause 1 (4) shall be covered by the Collective Agreement for Salaried Employees in Industry, shall be covered by the pension scheme of the Collective Agreement for Salaried Employees in Industry since there is no seniority requirement pursuant to clause 1. At local agreement, the employee may continue to be covered by the Industrial Agreement's pension scheme.

d. Trainees, who commenced their education or training after they had attained the age of 20, shall be covered by the pension scheme when they have two months' seniority. Moreover, adult trainees, who prior to the conclusion of the traineeship agreement were covered by the pension scheme, shall continue in the scheme during the trainee period, cf. clause 3 (7).

   As per 1 March 2018, the above item d. will be replaced by the following:

   Trainees will be covered by the pension scheme of clause 8 when they reach the age of 20 and have achieved two months' seniority.

   Trainees commencing vocational education before the age of 20 will, until they reach that age, be covered by the insurance scheme of subclause 6, letter a.

   According to clause 55(2) of the Act on Vocational Education and Training, trainees entitled to pension pursuant to the rules of an agreement from another educational area are not covered by item d irrespective of whether payment is made to Pension for Funktionærer (PFF) or to a scheme chosen by the enterprise, cf. subclause 8.

Insurance coverage and compulsory payment to the scheme shall expire when the employee has attained the age of 65. If the employee continues to be employed after this age, the enterprise shall be under an obligation to pay an amount corresponding to its pension contribution until the employee retires. It shall be agreed between the employee and the enterprise whether the amount shall be paid to the employee as salary or whether the amount shall continue to be paid to the pension scheme as pension contribution (if this is possible). This paragraph applies to employees who will attain the age of 65 on 1 March 2017 or later.

Special rules apply with regard to insurance schemes for apprentices without pension, employees on flexijobs, senior schemes, extended working hours, and holders of bachelor's degrees, see subclause 6.

Subclause (2) Pension rates

Pension contributions amount to at least:

	Employer contribution	Employee contribution	Total contribution
1 July 2009	8.0 per cent	4.0 per cent	12.0 per cent

During the fourteen weeks of maternity leave, an extra pension contribution shall be paid to employees with nine months' seniority at the time the baby is due:

The pension contribution shall be:

	Employer contribution DKK per hour/per month	Employee contribution DKK per hour/per month	Total contribution DKK per hour/per month
1 July 2014	8.50/1,360.00	4.25/680.00	12.75/2,040.00

For part-time employees the contribution shall be calculated on a proportional basis.

There is freedom of agreement at each enterprise as regards higher pension contributions and/or another breakdown of pension contributions between employer and employee, always provided that the employer does not pay less than the minimum employer contribution payable according to the above rates.

Subclause (3) Basis of calculation

The pension contribution is calculated on the basis of the taxable salary.

Note
The guidelines on reporting and payment to Industriens Pension provide more details regarding the pay that is included in the contribution basis.

Gross salary
If it can be proved that the agreed gross monthly pay includes the employer's contribution to an existing pension scheme for the employee, the total pension contribution agreed according to this Agreement may be set off against the pay until the compulsory contribution exceeds the contribution applicable to the employment at the time when the enterprise is covered by this Agreement.

Subclause (4) Payment
The employer shall withhold the employee's contribution and make a combined payment to PFF. The Agreement parties recommend that this system is used for employees covered by the Agreement.

Payment can be made to an existing pension scheme or a future company pension scheme pursuant to the rules of subclause 8.

Industriens Pension can be used as a pension fund in special cases.

Enterprises may withdraw from a company pension scheme without special notice by paying to PFF instead.

Subclause (5) Content of the scheme

In addition to retirement pension, the pension scheme includes disability pension, pension benefit to survivors, and an option for children's pension.

The scheme shall comprise retirement pension for life with payment of annuities or an annuity retirement pension and may contain retirement insurance/lump sum insurance. At least two thirds of the contribution shall be used for these purposes.

The scheme provides for the possibility of increased payments to the scheme, supplementary benefits, and capitalisation of small pension amounts.

For persons having attained the age of 50 at the time of establishment, the scheme may contain a lump-sum pension or an annuity pension scheme at their own option.

Subclause (6) Other circumstances

a. Trainees

Trainees may be covered by the pension scheme, see subclause 1, item d.

Trainees, who are not already comprised by an employer-paid pension or insurance scheme, either pursuant to subclause 1, item d or to another provision, are entitled to the following insurance coverage:

a. Disability pension of DKK 60,000 annually

b. Fixed amount of DKK 100,000 in the case of disability

c. Insurance against critical illness at DKK 100,000

d. Fixed amount in the case of death of DKK 300,000

Access to the coverage, the size of the amount insured, and the terms of coverage shall follow the current guidelines of Industriens Pension. In the event the employee is entitled to create alternative combinations of the benefits, he/she can only do so if any cost increase is paid by him/her. The scheme shall be placed in a pension fund or insurance company chosen by the employer.

The costs of the scheme shall be paid by the employer.

In the event that the employee is transferred to coverage by Industriens Pension, PFF or any other employer-paid pension scheme, the employer's duty pursuant to this provision ends.

b. Flexijob

Special rules may apply for employees in flexijobs on issues such as payment and insurance coverage. Reference is made to Organisation Agreement – Pension for employees in flexijobs.

c. Optional Pay Account

It is possible to choose that a proportion of the savings in the Optional Pay Account is paid to the pension scheme instead, cf. clause 4 (4b).

d. Senior scheme

In connection with a senior scheme, it may be agreed to convert the pension contribution into pay, cf. clause 4 (8).

e. Extended working hours

At local agreements on extended working hours, it may be agreed that pension contributions may be converted into pay, cf. clause 23 (7).

f. Illness and disability

Company pension schemes may contain terms on compensation for loss of ability to work and exemption from premiums. Special conditions are attached to this, cf. Organisation Agreements: Protocol – Various agreements on pension etc. cf. subclause 3.

g. Bachelors etc.

Pension contributions

For employees comprised by this Agreement pursuant to clause 1(1) item b or clause 1 (2) item c, the enterprise may choose to increase the contribution percentages taking effect from the date the Agreement becomes effective for the employee. The increase takes place over a period of four years according to the rule in clause 2 (4), items 2-6. In this case, the relevant contribution percentages shall be stated in the employment certificate or appendix.

For current employees who shall be covered by this Agreement as per 1 March 2014 pursuant to clause 1 (1) item b, the enterprise may choose to increase the contribution percentages. The increase takes place over a period of four years according to the rule in clause 2 (4), items 2-6 which means that the increase will end on 1 March 2018. This shall also apply to employees when they are primarily working with technical services typically performed by employees with training as electrical contractor, design technologist or automation technologist.

Pension scheme
If the employee is not already covered by an existing company pension or a personal pension scheme, the employee shall, having obtained two months' seniority, be covered by the pension scheme that applies to those salaried employees in the enterprise who are covered by collective agreement.

If the employee is already covered by the enterprise's existing company pension or a personal scheme, this agreement between the enterprise and the employee may continue without having to be adapted to the content and terms of the Agreement's pension scheme. Based on agreement with the employee, the enterprise can transfer him/her to the pension scheme that applies to the other salaried employees in the enterprise who are covered by collective agreement. If the employee wants to be covered by the enterprise's pension scheme and terminate his/her personal scheme, possibly involving a transfer of the deposit, the employee shall pay any costs of the transfer.

Gross salary
In the event of agreement regarding gross salary/salary package*, the proportion of the gross salary that relates to pension contributions shall be set off against the salaried employee's requirement for employer contributions pursuant to the Agreement. If the salaried employee, through a gross salary/salary package, receives a smaller pension than the employer contribution of the Agreement, the enterprise can alternatively decide that the employer's pension contribution shall be increased over a four year period pursuant to clause 2 (4) items 2-6.

**) Note: In gross salary or salary package schemes, the salary is determined under the precondition that the salaried employee, from the salary, finances all contributions to a pension scheme that the employee may take the initiative to establish.*

Subclause (7) Newly admitted enterprises
For enterprises that are newly admitted members of DIO I, special rules apply in clause 8 (8), on company pension schemes in subclause 8 item 1; on adaptation of existing schemes in subsection 8 item 3, and on an increase of pension contributions in clause 2 (4).

The establishment of schemes to increase pension contributions and the continuation of company pension schemes shall be handled by the organisation pursuant to protocol on the handling of schemes to increase pension contributions, and company pension schemes.

Subclause (8) Company pension schemes

Subclause 8 item 1 Content of the scheme

In order to replace the scheme in subclause 5, any existing or future company pension scheme shall meet the following conditions:

(a) The scheme shall be a labour market pension, covering the whole group covered by this Agreement.

(b) At all time, the total contribution to the scheme shall be at least equal to the total contribution agreed according to this Agreement, cf. subclause 2.

(c) If the scheme includes a seniority requirement, such requirement shall not exceed two months, cf. subclause 1b.

(d) While no personal health information may be demanded, a certificate of capacity for work may be demanded. Employees who cannot submit a certificate of capacity for work or employees who are employed in 'jobs on special terms'/flexijobs shall be offered a pension scheme without disability coverage.

(e) The company pension scheme shall comprise retirement pension for life with payment of annuities or an annuity retirement pension and may comprise retirement insurance. At least two thirds of the contribution pertaining to collective agreement shall be used for such purpose.

(f) The pension scheme shall comprise insurance coverage with payment of a fixed amount in the case of death or disability of minimum DKK 100,000 and regular payments and in the case of unfitness for work of minimum 20 per cent of the pay. There shall be an option for children's pension.

(g) The employee shall be entitled to maintain complete insurance cover in connection with leave, either by own payment or by deposit payment regardless of whether the leave is with or without pay.

(h) Regardless of a lower retirement age in the pension scheme, employees who continue past that age shall have an option to continue payment of pension contributions until they have attained the age of 67 on changed conditions, cf. subclause 1.

(i) Normally pension schemes cannot be repurchased.

(j) If insured persons resign from their employment at the enterprise, they shall be entitled to continue the insurance on individual terms, either through a new employer or by own payment.

(k) If the scheme involves an option for individual choice of investment, the conditions in subclause 8, item 2 shall be complied with.

Documentation for compliance with the criteria may be in the form of a statement from the pension insurance company that the scheme complies with the provisions of the Agreement and that the company guarantees this. Special clarification is needed in the statement if it is only valid for a certain period.

Costs in connection with the company pension scheme are regulated, cf. Organisation Agreement – Costs in company pension schemes.

Subclause 8 item 2 Individual investment

An individual investment scheme shall be understood as a pension scheme in which the employee, through individual choice, is able to influence the investment of the deposit and thereby its rate of return. A company pension scheme with an option for individual investment may only be established for individual employees under the following conditions:

(a) The employee can place no more than 1/3 of the deposit in an individual investment scheme and subsequently place one third of the contribution in the scheme. The remainder shall be placed in products with average or market interest rates, and according to how the pension fund decides the deposit should be invested.

(b) Participation in an individual investment scheme shall be selected by the employee by documentable acceptance and can always be deselected by the employee at a later stage.

(c) The employee shall be informed of the current costs of the investment scheme.

(d) Costs of the part that is placed in the individual investment scheme shall be paid by the individual employee and constitute the costs that apply to such schemes at all times. Costs for the part that is placed by the fund shall be in agreement with subclause 8, item 1.

(e) Prior to the optional selection of an individual investment scheme, a risk profile on the employee shall be initially prepared, with continuous updates based on age and time to retirement as well as willingness to take risks and experience with investment. If the employee so wishes, he/she shall have the option to purchase personal consulting.

Schemes with individual investment options established before 1 October 2012 as well as pension schemes of newly admitted enterprises – and at change of supplier from such schemes - shall not be comprised by the requirement that no more than 1/3 of the deposit may be invested in individual schemes if more than one third of the deposit is invested.

Subclause 8 item 3 Adaptation of existing schemes
Enterprises, which had an existing pension scheme for their employees before being covered by the Agreement, shall no later than 12 months after the Agreement becomes effective adapt the existing pension scheme to the requirements of the Agreement pursuant to clause 8 item 1, or arrange for the employees to be covered by PFF, cf. subclause 4.

Reference is made to clause 2 (4) of this Agreement regarding an option for an increase of the pension contribution.

Subclause 8 item 4 Replacement of the Agreement's pension scheme with a company pension scheme

Company pension schemes, which are to replace PFF, can take effect twelve months after the pension insurance company has submitted a statement guaranteeing that the scheme complies with the provisions of the Agreement, cf. subclause 8 item 1.

Individual employees may object in writing to the change of pension scheme and in that case shall remain in PFF. The employees cannot make a final decision about whether to object until the above statement has been issued pursuant to subclause 8 item 1.

Subclause 8 item 5 Change of company pension supplier
Suppliers for company pension schemes replacing PFF may be changed. The costs of changing suppliers may in no way be imposed on the employee, and any other inconvenience to employees must be minimised.

The following conditions must be met when changing supplier:

(a) At the change of supplier, the conditions established in the collective agreement shall be met, and the pension insurance company shall submit a statement

guaranteeing that the scheme complies with the provisions of the Agreement, cf. subclause 8 item 1.

(b) Any supplementary payments may not be generally reduced. Cases of local disagreement as to whether supplementary payments have been implemented, may be referred to the organisations for consideration.

(c) Employees or shop stewards shall receive notice of the change. This may only be done after the statement as described in a. has been submitted. The notice period is 12 months, but it may be reduced to six months by local agreement. Notification of the change may in the form of submission of the statement to CO-industri.

(d) The receiving company shall be under obligation to accept all members of the existing company scheme on the basis of the health information supplied so far, or a certificate of capacity for work if an agreement on change of pension supplier has been entered into after 1 May 2014.

(e) In case of change of supplier, individual employees shall have the option of having their deposits transferred to PFF to continue their pension schemes there.

(f) Any transfer of employee deposits in connection with change of supplier shall take place without cost for the employees, i.e. without deductions from the deposits, neither at the supplying nor the receiving company, or by compensation so that the employee deposits are not impaired through the change. This principle may be departed from by local agreement.

Subclause 8 item 6 Transitional provision
Existing company pension schemes, which can be continued in accordance with the provisions of the National Agreement, shall continue and be unaffected of this pension provision. At any time, however, the pension contribution and lump sums shall correspond to the provisions of this agreement as a minimum.

Clause 9 Working time

Subclause (1)
Normal weekly effective working time shall be determined per week, month or year based on an average working time of up to thirty-seven hours per week. Variable working hours per week shall be determined in accordance with subclause (5).

Note (inserted in connection with the collective bargaining in the year 2000)
The parties agree that the insertion of the above text in this clause shall not entail any changes in the existing rules or legal practice.

Subclause (2)
The working time shall be determined by the enterprise after prior local discussion.

Subclause (3)
Where the normal working time is shorter than thirty-seven hours per week, payment for any additional work beyond the applicable working time shall be made, but at the usual pay as long as it is within thirty-seven hours per week.

Subclause (4)

In enterprises with a five-day working week, the weekly working time of the individual full-time employee shall as far as possible be evenly distributed on these days. In the case of shiftwork, work during staggered hours, outwork and travel work as well as posting, separate payment for this shall be made as agreed unless an agreement has been made in connection with the fixing of the pay that the pay shall cover such work.

Subclause (5)

(a) Provided that local agreement can be reached, the working time of all employees or groups of employees may be fixed as variable working hours per week as long as the weekly working time is thirty-seven hours on average over a twelve-month period.
(b) The local parties shall establish the framework of the variable working hours per week. Any disagreement thereon may be dealt with according to the rules for handling industrial disagreements ending with an organisational meeting.
(c) Any agreements on the placement of working time shall be made with individual employees or groups of employees, cf. item (b).
(d) Any hours in excess of thirty-seven per week may be taken as full days off subject to local negotiations with the individual employee. It may be agreed to accumulate the pay for application in connection with the hours off concerned. At the end of a period it may be agreed that an employee should take off any excess hours or work extra hours within a maximum period of six months.
(e) In the case of new engagements during a period with a number of working hours lower than the average, reduction of pay differentials may be established for a period of time.
(f) Overtime or staggered hours in connection with the variable daily working hours shall be paid for in accordance with clauses 9 and 11 of this Agreement.
(g) Agreements pursuant to this provision may be terminated by giving two months' notice to expire at the end of a period as set out in clause 23.

Subclause (6)

If for employees paid by the hour in production special weekend work has been established, corresponding weekend work may be established by agreement for employees attached to the daily work in production and covered by this Agreement in accordance with the rules thereon laid down in the Industrial Agreement.

The monthly pay of employees thus performing weekend work shall be equal to the pay of full-time employees on the normal working time conditions as provided for by this Agreement.

Subclause (7)

Flexitime may be agreed locally.

As regards working time, reference is made to Appendix 15, EU Directive on working time.

Clause 10 Part-time employment

Subclause (1)
In the case of part-time employment, the calculation of the pay shall be based on the ratio between the weekly working time of the employee concerned and the normal weekly working time of the enterprise or department concerned.

Subclause (2)
Where the part-time employee works beyond the normal working time of the employee concerned, such additional hours shall be paid for at the employee's normal hourly rate.

Subclause (3)
Where the additional hours are outside the normal working time of the enterprise/department concerned, such additional hours shall be paid for as overtime, cf. clause 11, as for other employe.

Subclause (4)
Payment shall be made for weekday holidays to the extent they fall on the employee's normal working days.

Subclause (5)
Reference is made to Appendix 20, EU Directive on part-time work.

Clause 11 Overtime

Subclause (1)
The parties agree that overtime should be minimised.

Subclause (2) Systematic overtime
In enterprises with varying production needs, and where the local parties have unsuccessfully tried to obtain a local agreement on varying weekly working hours, cf. Clause 9 (2), the employer may announce systematic overtime. Systematic overtime cannot exceed 5 hours per calendar week and 1 hour per day and must be placed in extension of the normal working hours of the individual employee.

Systematic overtime must be notified within normal working hours at the latest 4 calendar days before the week in which the systematic overtime is to be performed.

Systematic overtime must - unless otherwise agreed between the enterprise's management and the shop steward - be compensated as full days off within a 12-month period after it was carried out. Surplus hours that do not warrant a full working day are carried over.

The days off are determined by the employer following local negotiations between the parties, but the employee must be notified at least 6 x 24 hours in advance.

Days off resulting from systematic overtime cannot be placed in a notice period unless the employer and employee agree.

Note: See Appendix 29 - Understanding of the protocol on "Systematic overtime".

Subclause (3)
For overtime work for which a premium may be demanded, cf. the rules laid down in clause 9 and clause 10, the hourly rate plus 50 per cent shall be paid for the first three hours after the end of normal working hours. For overtime work after that time 100 per cent shall be paid. For overtime work on non-working days the hourly rate plus 50 per cent shall be paid for the first three hours, for the fourth and subsequent hours the hourly rate plus 100 per cent shall be paid. For work on Sundays and public holidays the hourly rate plus 100 per cent shall be paid.

Subclause (4)
The hourly rate shall be calculated as the total monthly pay of the employee concerned divided by a maximum of 160.33.

Subclause (5)
Overtime payment shall only be made where the employee has been instructed to do overtime work. Notice of any overtime work shall as far as possible be given not later than on the day before.

Subclause (6)
In connection with the fixing of the salary, agreement can be reached on a responsibility-based salary duly observing the principles stated in clause 3 (2). At such an agreement, it may be decided that the salary shall also include payment for overtime work and that no overtime payment shall be paid.

The agreement shall correspond to the salary, job content and scope of the overtime work, and can be taken up in the system of justice that pertains to labour law, pursuant to clause 3 (5), cf. clause 24.

Subclause (7)
Trainees under 25 are not comprised by clause 11 (5). In connection with the fixing of the pay, it may be agreed that the pay also includes payment for any odd job done on overtime. In that case no overtime payment shall be paid.

Such an agreement shall not exclude special overtime payment pursuant to item 2 for work in excess of any odd job done on overtime.

The agreement shall correspond to the salary, job content and scope of the overtime work.

Subclause (8)
Where an agreement has been made for time off in lieu, each overtime hour shall be taken as an hour off in lieu, and any overtime premium shall either be paid out or taken as time off in lieu.

If it is agreed that the overtime premium be taken as time off in lieu, a 50 per cent overtime premium shall be taken as half an hour off in lieu and a 100 per cent overtime premium shall be taken as one hour off in lieu.

Subclause (9)

Illness is considered an obstacle for taking time off in lieu provided the employee reports sick before normal working hours on the day when the day off should have been taken. If several days of lieu time are planned, the obstacle also applies to sickness on any subsequent lieu days.

Clause 12 Annual holidays, time off, absence from work due to children's sickness, hospitalisation, childcare days and maternity leave

I - Annual holidays

Subclause (1) Part of a month

In the event of any absence due to holidays, for which no salary/holiday pay has been earned, the deduction to be made from the employee's monthly salary shall be equal to 1/160.33 of the monthly pay for full-time employment (corresponding to a weekly working time of thirty-seven hours) per actual hour of absence.

If the average weekly working time is not thirty-seven hours, e.g. for shiftwork, the ratio shall be changed accordingly.

Subclause (2) Annual holidays for whole weeks

If holidays are taken for whole weeks, they shall cease at the beginning of normal working hours on the first normal working day after the end of the holidays.

Subclause (3) Reporting back to work in connection with collective holiday closing of the whole enterprise

If an employee who is absent due to sickness before the beginning of the holidays reports back to work during collective holiday closing of the whole enterprise, the employee shall resume work and be entitled to placing of the holidays at a different time. If it is not possible to offer the employee something to do during that period, the holidays shall be deemed to be commenced at the time of the employee reporting back to work. Unless otherwise agreed, the holidays the employee concerned has been prevented from taking due to sickness shall be taken in continuation of the originally planned holidays.

Subclause (4) Apprentices

If apprentices have no entitlement to a holiday allowance for all the holidays in the cases stated in section 9 of the Danish Holidays with Pay Act, the enterprise shall pay the pay as stated in clause 3 of the Collective Agreement for Salaried Employees in Industry in respect of the remaining number of days.

Subclause (5) Transfer of holidays

(a) The employee and the employer may agree that holidays earned and not taken in excess of twenty days may be transferred to the subsequent holiday year.

(b) Not more than ten holidays in total shall be transferred, and all the holidays transferred shall be taken no later than in the second holiday year after the transfer.

(c) The employee and the employer shall enter into an agreement in writing by the expiration of the holiday year. The parties recommend that the agreement reprinted as Appendix 23 be used.

(d) If an employee is prevented from taking holidays due to the employee's own sickness, maternity leave, adoption leave or other absence due to leave, the employee and the employer may also agree to transfer the holidays to the subsequent holiday year. Transfer of such holidays may be agreed regardless of the number of holidays otherwise transferred. The agreement shall be concluded in accordance with the rules above.

(e) If an employee who has transferred holidays resigns before taking all holidays, the employer shall pay holiday allowance for holidays in excess of twenty-five in connection with the employee's resignation.

(f) In case of a transfer of holidays, the employer shall before the end of the holiday year notify in writing whoever is to pay the holiday allowance that the holidays are being transferred.

(g) It may not be imposed on employees to take holidays during a notice period to an extent corresponding to any transferred holidays, unless the holidays, in pursuance of an agreement, cf. above, have been placed so as to be taken during the notice period.

Subclause (6) Holiday bonus on resignation

Holiday bonus payable to employees entitled to holidays with pay may be paid out before the holidays are taken. In that case it may be required to be set off on resignation to the extent any holiday bonus has been paid for holidays not taken.

Subclause (7) Holiday card

On any employee's resignation the employer may use a holiday card approved by the organisations instead of the Holiday Account scheme ("FerieKonto"), cf. the provisions in items (a)-(h):

(a) An employee who during the current qualifying year gets a new job will on leaving the enterprise receive an electronically forwarded*, notice from the enterprise to the effect that a holiday allowance will be payable to him. The notice shall contain information about the period of employment and a request to the employee to inform the employer of any change of address.

(b) Not later than immediately after the end of the qualifying year employees who have resigned from the enterprise shall receive an electronically forwarded* holiday card from the enterprise approved by the organisations, stating the name and address and CVR number of the employer,and the name, address and CPR number of the employee. The holiday cards must also indicate the earning period and the net holiday allowance for which entitlement has been earned.

(c) In addition, the number of days of holiday entitlement as a result of the employee's employment and the amount of the holiday allowance per holiday shall be stated.

(d) If on resignation the employee has not taken the holidays to which he/she is entitled because of his/her employment with the same enterprise in the previous qualifying year, a holiday card (balance of holiday card) shall be issued in this respect specifying the information stated above.

(e) The holiday pay outstanding according to the holiday card shall fall due for payment in the subsequent holiday year, unless the issuing employer is notified that the qualifying employee has transferred holidays to the next holiday year.

(f) The qualifying employee may claim payment or remittance of the holiday payment from the enterprises at which he/she used to be employed, against delivery or submission of the holiday card or balance of holiday card issued by the enterprise concerned. This may be done electronically.*

(g) Proof that the employee will take his/her holidays will be by documentation of the holiday card, possibly by electronic submission. At any time, the documentation takes place pursuant to the same rules as the Holiday Act's rules for documentation of holiday account certificates.
The employee documents the holiday card stating holidays and the date of the commencement of the holidays. If the employee receives benefits from an unemployment insurance fund or local government, the unemployment insurance fund or local government must attest the card when the employee takes his/her holidays.

(h) If the employee is not taking his/her holidays as a continuous period, the number of days to be taken and the corresponding holiday pay shall be certified on the card. The employer who has issued the card shall pay the amount due and issue a balance of holiday card for the remaining amount in accordance with the aforesaid rules.

**Note: See enclosure 28 on electronic documents.*

Subclause (8) Holiday pay without holidays being taken

a. Holiday allowance for the year, in which the allowance has been earned, is paid to the employee at the start of the holiday year if the amount is DKK 1,500 or less after deduction of taxes and labour market contributions regardless of whether holidays are taken.

b. At the end of the holiday year, holiday allowance will be paid to the employee by the employer if the amount is DKK 2,250 or less after deduction of taxes and labour market contributions. If the employee has been employed uninterruptedly at the same employer from a date of the year, in which the allowance has been earned, and to the end of the holiday year, holiday allowance for this employment will only be paid out if the amount relates to holidays of in excess of 20 days.

c. At the end of the holiday year, the employer pays the regular pay during holidays and, if applicable, a holiday allowance for the employee if the amount is DKK 2,250 or less after deduction of tax and labour market contribution and if the amount relates to holidays in excess of 20 days.

Subclause (9) Guarantee scheme
DIO I shall issue the usual guarantee for the presence of the money, including for any holidays transferred.

Subclause (10) Outstanding holiday payment
The holiday payment is part of the pay of the employee concerned and may, in case of non-payment thereof, be recovered - in the same way as pay - through legal proceedings against the employer concerned. Settlement of industrial disputes includes solely deviations from the Danish Holidays with Pay Act agreed under this Agreement, cf. section 4(3) and section 44 of the Act.

II - Time off

Subclause (11) 24 December and Constitution Day
24 December (the day before Christmas) and 5. June (Constitution Day) shall be a full days off.

Subclause (12) Days off for holiday purposes
Employees shall be entitled to five days off for holiday purposes in a holiday year.
About the right to take days off for holiday purposes:
(a) All employees who have been continuously employed by the enterprise for nine months shall be entitled to days off for holiday purposes.
(b) Days off for holiday purposes are converted into and taken as hours within the holiday year.
(c) Payment for days off for holiday purposes shall be made as in the case of sickness.
(d) Days off for holiday purposes shall be placed in accordance with the same rules as apply to remaining holidays, cf. the provisions of the Danish Holidays with Pay Act. This does not apply to extra days in of notice period after the company's notice to the employee.
(e) If days off for holiday purposes have not been taken before expiration of the holiday year, the employee shall be entitled to claim compensation within three weeks corresponding to sick pay for each day off for holiday purposes not taken. Such compensation shall be paid in connection with the next salary payment.
(f) Regardless of whether an employee changes jobs such employee shall only be entitled to five days off for holiday purposes in each holiday year.

III - Children's sickness, hospitalisation and childcare days

Subclause (13) Children's first day of sickness
Employees with at least nine months' seniority shall be allowed time off with pay whenever this is required to care for such employees' child/children under 14 years of age during periods of sickness at home. Such right to time off shall apply only to one of the child's/children's parents and only until another child-minding possibility has been established, and the right will not cover more than the child's/children's first day of sickness.

The enterprise may demand documentation, for example in the form of a solemn declaration.

The following concerns children's sickness occurring as from 1 May 2017:

Employees with at least nine months' seniority shall be allowed time off with pay whenever this is required to care for such employees' child/children under 14 years of age during periods of sickness at home. Such right to time off shall apply only to one of the child's/children's parents and only until another child-minding possibility has been established, and the right will not cover more than the child's/children's first whole day of sickness.

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

The enterprise may demand documentation, for example in the form of a solemn declaration

Subclause (14) Children's hospitalisation

Workers and employees undergoing training shall be allowed time off whenever it is necessary that the employee be admitted to hospital together with their child. With effect as from 1 May 2017, the time off also applies when hospital admission takes place partly or fully in the home.

This rule applies to children under 14 years of age.

The right to time off with pay shall follow the individual child. Consequently, parents holding custody who are covered by collective agreements to which DIO I is a party shall be eligible for not more than five days off with pay within a twelve-month period. The time off shall be shared by the parents holding custody as they see fit.

Only hospital stays requiring overnight accommodation shall be deemed to be hospitalisation and shall thus be covered by this provision.

The employee shall provide proof of the hospitalisation on request.

The employee shall receive full pay.

To the extent the enterprise is not entitled to reimbursement by the local authority, the payroll costs shall be reimbursed by the Maternity Fund of Danish Industry.

Note
The word 'necessary' in the above provision shall mean: A letter from the hospital recommending or requesting that one of the child's parents should be admitted to the hospital or stay with the child at the hospital shall be sufficient proof of the necessity. A proper doctor's statement is not required.

Subclause (15) Childcare days

With effect from 1 May 2017:

Employees and employees in training with a minimum of 9 months' seniority, who are entitled to take children's first day of sickness off, are entitled to 2 childcare days per child per holiday year. The employee may take no more than 2 childcare days per holiday year irrespective of how many children the employee has. The rule applies to children under 14 years of age.

The days are scheduled by agreement between the employer and the employee considering the enterprise's interests.

Childcare days are without pay, but the employee may take out an amount from his/her Optional Pay Account.

IV - Maternity leave

Subclause (16) Maternity leave

(a) The employer shall pay employees with nine months' seniority at the time the baby is due a pay during absence due to childbirth for up to fourteen weeks after the baby is born (maternity leave). Employees shall also receive pay during absence due to pregnancy for up to four weeks before the baby is due (pregnancy leave).
For adopters a pay shall be paid during the adoption leave for fourteen weeks from receipt of the child.
The amount includes the maximum daily cash benefit fixed by law.

(b) Under the same conditions a pay shall be paid during 'paternal leave' for a period of up to two weeks.

(c) The employer furthermore provides payment during parental leave for up to 13 weeks.

Of these 13 weeks each parent has the right to take 5 weeks.

If leave that is reserved for the individual parent is not taken, then the payment will be rescinded.

The remaining three weeks are granted either to the father or to the mother.

Payment for these 13 weeks corresponds to the pay that the parent in question would have earned in the period, although a maximum DKK 145.00 per hour/ DKK 23,248.00 per month.

(For parental leave, commencing 1 July 2017 or later, full salary is granted instead of "payment")

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

Unless otherwise agreed, the 13 weeks shall be announced three weeks before they are to take effect.

The leave of each parent cannot be divided into more than two periods unless otherwise agreed.

It is a precondition for payment that the employer is entitled to compensation corresponding to the maximum sickness benefit rate. If compensation is lower, payment to the employee is reduced correspondingly.

(d) Any existing schemes involving payment by the employer in connection with maternity leave may be terminated for expiration in accordance with the rules laid down in clause 23.

Note
Increased pension contributions, cf. clause 8(2) shall be payable during the fourteen weeks of maternity leave.

Reference is also made to the Protocol of 20 February 1995 on the establishment of a maternity leave scheme in industry as subsequently amended.

Clause 13 Proof of employment relationship

The employment relationship shall be confirmed by a proof of employment relationship.
It is recommended to use a proof of employment relationship prepared by DIO I and CO-industri.
Reference is made to Appendix 16, EU Directive on proof of employment, and Appendix 24, Proof of employment relationship for employees covered by this Agreement.

Clause 14 Dismissal

Subclause (1)
As regards the consideration of matters involving dismissal of employees, reference is made to the provisions of the Main Agreement and the Danish Salaried Employees Act.
Reference is made to Appendix 8, Dismissal of employees, and Appendix 16, EU Directive on notice, etc. in connection with collective redundancies.

Subclause (2)
Local negotiations in dismissal cases shall take place in accordance with clause 24(1). However, local negotiations shall be completed within a period of ten days from the notice of dismissal. A conciliation meeting in accordance with clause 24(2) shall take place immediately.

Subclause (3)
If, at the conciliation meeting, agreement cannot be reached in the case, the case may be referred to the Dismissal Tribunal in accordance with the rules of the Main Agreement.
In cases where a party to the case wants the matter to be brought before the civil courts of law, reference is made to Appendix 9, Rules for handling industrial disagreements - civil hearing.

Subclause (4)
Employees who are dismissed due to restructuring, cutbacks, close-down of the enterprise or any other matters at the enterprise are entitled to time off with pay for up to two hours – scheduled as soon as possible after the dismissal with due account being taken to the

requirements of the enterprise's production– to seek counselling in the unemployment insurance fund/union.

Clause 15 Notice periods

Subclause (1)
As regards salaried employees, reference is made to the Danish Salaried Employees Act.

Subclause (2)
Employees who are not covered by the Danish Salaried Employees Act shall be subject to the following periods of notice, cf. clause 1(3):
During the first three months after engagement, notice of termination may be given by either party without notice so that any resignation shall take place at the end of normal working hours on the day in question.

On the part of the employee:
After three months' uninterrupted employment: 1 month to expire at the end of a month.

On the part of the employer:
After three months' uninterrupted employment: 1 month to expire at the end of a month.
After two years' uninterrupted employment: 2 months to expire at the end of a month.
After three years' uninterrupted employment: 3 months to expire at the end of a month.

Subclause (3)
In cases where an employee paid by the hour becomes a salaried employee at the same enterprise, such employee shall retain the period of notice that was applicable at the time of transfer until the person concerned is entitled to at least the same period of notice under the Danish Salaried Employees Act.

Subclause (4)
In connection with the admission of an enterprise to DIO I or its accession to this Agreement the date of employment of the employee concerned shall apply when calculating seniority in relation to notice periods, among other things.

Subclause (5)
Where any disagreement in matters concerning summary dismissal or dismissal cannot be settled by negotiation, such disagreement shall, at the request of either party, be dealt with in accordance with the rules laid down in clause 14.

Clause 16 Election of shop stewards

Subclause (1)
In the case of each enterprise or of each geographically separate branch/department, a shop steward may be elected for each of the groups of more than five employees mentioned in clause 1(1) and items (a) and (b) of clause 1(2).

In enterprises with six employees or less in the individual group, the parties may agree that a shop steward shall be elected nevertheless.

Subclause (2)
The shop steward shall be elected from among employees of acknowledged ability who are covered by this Agreement and who have been employed for at least nine months by the enterprise in question.

Where there are not more than five of such employees, this number shall be achieved by adding such members as have worked at the enterprise for the longest period of time.

A shop steward, who after 1 May 2017 enters into a training agreement with the enterprise under the Vocational Training Act (Erhvervsuddannelsesloven) as an adult apprentice, may continue to be a shop steward. However, it is a prerequisite that the shop steward cooperates with his electoral basis during any practice periods.

Trainees, including adult trainees, do not have the right to be elected, but have the right to vote in the election of shop steward in the department of the enterprise in which they are working at the time of an election.

Only employees who are members of a union under CO-industry have the right to vote.

Subclause (3)
Subject to local agreement, possibilities other than those described in subclauses (1), (2), (4) and (5) of clause 1 may be agreed for shop steward elections.

Such local agreement shall be concluded in accordance with clause 23(1).

Such local agreements may comprise the Collective Agreement for Salaried Employees in Industry and the Industrial Agreement.

Where employees representing several unions under CO-industri have utilised the rule below to elect a shop steward jointly, the members of each union under CO-industri may terminate the agreement at six months' notice to expire on the last day of a month and subsequently elect a shop steward themselves provided the conditions for such election are satisfied.

Subclause (4)
Where an enterprise employs members of trade unions under CO-industri, but none of these unions are represented by more than five members, the members of such unions may jointly elect a shop steward in accordance with the rules set out in subclause (1) above if a total of more than five members of the said unions taken together are employed.

Subclause (5)
If one or more occupational groups have elected a shop steward, occupational groups with less than six employees may elect to join another occupational group for the purposes of election of a shop steward if the occupational groups agree thereon.

Subclause (6)
The protection of the shop steward shall take effect when the employer has been notified of the election. However, the election shall not be valid until it has been approved by the union, and DIO I has been notified thereof.

DIO I shall be notified as soon as possible and not later than ten working days after the election.

Subclause (7)
Any objection on the part of the employer against the election made shall be received by the union not later than ten working days after receipt of the notice of the election.
Any disagreement on the eligibility of the person concerned shall be settled under the rules for handling industrial disagreements.

Subclause (8)
At enterprises where a shop steward has not been elected, employees may give power of attorney to a colleague (spokesperson) in specific matters to make and terminate local agreements with the management.

The spokesperson shall be a member of a union under CO-industri and be given power of attorney by more than half of the employees from among whom he/she was elected.

Where a spokesperson has not been elected, cf. above, local agreements may be entered into or terminated in accordance with the practice so far between the enterprise and the employees.

Clause 17 CO senior shop steward

Subclause (1)
At enterprises where several shop stewards have been elected under the CO collective agreements, the shop stewards may elect from among themselves a senior shop steward who in all common matters such as working hours, holidays and days off, welfare conditions and the like may represent all employees in relation to the management.

The management shall be informed in writing of the election of a senior shop steward.

Subclause (2)
The senior shop steward may participate in the consideration of matters concerning the normal functions of the individual shop stewards within their respective branches provided the management or the affected shop stewards want this.

Subclause (3)
At enterprises with several branches in the same town and where a shop steward has been elected by these branches, a senior shop steward may be elected to represent all branches provided that the local parties agree thereon.

Clause 18 Shop steward training

Subclause (1)
CO-industri and its unions undertake to ensure that employees who are elected shop stewards receive relevant shop steward training of up to six weeks' duration as soon as

possible after the election. DIO I undertakes to cooperate in ensuring that the newly elected shop steward gets the time off necessary to attend this training.

Subclause (2)
Newly-elected shop stewards are offered one of the training and cooperation programmes offered by TEKSAM of 2 x 2 days' duration. Shop stewards are entitled to attend such a course within the first 18 months of their election.
In connection with the shop steward's attendance, the employer contributes payment corresponding to the loss of income that the shop steward has suffered.

Subclause (3)
By agreement with the employer the shop steward may be given the necessary time off to participate in relevant courses for shop stewards.

Subclause (4)
An employee ceasing to be a shop steward after having worked as such for a continuous period of at least 3 years, and who is still employed at the enterprise, is entitled to an interview with the enterprise regarding the employee's need for vocational updating. The interview will be held no later than one month after the end of the shop stewardship and at the employee's request. As part of the interview, it will be clarified whether there is a need for vocational updating and how this update should take place.

If agreement cannot be reached, the employee is entitled to 3 weeks of vocational update. After 6 years of continuous shop stewardship, the employee is entitled to 6 weeks of vocational update.

The employee participates in the vocational update without deduction in his/her salary. It is a prerequisite that statutory compensation for loss of salary can be granted for the update. This compensation is paid to the enterprise.

Vocational update may be supported by IKUF. The support includes the elements described in the Organisation Agreement - Competence Development Fund in Industry, Item 11 f.

(This provision will enter into force for shop stewards terminating their shop stewardship after 1 May 2017).

Clause 19 Shop steward duties

Subclause (1)
Both the shop steward and the management are under an obligation to promote quiet and good cooperation in their relations with their organisations and in the relations between the local parties at the enterprise.

Subclause (2)
The shop steward shall represent the employees from among whom he/she was elected.

However, the shop steward shall solely submit proposals, recommendations and complaints from union members under CO-industri to the management.

Subclause (3)
It is recommended that the enterprise shall inform the shop steward of any forthcoming engagements and dismissals.

Subclause (4)
Where the shop steward has to leave his/her work in order to carry out his/her union duties, this shall be subject to prior notice to the management.

Subclause (5)
The shop steward may demand negotiations with the management concerning general pay and employment conditions of employees. If the employee so requests, the shop steward may handle the individual pay and employment conditions of the person concerned.

Subclause (6)
Where a specific case affects the personal affairs of only one or a few of the enterprise's employees, such employees should themselves submit any complaints or recommendations to the management.

Subclause (7)
The shop steward shall have the necessary access to IT facilities, including the Internet, in order to carry out his/her union duties.

Subclause (8)
In enterprises in which a working environment organisation is not mandatory, the shop steward may submit a complaint and address the enterprise concerning working environment issues.
In enterprises with a working environment organisation, issues concerning the working environment should be referred for consideration by the organisations.

If a working environment committee exists, complaints should initially be submitted for handling by the committee. If no solution is found, the complaining party shall submit a request for organisational consideration through his/her organisation. The request shall be accompanied by the minutes from the discussion in the working environment organisation. The shop steward(s) for the area in question shall be informed of the request.

Subclause (9)
For meetings pursuant to the Cooperation Agreement and meetings called by management, and in general if management takes up the time of the shop steward in issues regarding the enterprise and the employees, the enterprise shall pay the full salary and overtime payment for time that is in excess of the shop steward’s daily working hours.

Clause 20 Remuneration of elected shop stewards

Shop stewards elected under the Collective Agreement for Salaried Employees in Industry shall receive an annual remuneration payable by one-fourth per quarter. The

remuneration shall be made as compensation for the shop steward carrying out his/her union duties outside working hours.

The remuneration shall not be qualifying for pension and holiday pay.

The employees from among whom the shop steward is to be elected shall be determined on new election of the shop steward and subsequently once a year. The remuneration shall lapse on termination of the shop steward duties.

The remuneration shall amount to:

Shop stewards elected from among up to and including 49 persons shall receive an annual remuneration of DKK 8,000.

By 1 April 2017, the remuneration will be regulated to DKK 9,000.

Shop stewards elected from among 50 to 99 persons shall receive an annual remuneration of DKK 15,000.

By 1 April 2017, the remuneration will be regulated to DKK 16,000.

Shop stewards elected from among 100 persons or more shall receive an annual remuneration of DKK 30,000.

By 1 April 2017, the remuneration will be regulated to DKK 33,000.

For CO senior shop stewards the number shall be calculated as the sum of the persons represented.

Where it has already been agreed with the shop steward, the payment / remuneration shall be set off against the above remuneration.

Clause 21 Dismissal of shop stewards, etc.

Subclause (1)
Any dismissal of a shop steward shall be for compelling reasons.
It is a matter of course that the fact that an employee is acting as a shop steward may never cause the person concerned to be dismissed or cause his/her position to be impaired.

Subclause (2)
Where an employer finds there to be compelling reasons for dismissing a shop steward, the employer concerned shall contact DIO I, which may then raise the matter in accordance with the rules for handling industrial disagreements.

In that case the conciliation meeting shall be held not later than ten working days after receipt of the request for conciliation, and the procedure under the rules for handling industrial disagreements shall be proceeded with without delay.

If agreement is not reached at the conciliation meeting and the enterprise wants to proceed with the matter, or if agreement on the dismissal is reached at the conciliation meeting,

formal notice shall be given to the shop steward at the meeting. In both situations the period of the notice shall be reckoned from the date of the conciliation meeting.

Subclause (3)
Subject to local agreement thereon, the shop steward's employment contract shall not be interrupted during the period of notice until the justification of the dismissal has been tried under the rules for handling industrial disagreements.

The matter should be proceeded with without delay under the rules for handling industrial disagreements in order to ensure that the decision is made before the expiration of the period of notice.

Subclause (3) shall not apply in cases where the shop steward is dismissed summarily for cause.

Subclause (4)
If an employer maintains the dismissal of the shop steward after the dismissal has been held without cause under the rules for handling industrial disagreements, the employer shall, in addition to the pay during the period of notice, pay compensation depending on the circumstances of the matter. The shop steward cannot also claim compensation under the rules for unfair dismissal.

Subclause (5)
The same dismissal procedure as described in subclauses 2 and 3 applies for:
1. Working environment representatives,
2. Members of European Cooperation Committees employed in Denmark and
3. Employee representatives on boards and substitutes.

Subclause (6)
Subclauses 1 -4 also apply to members of The Union of Commercial and Clerical Employees in Denmark who are elected shop stewards or are covered by subclause 5 in enterprises in which the Collective Agreement for Salaried Employees in Industry has not become effective.

Subclause (7)
A shop steward elected during a period with a larger number of employees shall cease to be a shop steward if the number of employees gets to be under six, unless the parties agree that the shop steward position should be maintained.

Subclause (8)
An employee who ceases to be a shop steward after having acted as such for at least one year and who continues to be employed by the enterprise is entitled to six weeks' notice in addition to the employee's normal notice if the employee is dismissed within one year after his/her resignation as a shop steward.

This rule only applies to shop stewards who have resigned.

Note: The parties agree that, with the extended notice, they dispense with clause 2 of the Employers' and Salaried Employees' Act according to which the salaried employee shall resign at the end of a month, and that this is in favour of the salaried employee.

The provision applies for notices after 1 May 2017.

Clause 22 Substitute for the shop steward

Where a shop steward is absent due to sickness, holidays, participation in courses or the like, a substitute for the shop steward may be appointed according to agreement with the management. A substitute thus appointed shall enjoy the same protection as the elected shop steward during the period in which the person concerned is functioning, provided such person satisfies the provisions set out in clause 16(2).

Clause 23 Conclusion and termination of local agreements, etc.

Subclause (1)
Local agreements may be entered into between the local parties at the enterprise in respect of employees covered by this Agreement.

Subclause (2)
Local agreements, customs, regulations, etc. may be terminated by either party giving two months' notice to expire on the last day of a month unless a longer period of notice has been/will be agreed.

Subclause (3)
In the event of notice being given in accordance with subclause (2), the party giving notice shall be under an obligation to arrange for local negotiations to be conducted and, if agreement cannot be reached, to refer the matter to a conciliation meeting or possibly an organisational meeting. A request that the matter be dealt with under the rules for handling industrial disagreements shall be received by the opposing organisation within the period of notice set out in subclause (2), cf. the rules for handling industrial disagreements.

Subclause (4)
Even though the expiry date has been exceeded, the parties shall not be released from any local agreement which has been terminated, customs or regulations until these general rules have been complied with.

Subclause (5)
On the conclusion of local agreements which materially change pay and working conditions, the employer shall inform the employees affected to the requisite extent.

Subclause (6)
Where the conclusion or termination of any local agreements, etc. involves such changes in the employees' pay or working conditions as must be considered material under the

rules of the Danish Salaried Employees' Act, the individual periods of notice of the individual employee shall be complied with unless otherwise agreed.

Where special periods of notice have been fixed under this Agreement, such periods of notice shall prevail over the right to individual periods of notice.

Subclause (7)
It may be agreed by local agreement to supplement or depart from the provisions in clauses 9, 10, 11, 12(11)-(12), (16), (17), (18), (19), (20), (21), (22), (25), (26) and (27) of this Agreement and Appendix 19, Young people.
Such local agreements shall be in writing and may only be entered into with a shop steward elected according to the rules laid down from time to time in this Agreement. The local agreements shall be submitted to the organisations for their information.

In connection with agreements on extended working hours pursuant to the above provision it can also be agreed that pension contributions, cf. clause 8, contributions to the Optional Pay Account, cf. clause 4, and holiday compensation, cf. clauses 26 and 27(2) of the Danish Holidays Act, can be converted into a pay supplement for the individual employee as regards the hours that are in excess of the average weekly working hours as mentioned in clause 9 (1) and clause 15 (4).
Variable weekly working time pursuant to clause 9 (5) or overtime pursuant to clause 11 cannot be considered extended working hours in this context.
The conversion does not change the existing collectively agreed basis of calculation and is accordingly cost neutral for the enterprise.

Clause 24 Rules for handling industrial disagreements

Subclause (1) Local negotiations
(a) In the event of any industrial disagreement, attempts shall be made to settle such disagreement by negotiation between the parties at the enterprise.
Such negotiations shall be commenced and finished as soon as possible.
(b) If the shop steward finds it necessary or no shop steward has been elected at the enterprise, a representative from the local union or unions may by agreement with the management of the enterprise be called in for the local negotiations.
(c) The representatives of the local parties shall be authorised to make binding agreements.
(d) Minutes of the outcome of the negotiations shall be drawn up and signed with binding effect by the parties.
(e) In connection with local pay negotiations only the employee party may proceed with the matter. This may be done within fifteen working days from the date of drawing up the minutes by bringing the matter before DIO I. Otherwise the matter shall lapse.
(f) In the event of an individual industrial disagreement at enterprises where a shop steward has not been elected, the employee subject to the disagreement may request to be assisted by a representative of the local branch during the local negotiation.

Subclause (2) Conciliation meeting
(a) Where agreement cannot be reached by local negotiation, the respective organisations may request that the matter be referred to conciliation.

(b) The request for conciliation shall be in writing and contain a brief description of the disagreement so that the subject of the conciliation meeting appears clearly from the request.
Minutes of the local negotiations shall be enclosed.
The organisations agree that departure from this rule shall be permitted only in special circumstances.

(c) Where a conciliation meeting has been requested in pursuance of the provisions of clause 23 of this Agreement concerning notice of termination of local agreements, customs or regulations, the request for a conciliation meeting shall have been received by the opposing organisation within the periods of notice stated in clause 23, i.e. on the last weekday of the month.

(d) The conciliation meeting shall as far as possible be held at the enterprise in which the disagreement arose.

(e) The conciliation meeting shall be held as soon as possible and not later than fifteen working days after the request for conciliation was received by the opposing organisation.
The time limit may be departed from by agreement between the organisations.
A request for a conciliation meeting in matters raised pursuant to item (e) of subclause (1) shall have been received by the opposing organisation no later than thirty working days after the drawing up of the final minutes of the local negotiations. Otherwise the matter shall lapse.

In the event of dismissal a conciliation meeting shall be held no later than 5 working days after receipt of the conciliation request by the opposing organisation unless otherwise agreed.

If, in the event of dismissal, agreement has not been reached at the conciliation meeting, the respective parties can request settlement of the case by industrial arbitration.

In situations where settlement of the case by industrial arbitration has been requested, the respective parties may also request an organisation meeting and/or a negotiation meeting in the case that such a meeting can be held without rescheduling the industrial arbitration.

(f) At the conciliation meeting the negotiations shall be resumed with the assistance of the organisations' conciliators, who shall thereafter seek to resolve the disagreement through direct mutual negotiations.

(g) Minutes of the outcome of the negotiations shall be drawn up and signed with binding effect by the parties.

Subclause (3) Organisational meeting

(a) Where agreement has not been reached at the conciliation meeting, the respective organisations may request that the matter be referred to an organisational meeting.

(b) A written request to this effect shall be submitted to the opposing organisation not later than ten working days after the conciliation meeting.

(c) The organisational meetings shall be held as soon as possible and not later than fifteen working days after the request was received by the opposing organisation.
The time limit may be departed from by agreement between the organisations.

(d) The organisational meeting shall be attended by at least two representatives of either party, one of whom shall conduct the negotiations on behalf of his/her organisation. The negotiations cannot normally be conducted by the conciliators in the matter in question.
The parties directly involved in the matter shall be under an obligation to participate in the organisational meeting unless very special circumstances are involved.
A plenary meeting shall be held if requested by either party. Minutes of the outcome of the negotiations shall be drawn up and signed with binding effect by the parties.

Subclause (4) Industrial arbitration

(a) Where the disagreement is not settled at the conciliation meeting/organisational meeting, settlement of the matter by a court of arbitration may be requested.
Reference is made to Appendix 9 of this Agreement.
Reference is made to the parties' organisation agreement on forum for cases claiming unfair dismissal following the Agreement's implementation of EU directives.

(b) The organisation that wants to proceed with the matter shall within ten working days after the meeting submit a written request for industrial arbitration.
Such time limit may be departed from by agreement.

(c) The court of arbitration shall consist of five members: one chairman/umpire and two representatives of either party.

(d) The organisations shall jointly request an umpire outside their own group to assume the office of chairman of the court of arbitration.
Where the organisations fail to agree on a chairman/umpire, they shall as soon as possible request the Danish Industrial Court to appoint one. The application to the Danish Industrial Court shall state the names of the persons proposed during the negotiations between the organisations.

(e) A court hearing shall be held as soon as possible. The time of such hearing shall be fixed by negotiation between the chairman of the court and the organisations.

(f) The claimant shall submit to the opposing party and the chairman of the court a complaint accompanied by copies of the documents to be produced. The complaint shall be deemed to have been received in time if it is received by the opposing organisation by 4.00 p.m., 30 working days before the hearing.
The opposing organisation shall submit to the complaining organisation and the chairman of the court a defence accompanied by copies of the documents to be produced. The defence shall be deemed to have been received in time if it is received by the complaining organisation by 4.00 p.m., 20 working days before the hearing.
A reply shall be submitted to the defendant organisation and the chairman of the court and be deemed to have been received in time if it is received by the opposing organisation by 4.00 p.m., 15 working days before the hearing. A rejoinder shall be submitted and be deemed to have been received in time if it is received by the opposing organisation and the chairman of the court by 4 p.m., 12 working days before the hearing.
If either organisation wants to examine witnesses, the persons to be examined shall be specified in the pleadings.

(g) If the complaint is not received in time, the matter shall be deemed to be closed and cannot be raised again.

However, the matter may be resumed if by 4 p.m., three working days after the time limit, the claimants submit a complaint to the opposing organisation and also indicate that they are willing to pay the fine fixed in the Agreement. The fine is DKK 100,000.

The deadline for submitting the defence is hereinafter no later than 4 p.m. 16 working days before the hearing.

A reply shall be submitted to the defendant organisation and the chairman of the court and be deemed to have been received in time if it is received by the opposing organisation and the chairman of the court by 4 p.m., 12 working days before the hearing. A rejoinder shall be submitted and be deemed to have been received in time if it is received by the opposing organisation and the chairman of the court by 4 p.m., 8 working days before the hearing

(h) If the defence is not received in time, the matter shall be settled on the basis of the information given in the complaint and the records of the proceedings.

However, the matter may be resumed if by 4 p.m., three working days after the time limit, the defendants submit a defence to the opposing organisation and also indicate that they are willing to pay the fine fixed in the Agreement. The fine is DKK 100,000.

A reply shall be submitted and be deemed to have been received in time if it is received by the opposing organisation and the chairman of the court by 4 p.m., 12 working days before the hearing. A rejoinder shall be submitted and be deemed to have been received in time if it is received by the opposing organisation and the chairman of the court by 4 p.m., 8 working days before the hearing

(i) At the hearing the matter shall be pleaded orally by a representative of an organisation, who cannot also be a member of the court.

(j) The court of arbitration shall determine all matters relating to procedure and points of order which are not covered by these rules.

The chairman shall participate in any voting thereon, and all matters shall be determined by a simple majority of votes.

(k) Where in a vote no majority is obtained for a decision, the chairman of the court shall as umpire determine the matter alone in a reasoned award, in which, if necessary, the question of the court's competence shall also be determined.

The umpire shall in his/her award keep the decision within the claims made and within the voting of the other members of the court.

Subclause (5) Negotiation meeting

In the event that a request for referral of a dispute to industrial arbitration or to the Dismissal Tribunal in accordance with clause 4 of the Main Agreement has been made in time, a negotiation meeting between the organisations which are parties to this Agreement may be held whenever requested by either party. At the same time, the party requesting the negotiation meeting shall state whether the local parties will attend.

In the event of any disagreement which has led to a decision to issue a notice of a strike or lockout, any negotiation meeting requested shall be held.

Minutes of the outcome of the negotiations shall be drawn up and signed with binding effect by the parties.

Subclause (6) Organisational committee meeting

(a) Any disagreement between the organisations concerning the interpretation of principles involved in the Agreement and similar agreements may be negotiated directly by a committee so authorised by the organisations.
An organisational committee meeting may be requested by either party to the Agreement.

(b) If either party to the Agreement finds that a decision in a local disagreement may affect the principles underlying the whole area covered by the Agreement, a request for handling of the disagreement by an organisational committee meeting may be made.
If the request cannot be granted, the request shall be deemed to be a request for conciliation.

(c) Minutes of the outcome of the negotiations shall be drawn up and signed with binding effect by the parties.

Subclause (7) Dismissal cases

As regards the handling of dismissal cases, reference is made to clause 14 and Appendix 11, Protocol on handling industrial disagreements.

Subclause (8) Industrial unrest

Where an enterprise or the employees find that there is a risk of industrial unrest, discussions (conflict resolution meetings) between the parties to this Agreement and the local parties shall be initiated immediately at the request of DIO I or CO-industri. The purpose of the discussions is to assess the reason for the disagreement.

Where DIO I or CO-industri deems it expedient, the organisations shall convene (follow-up meetings) on request as soon as possible and no later than within five working days - as far as possible at the enterprise.

Note
Organisations shall mean the organisations, which have signed the Collective Agreement for Salaried Employees in Industry.

Subclause (9) Temporaries

If legal proceedings pertaining to labour law concerning temporaries from a temporary employment agency have been commenced against a temporary employment agency, the user enterprise, to which the temporaries have been sent, shall – if requested by one of the collective agreement parties – inform about the local agreements and customs that the enterprise has told the temporary employment agency shall be complied with in connection with the duties the temporaries perform at the enterprise, cf. the Agreement's clause 1 (3).

Clause 25 Competence development

Subclause (1)

Employees shall be entitled and obliged to participate in competence development adapted to the conditions at the individual enterprise in order in this way to strengthen competitiveness and the development opportunities of the employees.

Competence development shall be agreed by the enterprise and employees and may comprise on-the-job/off-the-job supplementary and continuing training, job training, job development, etc.

To achieve the above aim the employees shall be entitled without any deduction from their pay to attend fourteen days of on-the-job/off-the-job training per year if there is a need for training.
The costs of participating in supplementary and continuing training shall be paid by the employer to the extent the costs are not covered by public authorities or somebody else.

Subclause (2)
However, the individual employee is entitled to 2 weeks of time off per year - with due consideration to the enterprise's production planning – for in-service or continuing training which is relevant for employment in the areas covered by the Industrial Agreement and the Collective Agreement for Salaried Employees in Industry, provided consent to support for training has been given pursuant to subclause (10) if the employee has six months of seniority.

Subclause (3)
Employees are entitled to take non-used training periods, cf. subclause (2), from the two preceding calendar years. The oldest weeks shall be used first.

However, this does not apply if the employee is under notice unless the enterprise and the employee have agreed on the training period before the notice was given.

Subclause (4) (from September 1, 2017)
At local agreement, the employer may apply for support from the Competence Development Fund of Industry for training. Based on this, an employee and the employer may agree on a training plan, which does not include already implemented training according to subclauses 2 and 3. The plan must be agreed and submitted to www.ikuf.dk according to the rules in the Organisation Agreement – the Competence Development Fund of Industry, item 11, which also contains detailed rules on agreed supported training.

Support may be applied for, for employees with 12 months' seniority in the enterprise, however any apprenticeship is not included in this seniority. Support for agreed training replaces support for self-elected training in the calendar years covered by the training plan.

The employee shall receive pay in accordance with the 3rd paragraph of clause 29 (2) of the Collective Agreement of Industry during training. However, at a training agreement pursuant to the Act on Vocational Education and Training, salary will be paid in accordance with the paragraph on adult trainees in clause 3 (7).

Support under this provision may be applied for from 1 September 2017 until the expiry of the agreement period 2017-2020, cf. clause 50, unless the parties to the Agreement decide on a later date.

Subclause (5)
After six months of employment in the same enterprise (including any school periods), trainees are entitled to apply for a contribution from the Competence Development Fund of Industry (Industriens Kompetenceudviklingsfond). The contribution covers participation in education in their spare time to the same extent and on the same conditions as other employees comprised by the Industrial Agreement. The trainee is not considered dismissed even though the training agreement is limited in time.

Subclause (6)
It is recommended to carry out continuous and systematic planning of the training activities for the employees in the enterprise. Planning of the training should comprise preparation of a competence development plan for the individual employee, cf. subclause (1), in accordance with guidelines discussed between the management and employees under the auspices of the cooperation committee or in a training committee with equal representation of management and salaried employees. Reference is made to Appendix 9, Protocol on competence development.
Where bodies as set out above have not been established, the training planning may be carried out in cooperation between the individual employee and the enterprise.

The training committee (alternatively the works committee (SU), secondarily the shop steward/management) may request a visit by TEKSAM's process consultants when one of the parties wants assistance to initiate dialogue and work regarding training in the enterprise.

Subclause (7)
General, updated job-relevant education is a prerequisite for the maintenance and development of vocational qualifications in line with the technological development. It is the individual employee's personal responsibility and the duty of the enterprise to help ensure that general job-relevant education forms part of the training planning. More detailed rules for participation in general job-relevant qualification may be agreed at local level.

Subclause (8)
Time off for the individual employee for training activities at his/her own option shall be a matter for agreement between the enterprise and the individual employee only.

Subclause (9)
(a) Employees covered by this Agreement, who have been employed by the enterprise for at least three years and who are dismissed due to restructuring, cutbacks, close-down of the enterprise or any other matters at the enterprise, shall be entitled to attend a relevant course. The duration of such course shall not exceed two weeks, and the cost of course participation and any loss of pay during the course period shall be covered by the employer to the extent the costs are not covered by public authorities or somebody else. Where such course participation cannot take place during the period of notice, the person concerned shall be entitled to attend such a course on the same conditions within three months after his/her resignation if the person concerned is still looking for a job. However, these rules shall not apply to employees who at the time of resignation are entitled to early-retirement benefit, pension from the employer or from public authorities.

(b) Furthermore, employees being dismissed for the above reasons (a) with at least six months' seniority in the enterprise shall be entitled to take time off for a further week in the notice period with support pursuant to the rules stated in clause 25 (2). The employee shall also, pursuant to the same provision, be entitled to take non-used time off with contribution from the Competence Development Fund of Industry (Industriens Kompetenceudviklingsfond) for up to two weeks.

Subclause (10)

(a) The enterprise shall pay an annual amount of DKK 520 per employee covered by this Agreement according to the guidelines of the Organisation Agreement on the Competence Development Fund of Industry (Industriens Kompetenceudviklingsfond). The amount specified can be converted into a percentage of the pensionable payroll cost. I.e. that part of the payroll cost upon which pension contribution for the employees covered is to be computed.

(b) The employee may apply to the Competence Development Fund of Industry for educational grants covered by clause 25(2). Thus, educational grants cannot be given for education during which the employee receives pay in full or in part.

(c) In distributing work, the company can, contingent on local agreement, apply to the Competence Development Fund of Industry for support for training activities comprised by clauses 25(1) and 25 (2) pursuant to the rules in Organisation Agreement on the Competence Development Fund of Industry, subclause 9.

(d) Enterprises

- which have training committees and
- which have more than 100 employees covered by the Industrial Agreement and/or the Collective Agreement for Salaried Employees in Industry may establish an enterprise competence development fund according to the guidelines of the Organisation Agreement on the Competence Development Fund of Industry.

Clause 26 Training funds

Subclause (1)

To the training fund established by the Danish Federation of Trade Unions and the Danish Employers' Confederation the employer shall pay DKK 0.42 per hour for employees employed by the enterprise and covered by this Agreement. With effect from the first period of pay after 1 January 2018 that amount shall be increased to DKK 0.45 per hour.

Subclause (2)

To the Industrial Fund for Educational Development and Cooperation (Industriens Uddannelses- og Samarbejdsfond) the employer shall pay per hour:

1 March 2017 – DKK 0.55
1 March 2018 – DKK 0.60

Subclause (3)
The payment commitment shall also apply in the case of local agreements and accession agreements within the scope of this Agreement.
If the payment commitment is a result of a local agreement or accession agreement, the organisations shall fix an administration charge to be added to the training fund contributions provided for by this agreement.

Subclause (4)
The amounts stated can be converted into a percentage of the pensionable payroll cost. I.e. that part of the payroll cost upon which pension contribution for the employees covered is to be computed.

Note
Reference is made to the Protocol on training funds in the organisation agreements.

Clause 27 Cooperation

For the purpose of promoting good cooperation between the enterprise and the employees such contacts should be available as will provide the opportunity of mutual briefing and information about the situation of the enterprise and the employees. Such briefing and information shall be given at such an early stage that points of view, ideas and proposals from the employees can form part of basis for decision-making. Information is necessary to enable the employees to take an active part in the planning of their own work situation. The information shall contain the management's evaluation of the consequences of any contemplated changes and shall be given in a clear and comprehensible manner. Both the management and the employees shall be under an obligation to take an active part in the mutual obligation to provide information.

Clause 28 Industrial conflicts under this Agreement

During industrial conflicts between employers and employees paid by the hour, employees covered by this Agreement shall perform such work as they perform under normal circumstances.
However, where values are at stake if certain work is not performed, the employees shall be under an obligation to assist in saving such values.

Clause 29 Duration of Agreement

This Agreement shall come into force on 1 March 2017 and shall remain in force until terminated by either party giving notice to the other party in accordance with the rules in force from time to time to expire on 1 March, however, not earlier than 1 March 2020.

Appendix 1

Protocol on the conclusion of a collective agreement for the commercial and clerical fields as well as the laboratory field

For the agreement to enter into force for employees covered by item (a) of clause 1(2) and by clause 1(3) it is a condition that, at the time of the making of the demand that the agreement shall enter into force for employees covered by the provision, at least 50 per cent of the people employed within the field covered by item (a) of clause 1(2) and (3) shall be organised at the National Union of Commercial and Clerical Employees.

For employees covered by item (b) of clause 1(2) (the laboratory field), the Collective Agreement for Salaried Employees shall be acceded to separately if the 50 per cent rule is met in this field.

Applies as per 1 May 2017.
Employees mentioned in letter c of clause 1 (2) (professional bachelors) are included in the calculation according to the 50 per cent rule in the field that the employee's professional bachelor's degree and work duties relate to, i.e. the field mentioned in letter a of clause 1 (2) and clause 1 (3) (commercial and clerical field) or the field mentioned in letter b of clause 1 (2) (laboratory field).

Administration, etc. relating to the 50 per cent rule

1. Conditions

(a) The National Union of Commercial and Clerical Employees may only enter into a collective agreement with members of DIO I through that organisation.
(b) It is a condition that, at the time of the making of the demand, the union shall have as members at least 50 per cent of the employees within the field that the agreement is intended to cover.
(c) For example, parts of a warehouse or an office cannot be regarded as a whole area unless such parts of a warehouse or an office in the field concerned are so separate in terms of location in different places or working conditions that part of an office or a warehouse may be regarded as an independent field.
(d) The question of delimitation of the individual workplace shall be decided in accordance with the practice adopted so far.
(e) Even though the aforesaid conditions for conclusion of a collective agreement have not been met, the union shall be entitled to conduct negotiations on behalf of its members with enterprises acting in contravention of significant principles in this Agreement or any other similar disagreement, e.g. by paying a salary less than that provided for by this Agreement, and in cases where there are problems relating to the legislation on employment and working conditions.

2. Procedure

(a) When demanding a collective agreement the union shall state the number of members covered by the demand.

(b) In the event of any disagreement as to whether the union meets the conditions for conclusion of a collective agreement, either party shall state which employees they believe to be covered by the scope of the agreement.
(c) If the parties still disagree as to whether the union meets the conditions for concluding an agreement, negotiations concerning this issue shall be agreed within ten working days after the union has made a demand for such negotiations. If during such negotiations no agreement is reached, the issue shall be settled by arbitration.
(d) If the union can prove that the conditions for concluding an agreement have been met, the agreement shall come into operation on the first succeeding day of a month if the demand is made on or before the fifteenth day of a month. If the demand for a collective agreement is made after the fifteenth day of a month, the agreement shall come into operation on the first day of the following month.
(e) In cases where special provisions are agreed, cf. below, an agreement shall also be made concerning the date of coming into operation of the agreement.

3. Collective agreement or special collective agreement

(a) If the National Union of Commercial and Clerical Employees meets the conditions for demanding a collective agreement, either party shall be under an obligation to comply with the agreement unless the enterprise concerned is carried on in accordance with an authorisation granted by a public authority or under equivalent conditions.
(b) The parties to the agreement may demand special provisions if the enterprise has working conditions or work activities not covered by the provisions of the agreement.

4. Scope of the Collective Agreement

(a) The terms and conditions laid down in this Agreement shall apply to all employees within the work area otherwise covered by the agreement.
(b) However, employees holding managerial positions or whose right to act to a great extent binds the enterprise or whose duties make them the employers' representatives because of the special confidential nature of their duties shall not be covered by this Agreement.

5. How to interpret the 50 per cent rule

A. When the rule must be met

The determination as to whether the 50 per cent rule is met shall be made on the basis of the employment conditions in the week in which the demand for a collective agreement is received by DIO I.

B. Employees to be included

(a) Only employees in the commercial and clerical fields count. (Clause 1(2) or clause 1(3) of the Agreement).
(b) Employees covered by the group mentioned above in item (4)(b), Scope of the Collective Agreement, are not included.
(c) Any spouse, parents, children, sisters, brothers and any other similar near relations and persons related by marriage are not included.
(d) Any sick and absent employees (annual holidays, days off, maternity leave) shall be included if they are still to be regarded as employed by the enterprise. Temporary

employees replacing these employees shall not be included even though the period of such temporary work exceeds three months.

(e) Any employees under notice shall be included if they can still be regarded as employees in the enterprise.
Any employees leaving their employment in the relevant week shall only be included if they were employed during the whole week.

(f) Any employees taking up employment in the relevant week shall be included as if they had been employed by the enterprise during the whole week.

(g) Any extra assistance not employed beyond three months shall not be included.

(h) Any temporary employees hired through a temporary agency shall not be included.

(i) Any homeworkers shall not be included.

(j) Any sales representatives shall not be included.

C. Full-time/part-time

(a) Full-time employees, including apprentices and trainees, shall be fully included.

(b) Part-time employees shall be included as follows:
Less than 15 hours a week: from 15 hours and until 30 hours a week: included as to 50 per cent; 30 hours a week or more: included as to 100 per cent.

(c) In the event of a shared work area, i.e. cases where employees are working partly within the scope of the Agreement and partly on other work in the enterprise, such work as is performed within the scope of the Agreement shall be included in accordance with the rules governing part-time employment.

The employer's independent wish for conclusion of a collective agreement

With reference to the previous Protocol from 1967, DIO I will not demand observance of the 50 per cent rule in cases where an employer wishes to conclude an agreement for his commercial and clerical staff provided that in the particular case it is found to be reasonable to enter into a collective agreement.

Appendix 2

List of Bachelor's degrees and Academy Profession (AP) degrees in the technical area

Bachelor's degrees requiring an Academy Profession degree, and Bachelor's degrees (MVU level)

Bachelor of Design and Business
Bachelor of Digital Concept Development
Bachelor of Chemical and Biotechnical Food and Process Technology
Bachelor of Product Development and Technical Integration
Bachelor of Technical Manager Offshore
Bachelor of Software Development
Bachelor of Web Development
Bachelor of Export and Technology Management
Bachelor of Graphic Communication
Bachelor of Disaster and Risk Management
Bachelor of Animation
Bachelor of Dairy Technology
Bachelor of Textile Design, Craft and Communication
Bachelor of Jewellery, Technology and Business
Bachelor of Media Sonic Communication
Bachelor of Visual Communication

Diplomas

Diploma in Biotechnology, Process Technology and Chemistry
Diploma of Technology in Energy and Environment
Diploma in Project Management
Diploma in Electrical Power Engineering
Technical Diploma in Maintenance Management

Other programmes

Kunsthåndværker, bach Art and design, bachelor
Bachelor of Design

Appendix 3

List of Bachelor's degrees and Academy Profession (AP) degrees in the commercial and clerical area and the laboratory area

Bachelor's degrees requiring an Academy Profession degree, and Bachelor's degrees (MVU level)

Bachelor of International Sales and Marketing Management
Bachelor of Chemical and Biotechnical Food and Process Technology
Bachelor of Software Development
Bachelor of Web Development
Bachelor of Design and Business
Bachelor of digital Concept Development
Bachelor of Export and Technology Management
Bachelor of Business Economics and Information Technology
Bachelor of Process Economics and Value Chain Management
Bachelor of Animation
Bachelor of Communication
Bachelor of Business Language and IT-based Market Communication
Bachelor of Graphic Communication
Bachelor of Dairy Technology
Bachelor of Biomedical Laboratory Analysis

Diplomas

Diploma in Information Technology
Diploma in Business Language – Part 1
Diploma in Business Language – Part 2
Diploma in Information Seeking and Knowledge-Organising Systems

Appendix 4

Professional titles

The Agreement parties have updated the following professional titles in clause 1 (1)

Collective Agreement for Salaried Employees in Industry 2012-2014

Existing title	**New title**

Note:
The listed titles correspond to the titles used in the relevant educational consolidation acts. In some cases, the title used in UddannelsesGuiden (ug.dk) has been added.

Clause 1 (1):	
Technical assistant	Technical designer
Draughtsman	Technical designer
Mechanical technical engineer	Production technologist
Quality and measurement technical engineer	Production technologist
Chemical technical engineer	Process Technologist
Food technologist	Process Technologist
Plumbing, heating and ventilation technical engineer	Plumbing, heating and ventilation contractor
Electronics technical engineer	IT-technologist, electronics
Clause 1 (2)	
Holder of a diploma in computer science	Holder of a diploma in computer science

Collective Agreement for Salaried Employees in Industry 2014-2017

Existing title	**New title**
Enclosure 2:	
Professional bachelor of e-concept development	Professional bachelor of digital concept development
The 3-year art and design education	Art and design, bachelor
Enclosure 3:	
Professional bachelor of e-concept development	Professional bachelor of digital concept development
Professional bachelor of economics and IT	Professional bachelor of economics and information technology

Reference is also made to protocol on update of professional titles in the Collective Agreement for Salaried Employees clause 1 in the Industrial Organisation Agreements.

Appendix 5

Protocol on the scope of the Agreement

Car dealers
The parties to the Agreement agree that the Collective Agreement for Salaried Employees in Industry shall not cover people employed by car dealers whose duties primarily comprise negotiations concerning and conclusion of agreements for purchases and sales of cars and performance of the associated administrative tasks.

Persons employed in shops
The parties to the Agreement agree that persons employed in shops shall be subject to the provisions in force from time to time concerning working time for persons employed in shops, minimum pay for young people under 18 and minimum pay according to the National Agreement between DH&S (Danish Commerce and Services) and HK (National Union for Commercial and Clerical Employees) for persons employed in shops in addition to the provisions of the Collective Agreement for Salaried Employees in Industry made between the parties.

If the National Agreement between DH&S and HK ceases to apply because of a conflict, persons employed in shops which are members of DIO I shall remain covered by the provisions in force until the beginning of the conflict, cf. above, until a new agreement is made between/comprising the parties to the conflict.

Education within digital media
Education covered by the trade committee for digital media shall be comprised by the provisions relating to apprentices of this Agreement.

Freelance employees/short-time employees
The parties agree that short-time employees who for tax purposes are considered to be employees shall be covered by this Agreement if they meet the conditions for this – irrespective of their designation as freelance employees.

Appendix 6

Protocol on travelling allowance for apprentices

1. The enterprise shall pay the apprentice's travelling costs if the total distance to/from the school is 20 km or more. The total distance to/from the school is defined as the shortest way from the residence/lodgings or place of practical training to the school and back to the residence/lodgings or place of practical training.
2. It is a condition of the payment of allowance that it is not possible for the apprentice to receive instruction at a school nearer the apprentice's residence or place of apprenticeship than the school which the apprentice is attending.
3. The free choice of school is mentioned in the Danish Vocational Education and Training Act.
   In those cases where the apprentice attends, at the request of the enterprise, a vocational school for which the public authorities grant no travelling allowance, the employer shall pay the travelling costs.

4. The apprentice shall to the widest possible extent use public means of transport. If the use of such public means of transport will cause unreasonable inconvenience to the apprentice in question, he/she may use his/her own means of transport, subject, however, to the employer's prior approval in each particular case.
5. Where public means of transport are used, the expenses actually incurred shall be reimbursed. Subject to the employer's prior approval, transportation shall take place in the least expensive and most expedient manner having regard to local circumstances, and wherever possible the apprentice shall use season tickets, travel cards or the like.
6. If the apprentice uses his/her own means of transport, cf. subclause (4), a travelling allowance shall be paid as follows:

   1.3.2017 DKK 1.04
   1.3.2018 DKK 1.06
   1.3.2019 DKK 1.08

   per km driven if the total distance to/from the school is 20 km or more.
7. Apprentices staying at lodgings different from their residence shall be reimbursed for the costs of travelling to and from such lodgings and the cost of travelling between the lodgings and the usual residence in connection with weekends, Easter and Christmas holidays if the condition concerning distance set out in paragraph (1) is met. The provisions concerning a travelling allowance under that paragraph shall apply correspondingly.
8. Where travelling between several departments of a school is necessary on the same day, an allowance shall be paid irrespective of the provisions concerning distance set out in paragraph (1).
9. The enterprise shall pay the expenditure for school stays laid down in the annual national budgets:

   a. If the student is ordered to attend school pursuant to the current rules on a free choice of school.
   b. If the student's school attendance can only take place at a school that involves boarding with payment pursuant to the rate (2014 level: DKK 490/week) as laid down in the annual national budgets.

   A necessary advance for payment of these expenses shall be paid to the apprentice prior to the beginning of the school stay, and the apprentice shall settle the account immediately after the return to the enterprise.

   Refer to clause3 on kilometre allowance.

   The enterprise shall pay all expenses for training at school of adult apprentices, including any supplementary training outside the enterprise, and for the apprenticeship test.
10. Any disagreement concerning this Agreement may be dealt with by the organisations in accordance with the rules for handling industrial disagreements.

11. This agreement is subject to the condition that reimbursement can be obtained under the current Danish Employers' Reimbursement System Act to cover in whole or in part the expenses paid by the enterprises, except, however, those set out in paragraph (3).

Note: See organisationsaftaler "Finansiering af udgift til kostafdeling (Skolehjem)".

Appendix 7

Protocol on the posting of apprentices/trainees

On any posting of apprentices/trainees abroad as part of their training the Danish enterprise shall be responsible for the training. The enterprise shall cover any pay difference up to the agreed pay and any necessary expenses in connection with removal and travel.

Appendix 8

Protocol on trainee agreements for student laboratory workers

The parties to this Agreement recommend that a laboratory trainee agreement be applied when an agreement is concluded in accordance with section 2(3) and (5) of Executive Order No. 636 of 30 June 2000 on academy profession degrees in the laboratory field, agreement of 30 October 2001.

The trainee agreement is available on www.industriensuddannelser.dk

Appendix 9

Protocol on the maternity fund

For the purpose of distributing the costs of the maternity scheme among the enterprises and branches of Danish industry, DIO I shall establish the Maternity Fund of Danish Industry ("Industriens Barselsfond").
DIO I may enter into an agreement with IndustriPension Holding A/S concerning the administration of the Fund.
The Fund shall receive a contribution fixed by DIO I, the amount of which shall be determined having regard to the expected costs of the scheme. The contribution shall be paid by the enterprises and shall form part of this Agreement.
The Maternity Fund of Danish Industry shall reimburse the employers for their expenses in connection with the above maternity pay scheme.

Appendix 10

Protocol on the dismissal of employees

For employees under notice the parties to this Agreement agree to recommend that the enterprise should accept counter-notice of short length in situations where this will promote the employee's possibility of obtaining other employment.
In addition, the parties to this Agreement agree to recommend that the enterprises should meet any request by employees under notice to be released during the period of notice.

Appendix 11

Protocol on the rules for handling industrial disagreements - civil hearing

If there is still any disagreement between the parties after a conciliation meeting, cf. clause 24/clause 14, the parties agree that DIO I shall be informed before the employee may decide to hand over the matter to a lawyer/take out a writ of summons.
Within five working days after receipt of such information, DIO I may request that the matter be considered at an organisational meeting.
The handing over of the matter to a lawyer/taking out of a writ of summons shall await the holding of the organisational meeting, which shall take place in accordance with clause 24(3)/clause 14.

Appendix 12

Protocol on competence development

The training committee - possibly established as a sub-committee under the cooperation committee - may as such deal with:
Identification of training needs
Preparation of guidelines for, for example:

- Performance reviews/progress reviews/
- Job descriptions
- Interview study
- Questionnaire study
- Analyses of the enterprise's qualification needs and employee competences

For the identification of training needs, analysis tools such as the SUM analysis tool (Strategic Development of Employees) or external consulting assistance may be used.

Identification of training needs
Continuous information gathering about current training possibilities:

- Courses offered by public and private course organisers
- Training activities initiated by the enterprise
- Individual training possibilities (CD ROM, distance training, etc.)
- Other (conferences, trade fairs, lectures, etc.)

Preparation of training programmes:

- Identification and coordination of training needs and possibilities
- Planning of training activities and proposals for implementation
- Principles for preparation of training programmes
- Gathering of evaluation results from training activities carried out

It is recommended to conduct progress reviews with the individual employee.
The interview shall be followed up with any
(a) changes in the training programme, cf. clause 25(2)
(b) changes in job contents, responsibility, qualification requirements and degree of independence.

Appendix 13

Protocol on tele/distance/homework

DIO I and CO-industri have made the below agreement on tele/distance/homework.

The parties agree that this Agreement implements the framework agreement on telework concluded on 16 July 2002 by UNICE, ETUC, UEAPME and CEEP.

The parties agree that this Agreement replaces the previous Protocol No. 10 of the Collective Agreement for Salaried Employees in Industry.

1. Scope and definitions

This Agreement shall apply to tele/distance/homework, i.e. work performed outside the employer's primary or subsidiary place of business, which does not come under the provisions of the Collective Agreement on outwork and travel work.

In addition, 'telework' shall mean:
Work performed and/or organised using information technology within the framework of an employment contract or relationship where work, which might as well have been performed at the employer's premises, is carried out away from those premises on a regular basis.

Furthermore, 'distance and homework' shall mean:
Work performed away from the enterprise, which might as well have been performed at the employer's premises, without using information technology.

2. Voluntary character

Tele/distance/homework shall be voluntary for both the employee and the employer concerned. Tele/distance/homeworking may be required as part of the employee's initial job description, or the employee may subsequently be engaged in tele/distance/home-working as a voluntary arrangement.

Agreements on tele/distance/homework shall be made in writing and in compliance with the rules in force from time to time on the employer's obligation to inform the employee of the terms of the employment relationship as prescribed in the Agreement.

It is recommended to use the supplement to the employment contract drawn up by the parties to the Collective Agreement. At the same time, reference is made to the guide prepared by the parties to the Collective Agreement.

If tele/distance/homeworking is not part of the initial job description, the decision to opt for tele/distance/homeworking is reversible by an agreement in writing between the employee and the employer or by local agreement. The reversibility may imply returning to work at the employer's premises at the employee's or at the employer's request. The specific terms of such return shall be laid down in the aforesaid written agreement and/or by local agreement.

If an employee refuses to opt for tele/distance/homework, this shall not in itself be a reason for terminating the employment relationship or changing the terms and conditions of employment of the employee concerned.

The shop steward(s) shall be kept as fully informed of any dismissals of tele/distance-/homeworkers as possible in accordance with the provisions thereon of this Agreement.

3. Working and employment conditions

Employees engaged to do tele/distance/homework shall be covered on the whole by this Agreement and any relevant local agreements and customs, etc. in force from time to time at the enterprise where they are employed.
As a consequence thereof, attention is called in the following to a number of conditions of special relevance for employees employed to do tele/distance/homework:

Collective rights

Tele/distance/homeworkers have the same collective rights as employees working at the employer's premises, for which reason no obstacles shall be put to the communication between those employees and the employee representatives elected at the enterprise concerned, including the shop steward(s), the safety representative(s), etc.

Thus, the tele/distance/homeworker's employment contract shall establish to which of the employer's enterprises, if there is more than one, the employee is attached for the purpose of exercising his/her rights.

Tele/distance/homeworkers shall both be eligible for election and have the right to vote in the election of shop steward(s), safety representative(s) and employee representatives on the board of directors, etc. according to collective agreement and/or practice as well as Danish and international legislation.

Tele/distance/homeworkers shall be included in any calculations for determining thresholds for the establishment of bodies with employee representation in accordance with collective agreement and/or practice and with Danish and international legislation.

Determining working time

The working time of tele/distance/homeworkers may be determined by agreement by either the enterprise and/or the employee himself/herself.

In cases where the employee's working time has been determined by the enterprise for performance of the work within a specified period, the general rules of the Collective Agreement concerning the placement of working time, overtime, etc., including payment of premiums and allowances, shall apply.

Where the employee determines the placement of working time, no separate inconvenience allowance, including overtime pay, shall be paid, except in specific cases where the enterprise instructs the employee to perform the work at a specified time.

Notice of tele/distance/homework

If tele/distance/homeworking is not part of the initial job description, a shorter notice may be determined by local agreement which deviates from the current individual notice of the tele/distance/homeworker in connection with any transition to tele/distance/homework. The same shall apply in connection with the employee's return to working at the employer's premises.

If the employee concerned is engaged to do tele/distance/homework, a shorter notice may be determined by local agreement which deviates from the current individual notice of that employee in connection with any transition to working at the employer's premises.

Such agreed deviations from notice periods shall be stated in the individual employee's employment contract.

The above section on shorter notice shall apply to employees covered by the Collective Agreement for Salaried Employees in Industry, unless a change of location of the workstation constitutes a significant change of terms.

Training

Tele/distance/homeworkers shall receive appropriate training in the use of the equipment made available and in the special conditions characterising this form of organisation of the work. The tele/distance/homeworker's supervisor and his/her direct colleagues may also need training for this form of work and its management.

Tele/distance/homeworkers shall have the same access to training and career development opportunities as comparable employees at the employer's premises, and they shall be subject to the same appraisal policies as these other employees.

Meetings and information

The employer shall ensure that measures are taken with a view to preventing tele/distance/homeworkers from being isolated from the rest of the working community at the enterprise, such as giving them the opportunity to meet with colleagues on a regular basis and access to information about the enterprise.

4. Equipment

The enterprise cannot without agreement with the other party put the employee to any expense in connection with the establishment and operation of the workstation for tele/distance/homework.

The specific terms in this connection shall be established before the tele/distance/homework is commenced, and it shall also appear either from the employee's employment contract or from a separate agreement.

Where tele/distance/homework is performed on a regular basis the employer shall compensate or cover all costs directly caused by the work, including in particular those relating to communication.

In accordance with the general principles of tort liability the employer shall cover all costs incurred in connection with any damage to the equipment and data used by the tele/distance/homeworker and any other financial losses resulting therefrom.

The employer shall provide the tele/distance/homeworker with a suitable technical support facility.

The tele/distance/homeworker shall take the necessary care of the equipment that has been made available to him/her and not collect or distribute any illegal material on the Internet.

5. Data protection

The employer is responsible for taking appropriate measures, particularly in connection with software, with a view to ensuring protection of the data the tele/distance/homeworker uses and processes in connection with his/her work.
The employer shall inform the tele/distance/homeworker of any relevant legislation and of the data protection rules of the enterprise. It is the tele/distance/homeworker's responsibility to comply with these rules.

The employer shall inform the tele/distance/homeworker in particular of:

- any restrictions on the use of IT equipment or tools such as the Internet, and
- any sanctions in the case of non-compliance.

6. Privacy

The employer shall respect the tele/distance/homeworker's right to privacy.

If any kind of monitoring system is established it shall be commensurate with the objective thereof and be introduced in accordance with Executive Order No. 1108 of 15 December 1992 issued by the Danish Working Environment Authority on work with display screen equipment.

7. Health and safety

The employer shall be responsible for the protection of the health and safety of the tele/distance/homeworker in accordance with the Danish working environment legislation.

The employer shall inform the tele/distance/homeworker of the policy of the enterprise on health and safety at work. The tele/distance/homeworker shall be under an obligation to apply such policy correctly.

In order to verify that the provisions on health and safety are correctly applied the employer, employee representatives and/or relevant authorities shall have access to the tele/distance/homeworker's workstation within the framework of national legislation and collective agreements. If the tele/distance/homeworker works at home, such access shall be subject to prior notification and the acceptance of the employee concerned. The tele/distance/homeworker shall be entitled to request inspection visits.

8. Coming into force

This Protocol shall come into force on 16 July 2005.

Any disagreement concerning the interpretation of the Protocol shall be considered according to the rules laid down in this Agreement for handling industrial disagreements.

Note The parties agree that the Protocol may be deviated from by local agreement in accordance with the provisions of the Industrial Agreement and the Collective Agreement for Salaried Employees in Industry. Such agreements shall, whether concluded prior to the Protocol coming into force or subsequently, respect the contents of the Protocol as a whole.

Copenhagen 2005

For DIO I For CO-industri

Appendix 14

Protocol on the EU Directive on mobile road transport activities

DIO I and CO-industri have made the below agreement with a view to implementing Council Directive 2002/15/EC on the organisation of the working time of persons performing mobile road transport activities.

Art. 1. Purpose
The purpose of this Agreement is to lay down rules on the organisation of the working time of persons performing mobile road transport activities to improve the protection of the health and safety of the persons involved and to improve the safety of transport and further align the conditions of competition.

Art. 2. Scope
The agreement shall apply to all employees employed by enterprises covered by this Collective Agreement and engaged in road transport activities covered by Council Directive (EEC) No. 3820/85 or the AETR Agreement.

For excepted road transport activities, see Article 4 of Council Directive (EEC) No. 3820/85.

To the extent this Organisation Agreement contains more specific provisions on mobile workers in road transport, it shall take precedence of the relevant provisions of Directive 93/104/EC that are implemented in this Agreement through Appendix 10.

Art. 3. Definitions
For the purposes of this Agreement:
(a) working time shall mean:
the time during which the mobile worker is at his/her workstation, at the disposal of the employer and exercising his/her functions or activities, that is to say the time taken to perform any road transport activities and the periods deemed to be working time under the Agreement, including for example waiting time in connection with loading and unloading.

The break times referred to in Article 5, the rest times referred to in Article 6 and the periods of availability referred to in (b) of this Article, shall be excluded from working time unless otherwise agreed.

(b) periods of availability shall mean:
Periods other than those relating to break times and rest times during which the mobile worker is not required to remain at his/her workstation, but must be available to answer any calls to start or resume driving or to carry out other work. In particular such periods of availability shall include periods during which the mobile worker is accompanying a vehicle being transported by ferryboat or by train as well as periods of waiting at frontiers and those due to traffic prohibitions.

In order to regard periods as periods of availability their placement and their foreseeable duration shall be known in advance by the mobile worker, that is to say either before departure or just before the actual start of the period in question.

For mobile workers driving in a team, the time spent sitting next to the driver or on the couchette while the vehicle is in motion shall be periods of availability.

(c) workstation shall mean:

- the location of the main place of business of the undertaking for which the person performing mobile road transport activities carries out duties, together with its various subsidiary places of business, regardless of whether they are located in the same place as its head office or main place of business,
- the vehicle which the employee performing mobile road transport activities uses when he/she carries out duties, and
- any other place in which activities connected with transportation are carried out.

(d) mobile worker shall mean:
any employee forming part of the travelling staff, including trainees and apprentices, who is in the service of an undertaking which operates transport services for passengers or goods by road for hire or reward or on its own account.

(e) person performing mobile road transport activities shall mean:
any mobile worker or self-employed driver who performs such activities.

(f) week shall mean:
the period between 00.00 hours on Monday and 24.00 hours on Sunday.

(g) night time shall mean:
the period between 00.00 hours and 05.00 hours.

(h) night work shall mean:
any work performed during night time.

Art. 4. Maximum weekly working time

The average weekly working time, including overtime, may not exceed 48 hours. However, the maximum weekly working time may be extended to 60 hours only if, over six months, an average of 48 hours a week is not exceeded.

Where the mobile worker performs work for different employers the work performed for other employers shall be included when calculating the working week.

Where the mobile worker performs work for different employers the employer shall ask the mobile worker concerned in writing for an account of time worked for another employer. The mobile worker shall provide such information in writing.

Art. 5. Breaks

The placement of one or more breaks shall be determined locally. Working time shall be interrupted by a break of at least thirty minutes, if working hours total between six and nine hours, and of at least forty-five minutes, if working hours total more than nine hours.

Breaks of at least thirty or forty-five minutes may be subdivided into breaks of at least fifteen minutes each.

The provisions of Regulation (EEC) No. 3820/85 and the AETR Agreement shall also apply.

Art. 6. Rest periods
The provisions on rest periods of Regulation (EEC) No. 3820/85 or, failing that, of the AETR Agreement shall apply to anyone who is covered by this Organisation Agreement.

Art. 7. Night work
If night work is performed, the daily working time shall not exceed ten hours in each twenty-four hour period.

Art. 8. Coming into force
This Organisation Agreement came into force on 23 March 2005.

Any disagreement concerning the interpretation of the Organisation Agreement shall be considered according to the rules laid down in this Collective Agreement for handling industrial disagreements.

Copenhagen May 2005

For DIO I For CO-industri

Appendix 15

Protocol on time off to perform union duties

The parties agree that DIO I shall recommend to its member enterprises that members of the Executive Committee and union committees of the Danish Association of Professional Technicians, of the sector board and union committees of HK/Industry, and the central management of CO-industri shall have the necessary time off to perform these duties. The unions shall notify DIO I of any elections that have taken place.

Appendix 16

EU Directive on proof of employment

1. On any engagement of employees for a period exceeding one month and with an average weekly working time exceeding eight hours an employment contract shall be drawn up, which shall be delivered not later than one month after the commencement of the employment relationship.
   The employment contract shall contain at least the same information as that shown in bold type in the employment contract reprinted as Appendix 21 to this Agreement.
2. Employees posted abroad for more than one month shall prior to departure, in addition to the information mentioned in paragraph (1), be informed in writing about:
   a. The duration of the work to be performed abroad;
   b. the currency in which the pay is to be paid;
   c. any benefits in cash or kind connected with the stay abroad;
   d. any terms and conditions relating to the employee's return to his/her home country,
   e. whether any steps have been taken to obtain a work permit, residence permit and EU certificates on social security in connection with posting abroad.
3. In the event of any changes in the information required to be given, cf. subclauses (1) and (2), written information hereof shall be given as soon as possible and not later than one month after the changes have become effective.
   However, this shall not apply if the change is the result of changes in Acts, administrative provisions, provisions regulated by bye-laws or any collective agreement referred to.
4. If the employment contract has not been delivered to the employee in connection with the expiration of the time limits specified in subclause (1), subclause (2) or the note, a fine may be imposed on the employer. The employer shall be notified of any breach. If any notified breach has not been rectified within five working days, proceedings shall thereafter be instituted against DIO I in writing. If any deficiencies in the employment contract have been rectified within five working days from receipt by DIO I, no fine may be imposed on the employer unless there is a systematic breach of the provision concerning contracts of employment.
   The employee shall in any event receive the above information about the employment relationship not later than fifteen days after the claim was made.

5. This Agreement, which shall be in force from 1 July 1993, replaces Act No. 392 of 22 June 1993.

Note on engagement rules
Should an employee engaged before 1 July 1993 want an employment contract, cf. subclause (1), and the employee makes a request to this effect, the employer shall submit the necessary information within two months of the request.
Appendix: Proof of employment - see Appendix 21.

Appendix 17

EU Directive on working time

The basis of this Protocol is EU Directive No. 93/104/EC of 23 November 1993 concerning certain aspects of the organisation of working time and Danish legislation, including in particular Danish working environment legislation and the Danish Holidays with Pay Act. This Protocol implements the above Directive.

The parties to the Collective Agreement understand by:
Article no. and title

2.1 Working time
Any period during which the employee is working and at the employer's disposal.
Ex. Hours during which an employee is on duty and which, for example, through telephone service are transferred to active time are deemed to be working time.

2.2 Rest period
Any period which is not working time.
Ex. Hours during which an employee is on duty outside the workplace and which are not transferred to work performed are deemed to be rest periods.
Travelling time to and from a workplace other than the permanent one is not deemed to be a rest period to the extent it exceeds the employee's normal daily travelling time to the workplace.
Breaks not paid for by the employer are deemed to be rest periods.

2.3 Night time
Night time shall be agreed at the individual enterprise.
Night time shall be seven hours and shall include the period from midnight to 05.00 a.m.
Unless locally agreed, night time shall be from 10.00 p.m. to 05.00 a.m.

2.4 Night worker
(a) Any employee who, during night time, works three hours of his/her daily working time as a normal course,
or,
(b) who performs night work for at least 300 hours within a period of twelve months.

Example 1
Any employee transferred to night work which is not permanent night work shall be regarded as a night worker when night work has been performed during the period stated in Art. 2.4 (b) - and shall be offered a medical examination before the employee has acquired the status of night worker.

Example 2
Any newly engaged employee who is either to work permanently on a night shift or who is to be employed in accordance with a work schedule which makes the employee a night worker shall be offered a medical examination before his/her engagement.

2.5 Shiftwork
Shiftwork shall mean work in shifts according to a work schedule where employees succeed each other at the same workstations and where the individual employee normally works at different times over a given period of days or weeks.

2.6 Shiftworker
Shiftworker shall mean any employee whose work schedule is part of shiftwork.

3. Daily rest period
Is covered by the current rules laid down in Part 9 of the Danish Working Environment Act and the associated Executive Order No. 1282 of 20 December 1996.
Where the daily rest period is reduced, postponed or cancelled under current Danish rules, a compensatory rest period shall be allowed.
This requirement shall be satisfied if within a period of four months there has been, on average, a rest period of at least eleven hours in every working period of twenty-four hours. Only twenty-four hour working periods are included in the calculation.

4. Breaks
The fixing of breaks shall be agreed at local level. If the daily working time is longer than six hours, either of the local parties may demand a break on normal working days. No break can be of less than ten minutes' duration.

5. Weekly rest period
Is covered by the current rules laid down in Part 9 of the Danish Working Environment Act and the associated Executive Order No. 1282 of 20 December 1996.
Where the weekly twenty-four hour rest period is postponed or cancelled under current Danish rules, a compensatory twenty-four hour rest period shall be allowed.
It may be agreed at local level that the weekly twenty-four hour rest period shall be changed. However, not more than seven days shall be allowed between two twenty-four hour rest periods.
DIO I and CO-industri may in accordance with a provision to this effect approve work schedules with up to twelve days between two twenty-four hour rest periods.

6. Maximum weekly working time
The average weekly working time, including overtime, shall not exceed forty-eight hours within a four-month period.

7. Annual holidays
Are covered by the current Danish Holidays with Pay Act and this Agreement.

8. Length of night work
The normal hours of work for night workers shall not exceed an average of eight hours in any twenty-four hour working period over a period of three months.
The weekly twenty-four hour rest period is not included in the calculation.
In the event of night work of a particularly risky nature, cf. section 57 of the Danish Working Environment Act, working time shall not exceed eight hours in any period of twenty-four hours.

9. Health assessment

The employees shall be offered a free health assessment before assignment to their night work as defined in this Agreement, and thereafter at regular intervals of less than three years.

Night workers suffering from health problems recognised as being connected with the fact that they perform night work shall be transferred whenever possible to day work.

10. Guarantees for night-time working

Are covered by existing legislation.

11. Notification of regular use of night workers

It is recommended to make preparations for the possibility of compiling statistical information about

- the number of night workers employed
- the number of hours worked by employed night workers on an annual basis

12. Safety and health protection

Is covered by the Danish Working Environment Act and the associated executive orders.

13. Pattern of work

Is covered by the Danish Working Environment Act and the associated executive orders and guidelines.

14. Specific provisions

Employees covered by other Community provisions which contain more specific requirements in the area concerning certain occupations or occupational activities, e.g. the travelling and rest period provisions, are not covered by this Protocol.

Regarding examples given in the Organisation Agreement:

The examples described in the Agreement are intended as a guide only and are therefore not exhaustive examples in relation to the individual article.

Appendix 18

EU Directive on notice, etc. in connection with collective redundancies

These rules came into force on 1 March 1998.

Scope
Clause 1.

Subclause (1)
This Protocol shall apply in relation to redundancies contemplated by an employer for one or more reasons not related to the individual employee concerned where the number of contemplated redundancies over a period of thirty days is:

1. at least 10 in enterprises normally employing more than 20 and less than 100 employees;
2. at least 10 per cent of the number of employees in enterprises normally employing at least 100 but less than 300 employees;
3. at least 30 in enterprises normally employing 300 employees or more.

Subclause (2)
For the purpose of calculating the number of redundancies provided for in subclause (1) other types of termination of employment contracts not related to the employee shall be included, including notice given by the employee himself/herself because of particularly favourable redundancy terms, provided that the number of redundancies under subclause (1) is at least 5.

Subclause (3)
This Protocol shall apply irrespective of whether the decision regarding collective redundancies is being taken by the employer or by an enterprise controlling the employer.

Subclause (4)
This Protocol shall not apply to:
1. redundancies effected under contracts of employment concluded for limited periods of time or for specific tasks except where such redundancies take place prior to the date of expiry or the completion of such contracts.
2. redundancies effected in respect of the crews of sea-going vessels.

Subclause (5)
Clauses 8 and 10 shall not apply to redundancies arising from termination of an the activities of an enterprise where that is the result of bankruptcy or a composition in liquidation proceedings under the rules of the Danish Insolvency Act.

Subclause (6)
The provisions of clause 6(2) and clause 7 on the obligation to notify the Employment Region of any contemplated redundancies shall not apply to redundancies arising from termination of the activities of an enterprise where that is the result of bankruptcy or a

composition in liquidation proceedings under the rules of the Danish Insolvency Act unless the Employment Region requests such notification.

Clause 2.

A workplace, cf. clauses 7, 8 and 10, shall mean a unit of the employer's business employing one or more of the employees employed by the enterprise. Where an enterprise has several workplaces in the same municipality, such workplaces shall be deemed to be one workplace.

Clause 3.

Subclause (1)
This Protocol does not change any existing individual periods of notice fixed by law, individual agreement or this Collective Agreement.

Subclause (2)
This Protocol does not apply to any labour-law rules on the legal consequences of collective industrial disputes.

Clause 4.

Executive Order No. 969 of 21 September 2006 on the Concept of Business and on the Calculation of the Number of Employees in Connection with Collective Redundancies shall apply to the area covered by this Collective Agreement until it is replaced by rules laid down in pursuance of Act No. 414 of 1 June 1994.

Obligation to consult, etc.
Clause 5.

Subclause (1)
Where an employer is contemplating redundancies pursuant to clause 1, the employer shall as soon as possible begin consultations with the employees in the enterprise or their representatives where representatives have been elected or appointed. The employees or their representatives may call upon the services of experts during the consultations.

Subclause (2)
The purpose of the consultations shall be to reach an agreement on how to avoid the contemplated redundancies or reduce their number and also on how to mitigate their consequences through activities aimed especially at redeploying or retraining employees made redundant.

Clause 6.

Subclause (1)
For use in the consultations pursuant to clause 5 the employer shall supply the employees in the enterprise or their representatives, where such representatives have been elected or appointed, with all relevant information of importance to the matter and shall in any event notify them in writing of:

1. the reasons for the contemplated redundancies;
2. the number and relevant categories of employees to be made redundant, and the period over which the projected redundancies are to be effected;
3. the number and categories of employees normally employed by the enterprise;
4. the criteria proposed for the selection of the employees to be made redundant;
5. whether the employees to be made redundant include employees having a right to redundancy payments, fixed by individual or collective agreement, and if so the method for calculating such payments.

Subclause (2)
Simultaneously with the notification in writing provided for in subclause (1) the employer shall forward a copy of the notification to the. Regional Labour Market Council.

Notice period, etc.
Clause 7.

Subclause (1)
Should the employer, after consultation in accordance with the rules laid down in clauses 5 and 6, still wish to effect redundancies covered by clause 1, the employer shall notify the Regional Labour Market Council.thereof in writing. Such notification shall be forwarded as soon as possible and not later than twenty-one days after the beginning of consultations in accordance with clause 5.

Subclause (2)
The notification provided for in subclause (1) shall contain all information of importance to the consideration of the matter concerning the contemplated redundancies and the consultations mentioned in clause 5, particularly the reasons for the redundancies, the number of employees normally employed by the enterprise and the period over which the projected redundancies are to be effected.

Subclause (3)
The employer shall as soon as possible and not later than ten days after submission of the notification in accordance with subclause (1) notify the Regional Labour Market Council.of the persons to be made redundant. At the same time or earlier the employer shall notify the persons concerned.

Subclause (4)
The employer shall as soon as possible notify the Regional Labour Market Council.of the final outcome of the consultations mentioned in clause 5.

Subclause (5)
Simultaneously with the notifications provided for in subclauses (1) and (4) the employer shall submit a copy thereof to the employees in the enterprise or to their representatives where such representatives have been elected or appointed, who may then submit any comments they might have to the Regional Labour Market Council. A copy thereof shall be submitted to the employer.

Clause 8.

Subclause (1)
Redundancies of which notification has been submitted in accordance with clause 7(1) shall take effect not earlier than thirty days after submission of the notification to the Regional Labour Market Council

Subclause (2)
Where the number of redundancies covered by clause 1 is at least 50 per cent of the number of employees at a workplace, cf. clause 2, and at least 100 employees are normally employed by the workplace, such redundancies shall not have effect for employees who have a right to notice in accordance with the provisions of the Collective Agreement until eight weeks after submission of the notification to the Regional Labour Market Council at the earliest.

Duty of confidentiality
Clause 9.

Employees at the enterprise or their representatives and the experts mentioned in clause 5(1) as well as the employer and his representative shall not disclose any information expressly given as confidential under this Protocol.

Allowance
Clause 10.

Subclause (1)
An employer who in connection with redundancies covered by clause 1 fails to begin consultations with the employees under clause 5 or who fails to submit a notification to the Regional Labour Market Council in pursuance of clause 7 shall pay the employees concerned an allowance. Such allowance shall be an amount which for the individual employee is equal to thirty days' pay from the time of notice of termination. Any pay that the employee has received during any individual period of notice shall be deducted from the allowance.

Subclause (2)
Where the number of redundancies is at least 50 per cent of the number of employees at a workplace, cf. clause 2, and at least 100 employees are normally employed by the workplace, the allowance mentioned in subclause (1) shall for each employee who at the time of notice of termination has nine months' seniority according to the provisions of the Collective Agreement be an amount equal to eight weeks' pay from the time of notice of termination. Any pay that the employee has received during any individual period of notice shall be deducted from the allowance.

Penal provisions
Clause 11.

Subclause (1)
On any imposition of a fine for violation by enterprises of the provisions laid down in clauses 5, 6 and 7, the Danish Industrial Court shall take as its basis the practice developed by the ordinary courts of law in the field.

Subclause (2)
If the violation has been committed by a company, an association, an independent institution, a foundation or the like, the legal person as such may be held liable to pay a fine.

Subclause (3)
The organisations cannot be held liable in connection with cases involving violation of the provisions of the agreement.

Clause 12.

In cases involving violations of this Agreement, the employer cannot claim that the enterprise which has made the decision on collective redundancies has not given the employer the necessary information.

Appendix 19

EU Directive on the protection of young people at work

DIO I and CO-industri have entered into the following agreement with a view to implementing Council Directive 94/33/EC of 22 June 1994 on the protection of young people at work.
The agreement is based on existing rules, including in particular the provisions laid down in the Danish Working Environment Act on young persons under 18 years of age.
The parties agree as follows:

Art. 1 Purpose

This provision is implemented in specific directive rules as set out below, for which reason no separate implementation is required.

Art. 2 Scope

Reference is made to the provisions on children and young persons under 18 years of age in the provisions laid down from time to time in the Danish Working Environment Act and the associated executive orders.

Art. 3 Definitions

(a) 'young person' shall mean any person under 18 years of age.
(b) 'child' shall mean any young person of less than 15 years of age or any young person who is still subject to compulsory full-time schooling under Danish law.
(c) 'adolescent' shall mean any young person of at least 15 years of age but less than 18 years of age who is no longer subject to compulsory full-time schooling under Danish law.
(d) 'Light work': Reference is made to the provisions laid down from time to time in the Danish Working Environment Act and the associated executive orders.
(e)+(f) 'Working time' and 'rest period': Reference is made to clauses 2.1 and 2.2 in the Organisation Agreement on the implementation of the EU Directive on working time.

Art. 4 Prohibition of work by children

Subart. 1 Young persons of at least 15 years of age may perform vocational work on the terms and conditions laid down in this Protocol.
Subart. 2(a) However, children of at least 14 years of age may work in an enterprise under an apprenticeship training or in-plant work-experience scheme.
Subart. 2(b) Children of at least 13 years of age may perform light work, cf. the provisions laid down from time to time in the Danish Working Environment Act and the associated executive orders.

Art. 5 Cultural and similar activities

Reference is made to the provisions laid down from time to time in the Danish Working Environment Act and the associated executive orders.

Art. 6 General obligations on employers

Subart. 1 To be implemented by legislation.

Subart. 2 Young persons whose work is found to involve a risk to their safety, physical or mental health or development shall be ensured an appropriate free assessment and monitoring of their health at regular intervals.
This shall apply despite the placement of the working time.
Within the meaning of this article 'at regular intervals' shall mean at least once every eighteen months.

Art. 7 Vulnerability of young people - Prohibition of work

Subart. (1)-(2) To be implemented by legislation.

Subart. 3 Reference is made to the executive order in force from time to time on dangerous work by young persons which exempts apprentices from certain rules on safety and health.

Art. 8 Working time

Subart. 1(a) Apprentices who have not attained the age of 15 shall not work for more than a total of eight hours a day and forty hours a week.

Subart. 1(b) As to the working time for children performing work outside the hours fixed for school attendance, reference is made to the Danish Working Environment Act and the associated executive orders (section 59(1) in particular).

Subart. 1(c) In holiday periods of at least one week's duration the working time for children shall not exceed seven hours per day and thirty-five hours per week.

Subart. 2 Working time for adolescents, including apprentices, shall not exceed eight hours per day and forty hours per week.

Subart. 3 The time spent by apprentices on attending school for compulsory training shall be counted as working time.

Subart. 4 Where a young person is employed by more than one employer, working time shall be accumulative in relation to this Protocol.

Subart. 5 The parties to the Collective Agreement may permit a longer working time for apprentices and other young persons between 15 and 17 years of age either by way of exception or where this is justified on objective grounds.

Art. 9 Night work

Reference is made to the Danish Working Environment Act and the associated executive orders.

Art. 10 Rest period

Subart. 1 As regards adolescents, reference is made to the rules laid down from time to time in the Danish Working Environment Act and the associated executive orders.
However, children shall be allowed a minimum rest period of fourteen consecutive hours for each twenty-four hour period.

Subart. 2 For each seven-day period young persons under 18 years of age shall be allowed a minimum rest period of two days, which shall be consecutive if possible. Where justified by technical or organisation reasons, this rest period may be reduced to thirty-six hours. The rest period shall, in principle, include Sunday.

Art. 11 Annual rest period (Annual holidays)

To be implemented by legislation.

Art. 12 Breaks

Children and young persons who have not attained the age of 18 shall have a break of at least thirty minutes which shall be consecutive if possible where the daily working time is more than four and a half hours.

Art. 13 Work by adolescents in the event of force majeure

For young persons having attained the age of 15 exemptions from the rules on working time, the daily rest periods and breaks may be authorised provided that such work is of a temporary nature, that it must be performed immediately, that adult employees are not available, and that the persons concerned are allowed equivalent compensatory rest time within three weeks.

Art. 14 Measures

Failure to comply with the provisions of this Protocol can be dealt with under the rules for handling industrial disagreements.

Art. 15 Adaptation of the Annex

To be implemented by legislation.

Art. 16 Non-reducing clause

To be implemented by legislation.

Art. 17 Final provisions

The Protocol shall come into force on the adoption of the Collective Agreement. However, no industrial proceedings may be instituted under the rules for handling industrial disagreements because of violation of the Directive until after 2 May 1995.

Appendix 20

EU Directive on foreign workers' pay and working conditions in connection with performance of work in Denmark

Section A

Between the parties to the Collective Agreement, the following agreement has been made concerning the handling of disagreements about foreign workers' pay and working conditions in connection with their performance of work in Denmark:

1. Both CO-industri and CO-industri's member organisations shall immediately contact DIO I if they become aware of matters which are likely to lead to problems or disagreement. Similarly, DIO I shall contact CO-industri immediately.

2. Such contacts shall result in an immediate meeting between the parties to the Collective Agreement.
   Representatives of the parties involved, including the unions, may participate.

3. All relevant background information shall be submitted or provided as soon as possible.

4. Members of DIO I employing foreign labour shall adapt the pay of such labour to the pay level of the enterprise. In addition, all other terms and conditions according to the Collective Agreement shall be complied with.

5. Where a foreign enterprise is involved in contract work for an enterprise, which is a member of DIO I, and where the enterprise concerned is not covered by a collective agreement, DIO I/CO-industri shall attempt to reach a solution by negotiation.

   The parties agree that in such situations the enterprise may be admitted to membership of DIO I or any other member organisation of the Danish Employers' Confederation even though a conflict has been announced or an actual notice of conflict has been given. If the conflict has been established, clause 2(6) of the Main Agreement shall apply. The unions shall give not less than fourteen calendar days' notice of conflict. A copy shall be submitted to DIO I.

6. If, during the negotiations or thereafter, the foreign enterprise is admitted to membership of DIO I, the pay level shall be adapted, possibly in cooperation with the organisations.

Section B

The parties to the Collective Agreement agree that for the purposes of the second indent of article 3(1) of Directive 96/71/EC of the European Parliament and of the Council of 16 December 1996 concerning the posting of workers in the framework of the provision of

services (the Directive), the Directive shall only apply within the areas mentioned in item (1) of Section B of this Protocol.

The parties to the Collective Agreement further agree:

1. that to the extent the Collective Agreement for Salaried Employees covers areas comprised by the Annex, reprinted in Directive 96/71/EC of the European Parliament and of the Council of 16 December 1996 concerning the posting of workers in the framework of the provision of services, the rules laid down in the Collective Agreement for Salaried Employees and the local agreements and customs applicable at the Danish enterprise in which the posted foreign worker performs his/her work shall be complied with in relation to the workers performing work within these areas in Denmark in connection with the provision of services.

2. that any disagreement concerning the working and employment conditions of workers posted in Denmark within the areas mentioned in item (1) of Section B of this Protocol, shall be dealt with in accordance with the provisions of Section A of this Protocol and the rules for handling industrial disagreements laid down by the Collective Agreement.

Appendix 21

EU Directive on parental leave

DIO I and CO-industri (Central Organisation of Industrial Employees in Denmark) have entered into the agreement below with a view to implementing the European Parliament and the Council's Directive 2010/18/EU of 8 March 8 2010 on implementation of the revised framework agreement regarding parental leave as agreed by BUSINESSEUROPE, UEAPME, CEEP and EFS, and on annulment of Directive 96/34/EF (2012/18).

The agreement replaces organisation agreement of 22 March 1998 regarding the implementation of EU Directive on parental leave.

Clause 1 Area of application
This agreement shall apply to all wage earners, men as well as women, who perform work comprised by the industrial agreements.

Clause 2 Notification of leave
A male wage earner wishing to commence parental leave already within the first eight weeks after the birth or reception of the child shall no later than three weeks before the commencement or expected commencement of the absence inform his employer about this and the length of absence.
If the deadlines for notification of parental leave established in the current agreement or by legislation are not observed, the requested leave cannot begin before the expiration of the established deadlines counting from the date of the notification unless another arrangement has been agreed by the enterprise and the individual employee.

Clause 3 Encouragement to maintain contact during the leave
In order to promote a better balance between working life and personal life, wage earners and enterprises are encouraged to maintain contact during the leave and prepare the recommencement of work upon agreement between the affected parties.

Clause 4 The right to request changed working hours
On his or her return from parental leave, the wage earner can ask the employer for changed working hours and/or patterns for an agreed, limited period.
The employer shall consider and respond to such request in writing considering the needs of both employer and wage earner.

Clause 5 Payment during leave
Payment during the leave shall follow the rules established in the collective agreements and by Danish law.

Clause 6 Leave periods
The length of leave periods shall follow the rules established by Danish law.

Clause 7 Time off from work due to force majeure
An employee shall be entitled to take time off from work due to force majeure in the event that compelling family reasons such as illness or accident make the immediate presence of the employee urgently necessary. The time off shall be unpaid unless some other arrangement has been agreed individually or as a consequence of local agreements or standard practice.
This provision does not affect the application of other rules on absence.

Clause 8 Care of seriously ill, close relatives
In relation to the rules in Consolidation Act on Social Services, Part 22, on assistance in connection with the care of seriously ill persons in their home etc., the parties agree that requests for leave shall be met to the extent possible for employees wishing to care for close relatives.

Clause 9 Handling of disputes
Disputes on these provisions shall be handled pursuant to normal labour-law rules. DIO I and CO-industri agree that disputes on these provisions shall not be subject to civil-law handling.

Clause 10 Sanctions
DIO I and CO-industri agree that the system of labour law provides the necessary means for wage earners and their representatives to ensure the enforcement of the agreement.

Clause 11 Implementation
The organisation agreement takes effect on the same date as the Danish legislation that implements Directive 1010/18/EU of 8 March 2010 on implementation of the revised framework agreement.
In the event of termination of the collective agreement, the parties shall be obliged to observe the provisions regarding the implementation of Directive 2010/18/EU until another collective agreement takes over, or the Directive is modified. The parties agree that dispute in connection with this implementation agreement is not an option. In this context, it is of minor consequence whether the negotiation text is placed in the collective agreement or in a separate organisation agreement. However, changes can be negotiated in the normal way, but can never reduce the minimum regulations of the Directive.

Copenhagen, 30 May 2012

For DIO I/DI For CO-industri

Appendix 22

EU Directive on part-time work

DIO I and CO-industri have entered into the below agreement with a view to implementing Council Directive 97/81/EC of 15 December 1997 on the framework agreement on part-time work concluded by UNICE, CEEP and the ETUC.
The parties to the Collective Agreement agree:

- that the agreements made between the parties are not in contravention of the provisions of the aforesaid Directive
- that the Organisation Agreement implements the aforesaid Directive.

Clause 1. Purpose

The purpose of the Directive is:

(a) to provide a basis for elimination of discrimination and improvement of the quality of part-time work

(b) to facilitate development of part-time work on a volunteer basis and contribute to a flexible organisation of working time in a way that takes account of the needs of the employers and the employees.

Clause 2. Scope

This Agreement shall apply to all employees covered by the part-time provisions of one of the collective agreements made between the parties.

Clause 3. Definitions

A part-time employee shall mean:
An employee whose normal hours of work calculated on a weekly basis or as an average over a period of employment of up to one year amount to less than the normal hours of work for a comparable full-time employee.

A comparable full-time employee shall mean:

A full-time employee in the same enterprise who has the same type of employment contract or employment relationship and who is engaged in the same or similar work/occupation. Such comparison shall be made considering matters such as, for instance, seniority, qualifications and skills.

Where there is no comparable full-time employee in the same enterprise, the comparison shall be made with a full-time employee covered by one of the collective agreements made between the parties.

Clause 4. Principle of non-discrimination

In respect of employment conditions, part-time employees shall not be treated in a less favourable way than comparable full-time employees solely because they work part-time unless different treatment is justified on objective grounds.
The principle of proportional pay and proportional rights shall apply to the area covered by this Agreement.

Where expedient and where this is justified on objective grounds, the parties may make the right to certain employment conditions subject to conditions such as seniority, working time and earnings.

Clause 5. Possibilities of part-time work

In relation to the purpose of this agreement, cf. clause 1, and the principle of non-discrimination, cf. clause 4, the parties agree as follows:
If the parties identify obstacles that may limit the possibilities of part-time work, such obstacles shall be reconsidered with a view to elimination.

In so far as possible and subject to a collective agreement, practice, etc. the employer shall, within the framework of the provisions concerning part-time employees in the collective agreement which covers the employment, take the following into account:

(a) requests from employees to transfer from full-time employment to part-time employment that becomes available in the enterprise;
(b) requests from employees to transfer from part-time employment to full-time employment or to increase their working time should the opportunity arise;
(c) the provision of timely information on the availability of part-time and full-time positions in the enterprise;
(d) measures to facilitate access to part-time work for employees covered by this Agreement and where appropriate to facilitate access by part-time employees to vocational training to enhance their career opportunities and occupational mobility;
(e) the provision of appropriate information to existing bodies representing employees about part-time working in the enterprise.

Clause 6. Final provisions

This Agreement shall not affect the protection enjoyed by part-time employees in accordance with the collective agreements made between the parties.

Provisions regarding part-time employees' right to special employment conditions shall be reviewed periodically having regard to the principle of non-discrimination, cf. clause 4.

This Agreement shall apply subject to more specific Community provisions.

The Organisation Agreement shall enter into force on 1 January 2001. No industrial proceedings may be instituted under the rules for handling industrial disagreements until after this date. However, this shall not apply to violation of the provisions of the Collective Agreement.

In the event that the Agreement is terminated, the parties shall comply with the provisions regarding the implementation of Council Directive 97/81/EC of 15 December 1997 on the framework agreement on part-time work concluded by UNICE, CEEP and the ETUC until it is replaced by another collective agreement or until the Directive is amended. The parties agree that there shall be no right to start a conflict in connection with the implementation agreement.

Appendix 23

EU Directive on fixed-term work

Implementation of Council Directive 1999/70/EC of 28 June 1999 on the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP.
DIO I and CO-industri have entered into the below agreement with a view to implementing Council Directive 99/70/EC of 28 June 1999 on the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP.

The parties to the Collective Agreement agree:

- that the agreements made between the parties are not in contravention of the provisions of the aforesaid Directive, and
- that the Organisation Agreement implements the aforesaid Directive.

Clause 1. Purpose

The purpose of the Agreement is
(a) to improve the quality of fixed-term work by eliminating discrimination
(b) to establish a framework to prevent abuse arising from the use of successive fixed-term employment contracts or relationships.

Clause 2. Scope

This Agreement shall apply to all fixed-term employees covered by one of the collective agreements made between the parties.
The Agreement shall not apply to
a. employees undergoing vocational basic training or apprenticeship training, or
b. persons placed by a temporary agency at the disposal of a user enterprise.

Clause 3. Definitions

For the purposes of this Agreement:

1. 'fixed-term employee' shall mean: a person having an employment contract or relationship entered into directly between an employer and an employee where the end of the employment contract or relationship is determined by objective conditions such as reaching a specific date, completing a specific task, or the occurrence of a specific event.

2. 'a comparable permanent employee' shall mean: an employee with an employment contract or relationship of indefinite duration, in the same enterprise, engaged in the same or similar work/occupation, due regard being given to qualifications/skills.

   Where there is no comparable permanent employee in the same enterprise, the comparison shall be made with a full-time employee covered by one of the collective agreements made between the parties.

Clause 4. Principle of non-discrimination

In respect of employment conditions, fixed-term employees shall not be treated in a less favourable way than comparable permanent employees solely because they have a fixed-term contract and the different treatment is not justified on objective grounds.
The principle of proportional pay and proportional rights shall apply to the area covered by this Agreement.
The provisions of the collective agreements made between the parties, according to which specific length-of-service qualifications are required in relation to particular conditions of employment, shall be the same for fixed-term and permanent employees except where different length-of service qualifications are justified on objective grounds.

Clause 5. Measures to prevent abuse

To prevent abuse arising from the use of successive fixed-term employment contracts or relationships the renewal of such contracts or relationships shall be justified on objective grounds such as the circumstances of the enterprise or the nature of the work or the circumstances specific for the industry or the circumstances of the employee.

Clause 6. Information and employment opportunities

Employers shall inform fixed-term employees about vacancies which become available in the enterprise to ensure that they have the same opportunity to secure permanent positions as other employees within the scope of the Agreement.
Such information may be provided in person, through the relevant shop steward(s) at the enterprise and/or by way of an announcement at one or more suitable places in the enterprise.
As far as possible, employers shall facilitate access by fixed-term employees to appropriate training opportunities to enhance their skills, career opportunities and occupational mobility.

Clause 7. Information and consultation

Fixed-term employees shall be taken fully into consideration in calculating the threshold above which employees' representative bodies provided for by collective agreements, law, etc. may be constituted in the enterprise as required by national provisions or Community law.

Under the agreements made between the parties, legislation, etc. the employer shall be under an obligation to provide information about fixed-term employment.

Clause 8. Final provisions
Appendix 20
This Agreement shall not affect the protection enjoyed by fixed-term employees in accordance with the collective agreements made between the parties.
This Agreement shall apply subject to more specific Community provisions.

The Organisation Agreement shall enter into force on 10 July 2002. No industrial proceedings concerning the interpretation of this Agreement may be instituted under the rules for handling industrial disagreements until after this date. However, this shall not apply to violation of the provisions of the Collective Agreement.

In the event that the agreement is terminated, the parties shall comply with the provisions regarding the implementation of Council Directive 99/70/EC of 28 June 1999 on the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP until it is replaced by another collective agreement or until the Directive is amended. The parties agree that there shall be no right to start a conflict in connection with the implementation agreement.

Appendix 24

Proof of employment relationship

Appendix 25

Agreement on holiday transfer

Appendix 26

Protocol on the implementation of the provisions on age and disability in Council Directive 2000/78/EC of 27 November 2000

DIO I and CO-industri have entered into the below agreement with a view to implementing the provisions on age and disability in Council Directive 2000/78/EC of 27 November 2000.

The parties agree as follows:

- That the agreements made between the parties are not in contravention of the provisions on age and disability of the aforesaid Directive. To the extent the agreements of the parties contain differing provisions on age and disability, the parties agree that this is covered by the below considerations;
- That the Organisation Agreement implements the provisions on age and disability of the aforesaid Directive.

Clause 1. Purpose

The purpose of this Agreement is to prevent non-objective discrimination as regards employment on grounds of age or disability.

Clause 2. Scope

This agreement shall apply to all employees covered by the collective agreements made between DIO I and CO-industri.

Clause 3. Equal treatment

The parties agree that there must be no age or disability discrimination of employees or applicants for vacant positions in connection with employment, dismissals, transfers, promotion or as regards pay and employment conditions, access to vocational training and retraining, cf. clauses 4 and 5.

Subclause (2)
The parties agree that the term 'discrimination' shall be interpreted as follows:

A) Direct discrimination: Direct discrimination shall be taken to occur where one person is treated less favourably on grounds of age or disability than another is, has been or would be treated in a comparable situation.

B) Indirect discrimination: Indirect discrimination shall be taken to occur where an apparently neutral provision, criterion or practice would put persons having a particular age or a particular disability at a disadvantage compared with other persons. However, this shall not apply if that provision, criterion or practice is objectively justified by a legitimate aim and the means of achieving that aim are appropriate and necessary or constitute an appropriate measure in line with the principles contained in clause 6 of the agreement in order to eliminate disadvantages entailed by such provision, criterion or practice.

C) Harassment: Harassment shall be deemed to be a form of discrimination, when unwanted conduct related to a person's age or disability takes place with the purpose or effect of violating the dignity of a person and of creating an intimidating, hostile, degrading, humiliating or offensive environment of that person.

D) Instruction to discriminate: An instruction to discriminate against a person on the grounds of age or disability shall be deemed to be discrimination.

Clause 4. Special considerations concerning disability

The parties agree that in order to guarantee compliance with the principle of equal treatment in relation to persons with disabilities, reasonable accommodation shall be provided.

This means that employers shall take appropriate measures, where needed in a particular case, to enable persons with disabilities to have access to, participate in, or advance in employment, or to undergo training, unless such measures would impose a disproportionate burden on the employer. This burden shall not be disproportionate when it is sufficiently remedied by measures existing within the framework of the Danish disability policy.

However, neither recruitment, promotion, maintenance in employment nor training of an individual who is not competent, capable and available to perform the essential functions of the post concerned or to undergo the relevant training can be required.

Clause 5. Special considerations concerning age

The parties agree that differences of treatment on grounds of age shall not constitute differences of treatment according to the Agreement, if they are objectively and reasonably justified by legitimate employment policy, labour market and vocational training objectives, and if the means of achieving the objective concerned are appropriate and necessary.

Such differences of treatment may include, among others:

(a) the setting of special conditions on access to employment and vocational training, employment and occupation, including dismissal and remuneration conditions, for young people, older employees and persons with caring responsibilities in order to promote their vocational integration or ensure their protection;

(b) the fixing of minimum conditions of age, professional experience or seniority in service for access to employment or to certain advantages linked to employment;

(c) the fixing of a maximum age for recruitment which is based on the training requirements of the post in question or the need for a reasonable period of employment before retirement.

Differences of treatment are legitimate where they are the result of the fixing for occupational social security schemes of ages for admission or entitlement to retirement or invalidity benefits, including the fixing under those schemes of different ages for employees or groups or categories of employees. Furthermore, the use, in the context of such schemes, for example labour market pension schemes and work-based insurances,

where the employer pays or makes all or part of the contributions to the scheme, of age criteria in actuarial calculations does not constitute discrimination on the grounds of age, provided that this does not result in discrimination on the grounds of sex.

Clause 6. Burden of proof

When persons who consider themselves wronged, cf. clauses 2-5, establish facts from which it may be presumed that there has been direct or indirect discrimination, it shall be for the opponent to prove that there has been no breach of the principle of equal treatment.

Clause 7. Rules for handling industrial disagreements

Any disagreements on differences of treatment as a result of age and/or disability shall be dealt with according to the usual rules for handling industrial disagreements. This shall apply to both proceedings instituted in pursuance of this Agreement and proceedings instituted in pursuance of the enabling act, cf. clause 8 of this Agreement.

Clause 8. Coming into force

This Agreement shall come into force simultaneously with the coming into force of the enabling act that is expected to be adopted for implementation of the provisions on age and disability of the Directive. No industrial proceedings concerning the interpretation of this Agreement may be instituted under the rules for handling industrial disagreements until after this date.

If a future implementation act significantly changes the assumptions of or establishes requirements or criteria that deviate from corresponding provisions in this Agreement, the parties - DIO I and CO-industri - shall discuss the consequences thereof with a view to restoring the original agreement to the extent it is technically and legally possible.

Clause 9. Final comments

The parties agree that there shall be no right to start a conflict in connection with this implementation agreement.

This Agreement shall apply subject to more specific Community provisions.
In the event that the Agreement is terminated, the parties shall comply with the provisions regarding the implementation of Council Directive 2000/78/EF of 27 November 2000, until it is replaced by another collective agreement or until the coming into force of amendments to the Directive on age and disability.

Note
The parties agree that discrimination in violation of appendix 26 will usually refer to specific individual violation that may be sanctioned with compensation to be paid to the employee.

The parties take it for granted that this compensation is determined in accordance with the compensation level established by the Supreme Court in relation to the Anti-Discrimination Act, cf. UfR 2013.2575 H and others.

The parties agree that claims for compensation for specific individual violation are referred to arbitration and that such breaches cannot be brought before the Labour Court.

Copenhagen, 2 October 2004

For DIO I For CO-industri

Appendix 27

Protocol on the implementation of the Consolidation Act on Equal Pay to Men and Women et al.

Clause 1.

No gender discrimination with regards to remuneration may take place in contravention of the rules in this Agreement. This applies to both direct and indirect discrimination.

(2)

All employers shall offer men and women equal pay, including equal pay elements and pay conditions, for the same work or work given the same value. Particularly when a professional qualification system is used to establish the pay, this system shall be based on the same criteria for male and female employees and be designed in a way that it excludes discrimination on grounds of gender.

(3)

The evaluation of the value of the work shall take place on the basis of a general evaluation of relevant qualifications and other relevant factors.

Clause 1 a.

Direct discrimination shall exist where a person on grounds of gender is being treated worse than another person is, has been, or will be treated in a corresponding situation. Any form of inferior treatment of a woman in connection with pregnancy and during a woman's 14 weeks of absence after childbirth is considered direct discrimination.

(2)

Indirect discrimination shall exist where an apparently neutral provision, criterion or practice disadvantages persons of one gender compared with persons of the other gender unless that provision, criterion or practice is justified by objective factors and the means to fulfil it are appropriate and necessary.

(3)

Remuneration is the normal basic or minimum pay and all other remunerations that as a consequence of the employment the employee receives directly or indirectly from the employer as money or provisions.

Clause 2

An employee whose remuneration is lower than that of others in contravention of clause 1 shall be entitled to the difference.

(2)

An employee whose rights have been violated as a consequence of payment discrimination on grounds of gender can be awarded compensation.
The compensation is established considering the employee's seniority and the general circumstances.

In principle, the compensation is exhaustive. The parties, however, further agree that the Equal Pay Council established by DI and CO-industri can mete out a fine where there is violation of the rule concerning the preparation of gender-segregated equal wage statistics/equal pay report, cf. below in clause 4, or in the event of special circumstances.

Claims for fines cf. subclause 2 shall be laid forward at the organisation meeting at the latest, cf. the disputes procedures. After this it is no longer possible to claim a fine unless there are new violations of clause 4 or new information has been presented to support an assumption of systematic discrimination.

(3)
In the event that a dispute contains elements that shall be considered pursuant to the rules in the Cooperation Agreement, cf. below in (4) of clause 4, it can be handled in the Equal Pay Council in its entirety instead of in the Cooperation Council in accordance with the principle on the unified sanction system.

Clause 2 a.
An employee has a right to pass on information relating to his or her own wage conditions. This information may be passed on to any person.

Clause 3
An employer shall not be allowed to dismiss or subject an employee, including an employee representative, to other unfavourable treatment by the employer as a reaction to a complaint, or because the employee or employee representative has put forward a claim for equal pay, including equal pay conditions or for passing on information on pay. An employer shall not have the right to dismiss an employee or an employee representative for having put forward a claim laid down in (1) of clause 4.

(2)
It is incumbent upon the employer to prove that a dismissal has not been effected in contravention of the rules laid down in (1). However, if the dismissal occurs more than 1 year after the employee has put forward a claim for equal pay, the first sentence shall only apply where the employee establishes facts which give cause for presuming that the dismissal has taken place in contravention of (1).

(3)
A dismissed employee may require compensation or reemployment. Any reemployment takes place in accordance with the principles of the Main Agreement. The compensation is established considering the employee's seniority and the general circumstances of the case.

Clause 4
An employer with a minimum of 35 employees shall each year prepare gender-segregated wage statistics for groups of a minimum of 10 persons of each sex calculated on the basis of the 6- digit DISCO code for the purpose of consulting and informing the employees of wage gaps between men and women in the enterprise. However, this does not extend to companies in the fields of farming, gardening, forestry and fisheries. If the gender-segregated wage statistics are received confidentially for the good of the company's legitimate interests, the information must not be passed on.

(2)
The gender-segregated wage statistics under (1) shall be calculated for employees' groups with a degree of detail corresponding to the 6-digit DISCO code. The employer also has a duty to give an account of the design of the statistics and for the wage concept applied.

(3)
Enterprises that make notification to the annual wage statistics of Statistics Denmark may obtain, without charge, gender-segregated wage statistics under (1) from Statistics Denmark.

(4)
The employer's obligation to prepare gender-segregated wage statistics under (1) shall lapse if the employer enters into an agreement with the employees in the enterprise to prepare a report. The report is required to contain a description of the terms which are of significance to the payment of men and women in the enterprise as well as specific action-oriented initiatives which may run for a course of 3 years, and the more specific follow-up on this in the period of the report. The report is required to comprise all the employees of the enterprise and is required to be considered in accordance with the rules laid down in the Cooperation Agreement. The report is required to be prepared, at the latest, before the expiry of the calendar year in which the duty to prepare gender-segregated wage statistics existed.

Clause 5

An employee who finds that the employer does not comply with the duty to offer equal pay, including equal pay conditions under this Agreement may bring legal action to establish the claim.

(2)
Where a person who finds that he or she has been discriminated against, cf. clause 1, establishes facts which give cause for presuming that direct or indirect discrimination has taken place, it is incumbent on the other party to prove that the principle of equal treatment has not been violated.

Clause 6

Wherever the union find grounds to take legal action pursuant to the above rules, a survey of the enterprise may take place with the participation of the organisations before the issue is handled, pursuant to the disputes procedures.

(2)
In equal pay cases subjected to disputes procedures it shall be determined at the conciliation meeting, or prior to this, which information should be handed over to the union with a view to evaluating the case.

The parties agree that the equal pay act hereafter is not applicable to employments comprised by the collective agreements between them and that disputes regarding equal pay shall be referred to the dispute resolution system.

The sides furthermore agree to incorporate into this agreement moderations of the equal pay act as a consequence of any changes in EU obligations.

Copenhagen, 22 February 2010

Appendix 28

Protocol on electronic documents

The parties agree that the enterprises, as valid discharge, will issue holiday cards and payslips and any other documents to be exchanged during or after the current employment, by means of available, electronic mail solutions such as e-Boks or email.

However, the company can agree with the individual employee that the electronic solution is not used.

If the employee is exempted from receiving digital mail from public authorities, the electronic solution is not used.

Copenhagen, 12 February 2017

For DI Overenskomst I v / DI

For CO-industri

Appendix 29

Protocol on the understanding of clause 11 (2) on systematic overtime

The parties have discussed the understanding of clause 11 (2) on systematic overtime (The provision comes from Protocol No. 9 on Systematic overtime from OK 2017)

The parties agree that the idea behind the described model has been to allow enterprises with varying production needs, in cases where the local parties have unsuccessfully sought to achieve a local agreement on varying weekly working hours, to notify systematic overtime in such a way that the systematic overtime is being compensated by time off within a period of maximum 12 months.

The parties agree to make it clear that the model cannot be used as a permanent extension of the enterprise's production capacity, for example in the form of a fixed 42-hour working week with continuous time off in lieu unless the local parties agree.

The parties also agree to make it clear that it is not a rolling 12-month settlement period according to the same principle that applies for taking time off for other overtime in cases with a rolling 4-month period. On the contrary, it is a period of maximum 12 months from the establishment of the systematic overtime within which the systematic overtime must be taken as time off. If the systematic overtime is discontinued before the expiration of the 12-month period, the overtime is considered offset, and a new 12-month period will be announced at the notice of new systematic overtime.

Copenhagen, 23 February 2017

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