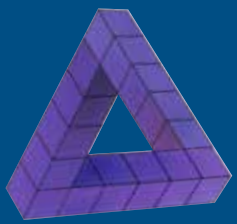
COLLECTIVE AGREEMENT

FOR SALARIED EMPLOYEES IN INDUSTRY

2012–2014



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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 2012-2014 (*Industriens Funktionæroverenskomst 2012-2014)*. 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)
Technical employees employed on a salaried basis and mainly engaged in providing such technical/clinical assistance as is typically provided by employees having a basic training as a technical engineer or a further training as a technical engineer, including training at the architectural technician level. Work functions covered by this Agreement are typically performed by employees with a training as e.g. technical assistant, draughtsman, mechanical technical engineer, building technician, electronics technical engineer, plumbing, heating and ventilation technical engineer, chemical technical engineer, quality and measurement technical engineer, export technical engineer, architectural technician and food technologist or employees possessing similar qualifications. Further training as a technical engineer covers courses for technical engineers which qualify for the labour market and which, in terms of training and employment, are placed in the area between vocational training and engineering training.

Subclause (2)

a. Salaried employees primarily engaged in commercial and office work that is 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 EDP work that is typically carried out by employees with EDP training such as information technologist, holders of a diploma in computer science, informatics assistant, computer assistant (*datamatiker, datanom, informatikassistent, edb-assistent*) or employees with corresponding 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 that requires the same qualifications. Trained environmental technicians, laboratory technicians and other laboratory workers (*uddannede miljøteknikere, laboratorieteknikere samt andre laboratoriefunktionærer)* who are engaged in challenging chemical, biological or physical laboratory work, or who have special responsibilities.
c. *Effective as per 1 January 2013:*
Salaried employees holding one of the professional bachelor's degrees mentioned in enclosure 2 and, with this education as a requirement, carry out work in relation to the coverage areas described in items a or b, and who are members of The Union of Commercial and Clerical Employees in Denmark (HK).

Subclause (3)
In addition to salaried employees, this Agreement also covers employees whose work is of the nature described above but who are not employed at least eight hours a 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.
Wherever the term salaried employee is used in this Agreement, the provision shall also apply to the 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 (a) and (b) of clause 1(2) and clause 1(3) if the Agreement has been put into force for these fields at the enterprise.
Reference is made to Appendix 1 concerning the 50 per cent rule.

Note regarding professional bachelors in commercial, clerical and laboratory work (clause 1(2), item c) (effective as per 1 January 2013):

For salaried employees comprised by clause 1(2), item c, the Agreement must be in effect at the enterprise in the area to which the salaried employee's professional education and work are connected, e.g. the area described in subclause 2, item a, or subclause 2, item b. Salaried employees comprised by item c are not covered by the calculation based on the 50 per cent rule.

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 does not perform work as described in the Agreement's enclosure 1, item 4 b (management etc.)

It is the duty of the salaried employee, pursuant to clause 1(2), item c, to notify the employer in writing about membership of The Union of Commercial and Clerical Employees in Denmark (HK) with appropriate documentation as soon as possible after entry. The Agreement shall then apply to the salaried employee at two (2) months' notice and take effect from the beginning of a quarter (e.g. 1 January, 1 March, 1 July or 1 October - the first time as per 1 January 2013). The salaried employee is comprised by any relevant local agreement for salaried employees covered by the Agreement in the enterprise. The enterprise is entitled to require documentation once a year that the salaried employee continues to be a member of the Union. In the event that the employee cannot document continued membership, the employee loses his/her right to coverage by the Agreement taking effect from the end of the following month.

Existing employment terms for salaried employees who are comprised by the Agreement pursuant to this rule may not be generally impaired.

Pension terms are comprised by the Agreement's clause 8 (13).

Note regarding the names of professions and educations:

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

Subclause 4
The Agreement also comprises salaried employees who are mainly engaged in work that comes within the common educational levels of DIO I and the unions in CO-industri covering workers employed on a time-rate basis, such as data technicians, in the event that until now these employees have been employed pursuant to IO, and that due to change of job content it is obvious that the job is now comprised by the Danish Salaried Employees Act.

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 take effect 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 at IO will be included.

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 comprised by the Agreement's clause 8 (1

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.
No later than two months after the 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)
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.
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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)
If there is agreement thereon at the individual enterprise, other or supplementary remuneration systems may be established. 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 Mar 2012**	**1 Mar 2013**
Year 1	DKK 9,955	DKK 10,180
Year 2	DKK 11,035	DKK 11,280
Year 3	DKK 12,130	DKK 12,405
Year 4	DKK 13,115	DKK 13,410

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 2012	DKK 895

Technical designer course

1 Mar 2012	DKK 3,090
1 Mar 2013	DKK 3,155

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.

For technical designer trainees, who entered into a training agreement before 1 March 2012, the monthly minimum pay for the whole training period is:

1 Mar 2012	**1 Mar 2013**
DKK 13,579	DKK 13,884

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 3.
For rules regarding posting see enclosure 4.

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 2012	**1 Mar 2013**
DKK 13,898	DKK 14,211

Commercial courses

1 Mar 2012	**1 Mar 2013**
DKK 16,774	DKK 17,152

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

All pay rates are minimum rates pursuant to clause 3(2).

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 2012	**1 Mar 2013**
DKK 10,175	DKK 10,404

Clause 4 Optional Pay Account

Subclause (1)
The enterprise shall pay into the employee's Optional Pay Account 1.0 per cent of the qualifying pay that is made available for the employee's optional use.

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.

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.

(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 company 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)
Valid from 1 October 2012
Pursuant to local written agreement, the local parties can permit the company and the individual employee to set up a senior scheme according to the following guidelines:

a) The employee and the company can agree on reduced working hours. Based on the wishes of the individual and the operating needs of the company, the parties draw up the specific layout of the working time reduction in the form of, for example, longer continuous work-free periods, fixed reduction of the weekly working hours or the suchlike.

b) Senior schemes can be established for the employee from 5 years before the state pension age that is in force at any time.

c) In connection with such working time reduction the employee can choose to convert the continual pension contribution, cf. clause 34, into a supplement to pay. It is only possible to convert such a share of the pension contribution so that the insurance scheme and administration costs can still be covered. The released funds – possibly together with other payments to the Optional Pay Account – shall be used to finance the pay reduction that results from working time reduction. The conversion does not change existing collectively agreed bases of calculation and is therefore cost-neutral for the company.

d) The employee and the company can agree that, starting from five years before the senior scheme can be initiated, the employee shall save up the value of non-held extra days off, cf. Collective Agreement for Salaried Employees clause 12 (11), and accumulate this.
This value can – possibly with other payments to the Optional Pay Account – be paid out in connection with a senior scheme.

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)
A compulsory pension scheme has been established for employees covered by this Agreement who have attained the age of 18 but not 65 and who can prove that they have at least two months' seniority in employment covered by this Agreement. Insurance coverage and compulsory payments to the scheme shall expire when the employee has attained the age of 65.

If the employee continues to be employed after attaining the age of 65, the enterprise shall be under an obligation to pay an amount corresponding to its pension contribution until the employee attains the age of 67.
It shall be agreed between the employee and the enterprise whether the amount shall continue to be paid to the pension scheme as pension contribution or whether it shall be paid to the employee as salary.

The seniority requirement shall be deemed to be satisfied for employees who on their engagement are comprised by labour market pension from previous employment.
Apprentices are not covered by the pension scheme. However, apprentices 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 apprentices who prior to the conclusion of the apprenticeship agreement were covered by the pension scheme shall continue in the scheme during the apprentice period.

As for employees in flexijobs, cf. the Danish Active Social Policy Act or later legislation on flexijobs, reference is made to the section "Organisation agreements" on pension.

Subclause (2)
The contribution to the pension scheme shall be computed on the pensionable pay. The pension contribution shall be computed in the same way as it is usually done today in

connection with pension schemes in insurance companies. The employer shall pay two-thirds of the contribution while the employee shall pay one-third.

The contribution amounts to at least:

	Employer contribution	Employee contribution	Total contribution
1.7.2009	8.0 per cent	4.0 per cent	12.0 per cent

There is freedom of agreement at each enterprise as regards the breakdown of pension contributions by employer and employee contributions, always provided that the employer shall pay not less than the minimum employer contribution payable according to this Agreement of the agreed pensionable pay. Thus, the employer may pay the entire contribution without deduction of the employee's share from his/her pay, and both the employer and the employee may pay in excess contributions without the distribution of the total contribution having to be one-third/two-thirds.

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 month	Employee contribution DKK per month	Total contribution DKK per month
1.7.2009	890.00	445.00	1,335.00
1.7.2012	1.120,00	560,00	1.680,00

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

Subclause (3)

The pension scheme comprises disablement pension, children's pension and pension benefit to survivors.

When the total pension contribution is 5 per cent of the pay or more, the scheme shall comprise retirement pension for life with payment of annuities or an annuity retirement pension with payment until the employee has attained the age of minimum 80. At least half of the contribution in excess of 5 per cent shall be used for such purpose.

The scheme provides for the possibility of making 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.

For technical engineers - covered by clause 1(1) - the pension scheme is the pension scheme, "Tekniker-Pension", established by the Danish Association of Professional Technicians (TL) with PFA. For employees covered by clause 1(2) and (3) of this Agreement the pension scheme is "HKI-Pension".

The parties to this Agreement recommend that these pension schemes shall apply to the employees covered by this Agreement, cf., however, below.

Subclause (4)
Any existing or future compulsory company pension schemes covering the whole group covered by this Agreement may take the place of this scheme if the following conditions are met:

(a) The scheme shall be a labour market pension, cf. above.
(b) The total contribution to the scheme shall at all times be equal to not less than the total contribution paid to "Tekniker-Pension/HKI-Pension" by the employee and the employer according to this Agreement.
(c) If the scheme includes a seniority requirement, such requirement shall not exceed nine months, cf. above.
(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 the so-called 'jobs on special terms'/flexijobs shall be offered a pension scheme not covering disablement pension.
(e) When the total pension contribution is 5 per cent of the pay or more, the scheme shall comprise retirement pension for life with payment of annuities or an annuity retirement pension. At least half of the contribution in excess of 5 per cent shall be used for such purpose.
(f) The pension scheme shall comprise insurance cover with payment of a fixed amount in the case of death or disablement of minimum DKK 100,000 and regular payments and in the case of unfitness for work of minimum 20 per cent of the pay.
(g) It is recommended that, in the case of death, the scheme shall comprise a children's pension of 5 per cent of the pay until the child has attained the age of 21.
(h) The employee shall be entitled to maintain complete insurance cover in connection with leave, either by paying himself/herself or by deposit payment regardless of whether the leave is with or without pay.
(i) Normally pension schemes cannot be repurchased.
(j) If the insured persons resign from their employment with the enterprise, they shall be entitled to continue the insurance on individual terms, either through a new employer or by payment themselves.
(k) The costs of the scheme must not be significantly different from the costs of the "Tekniker-Pension/HKI-Pension" scheme.

Documentation for satisfaction of 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.
Enterprises electing to meet the pension obligation through the "Tekniker-Pension/HKI-Pension" shall be finally released on payment to these schemes.
The same shall be applicable to payments to Industriens Pension.

Note
See also the Organisation Agreement on Pension of 16.10.01.

Subclause 5 (Valid from 1 October 2012)
A company pension scheme with an option for individual investment can only be established for individual employees under the following conditions:

- The employee can place no more than 1/3 of the deposit in an individual investment 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.
- 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.
- The employee shall be informed of the current costs of the investment scheme.
- 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 IFO's clause 8(4) letter k.
- Prior to the optional selection of the individual investment scheme a risk profile on the employee shall be initially prepared, with continuous updates based on age and time to pension 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.
- Already established schemes with individual investment options shall be adapted within six (6) months. Schemes with more than 1/3 of the deposit invested shall not be comprised by the requirement that no more than 1/3 of the deposit can be invested in individual schemes.

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.

Subclause (6)
Enterprises which before being covered by the Agreement have an existing pension scheme for the employees shall as soon as possible and not later than one year after the coming into force of the Agreement adapt the existing pension scheme to the requirements of the Agreement for company pension schemes or arrange for the employees to be covered by "Pension/Tekniker-HKI-Pension". Reference is made to clause 2(4) of this Agreement regarding pension schemes for newly admitted members.

Subclause (7)
Any existing company pension schemes which could be continued in accordance with the provisions of the National Agreement shall continue and will not be affected by this pension provision. However, the pension contribution and any lump sums shall at any time, as a minimum, be in accordance with the provisions of this Agreement thereon.

Subclause (8)
Company pension schemes, which are to replace "Tekniker-Pension/HKI-Pension" and in connection with which the pension insurance company has submitted a statement as mentioned in subclause (4) that the scheme complies with the provisions of the Agreement can take effect twelve months after the issue of such statement.

If the enterprise introduces a company pension scheme, cf. above, to replace the existing "Tekniker-Pension/HKI-Pension", the individual employee may object to this in writing. The individual employee's cannot make a final decision about whether to object until the above statement has been issued.

Subclause (9)
Suppliers may be changed for company pension schemes replacing the "HKI-Pension" or "Tekniker-Pension". The costs of changing suppliers may not in any way be imposed on the employee, and any other inconvenience to employees must be minimised.

The following conditions must be met when changing suppliers:

Any transfers of employee deposits in connection with such changes of suppliers 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 other compensation so that the employee deposits are not impaired through the change. This principle may be departed from by local agreement.

In case of a change of suppliers, the conditions established according to this Agreement shall be met. The receiving company shall be under an obligation to take over on the basis of the health information supplied so far any members of the company scheme applied so far who at the time of the change have attained the age of 50.

Any supplementary payments may not be reduced as a whole. Cases of local disagreement as to whether the supplementary payments have been made, may be referred to the organisations for consideration.
In case of a change of suppliers, employees shall be given the option of having their deposits transferred to "HKI-Pension" or "Tekniker-Pension" to continue their pensions schemes there.
Employees shall receive a notice of not less than twelve months in case of a change of suppliers. This notice may be reduced to six months by local agreement.
In connection with the above-mentioned notice of a change of pension suppliers at the latest the employees or the shop stewards shall have received a letter of indemnity from the receiving company to ensure that the new scheme meets the requirements of the Agreement from the start.

Subclause (10)
If it can be proved that the agreed gross monthly pay includes the employer's contribution to any 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 (11)
Employees who have previously been employed under the Industrial Agreement and whose jobs due to changes in the job contents are now found to be comprised by the Danish Salaried Employees Act and the Collective Agreement for Salaried Employees shall from the transition be covered by the pension scheme of the Collective Agreement for Salaried Employees as there shall be no requirements as to seniority according to subclause (1).

In the case of a difference between the pension contributions of the two agreements, the employer shall if his/her pension contribution is the higher retain such contribution in the form of a personal scheme.

Subclause (12)
Trainees, who are not already comprised by an employer-paid pension or insurance scheme, either pursuant to subclause 1 paragraph 4 or to another scheme, are entitled to the following insurance coverage:

a. Disablement pension
b. Fixed amount in the case of disablement
c. Insurance against critical illness
d. Fixed amount in the case of death

Access to the coverage, the size of the amount insured, and terms for coverage 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 is placed in a pension fund or insurance company chosen by the employer. The costs of the scheme are paid by the employer.

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

Regarding insurance sums and costs see protocol on certain insurance benefits for apprentices and trainees in Organisation Agreements.

Subclause (13)

Valid from 1 January 2013:

For employees comprised by this Agreement pursuant to clause 1(2) item c (professional bachelors, commercial and clerical employees and laboratory workers), 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 (4) years according to the rule of clause 2(4), paragraphs 2 and 3. In this case, the relevant contribution percentages shall be stated in the employment certificate or appendix.

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, obtain coverage by a pension scheme that applies to 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 is 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 (4) year period pursuant to clause 2(4) paragraphs 2 and 3.

**) 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 (14)
Any disagreements shall be dealt with in accordance with clause 24.

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)
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 (3)
The hourly rate shall be calculated as the total monthly pay of the employee concerned divided by a maximum of 160.33.

Subclause (4)
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 (5)
If in connection with the fixing of the pay it has been agreed that the pay shall also include payment for any odd job done on overtime, no overtime payment shall be paid.

(The subclause shall be changed as per 1 January 2013 to the following:
In the event that agreement has been reached for employees comprised by clause 1(1) (technicians) that the salary also includes payment for any odd job done on overtime, no overtime payment shall be paid.)

Such an agreement does not preclude individual overtime payment pursuant to subclause 2 for work in excess of any odd job done on overtime.
The agreement shall correspond to the salary, job content and the scope of the overtime work.

Subclause (6)

Effective as per 1 January 2013:
For employees comprised by clause 1(2) (commercial and clerical employees and laboratory workers), at the time of discussing salary, the parties can agree on a salary according to function with appropriate observance of the principles in clause 3(2). Such agreement can determine that the salary also includes payment for overtime work with the effect that no overtime payment is paid.

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

Subclause (7)
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.

Clause 12 Annual holidays, time off, absence from work due to children's sickness, hospitalisation 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 a possibly 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 a possibly electronically forwarded* holiday card from the enterprise approved by the organisations, stating the employee's name, the period of employment with the employer concerned within the same qualifying year, the qualifying pay paid for the same period, and the holiday allowance to which the employee is entitled.
(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.

Subclause (8) Guarantee scheme
DIO I shall issue the usual guarantee for the presence of the money, including for any holidays transferred.

Subclause (9) 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.

**Note: See enclosure 26 on electronic documents.*

II - Time off

Subclause (10) 24 December and Constitution Day
24 December (the day before Christmas) and 5. June (Constitution Day) shall be a full days off.

Subclause (11) 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 and hospitalisation

Subclause (12) 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.

Subclause (13) 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. 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.

IV - Maternity leave

Subclause (14) 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) In direct continuation of the fourteen weeks of maternity leave the employer shall pay during absence for up to 11 weeks.

Of the 11 weeks, each parent is entitled to payment for four weeks.

If the leave reserved for each parent is not taken, the payment shall be cancelled.

Payment during the remaining three weeks shall be payable to either the father or the mother.

The payment during the 11 weeks shall be equal to the pay that the employee concerned would have received during the period, but not more than DKK 135 per hour.

Payment shall be conditional upon the employer being entitled to reimbursement corresponding to the maximum daily cash benefit. In case the reimbursement is smaller, the payment to the employee shall be reduced correspondingly.

There is agreement between the parties that the parents may take concurrent parental leave with pay. The parental leave shall be taken in direct continuation of the fourteen weeks of maternal leave, and the leave of each parent shall be taken for a continuous period.
For children, for whom parental leave begins on 1 July 2012 or later, the following rules apply:

The employer furthermore provides payment during parental leave for up to 11 weeks.

Of these 11 weeks each parent has the right to take 4 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 11 weeks corresponds to the pay that the parent in question would have earned in the period, although a maximum DKK 140.00 per hour/ DKK 22,466.00 per month.

The 11 weeks shall be taken within 52 weeks after the birth.

Unless otherwise agreed, the 11 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 14, EU Directive on proof of employment, and Appendix 22, 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.

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.

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.

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.

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

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

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.

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(10)-(11), (16), (17), (18), (19), (20), (21), (22), (25), (26) and (27) of this Agreement and Appendix 17, 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 that can be applied after October 1, 2012 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.

Furthermore, with effect as from 1 May 2012, the following applies:
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.
(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., 25 working days before the hearing.
(g) 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., 15 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., 10 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., 7 working days before the hearing.
If either organisation wants to examine witnesses, the persons to be examined shall be specified in the pleadings.

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. 11 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., 7 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., 3 working days before the hearing.

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 defendant 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.

The deadline for submitting the reply is hereinafter no later than 4 p.m. 7 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., 3 working days before the hearing.

If at the hearing there is material which either party - despite an objection - wishes to produce, the chairman of the court shall determine whether the material is to be included in the evaluation of the matter.

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

(i) 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.

(j) 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 9, 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.

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)
After nine months of employment, however, the individual employee shall be entitled to time off for at least two weeks every year for such relevant continuing training, placed with due account being taken of the requirements of the enterprise's production.
(a) for employment within the scope of the Industrial Agreement and the Collective Agreement for Salaried Employees in Industry, provided an undertaking has been made according to subclause (8) to contribute to the training, or
(b) for the enterprise.

Subclause (3) Valid as per 1 January 2013
Employees have the right to take unused training, cf. subclause 2 from the preceding two calendar years. The oldest weeks will be used first. This, however, does not apply if the employee has given notice or been given notice, unless the

Subclause (4)
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.

Subclause (5)
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 (6)
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 (7)
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.

Subclause (8)

(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 0.36 per hour for employees employed by the enterprise and covered by this Agreement. With effect from the first period of pay after 1 January 2013 that amount shall be increased to DKK 0.40 per hour.

Subclause (2)

To the Industrial Fund for Educational Development and Cooperation (Industriens Uddannelses- og Samarbejdsfond) the employer shall pay DKK 0.35 per hour.

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 2012 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 the last day of February, however, not earlier than 28 February 2014.

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.

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

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 3

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:

1.3.2007	DKK 0.86
1.3.2008	DKK 0.89
1.3.2009	DKK 0.92

   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. Any disagreement concerning this Agreement may be dealt with by the organisations in accordance with the rules for handling industrial disagreements.
10. 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).

Appendix 4

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 5

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 6

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 7

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 8

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 9

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 10

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/homeworking 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 11

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 12

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 13

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 14

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 15

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 Employment Region.

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 Employment Region 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 Employment Region 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 Employment Region 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 Employment Region. 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 Employment Region.

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 Employment Region 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 Employment Region 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 16

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 17

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 18

EU Directive on parental leave

The basis of this organisation agreement is Council Directive 96/34/EC of 3 June 1996 on the framework agreement on parental leave concluded by UNICE, CEEP and the ETUC.

Clause 1 Parental leave

The parties consider the provisions of the Directive to have been implemented through the current legislation.

Clause 2 Time off from work on grounds of force majeure

An employee shall be entitled to time off from work on grounds of force majeure for urgent family reasons in cases of sickness or accident making the immediate presence of the employee indispensable. The time off shall be without pay unless otherwise agreed individually or provided by local agreements or customs.

The provision does not affect the application of any other rules concerning absence.

Clause 3 Caring for / nursing closely related persons who are seriously ill

In connection with the provisions of Part 12 a of the Danish Social Assistance Act (now Part 14 of the Danish Social Service Act) concerning assistance in connection with the caring for seriously ill persons in the home, etc. the parties agree that applications for leave to employees wishing to nurse a closely related person should be granted to the greatest possible extent.

Clause 4 Coming into force

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 3 June 1999.

Appendix 19

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 20

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 21

Proof of employment relationship

Appendix 22

Agreement on holiday transfer

Appendix 23

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 inva-

lidity 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.

Copenhagen, 2 October 2004

For DIO I For CO-industri

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