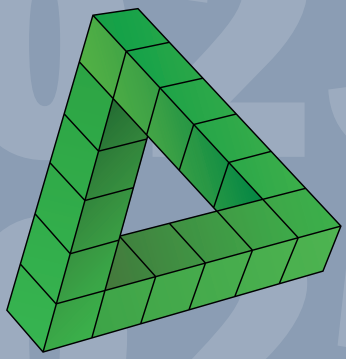

Industrial Agreement

2023 – 2025

INDUSTRI

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Contents

General Part

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.

This is a translation of The Collective Agreement for Employees in Industry 2023-2025 (Industriens Overenskomst 2023-2025). 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.

Chapter I. The cooperation

Clause 1 Election of shop stewards

Subclause (1)
The employees employed by each company - or, in the case of major companies, normally each department - shall elect from among themselves a shop steward.

Subclause (2)
Shop stewards shall be elected by a written ballot by and from among the employees employed at the time of the election by the company or the department concerned. Agency workers do not have the right to vote.

The election of a shop steward takes place during working hours. This should be agreed locally.

The election shall not be deemed valid unless more than one half of the employees have voted in favour of the person concerned.

Subclause (3)
The shop steward shall be elected from among employees of acknowledged ability who have attained the age of 18, who are covered by this Agreement and who, during the last two years, have been employed for at least nine months by the company in question. For the purposes of this subclause, a company shall mean a geographically delimited unit.

Where there are not more than 4 of such employees, this number shall be achieved by adding such members as have worked at the company for the longest period of time.

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

Apprentices cannot be elected shop stewards. Apprentices, including adult apprentices, have the right to vote at the election of a shop steward in the

department of the company in which they are employed at the time of the election.

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

Such local agreement shall be made in accordance with clause 8(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 above rule 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 (5)
1. If a company employs members of trade unions under CO-industri, but none of these unions are represented by more than four members, the members of such unions may jointly elect a shop steward in accordance with the rules set out in subclauses (1), (2) and (3) above if a total of more than four members of the said unions taken together are employed.

2. If one or more occupational groups have elected a shop steward, occupational groups with fewer than five employees may elect to join another occupational group for the purposes of election of a shop steward if the occupational groups agree thereon.

3. If occupational groups with more than four members agree on the joint election of a shop steward, this shall be subject to the approval of the trade unions.

4. If occupational groups with more than four members disagree on the joint election of a shop steward, such occupational groups may instead elect to be represented by one of the shop stewards elected in a different occupational group, but without voting right.

Subclause (6)

The election shall not be valid until it has been approved by the union and Dansk Industri (the Confederation of Danish Industries) has been notified thereof. The protection of the shop steward shall take effect when the employer has been notified of the election, provided that not later than the day after the election the company is notified in writing of the names of persons elected. If such written notice is received later, the protection shall not take effect until the written notice has been received.

Subclause (7)
If special circumstances make it inappropriate to elect shop stewards for the employees of each department or for members of each union, Dansk Industri may demand that the matter be dealt with under the rules for handling industrial disagreements for the purpose of simplifying local negotiations, thus making them more efficient, and for the purpose of seeking to remove any inconvenient demarcation lines.

Subclause (8)
Should Dansk Industri find an election of shop stewards to have been made in contravention of this Agreement, Dansk Industri shall be entitled to present a complaint against the election to the union.

Dansk Industri shall use its right to present a complaint to the unions no later than fifteen working days from receiving notification about the election from the union. In that case the matter will not be deemed to be settled until the proceedings under the rules of handling industrial disagreements are concluded.
§ 1
The proceedings under the rules for handling industrial disagreements shall be concluded within the time limits of clause 49.

Newly admitted companies shall inform Dansk Industri of the names of elected shop stewards and safety representatives. This information shall be passed on to the unions.

Subclause (9)
If the employees unite to form a local union club, the shop steward shall be the chairman.

Subclause (10)
At companies where a shop steward has not been elected, employees may give power of attorney to a colleague (spokesperson) in specific matters to enter into and terminate local agreements with the management.§ 16-17

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.

If a spokesperson has not been elected, non-contractual local agreements may also be concluded with the agreement of more than half of the employees covered by the local agreement at the time of the agreement.

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

Clause 2 CO senior shop steward

Subclause (1)
At companies 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 time, 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 companies 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 3 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. Dansk Industri 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 24 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)
Shop stewards elected in the past five years, as from 1 March 2023, who have not already participated in a course, may, notwithstanding the deadline in subclause 2, participate in a course until the end of the current collective agreement period.

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

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

The employee receives pay in accordance with clause 29 (1,2) during the vocational update. It is a prerequisite that statutory compensation for loss of wage can be granted for the update. This compensation is paid to the company.

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

Clause 4 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 company, and not put obstacles in the way of the organisation of the company and employees.

Subclause (2)
The shop steward shall represent the employees from among whom he/she was elected. In connection with local negotiations, both the shop steward and the management shall be authorised to make agreements which are binding on all employees.

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

Subclause (3)
Where the shop steward's communication with the management does not result in a satisfactory arrangement, the shop steward shall be free to ask his/her organisation to deal with the matter, but the work shall go on undisturbed pending the result of the organisations' consideration of the matter.

Subclause (4)
Subject to prior agreement, a representative of the local branch may visit the company to discuss local matters with the management. For details see item (b) of clause 49(1) of this Agreement.

Subclause (5)
In the event of any forthcoming engagements or dismissals the shop steward shall be kept as fully informed thereof as possible and shall moreover have a right under the rules for handling industrial disagreements to present a complaint against any unreasonable circumstances in connection with any engagements and dismissals.
The shop steward must be given the opportunity to meet with newly hired employees during working hours. The purpose of the meeting is to inform about the shop steward’s cooperation with the company and the possibility of membership of the organisations. For example, a meeting can be set up in connection with an introduction day for new employees in the company, when a company has hired a certain number of new employees or with a fixed frequency.

Subclause (6)
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 (7)
In companies where an internal safety organisation is not required, the shop steward may present complaints and make recommendations to the company concerning occupational health and safety issues.

In companies with an internal safety organisation health and safety issues should be submitted to the organisations for consideration.

Where there is an internal safety organisation, complaints should be submitted first to that organisation for consideration. If no solution is found, the complainant shall, through his/her organisation, submit a request for consideration by the organisations. The request shall be accompanied by the minutes of the consideration by the internal safety organisation. The shop steward(s) for the area concerned shall be informed of the request for consideration.

Subclause (8)
Quarterly wage statistics shall be delivered to the shop steward(s) if there is local agreement on this.

Subclause (9)
The shop steward shall have the necessary access to IT facilities, including the Internet, in order to carry out his/her union duties.

This also applies to the health and safety representative.

Subclause (10)

In addition to Chapter 1 of the Collective Agreement, the rights, duties or tasks of the shop steward are mentioned in the following clauses:

- Clause 8 Local agreements
- Clause 13 Overtime
- Clause 22 (2) Collective wage negotiations
- Clause 24 (2) Piecework
- Clause 40 (10) Local agreements on holiday in

advance

- Clause 43 (6) Planning of training
- Clause 49 (1b) Local negotiations
- Appendix 2 (6) Division of labour
- Appendix 5 (5) Employment on staff conditions of some kind
- Appendix 10 (5) Work on offshore wind turbines
- Appendix 13 (3) Work study
- Appendix 17 Temporary agencies
- Appendix 18, clause 6 Information and employment opportunities
- Appendix 20 (2, 3) Tele/distance/homework

Provisions relating to apprentices including appendices:

- Clause 2 (3) Spokesperson
- Appendix 2 Rules for recognition as a skilled worker

Organisationsaftaler ("The organisation agreements" – only in Danish):

- IKUF, 5 d, Organisationsaftaler, page 90
- IKUF, note to (10) Organisationsaftaler, page 109
- Temporary Workers Directive, clause 7, Organisationsaftaler, page 138
- Experience Agreement, clause 4 (2), Organisationsaftaler, page 144
- Flex jobs, Organisationsaftaler, page 150
- Health and Safety Work, Organisationsaftaler page 169
- Data Protection, Organisationsaftaler, page 79

The page numbers refer to the printed version of Organisationsaftaler 2023-2023 The list is not exhaustive.

Clause 5 Meetings with management, etc.

Subclause (1)
The organisations agree that employees and management shall cooperate in the individual company on modernising it and on promoting production.

At the request of the shop steward, the management shall - where regardless of the reason a cooperation committee has not been established in accordance with the Agreement between the central organisations in force from time to time - call in the shop steward six times a year in order to discuss production engineering and similar matters and provide information on the financial prospects and the future employment situation of the company. Extraordinary meetings may be held whenever a request is made by either party, specifying the matters to be discussed.

Subclause (2)
As regards meetings according to the Cooperation Agreement, the meetings mentioned in subclause (1) and meetings called by the management, and when the management otherwise engages the shop steward in matters concerning the company and the employees, the person concerned shall receive full pay and overtime pay for any time that might be outside his/her daily working time.

Subclause (3)
Shop stewards elected under the Industrial Agreement 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 9,000.

Shop stewards elected from among 50 to 99 persons shall receive an annual remuneration of DKK 16,500.

Shop stewards elected from among 100 persons or more shall receive an annual remuneration of DKK 33,000.

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

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

Note:
The remuneration of shop stewards pursuant to section 5(3) of the Collective Agreement of Industry is financed jointly by the employers through payments to the Danish Industry Training and Cooperation Fund (Industriens Uddannelses- og Samarbejdsfond), cf. section 36(2).

The contribution to the financing of remuneration for union representatives is collected by Industriens Pension Service on behalf of the Danish Industry Development and Cooperation Fund, after which Industriens Pension Service pays the remuneration directly to the shop stewards.

Subclause (4)
In the event of the resignation of a shop steward/senior shop steward with whom an agreement for full or partial remuneration may have been agreed, the agreement shall be transferred to the successor unless a new agreement is made.

Such local agreements may be terminated in accordance with clause 8(1).

Clause 6 Dismissal of shop stewards, etc.

Subclause (1)
Any dismissal of a shop steward shall be for compelling reasons, and the management shall give the person concerned five months' notice of dismissal.

If, however, a shop steward has acted as such for a continuous period of at least five years, the person concerned shall be entitled to six months' notice.

Subclause (2)
If the dismissal is due to shortage of work, the obligation to give notice as set out in subclause (1) shall not apply. In such cases the shop steward shall have a right to fifty-six days' notice of dismissal unless he/she is entitled to a longer period of notice under clause 38, the rules of which cover the person concerned.

Subclause (3)
Where an employer finds there to be compelling reasons for dismissing a shop steward pursuant to subclause (1), the employer concerned shall contact Dansk Industri, 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 company 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 (4)
The shop steward's contract of employment 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.

Subclause (5)
The organisations agree that the dismissal of shop stewards on the ground of shortage of work shall be dealt with without delay under the rules for handling industrial disagreements in order to ensure that the proceedings under such rules are, as far as possible, concluded before the expiration of the period of notice.

Subclause (6) Discontinuation of task
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 has been six or less for a period of three months and the management states in writing that it does not want the shop steward position to be maintained.

Subclause (7)
An employee who ceases to be a shop steward after having acted as such for at least one year and who continues to be employed by the company shall for up to one year after his/her resignation as a shop steward be entitled to six weeks' notice in addition to the notice set out in clause 38 in case of dismissal by the company.

This rule shall only apply to shop stewards who have resigned.

Subclause (8)

1. Safety representatives,
2. Members of European cooperation committees employed in Denmark, and
3. Employee representatives on the board of directors and their substitutes

shall be subject to the same dismissal rules as shop stewards, except subclause (7).

Clause 7 Substitute for the shop steward

Subclause (1)
Where a shop steward is absent due to sickness, holidays, participation in a course 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 1(3).

Subclause (2)
In case of extended operations, the shop steward may appoint a substitute for the shifts on which he/she is not working and which include at least five members of the union. Such substitute may seek to resolve any disagreements on behalf of the shop steward and, if necessary, submit the matter to the shop steward. The name of such substitute shall be given to the management forthwith.

Chapter II. Local agreements

Clause 8 Conclusion and termination of local agreements, etc.

Subclause (1)

Local agreements may be entered into between the local parties at the company in respect of employees covered by this Agreement.

Subclause (2)

(a) Local agreements, customs or regulations as well as agreements concerning pay, premiums, allowances, piecework and bonus systems may be terminated by either party giving to the other party two months' notice to expire at the end of a month unless a longer period of notice has been/will be agreed.

(b) However, local agreements concerning the use of work studies cannot be terminated at less than six months' notice to expire at the end of a month. The minute or hour factors fixed in connection with such work study agreements shall be subject to the usual notice as set out in item (a).

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, 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 periods of notice set out in subclause (2), cf. item (c) of clause 50(2) of 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, any customs or any 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)

Any local agreements concerning working conditions made before 28 February 1993 in companies which until 28 February 1993 were covered by the Joint Agreement/Industrial Agreement between the Confederation of Danish Industries and the Women Workers' Union in Denmark and the General Workers' Union in Denmark as well as the Agreement among the Danish Plastics Federation and the Women Workers' Union in Denmark and the General Workers' Union in Denmark shall, unless otherwise agreed between the parties, run parallel with this Agreement.

The parties to local agreements, which run parallel with this Agreement, may, however, request local negotiation of the contents of the local agreement. If agreement thereon cannot be reached at local level, the matter may be dealt with under the rules for handling industrial disagreements. If agreement cannot be reached at the organisational meeting, the matter cannot be proceeded with, which means that the agreement will continue unchanged.

Subclause (7)

It may be agreed by local agreement to supplement or depart from the provisions in chapters 1, 3, 4 and 10 of this Agreement. 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 34, contributions to the Free Choice Account, cf. clause 25, 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 (2) or overtime pursuant to clause 13 cannot be considered extended working hours in this context.

The conversion does not change the existing collectively agreed basis of calculation and is accordingly cost neutral for the company.

Note on subclause (6).
Local agreements concerning working conditions as set out in subclause (6) above shall mean all local agreements other than local agreements concerning pay and premiums and allowances, piecework and bonus systems, as well as customs and regulations.

Chapter III. Working time

Clause 9 Normal working time

Subclause (1)

The working time shall be determined per week, month or year based on an average working time of thirty-seven hours per week for ordinary daywork, dayshifts and for work during staggered hours.

Variable working hours per week shall be determined in accordance with subclause (2). The rules of clauses 12, 13, 14 and 15 shall be applied when determining the working hours for flexitime, overtime, staggered hours and shiftwork.

The normal working time shall be between 6 a.m. and 6 p.m.

The weekly working time shall be proportionately reduced by 1/5 when a weekday holiday, a holiday or a day off according to this Agreement falls on one of the five first weekdays.

If, in connection with the proportionate reduction due to bank holidays, days of annual leave and holidays relating to the collective agreement, there are missing or excess hours as a result of working hours of that day being shorter or longer than 1/5 of the average weekly working time, these hours should be scheduled on other working days.

In this situation, the parties to the Agreement recommend that a written local agreement specifies how proportionate reductions arising from bank holidays, days of annual leave and collective holidays should be handled in practice, including a provision that missing or excess hours should be handled in a bank of hours.

Where the weekly working time is spread over five days, no working day can be less than six hours unless otherwise agreed locally.

The day is reckoned from the beginning of normal working hours in the individual company to the same time the next day or from 6 a.m. to 6 p.m. unless otherwise agreed.

The distribution of daily and weekly working time as well as meal breaks and rest pauses shall be determined after the employees have been consulted. In the event of any difference of opinion among the employees the question shall be put to a vote as soon as possible among all employees affected by the relevant working time, and the members of CO-industri shall be under an obligation to comply with the majority wishes indicated by the vote.

If the employer is unable to comply with the employees' wishes, the employer shall fix the working time, having regard to the interests of the company, and may implement it subject to fourteen days' notice.

Within that period the employees shall have a right to present a complaint under the rules for handling industrial disagreements due to disregard of the interests of the employees, which is not found to be sufficiently justified by the interests of the company.

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

Subclause (2)

(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 determine the framework of the variable weekly working hours. Any disagreement thereon may be dealt with according to the rules for handling industrial disagreements.

(c) Any agreements on the placement of working hours 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, wage levelling 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 13 and 14 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 8.

Subclause (3)

The agreed working time shall be effective hours. Within the working hours of the company tools, machinery, etc. shall be fully utilised, and the employer may supervise observance of working time. The organisations agree that, to the extent it is possible, the working time shall only be interrupted by a meal break and a rest pause.

Subclause (4)

Where in the nature of things this Agreement cannot govern normal working time, the working time shall be fixed as hitherto in accordance with the working time which applies to the other employees employed by the company concerned.

Subclause (5)

Where due to shortage of work or similar the employer finds it necessary to reduce the working time, this shall take place in accordance with the relevant rules agreed between the organisations, cf. Appendix 2.

Note
Companies in the fishing industry and
poultry dressing stations - see Special Part, Clause 1 and 2.

Clause 10 Weekend work

Subclause (1)

Where an extension of the weekly working time is needed, this may be established through a local agreement on weekend work.

Subclause (2)
Employees performing weekend work shall not be allowed to have any other paid work. No supplementary unemployment benefit can be drawn. Any violation shall lead to immediate resignation from the company.

Subclause (3)
Weekend work shall be organised according to a previously agreed work schedule with one or more shifts. Non-working days shall appear from the work schedule.
The average weekly working time shall be twenty-four hours normally placed on Saturdays and Sundays with twelve hours on each day.
In exceptional circumstances overtime may be performed on weekdays subject to local agreement.

Subclause (4)
Weekend work shall be interrupted on taking holidays amounting to five weeks of twenty-four hours each in case of full employment. Inclusion in the work schedule of proportional time off from work corresponding to the number of days off for holiday purposes, weekday holidays and days off according to this Agreement during the holiday year concerned may be agreed. In such case the days concerned may be placed in accordance with the same rules as apply to remaining holidays.
The days shall be converted proportionately, twenty-four hours of weekend work corresponding to the normal weekly working time of thirty-seven hours. Thus, a non-working weekend day of twelve hours corresponds to 2½ days off for holiday purposes, weekday holidays or days off according to this Agreement.
Payment for the above-mentioned days off shall be made according to the individual employee's average hourly earnings for the number of hours he/she would have worked on the days concerned.

Subclause (5)
Weekend work shall be payable by the time rate corresponding to what has otherwise been agreed for the work area in the company. Payment shall be made for twenty-four hours/week with a premium pursuant to items (2b) and (2c) of clause 13(7). If work is commenced before 6 a.m. on Saturday, this shall not give rise to reduced payment.

It may be agreed at local level that the premiums shall be distributed as an average on all hours.

Subclause (6)
Sick pay shall be computed in accordance with the conversion factor of the National Board of Social Welfare so that twenty-four hours' weekend work shall correspond to the normal working time for daywork as provided for by this Agreement.

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

Subclause (7)
An employee performing weekend work shall solely be employed for whole weeks, for which reason termination of weekend work shall solely be effected at the same time of the week as it was commenced.

Subclause (8)
In case of a shortage of employees, lack of orders, capacity adjustment problems, etc. the employees may transfer to normal shiftwork or day shifts.

Subclause (9)
Unless otherwise provided, the provisions of this Agreement shall apply.

Subclause (10)
The organisations agree that it is natural that employees performing weekend work are members of the same unions as the other employees in the company who are employed to do the same kind of work.

With effect from 1 March 2024, the following shall apply:

Subclause (11) Preventive measures for night work
The parties to the collective agreement agree that the organisation of night work follows the recommendations of the National Research Centre for the Working Environment (NFA), including the special recommendations for pregnant women. In Appendix 10 of this agreement – Organisationsaftaler ("Organisation agreements" – only in Danish), on the implementation of the EU Working Time Directive, the parties to the collective agreement have agreed according to which principles night work should be planned in order to follow the recommendations and what measures should be taken if the recommendations are not followed.

The Appendix also contains rules stipulating that night workers must be offered a company-paid health check before they take up employment as night workers, and that employees classified as night workers in accordance

with subclauses 2-4 of the same Appendix must be offered health surveillance within regular periods.

The Appendix also contains rules on how often, when and how health surveillance is to be carried out.

In the protocol of 6 April 2011 on the implementation of the model for the implementation of health surveillance in Industriens Organisationsaftaler ("Organisation agreements" – only in Danish), the parties to the collective agreement have laid down detailed rules for how health surveillance is to take place in practice.

Note
On dismissal, reference is made to the rules on notice in clause 38.

Clause 11 Part-time employment

Subclause (1)
Companies and employees who might be interested therein may make an agreement on part-time employment.

Subclause (2)
The working time shall be determined per week, month or year based on an agreed average working time of less than thirty-seven hours per week for ordinary daywork, staggered hours and dayshifts (thirty-four hours/week for evening and night shifts). The provision of clause 9(1) shall otherwise be complied with.
The weekly working time of part-time employees shall be not less than eight hours. For persons whose part-time work is subject to the main activity of the person concerned, e.g. persons on early-retirement benefit and the like there shall be no lower limit for the average weekly working time.

Subclause (3)
Companies shall not dismiss full-time employees in order to employ part-time employees to replace them. In general, dismissal of an employee on the grounds that he/she has refused to work part-time or that he/she has requested to work part-time shall be deemed to be non-objective.

Subclause (4) § 11

Part-time employees shall be paid in accordance with the generally applicable provisions of this Agreement so that no kind of compensation may be paid to part-time employees because their working time is shorter than the normal working time.

Subclause (5)

The rules of clauses 9(2), 12, 14 and 15 shall be applied when determining the working time for variable weekly working hours, flexitime, staggered hours and shiftwork.

Subclause (6)

The parties agree that it is natural that part-time employees are members of the same unions as the other employees in the company who are employed to do the same kind of work.

Subclause (7)

The parties further agree that overtime work by part-time employees should take place only in exceptional cases.

Subclause (8)

The parties are covered by the Organisation Agreement of 22 January 2000 on 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.

The agreement on EU implementation is reprinted as Appendix 15.

Clause 12 Flexitime

Provided that local agreement can be reached, flexitime may be agreed. Such agreements may be made either with individual employees or groups of employees -12

Flexitime shall be placed in the period from 6 a.m. to 6 p.m. However, flexitime may also be established for shifts.
The daily working time should not normally be less than six hours in companies with a five-day week.

Requests for introduction of flexitime cannot be dealt with under the rules for handling industrial disagreements.

Note
Companies in the fishing industry and poultry dressing stations - see Special Part, Clause 1 and 2.

Clause 13 Overtime

Subclause (1) Introduction
The organisations agree that, to the extent possible, overtime should be avoided.

However, there may be circumstances that necessitate overtime for reasons of the company's operation or timely completion of orders, obligations, etc.

Overtime is performed according to the following rules.

Subclause (2) Definition of overtime
Overtime is work carried out outside the daily working hours determined for each individual employee (see clauses 9, 10, 12, 14 and 15 of the Agreement).

Subclause (3) Systematic overtime
In companies with varying production needs, and where the local parties have unsuccessfully tried to obtain a local agreement on varying weekly working hours, cf. Clause 9 (2), the employer may announce systematic overtime. Systematic overtime cannot exceed 5 hours per calendar week and 1 hour per day and must be placed in extension of the normal working hours of the individual employee.

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

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

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

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

Note: See Appendix 23 - Understanding of the protocol on "Systematic overtime".

Subclause (4) The role of the shop steward
In relation to overtime, the shop steward has a special role.

The shop steward must be kept informed of the extent of overtime. See more in subclause 5.

It may be agreed with a shop steward that overtime is not to be taken as time off in lieu. See more in subclause 8.

It may be agreed with a shop steward that time off in lieu is taken as hours and not as full days. See more in subclause 8.

If a shop steward has been elected, agreement may be reached regarding retention of earned wages to be used as time off. If a shop steward is not elected, such scheme may be established in agreement between the local parties. See more in subclause 8.

Subclause (5) Notice of overtime
Overtime of more than 1 hour must be notified the previous day before the end of normal working hours. If such overtime has not been notified in due time, or if notified overtime is not required after all, the following amounts are paid at each occurrence:

1 March 2023 DKK 112.30
1 March 2024 DKK 115,65

The shop steward must be kept updated on the extent of overtime.

This update must, as far as possible, take place prior to commencement of overtime work. If this is not possible, the update must take place as soon as possible after the start of the overtime work.

The parties to the Agreement recommend that the employer and the shop steward enter into a local agreement with guidelines for how and when the update should take place.

The updating duty also applies to catching up on absenteism resulting from unofficial industrial action.

Subclause (6) Calculation of overtime
In the calculation of overtime, time spent on meals and rest shall be deducted. In addition, any absenteism during normal working hours shall be deducted from any overtime unless such absence from work is due to an event beyond the employee's control which has been reported to and accepted by the employer in time.

At deduction of absenteism during a calendar week, the worked overtime in the same calendar week will be set off first.

Normal daytime hours used as time off as compensation for overtime in accordance with the Agreement's overtime rules are not considered as absenteeism.

Time off with permission is not absent time.

Subclause (7) Payment for overtime
1. Overtime rate is paid depending on the time of the overtime:

a) Weekdays with fixed daily working hours:

On weekdays with fixed working hours, overtime is paid after normal working hours at clock hour rates.
These clock hours start at the time when normal daily working hours end regardless of the time when the overtime is to be commenced.

Example:

Daily working hours end at 15:00. Overtime must be performed from 16:00 to 19:00. One hour must be paid at overtime rate for the 2nd clock hour and two hours at overtime rate for the 3rd and 4th clock hour.

On weekdays with fixed working hours, overtime is paid before normal working hours with rates calculated on the basis of time of the day as stipulated in subclause 7.

b) A pre-arranged full weekday off:

On weekdays where working hours are not fixed in advance, overtime is paid on the basis of time of the day as stipulated in subclause 7.

As a rule, a pre-arranged weekday off is a weekday with no planned work, including an off-duty day according to the work schedule, a day off in lieu, a Saturday (if normal working days are Monday-Friday), days off in accordance with the Agreement, cf. clause 18 (1), and days off for holiday purposes, cf. clause 18(2). A holiday day is not a pre-arranged weekday off. Overtime on Grundlovsdag, June 5, (Constitution Day) is paid as a pre-arranged weekday off until 12:00 and after 12:00 as a Sunday or public holiday.

c) Sundays and public holidays:

On Sundays and public holidays, work is paid as stipulated in subclause 7.

The following days are Sundays and public holidays:

All Sundays, Christmas Day, Boxing Day, New Year's Day, Maundy Thursday, Good Friday, Easter Day, Easter Monday, Store Bededag, Ascension Day, Whitsunday and Whitmonday (some of these holidays may be Sundays).

d) Non-fulltime employees:

Non-fulltime employees receive overtime rate for hours beyond the agreed weekly working hours if the hours are outside the normal working hours of the company/department.

2. Rates

a) Overtime on weekdays:
First and second clock hour after normal working hours:

1 March 2023 DKK 44.05
1 March 2024 DKK 45.35

Third and fourth clock hour after normal working hours:

1 March 2023 DKK 70.30
1 March 2024 DKK 72.40

Fifth clock hour and until start of normal working hours:

1 March 2023 DKK 131.50
1 March 2024 DKK 135.45

Overtime before normal working hours so that work is carried out into normal working hours, both at daywork and at shiftwork when overtime is within the period 06:00 to 18:00:

1 March 2023 DKK 44.05
1 March 2024 DKK 45.35

Overtime before normal working hours when overtime is within the period 18:00 to 06:00:

1 March 2023 DKK 131.50
1 March 2024 DKK 135.45

b) Work on a pre-arranged full weekday off:

Hours between 06:00 and 18:00:

1 March 2023 DKK 70.30
1 March 2024 DKK 72.40

Hours between 18:00 and 06:00:

1 March 2023 DKK 131.50
1 March 2024 DKK 135.45

c) Work on Sundays and public holidays is paid at overtime rate as follows:

From the beginning of normal daily working hours and until 12:00:

1 March 2023 DKK 87.60
1 March 2024 DKK 90.25

From 12:00 and until the beginning of normal working hours:

1 March 2023 DKK 131.50
1 March 2024 DKK 135.45

Sunday morning before the beginning of normal working hours:

1 March 2023 DKK 131.50
1 March 2024 DKK 135.45

d) If an employee is instructed to work during the meal break, and this is postponed for more than 1/2 hour, it is payable per occurrence:

1 March 2023 DKK 31.15
1 March 2024 DKK 32.10

Subclause (8) Time off in lieu
Regarding time off that does not arise from systematic overtime, see subclause 3.
At time off in lieu, the employee takes time off during a period, which would otherwise be his or her working hours. The time off in lieu corresponds in extent to the overtime with a duty to take time off in lieu.

In general, time off is full days off unless otherwise agreed between the company's management and the shop steward. Surplus hours that do not warrant a full day off work are carried over.

1. Time and date

Time off in lieu must be taken within a 4-month period after completion of the overtime work.

An employee who resigns with notice pursuant to clause 38 (3) of the Agreement must have taken any time off in lieu before expiry of the notice.

2. Notice
The dates of the lieu days are determined by the employer upon local negotiations between the parties, but the employee must be notified at least 6 x 24 hours before.

Fixed time off can be terminated with notice at least 6 x 24 hours before.

3. Payment
In general, time off in lieu is without pay, but if the local parties agree, a system may be established to retain earned wages for payment at time off.

4. Overtime without duty to take time off
In the following cases, there is no obligation to take overtime as time off:

a) If it is agreed with the shop steward that overtime is not to be taken as time off.

b) If the overtime is due to
- sick replacement,
- absence of other employees,
- loading and unloading of ships,
- furnace breakdown, machine failure, interruption of supplies, etc.

c) If overtime amounts to less than 8 hours in 4 consecutive weeks at fulltime employment.

See Note 3 on calculation of overtime.

d) If the overtime is up to 12 hours in 4 consecutive weeks and relates to repairs requiring special efforts by suitable employees with special training for a limited time; repair of major facilities, or repair of one-time tasks in order-producing companies.

e) In companies where a shop steward is not elected, the local parties may apply for exemption under the following rules:

If compelling reasons so speak, overtime over 8 hours in 4 consecutive weeks may be exempted from time off in lieu. In such cases, the parties shall promptly submit identical application to their respective organisations applying for exemption from the duty to take time off; however, such application may never prevent the commencement and execution of overtime.

The exemption application, signed by the local parties, must be submitted no later than the day after commencement of the extended overtime so any exemption can be decided immediately by the organisations. In the period until the decision of the organisations has been announced, the local parties will be authorised, if circumstances so warrant, to grant exemption from the duty to take time off for any overtime performed in the meantime.

f) If the overtime is due to catching up on absenteism following unofficial industrial action.

5. Non-fulltime employees
Employees, who are not fulltime employees, are only covered by the rules to take time off in lieu if the employee, in a single calendar week, works beyond the at any time agreed number of hours worked for fulltime employees.

Note. 1 Mælkekonservesindustriens Arbejdsgiverforening (the employers' association of tinned milk products) - see special clause 3.

Note. 2 Konsumfiskeindustriens virksomheder (companies in the edible fish industry) - see special section, clause 1.

Note 3 The calculation of hours of overtime starts from the beginning of the calendar week in which overtime occurs. Following the date when lieu time was calculated, new calculation starts at the beginning of the next following calendar week in which overtime occurs.

Week no.	*1*	*2*	*3*	*4*		*Date of calculation*
Overtime	*5*	*0*	*3*	*1*		*1 hour for time off*

Week no.	*5*	*6*	*7*	*8*	*9*	*Date of calculation*
Overtime	*0*	*3*	*4*	*2*	*3*	*4 hours for time off*

Subclause (9) Illness and time off in lieu

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

The provision is valid for time off in lieu according to subclause 3 and subclause 8.

Subclause (1)0 Absenteism resulting from unofficial industrial action

Unofficial industrial action is regarded as absenteism from its beginning.

When absenteism results from an unofficial industrial action, overtime pay is not granted for any hours before the hours of non-attendance have been performed by the employee beyond his or her normal working hours. Execution of the missing hours can be notified by the employer according to the rule in subclause 4 for execution within 14 days after work has been resumed after the unofficial industrial action.

Clause 14 Staggered working hours

Subclause (1) Use of staggered working hours
Work in staggered hours is one of several ways to organise extended operating hours, with referrence to clause 9.

For work in staggered hours, working hours can be placed around the clock.

Subclause (2) Conditions for staggered working hours
Staggered working hours are the normal working hours, as determined for the individual week, that are scheduled entirely or partially in the period 18:00 - 06:00, cf. clause 9.

If working hours are only staggered in the period 06:00 - 18:00, see clause 9(1), regarding notice of normal working hours.

Staggered working hours cannot be unilaterally established according to clause 14 for work, which so far has been performed in accordance with the rules on shiftwork in clause 15.

Subclause (3) Scheduling staggered working hours
Employees have regular daily working hours and can work in teams or individually at staggered working hours.

The company's operating hours are independent of the individual employee's working hours as determined by the collective agreement.

Subclause (4) Normal working hours at staggered hours
The normal working hours for work at staggered hours are 37 hours a week, regardless of the time of the day that the work is performed.

Subclause (5) Establishment and transition to staggered working hours
Staggered working hours can be established for the entire company, individual departments or individual production areas. A team may consist of one or more employees.

Employees must be given at least 5 x 24 hours notice (all calendar days included) when work is established for staggered working hours.

The same notice must be given to employees transferred to staggered working hours.

The notice should not be given to newly appointed employees, who are hired for work at staggered working hours.

If notice is not given, payment will be made to the expiry of the notice at the usual overtime pay rate, according to the rules in clause 13(6) of the Agreement, for time outside the company’s normal daytime working hours. If these do not exist for all employees, the normal daytime working hours of each employee or department are used. It is only a payment rule for staggered working hours according to subclause 4, since the change does not involve additional working time.

Subclause (6) Additional payment for staggered working hours

Work during staggered hours will be paid as follows:	1 March 2023	1 March 2024	
Allowance 1 per hour	DKK 29.40	DKK 30.45	
Allowance 2 per hour	DKK 47.45	DKK 49.65	
Allowance 3 per hour	DKK 56.60	DKK 58.55	

Weekdays from 06:00 to 22:00: Allowance 1.

Weekdays from 22:00 to 06:00: Allowance 2.

If staggered hours begin at 24:00 or thereafter, they should be paid until 06:00: Allowance 3.

Overtime
In case of overtime in periods when allowance for staggered working hours is paid (Allowance 1, 2 or 3, see above), in addition to overtime allowance, cf. clause 13 (7), the corresponding allowance for staggered working hours must be paid if the overtime is required to be performed in connection with the staggered working time.

Note Foundries - see special section §4.

Subclause (7) Change to fixed working hours at staggered working hours
An employee is entitled to work at least one full week in accordance with the rules on staggered working hours. If the company interrupts the work at staggered hours before the end of the full week, work is paid with allowance corresponding to the usual overtime allowance, cf. clause 13 (7), for the hours that are outside the normal daytime working hours of the company.

Changes of working hours to other staggered hours must be notified 5 x 24 hours in advance. Transfer to normal working hours, cf. clause 9, may take place without notice.

Subclause (8) Health check for nighttime

In Annex 10 of the Agreement - Organisation Agreement on the implementation of the EU Working Time Directive - the parties have agreed that night workers must be offered a health check paid by the employer before commencing employment as a night worker and that employees who, according to the same annex' items 2-4, are classified as night workers, must be offered health checks within a regular period of not more than 2 years. The annex also contains rules on when and how health checks are to be carried out.

In the protocol of 6 April 2011 on implementing the model for health control in the Organisation Agreements of Industry, the parties to the agreement have laid down detailed rules for how health checks should take place in practice.

As of 1 March 2024, subclause (8) above shall be replaced by subclause (8) below:

Subclause (8) Preventive measures for night work
The parties to the collective agreement agree that the organisation of night work follows the recommendations of the National Research Centre for the Working Environment (NFA), including the special recommendations for pregnant women. In Appendix 10 – Organisationsaftaler ("Organisation agreements" – only in Danish) on the implementation of the EU Working Time Directive, the parties to the collective agreement have agreed according to which principles night work should be planned in order to follow the recommendations and what measures should be taken if the recommendations are not followed.

The Appendix also contains rules stipulating that night workers must be offered a company-paid health check before they take up employment as night workers, and that employees classified as night workers in accordance with points 2-4 of the same Annex must be offered health surveillance within regular periods.

The Appendix also contains rules on how often, when and how health surveillance is to be carried out.

In the protocol of 6 April 2011 on the implementation of the model for the implementation of health surveillance in the Danish Industry Organisation Agreements, the parties to the collective agreement have laid down detailed rules for how health surveillance is to take place in practice.

Clause 15 Shiftwork

Subclause (1) Use of shiftwork

1.1
Shiftwork is one of several ways in which to organise extended operating hours.

1.2
At shiftwork, working hours can be placed around the clock on all days of the week throughout the year.

1.3
Shiftworkers have varying daily working hours and work according to a work schedule.

Subclause (2) Requirements for shiftwork

2.1
Shiftwork means that work is performed at different daily working hours according to a pre-agreed work schedule, cf. 3.6.

2.2
Work schedules can be prepared on the following bases:

1) Work schedules are based on locally agreed principles.

2) Work schedules are prepared by local agreement.

3) In cases that agreement on a work schedule cannot be reached, the employer may establish a work schedule in accordance with the protocol of 20 February 1995 “Team Operation”.

2.3

An employee whose working hours are fixed in a work schedule with fixed weeks, a rota system or according to a shift plan, cf. 3.6, is considered a shiftworker.

Subclause (3) Scheduling working hours for shiftwork

3.1
At shiftwork, the 24 hours of the day is considered from 06:00 to 06:00 or from normal working hours in the individual company to the same time the next morning, unless otherwise agreed in writing.

3.2
Shiftworkers have different daily working hours and work in teams with changing working hours. However, fixed working hours (fixed teams) can be established for all 3 shifts, if agreed.

3.3
When organising the work schedule, shiftworkers must be given weekends off in the best possible way.

3.4
The company's operating time is independent of the collectively agreed working hours of the shiftworker.

3.5
The teams usually replace each other, but if the company's operation so requires, the teams may overlap, or there may be a gap between them.

3.6
Working hours are defined in a work schedule that contains an overview of times of the individual shifts. The work schedule may be prepared according to three different principles:

a) Fixed weeks: combination of whole weeks with fixed weekly working hours as 1st, 2nd or 3rd shift, repeated continuously.
b) Rota system: combination of shifts as 1st, 2nd or 3rd shift, repeated as rotating periods.
c) Shift plan: combination of shifts as 1st, 2nd or 3rd shift, arranged for a given calendar period.

Subclause (4) Normal working hours at shiftwork

4.1

The normal working hours at shiftwork depend on which one of the three principles for determining working time is used:

a) Fixed weeks: At work schedules with whole weeks of fixed weekly working week on either 1st, 2nd or 3rd shift, normal weekly working hours are:

1. 37 hours for each shiftworker working the 1st shift,

2. 34 hours for each shiftworker working 2nd or 3rd shift.

The working hours of each shiftworker must be reduced by 1/5 of the weekly norm when a bank holiday, holiday day, or day off according to the Agreement falls on one of the five weekdays.

If, in relation to the proportionate reduction due to bank holidays, days of annual leave and holidays relating to the collective agreement, there are missing or excess hours as a result of working hours of that day being shorter or longer than 1/5 of the average weekly working time, these hours should be placed on other working days.

In this situation, the parties to the Agreement recommend that a written local agreement specifies how proportionate reductions due to bank holidays, days of annual leave and collective holidays should be handled in practice, including a provision that missing or excess hours should be handled in a bank of hours.

Overtime can be established of up to 3 hours per week for all three shifts, provided it is locally agreed.

b) Rota system: For a work schedule with a combination of shifts as either 1st, 2nd or 3rd shift, average normal weekly working hours in each rotation period are

1. 35 hours at a combination of 1st, 2nd and 3rd shift.
2. 35.5 hours at a combination of 1st and 2nd shift and a combination of 1st and 3rd shift.
3. 34 hours at a combination of 2nd and 3rd shift.

Hours beyond the stated average in each week are scheduled as full days off during the rotation period.

The working hours of each shiftworker must be reduced by 1/5 of the weekly norm when a bank holiday, holiday day, or day off according to the Agreement falls on one of the five weekdays.

If, in relation to the proportionate reduction arising from bank holidays, days of annual leave and holidays relating to the collective agreement, there are missing or excess hours due to working hours of that day being shorter or longer than 1/5 of the average weekly working time, these hours should be placed on other working days.

In this situation, the parties to the Agreement recommend that a written local agreement specifies how proportionate reductions arising from bank holidays, days of annual leave and collective holidays should be handled in practice, including that missing or excess hours should be handled in a bank of hours.

c) Shift plan: For a work schedule with a combination of shifts as either 1st, 2nd or 3rd shift, the average normal weekly working hours in each calendar period, for which the working time plan is prepared, are

    1. 35 hours at a combination of 1st, 2nd and 3rd shift.
    2. 35.5 hours at a combination of 1st and 2nd shifts and a combination of 1st and 3rd shifts.
    3. 34 hours at a combination of 2nd and 3rd shifts.

Hours beyond the stated average in each week are scheduled as full days off during the calendar period for which the working schedule has been prepared.

The total working hours of each shiftworker in the work schedule is reduced by 1/5 of average weekly norm for each bank holiday, holiday day, or day off according to the Agreement, that falls on one of the five weekdays throughout the calendar period for which the working schedule has been prepared.

Subclause (5) Establishment and transition to shiftwork

5.1
Shiftwork can be established for the entire company, individual departments or individual production areas. A team may consist of one or more shiftworkers.

5.2
Shiftwork may be established for a particular job, which has so far been carried out in accordance with the rules on staggered working hours in accordance with

clause 14, but a particular job established as shiftwork cannot unilaterally be replaced by teams on staggered working hours in accordance with clause 14.

5.3
At the establishment of shiftwork, employees must be given at least a 5 x 24-hour notice (all calendar days included).
The same notice must be given to employees who are not shiftworkers, but who are transferred to a shift team.

5.4
The notice shall not be given to newly appointed employees, who are hired for shiftwork.

For employees, who are already shiftworkers, changes in working hours must follow the provisions of subclause 7.

5.5
If notice is not given, payment will be made to the expiry of the notice at the usual overtime pay rate, according to the rules in clause 13(7) of the Agreement, for time outside the company's normal daytime working hours. If these do not exist for all employees, the normal daytime working hours of each employee or department are used. It is a payment rule that replaces payment of shift allowance, but the work is not overtime.

5.6 Duration
If an employee is prevented from continuing shiftwork for more than 3 days, at the employer's request and without the employee's fault, payment is the same as at absence of notice, cf. 5.5.

Subclause (6) Allowances for shiftwork

6.1
Refer to subclause 7 for a more detailed description of the terms used in subclause 6.

6.2

Shiftwork is paid as follows:	1 March 2023	1 March 2024
Allowance 1 per hour	45.45	47.05
Allowance 2 per hour	97.40	100.80
Allowance 3 per hour	97.70	101.15
Allowance 4 per hour	30.64	31.70

Allowance 5 per occurrence	243.80	252.35

6.3
Weekday from 18:00 to 06:00 except Saturdays: Allowance 1.

From Saturday 14:00 until the end of the 24 hours of Sunday: Allowance 2.

Bank holidays and holidays according to the Agreement: Allowance 2.

No other payment shall not be granted in accordance with clause 13 for normal scheduled working hours.

6.4
It can be agreed locally that payments start and end up to 8 hours earlier than stated. In this way, with the same allowance payments, Friday evening/night may be given as time off instead of Sunday evening/night. For example, if payment for the 24 hours of Sunday ends Sunday evening at 22:00, Allowance 1 is payable from this time until Monday at 06:00. Consequently, Allowance 2 is paid from Saturday at 06:00 to Sunday at 22:00.

6.5 Overtime
In case of overtime at hours that entitle shift allowance (Allowance 1 or 2, see above), the relevant shift allowance will be paid in addition to the overtime allowance.

6.6 Working on, or staggering of, days off
On bank holidays or holiday days, working hours must be reduced so that for shifts with fixed weeks or rotation, cf. 4.1 a. and b., a compensatory day off is granted on another working day or by reducing the working hours of a given shift plan, cf. 4.1 c.

If the compensatory day off cannot be granted, an additional allowance per hour: Allowance 3 must be paid in addition to overtime payment and Allowance 2, for work on the bank holiday or the holiday according to the Agreement.

If work must be carried out on a planned off-duty day, or if a planned off-duty day is staggered, this must be compensated in accordance with the rules in subclause 8.5.

6.7 Extra days off
Subject to local agreement, it may be agreed that up to 40% of Allowances 1 and 2 may be added to the shiftworker's Free Choice Account and used as pay at extra day offs.

Subclause (7) Change of fixed working hours at shiftwork
Fixed working hours can be changed in several ways:

a) **Interruption.** One or more teams (not individuals in these) finish work in the current work schedule so that either the work is no longer carried out in accordance with the shift rules, or the previous work schedule is replaced by another work schedule.

b) **Reorganisation** One or more teams (not individuals in these) have the scheduling of their working hours in the current work schedule changed within the framework (ie unchanged basis time) of this.

c) **Transfer.** One or more shiftworkers may have the scheduling of their working hours changed to working hours that apply to a team other than the one on which the shiftworker previously worked.

d) **Instant transfer.** Transfers due to sudden events. Sudden events include non-normal occurrences that cannot be predicted at least 5 x 24 hours in advance, including sudden illness, other employees' absence without agreement, loading and unloading of ships and casualties on technical installations with vital influence on production.

e) **Staggering of planned off-duty day**. One or more shiftworkers or teams may, within a period of up to 4 weeks, have the scheduling of a planned off-duty day changed to a working day according to the work schedule.

f) **Suspension of planned off-duty day**. One or more shiftworkers or teams may have a planned off-duty day suspended without being granted another day off.

At these changes, notice, calculation of working hours and allowances may be required, cf. subclause 8 and the following overview:

Change		Notice	Calculation	Allowance
a	Interruption	Yes	Yes	No*
b	Reorganisation	Yes	Yes	No*
c	Transfer	Yes	Yes	No*
d	Instant transfer	No	Yes	Yes
e	Staggering	No	No	Yes

f	Suspension	No	No	Yes

* If notice is observed.

Subclause (8) Notice, calculation and allowance at change of fixed working hours

8.1 Notice
Changes according to subclause 7, a), b) and c) must be notified at least 5 x 24 hours in advance (all calendar days included). Changes according to subclause 7, d) and e) should be notified as soon as possible.

Changes may be notified regardless of the basis of the working schedule, cf. subclause 2.

If working hours are to be changed before expiry of the notice, shiftworkers who are entitled to notice, are paid allowance corresponding to the usual overwork allowance for time outside the company's normal daytime working hours. If these do not exist for all employees, the normal daytime working hours of the individual employee (or department/group) are used. It is a payment rule that replaces payment of shift allowance, but the work is not overtime.

8.2 Calculation of number of working hours
At changes to subclause 7.1, a), b), c) and d), the working hours must be calculated individually for each shiftworker during the pay period in which the change occurs.

The calculation is made by:

1. adding up the working hours actually worked during the pay period in which the change takes effect; and
2. comparing this number to the basis time according to the Agreement, cf. subclause 4, i.e. after any reduction, for this pay period.

If the calculation of working hours shows that the shiftworker has worked more than the agreed basis time during the pay period, it must be compensated with an allowance corresponding to the usual overtime payment starting with the lowest rates for the excess hours. The low rates are used only once in each calculation.

If the calculation shows that the shiftworker has worked less than the agreed basis time during the pay period, the usual pay for hourly paid work shall be paid for this number of hours, but excluding all other allowances.

Actual overtime is not included in the calculation. Hours, which for other reasons are paid with allowance corresponding to overtime allowance, are included in the statement.

8.3 Calculation of working hours on dismissal
If a shiftworker is dismissed at no fault of his or her own, calculation of hours must be made for the pay period during which he or she leaves, according to subclause 8.2.

The basis time in the pay period, during which the shiftworker leaves, shall be calculated by multiplying the number of working days of the five weekdays (Monday-Friday), which are included in the notice, with 1/5 of the average weekly agreed basis time, cf. subclause 4.

8.4 Instant transfer
Shiftworkers who, due to suddent events, cf. subclause 7 d), have their shiftwork interrupted, reorganised or transferred to another team, are not entitled to a 5 x 24-hour notice.

Upon transfer due to sudden events, a lump sum is paid, cf. subclause 6 (2) Allowance 5.

Existing local schemes cannot be reduced by this provision.

8.5 Staggering or suspension of scheduled off-duty days
Scheduled off-duty days that fall on a weekday may be staggered without this being part of a reorganisation of a work schedule, but no longer than for a period of four weeks, unless otherwise agreed locally. If a scheduled off-duty day is staggered, allowance is paid per hour: Allowance 4.

Scheduled off-duty days that fall on a weekday may be suspended without the shiftworker being granted another day off instead. Work on this day is subject to agreed extra payment for work on a pre-arranged weekday off, cf. clause 13 (7, no. 2), as well as the shift allowance corresponding to the relevant time (Allowance 1 or 2).

Allowance 3 is granted if a scheduled off-duty day falls on a bank holiday that falls on one of the five weekdays and no compensatory day off can be granted. The allowance is paid in addition to overtime pay for work on a pre-arranged weekday off, cf. clause 13 (7, no. 2) for the number of hours, the working hours should have been reduced, cf. subclause 3.

Subclause (9) Local agreements
In addition to the provisions of this clause, it is possible to enter into local agreements, taking into account the special circumstances of the companies regarding the scheduling of working hours, shift changes and meal breaks, and equalisation of payments over a period of time. Such agreements must be in writing and in accordance with clause 8.

Subclause (10) Health check for nighttime

In Annex 10 of the Agreement - Organisation Agreement on the implementation of the EU Working Time Directive - the parties have agreed that night workers must be offered a health check paid by the employer before commencing employment as a night worker and that employees who, according to the same annex' items 2-4, are classified as night workers, must be offered health checks within a regular period of not more than 2 years. The annex also contains rules on when and how health checks are to be carried out.

In the protocol of 6 April 2011 on implementing the model for health control in the Organisation Agreements of Industry, the parties to the agreement have laid down detailed rules for how health checks should take place in practice.

As of 1 March 2024, subclause (10) above shall be replaced by subclause (10) below:

Subclause (10) Preventive measures for nightwork
The parties to the collective agreement agree that the organisation of night work follows the recommendations of the National Research Centre for the Working Environment (NFA), including the special recommendations for pregnant women. In Appendix 10 – Organisationsaftaler ("Organisation agreements" – only in Danish), on the implementation of the EU Working Time Directive, the parties to the collective agreement have agreed according to which principles night work should be planned in order to follow the recommendations and what measures should be taken if the recommendations are not followed.

The Appendix also contains rules stipulating that night workers must be offered a company-paid health check before they take up employment as night workers, and that employees classified as night workers in accordance with points 2-4 of the same Annex must be offered health surveillance within regular periods.

The Appendix also contains rules on how often, when and how health surveillance is to be carried out.

In the protocol of 6 April 2011 on the implementation of the model for the implementation of health surveillance in the Danish Industry Organisation Agreements, the parties to the collective agreement have laid down detailed rules for how health surveillance is to take place in practice.

Clause 16 EU Directive on working time

The parties are covered by an Organisation Agreement of 20 February 1995 on the Implementation of the EU Directive on working time. 17

The Agreement is reprinted as Appendix 10. § 15-16-

Clause 17 Directive on the protection of young people at work

The parties are covered by the Protocol of 20 February 1995 on the implementation of the Directive on the protection of young people at work.

The agreement is reprinted as Appendix 11.

Clause 18 Time off

Subclause (1)

(a) In addition to public holidays as provided for from time to time by legislation, 1 May, 5 June (Constitution Day) and 24 December (the day before Christmas) – reckoned from 6 a.m. or from the beginning of normal working time to the next day - shall be full days off.

If individual employees are instructed to perform work on such days, a premium shall be payable in accordance with item (2b) of clause 13(7); on Constitution Day after 12 noon, however, in accordance with item (2b) and (2c) of clause 13(7).

Subclause (2)

The employee is entitled to five days off for holiday purposes within a holiday year.

Regarding the right to take days off for holiday purposes, the following applies:

a Eligible is anyone who has been continuously employed in the company for 9 months. Employees who have been employed for 9 months on 31 August, are entitled to five days off in the holiday year ending on the same day. Thereafter, they are entitled to five new days off in the following holiday year, which begins on 1 September.

b Days off for holiday purposes shall be converted into, and taken as hours within the holiday period.

c The days off for holiday purposes shall be compensated as pay during sickness.

d Days off for holiday purposes shall be scheduled in accordance with the same rules that apply to other leave (residual leave), cf. the provisions of the Holidays Act. However, this does not apply to days off for holiday purposes during a notice period after the company has dismissed the employee

e Upon the employee's resignation, the company is obliged to state in writing - possibly on the last payslip - the number of days/hours off for holiday purposes not taken.

f If the days off for holiday purposes are not taken before December 31, 2021, the employee may, within three weeks, claim compensation corresponding to pay during sickness per unused day off for holiday purposes, after which compensation shall be paid with the next payslip.

g The amount of compensation shall be included in the pay qualifying for holiday pay, but no pension shall be calculated from the amount of compensation.

h Employees who change jobs during a holiday period can only take five days off in each holiday period related to the assigned days off.

Chapter IV. Outwork and travel work

Clause 19 Outwork

Subclause (1) Definition of outwork

Outwork shall mean work outside the workshop or the workplace where the employee is engaged provided that the work does not require overnight accommodation outside his/her home.

Subclause (2) Payment for outwork

1. Unless otherwise agreed, outwork shall be paid for at the employee's (in case of doubt the workshop's) average earnings from both piecework and time-rate work at the workshop in the preceding quarter.

2. In addition, an allowance per hour worked shall be payable with effect from:

1.3.2023	DKK 5.84
1.3.2024	DKK 6.00

   Where premises for changing clothes and having meals or a mobile workmen's hut approved under the provisions of the Danish Working Environment Act and the associated executive orders are made available, the allowance shall not be payable.

3. The outworking allowance mentioned in item (2) shall not cause any changes in any locally agreed higher outworking allowances.

Subclause (3) Payment of travelling allowance

1. When, in connection with outwork, the employee is required to be present at the workplace from the beginning to the end of the working hours, an allowance shall be payable in respect of the time and cost of travelling.
   The allowance shall be fixed by local negotiation. If agreement cannot be reached, an allowance shall be paid in accordance with the rules set out below: BetaPayment for travelling as passenger on transport provided by the company, using public means of transport or the employee's own motor vehicle.

The time of travelling, i.e. the computed time spent travelling from the employee's home to the place of the outwork and back, shall be paid for by the employer if it is longer than the employee's normal time of travelling from home to the company. In that case, the time of travelling shall be paid for at 75 per cent of the employee's normal payment for time-rate work. Payment is only for extra time of travelling.

Where public means of transport are used, the computed cost of travelling from the company to the place of the outwork and back shall be paid in addition to the payment for the time spent in travelling. Where the employee travels as passenger on transport provided by the company, the payment shall cover only the time spent in travelling.

Where the employee's own vehicle is used by arrangement with the employee, a kilometre allowance in accordance with clause 21shall only be paid if the distance from the employee's home to the place of the outwork and back is longer than the distance from the employee's home to the company and back. Kilometre allowance is only paid for the extra distance.

At local level, an agreement may be made with the employees in the company that any kilometre allowance shall be calculated from the employee's usual residence to the place of the outwork.

2. If travelling to the place of the outwork takes place within working hours, the time spent in travelling shall - unless otherwise agreed - be paid for at the employee's normal payment for time-rate work. In addition, the company shall pay the cost of travelling as computed under item (1).

Subclause (4) Cessation of outworking and travelling allowances

1. Travelling allowance shall be paid in accordance with subclause (3) to employees sent out to work at another workplace, including any branches and departments of the company.

2. Any payment of travelling allowance shall cease if an employee is transferred to another branch or department belonging to the same company for a period exceeding one month.
During the first month a travelling allowance shall be paid in any event. In case of any renewed transfer from the branch or department after one

month's work at the place in question, a travelling allowance shall again be payable for up to one month, cf. the provisions laid down in subclause (3).

Note
The provision of item (2) is intended to apply to companies which have established or will establish permanent branches at a location other than the original head office of the company.

3. Where working conditions require that, in connection with work at a foreign location, a workshop or workplace shall be established to such an extent that the employees are engaged and paid there by the local supervisors, and premises for changing clothes and having meals or a mobile workmen's hut approved under the provisions of the Danish Working Environment Act and the associated executive orders are made available, the outworking and travelling allowances mentioned in subclauses (2) and (3) shall cease to be payable to employees employed there.
This provision shall not entitle the employer to dismiss an employee with the express purpose of re-engaging such employee elsewhere in order in this way to avoid payment of a travelling allowance.

4. For work on board vessels, however, the allowance shall be paid only where the location of worksites puts the employee to direct expense in excess of such expenses as such employee would have incurred by working at the workshop at which he/she was engaged to perform work or by working on board vessels at the quay of the workplace. Thus no allowance shall be paid for work on board vessels if during working hours the employees are transported to and from the workplace where they are employed and where they can have their meals in the usual manner.

5 Employees engaged chiefly to perform work outside the premises of the company shall not be entitled to the outworking and travelling allowances mentioned in subclauses (2) and (3) if an agreement in writing excluding such payments was made at the time of engagement or at the time of commencement of the work.

Note:

The collective agreement parties agree that the concepts of 'engagement' and 'commencement of the work' can be regarded as met in connection with adjustment, cf. Clause 48 (2).

Clause 20 Travel work

Subclause (1) Definition of travel work

Travel work shall mean work outside the business premises at a place where the employee has to stay overnight.

Subclause (2) Payment for travel work

Unless otherwise agreed, travel work shall be paid for at the average earnings of the employee from both piecework and time-rate work at the workshop in the preceding quarter.

Subclause (3) Payment for travelling time

1. The travelling time shall be reckoned from the time when the employee leaves the workshop to make the necessary preparations for the trip. When the travelling time is outside normal working hours, two hours for preparations, etc., including any local transportation, shall be added to the travelling time officially spent in travelling by a public means of transport.
2. Payment for travelling time shall be fixed by local negotiation. Failing agreement, payment shall be made as follows:

   (a)Within normal working hours at the normal rate for time-rate work.

   (b)Outside normal working hours at 75 per cent of the minimum rate.

Subclause (4) Payment of the costs of travelling, board and lodging § 20

The employee shall be reimbursed for the cost of travelling, and where board and lodging is not provided at the workplace by the employer, payment for board and lodging shall - unless otherwise agreed - be made according to authorised bills.

Subclause (5) Travel work abroad

Where employees are sent out to work abroad, including the Faroe Islands and Greenland, a written agreement shall be made prior to the commencement of the trip, setting out working hours, pay and working conditions, transportation, the currency in which the pay is to be paid, any

allowances in cash or kind during the stay, including board and lodging, the duration of the work to be performed abroad, any insurances taken out for the employee and terms and conditions in case of any subsequent continuation of the employment in Denmark.

The following subclause (5(replaces the above subclause (5) on the same date as the Danish legislation implementing the Working Conditions Directive enters into force:

Subclause (5) Travel work abroad
When employees are sent to work abroad, including the Faroe Islands and Greenland, a written agreement must be made prior to the start of the trip on:

a. The country(s) in which the work is carried out.

b. Working time.

c. The duration of the work to be carried out abroad.

d. Working conditions and wages, including the currency in which wages are paid (may be given by reference to laws or collective agreements).

e. Any benefits in cash and kind, including board and lodging.

f. Conditions of transport (outward and return transport and local transport).

g. Information about costs in connection with return to the home country is reimbursed as well as terms for the employee's possible subsequent continuation of employment in Denmark.

h. Any insurance policies taken out for the employee.

Link to the central, official and national website established in the country of secondment, as set out in Annex II. Directive 2014/67/EU of the European Parliament and of the Council.

This provision supplements clause 37(1)-(5) and the note.

Transportation shall mean the journey there and back as well as any local transportation.

Clause 21 Employee´s use of their own motor vehicles in the service of the company

Subclause (1)

Employees using their own motor vehicles in the service of the company shall be paid an allowance per kilometre driven equal to the allowance fixed from time to time in pursuance of the rules applying to the Government Services.

Subclause (2)

The organisations agree that the individual employee shall be free to decide whether he/she wants to make his/her motor vehicle available to the company.

Subclause (3)

Any existing agreements on the payment of an allowance to employees using their own motor vehicles shall not be impaired by this Agreement.

Chapter V. Pay conditions

The use of payment by time or incentive pay systems should be applied locally in a way which will promote to the greatest possible extent the productivity, competitiveness, and consequently also the employment opportunities, of the individual company.

Clause 22 General time-rate provisions

Subclause (1)

The minimum hourly pay rates for time-rate work shall be as follows:

As of 1 March 2023	
For adult employees	DKK 131.65
For employees under the age of 18	DKK 75.80
As of 1 March 2024	
For adult employees	DKK 136.15
For employees under the age of 18	DKK 78.40

Subclause (2)

The pay of each employee shall be agreed in each individual case between the company and the employee without interference from the organisations or their members.

If the local parties wish to negotiate the wage collectively, this can be agreed according to the rules in clause 8.

The parties to the Agreement find it natural to include, for example, wage increases resulting from any increases in the Free Choice Account in connection with local pay negotiations.

Negotiations concerning pay adjustments cannot take place more than once in every year covered by this Agreement, that is to say in the period from 1 March to 1 March.

Subclause (3)

In order to best support his/hers colleagues in connection with the conclusion of agreements on wage pursuant to clause 22(2), the shop steward may request clarification of the company's productivity, competitiveness, financial situation and future prospects, including order backlog, market situation and production conditions.

Subclause (4)

In cases where there is found to be a general disparity as regards pay, either organisation shall have a right to present a complaint to the other under the rules for handling industrial disagreements.

Subclause (5)

In principle, the company shall base the pay-rate variation on a systematic evaluation where due account is taken of, for example, the individual employee's competence, experience, training and effort in production. In addition, account shall be taken of the demands of the work on the employee, including any special nuisances connected with the performance of the work. The systematic evaluation may be made by means of a qualification pay system.

Note
Special time-rate provisions - see Special Part

Clause 23 Supplementary pay systems

Subclause (1)-23

Individual or collective agreements may be made concerning pay systems supplementing pay fixed according to clause 22. Supplementary pay systems may include pay by results, bonuses, production premiums, performance-related pay, function pay, job bonuses, inconvenience allowances or a system based on team qualifications.

Subclause (2)

Payment under supplementary pay systems cannot be changed more than once in any one year covered by this Agreement.

Subclause (3)-24§ 23

Agreements on supplementary pay systems should be in writing.

Subclause (4)

Unless otherwise agreed, collective agreements on supplementary pay systems may be terminated in accordance with clause 8.
Unless otherwise agreed, individual agreements may be terminated at the notice of termination applying to the individual employee concerned.

Subclause (5)

On discontinuation of the supplementary pay system the employee shall receive a pay fixed according to clause 22 and any other continuing supplementary allowances.

Clause 24 Piecework

Subclause (1)

(a) Piecework may be agreed by free negotiation and/or local agreement.
(b) The payment for piecework cannot be changed more than once in any one year covered by this Agreement.
(c) Any existing local agreements which apply to specific work and which cannot be terminated or expire before completion of the work shall not be covered by item (b).

Subclause (2)

(a) Where piecework rates are fixed by free negotiation, this shall take place by negotiation between the employer and the employee(s) to whom the piecework is offered.
(b) Where agreement cannot be reached, either party shall be entitled to call in the shop steward to participate in the further negotiations.
(c) Where agreement is not reached, the work shall be performed for a payment which is 11 per cent less than the average piecework earnings in the quarter preceding the negotiations for the group of employees in the company to which the employee concerned belongs.

However, the payment cannot be less than the minimum pay according to this Agreement.

Application of the above provision as a basis for payment of a substantial part of the employees engaged on piecework is regarded as abuse.

Subclause (3) § 24

Price lists, piece rates and other fixed piecework rates and locally agreed piecework rates may be terminated in accordance with clause 8.

Subclause (4)

A piecework book or file shall be kept in which all piecework jobs shall be entered, stating clearly the extent, limitation, price, etc. of the work. The employees shall have access thereto. Piecework which has previously been entered need not be entered again.

Subclause (5)

Unless otherwise agreed, the individual employee shall receive the usual time rate as advance payment for piecework.

Subclause (6)

For participation in internal information and instruction meetings during working hours, employees who are interrupted while doing piecework shall be paid the average earnings from piecework and time-rate work in the preceding quarter for the group of employees to which the employee concerned belongs.

Subclause (7)

In cases where an employee performs a part of a job which has been assigned as piecework to one or several other employees whose production is dependent on the former employee's effort, a special piecework arrangement should be agreed with such employee prior to the commencement of that part of the job.

Where this is not possible, a suitable addition to the time rate shall be agreed with the employee in question.

Subclause (8)

On completion of the piecework the employee shall hand in his/her piecework ticket for approval of the work.

When the work has been approved, the difference, if any, shall, as far as possible, be computed on the next pay day, however, not later than four weeks after approval of the work.

Subclause (9)

Unless otherwise agreed, any surplus on piecework on a group basis shall be distributed on the basis of the individual employee's time rate and the hours worked.

Note

The local parties may seek advice and assistance concerning pay systems from the organisations and in "Plusløn", which is the pay system method guidelines of the organisations.

Clause 25 Free Choice Account

Subclause (1) Contributions

a The company shall pay to the employee's Free Choice Account 7 per cent (as from 1 March 2024: 9 per cent) of the pay qualifying for holiday pay, and this amount shall be made available for the employee's free choice.

b

b. If the employee does not make use of the entire contribution to the Free Choice Account in connection with his/her free choice before August 1, the company may pay the remaining contribution continually with the employee's pay, however no more than 3 per cent, unless the local parties have agreed otherwise. It is a prerequisite for payment that the company can

document that the employees have been invited to make a choice.

c. The local parties may agree that contributions to the Free Choice Account pursuant to subclauses 1, 2, 3 and 4 shall also be paid continually with the pay.

Contributions to, payments from and deposits in the Free Choice Account must appear on the employee's payslip.

Subclause (2) Days off for holiday purposes

a. Employees who, as of 1 September, are entitled to days off for holiday purposes, must, before 1 August, select or deselect the possibility of taking one or more of the days off during the next holiday period, or instead during the holiday year continuously receive a further 0.5 per cent of the pay qualifying for holiday pay per deselected day off. If all five days off are deselected, another total of 2.5 percent skall be set aside. The number of days off that the employee wants to take, shall be taken and paid in accordance with the current rules in clause 18 (2). Newly employed employees may make a corresponding choice no later than one month before nine months' senority has been achieved.

b. 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 Free Choice Account. The employee shall make the claim within three weeks after the end of the holiday period.

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 f)
- with deduction of the part of the Free Choice Account that comes from the deselected extra days off.

Subclause (3)Weekday holiday savings
For any employees not paid on weekday holidays, the savings of 4.0 per cent of the qualifying pay shall set aside for the Free Choice Account.

Subclause (4) Conversion of pension contributions At companies where a pension contribution of more than 12 per cent has been agreed for employees covered by the pension scheme of this Agreement, the company and the employee may agree to pay the extra amount into the Free Choice Account rather than the pension scheme.

Subclause (5) Options
The parties to the agreement encourage the company to initiate a dialogue with the employees about the possibilities of the Free Choice Account and encourage the employees to make a choice.

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, days off according to this Agreement, childs 2nd day of sickness, children's medical visit or childcare days, 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 company shall lay down suitable procedures and deadlines for the administration.

The local parties can enter into agreements about payment, including agree that amounts can be paid without the employee taking time off.

(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 no later than by 1 August each year the share of the savings for the Free Choice 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 Free Choice Account. Payment of pension contributions shall not trigger off any employer's contributions.

(c) Senior scheme

From five years before the state pension age in force at any given time, the employee may choose to use the contribution to the Free Choice Account to finance senior holidays as part of a senior scheme pursuant to clause 33.

Subclause (6) Residual savings on the Free Choice Account
If there is a surplus on the Free Choice Account at the end of the month of May, the amount shall be paid along with the first wage payment unless otherwise locally agreed.

However, funds that the employee has chosen to set aside for senior holidays pursuant to clause 33 shall not be disbursed.

Subclause (7) Resignation

On resignation the Free Choice Account shall be settled, and any surplus shall be paid out together with the last wage payment from the company.

Subclause (8) Holiday allowance and holiday bonus
The Free Choice Account savings include holiday allowance and holiday bonus of the savings.

Clause 26 Waiting time

Where, due to causes beyond his/her control, an employee has waiting time because of machine stoppage, furnace stoppage, weather conditions, shortage of materials or the like or because of an unacceptably low workshop temperature, and the employee concerned is not transferred to other work for which a different payment has been fixed, the employee shall

- in the case of piecework - receive his/her average earnings from both piecework and time-rate work in the preceding quarter, and

- in the case of time-rate work - continue to receive his/her usual time rate.

However, any existing arrangements shall not be impaired by this provision.

Clause 27 Lay-off

Attendance in vain
Where an employee attends for work and through no fault of his/her own is sent home without having been set to work, he/she shall receive, as payment for attending for work in vain, the normal payment for four hours' time-rate work.

If he/she is sent home due to other employees' stoppage of work, the company shall be exempted from any obligation to pay. However, employees who have been asked by the company to attend for work during a strike and who can prove that they attended for work without being set to work shall be entitled to payment under the first paragraph.

Note
Companies in the fishing industry and poultry dressing stations

- see Special Part, clause 1and 2.

Weather

Employees may be sent home without pay if the weather conditions for outdoor work make it impossible to perform the work.
Employees who have been sent home shall resume work once the unfavourable weather conditions are no longer present.§ 27-28

Clause 28 Pay periods/Payment of wages

Subclause (1)

Unless otherwise agreed locally, the pay period shall be two weeks and shall normally be reckoned from the beginning of a calendar week. Wages shall be paid on the first succeeding Thursday after the end of the pay period. If, for administrative reasons, it is found to be more expedient to prolong the period between the end of the pay period and the pay day, an agreement concerning payment of wages on Fridays may be made locally.

Subclause (2)

Payment may be changed to monthly pay. A transition to monthly pay must be notified at least 2 months in advance.

The pay shall be at the employee's disposal no later than the last banking day of the month.

In connection with a transition to monthly payment, the employee may request an advance payment equal to the net pay this employee would have received during the next pay period unless otherwise agreed.

The requested advance payment shall be paid out on the day that the 14-day pay is not fully paid for the first time. The amount shall be repaid as pay deductions over the following 12 months with 1/12 of the advance amount per month unless otherwise agreed. However, the remaining amount shall be deducted at the last payment if the employee resigns.

Subclause (3)

In companies where the majority of the employees are covered by another collective agreement than the present one, the employees covered by this Agreement shall follow the pay period and payment of wages rules which apply to the majority of the employees.

Subclause (4)§ 28

Where the pay day falls on a weekday holiday, the wages shall be paid two days before such holiday.
However, the companies shall be entitled to pay the wages by payment of an advance two days before the weekday holiday and payment of the balance on the next normal pay day.

Subclause (5)

Employees who have resigned shall be entitled to have their wages sent to them for payment on the first normal pay day after their resignation.

Subclause (6)

The pay shall be deposited to an account in a bank chosen by the employee. An itemised pay statement shall be handed out to the employee, possibly electronically*.

Subclause (7)

On holiday closing of the whole business for not less than two weeks any wages earned before the holidays shall be paid on the first succeeding Thursday after the holidays at the latest.
Subsequently, the rotation system used so far for payment of wages shall continue to be used.

Instead, payment of amounts on account may be agreed with individual employees or groups of employees. Agreed amounts on account shall be paid out on the last Thursday/Friday before the holidays and set off against the pay on the first pay day after the holidays.

Note: See appendix 22 on electronic documents

Chapter VI. Other provisions

Clause 29 Sickness/Injury

Subclause (1)

For employees with six months' seniority in the company, the employer shall, in the case of sickness reported in time and certified, for up to five weeks from the first full day of absence make a payment equal to the loss of income suffered by the employee concerned. See note.

After five weeks of sickness the employer shall pay full wages, excluding inconvenience allowance, for a further period of maximum nine weeks.

After five weeks of illness, the employer shall pay employees working according to the rules in clause 10 on weekend work full pay except for nuisance compensation for 37 hours per week for an additional maximum of nine weeks.

After five weeks of illness, the employer shall pay employees working according to the rules in clause 15 on shift work an increased hourly pay for an additional maximum of nine weeks for the scheduled hours. The increased hourly pay constitutes the employee's pay without nuisance compensation multiplied by 37 and divided by the employee's normal working hours, cf. clause 15 (4.1).

The amounts include the maximum daily cash benefit fixed by law.
The right to payment shall lapse if the sick pay reimbursement by the local authority ceases due to the employee concerned neglecting his/her duties pursuant to the Danish Sick Pay Act.

In those cases where the employee has already received sick pay/sickness benefit from the company, the company may, for the period preceding the cessation, only set off an amount equal to the loss of sick pay reimbursement against the pay of the employee concerned.

Shiftworkers' pay shall be computed in such a way that it corresponds to an average weekly working time of thirty-seven hours.

Subclause (2)

Where an employee is injured at the workplace and has to leave his/her work after prior agreement with the employer, the employer shall for up to five weeks from the first full day of absence make a payment equal to the loss of income suffered by the employee concerned. See note.
Injury at the workplace shall also mean any occupational disease that is evidently caused by work in the company concerned.

After five weeks of absence the employee shall receive full pay, excluding inconvenience allowance, for a further period of maximum nine weeks.

After five weeks of illness, the employer shall pay employees working according to the rules in clause 10 on weekend work full pay except for nuisance compensation for 37 hours per week for an additional maximum of nine weeks.

After five weeks of illness, the employer shall pay employees working according to the rules in clause 15 on shift work an increased hourly pay for an additional maximum of nine weeks for the scheduled hours. The increased hourly pay constitutes the employee's pay without nuisance compensation multiplied by 3 and divided by the employee's normal working hours, cf. clause 15 (4.1).

The amounts include the maximum daily cash benefit fixed by law.
The right to payment shall lapse if the sick pay reimbursement by the local authority ceases due to the employee concerned neglecting his/her duties pursuant to the Danish Sick Pay Act.

In those cases where the employee has already received sick pay from the company, the company may, for the period preceding the cessation, only set off an amount equal to the loss of sick pay reimbursement against the pay of the employee concerned.

Shiftworkers' pay shall be computed in such a way that it corresponds to an average weekly working time of thirty-seven hours.

Subclause (3)

In the case of sickness where the employee concerned has to leave his/her work after prior agreement with the employer, the employee shall receive a payment equal to the loss of income suffered by him/her as a result of the hours not worked on the day concerned. See note.

Persons who do not have six months' seniority in the company shall only receive pay at a rate equal to the sickness benefit rate.

Subclause (4)

In the case of a relapse due to the same sickness within fourteen calendar days of the first working day and onward after the expiration of the preceding period of absence, the employer's payment period shall be reckoned from the first day of absence in the first period of absence.

Subclause (5)

Persons having entered into an approved agreement in accordance with section 56 of the Danish Daily Cash Benefit (Sickness or Maternity) Act (the chronically ill) shall be exempt from the sick pay scheme in respect of the sickness covered by the agreement.

Subclause (6)

Persons laid off shall receive full pay if they were reported ill before the day on which notice of lay-off was given.

Subclause (7)

Persons who are to join a short time working scheme shall receive full pay if they were reported ill before the day on which notice of implementation of the short time working scheme was given.

Subclause (8)

Holiday pay during sickness and weekday holiday payment for the period during which the employer pays full pay shall be computed on the total pay paid.-

Holiday pay during sickness and payment to the Free Choice Account for the period during which the employer pays full pay shall be computed on the total pay paid.

Note
The loss suffered shall be computed as the amount that the employee concerned would have received for the period concerned, i.e. personal wages plus such fixed premiums and allowances as may be expected, e.g. staggered hours allowances, shift premiums, pension contributions, bonus schemes and other systematically occurring premiums and allowances, cf. the minutes of the organisational committee meeting of 30 May 1994. For employees whose current loss cannot be computed right away - e.g. in the case of piecework on an individual basis - the computation of sick pay may be based on the average earnings during the last quarter.

Average earnings = average earnings on both piecework and time-rate work, plus a systematically occurring inconvenience allowance.

Clause 30 Children's sickness/Hospitalisation/Childcare days

Subclause (1)

For employees and employees in training, time off is granted when necessary for the care of the employee's sick child/children under 14 if this/these are living at home.

This time off applies only to one of the child's parents and to the child's first full day of sickness.

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

Employees with less than nine months' seniority shall receive payment corresponding to sickness benefit rate of the employee concerned. Employees with nine months' seniority shall receive full pay, cf. clause 29(1). S

If the child continues to be ill after the first full sick day, the employee shall be entitled to another 1 day off. This day off is without pay, but the employee may be paid an amount from his/her Free Choice Account.
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Subclause (2)

Workers and employees undergoing training shall be allowed time off whenever it is required that the employee be admitted to hospital together with the child. The rule applies to children under 14 years of age.

The time off also applies when hospital admission takes place partly or fully in the home.

The right to time off with pay shall follow the individual child. Consequently, employees with custody of the child concerned who are covered by collective agreements to which Dansk Industri is a party shall be eligible for no 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 regarded as 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, cf. clause 29(1).

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

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

Subclause (3)

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

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

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

Subclause (4)

Employees and employees in training and education with at least 9 months of seniority who are entitled to take the child's first sick day, shall be entitled to time off in connection with a medical visit with the child.

Employees who want to take time off for a medical visit must notify the company of this as early as possible.

Time off for medical visits shall be without pay, but the employee can be paid an amount from his/her Free Choice Account.

Clause 31 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 company 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 the rules for handling industrial disagreements.

Clause 32 Compensation for loss of dependency and Attendance at funerals

Subclause (1)

If an employee dies during the period of employment as a result of an occupational accident at the company, his/her spouse or children under 18 years of age whom the employee was under a duty to support shall be entitled to four, eight or twelve weeks' pay if at the time of death the person concerned had been employed by the company for one, two or three years, respectively

Subclause (2)
Employees shall have a right to time off to attend funerals where such attendance is otherwise limited to a reasonable representation of the department or departments concerned. In cases where special circumstances make it natural, such attendance may be extended to a larger group of employees or, in very exceptional circumstances, such as fatal occupational accidents or the like, to all employees of a department or of all departments.

In any case the employer shall be informed as early as possible before the funeral.

Clause 33 Senior scheme

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The employee may join a senior scheme starting five years before the current retirement age for the employee.

The senior scheme can be financed as follows:

a. Payments into the Free Choice Account.

b. The employee and the employer may agree that the employee, starting five years before the senior scheme can be initiated, sets aside the value of non-taken holiday days, cf. the Industrial Agreement, Clause 18 (2), and accumulates this. This value may be paid out as additional senior leave.

c. Further senior days off can be obtained by converting current pension contributions, cf. clause 34.

The funds selected under b. and c. are deposited in the Free Choice Account.

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

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

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

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

Unless otherwise agreed, the scheduling of senior days off follows the same rules that apply to the scheduling of holiday days, cf. clause 18 (2).

Alternatively, instead of senior days off, employee and employer may agree on worktime reduction, for example as longer continuous work-free periods, a fixed reduction in the number of weekly working hours or something else.

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

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

Clause 34 Pension

Subclause (1) Entitled employees

Pension contributions shall be paid when the employee is aged 18 or over and

a. the employee is, at the time of employment, comprised by Industriens Pension or another labour market pension from previous employment – including a public servant pension or similar pension scheme.

b. if the employee does not already have a labour market pension scheme, pension contributions shall be paid once the employee has two months of seniority at the company. The two months of seniority include seniority from other employments in the past two years during which the

employee has worked under a collective bargaining agreement that includes a right and a duty to membership of Industriens Pension.

c. Upon request by the company, the employee shall document previous seniority/other labour market pension at the time of employment.

d. In addition, an employee over the age of 20, who continues to be employed at the company after having completed his or her apprenticeship and training, is comprised by the pension scheme without any seniority requirement.

If the employee remains in employment after reaching retirement age, the employee can choose either to continue saving for pension (if this is possible) or to have the pension contribution paid as wage on a regular basis.

Insurance coverages shall end once the employee reaches retirement age.

The provision shall apply to employees who reach retirement age on May 1, 2020 or later.

Special rules shall apply to apprentices, adult apprentices, and employees on flex jobs, senior scheme and extended working hours, see (6).

Subclause (2) Pension rates
Pension contributions constitute at least:

	Employer contribution	Employee contribution	Total contribution
1 July 2009	8.0 per cent	4.0 per cent	12.0 per cent
1 June 2023	10.0 per cent	2.0 per cent	12.0 per cent

During the 14 weeks of parental leave, an additional pension contribution is paid to employees with 9 months' seniority at the expected time of birth:

The pension contribution constitutes:

Employer contribution DKK/hour	Employee contribution DKK/hour	Total contribution DKK/hour

	DKK/month	DKK/month	DKK/month
1 July 2014	8.50/1,360.00	4.25/680.00	12.75/2,040.00

With effect from 1 July 2023, the following applies:

During the 10 weeks of leave pursuant to clause 35(1), an additional pension contribution is paid to employees with nine months' seniority at the expected time of birth.

	Employer contribution DKK/hour DKK/month	Employee contribution DKK/hour DKK/month	Total contribution DKK/hour DKK/month
1 July 2023	18.45/2,957.00	3.69/592.00	22.14/3,549

For part-time employees, a proportional contribution shall be paid.

It is possible at the individual company to agree on a higher pension contribution and/or a different distribution between employer and employee contribution. As a minimum, however, the employer shall always pay the established minimum employer's contribution mentioned above.

Note: See also "Vejledning om indberetning og indbetaling til Industriens Pension".

Subclause (3) Calculation basis
The pension contribution is calculated on the basis of the income for which tax at source (A-skat) shall be paid.

Note: The employer guidelines (Arbejdsgivervejledningen) from Industriens Pension provide a more detailed specification of the parts of the pay that shall be included in the contribution base.

Subclause (4) Payment

The employer shall withhold the employee's share and pay the whole amout to Industriens Pension.

Pension contributions shall be paid no later than on the 10th of the month after they were earned.

Failure to report and pay pension contributions shall be handled pursuant to protocol on the handling of cases of failure to report and pay pension contributions (Protokollat om håndtering af sager om manglende beretning og indbetaling af pensionsbidrag), see "Organisationsaftaler" ("Organisation agreements" – only in Danish).

Subclause (5) Content of the scheme

The content of the pension scheme shall be established by the Board of Industriens Pension.

Refer to protocol on the establishment of pension scheme ("Protokollat om etablering af pensionsordning"), see "Organisationsaftaler" ("Organisation agreements" – only in Danish),.

Subclause (6) Other issues

a. Apprentices

   Special rules exist regarding pension and insurance plan for apprentices including adult apprentices, see clause 13 in "Lærlingebestemmelser".

b. Flex jobs

   Employees in flex jobs can be comprised by special rules on issues such as payment and insurance coverage, see "Organisationsaftale om pensionsforhold for flexjobbere" and "Indberetning og indbetaling til Industriens Pension".

c. Free Choice Account

   It is possible to choose to have a proportion of the saving for the Free Choice Account paid towards the pension instead, see Clause 25 (5b).

d. Senior scheme

In connection with a senior scheme, the pension contribution can be converted to pay, see clause 33 and the "Indberetning og indbetaling til Industriens Pension" guide.

e. Extended working hours

In connection with extended working hours, the pension contribution can be converted to a bonus, see clause 8 (7).

Subclause (7) Newly admitted companies

For companies admitted to DIO I as new members, special rules apply in clause 48 on company pension schemes, on qualifying period in subclause (6), and on a gradual increase of the pension contribution in subclause (7).

Establishment of gradual increase as mentioned above and the continuation of company pension schemes shall be handled by the organisations pursuant to the protocol "Håndtering af sager om optrapningsordninger og firmapensionsordninger".

Subclause (8) Company pension schemes

For companies admitted to DIO I as new members, refer to clause 48 (5).

Clause 35 Maternity leave

Subclause (1)

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 pay shall be equal to the pay that the employee concerned would have received during the period, cf. the note after clause 29(8).

The amount includes the maximum daily cash benefit fixed by law.

Subclause (2)
Under the same conditions a pay shall be paid during 'paternity leave' for a period of up to two weeks.

Subclause (3)
The employer furthermore provides pay during parental leave for up to 16 weeks.

The pay corresponds to the pay that the person in question would have received during the period, cf. the note after clause 29 (8).

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

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

Unless otherwise agreed, the 16 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.

Note
Increased pension contributions, cf. clause 34(2) shall be payable during the fourteen weeks of maternity leave.

Subclause (4)
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 8(1).

Subclause (5)
The parties may obtain details from the Protocol of 20 February 1995 on the Establishment of a Maternity Leave Scheme in Industry.

For children born or received on or after July 1, 2023, the following shall apply:

Subclause (1)
It is a precondition for the right to pay during leave that the employee has nine months' seniority at the expected time of birth.

The employer pays to the employee wages during absence due to pregnancy for up to four weeks before the expected time of birth (before: pregnancy leave). In addition, the same employee is paid wages during absence for up to ten weeks after childbirth (before: maternity leave).

For adopters, wages are paid during leave for up to ten weeks from receiving the child.

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.

Subclause (2)
Under the same conditions as in subclause (1), wages shall be paid to the other parent for up to two weeks in connection with the birth (before: paternity leave)

Subclause (3)
In addition, under the same conditions as in subclause (1), the employer shall pay full pay during leave for up to 24 weeks (before: parental leave).

Of those 24 weeks, the parent taking leave under subclause (1) shall be entitled to nine weeks and the other parent shall be entitled to ten weeks.

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

The remaining five weeks are granted either to one or the other parent.

The 24 weeks shall be taken within 52 weeks after the birth. The leave of each parent cannot be divided into more than two periods unless otherwise agreed.

Note
Increased pension contributions, cf. clause 34(2) shall be payable during the ten weeks of leave according to subclause (1).

Subclause (4)
The pay corresponds to the pay that the person concerned would have received during the period, cf. the note under clause 29 (8).

Unless otherwise agreed, notice of paid leave in accordance with subclauses (1), (2) and (3) shall be given three week before the leave is to be taken. If the deadlines laid down in the Danish Maternity Act for giving notice of leave are not observed, the desired leave may not commence until the expiry of the specified deadlines counted from the date of notification, unless otherwise agreed.

Subclause (5)
All existing schemes with employer payment for maternity leave may be terminated in accordance with the rules in clause 8 (1).

Subclause (6)
Reference is also made to the Minutes of 20 February 1995 on the establishment of maternity leave in industry with later amendmends.

Clause 36 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 0.45 per hour for employees employed by the company and covered by this Agreement.
With effect from the first pay period after January 1, 2020 that amount shall be increased to DKK 0.47 per hour.

Subclause (2)

To the Industrial Fund for Educational Development and Cooperation (Industriens Uddannelses- og Samarbejdsfond) the employer shall pay per hour:
March 1, 2020 – DKK 0.65
March 1, 2023 – DKK 0.75

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 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.

Note
Reference is made to the "Protokol om uddannelsesfonde" (Protocol on Training Funds) in the Organisation Agreements.

Chapter VII. Engagement and dismissal

Clause 37 Engagement rules

Subclause (1)

On any engagement of employees for a period exceeding one month and with an average weekly working time exceeding eight hours a contract of employment shall be drawn up, which shall be delivered not later than one month after the commencement of the employment relationship. The contract of employment shall contain at least the same information as that shown in bold type in the contract reprinted as Appendix 4.

Subclause (2)

In the case of any changes in the information shown in bold type in Appendix 4 and in the case of any changes under clause 20(5), written notice thereof shall be given to the employee as soon as possible and not later than one month after the taking effect of the change.

Subclause (3)

The parties recommend that the contract of employment reprinted as Appendix 4 be used.

Subclause (4)

If the contract of employment 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 Dansk Industri in writing. If any deficiencies in the employment contract have been rectified within five working days of receipt by Dansk Industri, 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.

Subclause (5)

These provisions took effect on 1 July 1993.

Note on engagement rules
If an employee engaged before 1 July 1993 wants a contract of employment, cf. subclause (1), and makes such request, the employer shall draw up such contract within two months of the request.

The following subclauses (1) to (5) replace subclauses (1) to (5) above, on the same date as the Danish legislation implementing the Working Conditions Directive enters into force:

Subclause (1)
When hiring, an employment agreement must be drawn up. This must be provided no later than seven calendar days after the start of employment, including the first day of employment. However, certain information may be provided no later than one month after the start of employment, cf. clause 4 of the protocol on the implementation of the Working Conditions Directive in Appendix 12 of this collective agreement.

The obligation to draw up an employment agreement applies to employees with an agreed or actual average weekly working time of more than three hours per week in a reference period of four consecutive weeks, and when hiring employees without a guaranteed number of hours or guaranteed amount of work.

Working time at all employers constituting or belonging to the same company, group or entity shall be included in the calculation of working time for the purposes of this provision.

The employment agreement must contain at least the same information as highlighted in the agreement, reprinted as Appendix 4.

Subclause (2)
The employer must inform in writing of changes in information pursuant to subclause (1) and information pursuant to clause 20 (5) of this collective agreement as soon as possible and no later than the day on which the change takes effect. However, this does not apply to changes that merely reflect a change in laws, regulations or statutory provisions or collective agreements to which the employment agreement refers.

Subclause (3)

The parties recommend that the contract of employment reprinted as Appendix 4 be used.
Subclause (4)
If the contract of employment has not been delivered to the employee in connection with the expiration of the time limits specified in subclause (1), subclause (2), subclause (5) or clause 20 (5), 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 of 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.

In any event, the employee shall receive the above information about the employment relationship no later than fifteen days after the claim was made.

Subclause (5)
These provisions will enter into force on the same date as the Danish legislation implementing the Working Conditions Directive.

If an employee who was employed before the effective date wishes an employment agreement to be drawn up in accordance with subclause (1) or clause 20 (5) and makes a request to this effect, the employer must provide the necessary documents no later than eight weeks after the request has been received, possibly in electronic form, cf. Minutes on electronic documents (Annex 22).

If information is provided in electronic form, the employee must be able to save and print the information, and the employer must keep documentation of transmission and receipt

Clause 38 Dismissal rules

Subclause (1) Notice periods

1. Within the first six months of employment neither party shall be under an obligation to give notice of any interruption of the employment relationship. 38

2. For employees who have been employed by the same company during the periods stated below - including any period of apprenticeship - with no interruptions other than those mentioned in item (4), the following notice periods shall apply:

(a) On the part of the employer:
After 6 months of employment 14 days
After 9 months of employment 21 days
After 2 years of employment 28 days
After 3 years of employment 56 days
After 6 years of employment 70 days

Employees who have attained the age of 50:
After 9 years of employment 90 days
After 12 years of employment 120 days

(b) On the part of the employee:
After 6 months of employment 7 days
After 3 years of employment 14 days
After 6 years of employment 21 days
After 9 years of employment 28 days

The periods of notice stated under (a) and (b) depend on the seniority acquired by the employee at the time of notice. § 37
Notice shall be given not later than on the day before the notice period is to commence.
Employees who are covered by clause 10 (on weekend work) may solely be given notice of dismissal for expiry in connection with the completion of the weekend work.

Notice periods shall always include current days while compensation for lack of notice (cf. clause (5)(1) shall be calculated on the basis of working days lost only.

4. Interruption shall not include:
   (a) Sickness of which the employer is notified without delay.
   (b) Calling-up for military service.
   (c) Pregnancy, maternity, paternity and parental leave.
   (d) Interruption of work due to stoppage of machinery, shortage of materials and the like provided that the employee resumes work when he/she is offered to do so.

(e) At training pursuant to clause 44

5. The computation of seniority shall include the following periods of absence:
   (a) For military service 3 months. (b) For sickness 4 months.
   (c) For pregnancy, maternity, paternity and parental leave the entire period of absence.
   (d) For injury 6 months.

6. Employees who are permanent members of a cooperation committee and a work study committee and who do not already enjoy protection as shop stewards or safety representatives shall, in case of dismissal, be entitled to six weeks' notice in addition to the notice stated in paragraph (2) of this subclause. This special notice of dismissal shall cease to apply in accordance with the same rules as those applying to shop stewards.

Subclause (2) Notice during sickness and holidays§ 38

1. Employees with nine months' seniority in the company cannot be dismissed within the first four months of the period in which they are unfit for work because of certified sickness.

   In the case of collective redundancies, notice of termination may be given during sickness. However, it is not a condition that the dismissals are covered by Appendix 6, Notice, etc. in connection with collective redundancies.

2. If the employee is unfit for work because of injury suffered through no fault of his/her own while working for the company, including any occupational disease that is evidently caused by work in the company, the employee shall not be dismissed within the first six months of the period in which it is certified that he/she is unfit for work because of the injury.

3. At the calculation of 4 and 6 months of incapacity for work, as per subclauses 1 and 2, both full-time and partial absences shall be included.

4. For employees with nine months' seniority in the company no notice can be given by either party during the annual holidays.

5. If a holiday period of not less than ten holidays (two weeks) has been fixed before the dismissal, the notice of dismissal shall be of such length as to allow a period of twenty-one days (three weeks) in total to search for a new job or new manpower, respectively, outside the holiday period. However, this period of availability may not be longer than the period of notice of the employee concerned. Annual holidays, days off and weekday holidays may be included in the notice period, cf. item (3) of subclause (1).

Subclause (3) Lapse of notice periods

1. No notice period shall apply
   (a) in relation to engagement of employees for specified ship's repair work, the duration of which will not exceed thirty-five days
   (b) in relation to unemployment due to other employees' stoppage of work, and
   (c) in relation to stoppage of machinery, shortage of materials and any other force majeure event causing total or partial stoppage of operations.

   Force majeure events shall include any unforeseen changes in the times of arrival and departure of vessels for repair.

2. Employees engaged to perform specific construction work outside the premises of the company shall not be subject to any notice.
   The employee shall be informed hereof in writing at the time of his/her engagement.

Subclause (4) Re-acquisition of seniority

1. Employees who are dismissed subject to fourteen days' notice or more under subclause (1) and employees not entitled to notice of dismissal who are interrupted in their work due to shortage of work or for any of the reasons set out in item (4) of subclause (1) but who resume work when offered to do so within a period of nine months shall re-acquire the seniority previously built up in the company. The seniority shall be accumulated.

2. Employees who have left the service of the company subject to the notice set out in subclause (1) may, however, after the expiration of the notice period be offered re-engagement of short duration - not more than 120 days - provided that a written agreement is made to this effect in each individual case when the work begins.

Subclause (5) Compensation for lack of notice

1. Where an employee who under the above provisions is entitled to receive at least fourteen days' notice is dismissed through no fault of his/her own without receiving the prescribed notice, the company shall pay the employee in question a compensation corresponding to the employee's normal pay for time-rate work for the number of working days that the offence represents.
   If an employee leaves his/her employment without giving at least the prescribed notice, an amount shall be paid to the company corresponding to the normal pay for time-rate work for the number of working days that the offence represents.

2. If an employee who has received or paid compensation for lack of notice is re-engaged during the currency of the notice period, the party who has paid compensation shall be entitled to claim repayment of the part of the compensation which corresponds to the remaining part of the notice period.

3. Irrespective of the employee's duty to give notice of termination, the employer should not decline to permit the employee to leave his/her job forthwith if the employee can prove that he/she has been offered a permanent job or the like, the acceptance of which prevents him/her from observing the period of notice.

Subclause (6) Withdrawal of notice by employer/employee

Any notice given by the employer or employee, respectively may be withdrawn as long as the employment relationship has not been finally interrupted, with the effect that no damages according to clause 38 or clause 39 can be claimed even if the offer to resume employment is not accepted.

Subclause (7) Re-engagement of employees/payment

Where, within nine months of his/her dismissal, an employee is re-engaged for the same job in the same department of the company in which he/she used to be employed, he/she shall receive the time rate that he/she received at the termination of his/her employment, with due regard being paid, however, to any general pay adjustments that may have been made in the meantime.

Subclause (8) Training in connection with dismissal

1 Employees who are dismissed with notice of termination due to restructuring, cuts, company closures or other conditions dependent on the company shall have the following rights, depending on seniority.

2 All employees shall be entitled to time off with pay for up to two hours - scheduled as soon as possible after the dismissal with due regard to the company's production conditions - to seek guidance at the unemployment fund/trade union.

3 Employees with at least 6 months of seniority in the company shall be entitled to one week off for continuing education or further training with the support of the Competence Development Fund of Industry (IKUF).

These employees shall also have the right to take up to two weeks of unused time off in accordance with clause 44 (2).

4 Employees who have been permanently employed by the company for at least 3 years shall be entitled to a further two weeks of time off during the notice period for attending training with support from IKUF.

5 Employees who are entitled to time off according to clauses 3 and 4 shall be entitled to support according to the rules in clause 44 (2) and clause 47 (2) for the entire period.

In addition to courses relevant to employment in the coverage areas of the Collective Agreement of Industry and the Collective Agreement for Salaried Employees in Industry, support can also be applied for, for selected publicly supported courses aiming at employment in passenger transport, canteens and cleaning.

Note
See Organisationsaftale Vedr. Protokollat (Organisation Agreement regarding Protocol) on up to 5 weeks of training in connection with dismissal. It will be possible to attend courses following dismissal if the Folketing (Parliament) meets the parties' wishes for legislative adjustments.

Amended text will appear from the collective agreement texts on the organisations' websites and from industry's collective agreements in e-books.

Subclause (9)

In connection with the admission of an company to DIO I or its accession to this Agreement the date of employment of the employee concerned shall apply when calculating seniority, including in relation to notice periods.

Subclause (10) Notice, etc. in connection with collective redundancies

The Organisation Agreement of 20 February 1995 shall apply from 1 January 1996. Reprinted as Appendix 6.

Subclause (11) Redundancy payment to employees with longer seniority

1. If an employee whose employment has been uninterrupted at the same company for 3, 6 or 8 years is made redundant without it being his/her own fault, the employer shall, on the resignation of the employee, pay respectively 1, 2 or 3 times a special redundancy payment calculated as described in (2).

2. The special redundancy pay constitutes an amount corresponding to the difference between the current unemployment benefit amount per month and the pay added contribution to the Free Choice Account with a 15% deduction. In determining the amount of unemployment benefit, the special

employment supplement to which the employee may be entitled pursuant to clause 48 (8) of the Unemployment Insurance Act is not included.

As a minimum the redundancy payment can be DKK 2,500 pr. month and as a maximum DKK 15,000 pr. month. The pay is calculated per month based on the pay the employee would have received during sickness, cf. clause 29 (1.1). The pension contribution is not included in the calculation basis.

3. The provision in subclause 1 does not apply in case the employee, on resignation, has obtained other employment, receives pension or for other reasons does not receive unemployment benefits. Furthermore, the redundancy payment is not paid if the employee has white collar status or has already the right to redundancy pay, extended term of notice or similar conditions that are better than the regular rules of notice of this agreement.

4. Employees receiving payment pursuant to subclause 1 and, in connection with reassignment, obtain their previous seniority only obtain the right to redundancy payment again pursuant to this provision once the conditions in subclause 1 are met in relation to the new assignment.

5. If the average weekly working hours are different from 37 hours, such as part time

or shiftwork, the ratio changes correspondingly.

NB.
The parties agree that the provision does not apply in the event of dismissal. This is the case irrespective of which specific terminology is used as long as the nature of the interruption of the employment is temporary. In the event that an interruption that was first temporary would later become permanent, the employer's obligation according to the provision is actualised.

Clause 39 Termination of employment during piecework periods

I. Piecework on an individual basis

Subclause (1)

An employee working on piecework on an individual basis shall not be dismissed for reasons for which he/she is not responsible unless there are compelling reasons for it, e.g. cancellation of the order or stoppage of work recognised by the top management of the employers' association concerned; nor shall the employee be allowed to leave the workshop without agreement with the employer before the piecework concerned has been finished unless there are compelling reasons for it, e.g. sickness, military service or any stoppage of work recognised by the top management of the workers' organisation concerned.

The concept of 'piecework on an individual basis' shall mean piecework agreed with an individual employee for a specific job. Such piecework continues to be piecework on an individual basis for the original pieceworker even if more employees are set to work on it at a later date, e.g. to complete it sooner.

Subclause (2) Dismissal for a reason for which the employee is responsible

Where an employee working on piecework on an individual basis is dismissed for a reason for which he/she is responsible, he/she shall lose his/her right to the profit on the piecework on which he/she was working when dismissed. However, the employee shall retain his/her right to profits on other piecework jobs on which he/she has started.
These profits shall be calculated in proportion to the work performed, but not until the piecework has been finished and finally computed.

Subclause (3) Dismissal for a reason for which the employee is not responsible

1. Where an employee working on piecework on an individual basis is dismissed for a reason for which he/she is not responsible and there are no compelling reasons for it, he/she shall be entitled to the entire piecework profits on all piecework jobs started by him/her.
2. Where an employee working on piecework on an individual basis is dismissed for a reason for which he/she is not responsible but there are compelling reasons for it, he/she shall retain his/her right to profits on all piecework jobs started by him/her, which

profits shall be paid to him/her in proportion to the work performed by him/her when the piecework has been finished and finally computed, which should be effected as soon as possible.

Subclause (4) The employee leaves the piecework

1. Where an employee working on piecework on an individual basis leaves the workshop without agreement with the employer and for no compelling reasons, he/she shall lose his/her remaining pay, if any, and his/her right to profits on all piecework jobs started.

   However, he/she shall be paid per piecework hour worked.

1.3.2023	DKK 42.25
1.3.2024	DKK 43.75

2. Where an employee working on piecework on an individual basis leaves the workshop according to agreement with the employer, he/she shall retain his/her right to profits on all piecework jobs started, which shall be paid to him/her in proportion to the work performed, but not until the piecework has been finished and finally computed.

Note
Any use of pay periods of two weeks or more shall not have the result that an employee who loses his/her pay under item (1) of subclause (4) will lose such amount due to him/her if the

amount would have been paid out on the preceding normal weekly pay day, had the pay been payable on a weekly basis.

II. Piecework on a group basis

Subclause (5) Dismissal for a reason for which the employee is responsible

Where an employee working on piecework on a group basis is dismissed for a reason for which he/she is responsible, he/she shall lose his/her right to the profit on the piecework on which he/she was working when dismissed, and such profit shall accrue to the other participants in the piecework job. However, he/she shall retain his/her right to profits on other piecework jobs on which he/she has started. These profits shall be calculated in proportion to the work performed, but not until the piecework has been finished and finally computed.

Subclause (6) Dismissal for a reason for which the employee is not responsible

Where an employee working on piecework on a group basis is dismissed for a reason for which he/she is not responsible, he/she shall retain his/her right to the profits on all piecework jobs started by him/her, which profits shall be paid to him/her in proportion to the work performed by him/her but not until the piecework has been finished and finally computed.

Subclause (7) The employee leaves the piecework on a group basis

1. Where an employee working on piecework on a group basis leaves the workshop without agreement with the employer or without having given at least two days'

notice of termination, he/she shall lose his/her right to the profits on all piecework jobs started. Such profits shall accrue to the other participants in the piecework jobs.

2. Where an employee working on piecework on a group basis leaves the workshop according to agreement with the employer or after having given two days' notice of termination, he/she shall retain his/her right to the profits on all piecework jobs started. These profits shall be paid to the employee concerned in proportion to the work performed, but not until the piecework has been finished and finally computed.

Note
If an employee wishes to leave his/her piecework job and proves that the reason is that he/she has been offered a permanent job or the like, the employer should not decline to agree to this.

Chapter VIII. Holidays

Clause 40 Holidays

Subclause (1) Placing of the holidays

(a) The holidays may be arranged by the individual companies closing down the company or giving the employees holidays on a successive basis. If the latter procedure is chosen, the company shall produce a holiday schedule not later than 1 February on which each employee may state when he/she wants to take his/her summer holidays.

(b) In companies where the holiday is given on a successive basis, an employee who has not been in full employment during the preceding qualifying year may claim reduction in the number of holidays in proportion to the reduced holiday payment.

(c) The part of the holiday which is mentioned in section 8 (2) (the main holiday) of the Danish Holidays with Pay Act may be placed outside the period of 1 May to 30 September (the holiday period) if an agreement is made locally - possibly between the individual employee and the employer.

Subclause (2) Annual holidays for whole weeks

If holidays are taken as 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)

It may be agreed locally in writing that holiday can be taken as hours.

In this context, it should be ensured that the holiday is not taken as fewer hours than the planned number of working hours on that day, and that the total holidays are not less than 5 weeks counted as 25 full days, in which work-free days that are not compensation days off and working days are included proportionately. To the extent possible, holidays shall be taken as whole weeks.

The holidays must reflect the working week and may not be placed exclusively on short or long working days.

Subclause (4) Payment

a) Holiday pay equal to the length of the holidays shall be paid on the first payday after the company has received the employee's request for payment from Feriepengeinfo, but no earlier than one month before the holidays are to be taken.

(b) Any 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 that they be set off on resignation to the extent any holiday bonus has been paid for holidays not taken.

Subclause (5) Basis of computation

(a) Weekday holiday payment and such allowances or premiums or pay elements as are not subject to income tax shall not be

included in the computation of the holiday allowance.

(b) Where the employer is under an obligation under section 10 (2) and 20 of the Danish Holidays with Pay Act to pay wages or holiday allowance in the case of sickness, the wages shall be computed on the basis of the employee's earnings during the last quarter before the absence.

(c) Holiday pay during sickness for the period during which the employer pays full wages shall be computed on the total wages paid, cf. clause 29.

(d) Section 20 of the Danish Holidays with Pay Act includes provisions on holiday allowance in the case of sickness for employees who are not entitled to full wages during sickness.

(e) Complaints about the employer's computation of holiday allowances shall be supported by the production of pay-slips or other pay statements.

Subclause (6) 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 period.

(b) No more than ten holidays in total may be transferred.

(c) The employee and the employer shall enter into an agreement contract in writing before

31 December . The parties recommend that the agreement reprinted as Appendix 3 be used.

(d) 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.

(e) In case of a transfer of holidays, the employer shall before 31 December notify in writing whoever is to pay the holiday allowance that the holidays are being transferred.

(f) 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 (7) Reporting back to work in connection with collective holiday closing of the whole business

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 business, 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 (8) Part of a holiday

Where the holiday is half a day or more, a full day off shall be given but the payment shall not exceed the holiday pay entitlement. Where the holiday entitlement is less than half a day, there shall be no right to time off but the money shall be paid out.

Subclause (9) Part of a month

In the event of any absence due to holiday, for which no wages/holiday pay has been earned, the deduction to be made from the employee's monthly wages shall be equal to 1/160.33 of the monthly wages 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 (10) **Local agreement on holiday in advance**

It is possible to deviate by local agreement from clause 7 of the Holiday Act on holiday in advance and the principle in clause 15 of the Holiday Act concerning notice of holiday not earned at the time of the holiday. Such a local agreement must be in writing and can only be concluded with a shop steward elected in accordance with the rules in force in the agreement.

It can thus be agreed that:

Employees may be granted up to five weeks of holiday at the start of the holiday year on 1 September. Employees who take up employment during the holiday year are allocated the number of vacation days proportionately.

The company may give notice of holiday to be taken at a time when the holiday has not yet been earned (advance notice of holiday). The company cannot give notice of more holiday than the employee can earn before the end of the holiday year.

If an employee resigns during the holiday year, and the employee has used more holiday than earned at the time of termination, the company may set off against the employee's claim to wage and holiday pay.

If the resignation is due to the company's termination, the company cannot set off for more holiday than the employee can earn before the

employee's resignation, unless the termination is due to the employee's material breach.

If the employee resigns or terminates his/her employment relationship due to the company's material breach, no set-off can take place.

The company must calculate and postpay holiday allowance to the employee if the employee has been paid less holiday allowance than the employee would have received if the employee had not taken "holiday in advance".

For employees who have paid holiday, holiday difference calculation is made, cf. clause 17 (2) of the Holiday Act, if a change in working hours results in the individual employee having received too little pay during his/her holiday in advance.

Subclause (11) Guarantee scheme

a. The parties to the Agreement agree that the holiday card scheme is used by trade union members who are employed in companies under DIO I. However, if some employers wish to use the FerieKonto system, the organisations agree that this is possible. If so, the employer must inform employees in writing prior to the transition to FerieKonto. In the case of a return to the Holiday Card Scheme, employees must be informed in the same way.

b. DIO I shall guarantee any entitlement to holiday allowance, including for any holidays transferred.

Subclause (12) Disputes about holidays

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 .

Subclause (13) Local schemes

Any existing holiday arrangements shall not be impaired by this arrangement.

Chapter IX. Union membership and proof of identity

Clause 41 Proof of identity of skilled employees

Subclause (1)

Skilled employees have completed a recognised vocational training and received a certificate for such training or have been recognised by Dansk Industri and the unions as skilled employees in pursuance of the rules set out in the provisions relating to apprentices.

Subclause (2)

A union membership card shall be valid proof that the holder thereof is connected with the area covered by this Agreement. All unions shall provide each membership card with information on the holder's occupation or, if the person concerned has received vocational training, the extent of such training received by the holder.

Note
It is recognised that the trade unions cannot undertake any obligation towards foreigners who are transferred to the union concerned from a corresponding union abroad.

Subclause (3)§ 42-43

In each individual case where, after the necessary examination of the matter has taken place, either party finds that the rules of identity for skilled employees are being violated, such party shall be entitled to present a complaint to the other party. That party shall then together with the opposing organisation be obliged to co-operate fully in investigating and satisfactorily settling the matter, possibly under the rules for handling industrial disagreements.

Clause 42 Relations between foremen and employees' organisations

Subclause (1)

Salaried employees acting - cf. clause 5(1) of the Main Agreement - in relation to the other employees as the employers' representatives may be required by the employer, after consultation with the employee concerned, to be exempted from trade union membership.

Subclause (2)

In each individual case where, after the necessary examination of the matter has taken place, either party finds that this general provision is being violated, such party shall be entitled to present a complaint to the other party, who shall co-operate in investigating and settling the matter.

Chapter X. Continuing training

Clause 43 Planning of training

Subclause (1)

The organisations agree to work on providing the employees in the individual company with the necessary continuing training in order in this way to strengthen competitiveness.

Subclause (2)

It is recommended to carry out systematic planning of the training activities for the employees in the company. Where desired by either party at local level, discussions concerning the systematic planning of the training activities and their completion shall be initiated.

Subclause (3)

It is recommended to set up a joint training committee in the company with equal representation of the parties. Tasks to be considered by the training committee include:

- Analyses of the company's qualification needs
- descriptions of jobs and job requirements - preparation of training programmes - planning of training activities and proposals for implementation.

Subclause (4)

It is recommended to use suitable tools in planning training activities.

Subclause (6)

The joint training committee (alternatively the works committee, secondarily shop steward/management) can requisition a visit by the TEKSAM process consultants if one of the parties wants assistance to initiate dialogue and work in the company regarding training activities.

Clause 44 Relevant vocational training

Subclause (1)

Where an employee participates in training activities as part of the planning of training activities in pursuance of clause 43 or as decided by the company, the employee shall receive his/her normal wages, excluding any premiums and allowances. Any allowance for loss of earnings shall be paid to the company.

Subclause (2)

However, the individual employee is entitled to 2 weeks of time off per year - with due consideration to the company's production planning – for in-service or continuing training which is relevant for employment in the areas covered by the Industrial Agreement and the Collective Agreement for Salaried Employees in Industry, provided consent to support for training has been given pursuant to clause 47 if the employee has six months of seniority calculated as in clause 38,

Subclause (3)
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 company and the employee have agreed on the period for training before the notice.

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

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

The employee receives pay pursuant to clause 29 (2, 3) during the training, although, upon the conclusion of a training agreement under the Act on Vocational Education, pay is paid in accordance with clause 22, cf. clause 8 (10) of the Apprentice Regulations.

Subclause (5)
Special rules on training and education in connection with dismissal are found in clause 38 (8).

Clause 45 General education

The organisations agree that up-to-date basic education provides the basis for maintaining and developing vocational qualifications in line with the technological development.
It is the individual employee's personal responsibility and the duty of the company to help ensure that the general education necessary takes place. § 46-47-48

Clause 46 Time off for other training activities

Subclause (1)
The organisations agree that the employees shall be allowed the necessary time off for supplementary training at their own option, having due regard to the requirements of the company's production.

Subclause (2)
Time off for the individual employee for training activities at his/her own option shall be a matter for agreement between the company and the individual employee only.

Subclause (3)

Any local agreement concerning the participation of several employees in training activities at the same time and the application of relevant public support options shall be made at company level in the light of the financial possibilities.

Clause 47 The Competence Development Fund of Industry

Subclause (1)

The company 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.

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.

Subclause (2)§ 48

The employee may apply to the Competence Development Fund of Industry for educational grants covered by clause 44(2). Thus, educational grants cannot be given for education during which the employee receives pay in full or in part.

Subclause (3)

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 44 and 45 pursuant to the rules in Organisation Agreement on

the Competence Development Fund of Industry, subclause 9.

As of 1 January 2024, subclause (3) above shall be replaced by subclause (3) below:

Subclause (3)
In the event of a shortage of work, the company may, by local agreement, apply to the Danish Industry Competence Development Fund for support for training covered by clauses 44 and 45 in accordance with the rules in the Organisation Agreement – Industriens Kompetenceudviklingsfond, subclause 10.

Subclause (4)
Companies which have

a. training committees
b. more than 100 employees covered by the Industrial Agreement and/or the Collective Agreement for Salaried Employees in Industry

may establish an company competence development fund according to the guidelines of the Organisation Agreement on the Competence Development Fund of Industry.

Chapter XI.
Newly admitted companies

Clause 48 Newly admitted companies

Subclause (1)

Companies which at the time of their admission to membership of Dansk Industri have a collective agreement with one or more unions within the CO area, whether the collective agreement is a special collective agreement, an accession agreement or a local agreement, shall, without any special termination of such agreement being required, be covered by the Industrial Agreement from the date of admission.

Subclause (2)

As soon as practicable after the admission of the company to membership of Dansk Industri, 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.

After the expiration of the term of the collective agreement the local agreements shall be covered by clause 8(1).

Subclause (3)

However, newly admitted companies covered by a similar collective agreement/other agreements outside the original CO Metal area shall be subject to clause 8(1) as well as clause 8(6) of this Agreement.

Subclause (4)

Companies which at the time of their admission to membership of Dansk Industri have not entered into any collective agreement or local agreement with any union within the CO area shall be covered by the Industrial Agreement from the date of admission.

Subclause (5)

Newly admitted members of Dansk Industri which prior to their admission to membership have established a company pension scheme for their employees within the scope of this Industrial Agreement shall be entitled to require that the existing company pension scheme for the employees employed in the company at the time of the admission shall replace the payment to Industriens Pension in accordance with clause 34 of this Agreement. The continuance of the company pension scheme shall not later than two months after the admission be recorded between Dansk Industri and CO-industry at the request of Dansk Industri, for instance in connection with any adjustment negotiations.

The contribution to the company pension scheme shall from time to time as a minimum correspond to the contributions to Industriens Pension provided for by this Agreement.

The company pension scheme shall not be extended to cover employees who are employed after the admission of the company to Dansk Industri. For these employees the pension contribution according to this Agreement shall be paid to Industriens Pension.

The benefits of the company pension scheme shall within twelve months be adapted to comply with provisions of items (a)-(k) of clause 8, subclause 8 (8.1) of the Collective Agreement for Salaried Employees in Industry.

It shall be a condition for the continuance of a company pension scheme that is has existed for three years prior to Dansk Industri's notification of CO-industri about the admission of the company to Dansk Industri.

Subclause (6)

Companies admitted as new members of Dansk Industri shall be subject to a qualifying period with respect to coverage of the pension provisions of the Industrial Agreement if the newly admitted company:

(a) has an existing pension scheme
(b) has an existing pension scheme with an insurance company with notice provisions.

The qualifying period shall not exceed the notice periods for release under the existing scheme, both in relation to the pension company and in relation to the employees covered, however, not more than six months. The organisations may extend the period to maximum 12 months.

In connection with or before any adjustment negotiations the company shall give notice of termination of any existing pension scheme, and after the expiration of the qualifying period the company shall be definitively covered by the pension provisions of this Agreement.

If the contribution to the existing scheme for which a qualifying period is desired should be

lower than the minimum contribution to Industriens Pension, the difference - up to the minimum contribution - shall be paid to Industriens Pension.

Subclause (7)

Newly admitted members of Dansk Industri who prior to their admission to Dansk Industri 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 by Dansk Industri about the admission of the company to Dansk Industri shall the employers' contribution or the employee's contribution, respectively, amount to at least 20 per cent of the contributions provided for by this Agreement.

No later than after one year, the contributions shall amount to at least 40 per cent of the contributions provided for by this Agreement.

No later than after two years, the contributions shall amount to at least 60 per cent of the contributions provided for by this Agreement.

No later than after three years, the contributions shall amount to at least 80 per cent of the contributions provided for by this Agreement.

No later than after four years, the contributions shall amount to at least the full contribution provided for by this Agreement.

If the contributions provided for by this Agreement are increased in the period, the contribution of the company shall be increased proportionately so that the above share of the contributions provided for by this Agreement is paid in pension contribution from time to time.

If pension contributions at the company are higher than 20% of the collectively agreed contribution at admission, contribution rates remain unchanged until they are caught up with by the rates agreed for the scheme as described above, after which they follow the above-mentioned scheme.

Current employees continue at the agreed pension contributions, though at least at the same level as agreed for the scheme described above. Employees who were employed after the time of admission are entitled to the same pension contributions as the contributions employees employed before admission are entitled to at any time.

A precondition for a scheme for employees as described above is that the employees in question are signed up for Industriens Pension.

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

Subclause (8)

1.Newly admitted companies to DIO I which did not establish an Free Choice account or similar scheme prior to admission, or which have an Free Choice account or a similar scheme with lower contributions, may join the Free Choice Account of this Collective Agreement in accordance with the rules below. Companies which, prior to admission, had an Free Choice account or similar scheme with the same contribution as clause 25 (1) letter aand (b) are not comprised by (2) - (4) below.

2 The companies may deduct from the pay, cf. clause 22, the contribution applicable at the time of admission to the Free Choice Account, cf. clause 25 (2) 1 (a) and (b), less 4.0 percentage points (from 1 March 2024 6.0 percentage points).

3 As from admission, the companies are obliged to pay contributions to the Free Choice Account according to clause 25 (1) (a) and (b), less 4.0 percentage points (from 1 March 2024 6.0 percentage points), as well as contributions according to the escalation scheme below. If the company does not want the escalation scheme, the full contribution shall be paid according to clause 25, (1) (a) and (b).

4 As regards the 4.0 percentage points (from 1 March 2024 6.0 percentage points), newly admitted members to

DIO I may require escalation as follows:

No later than at the time of DI's notification to CO-industri about the company's admission to DIO I, the company must pay 1.0 per cent (from 1 March 2024 1.5 per cent) in contributions to the Free Choice Account.

No later than 1 year later, the company must pay 2.0 per cent (from 1 March 2024 3.0 per cent) in contribution to the Free Choice Account.

No later than 2 years later, the company must pay 3.0 per cent (from 1 March 2024 4.5 per cent) in contribution to the Free Choice Account.

No later than 3 years later, the company must pay 4.0 per cent (from 1 March 2024 6.0 per cent) in contribution to the Free Choice Account.

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

5. Any free-choice account or equivalent arrangement existing at the time of enrolment will cease and be replaced by the collective agreement's Free Choice Account.

Note
As regards the seniority of the employees in newly admitted companies, see clause 38(9).

Subclause (9)

Newly admitted members to DIO I may request that the contribution to Industriens Uddannelses- og Samarbejdsfond (The Education and Cooperation Fund of Industry), cf. clause 36 (2), be established as follows:

No later than from the time of DI's notification to CO-industri about the company's admission to DIO I, the company must pay 25 per cent of the collectively agreed contribution.

No later than 1 year later, the company must pay 50 per cent of the collectively agreed contribution.

No later than 2 years later, the company must pay 75 per cent of the collectively agreed contribution.

No later than 3 years later, the payment must constitute at least the full collectively agreed contribution.

The escalation scheme must be recorded in a protocol between DIO I and CO-industri within two months of admission at the request of DIO I, by entering a U in DIDO member data after the field called Pensions. The escalation scheme may possibly be recorded in connection with adaptation negotiations.

Chapter XII.
Negotiation rules/Rules for handling industrial disagreements

Clause 49 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 company. 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 company, a representative from the local union or unions may by agreement with the management of the company 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) With a view to reaching agreement through further negotiations and to finishing local negotiations either party may request of the other party in writing that final local minutes should be drawn up within six working days of submitting such request and signed by both parties, cf. item (d) of subclause (1). The issues on which the parties agree or disagree, respectively, shall appear from the minutes. Where such minutes are not available within the time limit of six working days, the matter shall lapse.

(f) In connection with local pay negotiations only the employee party may proceed with the matter. This may be done within fifteen working days of the date of drawing up the minutes by bringing the matter before Dansk Industri. Otherwise the matter shall lapse.

(g) In the event of an individual industrial disagreement at companies where a shop steward has not been elected, the employee whom the disagreement concerns 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 8 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 8, i.e. on the last weekday of the month.

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

(e) 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 drawing up the final minutes of the local negotiations. Otherwise the matter shall lapse.

(f) 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.

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.

(g) 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.

(h) 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 meeting 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, and the matter concerns the interpretation of a collective agreement or an agreement concluded by the parties, one of the organisations may request that the matter be settled by industrial arbitration.

Reference is made to the parties' organisation agreement on forum for cases claiming unfair dismissal following the Agreement's implementation of EU directives.

(b) The organisation that wants to proceed with the matter shall not later than ten working days after the conciliation meeting/the organisation 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. not later than 30 working days before the hearing.

The opposing organisation shall submit to the complaining organisation and the chairman of the court a defence accompanied by copies of the documents to be produced. The defence shall be deemed to have been received in time if it is received by the complaining organisation by 4.00 p.m. not later than 20 working days before the hearing.

A reply shall be submitted to the defendant organisation and the chairman of the court and be deemed to have been received in time if it is received by the opposing organisation by 4.00 p.m., 15 working days before the hearing.

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

If either organisation wants to examine witnesses, the persons to be examined shall be specified in the pleadings.

(g) If the complaint is not received in time, the matter shall be deemed to be closed and cannot be raised again.
However, the matter may be resumed if by 4 p.m., 3 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 time limit for submitting a defence shall hereafter be 4 p.m., 16 working days before the hearing.

A reply shall be submitted to the defendant organisation and the chairman of the court and be deemed to have been received in time if it is received by the opposing organisation by 4.00 p.m., 12 working days before the hearing.

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

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

However, the matter may be resumed if by 4 p.m., 3 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 time limit for submitting a reply shall hereafter be 4 p.m., 12 working days before the hearing.

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

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

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

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

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

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

Subclause (5) Negotiation meeting

In the event that a request for referral of a disagreement 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 the 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 Collective 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 Collective Agreement finds that a decision in a local disagreement may affect the principles underlying the whole area covered by the Collective 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.

Note
Organisations shall mean the organisations which have signed the Industrial Agreement.

Subclause (7) Industrial unrest

Where an company 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 Dansk Industri or CO-industri. The purpose of the discussions is to assess the reason for the disagreement.

Where Dansk Industri or CO-industri deems it expedient, the organisations shall convene for a follow-up meeting on request as soon as possible and no later than within five working days - as far as possible at the company.

This provision shall not alter the general rules for handling industrial conflicts under this Agreement, cf. the relevant provisions of the Main Agreement.

Chapter XIII. Duration of Agreement

Clause 50 Duration of Agreement

This Agreement shall come into force on 1 March 2023 and shall be binding on the undersigned organisations until terminated by either party giving notice to the other party in accordance with the rules in force from time to time to expire on 1 March, however, not earlier than 1 March 2025.

Appendix 1

Extract from the Danish Working Environment Act

Part 9.
Rest periods and rest days

50

The hours of work shall be organised so as to allow the employees a rest period of at least eleven consecutive hours in every period of twenty-four hours.

(2)

The rest period may by reduced to eight hours in the case of:

(a) change of shifts in undertakings with shiftwork where it is not possible to observe the daily or weekly rest period between the end of one shift's work and the start of another shift,
(b) agricultural work up to thirty days in any calendar year.

(3)

The rules in subclauses (1) and (2) above shall not apply to loading and unloading mainly carried out by casual workers and necessary activities incidental hereto. The Minister of Employment may lay down rules for a minimum rest period before the relevant employee returns to work after completing overtime.

51.-(1)

Within each period of seven days, the employees shall have a weekly 24-hour period off which shall be in immediate connection to a daily rest period. The weekly 24-hour period off shall, as far as possible, fall on a Sunday, and, as far as possible, at the same time for all employees at the company.

(2)

The rules in subclause (1), 2nd sentence, above do not apply to agriculture or horticulture.

(3)

For work caring for people, animals, or plants, and for work which is necessary to preserve objects of value, the weekly 24-hour period off may be deferred and replaced by a corresponding period off later, when this is necessary for reasons of protection or to ensure continuous provision of services or sustained production. The Minister of Employment may lay down further rules on this matter.

52.

Where the normal operation of an company is being, or has been, disturbed by acts of nature, accidents, breakdowns of machinery or similar unforeseeable events, the provisions of clauses 50 and 51 may be set aside to the necessary extent. The fact that the provisions have been set aside shall be recorded in the inspection book or any similar documentation.

53.

For trades, sectors, or special types of work, where special conditions make it necessary, the Minister of Employment may lay down rules concerning

(a) the daily rest period, including concerning reductions in the daily rest period to eight hours, and concerning the timing of the rest period, and

(b) the weekly 24-hour period off, including adjustments to the 24-hour period off.

56.

In situations where there are variations to rules under clauses 50 to 55, corresponding compensatory rest periods or 24-hour periods off shall be provided, or appropriate protection shall be provided in exceptional circumstances of such a nature that it is not possible to provide compensatory rest periods or 24-hour periods off. The Minister of Employment may lay down that the 1st sentence above does not apply to persons in senior positions.

Appendix 2

Rules for the introduction of short time working

In the light of the employment situation, Dansk Industri and CO-industri have discussed existing short time working schemes, which have been established on the basis of the provisions of clause 9(5) of the Collective Agreement.

There is general agreement that, in specific situations, short time working may be a suitable measure for avoiding dismissals due to a temporary decline in production. The employees retain their relationship with the company and do not feel out of it like those who are full-time unemployed, and the companies achieve the necessary reduction in labour costs while at the same time getting the possibility of retaining their connection with a well-qualified staff, which means that production can normally be increased again very quickly and without any delay and extra costs of training.

The organisations are of the opinion that the introduction of short time working must not restrict the employees' geographical and vocational mobility and thus prevent any future structural adjustments. Short time working is help to self-help for the employees and the companies in a specific employment situation and should therefore only be implemented for operating reasons such as a decrease in the inflow of orders.

The following 2 paragraphs shall apply from January 1, 2024:

The organisations recommend that in the event of a shortage of work prior to the establishment of a division of labour, a dialogue be conducted on alternatively using the possibilities of support for agreed training from the Danish Industry Competence Development Fund in accordance with item 10 of Organisationsaftaler ("Organisation agreements" – only in Danish), on the Danish Industry Competence Development Fund (IKUF).

Use of the possibility of IKUF support under this item 10 of the Organisationsaftaler ("Organisation agreements" – only in Danish), on the Industrial Competence Development Fund uses from the possibilities of establishing a division of labour during the up to 13 weeks laid down in the agreement. Similarly, the use of division of labour according to the rules of the collective agreement reduces the possibilities for IKUF support under item 10 above.

It should be emphasised that the introduction of a scheme combining short time working and the drawing of unemployment benefit means that the employee is under an obligation to accept, irrespective of any applicable period of notice, any other work that may be assigned by the Employment Service so that other companies can continue to be offered the necessary skilled labour.

Therefore, the following rules for the introduction of short time working have been agreed by the organisations.

1. Short time working shall be introduced for operating reasons expected to be of short duration.

2. Short time working schemes shall be arranged by local negotiation. Where agreement cannot be reached, the employer may in pursuance of clause 9(5) of this Agreement give three weeks' notice of his intention to introduce the scheme. Within such period the employees shall be entitled to present a complaint in accordance with the rules for handling industrial disagreements.

   If a disagreement on a short time working scheme is appealed under the rules for handling industrial disagreements, the scheme cannot take effect until a conciliation meeting has been held.
   Whenever a conciliation meeting has been requested, it shall be held within fourteen days. If either of the organisations fails to observe this time limit, the employer shall be entitled to introduce the short time working scheme in question. This shall also be the case if agreement on the matter cannot be reached at the conciliation meeting.
   The question as to whether the short time working scheme is sufficiently justified by the interests of the company can then follow the normal procedure under the rules for handling industrial disagreements.

3. Agreements on short time working shall be made in such a way that the individual employee shall not be allowed to participate, within a period of twelve consecutive

months, in any short time working scheme for more than a total of thirteen weeks.

If the maximum of thirteen weeks is divided into several periods, no period shall be shorter than four weeks in those cases where the scheme involves one week's closing/one week's work or two week’s closing/two weeks work, whereas schemes involving two or three days' unemployment per week or one week’s closing/two week’s work may be introduced for a minimum of three weeks. If, however, a short time working scheme is introduced in accordance with the above provisions and is interrupted before the expiration of the mentioned periods of four and three weeks, respectively, such periods shall be deemed to have been spent.
If a short time working scheme is agreed for thirteen consecutive weeks involving one week's unemployment/one week's time off, it may include seven weeks' unemployment and six weeks' work or vice versa for each employee.

4. Short time working may also be established by means of weekend work, staggered working hours and shiftwork.
In relation to weekend work in particular the parties agree that in companies, departments or production areas where weekend shifts have been established, the weekend shift shall join in the short time working scheme on equal terms with the other employees in the scheme.
In the case of short time working schemes involving weekend shifts, only schemes involving one week's unemployment/one week's work or two week’s

unemployment/two weeks work may be established, as one weekend's work corresponds to one week's work, cf. clause 10(4).

At the same time the parties agree that weekend shifts employed in a production area/department other than the production area/department where a short time working scheme has been established may be exempted from the scheme.

5. Collective holiday closing of the whole business shall not be included in the short time working period. Collective holiday closing of the whole business shall not cause the short time working to be interrupted and thus shall not cause any payment by the employer of unemployment benefits for the first and second days of unemployment (G days).
   Employees shall be excluded from the short time working scheme when having to participate in courses planned prior to the introduction of the scheme.
   Employees may also be excluded from the short time working scheme to participate in courses planned during the scheme.
   To the extent an employee's job is covered by the short time working scheme, he/she shall join the scheme when returning from leave on equal terms with the other employees.
   Any employees who are injured at the company before or during the establishment of a short time working scheme shall be paid according to clause 29(2).

6. Protected employees shall participate in locally agreed short time working schemes.

During their participation in such schemes, the protected employees shall continue to be covered by clauses 1 and 6.
The parties also agree that the participation of protected employees in a short time working scheme shall not alter the practice under the Industrial Agreement concerning release and suspension of protected employees.

7. Unemployment periods shall as far as possible be grouped together as relatively long continuous periods. No short time working scheme may be established in cases where the daily working time is reduced or where unemployment is less than two days per week.

8. Short time working schemes shall be reported by the local parties to Dansk Industri and the respective unions not later than one week before the scheme is implemented. At the same time, the Employment Service shall be informed in writing of the short time working schemes intended to be implemented, including the persons covered by them. The form on page 143 shall be used in connection with reporting of any scheme.

9. As one of the purposes of the short time working scheme is to avoid dismissals which would otherwise be necessary, dismissals during a current short time working scheme may only be carried out for reasons justified by the conduct of the person concerned. If, nevertheless, it turns out to be necessary to carry out dismissals during a current short time working scheme, the scheme shall be taken up for renewed local discussion.

If agreement cannot be reached, the matter may be made the subject of discussion with the participation of the organisations. Employees who have been dismissed shall not join a short time working scheme unless they can be indemnified during the period of notice.
The parties recommend that this is done by either transferring the employees dismissed to departments or production areas where no short time working scheme has been established, or by letting them join the short time working scheme in such a way that they are released with pay during the periods of short time working.

Short time working cannot be introduced until four weeks after the end of a previously introduced scheme in the department/area of work in question.

10. Quarterly meetings shall be held between the organisations with a view to discussing the general situation of short time working schemes.

Copenhagen, 15 January 1981 as amended on 1 March 2004 and 1 March 2007.

Note 1
For poultry dressing stations and the fishing industry - see Special Part, pages 240-241.

Guidance on the reporting of short time working schemes

1. For each union a report form shall be prepared covering each department or area of work.

2. Short time working schemes can normally be established only in one of the ways described in the form. As far as possible groups should be established to take turns at working/being unemployed. However, arrangements for the closing of entire departments or areas of work can be made where special operating circumstances make it expedient.

3. The short time working schemes shall run for periods consisting of whole weeks, so that the thirteen weeks mentioned in item (3) of Appendix 2 shall run from the beginning of the week in which the scheme is started. The thirteen weeks include both working periods and non-working periods. No exemption shall be granted from the thirteen-week rule.

4. The total duration of the schemes shall be stated in advance in the report form. Consequently, no schemes can be initiated if they imply that information about the following week's short time working scheme is to be given week by week.

5. Lists of names shall be prepared stating the individual employee's name and civil registration number as well as short time working periods. The list of names on page 144 shall be used. However, lists of names used for reporting to the Employment Service may be used, provided that they are submitted to Dansk Industri and the respective unions in readable form.
   The company and the shop steward, respectively, shall send the form and the list of names to Dansk Industri and the respective unions, preferably fourteen days and not later than eight days before the scheme comes into force. If the time limit is exceeded for reasons within the control of the employer, the time of coming into force shall be postponed by one week.

6. If the scheme is discontinued before the expiration of the period, the organisations shall be informed thereof in writing not later than eight days after such discontinuation.

7. Attention is drawn to the fact that employees participating in a short time working scheme shall not be dismissed except for reasons justified by the conduct of the individual employee.

SHORT TIME WORKING

LIST OF NAMES FOR SHORT TIME WORKING SCHEME

Appendix 3

Agreement on transfer of holidays

Appendix 4

Contract of employment, pages 1, 2 and 3

Contract of employment for employment covered by the Industrial Agreement.

Appendix 4

Appendix 4

Appendix 5

Protocol on employment of employees on staff conditions of some kind

A. For contracts of employment on staff conditions of some kind entered into after 1 May 2007 the following provisions shall apply as a minimum.

1. Section 8 of the Danish Salaried Employees Act on additional pay to the spouse/children on the employee's death.
2. Section 2 of the Danish Salaried Employees Act on notice of termination. According to this, notice of termination may be given during sickness, and clause 37(2) and (4) of the Industrial Agreement shall not apply. The periods of notice may not be shorter than the periods of notice in accordance with the Industrial Agreement obtained in connection with any transition to employment on staff conditions of some kind.
3. Sections 3 and 4 of the Danish Salaried Employees Act on gross default on the part of the company and the employee.
4. The 120-day rule shall not be applied - even if it has been agreed in writing - if the employee's notice period is covered by clause 6(1) of the Industrial Agreement.
5. Overtime performed in connection with the work normally performed by employees employed on staff conditions of some kind shall not be covered by the second paragraph of clause 13(4) and clause 13(8) of the Industrial Agreement. The shop steward shall have a right to present a complaint in

connection with any abuse and shall be informed of the extent of any overtime where there appears to be good reasons for doing this.

6. Holidays with pay or holidays with holiday allowance shall be provided, cf. section 16 of the Danish Holidays with Pay Act (until 1 September 2020: Section 23). This provision shall replace the rules on holiday allowance of the Industrial Agreement.
7. Section 5(1) on full pay during sickness of the Danish Salaried Employees Act.
8. Full pay shall be paid on weekday holidays and any other non-working days, cf. clauses 18, 30 and 32 of the Industrial Agreement.

The question of introduction or cancellation of agreements concerning employment on staff conditions of some kind may be dealt with under the rules for handling industrial disagreements, though only at a negotiation meeting.

Employment on staff conditions of some kind may be agreed on an individual basis with employees who perform particularly confidential/qualified work. Such agreements shall only be valid if they have been drawn up in writing.

Unless otherwise stated in this Appendix or the contract of employment between the parties, the employee shall be covered by the rules set out in the Industrial Agreement.

B. The organisations agree on recommending that employment on staff conditions of some kind shall primarily take place according to the following guidelines. However, the

company and the employee shall determine in the individual contract of employment whether the individual recommended conditions are to apply to the employment relationship:

Contract of employment
The organisations recommend that the parties use the contract of employment drawn up jointly by the organisations for employment on staff conditions of some kind. The contract of employment may be required to be submitted to the respective organisation after signing.

Seniority
The organisations recommend that employment on staff conditions of some kind shall only be offered to certain employees who perform particularly confidential/qualified work when they have nine months' seniority in the company.

The seniority of employees employed on staff conditions of some kind shall be calculated from the first day of the month in which the agreement takes effect.

Pay
The pay shall reflect the qualifications, responsibility, effort and competence of the individual employee. Once a year the pay of the individual employee shall be taken up for evaluation and possibly adjustment. The time of adjustment may be the same as that for salaried employees employed by the company.
Any disagreements concerning pay level or pay adjustment may be dealt with under the

rules for handling industrial disagreements as set out in the rules laid down by the Collective Agreement.
On any employment on staff conditions of some kind the time rate shall be converted into the monthly salary for the relevant number of hours, currently 160.33. The salary shall be paid out on the same dates as apply to the salaried employees in the company.

Notice of dismissal
It may be agreed in the individual contract of employment that the employee may be given one month's notice of dismissal to expire on the last day of a month if, within a period of twelve months, the employee has received pay during a total of 120 days lost through sickness.
The validity of the notice shall be conditional upon the notice being given in immediate connection with the expiry of the period of 120 days lost through sickness and while the employee concerned is still sick whereas the validity shall not be affected by the fact that the employee has returned to work after notice has been given.

Working time
Working time, including any overtime, shiftwork and staggered hours as well payment for this, shall be determined in accordance with the provisions laid down in the Collective Agreement.

Other provisions
The organisations recommend that employees employed on staff conditions of some kind shall be covered by sections 2a and 2b, 16,

and 17a of the Danish Salaried Employees Act.

C. Any disagreements concerning the interpretation of the individual agreements or the above provisions and recommendations shall be dealt with in accordance with the rules for handling industrial disagreements as laid down in the Industrial Agreement.

An company wishing to be released from an agreement with an individual employee concerning employment on staff conditions of some kind or an employee wishing to be released therefrom may be so released by giving the notice prescribed for the party concerned. After the expiration of the said notice periods the employee shall be deemed to be subject to the provisions of the Industrial Agreement only.

Already existing agreements concerning employment on staff conditions of some kind may be rewritten in accordance with this Appendix by agreement between the local parties.

Copenhagen, 14 February 1993

Amended on 1 February 2004

Amended on 25 February 2007

Agreement on employment on staff conditions of some kind covered by the Industrial Agreement

Please note, that the employment contract has not been translated. Please refer to the websites of the organisations where you will find the English versions.

Appendix 5

Appendix 6

Notice, etc. in connection with collective redundancies

These rules shall come into operation on 1 January 1996.

Scope

Clause 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 30 days is:

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

Subclause (3)
This Protocol shall apply irrespective of whether the decision regarding collective redundancies is being taken by the employer or by an company 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 11 shall not apply to redundancies arising from termination of the activities of an company 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 company where that is the result of bankruptcy or a composition in liquidation proceedings under the rules of the Danish Insolvency Act unless the Regional Labour Market Council 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 company. Where an company has several workplaces in the same municipality, such workplaces shall be deemed to be one workplace.

Clause 3.
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. 1152 of 27 October 2017 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 Danish Act No. 291 of 22 Marc 2010.

Obligation to consult, etc.

Clause 5.
Where an employer is contemplating redundancies pursuant to clause 1, the employer shall as soon as possible begin consultations with the employees in the company 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.
For use in the consultations pursuant to clause 5 the employer shall supply the employees in the company 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 company;
4. the criteria proposed for the selection of the employees to be made redundant;
5. whether the employees to be made redundant include employees having a right to redundancy payments, fixed by individual or collective agreement, and if so the method for calculating such payments.

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

Notice period, etc.

Clause 7.
Should the employer, after consultation in accordance with the rules laid down in clauses 5 and 6, still wish to effect redundancies covered by clause 1, the employer shall notify the Regional Labour Market Council thereof in writing. Such notification shall be forwarded as soon as possible and not later than twenty-one days after the beginning of consultations in accordance with clause 5.

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

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

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

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

Clause 8.
Redundancies of which notification has been submitted in accordance with clause 7(1) shall take effect not earlier than thirty days after submission of the notification to the Regional Labour Market Council.

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

Duty of confidentiality

Clause 9.
Employees at the company 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.
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.
On any imposition of a fine for violation by companies 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 company which has made the decision on collective redundancies has not given the employer the necessary information.

Copenhagen, 20 February 1995

For Dansk Industri
Peter Schlütter

For CO-industri
Palle Nielsen

Editor's change, July 9, 2013

For DI Overenskomst I v/DI
Niels Grøn Fabech

For CO-industri
Jørn Larsen

Editor's change, at OK 2020 (Collective Agreement negotiations 2020)

Appendix 7

Agreement on the distribution of the costs of purchasing, maintaining and cleaning protective footwear

Subclause (1)

The company shall make a contribution towards the cost of purchasing suitable approved protective footwear for the employees:

(a) Where this is required because the working conditions involve a special risk of foot injuries which can be avoided by wearing protective footwear.

(b) Where this is recommended by the internal safety organisation of the company, or

(c) Where this is desired by the individual employee.

The normal contribution shall be equal to the price of ordinary safety clogs as stated under item I of the list.

Where special working conditions necessitate the wearing of safety shoes, the contribution shall be equal to the price of ordinary safety shoes as stated under item II of the list.
Where special working conditions necessitate the wearing of protective footwear with ankle support, the contribution shall be equal to the price of safety boots according to item III of the list.

Where a medical certificate requires the wearing of surgical protective footwear, the contribution shall be as set out in the list.
Protective footwear towards the cost of which the company makes a contribution in accordance with the aforesaid provisions shall be the property of the employee.

Subclause (2)

Where special working conditions necessitate the wearing of protective footwear other than the types mentioned in subclause (1), the expense shall be borne by the company, and the footwear shall remain the property of the company.

Subclause (3)

Employees who receive a contribution under subclause (1) shall wear protective footwear while they are working unless otherwise agreed locally.

Subclause (4)

The employee shall for his/her own account undertake cleaning and ordinary maintenance (excluding actual repairs) of the protective footwear which he/she wears while performing work in the company.

Subclause (5)

Protective footwear towards the cost of which the company makes a contribution shall be purchased by agreement with the company.
Any replacement of worn-out or damaged protective footwear which no longer serves its purpose shall be agreed with the company.

Subclause (6)

Any disagreements in connection with the above provisions shall be dealt with in accordance with clause 4(7) of the Collective Agreement and the rules for handling industrial disagreements.

Subclause (7)

List prices are established by the economists of the organisations based on the general price index.

Subclause (8)

This Agreement shall be deemed to be a supplement to the Collective Agreement made between Dansk Industri and CO-industri and shall run concurrently with that Agreement.

List prices as of 1 March 2023:

I	DKK	519.00
II	DKK	822.00
III	DKK	964.00

The organisations shall adjust the above list annually as of 1 March.

Copenhagen, 16 January 1987.

Changed 1 January 2013

Appendix 8

Protocol on foreign employees' pay and working conditions in connection with the performance of work in Denmark

Section A

With a view to preventing social dumping, the following agreement has been entered into by the parties to the Agreement on the settlement of disputes on pay and working conditions of foreign employees when these perform work in Denmark.

1. The parties to the Agreement recommend that the company, before using foreign subcontractors to carry out work at the company’s locations in Denmark, informs the shop steward and provides all relevant background information about the subcontractors such as the work they are to perform and its expected duration.

   The local parties may request that a local meeting be held as soon as possible during which all relevant background information is presented or obtained to the extent possible in the case of uncertainties about pay and employment conditions for foreign workers.

   The local talk constitutes a supplement to the provisions regarding the organisations' access to handling cases about foreign labour,

and DI, CO-I or CO-I's member organisations may request a meeting, regardless of local talks, cf. (2).

2. Both CO-industri and CO-industri's member organisations shall immediately contact Dansk Industri if they become aware of matters which are likely to lead to problems or disagreements. Similarly, Dansk Industri shall contact CO-industri immediately.

3. 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.

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

5. Members of Dansk Industri employing foreign labour shall adapt the pay of such labour to the pay level of the company. In addition, all other terms and conditions according to the Collective Agreement shall be complied with.

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

   The parties agree that in such situations the company may be admitted to membership of Dansk Industri 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 Dansk Industri.

7. If, during the negotiations or thereafter, the foreign company is admitted to membership of Dansk Industri, the pay level shall be adapted, possibly in cooperation with the organisations.

Section B
The following section applies to posted employees covered by the Industrial Agreement or the Agreement for Salaried Employees in Industry.

An adjustment of the wage level of posted workers shall be carried out in accordance with the following basic principles:

- Based on the principle of equal treatment, the remuneration of posted employees covered by the collective agreement must be determined in accordance with the wage provisions of the collective agreement.

- The calculation and comparison of wage levels shall be based on the total relevant employee costs of the posting undertaking, i.e., statutory social obligations and contractual obligations, regardless of whether they originate from the home country or Denmark.

- The posting company must not be placed in a worse or better position than a similar Danish company. Thus, comparisons are made with the corresponding employee costs that the Danish company would have in the same situation.

1. Determination of wages
According to the Industrial Agreement, wages are determined in accordance with clause 22, which is the general hourly wage provision, clause 23, which concerns supplementary wage systems, and clause 24, which concerns piecework pay.

In determining the remuneration of posted staff, account shall be taken of the provisions under which the remuneration is granted.

Furthermore, this agreement is based on the principle that the individual employee's wage must be agreed between the company and the individual employee, subject to a minimum

payment rate. Negotiations on wage changes can take place no more than once in each collective agreement year, i.e. in the period from 1 March to 1 March.

When determining the pay, account must be taken, for example, of the individual employee's skill, experience, education, effort in production and the demands of the work on the employee, including the special discomforts associated with the work. Reference is made to clause 22 (4) of the Industrial Agreement.

According to the Agreement for Salaried Employees in Industry, salaries are determined in accordance with clause 3.

According to the provision, the salary is agreed between the individual employee and the employer. At the same time, the pay of the individual employee must be assessed and, if necessary, adjusted at least once a year.

In addition, remuneration must reflect the individual's effort, qualifications, training and skill, as well as the content and responsibilities of the position. Reference is made to clause 3 (2) of the Agreement for Salaried Employees in Industry.

Finally, under both the Industrial Agreement and the Agreement for Salaried Employees in Industry, wage systems can be agreed individually or collectively to supplement the pay, e.g. performance pay, bonus or production allowance. These should be adapted to the circumstances of the individual company and should be agreed in writing.

Reference is made to clause 23 of the Industrial Agreement and to clause 3 (6) of the Agreement for Salaried Employees in Industry.

Information on Danish companies' application of the wage provisions in their collective agreements for the relevant work functions will be available on the national website for posted workers.

2. Specifically on pensions
The company's documented contribution costs for a labour market pension in its home country can be set off against the pension contribution that the company must pay in accordance with the collective agreement.

The seniority requirement for obtaining a pension under clause 34 (2) of the Industrial Agreement and clause 8 (1) of the Agreement for Salaried Employees in Industry is considered fulfilled if the posted employee has been covered by a labour market pension scheme in his home country for at least 2 months.

The pension contribution must be calculated on the same wage components as are included in the pension base under the collective agreement. This is regardless of whether the wage component in question is taxable in the home country.

If pension contributions are paid to a labour market pension scheme in the home country during the period of posting, the contribution is deducted from the pension contribution to Industriens Pension.

A difference amount must be paid by agreement between the posting company and the employee to the applicable labour market pension scheme in the home country, paid as wage or paid to Industriens Pension.

3. Specifically on free choice contributions and holidays
If the allowance is clearly stated in the employees' payslip or equivalent statement, a posting company may refrain from establishing a free choice account, but instead pay the free choice contribution on an ongoing basis as a supplement to the pay, including the payment for deselected extra days off.

4. Specifically on holidays
If, in accordance with the holiday rules in their home country, posted employees are entitled to fewer days of paid holiday per holiday year than the Danish Holiday Act provides, the company must supplement up to the level of the Danish Holiday Act, proportionately in relation to the period during which the employees perform work in Denmark.

Alternatively, it may be agreed between the parties that, to the extent permitted by current legislation, the company will pay the employee compensation for the missing holidays.

5. Specifically on posting allowances
Compensation received by posted employees to cover expenses actually incurred in connection with the posting, for example for travel, board and lodging, cannot be included in the calculation of remuneration in accordance with the collective

agreement and the staff costs of the posting company.

Posting allowances that have not been paid as compensation for the employee's expenses in connection with the posting are included in the calculation of remuneration in accordance with the collective agreement and the posting company's total employee costs.

If it is not specified or clarified whether a benefit has actually been paid as compensation for expenses incurred in connection with the posting or as a posting allowance, the entire benefit is deemed to have been paid as reimbursement of expenses within the meaning of Article 3 (7) of the Posting of Workers Directive.

6. Specifically on educational funds
The posting company is exempt from the rules of the collective agreements on training funds and competence development funds.

However, according to the collective agreement, a similar Danish company's contribution costs to training funds and competence development funds must be included in the calculation of the total employee costs.

7. Specifically on nuisance payments
The employees of the posting company are paid in accordance with the rules of the collective agreements on nuisance payments. Nuisance allowance must be calculated and paid separately.

8. Transparency in the calculation of wages
The wage for posted employees is determined in accordance with clauses 22, 23 and 24 of the

Industrial Agreement or clause 3 of the Agreement for Salaried Employees in Industry and must be stated for the individual posted employee.

Posting firms must thus be able to provide transparent statements of wages paid and other collective wage shares.

9. Local agreements
Companies covered by this section may enter into local agreements in accordance with the provisions of the Industrial Agreement and the Agreement for Salaried Employees in Industry.

10. Specifically on the calculation of social security contributions based on Eurostat
If the parties agree, the company's costs for social security contributions may be calculated based on a percentage on the basis of Eurostat data on a case-by-case basis.

Once a year, the parties shall determine, on the basis of Eurostat's most recent inventory:

1. What the percentage share of social security contributions is total labour costs in each country.

2. Which statutory and contractual benefits are included in social security contributions.

The following benefits in the Industrial Agreement (IO) and the Agreement for Salaried Employees in Industry (IFO) are included in Eurostat's statement of social security contributions when the agreement is signed:

- Arbejdsgivers Pensionsbidrag (IO clause 34, IFO clause 8).
- Severance pay (IO clause 38 (11)).
- Sick pay (IO clause 29).
- Maternity pay (IO clause 35, IFO clause 12 (17)).
- Payments to education funds and competence development funds (IO clauses 36 and 47; IFO clauses 25 and 26).

Obligations in accordance with the agreements contained in the percentage of social security contributions are deemed to have been fulfilled by the company if the parties choose to calculate the costs of social security contributions according to this model.

These obligations are therefore not included separately in the calculation of employee costs, nor does the posting company have to pay them separately. However, the parties may choose to separate the company's contribution to labour market pensions for separate implementation.

If the posting company also pays certain social security contributions in Denmark, these must be considered in the calculation of the company's total employee costs.

The company's costs for social security contributions according to this model can only be calculated if the company can document that it

pays the compulsory social security contributions in its home country during the posting to Denmark, including which parts of the wage the social security contributions are calculated on.

The parties agree that, as a general rule, it is sufficient documentation if the company submits a statement from a certified accountant or equivalent stating what social security contributions the company pays in its home country.

A statement according to this model does not preclude CO-industri from bringing cases of disproportion, cf. clause 22 (3) and (4) of the Industrial Agreement or clause 3 (5) of the Agreement for Salaried Employees in Industry.

The examples of calculations according to this model which have been presented during the discussion of the parties are set out in the Agreement annexed to Organisationsaftaler ("Organisation agreements" – only in Danish).

11. Other matters

This agreement does not change which collective agreement requirements that can be legally supported with notice of dispute in accordance with clause 6a of the Danish Posting of Workers Act.

The parties agree to revise this agreement if the conditions in the current legislation, including the Posting of Workers Directive and the Danish implementation thereof, change.
Both parties reserve the right to include elements other than those mentioned in the agreement

when calculating the total employee costs for a posting company.

Examples of Eurostat calculation
The following are only simplified examples of calculations. With the examples, the parties do not state their position on what companies must pay to comply with the Industrial Agreement or the Agreement for Salaried Employees in Industry, including clause 22 of the Industrial Agreement and clause 3 of the Agreement for Salaried Employees in Industry. With the examples, the parties also do not state their position on what can be included in the calculation of total employee costs. Similarly, the examples cannot be included as interpretations in any disagreement on the interpretation of this Agreement.

Example A
The total costs of employees are composed of wages and social security contributions. According to the parties' latest joint statements (2021), social security contributions amount to 14.2 per cent of total employee costs in Denmark and 22.2 per cent in Germany.

This means that social security contributions account for 29 percent (or a factor of 1.29) of total wage costs in Germany, and 17 percent (or a factor of 1.17) of total wage costs in Denmark.

After joining DI, a German company will adjust theirwage level to Danish conditions.

They pay their employees an hourly wage of DKK 100. We assume that this is the only wage part on which they pay social security

contributions. The hourly wage plus social security contributions in Germany now amount to DKK 129, which does not comply with the provisions of the collective agreement.

The German company wants to adjust their wage level corresponding to a Danish hourly wage of DKK 170. With an hourly wage of DKK 170, a Danish company would have employee costs including social security contributions equivalent to DKK 199/hour. (170*1,17).

Against this background, the German company chooses to provide a supplement of DKK 54 per hour during the posting to Denmark. The wage thus comes to 154 DKK per hour (100 + 54) corresponding to 199/1.29. They also pay social security contributions of the supplement of DKK 54. Thus, the total employee costs added to social contributions in Germany amount to DKK 199 (154 x 1.29).

Example B
In the situation from example A, the parties wish to implement the company's contribution to labour market pensions separately. The employer's contribution to the German pension scheme is assumed to be 5 per cent. They are deducted from the percentage used to calculate social security contributions from labour costs, bringing it down to 24 (29-5). On the other hand, the company must pay a total of 10 per cent in employer contributions to pension (from 1 March 2023) in accordance with the collective agreement. The five percent is paid to the German pension scheme. The difference of 5 per cent between the Danish and German pension contributions is paid by the German company to

Industriens Pension as a supplement to the wage or paid into the labour market or company pension scheme in the home country.

On this basis, the company chooses to provide a supplement to the wage of DKK 48.5/hour during the posting to Denmark. This is calculated as 199 divided by 1.34, as they have total social security contributions of 34 per cent of labour costs including pension contributions. They also pay social security and pension contributions of supplements. Thus, their total employee costs will also be 199 DKK/hour (148.5 + 0.24*148.5 + 0.10*148.5)

Section C
The parties to the agreements agree that 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) applies, as regards the second paragraph of Article 3(1) of this Directive, only to the fields referred to in item 1 of SECTION C of this Protocol.

The parties further agree:

1. that, to the extent that the Industrial Agreement comprises matters covered 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 Industrial Agreement and those applicable to the Danish company where the foreign

worker carries out his work, applicable local agreements and practices shall be respected in relation to the workers who perform work in these areas in Denmark in connection with the provision of services.

2. that disputes concerning the terms and conditions of employment of workers posted to Denmark in the areas referred to in this Protocol, SECTION C, item 1, shall be dealt with in accordance with SECTION A of this Protocol and the rules of the Agreement for the handling of industrial disputes.

Copenhagen, 22 March 1998

Amended at OK 2020 and OK 2023

Appendix 9

Work in Germany

The undersigned organisations agree that the Industrial Agreement shall not apply when employees are sent to work in another country, including the Faroe Islands and Greenland. However, prior to the commencement of the journey, the pay and working conditions mentioned in clause 20(5) of the Industrial Agreement shall be agreed.

To the extent an company might be covered by the German Posting of Foreign Workers in Germany Act ("Arbeitnehmer-Entsendegesetz"), there is general agreement that the holiday rules of the Collective Agreement, including the holiday guarantee scheme, shall apply during work in Germany.

Copenhagen, 25 August 1997

For Dansk Industri	For CO-industri
Niels Overgaard	Verner Elgaard

Appendix 10

Organisation Agreement on the implementation of the EU Working Time Directive

The basis of this Organisation Agreement 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. The parties to the Collective Agreement agree that the said Organisation Agreement implements the above Directive.

The parties to the Collective Agreement understand by:

2.1 Working time

Any period during which the employee is working and at the employer's disposal.

Example
On-call duty which, for example, through telephone service is transferred to active time is deemed to be working time.

2.2 Rest period

The period of time which is not working time.

Example
On-call duty outside the workplace, which is not transferred to work performed is deemed to be rest period. Travelling time to and from a workplace other than the permanent one is not

regarded as 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 Nighttime

Nighttime shall be agreed at the individual company.

Nighttime shall be seven hours and shall include the period from midnight to 5.00 a.m.

Unless locally agreed, nighttime shall be from 10.00 p.m. to 5.00 a.m.

2.4 Night worker

(a) Any employee who, during nighttime, 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.

3.1 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. 372 of 15 August 1980.
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 24 hours. Only 24-hour working periods are included in the calculation.

3.2 Standby service

The local parties may enter into a written local agreement that, when employees are called to work during standby service, the daily 11 hour rest period for work not covered by the annex to Executive Order No. 324 of May 23, 2002 on rest periods and days off, may be postponed and instead given immediately after the end of the last

completed work; and that the rest period may be placed within the standby service. If this means that the 11 hours' rest is extended into the following day, the employee must also have the usual rest period of 11 hours within that day. This rest period can be postponed correspondingly.

If the postponed rest period prevents the employee from performing scheduled normal daily working hours, the hours not worked shall be paid as in the case of sickness.

Where section 8 (1) of the Executive Order applies, the daily rest period may be 8 hours.

The rest period may not be postponed more than 10 days in each calendar month and 45 days per calendar year.

For companies that do not have an elected shop steward, notification of the conclusion of the agreement shall be given to the organisations.

Agreements under this provision may be terminated in accordance with clause 8 of the Collective Agreement of Industry.

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

5.1 Is covered by the current rules laid down in Part 9 of the Danish Working Environment Act and the associated Executive Order No. 324 of 23 May 2002.

Where the weekly 24-hour rest period is postponed or cancelled under current Danish rules, a compensatory 24-hour rest period shall be allowed. It may be agreed at local level that the weekly 24-hour rest period shall be changed. However, there must not be more than seven days between two 24-hour rest periods. Dansk Industri and CO-industri may in accordance with a provision to this effect approve work schedules with up to twelve days between two 24-hour rest periods.

5. 2 Work on offshore wind turbines and directly related work on land

According to the rule in clause 8 (7), the company and a shop steward may deviate from the Industrial Agreement so that working hours can be scheduled with a working period of up to 14 days followed by 14 days off ashore.

This provision applies to work on offshore wind turbines (coastal and non-coastal offshore wind turbines) as well as to work and tasks directly related to work on offshore wind turbines and taking place on land.

The work must be carried out by employees whose job function is to perform work on offshore wind turbines and who work in the same rotation as the work on the offshore wind turbines.

Employees who work mainly on land cannot be covered by the above.

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 the Industrial Agreement.

8. Length of night work

The normal hours of work for night workers shall not exceed an average of eight hours in any 24-hour working period over a period of three months.

The weekly 24-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 24 hours.

The following subclauses 9 and 10 shall apply as of 1 March 2024

9. Preventive measures for night work

The parties have implemented the NRCWE's recommendations on night work:

- A maximum of three nightshifts in a row
- A maximum of 9 hours at a time

- At least 11 hours between two shifts

- Pregnant women must usually work a maximum of one nightshift per week to reduce the risk of miscarriage and other pregnancy complications.

Companies with night workers must therefore implement the following measures:

The local parties, possibly in cooperation with the health & safety organisation, must discuss whether the company complies with the NRCWE's recommendations in those areas of the company where night work is carried out.

The dialogue shall:

a. be carried out at the initiation of night work and thereafter once a year on a rolling basis;

b. be documented by completing a form prepared by the parties, which contains a review of the recommendations.

If the local parties, possibly in cooperation with the health & safety organisation, assess that the NRCWE's recommendations are being followed, the general rules of the agreement will be applied unchanged, including the rules on health surveillance in item 10.

If the local parties, possibly in cooperation with the health & safety organisation, assess that the NRCWE's recommendations are NOT being followed, the following special activities will be

implemented for employees whose normal working hours at night are not organised in accordance with the NRCWE's recommendations:

a. The company must offer annual health checks to night workers

- It is compulsory for night workers to carry out health surveillance every two years
- For night workers aged 50 or over, extended health surveillance shall apply

b. Implementation of an annual special risk assessment aimed at night work

- Identification and mapping of risks of night work
- Assessment of the risks of night work
- Prioritisation and preparation of action plan
- Follow-up to action plan

10. Nightwork of pregnant women

When the company is informed or otherwise becomes aware that an employee is pregnant, the company must as soon as possible and no later than two weeks after the end of a week reschedule the employee's working hours or transfer the employee to other work tasks so that the employee works no more than one nightshift per week.

If it is not possible for the employer to reschedule working hours so that the employee in question works no more than on nightshift per week, or transfer the employee to other work tasks, the employee is entitled to absence from other nightshifts in excess of one per week with payment similar to the case of pregnancy leave under clause 35 (1) of the collective agreement. This is only a payment rule that applies regardless of the employee's seniority and regardless of the number of weeks the employee has absence from other nightshifts in excess of one per week.

11. Health checks

Frequency

Employees must be offered free health checks before they start working as night workers.

Employees classified as night workers in accordance with subclauses 2 to 4 of the appendix must be offered health checks within regular periods of not more than 2 years.

Documentation that the employee is offered health checks

An annual statistic must be compiled on the extent of night work and the extent to which companies with night work offer health checks, cf. the existing principles in Organisationsaftaler ("Organisation agreements" – only in Danish), on the implementation of the model for implementing health checks as well as the principles that may be agreed on during the agreement period.

When should health checks take place?

If the health check takes place outside the employee's working hours, the employer must compensate for this.

Model for carrying out health checks
Health checks shall be carried out as follows:

1. The employee fills out a questionnaire prepared by the parties.

2. In addition, the employee undergoes a physical health examination.

3. Based on the above, as well as dialogue with the employee, a doctor draws up an overall conclusion for the employee. The doctor must possess occupational medicine skills.

4. The information obtained in connection with the health check is confidential and belongs solely to the employee. The information can only come to the employer's knowledge in the event that the employee takes the initiative to do so.

If possible, night workers suffering from health problems which can be shown to be due to the fact that they perform night work must be transferred to day work.

Report to the Health & Safety Committee in large companies
It seems natural that, on the individual company's own initiative, the health & safety organisation should monitor whether health checks are carried out in accordance with the rules.

12. Guarantees for night-time working

Are covered by existing legislation.

13. 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

14. Safety and health protection

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

15. Pattern of work

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

16. 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.

Copenhagen, 20 February 1995

(with amendment at OK2023)

For Dansk Industri	For CO-industri
Gerhard Albrechtsen	Max Bæhring
Hans Skov Christensen	Willy Strube

Appendix 11

Protocol on the implementation of the Directive on the protection of young people at work

Dansk Industri 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 rules laid down in the Danish Working Environment Act on young persons under the age of 18.

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. 2b However, children of at least 14 years of age may work in an company under an apprenticeship training or in-plant work-experience scheme.

Subart. 2(c) 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 24-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 36 hours.
The rest period shall, in principle, include Sunday.

Art. 11. Annual rest period (Holiday)

To be implemented by legislation.

Art. 12. Breaks

Children and young persons who have not attained the age of 18 years 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.

Copenhagen, 20 February 1995

For Dansk Industri	For CO-industri
Gerhard Albrechtsen	Max Bæhring
Hans Skov Christensen	Willy Strube

Appendix 12

Implementation of Directive (EU) 2019/1152 of 20 June 2019 on transparent and predictable working conditions in the European Union (Working Conditions Directive) with Appendices 1 and 2

DI and CO-industri have entered into the agreement below for the implementation of Directive (EU) 2019/1152 of 20 June 2019 on transparent and predictable working conditions in the European Union (Working Conditions Directive).

The parties agree that the agreement and its appendices 1 and 2 (reprinted in protocol 52 by OK23) fully implement the Working Conditions Directive in the Industrial Agreement and the Agreement for Salaried Employees in Industry.

It is agreed that the relevant provisions and appendices with employment contracts in the Industrial Agreement and the Agreement for Salaried Employees in Industry will be amended in accordance with what has been agreed at the earliest opportunity after the entry into force of the agreement.

The Parties agree that industrial agreements muat ensure the overall protection of employees and meet the objectives of the Directive, cf. Article 1(1). Chapter Three of the Directive is thus deemed to have been implemented in accordance with Article 14 of the Directive.

The parties further agree that with this implementation agreement no interpretation has been made of the Industrial Agreement or the Agreement for Salaried Employees in Industry.

Clause 1 Scope and subject matter (Article 1 of the Working Conditions Directive)

Subclause (1). The aim of the agreement is to improve working conditions by promoting more transparent and predictable recruitment while ensuring labour market adaptability.

Subclause (2). The agreement comprises all employees covered by the Industrial Agreement and the Agreement for Salaried Employees in Industry, however cf. subclause 3.

Subclause (3). Employees who are covered by the Industrial Agreement and the Agreement for Salaried Employees in Industry and who have an employment relationship where their predetermined and actual working hours amount to less than an average of three hours per week in a reference period of four consecutive weeks are not covered by the agreement. Working time at all employers constituting or belonging to the same company, group or entity shall be included in the said three-hour average.

Subclause (4). The exception in Clause 1 (3) of the Agreement does not apply to employment relationships where a guaranteed amount of paid work has not been fixed in advance before the employment relationship begins.

Clause 2 Definitions of terms used in this Agreement (Article 2 of the Working Conditions Directive)

a. Work schedule

Plan for determining the times and days at which work begins and ends.

b. Reference hours and days

Time intervals on certain days during which work can take place at the request of the employer.

c. Work pattern

The way in which working time and its distribution are organized according to a pattern laid down by the employer.

Clause 3 Provision of information (Article 3 of the Working Conditions Directive)

The employer shall provide each employee with the information required by this Agreement in writing. The information is provided or sent to the employee in one or more documents, possibly in electronic form.

If information is provided in electronic form, the employee must be able to store and print the information, and the employer must keep documentation of transmission and receipt.

Clause 4 Obligation to provide information (Article 4 of the Working Conditions Directive)

Subclause (1) The employer must provide the employee with information about the most important conditions of the employment relationship. The information shall include at least the following information and shall be provided within the following deadlines:

Letter	Information	How to give the information?	Deadline
A	Name and address of employer and employee	Individually	7 calendar days
B	The location of the workplace or, in the absence of a fixed place of work or a place where the work is principally carried out, an indication that the employee is employed in different places or is free to determine his place of work, and the registered office or the address of the employer.	Individually	7 calendar days
C	Title or job description	Individually	7 calendar days
D	The commencement of the employment relationship	Individually	7 calendar days

E	Expected duration of the employment relationship, other than open-ended contracts.	Individually	7 calendar days
F	Temporary agency workers: the identity of user companies as and when known;	Individually	1 month
G	Duration and terms of any probationary period	Can be given by reference to law, collective agreement, etc.	7 calendar days
H	The right to training offered by the employer, if any.	Can be given by reference to law, collective agreement, etc.	1 month
I	Rights of employees regarding paid leave or other paid leave	Can be given by reference to law, collective agreement, etc.	1 month
J	The duration of notice periods for the employee and the employer or the rules relating thereto.	Can be given by reference to law, collective agreement, etc.	1 month

K	The current or agreed remuneration to which the employee is entitled at the commencement of employment and allowances and other components of remuneration not included therein, such as pension contributions and any board and lodging. In addition, information must be provided on the dates for payment of wages	Can be given by reference to law, collective agreement, etc.	7 calendar days
L	The normal daily or weekly working time and any arrangements for overtime and its remuneration and, where appropriate, arrangements for changing shifts	Can be given by reference to law, collective agreement, etc.	7 calendar days
M	If the work pattern is wholly or mostly unpredictable, the employer must inform the employee of: 1) the principle that the schedule of work is variable, the number of guaranteed paid hours and payment for work performed	Individually	7 calendar days

	in excess of these guaranteed hours; (2) the reference hours and days during which the employee may be required to work; and (3) the minimum notice period to which the employee is entitled before a work assignment commences, as well as any deadline for cancelling the work assignment;		
N	Indication of which collective agreements or agreements govern the employment relationship. In the case of collective agreements or agreements concluded by parties outside the company, it must also be stated who the parties are to the agreement in question.	Individually	1 month
O	Where it is the employer's responsibility: The identity of social security schemes receiving the social contributions linked to the employment relationship and any	Can be given by reference to law, collective agreement, etc.	1 month

social security protection provided by the employer.

Clause 5 Time limits and form of information (Article 5 of the Working Conditions Directive)

The provision is implemented by amendments to clause 37 (1) of the Industrial Agreement and clause 13 of the Agreement for Salaried Employees in Industry.

Clause 6 Change of employment relationship (Working Conditions Directive Article 6)

The provision is implemented by amendments to clause 37 (2) of the Danish Industry Agreement and clause 13 of the Agreement for Salaried Employees in Industry.

Clause 7 Additional information for workers sent to another Member State or third country (Working Conditions Directive Article 7)

The provision is implemented by amendments to clause 20 (5) of the Danish Industry Agreement and clause 13 (2) of the Agreement for Salaried Employees in Industry.

Clause 8 Protection and burden of proof (Articles 15-17 of the Working Conditions Directive)

Subclause (1) The nachfrist rules in clause 37 (4) of the Danish Industry Agreement and Appendix 16 (4) of the Agreement for Salaried Employees in Industry continue to apply, so violation of this agreement can only result in penalties if errors and deficiencies are not corrected within the specified time limits or if there is a systematic breach of provisions on employment agreements.

Subclause (2) The parties agree that the employee's ability to lodge a complaint with a competent body, receive appropriate redress in a timely and effective manner and protection against adverse treatment, cf. Articles 15, 16 and 17 of the Working Conditions Directive, is ensured by the fact that disputes, including concerning employment certificates, can be dealt with in the trade union system in accordance with the rules of the Industrial Agreement, Clause 4 (3) of the Agreement for Salaried Employees in Industry and the Main Agreement.

In addition, the Agreement for Salaried Employees in Industry allows a number of cases pursuant to clause 14 (3) and Appendix 11 to be continued before the ordinary courts.

Clause 9 Protection against dismissal and burden of proof (Working Conditions Directive Article 18)

Subclause (1). Employees who consider that they have been dismissed or have been subject to measures with equivalent effect on the grounds that they have exercised their rights under this Agreement may request the employer to provide duly substantiated grounds for the dismissal or

equivalent measures. The employer shall provide this justification in writing.

Subclause (2). If an employee establishes facts from which it may be presumed that a dismissal or equivalent measure has taken place because the employee is exercising his or her rights under this agreement, cf. subclause (1), it shall be the employer's responsibility to prove that the dismissal was based on other grounds.

Clause 10 Sanctions (Labour Requirements Directive, Article 19)

With regard to penalties for breach of this Agreement, the parties agree that no changes are envisaged to the previous levels of penalties for defective employment certificates, nor are any changes envisaged to the previous levels of compensation for unfair dismissals.

Clause 11 Entry into force

This Protocol enters into force on the same date as the Danish legislation implements the Working Conditions Directive. For employees who have already been employed prior to the entry into force of the minutes, the employer shall only provide, or supplement documents referred to in clauses 3 and 4 at the request of the employee.

If a future implementing act significantly changes the prerequisites for or sets requirements or criteria that deviate from similar provisions in this agreement, DI and CO-industri will discuss the consequences thereof with a view to restoring the original contractual relationship to the extent technically and legally possible.

In the event of termination of the collective agreement, the parties are obliged to comply with the provisions relating to the implementation of the Working Conditions Directive (EU Directive 2019/1152 of 20 June 2019) until another agreement takes its place or the Directive is amended.

It is agreed between the parties that there is no right of conflict in connection with this Protocol. In this context, it does not matter whether the negotiating text is placed in the agreement itself or in a separate collective agreement. However, amendments can be negotiated in the normal way, but can never reduce the minimum requirements laid down in the Directive.

Copenhagen, 19 February 2023

Appendix 13

Directions for the implementation of work study

Agreement made between Dansk Industri and CO-industri. May 1960. Revised April 1965 and February 1993.

Dansk Industri and CO-industri agree that a continued increase in productivity and thus competitiveness and employment openings within the scope of the Collective Agreement will to a large extent depend on the ability of the parties at the individual company to cooperate in obtaining the right work organisation and improvement of working methods.
Feeling confident that work study will be a useful means for achieving local cooperation in this respect, the organisations agree to recommend that, where appropriate, agreements concerning the implementation of work study should be made. To ensure a certain degree of uniformity these directions are given for local agreements concerning the introduction of work study at the individual companies.

Subclause (1) Purpose of work study

The purpose of work study is to improve the organisation and planning of work by systematic analysis, to find the simplest and most expedient working methods under the existing conditions and finally to determine the standard time for the job. This standard time shall be used as a basis for calculating the payment for the performance of a particular job.

Unprejudiced and objective cooperation concerning this purpose can make a substantial contribution towards increasing efficiency and thus also competitiveness for the benefit of the company as well as the working and earnings conditions of the individual employee.

Subclause (2) Introduction of work study at the company

Before work study is initiated at an company, the question shall be discussed by the parties, possibly by the cooperation committee, if any. If these discussions lead to general agreement in principle that the project should proceed, a restricted and independently working work study committee shall be set up, consisting of representatives of management and employees.
It is a condition that the members of the work study committee shall have a good technical insight into and interest in work study.
The company should assist in giving the employee or employees elected as work study representatives the theoretical and practical training necessary for evaluating the work study material.

Subclause (3) Work study committee

The work study committee should not normally consist of more than three or four persons. The employees' representative(s) on the committee can, for example, be elected from among the shop stewards, and their task, apart from working on the committee, shall be to give such employees as may request it assistance and guidance in examining and checking calculations of standard time.
The term of office of the members of the committee shall normally be two years, which

can be extended or shortened by agreement between the parties.
Those of the permanent representatives of the employees on the committee who are not shop stewards shall be subject to the same rules of dismissal as the members of the cooperation committee, cf. the Cooperation Agreement of 9 June 1986 - section 4. This extended notice period shall cease to apply from the time when the local work study agreement terminates.
For their participation in the meetings of the work study committee the representatives of the employees shall be remunerated in accordance with the rules applying to participation in meetings of shop stewards, cf. the Collective Agreement, with the exception, however, that where they participate in regular work study committee meetings as stated in clause 4, the remuneration payable shall be equal to the rate set out in the Cooperation Agreement from time to time - also in cases where the entire meeting might take place during working hours.
Where, at the instance of the work study committee, control studies are carried out with the assistance of the employee representative elected to the committee for the area concerned, such representative shall be paid for time so spent at the average of both his/her piecework and time rates, computed on the basis of his/her earnings in the immediately preceding quarter.

Subclause (4) Tasks of work study committee

The tasks of the work study committee are:
To adapt these directions to local conditions.
To ensure that the members of the committee, and possibly others, receive appropriate training so that the work on implementing

work study at the company will progress in the best possible way.

To find the optimum way of giving all interested parties in the company general appropriate information on work study,

To bring about agreement on a basis for assessing the rate of work and contribute to ensuring that such assessments are at all times made as correctly as possible,

To plan cooperation on the implementation of work study and, by holding regular meetings - normally once a month - to deal with and seek to resolve any matters of dispute that might arise in connection with the use of work study at the company.

Subclause (5) Rules of procedure

In the event that questions arise in the work study committee on which agreement cannot be reached, either party may request that such questions be dealt with in the presence of a representative of CO-industri and a representative of Dansk Industri.
If agreement cannot be reached here either, the matter of dispute may be brought before the organisations to be dealt with under the rules for handling industrial disagreements, if necessary.

Subclause (6) Definition of work study and procedure for implementation

Work study shall mean the following:

1. Method study
2. Time allowance study
3. Operation study

Depending on the purpose, one or more of these studies will be applied, and method study should normally be carried out first.

Re 1. Method study aims at determining the most efficient method of working. The study includes examinations of workplace, machine(s), tools, materials, quality requirements, transport and working conditions and the work process itself.
The work study officer making the method study shall consult and aim at co-operating with the foremen and employees whose area of work is affected by the study.
Foremen and employees should in this connection make such proposals for modifications of the work routine as they believe, based on their practical experience, will improve the method and thus facilitate the work.

Re 2. Time allowance study is made in order to determine the time taken to perform a particular job in addition to direct operation time.
The quality of the workpieces made during the study shall be approved before the time established can be used as a basis for setting standard time.

Time allowances are divided into:
A. Operational time allowance
B. Personal time allowance
C. Special time allowance

Re A. Operational time allowance is the time needed in excess of operation time to carry out a task due to factors which are normally outside the control of the employee. Such time may depend on workplace, machine(s), tools, workshop

layout, etc. The time allowance is the result of long-term or frequency studies accepted by the work study committee. The time allowance is calculated as a percentage of operation time and can, if desired, be determined separately for the individual machine, workplace or department. Factors influencing the calculation of the time allowance should be described in detail.

Re B. Personal time allowance is the time required by the employee under given conditions to attend to strictly personal needs. The time, which is fixed by negotiation, is expressed as a percentage addition, calculated on the sum of operation time and operational time allowance.

Re C. Special time allowance in addition to the above allowances may sometimes be justified. By way of example, work which is very strenuous, physically or mentally, may justify payment of a fatigue allowance, fixed as a percentage of the operation time + the operational time allowance under which these special conditions exist. The allowance shall be fixed on the basis of local conditions after the matter has been discussed by the work study committee.

Re 3. Operation study is made to determine the time that an employee with a standard output will spend on a given work operation. In the operation study the operator's rate of work is assessed, and on this basis the time measured will be adjusted upwards or downwards in relation to standard output.
Standard output is the performance of an employee who is experienced in the work concerned, familiar with tools, machines and working methods, and. who works at the normal rate of work.
The determination of standard output should be based on the relevant material available and recommended by the organisations for assessment of the rate of work, supplemented with local experience.
Before a time study is made, the foremen and employees affected by the study shall be notified, and immediately after the study has been completed, the operator in question may be informed of the assessment made during the study of the rate of work, number of workpieces made and the total time spent thereon.
The work study officer shall have the opportunity to familiarise himself/herself with such deviations recorded in the study from normal working conditions as may have affected the times recorded in the study.

Subclause (7) Wage determination by standard times

(a)

The standard time established as set out above for a given piece of work may form the basis of the wage determination in connection with piecework or any other form of pay on which the work study committee has reached agreement.

(b)

Where piece-rates are set on the basis of work study, the standard time established for the work process concerned shall be multiplied by a payment factor agreed by negotiation between the local parties. Any revision of the payment factor should take due account of the performance level of the company.

(c)

In the case of process-controlled work where the possibilities of preparation are very limited, the remuneration form shall be taken up in each individual case for discussion by the work study committee.

Subclause (8) Standard time

The standard time for a work operation is defined as the sum of operation time and time allowances.
Instead of using the above operation study, the operation time of a work operation can also be ascertained synthetically.

If the operator cannot accept a standard time determined by one of the above methods, the question shall be taken up in the work study committee, which may request that a control

study be carried out of the work process in question.
The control study may be carried out by or in the presence of two members of the work study committee, one from either party. If agreement cannot be reached on this basis, the matter shall be dealt with as prescribed in clause 5.

Subclause (9) Change of standard times
(a)

Any changes in the conditions prevailing during the study shall entitle either party to request a revision of the times fixed provided that the changes result in deviations of more than +/- 5 per cent from existing standard times. Matters of dispute shall be taken up in the work study committee.
Therefore, it is necessary that the conditions prevailing during the study be recorded in a job report in such a way that changes can be ascertained.

(b)

The job reports, which are to be filed by the company, shall be accessible at any time to members of the work study committee, who shall treat such information as may come to their notice in this way as confidential.
Apart from the mentioned changes in conditions prevailing during the study, only miscalculations, to which either party shall draw attention as soon as they are ascertained, shall justify a change of times already fixed.

(c)

Thus piecework times agreed on the basis of work study shall not be altered because a deviation from the hour factor is ascertained in respect of the piecework earnings of a particular employee if such deviation is due to changes in effort, routine or skill.

(d)

If circumstances beyond the control of the employee give rise to a deviation from the applicable piecework basis, a non-recurring allowance may be agreed for the piecework.

(e)

In the event that within an area where piecework rates are determined on the basis of work study, any disagreement arises about presented standard hours, the employee shall be paid on the basis of such hours until the disagreement has been dealt with in accordance with the rules of procedure for work study laid down in the organisations' framework agreement. When the final result is available, the payment shall be adjusted either upwards or downwards with retroactive effect for the employee concerned.

Subclause (10).

Pay during work study

(a) Where an operation study is made with a view to setting piecework rates, the employee shall be paid during the study and during the period until the standard time is presented, at the average piecework earnings in the preceding quarter for the group of employees in the company to which the employee concerned belongs unless the work concerned has so far been performed at time rates. In that case the employee shall be paid at

the payment factor applying to such performed work.

(b)

Where work study or experiments in connection with changed methods cause an interruption of time-studied piecework, the employee shall be paid during the period of interruption at the average piecework earnings during the preceding quarter for the group of employees in the company to which the employee in question belongs.

Subclause (11) Termination
(a) Notice of termination of payment factors

Where notice of termination of an existing payment factor is given in pursuance of the provisions of clause 9 of the Collective Agreement and agreement is not reached during the proceedings under the rules for handling industrial disagreements, the payment factor shall no longer apply, and the situation will then be comparable with the one that arises when a price list for piecework agreed under clause 25(2) of the Collective Agreement has been terminated and no longer applies.

(b) Notice of termination of work study agreements

In the event that either party gives notice of termination of a local agreement on the use of work study in pursuance of clause 9(2) of the Collective Agreement - without notice of termination of the payment factor having been given - and the attempt to provide a basis for the continued existence of the agreement by proceedings under the rules for handling industrial disagreements fails, the agreement shall

no longer be valid, which means that the future piecework setting shall take place on the basis of free negotiation in accordance with clause 25(2) of the Collective Agreement.

(c)

The piece rates applicable at the time of the termination of the agreement shall continue as ordinary money piecework unless either party is released therefrom by notice of termination in pursuance of clause 9 of the Collective Agreement.

Subclause (12) General provisions

These directions shall not cause any changes in previously concluded local work study agreements. If, however, local agreement is reached, changes may be made in accordance with these directions.

The organisations agree that the use of work study in accordance with these directions shall not aim at reducing the employment or pay conditions of the employees. In this connection reference is made to the provisions of the Cooperation Agreement in force from time to time on the obligation to supply information in case of major changes or reorganisation of the operations of the company.

These directions, which shall come into force on 1 July 1993, may be terminated by either undersigned organisation giving six months' notice to expire on any 30 June.

Copenhagen, 14 February 1993

For Dansk Industri	For CO-industri
Gerhard Albrechtsen	Max Bæhring
Hans Skov Christensen	Willy Strube

Appendix 14

Appendix to Rules for handling industrial disagreements, cf. clause 50

See the Danish version of the Agreement

Appendix 15

Protocol on the implementation of the Directive on part-time work

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.

Dansk Industri 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, and

- 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)
(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 company who has the same type of contract of employment or employment relationship and who is employed to do the same or similar work/job.

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 company, the comparison shall be made with a full-time employee covered by one of the collective agreements made between the parties.

Clause 4. The 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 be transferred from full-time employment to part-time employment that becomes available in the company;
b. requests from employees to be transferred 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 company;

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 company.

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 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.

If 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 another collective agreement comes into force 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.

Copenhagen, 22 January 2000

For Dansk Industri For CO-industri

Appendix 16

Protocol on the EU Directive on mobile road transport activities

Dansk Industri and CO-industri have made the below agreement on tele/distance/homework. 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 companies 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 1.

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 all road transport activities and the periods regarded as working time under the Agreement, for instance 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) 'nighttime' shall mean:
the period between 00.00 hours and 05.00 hours.

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

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 24-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 Dansk Industri For CO-industri

Appendix 17

Protocol - Temporary agencies (as amended in the collective bargaining in 2000, 2007, 2014 and 2017)

Temporary agencies that are not members of Dansk Industri:

1. The Industrial Agreement is an area agreement, and thus any work performed at a member company within the industrial sphere of application of the Agreement shall be covered by the Agreement, provided that it is performed by an employee or another person that is subject to the managerial right of the member company, e.g. a temporary employee, as opposed to someone who has been sent out by a subcontractor and is subject to the subcontractor's managerial right.

2. Dansk Industri therefore declares that the Industrial Agreement shall apply to those employees who are sent out by a temporary agency to work at a member company within the industrial sphere of application of the Industrial Agreement during the period of time covered by the temporary work.

3. The term Industrial Agreement shall also comprise existing local agreements and customs that apply to the work activities performed by the temporary employee.

4. In its agreement with the temporary agency the member company shall ensure that it has the necessary knowledge of the terms and

conditions of the current Collective Agreement and other agreements.

5. A temporary employee performing a job for a temporary agency in a member company shall not be covered by the pension rules of the Industrial Agreement if the temporary agency is a member of any other member organisation of the Danish Employers' Confederation and thus covered by a pension scheme under this Agreement.

6. Any matters raised under the rules for handling industrial disagreements concerning temporary employees shall be raised against the company requisitioning the temporary employees/the member company.

Temporary agencies which are members of Dansk Industri:

1. Dansk Industri shall admit to membership companies which are temporary agencies. A temporary agency may be a member of different employers' confederations. Membership of Dansk Industri may thus be limited to those of the temporary agency's contracts made within the areas covered by the Collective Agreements of Dansk Industri.

2. Where the temporary agency is a member of Dansk Industri the contract of employment between the temporary employee and the temporary agency shall be covered by the Industrial Agreement. Naturally, this shall apply only to employment relationships within the scope of the membership.
If the temporary work is performed at an company covered by the Industrial

Agreement this shall also cover the local agreements and customs applying to the work activity.

3. Any matters raised under the rules for handling industrial disagreements shall be raised against the temporary agency.

a. Matters raised under the rules for handling industrial disagreements may be raised without local negotiation if it is not possible to deal with the matter locally.

b. Dansk Industri shall contribute to provide information on the matter, including to provide proof of alleged local agreements and customs at the requisitioning company.

c. The shop steward of the requisitioning company (where a shop steward has been elected) shall have the option of participating in the handling of any industrial disagreements.

d. The management or employees, respectively, of the requisitioning company may be examined as witnesses in the proceedings against the temporary agency in respect of the interpretation of the local agreements or customs of the requisitioning company.

Comments:

1. Any job for the temporary agency which is covered by the Industrial Agreement shall accumulate seniority in accordance with the rules described in the Industrial Agreement.

2. If the temporary agency is a member of Dansk Industri, any job, whether at the same or different companies, shall accumulate seniority for any job for the temporary agency which is not covered by any collective agreement other than the Industrial Agreement, as long as the accumulation is not interrupted because there is more than six months between two jobs (1 May 2014 nine months). The seniority shall apply to all rights under this Agreement which are conditional on seniority.

3. If the temporary agency is not a member of Dansk Industri, seniority, cf. item 1, shall only be accumulated in connection with jobs at the same company interrupted by a period of less than nine months.

4. As long as the temporary employee is employed by the temporary agency, the temporary employee shall only accumulate seniority in the temporary agency and not in the requisitioning company.

   However, if the temporary employee from the temporary agency has worked at the requisitioning company for not less than six consecutive months (1 May 2017 – 3 months), the seniority accumulated in the temporary agency shall be transferred to the requisitioning company in the following cases:

a. the temporary work at the requisitioning company terminates due to shortage of work at the requisitioning company, and the temporary employee is permanently employed by the requisitioning company within ten days of the termination, or

b. the temporary employee from the temporary agency is employed by the requisitioning company in direct continuation of the temporary work.

Only seniority from the most recent working relationship in the requisitioning company shall be transferred.

The seniority shall apply to all rights under this Agreement which are conditional on seniority.

5. If a temporary employee who has been sent to a requisitioning company is sent by a new agency to the same requisitioning company within 10 working days of his/her termination at the requisitioning company, the temporary employee may, upon request and under the Collective Agreement of Industry, get his/her seniority transferred to the new agency. Only seniority from the recent employment in the requisitioning company can be transferred. The temporary employee must ask the new temporary agency to transfer the seniority no later than two weeks after commencing his/her posting to the requisitioning company, and shall be able to document the seniority requested for transfer. The temporary employee retains the transferred seniority as long as the temporary employee is sent to the same requisitioning company.

(The provision will enter into force on 1 May 2017).

6. If a temporary employee who has been employed by a requisitioning company is sent by an agency to the same requisitioning company within 10 working days of his/her termination at the requisitioning company, the temporary employee may, upon request and under the Collective Agreement of Industry, get his/her seniority transferred to the agency. The temporary employee must ask the temporary agency to transfer the seniority no later than two weeks after commencing his/her posting to the requisitioning company, and shall be able to document the seniority requested for transfer. The temporary employee retains the transferred seniority as long as the temporary employee is sent to the same requisitioning company where he/she was employed.

7. The parties to this Agreement, Dansk Industri and CO-industri, agree that it is natural that temporary employees are members of the same unions as the other employees in the company who are employed to do the same kind of work.

8. CO-industri agrees with Dansk Industri that it is not expedient for temporary employees organised in a member union under CO-industri, to change unions in connection with temporary jobs of short duration.

9. Before using temporary employees, companies shall inform the shop steward concerned.

10. At the request of the shop steward in the requisitioning company, the requisitioning company shall inform him or her which local agreements and standard procedures the company has said shall be observed for the work functions the temporary employee performs in the company. If the shop steward disagrees with the local agreements and standard procedures that the temporary agency shall observe, local discussions about this can be initiated. If agreement cannot be reached locally, legal action can be taken pursuant to the rules in appendix 17, e.g. against the temporary agency if it is a member of DI and against the user company if the temporary agency is not a member of DI. Local discussions and any subsequent legal procedure do not prevent the company from using the temporary employees in question.

Clarification of whether an external company performs temporary work

1. In order quickly to clarify whether, in specific cases, temporary work is covered by Appendix 17, the shop steward of a requesitioning company may request information from the requesitioning company concerning external companies that for the requesitioning company perform work which could otherwise naturally be

carried out by the requesitioning company's own employees.

2. The request must be made in connection with the work of one or more external companies for the requesitioning company.

3. If, following local exchange of information and discussion, there is still disagreement as to whether temporary work is covered by Appendix 17, CO-industri may request a clarifying meeting with DI. Minutes of the local discussions will be sent along with the meeting request.

4. CO-industri may also request a clarifying meeting with DI in cases where there has been no local discussion of an external company's work for the requesitioning company because there is no elected shop steward at the requesitioning company.

5. A clarifying meeting shall be held as soon as possible and no later than 7 working days after DI's receipt of the request. The meeting is held at the requesitioning company unless otherwise agreed between the parties.

6. As a minimum, the following information shall be given at the meeting:

a. Name of the external company and CVR number (P-number) or RUT number

b. The name of the requesitioning company's contact person at the external company

c. Description of the external company's tasks in the requesitioning company and the expected schedule for their completion

d. Description of the managing and instructional powers over the employees of the external company

The information may be presented orally at the clarifying meeting. A record of the meeting must be produced.

7. If the parties agree that the external company carries out temporary work covered by Appendix 17, any further handling of the case will be conducted in accordance with the relevant rules set out in Appendix 17 for temporary agencies, which are not members of DI, and temporary agencies, which are members of DI, respectively. If there is disagreement whether the external company performs temporary work covered by Annex 17, the case may be continued in accordance with the Agreement's rules pertaining to labour law. In this case, the parties may agree that the case should be dealt with directly at an organisation meeting. In that case, the deadline for request of this shall be counted from the date of the meeting.

Copenhagen, 20 February 1995

For Dansk Industri	For CO-industri
Gerhard Albrechtsen	Max Bæhring
Hans Skov Christensen	Willy Strube

Appendix 18

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.
Dansk Industri 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-time work concluded by the 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 company.

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 company, 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 company, the comparison shall be made with a full-time employee covered by one of the collective agreements made between the parties.

Clause 4. The 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, 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 company or the nature of the work or 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 company 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

company and/or by way of an announcement at one or more suitable places in the company.
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 company 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
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 another collective agreement comes into force or until the Directive is amended. The parties agree that there shall be no right to start a conflict in connection with this implementation agreement.

Appendix 19

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

Dansk Industri 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 Dansk Industri and CO-industri.

Clause 3. Equal treatment

The parties agree that there must be no age and disability discrimination of employees or applicants for vacant positions in connection with employment, dismissal, 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 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, including the fixing 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 - Dansk Industri 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 Dansk Industri For CO-industri

Appendix 20

Protocol on tele/distance/homework

Dansk Industri and CO-industri have made the below agreement on ***tele/distance/homework***.

The parties agree that the present 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 company, 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 s 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 company 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 company 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 companies, 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 company and/or the employee himself/herself.

In cases where the employee's working time has been determined by the company 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 hours, no separate inconvenience allowance, including e.g. overtime pay, shall be paid, except in specific cases where the company 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 clause 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 company, such as giving them the opportunity to meet with colleagues on a regular basis and access to information about the company.

4. Equipment

The company 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 company. 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 company 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.Appendix 20

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 Dansk Industri For CO-industri

Appendix 21

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

Clause 1.

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

(2)

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

(3)

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

Clause 1 a.

Direct discrimination shall exist where a person on grounds of gender is being treated worse than another person is, has been, or will be treated in a corresponding

situation. Any form of inferior treatment of a woman in connection with pregnancy and during a woman's 14 weeks of absence after childbirth is considered direct discrimination.

(2)
Indirect discrimination shall exist where an apparently neutral provision, criterion or practice disadvantages persons of one gender compared with persons of the other gender unless that provision, criterion or practice is justified by objective factors and the means to fulfil it are appropriate and necessary.

(3)
Remuneration is the normal basic or minimum pay and all other remunerations that as a consequence of the employment the employee receives directly or indirectly from the employer as money or provisions.

Clause 2
An employee whose remuneration is lower than that of others in contravention of clause 1 shall be entitled to the difference.

(2)
An employee whose rights have been violated as a consequence of payment discrimination on grounds of gender can be awarded compensation.

The compensation is established considering the employee's seniority and the general circumstances.

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

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

(3)

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

Clause 2 a.

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

Clause 3

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

(2)

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

(3)

A dismissed employee may require compensation or reemployment. Any reemployment takes place in accordance with the principles of the Main

Agreement. The compensation is established considering the employee's seniority and the general circumstances of the case.

Clause 4

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

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

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

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

Clause 5

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

(2)
Where a person who finds that he or she has been discriminated against, cf. clause 1, establishes facts which give cause for presuming that direct or indirect discrimination has taken place, it is incumbent on the other party to prove that

the principle of equal treatment has not been violated.

Clause 6

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

(2)

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

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

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

Copenhagen, 22 February 2010

Appendix 22

Protocol on electronic documents

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

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

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

Copenhagen, 12 February 2017

For DI Overenskomst I v / DI

For CO-industri

Appendix 23

Protocol on the understanding of clause 13 (3) on systematic overtime

The parties have discussed the understanding of clause 13 (3) on systematic overtime (The provision comes from Protocol No. 9 on Systematic overtime from OK 2017)

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

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

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

discontinued before the expiration of the 12-month period, the overtime is considered offset, and a new 12-month period will be announced at the notice of new systematic overtime.

Copenhagen, 23 February 2017

Appendix 24

Health and safety representatives' participation in relevant health and safety courses

The parties agree that, according to agreement with the employer, the health and safety representative may be given the necessary time off to participate in the relevant health and safety courses of the unions.

Access to participation in the unions' health and safety courses affects neither rights nor obligations in relation to the statutory health and safety training.

The parties agree that participation in the unions' voluntary health and safety courses does not activate payment under section 10(1) of the Danish Working Environment Act.

The provision comes into force on June 1, 2020.

SPECIAL PART including appendices

Clause 1 The fishing industry

Subclause (1) Working time
The local parties at companies in the fishing industry may enter into agreements on variable weekly working hours and flexitime, cf. clause 9(2) and clause 12 of the General Part. Such agreements may be terminated like ordinary local agreements, but they shall be of minimum tree months' duration. During their term the agreements shall displace the companies' access to lay-off.

Subclause (2) Overtime and time off in lieu
Companies in the edible fish industry shall be subject to the following exceptions from clause 13(3) of the General Part of this Agreement, cf. the note on page 39 of the General Part.

1. The period within which lieu days must be taken shall be six months instead of four months.
2. Any lieu days to be taken during peak load periods may be postponed beyond the period stated in item (1).
3. Persons holding key positions, e.g. persons engaged in unloading and loading operations, the preparation and completion of work, shall be exempt from the rules on time off in lieu.

Subclause (3) Lay-off
Clause 27 of this Agreement shall not apply to companies in the fishing industry which are

members of Dansk Industri if the employees are employed in direct production.
In the event that problems arise in other areas, discussions may be entered into between the organisations thereon.

See note
General Part, clause 27.

Subclause (4) Duration of lay-off
Employees who have been laid off temporarily due to shortage of work can demand, after two months of lay-off, information from the company about when the lay-off is expected to stop.

If the lay-off lasts longer than four months, the employment will be terminated, cf. Industrial Agreement general part, clause 38.

Subclause (5) New appointments in laid-off job functions
Companies may not take on new employees to perform job functions as long as there are employees who have been laid off from the job functions in question.

Subclause (6) Short time working§ 1-2
The Protocol on short time working contained in Appendix 2 of the General Part covering the agreement made between the parties to this Agreement shall not apply to the fishing industry. For this area short time working agreements can be introduced by negotiation between the parties.

Note.
The parties agree that, with the above changes (new (4) and (5)), it will not be possible to make changes to when, and under which conditions lay-offs can take place.

Clause 2 Poultry dressing stations

Subclause (1) Working time
The local parties at poultry dressing stations may enter into agreements on variable weekly working hours and flexitime, cf. clause 9(2) and clause 12 of the General Part. Such agreements may be terminated like ordinary local agreements, but they shall be of minimum twelve months' duration. During their term the agreements shall displace the companies' access to lay-off.

Subclause (2) Lay-off
Clause 27 of this Agreement shall not apply to poultry dressing stations which are members of Dansk Industri if the employees are employed in direct production.
In the event that problems arise in other areas, discussions thereon may be entered into between the organisations.

See note General Part, clause 27.

Subclause (3) Short time working§ 2-3-4
The Protocol on short time working contained in Appendix 2 of the General Part covering the agreement made between the parties to this

Agreement shall not apply to poultry dressing stations.
For this area short time working agreements can be introduced by negotiation between the parties.

Clause 3 Canned milk industries

Subclause (1) Overtime
Clause 13(3) of the General Part - time off in lieu - shall not apply to members of the former Employers' Association for Canned Milk Industries, cf. the note of the General Part clause 13 subclause 3.

Clause 4 Foundries

Subclause (1) Staggered working hours
In the case of introduction of staggered working hours for unskilled employees in foundries the parties agree that the individual employee may have two different working times during a week but that any arrangement shall be of at least two weeks' duration, cf. the note to clause 14 of the General Part.

Subclause (2) Special time-rate provisions for unskilled employees§ 4-5

1. Melting furnace stokers shall receive an allowance as of

1.3.2023	of DKK 15.20
1.3.2024	of DKK 15.75

per founding day in addition to the time rate payable to the melting furnace stoker concerned unless such allowance is covered by any piecework payment including tending of the furnace.

Clause 5 Joiners, carpenters, millwrights and wood workers

Special time-rate provisions

1. Where the company demands that joiners, carpenters and millwrights shall provide their own ordinary tools, tool money shall be paid per hour as of

1.3.2023	at the rate of DKK 2.15
1.3.2024	at the rate of DKK 2.20

2. The company will normally provide wood workers with tools. Where the employee is required to provide his/her own tools, a local agreement concerning a suitable compensation for such provision may be made.

3. When employing ship's joiners the employer shall pay for the transportation of tools.

See note clause 6. § 5-6

Note
With regard to joinery and carpentry work falling outside the usual production of the company,

Dansk Industri insists that such work shall be carried out at the usual pay rates at the company but gives the assurance that this provision will not be applied to have structural or similar major work carried out by the company's own employees. Where such work is required to be performed by the company's own staff, an agreement thereon shall be made.

Clause 6 Ship's carpenters

Special time-rate provisions

1. For quay and hydraulic work, an allowance per hour shall be paid as of

   1.3.2023 at the rate of DKK 5.80
   1.3.2024 at the rate of DKK 6.00

   Excepted from this is work carried out on the shipyards' own quays and the preparation of materials carried out on the yards' own premises unless the work is performed in or above the water.

2. Where the company demands that ship's carpenters and boatbuilders provide their own tools, tool money shall be paid per hour as of § 6-7

   1.3.2023 at the rate of DKK 2.15
   1.3.2024 at the rate of DKK 2.20

3. When employing labour the employer shall pay for the transportation of tools.

4. Contractors' and building work forming no part of the production of the company shall be paid for at not less than the minimum pay rate applicable from time to time plus any other special allowances according to this Agreement provided that the work is not to be carried out on a piecework basis.

Note
The organisations agree that tool money shall include any premium for insurance against fire and theft taken out by the employees.

Clause 7 Plumbers and pipe fitters

Special piecework provisions
Where smiths, gas fitters and plumbers perform plumbing and/or piping work in new buildings on the premises of their own companies, employing plumbers and/or pipe fitters to do the work, special agreements concerning payment for such work shall be made.

Where the work is performed on new buildings outside the premises of the company, such work should preferably be carried out on a piecework basis. For piping work see the conditions of the Pipe Price List, and for plumbing work see the National Price List for Plumbing (the price section).

Where agreement on the above cannot be reached at local level, the matter may be dealt with in

accordance with the rules for handling industrial disagreements.

Clause 8 Upholsterers

Special piecework provisions§ 7-8-9
The piecework rates stated in the Price List for Upholsterers as amended from time to time shall also apply to the members of Dansk Industri provided that the work is performed under the same conditions and in the same way as specified in the price list.

Clause 9 Electricians

Special piecework provisions
The list of prices valid from time to time for the whole country as agreed between the Danish Electrical Contractors' Association and the Electrical Union shall also apply to the members of Dansk Industri for installation work performed in the companies' own new buildings, e.g. factories, offices and the like provided that the total duration of the work is at least three working days.

Clause 10 Painters

The piecework list of prices valid from time to time as agreed between the Danish Federation of Master Painters and the Painters' Union in Denmark shall also apply to the members of Dansk Industri for the painting of buildings at the

company and outside the company of more than one day's duration.-11

Where paint work is carried out in connection with manufacturing production or is otherwise performed under working and other conditions not covered by the mentioned price list, the pay shall be determined in accordance with the provisions thereon of this Collective Agreement. For all piecework the advance payment shall be the same as that applicable to pieceworkers in other trades in the same company.

The companies shall provide the journeymen painters with all tools necessary for the work.

Clause 11 Ship's painters

Subclause (1) The Price List for Ship Painting
The Price List for Ship Painting of March 1973 shall apply to ship painting.

The Painters' Union in Denmark and Dansk Industri agree that whenever desired by either party, positive negotiations shall be initiated at the individual shipyard concerning any change to other forms of payment based on the technological development and having regard to the provisions of the Danish Working Environment Act as well as the effect of personal protective measures on working efficiency.

If necessary, the negotiations can take place with the assistance of the organisations.

When agreement has been reached on changed forms of payment, the Price List for Ship Painting shall no longer apply.

Appendix 1

Protocol - Directions on the performance of work on mobile and stationary platforms

The parties agree that the current Collective Agreement between the organisations shall form the basis of the contracts of employment which will be concluded.

1. Scope
These directions shall apply to all erection, repair and maintenance work performed on mobile and stationary platforms on the Danish section of the Continental Shelf (excluding the Faroe Islands and Greenland).

The directions are aimed at work comprising not less than one full period of work and time off (four weeks).
For work of a duration shorter than one full period of work and time off, a local agreement shall be made in accordance with clause 20 of the General part of the Collective Agreement - Travel work.

The working time for work of a shorter duration can follow working time per day and week as stated under item 2 below whereas work exceeding the weekly working time fixed in clause 9 of the Collective Agreement - Normal working time - shall be paid for and taken as time off in lieu in accordance with the rules laid down in the Collective Agreement and according to further agreement adapted to the special conditions existing in the offshore sector.

2. Working time

(a)

The working period on the platform shall be fourteen days followed by fourteen days off ashore. The working period may be changed at the discretion of the management having regard to the interests of the company. The ratio of working days and days off shall be 1:1. The normal effective working time shall be twelve hours per day every day of the week.

In case of interruption of employment comprising one full period of work and time off before the expiration of the period, hours worked shall be paid for as provided in items 3 (a), (b) and (c).

(b)

1. The daily rest period may to a limited extent be postponed or reduced to eight hours.

   See note.

2. The working period between two periods of time off may be prolonged up to twenty-eight days if the individual employee and the management make a written agreement to this effect. The management may act to any necessary extent in respect of any unforeseen prolongations (force majeure and the like).

   See note.

3. A local agreement may be made to the effect that the annual holidays and any accumulated hours may be taken in connection with periods of work and time off, e.g. so that fourteen days' work is followed by twenty-one days off ashore.

(c)
The working time per working period (fourteen days) shall be 168 hours. For each period twenty hours' time off shall be accumulated. Time off thus accumulated shall be spent within twelve months. Such spending shall take place having regard to the requirements of operations and after consulting the employees.

Ten hours' pay (time rate including offshore allowances) shall be set aside per working period for use when the accumulated time off is taken.

If the accumulated time off is not taken within the twelve-month time limit, the amount set aside shall be paid out plus twenty hours' overtime pay. In case an employee resigns from the company, the accumulated time off shall be taken before such resignation.

3. Pay conditions
(a)
The pay shall be determined in accordance with the provisions of the Collective Agreement.

(b)
A special offshore allowance shall be added per hour as of

1.3.2023	of DKK 42.90
1.3.2024	of DKK 44.40

to cover all premiums and allowances provided for by collective agreement as well as all special conditions resulting from offshore operations.

(c)
Work exceeding twelve hours/day shall be paid for at overtime rates to be fixed at 50 per cent of the agreed time rate, including offshore allowances.

If the working time of a fourteen-day period results in work exceeding 168 hours, an increase of 50 per cent shall be paid on such excess hours. If a period of time off is interrupted due to a predetermined major shut-down, the number of hours worked in connection with the work concerned shall be paid for at overtime rates.

(d)
The provisions under (b) and (c) shall not apply to work of a short duration where payment is made in accordance with the second paragraph of item 1.

(e)
In addition to the pay, payment for weekday holidays shall be calculated and made in accordance with the provisions laid down in the Collective Agreement.

(f)
For 24 December 2023 the allowance shall amount to DKK 1,221.95.

For 24 December 2024 the allowance shall amount to DKK 1,264.75.

(g)
For work on weekday holidays, i.e. days for which advance payment is made in respect of

weekday holidays, an allowance shall be paid as of

1.3.2023	of DKK 554.10
1.3.2024	of DKK 573.50

4. Travelling and waiting time
The working period shall be reckoned from the time of meeting at the base port (agreed meeting place) to arrival at the base port. The time spent in travelling between the base port and the workplace shall be compensated for through time off (time off in lieu) to the extent the total working time exceeds time off ashore. Computation hereof shall be made every six months, and an agreement shall be made on the taking of time off in lieu. Payment for the waiting time at the base port or on a platform shall be made at the pay mentioned in item 3.

The organisations recommend that local agreements be made concerning contributions towards travelling expenses between the private residence and the base port.

5. Board and lodging
Before work is commenced, an agreement on board and lodging shall be made.

6. Annual holidays
The employee shall be entitled to holidays and holiday allowance in accordance with the holiday provisions of the Collective Agreement. However, the taking of holidays shall be adapted to the needs of the special working periods.

To the extent that the employee has not earned enough holiday entitlement to take holidays in the free period, the employee shall take paid holidays in advance, cf. section 7 of the Holiday Act.

7. Time off
The employee shall be entitled to time off in the case of serious illness or death of near relations. The time off shall be without pay unless otherwise provided for by local agreements or customs.

8. Periods of notice
The provisions of the Collective Agreement shall apply in relation to notice periods. However, local agreements may be made concerning notice periods adapted to the needs of the working periods provided that such agreements do not impair the provisions on notice according to the Collective Agreement.

9. Disagreements
Any disagreements shall be settled in accordance with the rules for handling industrial disagreements.

10. Duration
This Agreement shall be deemed to be a supplement to the Industrial Agreement made between Dansk Industri and CO-industri and shall run concurrently with that Agreement.

Any existing agreements within this area of work shall not be impaired by this Agreement.

Copenhagen, 22 January 2000 as amended on 1 March 2004 and 1 March 2007.

Note
Please refer to Ministry of Climate and Energy, Executive Order no. 1509 of 15/12 2010.

Note
Please refer also to Executive Order no. 6 of 25/5 2011 which is quoted here (excerpt):
A worker with daily working time of more than 6 hours is entitled to a break of such length that the purpose of the break is met. The break will be placed according to the normal rules for work time planning of the company.
Nighttime workers who suffer from health problems that are proven to be caused by the night work shall whenever possible be transferred to a day job that is suitable for them.

PROVISIONS RELATING TO APPRENTICES

Clause 1 Scope

Subclause (1)
The rules laid down in this Agreement shall apply to apprentices and adult apprentices employed under the provisions of the Danish Vocational Education and Training Act, including apprentices undergoing such training as laid down in clause 1(1) of the Protocol on provisions relating to apprentices.

Subclause (2)
Moreover, the provisions cover other apprentices being trained by adults, covered by the Industrial Agreement between CO-industri and Dansk Industri.

Subclause (3) Vocational Basic Training
Except for clauses 2, 16 and 17 the provisions relating to apprentices - shall apply to students under the practical training part of the Vocational Basic Training (EGU).

Subclause (4)
The Industrial Agreement between CO-industri and Dansk Industri shall apply to any conditions not mentioned in these provisions relating to apprentices.

Chapter I. Cooperation

Clause 2 Local cooperation

Subclause (1)

Pursuant to the Cooperation Agreement of the central organisations, questions relating to the training of apprentices at the individual company may be dealt with by the cooperation committee where such a committee exists. If any disagreement between the parties cannot be settled by the committee, the matter shall be dealt with pursuant to the provisions of the Danish Vocational Education and Training Act.

Subclause (2)

In companies with at least four apprentices in the trades stated in clause 1 and Appendix V, the apprentices shall have the opportunity to elect a spokesperson. The spokesperson shall be elected from among apprentices having received at least nine months' training at the company after deduction of school attendance.

Subclause (3)

As a representative of the colleagues from among whom he/she was elected, the spokesperson can submit proposals, recommendations, and complaints about training, pay and working conditions to the company.
The spokesperson together with the management of the company shall make an effort to resolve any problems that may arise. The company or the spokesperson may, if desired, involve the adult employees' shop steward.

Subclause (4)

In cases where a subcommittee set up by the cooperation committee deals with questions regarding on-the-job training of apprentices, the subcommittee shall be supplemented with a spokesperson for the apprentices.

Chapter II. Working time

Clause 3 Normal working time

The normal working time for apprentices shall coincide with the working time fixed for the employees in the company.

Clause 4 Overtime

Subclause (1)-4-5

The working time of apprentices under 18 years of age shall normally not exceed the normal working time of adult employees.
Apprentices under 18 years of age shall not be employed for more than a total of ten hours per day.

Subclause (2)

For work performed outside the normal daily working time fixed during each week, payment shall be as for adult employees, cf. clause 13 of the Industrial Agreement.

Clause 5 Shiftwork

Apprentices having attained the age of 18 may perform shiftwork together with adult employees on the same lines and to the same extent as such employees.
The shiftwork allowance shall be the same as for adult employees.

Clause 6 Time off

In addition to weekday holidays as provided for from time to time by legislation, 1 May, 5 June (Constitution Day) and 24 December shall be full days off. In addition to this, apprentices are covered by the provisions of the Industrial Agreement (clause 18). For these days apprentice shall be paid in accordance with clause 8(1). However, adult apprentices paid in accordance with clause 22 of the Industrial Agreement shall be covered by the provisions of clauses 18(1) and 41 of the Industrial Agreement.

Chapter III. Outwork and travel work

Clause 7 Outwork and travel work

Payment for outwork and travel work shall be in accordance with clauses 19 and 20 of the Industrial Agreement.
Where an apprentice performs outwork and travel work, the expenses incurred by the apprentice in this connection shall be paid by the company. Any advance necessary for meeting these expenses shall be paid prior to the commencement of the outwork or the travel work, and the apprentice shall settle any outstanding accounts with the company immediately after returning to the company.

Chapter IV. Pay conditions

Clause 8 Minimum pay

Subclause (1)

The minimum pay for apprentices both under and over 18 years of age is:

		1.3.2023	1.3.2024
1	0-1 years	77.05	79.75
2	1-2 years	87.35	90.40
3	2-3 years	93.90	97.20
4	3-4 years	108.75	112.55
5	more than 4 years	131.40	136.00

All amounts are in DKK.

Subclause (2)

The rates in subclause (1) being minimum rates, the organisations agree that the company should base the pay-rate variation on a systematic evaluation where the individual apprentice's skill and effort in production are taken into account. In this connection the nature of the work and any special nuisances connected with the performance thereof should also be taken into account.

If, in the opinion of the union, the above provisions have not been complied with, Dansk Industri is prepared to discuss the matter with the union.

Subclause (3) School periods

The pay during school attendance shall be computed on the basis of the normal weekly working time in the school period.

Subclause (4) Rate changes and merit
Apprentices shall be transferred from Rate 1 to Rate 2:

(a)
after the expiration of the first year of the training agreement, if the training does not include an introductory basic programme at a school (e.g. an apprenticeship with an employer), or

(b)
after obtaining a certificate for having passed the basic programme and six months' practical training at an company within the training course concerned.

If an apprentice, based on previous employment and/or education, gains merit, as well as for the time an apprentice has been employed in school training prior to the company internship, the lowest rates are shortened.

It is recommended that the company and the apprentice contact the vocational school together to obtain information about the apprentice's training with a view to correct grading of wages.

Subclause (5) Other apprentices
For other apprentices, cf. clause 1(2), being trained by adults covered by the Collective Agreement between CO-industri and Dansk Industri the pay shall be fixed by local agreement in the company. However, the pay shall not be less than the pay stated in clause 8(1).

Subclause (6) Prolongation of training period
If the training period is prolonged for reasons beyond the control of the apprentice, including delays in school instruction and injury suffered at the company, the minimum pay fixed for adult employees within the trade shall be paid during the prolonged training period.

If the training period is prolonged with the consent of the trade committee in connection with a transfer to another training institution or because of sickness, payment during the prolonged training period shall be at the rate applicable to the last step of the course concerned.

Subclause (7) Inconvenience allowance
The inconvenience allowances agreed locally for adult employees in the trade shall also apply to apprentices performing work under the same conditions as adult employees.

Subclause (8) Danish Labour Market Supplementary Pension Scheme (ATP)
After having attained the age of 16 apprentices shall be comprised by the provisions concerning membership of the Danish Labour Market Supplementary Pension Scheme (ATP).

Subclause (9) Protective footwear
Apprentices shall be covered by the rules on protective footwear, cf. Appendix 7 to the Industrial Agreement.

Subclause (10) Wages of adult apprentices
(a)

Adult apprentices shall mean apprentices who at the making of the training agreement have attained the age of 25.

(b)
It is recommended to pay wages in accordance with the provisions of clause 22 of the Industrial Agreement to adult apprentices who are undergoing training in a trade in accordance with the Danish Vocational Education and Training Act.

(c)
However, adult apprentices who have been employed by the company concerned for at least twelve months prior to the making of the training agreement shall be paid in accordance with clause 22 of the Industrial Agreement.

Subclause (11) Vocational basic training (EGU)
EGU students shall receive wages in their period of practical training at the company at minimum Rates 1 and 2.

Clause 9 Piecework and other incentive pay systems

The organisations agree that apprentices may perform piecework and work under other incentive pay systems.
However, apprentices should normally not perform independent piecework during their first year of training at the company whereas it is considered useful for reasons of training that

apprentices are given such opportunity in the remaining part of their period of apprenticeship.
When performing piecework the apprentice should be given the possibility of earning a suitable piecework bonus compared with the minimum rates stated in clause 8 if the output is reasonable.
Where apprentices participate in the piecework of adult employees, local agreements shall be made between the employer and the adult employees as to the amount at which the apprentice(s) shall take part in such piecework. The apprentice(s) shall be heard in connection with the making of the agreement.
When the work has been completed, any piecework surplus shall be paid out in accordance with the rules applying to adult pieceworkers.

Chapter V. Other provisions

Clause 10 Sick pay

Apprentices shall be covered by the Danish Daily Cash Benefit (Sickness and Maternity) Act, including its rules concerning notification and certification.

In the case of sickness and injury at work where the apprentice concerned has to leave his/her work after prior agreement with the employer, the apprentice shall receive pay equal to the loss of income suffered by him/her, cf. note to clause 29(2) of the Industrial Agreement.

If the apprentice is paid according to the provisions in the Industrial Agreement on adult pay, the apprentice shall be paid in the case of sickness and injury in accordance with clause 29 of the Industrial Agreement. Holiday pay during sickness and weekday holiday payment shall be accumulated by such apprentices in accordance with the provisions of clauses 40 in the Industrial Agreement.

Note 1
The Danish Ministry of Social Affairs' Executive Order No. 147 of 2 March 2000 provides that the employer shall not be under an obligation to pay sickness benefit for a period of sickness occurring within the first eight weeks of employment. This provision shall not apply to apprentices.

Note 2
If the apprentice repeatedly and without sufficient reason fails to provide certification for absence due to sickness, the company shall be entitled according to section 61(1) of the Danish Vocational Education and Training Act to cancel the apprenticeship contract.

Clause 11 Day of Defence

The company shall give the apprentice the necessary time off to participate in the Day of Defence. Immediately upon being called up for the Day of Defence, the apprentice shall inform the company of the date of the Day of Defence.

Payment for time spent in this connection, which must be limited to a minimum, shall be as stated in clause 7(1).

Clause 12 Training courses

Subcause (1) Apprentices may be allowed time off for a maximum of one week without pay to participate in one of the unions' youth courses concerning collective agreements for apprentices.

Subclause (2)
After six months of employment at the same company (including any school periods), apprentices shall be entitled to applying for support by the Competence Development Fund of Industry. The support shall be given for participation in free time training to the same extent and on the same conditions as other employees comprised by the Industrial

Agreement. The apprentice shall not be considered dismissed even if the training agreement is temporary.

Clause 13 Pension

Subclause (1)

Apprentices shall be covered by the pension scheme of clause 34 of the Collective Agreement of Industry when they reach the age of 18 and have obtained two months of seniority.

Subclause (2)
Apprentices who begin vocational training before the age of 18 shall, until they reach the age of 18, be covered by the insurance scheme referred to in clause 7.

Subclause (3)
Apprentices who begin vocational training in an company within the area of the pension scheme after having been covered by the pension scheme shall continue to be covered by the scheme during the training period.

Subclause (4)
Apprentices who, according to section 55 (2) of the Vocational Education and Training Act, are entitled to pension in accordance with the rules of the collective agreement of another educational area, shall not be covered by subclauses (1)-(3), regardless of payment being made to Industriens Pension.

Subclause (5)

Apprentices of more than 18 years of age who have served their apprenticeship, and who continue their employment at the company, shall have accumulated the two months of seniority required to be covered by the pension scheme.

Subclause (6)

Adult apprentices shall continue in the pension scheme during their apprenticeship if they were comprised by the scheme before they entered into the apprenticeship. For adult apprentices, the apprenticeship can count as part of the two months of seniority required for admission to the pension scheme.

Subclause (7)

Apprentices, who are not already covered by an employer-paid pension or insurance scheme, whether pursuant to subclause (3) or another arrangement, are entitled to the following insurance benefits:

a. Disability pension
b. Lump-sum disability payment
c. Insurance on critical illness
d. Lump-sum death payment

Access to the benefits, the size of the insurance lump-sum and the terms of coverage follow current guidelines for Industriens Pension. In the event that the employee, pursuant to these guidelines, is able to create alternative combinations of the benefits, he or she may only do so if any cost increase is paid by the employee.

The costs of the scheme are defrayed by the employer.

In the event the employee is transferred to being covered by Industriens Pension or another employer-paid pension scheme, the employer's obligation pursuant to this provision ceases.

Chapter VI. Annual holidays and weekday holidays

Clause 14 Annual holidays

Subclause (1)-15

Apprentices employed by members of Dansk Industri shall be covered by clause 40 of the Industrial Agreement.

Subclause (2) Supplementary holiday pay

If the apprentice has no entitlement to a holiday allowance for all the holidays in the cases stated in section 42 (1) and (2) of the Danish Holidays with Pay Act, the company shall pay for the remaining number of days the wages as stipulated in clause 8(1) or clause 8 (10) (adult apprentices).

Subclause (3) Holiday closing of the whole business

If the whole business closes for the holidays and the adult apprentice is not entitled to a holiday allowance for the whole period of the holiday closing, payment shall be made in accordance with the provisions of clause 22 of the Industrial Agreement provided that this pay has been fixed in the training agreement. For adult apprentices who are not paid in accordance with clause 22 of the Industrial Agreement but are paid a higher rate than that stated in clause 8(1) of the provisions relating to apprentices, the minimum rates stated in clause 8(1) of the provisions relating to apprentices shall apply in this situation.

Clause 15 Weekday holiday payment

Subclause (1)

Payment for weekday holidays shall be as stated in clause 8(1).

Adult apprentices who receive pay corresponding to the payment established in clause 22 of the Industrial Agreement are covered by clause 25 of the Industrial Agreement.

Subclause (2)

No payment shall be made in respect of weekday holidays falling on days on which work is normally not performed at the company and which consequently cause no reduction in the normal pay for the week in question.

Subclause (3)

The right to payment for weekday holidays as stipulated in subclause (1) shall be forfeited if, without valid reason, the apprentice fails to attend for work on the last working day before and/or the first working day after the weekday holiday(s) and any adjoining annual holidays and/or closing days. Certified sickness or absence for a reason for which the apprentice is not responsible and absence approved by the company shall not be deemed to be absence from work if the apprentice contacts the company on the first working day after his/her absence and obtains such approval.

Subclause (4)

If the company cannot accept the reason for the absence given by the apprentice, it shall forthwith inform the apprentice thereof.

In case the apprentice finds the decision to be unreasonable, he/she shall have the possibility of obtaining expert assistance for a closer examination of the validity of the refusal.

Chapter VII. Training

Clause 16 School stays

Subclause (1)

Apprentices are in principle transferred to the school during the time they attend courses held at such schools.

Consequently, they are not under an obligation to work at the company before or after school hours, nor on any individual days off which must be made up for by extra instruction in the remaining part of the course period.

During school holidays - e.g. in connection with Christmas, Easter and Whitsun - apprentices shall attend for work at the company on any weekdays which are included in the holidays, provided that work is being performed at the company. Such days shall be added to the training period.

Subclause (2)

In accordance with current rules, AUB shall pay the expenditure for school stays laid down in the annual national budgets:

a. If the student is ordered to attend school pursuant to the current rules on a free choice of school.
b. If the student's school attendance can only take place at a school that involves boarding with payment pursuant to the rate (2020 level: DKK 542/week) as laid down in the annual national budgets.

Refer to appendix III, clause 2 (3) on kilometre

allowance.

The company shall pay all expenses for training at school of adult apprentices, including any supplementary training outside the company, and for the apprenticeship test.

Note:
If the legislation on payment for school homes changes, please refer to the last clause of the Organisationsaftaler ("Organisation agreements" – only in Danish), from April 2014: "Hovedorganisationernes tekst til de decentrale overenskomster om skolehjem" (*The main organisations' text to the decentralised collective agreements on boarding schools).*

Chapter VII.
Disagreements/negotiation rules

Clause 17 Right of organisations to present complaints

Subclause (1)

If a complaint of insufficient training of apprentices is presented to the organisations, the complaint shall be submitted to the relevant trade committee, which shall deal with the matter in pursuance of the provisions of the Danish Vocational Education and Training Act as well as the rules agreed by the organisations.

Subclause (2)

Attempts shall be made to settle any disagreements between apprentices and companies by negotiation with the assistance of the organisations. If agreement cannot be reached, the matter shall be brought before the trade committee before it is referred to the Disputes Board.

Subclause (3)

If a matter is referred to the Disputes Board and is dismissed by that Board because the dispute concerns interpretation of the apprenticeship contract, the matter shall be resumed for reconsideration by the organisations. If agreement cannot be reached, matters of this nature may be referred to industrial arbitration for final decision.

Chapter IX. Coming into force and termination

Clause 18 Duration of Agreement

This Agreement, which also covers existing apprenticeships, shall come into force on 1 March 2023.
This Agreement shall run concurrently with the Industrial Agreement and may be terminated and negotiated together with the latter.

Appendix I

Special provisions concerning ship's carpenter's apprentices

The following special provisions shall apply to ship's carpenter's apprentices:

Where the company does not provide the apprentice with tools, the apprentice shall receive tool money as of

1.3.2023	at the rate of DKK 0.78
1.3.2024	at the rate of DKK 0.81

per hour throughout the period of apprenticeship. This money shall be deposited with the master, who shall make the necessary purchases.

Appendix II

Rules for achieving recognition as a skilled worker without having undergone out-of-school vocational training in the iron and metalworking area

An employee who has not served a proper apprenticeship but has been employed for several years at such work as is by and large identical to the contents and level of the training and/or who has completed vocationally relevant courses may achieve recognition as a skilled worker.

Recognition as a skilled worker may be achieved when the employer concerned and the skilled employees employed by the company recommend such recognition to the organisations. The applicant's shop steward shall have been informed thereof.

However, it is a precondition

- that the employee in question, after having attained the age of 18, has been employed at vocationally relevant work for a total period exceeding the period of apprenticeship prescribed for the training by considerably more than 50 per cent, or

- that the employee concerned has completed a number of specialised courses, which together are comparable with the school courses of the training, and has been employed for a total period considerably exceeding the total training period, or

- that the employee concerned has completed a training combining course and practical work in a system approved by the Apprenticeship Committee of the Metal Industries.

Mechanical engineering students who have completed the training workshop course (one year) and the following eighteen months' practical training may achieve recognition as a skilled industrial service engineer.

Notes to the Protocol:

Note 1:
The organisations agree that the employer shall be free to employ an employee who has passed the journeyman's test or who has otherwise been recognised as a skilled worker - in accordance with clause 42 of the Collective Agreement - for all kinds of work within the whole industry, limited only by the personal competence of the employee in question.

Furthermore, it is agreed that the division of industries which has now been introduced shall not give rise to any changes in the existing conditions, according to which the employer is allowed to employ unskilled labour to perform work belonging under a training area.

Note 2:
Due to the technological development, it is now possible to receive a supplementary course certificate even though, due to the community of industries, there is no need for more than one journeyman's test certificate in the iron and metalworking industries. Applications should be made to the organisation.

Note 3:
The parties agree that the provisions concerning recognition as a skilled worker cannot be applied to areas of employment belonging under the former Joint Agreement and the Plastics Agreement.

Appendix III

Protocol on travelling allowance for apprentices

Clause 1. Scope

Subclause (1)

The agreement covers all companies and apprentices who have concluded a training agreement in the areas of vocational training listed in Appendix IV

Subclause (2)

All present and future apprentices employed by the above companies.

Clause 2. Contents

Subclause (1)

The company 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 apprenticeship to the school and back to the residence/lodgings or place of apprenticeship.

Subclause (2)

It is a condition of the payment of allowance that it was 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.

Subclause (3)

The company shall pay transportation costs to the school in cases where the company, pursuant to Provisions relating to Apprentices, clause 16 (2), shall pay for boarding at a school stay.

Subclause (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.

Subclause (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.

Subclause (6)

If the apprentice uses his/her own means of transport, cf. subclause (4), a travelling allowance shall be paid as follows as of

1.3.2023	at the rate of DKK 1.18
1.3.2024	at the rate of DKK 1.23

per km driven if the total distance to/from the school is 20 km or more.

Subclause (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 holidaysif the condition concerning distance set out in subclause (1) is met. The provisions of subclauses (2) and (3) shall apply correspondingly to payment of a travelling allowance under this subclause.

Subclause (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 subclause (1).

Clause 3. Rules for handling industrial disagreements

Any disagreements concerning the provisions of this Protocol can be dealt with under the rules for handling industrial disagreements.

Clause 4. Coming into force

This Protocol, which also covers existing education and training schemes, shall come into force on 1 March 1991 and shall run concurrently with the Industrial Agreement and may be terminated and negotiated together with that Agreement.

This Protocol is subject to the condition that reimbursement can be obtained under the Danish Employers' Reimbursement System Act of 22 November 1990 to cover in whole or in part the expenses paid by the companies, except, however, those set out in clause 2(3).

Copenhagen, 1 March 1991

Appendix IV

The parties shall contribute to the development of vocational education and training through representation in a number of trade committees.

I. The provisions relating to apprentices cover, among others, all the education and training courses where the unions under CO-industri and Dansk Industri are members of the trade committees, cf. section 37 of the Danish Vocational Education and Training Act:

- Metalindustriens Uddannelser (Education and Training courses of the Metalworking Industries)
- Industriens Fællesudvalg (Joint Industry Committee)
- Digitale Medier (Digital Media)

Note: 'Metalindustriens Uddannelser' include degrees in data and communication (IT supporter and data technician)

II. In addition to this, the provisions relating to apprentices shall cover education and training courses as agreed between the parties, including the education and training courses for:

- media technical mechanic
- film and television production engineer

- film and television assistant
- electrician
- industrial plumber
- service assistant

The parties agree to draw up on an ongoing basis a list of the education and training courses, cf. items I and II. This list shall be posted on www.Industriensuddannelser.dk

Copenhagen, 25 February 2007