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INTRODUCTION

In connection with the renewal of the collective agreements in 2007, the Danish Food and Allied Workers' Union (NNF) and the Confederation of Danish Industry (DI) agreed on the framework collective agreement for the food industry, **which agreement has now been renewed with the elements described in the draft settlement.**

The collective agreement, which covers the same areas, supersedes the following collective agreements:

*Collective agreement between DI for the Association of Danish Biscuit and Cake Manufacturers and NNF Craft/Industry Group/Bakeries/Milling Industry – in the following called: **23***

*Collective agreement between DI for the Association of Danish Biscuit, Cake and Wafer Manufacturers and NNF Craft/Industry Group/Bakeries/Milling Industry – in the following called: **24***

*Collective agreement between DI for Mette Munk A/S, Odense, and NNF Craft/Industry Group/Bakeries/Milling Industry – in the following called: **111***

*Collective agreement between DI for the Association of Danish Millers and NNF Craft/Industry Group/Bakeries/Milling Industry – in the following called: **146***

*Collective agreement between DI for the Association of Danish Chocolate and Sugar Confectionery Manufacturers and NNF Craft/Industry Group/Bakeries/Milling Industry – in the following called: **S/C***

*Collective agreement between DI for Odense Marcipanfabrik A/S and Kims A/S and NNF Craft/Industry Group/Bakeries/Milling Industry – in the following called: **OM***

*Industry-wide and separate agreements between DI for the Tobacco Manufacturers Association of Denmark and NNF Tobacco Industry – in the following called: **Tobacco***

*Collective agreement and agreements between DI for the Association of Danish Meat Manufacturers and NNF – in the following called: **Meat***

*Collective agreement and agreements between NNF and DI for the processing area – in the following called: **Processing***

*Collective agreement between DI and NNF Dairy for members of the preserved milk industry – in the following called: **Dairy***

*Joint scheme for shift work 2004-2007 – in the following called: **Rules on Shift Work between DI and NNF***

The framework collective agreement for the food industry comprises a general part (framework provisions) containing special provisions with the same legal status.

The general part contains provisions that apply to all trades, enterprises and employees covered by the collective agreements now superseded.

The specific conditions for the individual agreement areas have been drawn up as special provisions and only apply to these previous agreement areas.

The special provisions take precedence over the framework provisions, in full or in part, or supplement the framework provisions.

To the extent that the special provisions have a different content than that in the framework provisions, the special provisions supersede or supplement the framework provisions.

If a special provision supersedes a framework provision, the special provision substitutes the framework provision.

If a special provision supplements a framework provision, the special provision applies as a supplement to the framework provision.

In case of discrepancy between a framework provision and a special provision, regardless of whether such special provision supersedes or supplements the framework provision, this part of the special provision will apply.

Local agreements with special status

When the collective agreements were consolidated and the framework collective agreement for the food industry was prepared in connection with the renewal of the collective agreements in 2007, certain provisions of the previous collective agreements were left to the local parties and were categorised as and designated "Local agreements with special status".

These local agreements with special status apply concurrently with the collective agreement for the food industry. The provisions of these agreements are laid down by the local parties, subject to consensus, and will not be negotiated by DI and NNF in connection with collective bargaining.

Local agreements with special status differ from the enterprise's other local agreements in that they cannot be terminated by any of the local parties. Termination of the individual local agreements or other amendments is subject to local consensus. Reference is made to clause 79(3) of the collective agreement on Local agreements with special status.

These local agreements with special status may be obtained from the organisations.

House of Prince

The 2007-2010 collective agreement contains a number of provisions that apply specifically to House of Prince. As the enterprise will close down its production in Denmark, DI and NNF have agreed that the special provisions that apply to House of Prince will not be included in the 2010-2012 collective agreement for the food industry. However, the provisions will continue to apply to the enterprise until such time as production is closed in Denmark.

PART 1 – WORKING TIME

1. Working hours

The normal actual working hours are 37 per week.
The weekly working hours are spread over five days, such that the minimum daily working hours are six and the maximum daily working hours are nine, unless otherwise agreed locally.

The working week begins on Monday, unless otherwise agreed locally.

The working day runs from the normal start of work at the individual enterprise to the same time the next day or from 6.00 am to 6.00 am, unless otherwise agreed.

Special provision for: 23, 24, 111, OM, Tobacco, Meat, Processing, Dairy

23, 24, 111, OM, Meat:

The working hours are spread over the first five days of the week.

Tobacco:

If the weekly working hours are spread over five days, the minimum daily working hours are seven and the maximum daily working hours are eight. However, this does not apply to variable weekly working hours.

Meat:

The minimum daily working hours are seven.

Processing:

The minimum daily working hours are six and the maximum daily working hours are eight.

Dairy:

No provisions on maximum daily working hours.

2. Scheduling of working hours

The normal daily working hours are between 6.00 am and 5.00 pm.
The shop steward must be consulted before the working hours are scheduled.
Duty rosters are prepared locally with due consideration given to both employees and the enterprise.

Special provision for: Tobacco, Meat, Processing

Tobacco:

The daily working hours must be actual working hours only interrupted by agreed breaks.
All enterprises must post a notice indicating when the normal working hours start and end and the time of compulsory meal breaks, cf. the protocol of 31 January 1979.

The normal working hours for the first shift are between the hours of 7.00 am and 5.00 pm on the first five days of the week and between the hours of 7.00 am and 1.00 pm on Saturdays.

Protocol of 31 January 1979 regarding scheduling of working hours

At a number of meetings in January 1979 at the occasion of the March 1979 renewal of collective agreements, the issue of provisions on the timing of daily working hours between the hours of 7.00 am and 5.00 pm was discussed.

The union stated that the existing arrangements at some enterprises where work started before 7.00 am could be considered "normal working hours" for such enterprises. If the number of working hours is generally reduced, it should be endeavoured to move the starting time to after 7.00 am.

In the event of a subsequent request to move the starting time back to an earlier time before 7.00 am, the union considered that the consent of the organisations had to be obtained before such new arrangements were put into place. The association took note of the union's position.

Meat:

The working hours are between the hours of 5.30 am and 6.00 pm.

Deviation from the normal working hours is subject to agreement between the local parties. If such agreement is made, it will apply to the remaining part of the term of the collective agreement. However, the maximum daily working hours are nine, including rest breaks in connection with piecework.

For individual employees or groups of employees, the enterprise may schedule normal daily working hours between the hours of 5.30 am and 6 pm which deviate from the normal daily working hours in the department, provided that such new working hours are to apply for more than one payroll week and that notice is given on Friday before the end of normal working hours, at the latest. However, for lorry drivers, working hours may be between 6.30 am and 6.30 pm.

If the enterprise uses other employees as lorry drivers, such employees may only work during the working hours scheduled for lorry drivers.

Processing:

The working hours are scheduled in consideration of the individual enterprises' requirements (for at least one year at a time) between the hours of 6.00 am and 6.00 pm.

Deviation from the normal daily working hours is subject to agreement between the local parties.

If work is scheduled for Saturdays/Sundays for the day shift, only the staff employed for work on such days may be used.

Staff employed at the enterprise must be offered such work first. It has been agreed that no employees may be dismissed on the grounds that they do not wish to work during such changed working hours.

Changes to normal daily working hours

The current normal daily working hours for the individual enterprises and the scheduling of such working hours are maintained during the term of the collective agreement, unless the works council has considered a change to the working hours, or a change is required by reason of a reduction of working hours.

3. Shift work

The Rules on Shift Work between DI and NNF apply.

If agreed locally and laid down in a local agreement, permanent evening and night shifts may be established.

Reference is made to: Protocols and other agreements.

Special provision for: 146, Tobacco, Processing

146:

Shift work is scheduled between Monday at 6.00 am and Saturday at 6.00 am.

Shift allowance

In connection with shift work, payment of the total amount is effected in accordance with the provisions on shift work. The weekly allowance arrangement is maintained.

The following allowances are paid for shift work:

For the week when the employee works:

1 May 2010

From 2.00 pm to 10.00 pm DKK 818.08

From 10.00 pm to 6.00 am DKK 1,112.58

1 March 2011

From 2.00 pm to 10.00 pm DKK 834.44

From 10.00 pm to 6.00 am DKK 1,134.83

If the employee is transferred from one shift to another or from a dayshift to a shift with changed working hours, an allowance of one hour's work is payable for the moved shift (the standard wage according to collective agreement).

Tobacco:

In connection with shift work, shifts are normally changed on Mondays, and the third shift finishes on Saturday morning. Rota periods may be agreed locally, subject to consensus.

Processing:

Shift work

Two-shift working

(1) Working hours for the first shift

The working hours for the first shift are scheduled within the hours of 6.00 am and 4.00 pm. The number of weekly working hours on the first shift is the ordinary number of actual working hours stipulated by collective agreement.

(2) Working hours for the second shift

The working hours for the second shift normally start at the end of the working hours for the first shift. The number of weekly working hours for the second shift is 34 actual working hours, for which a full weekly wage is paid. Individual overlapping or breaks may occur.

An hourly allowance for **shift work** is paid in accordance with **part 2**, clause 12, Special provision for Processing.

Three-shift working

Working hours for the first shift

The number of normal weekly working hours for three-shift working is 37 for the first shift and 34 for the second and third shifts, for which a full weekly wage is paid.

Working hours for the second and third shifts

The working hours for the second and third shifts normally start at the end of the working hours for the previous shift. Individual overlapping or breaks may occur.

An hourly allowance for shift work is paid in accordance with part 2, clause 12, Special provision for Processing.

Common provisions for two-shift and three-shift working

(1) Transfer of staff

If two-shift or three-shift working is introduced, only the staff employed for the individual shifts may be used. However, the enterprise is entitled to transfer staff from one shift to another at the start of the working week.

If, for production reasons, the enterprise transfers staff from a shift to work on a dayshift – or vice versa – during the working week, an allowance of DKK 280.00 is paid for such shift. No allowance is paid when the employees are transferred back to their normal shift.

(2) Change of shifts

In connection with two-shift and three-shift working, the shifts do not have to include the same number of employees. Shifts change on Monday morning.

(3) Notice

Shift work is subject to one week's notice and may start on any day of the week. However, the end of shift work must be the end of the working hours for the last shift on the last working day of the week.

(4) Longer operating time

If, for production reasons, a longer operating time than the total working hours stipulated by collective agreement for the first, second and third shifts is required, the remaining operating time may be filled using substitutes or by distributing the working hours on more shifts.

(5) Shift work on Saturdays, Sundays and weekday holidays

An allowance is paid for shift work on Saturdays, Sundays and weekday holidays in accordance with clause 12.

(6) Rescheduling of working hours from Friday to Sunday

If the local parties agree, and at the request of the employees, working hours may be rescheduled from Friday evening or night to Sunday night. Such rescheduled working hours are subject to the standard wage.

(7) Change of shifts

Change of shifts, unless otherwise agreed locally.

(8) Allowances

Any allowances paid under the collective agreement are maintained.

4. Flexitime

Flexitime may be established subject to local agreement (with the shop steward, if a shop steward has been appointed).

Flexitime agreements may be made with individual employees or with groups of employees. Flexitime must be scheduled within the hours of 6.00 am and 5.00 pm; however, shift work may also be arranged.

Special provision for: Tobacco, Processing

Tobacco:

The provisions in the box above do not apply to Tobacco.

Processing:

Flexitime must be scheduled within the hours of 6.00 am and 6.00 pm; however, shift work may also be arranged.

5. Part-time

If enterprises or employees so request, part-time work may be agreed.

The working hours are determined per week, month or year based on an agreed average number of weekly working hours of less than 37 for normal day work, staggered working hours and day shifts (34 for evening and night shifts).

The weekly working hours for part-time employees must be at least eight. For part-time employees where the work is subordinate to their relevant main activity, such as people on early retirement benefit and the like, there is no lower limit on the average weekly working hours.

The enterprise may not dismiss full-time employees and replace them with part-time employees.

The enterprise may not reduce the number of full-time employees in connection with the introduction of part-time work if the employees have the same qualifications.

It is considered unfair dismissal if employees are dismissed because they have refused to work part-time or because they have requested to work full-time.

In addition, the parties agree that part-time employees may only work overtime in exceptional cases.

Reference is made to the provisions on the implementation of EU Directives.

Special provision for: Meat, Processing, Dairy

Meat:

Remuneration

Hours worked outside of the enterprise's normal working hours are subject to an allowance equivalent to that paid to shift workers. The shop steward must be notified of such agreements.

Termination

The participation of part-time employees in shift work and group piecework with full-time employees are subject to local agreement.

Protocol regarding dismissal of full-time employees at enterprises employing part-time employees:

Dismissal of a group of full-time employees at enterprises employing part-time employees is generally not permitted. This means that it is generally not possible to dismiss a group of full-time employees engaged in work which is also carried out by part-time employees, citing shortage of work. If such a situation occurs, both parties are obliged to discuss the solution of such issue in the works council or, in the absence of a works council, with the shop steward.

Special breaks

Special breaks are taken pro rata in accordance with the provisions on rest breaks in the framework collective agreement.

Processing:

Part-time work

(1) Number and scheduling of working hours

The working hours must be scheduled during the first five days of the week (Monday - Friday)

Special breaks

Special breaks are taken pro rata in accordance with the provisions on rest breaks in the framework collective agreement.

Remuneration

Employees are remunerated pro rata in accordance with the weekly wage determined in the collective agreement.

For work outside of the hours of 6.00 am and 6.00 pm, an allowance is paid, cf. clause 12.

Employees working normal hours

Employees working full normal hours at the time of the introduction of the part-time arrangement at the enterprise are entitled to be considered for part-time work on an equal footing with new employees.

Local agreement

The particulars of the part-time arrangement – including the term of the agreement – are laid down in a local agreement, a copy of which must be sent to the organisations.

Dairy:

Part-time work

The enterprise is entitled to employ part-time employees, provided that such employees are not already working full time at another enterprise.

If the working hours end after 6.00 pm, but begin before midnight, the following allowance per hour is paid:

From 1 May 2010

From 6.00 pm to 10.00 pm DKK 19.01

From 10.00 pm to 6.00 am DKK 37.45

If work is commenced at midnight or later, an allowance of DKK 44.66 is paid until 6.00 am.

From 1 March 2011

From 6.00 pm to 10.00 pm DKK 19.39

From 10.00 pm to 6.00 am DKK 38.20

If work is commenced at midnight or later, an allowance of DKK 45.55 is paid until 6.00 am.

6. Varying weekly working hours

- (a) If the local parties agree, varying weekly working hours may be introduced for all employees or groups of employees, provided that the average number of working hours is 37 over a 12-month period. However, the maximum weekly working hours cannot exceed 44.
- (b) The local parties will decide whether to prepare a plan for the period. Hours in excess of 37 hours per week may be compensated by whole days off, subject to local agreement. An arrangement must be made for saving up wages for use for such hours off.
- (c) Employees who do not have any wages saved up, must be guaranteed a normal wage for weeks with less than 37 working hours.

- (d) Overtime or staggered working hours in connection with the agreed planned varying daily working hours is/are compensated in accordance with the relevant provisions in the collective agreement.
- (e) Excess/shortage of working hours must be settled before resignation.
- (f) Any disagreements may be discussed between the organisations.
- (g) Such agreements may be terminated in accordance with the rules in force, cf. clause 79 on local agreements.

Special provision for: Processing, Dairy

Processing:

The provisions in the box above do not apply to Processing.

Dairy:

In case of varying weekly working hours, the maximum weekly working hours are 45.

7. Forty-hour week

If the local parties agree, the enterprise may introduce 40-hour working weeks where the excess working hours are banked.

Such banked hours must be taken as full and half days off at a time which is convenient for the parties, perhaps in connection with weekday holidays.

Both parties are entitled to eight days' notice.

In connection with banking of hours, a locally agreed hourly amount is banked.

In the event of resignation, the banked hours must be taken as time off before the employee vacates his or her position.

Special provision for: Tobacco

The provisions in the box above do not apply to Tobacco.

8. Weekend work

If it is necessary to increase the weekly working hours, a local agreement may be made on weekend work in accordance with the rules provided below:

Working hours

- (a) Normally, work is performed in two shifts of up to 24 hours on Saturdays and Sundays. In exceptional cases, employees hired for weekend work may work on the first five days of the week, subject to the organisations' approval.
- (b) The start and end times of weekend work are agreed locally at the individual enterprises. However, weekend work may normally only start after the end of normal working hours on Fridays.
- (c) Employees hired for weekend work are not entitled to have other paid occupation. This means that supplementary benefits may not be paid.

- (d) Failure to comply with (c) above is regarded as breach of the employment contract leading to immediate dismissal from the enterprise.
- (e) The organisations accept that any disagreements may be put up for consideration between the organisations.

Wages

- (a) The wages determined by collective agreement are paid for the hours worked, subject to other agreements made in the relevant area at the enterprise.
- (b) Finally, a weekend work allowance of DKK 86.21 per hour (from 1 May 2010) is paid. On 1 March 2011, this allowance will be increased to DKK 87.94 per hour.

Days off and work on weekday holidays

- (a) Weekend work must be scheduled before the start of work, clearly stating which days (Saturdays/Sundays) are days off. If days off have been scheduled, an amount corresponding to the individual employee's average income for the number of hours the employee should have worked on such days is paid. Such amount is deducted from the individual employee's weekday holiday account.
- (b) For work on weekday holidays, only the employee's normal wages are paid, i.e. no special advance/payment is made.

Breaks

The provisions on breaks in the current collective agreement and local agreements apply.

Sickness/injury

During the period when the employer is obliged to pay benefit ("employer period"), the individual enterprise must pay the maximum hourly rate applicable from time to time, such that 24 hours of completed weekend work corresponds to a full normal working week.

The other provisions of the collective agreement also apply.

Holiday

Holiday and holiday allowance are provided in accordance with the Danish Holiday Act, including the provisions of the collective agreement.

If the employee has worked full-time during the qualifying year, he or she will be entitled to five Saturdays and Sundays off.

Contributions to the Danish Labour Market Supplementary Pension Scheme (ATP)

Full ATP contribution is paid.

Pension

The pension contribution is calculated and paid in the same way as for the other employees of the enterprise in accordance with the provisions of the collective agreement.

Transfer

The management of the individual enterprises reserves the right to transfer the employees to normal shift work or day shifts in the event of shortage of manpower, lack of orders, capacity adjustment problems etc.

If weekend work is discontinued, employees transferred to weekend work are guaranteed continued employment at the enterprise in accordance with the general provisions of the collective agreement.

Other provisions

Unless otherwise stipulated, the provisions of the collective agreement apply.

The provisions in the box above do not apply to S/C and Meat.

Special provision for: Tobacco, Processing

Tobacco:

Days off and work on weekday holidays

Further reference is made to the provisions of the collective agreement/local agreement on weekday holiday payment and remuneration for working on weekday holidays.

Union affiliation

The organisations agree that it is natural for weekend workers to be members of the same trade organisations as the other corresponding employees at the enterprise.

Processing:

If required, weekend work may be arranged with a view to avoiding or limiting shift work or if it is not possible to arrange for additional shift work.

The employees may work for up to 12 hours on Saturdays and Sundays, perhaps in two shifts. Weekend work may be extended to begin at the start of normal working hours on Friday.

In exceptional cases, employees hired for weekend work may work in the trade on the first four days of the week, subject to the organisations' approval.

An allowance for weekend work is paid, cf. clause 12, Special provision for Processing.

9. Staggered working hours

In case of staggered working hours where work begins before 6.00 am or ends after 5.00 pm, an allowance will be paid, cf. clause 11 on staggered working hours.

The provisions in the box above do not apply to 146, Tobacco, Dairy.

Special provision for: 111, S/C, OM, Meat, Processing

111:

Employees on day shifts working staggered hours will receive an allowance of 50% of their hourly wage (personal hourly wage) for the hours worked before 6.00 am and after 5.00 pm. Such allowance is calculated for full and half hours.

S/C:

In case of staggered working hours where work begins before 6.00 am or ends after 5.00 pm, an allowance is paid for the hours worked before 6.00 am or after 5.00 pm. Such allowance amounts to 50% of the usual overtime allowance, cf. the table in clause 14.

OM:

In case of staggered working hours after 5.00 pm or before 6.00 am, the normal hourly wage plus 50% of the overtime allowance is paid. For staggered working hours beginning at midnight or later, the normal hourly wage plus 100% is paid for all hours before 6.00 am. Notice of staggered working hours must, as far as possible, be given 48 hours before commencement.

Meat:

In case of staggered working hours where work begins before 5.30 am or ends after 6.00 pm, an allowance is paid, cf. clause 12, Special provision for Meat.

Processing:

In case of staggered working hours where work begins before 6.00 am or ends after 6.00 pm, an allowance is paid, cf. clause 12, Special provision for Processing.

10. Breaks

The timing and length of daily meal and rest breaks must be discussed with the shop steward.

Special provision for: 23, 24

23, 24:

Employees are entitled to at least 30 minutes of paid breaks per day to be placed before and after the meal break, as agreed locally. The existing breaks may not be reduced.

PART 2 – WAGES

11. Standard wages

Adult employees

From the start of the payroll period which includes 1 March, the standard hourly wage according to the collective agreement is: See table.

Young employees

From the start of the payroll period which includes 1 March, the standard hourly wage for young people under the age of 18 according to the collective agreement is: See table.

Wage payment

1. Unless otherwise agreed, the payroll period is a calendar week (Monday to Sunday).
2. The payslip must clearly state the composition of the wages.
3. Wages are paid as determined by the employer, weekly or fortnightly.
4. Monthly payments may be agreed locally. For employees transferred from weekly wages to monthly wages, specific transition arrangements may be agreed (the monthly wages equal 160.33 hours multiplied by the hourly wages).
5. Wages must be available by the start of the working hours on the first succeeding Friday and are usually deposited in the employee's bank/salary account. Where the pay day falls on a weekday holiday, the wages must be paid on the normal working day immediately preceding such weekday holiday.
6. In the event of computer errors, an on-account amount must be paid in cash.
7. Quarterly wage statistics are surrendered to the shop steward, if so agreed locally.

Special allowances:

Staggered working hours

Employees on day shifts working staggered hours will receive an allowance of 50% of

the standard wages stipulated by collective agreement for the hours worked before 6.00 am and after 5.00 pm.

Weekend work

For hourly allowance for piecework and work on a piecework basis, it should be assessed whether to implement it in the framework agreement regarding method development and piecework.

Cold allowance

At enterprises with a cold store or a freeze department, a cold allowance is paid for each full hour of work in such facilities.

From 1 May 2010, the cold allowance is DKK 6.81 per hour. On 1 March 2011, the allowance will be increased to DKK 6.95 per hour.

Remuneration for members of works councils

The rate agreed from time to time by DA (the Confederation of Danish Employers) and LO (the Danish Confederation of Trade Organisations).

Shift allowance

The Rules on Shift Work between DI and NNF apply.

Reference is made to: Protocols and other agreements.

Wage rates 1 March 2010

| | | Standard wages | Allowance per hour | | |
|----------------|---|----------------|--------------------|------------------|------------------|
| | | | Trade allowance | Hourly allowance | Other allowances |
| 23 | Adult employees | DKK 111.32 | DKK 5.95 | DKK 0.30 | |
| 24 | Baker's assistants (skilled) | DKK 115.71 | DKK 5.95 | DKK 0.30 | |
| | Employees over 18 | DKK 113.15 | DKK 5.95 | DKK 0.30 | |
| | Young employees over 17 | DKK 83.58 | DKK 5.95 | DKK 0.30 | |
| | Young employees under 17 | DKK 76.78 | DKK 5.95 | DKK 0.30 | |
| 111 | Adult employees | DKK 114.10 | DKK 5.95 | DKK 0.30 | |
| | Young emp. < 2 months' seniority | DKK 68.45 | DKK 5.95 | DKK 0.30 | |
| | Young emp. > 2 months' seniority | DKK 85.33 | DKK 5.95 | DKK 0.30 | |
| 146 | Basic rate | DKK 111.74 | DKK 4.95 | DKK 0.30 | |
| S/C | Adult employees | DKK 100.50 | DKK 5.95 | DKK 0.30 | DKK 5.27 |
| | Young employees | DKK 60.65 | DKK 5.95 | DKK 0.30 | DKK 5.27 |
| OM | Adult employees | DKK 108.30 | DKK 5.95 | DKK 0.30 | |
| | Young employees under 17 | DKK 80.98 | DKK 5.95 | DKK 0.30 | |
| Tobacco | Hourly-paid employees | DKK 106.90 | DKK 5.95 | DKK 0.30 | |
| | Employees under performance-related pay schemes | DKK 102.62 | DKK 5.95 | DKK 0.30 | |
| | Minimum rate | DKK 113.34 | DKK 5.95 | DKK 0.30 | |
| | Young employees over 16 | DKK 61.60 | DKK 5.95 | DKK 0.30 | |

| | | | | | |
|-------------------|-----------------------|------------|----------|----------|--|
| Meat | Adult employees | DKK 110.24 | DKK 6.85 | | |
| | Young employees 15-16 | DKK 66.13 | DKK 6.85 | | |
| | Young employees 16-17 | DKK 77.00 | DKK 6.85 | | |
| Processing | Adult employees | DKK 125.10 | * | | |
| Dairy | Adult employees | DKK 110.45 | DKK 6.55 | DKK 0.30 | |
| | Guaranteed wages | DKK 112.05 | | | |
| | Under 18 | DKK 72.67 | DKK 6.55 | DKK 0.30 | |
| | Under 17 | DKK 62.42 | DKK 6.55 | DKK 0.30 | |

* Reference is made to the trade allowance under Processing

**Wage rates
1 March 2011**

| | | | Allowance per hour | | |
|-------------------|---|------------|--------------------|-----------------|------------------|
| | | | Standard wages | Trade allowance | Hourly allowance |
| 23 | Adult employees | DKK 113.57 | DKK 5.95 | DKK 0.30 | |
| 24 | Baker's assistants (skilled) | DKK 117.96 | DKK 5.95 | DKK 0.30 | |
| | Employees over 18 | DKK 115.40 | DKK 5.95 | DKK 0.30 | |
| | Young employees over 17 | DKK 84.93 | DKK 5.95 | DKK 0.30 | |
| | Young employees under 17 | DKK 76.13 | DKK 5.95 | DKK 0.30 | |
| 111 | Adult employees | DKK 116.35 | DKK 5.95 | DKK 0.30 | |
| | Young emp. < 2 months' seniority | DKK 69.80 | DKK 5.95 | DKK 0.30 | |
| | Young emp. > 2 months' seniority | DKK 86.68 | DKK 5.95 | DKK 0.30 | |
| 146 | Basic rate | DKK 113.99 | DKK 4.95 | DKK 0.30 | |
| S/C | Adult employees | DKK 102.75 | DKK 5.95 | DKK 0.30 | DKK 5.27 |
| | Young employees | DKK 62.00 | DKK 5.95 | DKK 0.30 | DKK 5.27 |
| OM | Adult employees | DKK 110.55 | DKK 5.95 | DKK 0.30 | |
| | Young employees under 17 | DKK 82.33 | DKK 5.95 | DKK 0.30 | |
| Tobak | Hourly-paid employees | DKK 109.15 | DKK 5.95 | DKK 0.30 | |
| | Employees under performance-related pay schemes | DKK 104.87 | DKK 5.95 | DKK 0.30 | |
| | Minimum rate | DKK 115.59 | DKK 5.95 | DKK 0.30 | |
| | Young employees over 16 | DKK 62.95 | DKK 5.95 | DKK 0.30 | |
| Meat | Adult employees | DKK 112.49 | DKK 6.85 | | |
| | Young employees 15-16 | DKK 67.48 | DKK 6.85 | | |
| | Young employees 16-17 | DKK 78.35 | DKK 6.85 | | |
| Processing | Adult employees | DKK 127.35 | * | | |
| Dairy | Adult employees | DKK 112.70 | DKK 6.55 | DKK 0.30 | |
| | Under 18 | DKK 74.02 | DKK 6.55 | DKK 0.30 | |
| | Under 17 | DKK 63.77 | DKK 6.55 | DKK 0.30 | |

* Reference is made to the trade allowance under Processing

Special provision for: 23, 24, S/C, Tobacco, Processing, Dairy

23, 24:

Personal wages:

The current higher personal wages are maintained and may not be reduced as a consequence of this collective agreement as long as the employees in question work for the same employer.

S/C:

If the normal pay date falls on a weekday holiday, the wages or an on-account amount must be made available to the employee two days before such weekday holiday. The on-account amount must, as far as possible, correspond to the wages earned. The final amount of the wages for the period in question is settled at the time of the next ordinary wage payment.

Monthly wages are subject to agreement between the local parties.

Where piece-rates, incentive bonus or other bonus schemes have not been introduced for functions where it would be possible and expedient, a piecework guarantee payment or a personal allowance of at least 9% of the current hourly wages is paid, unless separate compensation is paid for this.

At enterprises where the allowance of 9% has been converted, this must be updated in accordance with the new basis of calculation for determining the hourly wages.

Tobacco:

The provisions on staggered working hours do not apply to Tobacco.

The enterprise is obliged to prepare wage statistics and surrender them to the shop stewards.

Hourly-paid employees

Hourly-paid employees are employees who are paid by the hour without performance-related allowances.

Employees under performance-related pay schemes

Employees under performance-related pay schemes are employees who are paid a basic hourly rate plus a performance-related allowance.

General provisions for hourly-paid employees

Adjustment of wages

The parties agree that future adjustments of wages in connection with the renewal of collective agreements and any other general adjustments of wages must be made in accordance with the provisions laid down for employees receiving standard wages.

Processing:

Remuneration

As of 1 March 2010, the hourly rate for adult employees is DKK 125.10.

The hourly rate covers:

Basic rate DKK 68.85

Hourly allowance DKK 56.25

As of 1 March 2011, the hourly rate for adult employees is DKK 127.35.

The hourly rate covers:

Basic rate DKK 68.85

Hourly allowance DKK 58.50

The hourly allowance is payable for all working hours.

An employee performing particularly important work in a satisfactory way may be paid a bonus for such work. Such bonus will cease to apply if the employee is transferred to another occupation.

Trade allowance

Employees with six months' seniority or more will receive a trade allowance of DKK 3.15 per hour.

In the absence of a local agreement on full or partial adoption of the framework agreement regarding method development and piecework, a trade allowance of DKK 5.25 per hour will be paid.

Wage payment

The payroll period may be extended to two weeks. In such case, all members of NNF and apprentices will be paid DKK 100.00 per year.

Such amount will be calculated and paid quarterly to the local branch for use for social and cultural purposes for the members employed at the enterprise.

Dairy:

For day work on Saturdays, a Saturday allowance is paid for the same period and at the same rates as stipulated for shift work.

12. Special allowances

Seniority, staggered working hours etc.

Special provision for: 23, 24, 111, 146, S/C, Meat, Processing, Dairy

23, 24:

If no other similar or higher allowance is paid in addition to the wages stipulated by collective agreement, the employee is entitled to a seniority allowance in accordance with the following rules:

23:

After one year: DKK 0.58 per hour
After two years: DKK 0.69 per hour
After four years: DKK 0.86 per hour

24:

After two years: DKK 28.69 per week
After five years: DKK 45.89 per week

111:

The following seniority allowance is paid:
After one year: DKK 1.43 per hour
After three years: DKK 2.01 per hour
The allowance may be calculated daily or weekly.

146:

After one year: DKK 1.75 per hour

Seniority is calculated by adding up employment periods in the same trade (trade means flour mill and grist mill, respectively) and will only be lost if the employee gives notice or refuses to turn up for work when an enterprise offers employment after a period of redundancy.

Employment periods will only be included if the employee has been reemployed in the trade within one year.

S/C:

Compensation allowance

A separate allowance of DKK 5.27 per hour is paid as compensation for a three-hour reduction of working hours from 40 hours to 37 hours to both adult and young employees.

Such compensation allowance is not included in the calculation of allowance for piecework, staggered working hours, overtime, shift work and the like.

The compensation allowance must be clearly indicated on the individual payslips.

Dirty work allowance

An allowance is paid for grinding and packing of cocoa powder, depowdering and/or powder casting as well as coating of liquorice. As of 1 May 2010, such allowance amounts to DKK 5.18 per hour. On 1 March 2011, it will be increased to DKK 5.28 per hour.

The same allowance is paid for liquorice boiling, fire-boiling and firing in connection with cocoa roasting (not by gas or electricity), washing of tins and moulds not using machines, cherry and plumb pitting, sugar sifting, work by dragée cauldrons and production of fruit pulp.

Such allowance is paid for full working days, as a minimum.

Note 1:

If the above processes are changed in such a way that the nuisance is removed or reduced, the removal or reduction of the above allowances may be negotiated.

Note 2:

The parties agree that for enterprises with work conditions comparable to the above (very dusty or very dirty conditions), payment of the same allowance may be negotiated locally.

Meat:

Training of apprentices and induction of new employees

Employees who train apprentices and induct new employees are paid the average wages of the past four weeks' own income.

Samples, testing and running-in of machinery

During periods of testing new methods, developing new products and/or running in of machinery, the employee will be paid the average of the preceding week. Piece workers will be paid the average piecework hourly rate. (Example: Week 38 will be the reference week for the calculation of work performed in week 40). The above wages must also be paid where the work is overtime.

Staggered working hours

Staggered working hours are before 5.30 am and after 6.00 pm.

For work outside of the hours of 5.30 am and 6.00 pm, the following allowance is paid:

| | 1 May 2010 | 1 March 2011 |
|-----------------------|------------|--------------|
| From 6 pm to 10 pm | DKK 16.19 | DKK 16.51 |
| From 10 pm to 5.30 am | DKK 18.74 | DKK 19.11 |

Processing:

Special allowances

Staggered breaks

The following allowances are paid for staggered meal breaks:

1 May 2010: DKK 5.10 per meal break.

1 March 2011: DKK 5.20 per meal break.

Working meal breaks

If an employee stays at the machines, boilers etc. without taking meal breaks, the following allowance is paid:

1 May 2010: DKK 36.23 per meal break.
1 March 2011: DKK 36.96 per meal break.

Weekend work

The wages according to the collective agreement for the hours worked plus an allowance per hour for Saturdays and Sundays are paid as follows:

| | | |
|-----------------------------|------------|--------------|
| The 24-hour Saturday period | 1 May 2010 | 1 March 2011 |
| From 2 pm to 10 pm | DKK 40.66 | DKK 41.47 |
| From 10 pm to 6 am | DKK 54.21 | DKK 55.30 |
| The 24-hour Sunday period | DKK 72.46 | DKK 73.91 |

Weekday holidays falling on Saturdays and Sundays are days off with weekday holiday payment.

Sickness benefit is paid, cf. the Danish Act on Sickness Benefits, just as ATP is paid, cf. the applicable rules. In addition, the rules of the Danish Holiday Act apply.

Work outside of the hours of 6.00 am and 6.00 pm (for staggered working hours, shift work, part-time and cleaning work)

For work outside of the hours of 6.00 am and 6.00 pm, the following allowance is paid:

| | | |
|--------------------|------------|--------------|
| | 1 May 2010 | 1 March 2011 |
| From 6 pm to 10 pm | DKK 16.19 | DKK 16.51 |
| From 10 pm to 6 am | DKK 18.74 | DKK 19.11 |

Shift work on Saturdays, Sundays and weekday holidays

For shift work on Saturdays, the following allowance is paid:

| | | |
|-----------------------------|------------|--------------|
| | 1 May 2010 | 1 March 2011 |
| From 2 pm to 10 pm | DKK 40.66 | DKK 41.47 |
| From 10 pm to 6 am | DKK 54.21 | DKK 55.30 |
| Sundays and public holidays | DKK 72.46 | DKK 73.91 |

In addition, the normal shift allowance for the second and third shifts is paid for weekdays.

Work on dayshifts on Saturdays/Sundays

For dayshifts where work is scheduled for Saturdays or Sundays, the following is paid per hour:

| | | |
|--------------------|------------|--------------|
| | 1 May 2010 | 1 March 2011 |
| From 2 pm to 10 pm | DKK 16.19 | DKK 16.51 |
| From 10 pm to 6 am | DKK 18.74 | DKK 19.11 |

and the 24-hour Sunday period

Dairy:

Seniority allowance

A seniority allowance per hour worked is paid according to the following scale:

One year's employment at the enterprise DKK 2.70

Two years' employment at the enterprise DKK 3.32

Seniority is calculated in accordance with the provisions in clause 24.

However, the following applies to Cocio A/S:

The following seniority allowance is paid:

After four weeks' employmentDKK 3.50

After six months' employmentDKK 4.94

After one year's employmentDKK 6.37
After eighteen months' employmentDKK 7.81

Guaranteed wages

All adult employees are entitled to guaranteed wages of an average amount per payroll period of DKK 112.05 per hour (1 March 2010) for all hours worked as time-based work. From 1 March 2011, the allowance will be increased to DKK 114.30 per hour.

To this is added the trade and training allowance applicable from time to time.

In the calculation of the guaranteed wages, all wage shares (full set-off) are included, except for nuisance allowances according to the collective agreement.

Nuisance allowances include overtime payment, shift allowance, allowance for staggered working hours, dirty work allowance, clothing allowance and other similar allowances paid as compensation for special expenses.

Allowances for skilled and semi-skilled workers

For skilled workers and workers in the milk industry with a course diploma from a training school for semi-skilled workers for the basic course for dairy workers, an allowance of DKK 3.20 per hour is paid per hour worked. Such allowance is also paid to semi-skilled workers in the milk industry after three months' employment at the enterprise, at the latest.

13. Training allowance

A training allowance is paid as follows:

DKK 1.20 (23, 24, 111, 146, S/C, OM, Tobacco)

DKK 1.95 (Meat, Dairy)

Training allowance is paid to employees with 12 months' employment at the enterprise where such employees have participated in any courses/training sessions offered by the enterprise.

Employees who have refused to participate in such courses/training sessions during the 12-month period will only receive such allowance if they accept an offer to participate in a course.

In connection with the introduction of an incentive payment system, the training allowance is included as a part thereof.

PART 3 – OVERTIME

14. Overtime

Overtime before and immediately after normal working hours

If the employee is requested to work overtime before normal working hours or immediately after the end of normal working hours, overtime allowance is paid according to the table below.

For overtime before normal working hours and immediately after the end of normal working hours, an allowance is paid per hour or fraction thereof, rounded up to full hours.

Overtime on days off

If employees are requested to work overtime on days off and Sundays and public holidays, an allowance is paid per hour or fraction thereof according to the table below.

For overtime on days off and if an employee is called out from home, the minimum allowance paid is for three hours.

If an employee is called out, any travelling time to and from the enterprise is included in the overtime.

See the tables below.

1 May 2010

Overtime payment

| | 23 | 24 | 111 | 146 r | S/C | OM | Tobacco | Meat | Processing | Dairy |
|--|---------------------|----------------------------|---|-----------|---------------|---------------|-----------|-----------|------------|---------------|
| Overtime payment, all hours | | | | | | | | 64.69 | 72.46 | |
| Overtime payment, first hour | 50% | 50% | 50% of personal hourly wages | 50% | 33.3% | 50% (after) | 55.60 | | | 45.60 |
| Overtime payment, second hour | 50% | 50% | 60% of personal hourly wages | 75% | 50% | 50% (after) | 55.60 | | | 45.60 |
| Overtime payment, third hour | 100% | 100% | 100% of personal hourly wages | 100% | 50% | 50% (after) | 55.60 | | | 73.55 |
| Overtime payment, fourth hour and more | 100% | 100% | 100% of personal hourly wages | 100% | 100% | 100% (after) | 83.40 | | | 91.51 |
| Overtime payment, before normal working hours | | | | 100% | 100% | 100% | 89.71 | | | |
| Overtime payment, up to one hour before normal working hours and after 6.00 am | 50% | 50% | 50% of personal wages | | | | | | | |
| Overtime payment, before 6.00 am | 100% | | 100% of personal hourly wages | 100% | | | | | | |
| Overtime payment, Saturdays | | 100% | First hour 50% Second hour 60% Then 100% of personal hourly wages | 100% | 100% | 100% | 89.71 | | 72.46 | |
| Overtime payment, Sundays and public holidays | 100% | 100% | 100% of personal hourly wages | 100% | 100% | | | | | |
| Overtime payment, Sundays | 100% | 100% | 100% of personal hourly wages | 100% | 100% | 100% | 89.71 | | 72.46 | |
| 6.00 am – 11.00 am | | | | | | | | | | 76.24 |
| 11.00 am – 6.00 am | | | | | | | | | | 91.51 |
| Per commenced | minute | minute | minute | half hour | half hour | half hour | half hour | half hour | hour | minute |
| Two-hour notice | | | | 100% | | | | | | |
| Four-hour notice | | | | | | | | | | 1 hourly rate |
| Six-hour notice | | 1 hourly rate (< one hour) | | | | | | | | |
| Notice the day before | 37.19 (< two hours) | | 86.63 (< one hour) | | 1 hourly rate | 1 hourly rate | | | | |
| For each three-hour period of actual work, | | | | | | | | 56.61 | 30 min. | |

| | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|---------------------|-------|
| break | | | | | | | | | | |
| Overtime, not immediately following the end of normal working hours | | | | | | | | | Paym. 3 or 4 hs. | 91.51 |

1 March 2011

Overtime payment

| | 23 | 24 | 111 | 146 | S/C | OM | Tobacco | Meat | Processing | Dairy |
|--|-----------|-----------|---|------------|------------|--------------|----------------|-------------|-------------------|---------------|
| Overtime payment, all hours | | | | | | | | 65.98 | 71.39 | |
| Overtime payment, first hour | 50% | 50% | 50% of personal hourly wages | 50% | 33.3% | 50% (after) | 56.71 | | | 46.52 |
| Overtime payment, second hour | 50% | 50% | 60% of personal hourly wages | 75% | 50% | 50% (after) | 56.71 | | | 46.52 |
| Overtime payment, third hour | 100% | 100% | 100% of personal hourly wages | 100% | 50% | 50% (after) | 56.71 | | | 75.02 |
| Overtime payment, fourth hour and more | 100% | 100% | 100% of personal hourly wages | 100% | 100% | 100% (after) | 85.07 | | | 93.34 |
| Overtime payment, before normal working hours | | | | 100% | 100% | 100% | 91.50 | | | |
| Overtime payment, up to one hour before normal working hours and after 6.00 am | 50% | 50% | 50% of personal wages | | | | 91.50 | | | |
| Overtime payment, before 6.00 am | 100% | | 100% of personal wages | 100% | | | | | | |
| Overtime payment, Saturdays | | 100% | First hour 50% Second hour 60% Then 100% of personal hourly wages | 100% | 100% | 100% | 91.50 | | 73.55 | |
| Overtime payment, Sundays and public holidays | 100% | 100% | 100% of personal hourly wages | 100% | 100% | | | | | |
| Overtime payment, Sundays | 100% | 100% | 100% of personal hourly wages | 100% | 100% | 100% | 91.50 | | 73.55 | |
| 6.00 am – 11.00 am | | | | | | | | | | 77.76 |
| 11.00 am – 6.00 am | | | | | | | | | | 93.34 |
| Per commenced | minute | minute | minute | half hour | half hour | half hour | half hour | half hour | hour | minute |
| Two-hour notice | | | | 100% | | | | | | |
| Four-hour notice | | | | | | | | | | 1 hourly rate |

| | | | | | | | | | | |
|---|---------------------|----------------------------|--------------------|--|---------------|---------------|--|-------|------------------|-------|
| Six-hour notice | | 1 hourly rate (< one hour) | | | | | | | | |
| Notice the day before | 37.93 (< two hours) | | 88.36 (< one hour) | | 1 hourly rate | 1 hourly rate | | | | |
| For each three-hour period of actual work, break | | | | | | | | 57.74 | 30 min. | |
| Overtime, not immediately following the end of normal working hours | | | | | | | | | Paym. 3 or 4 hs. | 93.34 |

Special provision for: 146, S/C, OM, Tobacco, Meat, Processing, Dairy

146:

1 May

For overtime on 1 May after 12 noon, an allowance of 100% is paid.

Calculation

Overtime allowance is calculated based on the standard wages.

S/C:

Overtime payment

Overtime allowance is calculated on the basis of **the hourly rates shown in the table in clause 11.**

Where the employer requires that piecework is performed outside of normal working hours, employees will receive overtime allowance in addition to the piece rate, cf. the table **in clause 14.**

When calculating overtime, the time spent on meal and rest breaks will be deducted, cf., however, clause 17, Special provision for S/C, just as absence during the normal daily working hours on the day in question will be deducted from the hours worked, unless the reason for such absence was not attributable to the employee and it was notified to and approved by the employer.

If an enterprise reduces operations for short or long periods of time such that the daily or weekly working hours are reduced, overtime allowance will only be paid for the hours which would normally be subject to overtime allowance.

The Danish Constitution Day (5 June) is considered a public holiday.

OM:

Overtime allowance:

For overtime, an allowance per hour is paid calculated on the basis of the hourly wages actually paid.

Tobacco:

Any existing, locally agreed, more favourable agreements on overtime payment cannot be curtailed as a result of the above provisions.

The organisations agree that overtime should be avoided as far as possible, but that overtime may be required to accommodate the enterprise's operations or to complete the production of orders in time, fulfil obligations etc.

Overtime payment is made per half hour.

Meat:

Overtime

Work on days off

For work on days off, at least four hours of overtime allowance is paid.

General provisions on overtime

If an employee is late for work, for every quarter hour or a part thereof, a quarter hour will be deducted.

Processing:

Overtime not immediately after the end of normal working hours

If employees are required to work overtime not immediately after the end of normal working hours, overtime payment is paid in accordance with the provision below on "Work on days off".

Overtime, call-out

Where employees are called out from home for required overtime work outside of the normal working hours (incl. Sundays and public holidays), overtime allowance for a minimum of four hours is paid, including the travelling time to and from the enterprise.

Work on days off

For required collective work on days off which finishes before 10.00 am or is due to circumstances that are not attributable to the employer, overtime allowance for a minimum of three hours is paid. For other work which finishes after 10.00 am, overtime allowance for a minimum of four hours is paid. Specific employees performing different service functions are paid for a minimum of two hours, or at least three hours if the work finishes after 12 noon.

For overtime on Constitution Day (5 June) of up to one hour immediately after the end of normal working hours, overtime allowance for two hours is payable. For longer overtime, the rules on work on days off apply.

Overtime on special occasions

If overtime is scheduled for weeks with weekday holidays or periods with large supplies, a plan for this must be discussed with the shop steward and notice must be given well in advance.

The principles to be used for such planning must be discussed in the works council.

Dairy:

If a compensatory day off for work on a Sunday is cancelled, the Sunday overtime rate is paid in accordance with this provision.

Furthermore, the following applies to day shifts:

If a compensatory day off for work on a weekday holiday is cancelled, the Sunday overtime rate is paid in accordance with this provision.

Saturday allowance

For day work on Saturdays, a Saturday allowance is paid for the same period and at the same rates as stipulated for shift work.

Allowance for working between 6.00 am and 7.00 am

If the enterprise has to use employees not covered by two-shift or three-shift operation during the hour from 6.00 am to 7.00 am, an allowance of DKK 28.02 (1 May 2010) for this hour on weekdays is paid. From 1 March 2011, this will be increased to DKK 28.58.

15. Notice of overtime

Notice of overtime for more than one hour must, as far as possible, be given the day before.

In the absence of such notice, one hour's standard wage according to the collective agreement must be paid.

Special provision for: Tobacco, 146, Meat, Dairy

Tobacco:

The provisions in the box above do not apply to Tobacco.

146:

Notice

If overtime is required, notice must be given to each of the employees at least two hours before the end of normal working hours with the exception of standard work not exceeding one hour.

If the employer requests that the employees work overtime without giving the prescribed notice, an allowance of 100% is paid for the first hour of overtime = twice (hourly rate + overtime allowance).

Meat:

Notice of overtime

Notice of overtime not exceeding one hour is not required. Notice must be given of overtime exceeding one hour the preceding day before the end of normal working hours, at the latest.

Dairy:

Notice of overtime

Notice of overtime must be given four hours before the end of normal working hours, at the latest.

16. Time off in lieu

The parties agree that overtime work must be performed to the required extent and that overtime must be limited as far as possible.

The individual employees are entitled to take the number of hours off corresponding to the number of overtime hours worked.

If employees wish to exercise this right to take time off in lieu, the enterprise must be notified and the rules must be discussed locally. Time off in lieu must be scheduled for a time convenient for both parties.

17. Meal breaks and other breaks during overtime

For overtime of more than one hour's actual work, the employee is entitled to a 15-minute paid break.

For overtime remunerated by more than three hours, the employee is entitled to a 30-minute paid break.

Special provision for: Tobacco, S/C, Meat, Processing

Tobacco:

The provisions in the box above do not apply to Tobacco.

S/C:

Meal breaks during overtime

For overtime of more than one hour, employees are entitled to a 30-minute unpaid break. For overtime of more than two hours, employees are entitled to an additional 30-minute break which will be included in the overtime.

Meat:

For each three-hour period of actual overtime, DKK 56.61 is paid (1 May 2010). From 1 March 2011, this will be increased to DKK 57.74 for a 30-minute break.

Processing:

Meal breaks during overtime and work on days off will not be deducted from the hourly payment.

In connection with overtime on days off, employees are entitled to meal breaks at the times when such breaks are taken on normal working days. If overtime ends before 1.00 pm, only one meal break is held.

Overtime before normal working hours

If the overtime work is started one hour before normal working hours, a 15-minute rest break is taken. If the overtime work is started two hours before normal working hours, a 30-minute rest break is taken.

Overtime after normal working hours

For overtime of more than one hour, a 30-minute rest break is taken before the start of the overtime work. In addition, a 30-minute rest break is taken for every three hours of actual overtime work.

18. Overtime during shift work

| |
|---|
| For overtime for employees on shift work, overtime allowance is paid in addition to the applicable shift allowance. |
|---|

**Special provision for: Processing
Overtime during shift work**

A – Before or immediately after normal working hours

For overtime before or immediately after the second and third shifts, overtime allowance is paid in addition to the applicable shift allowance.

B – Not immediately before or after normal working hours

For overtime which is not immediately before or after the normal working hours of the second and third shifts, overtime allowance is paid.

C – Weekday holidays and days off

Overtime on days off, including weekday holidays, is excluded from the provisions in B above if such overtime is scheduled for the normal working hours for the shift on weekdays.

Overtime allowance and the shift allowance for weekdays are paid.

For overtime on weekday holidays, the weekday holiday advance is paid, cf. the provisions on weekday holidays.

PART 4 – EMPLOYMENT PROVISIONS AND TERMINATION

19. Employment provisions

- (1) If employees are employed for more than one month with more than eight weekly working hours on average, an employment contract must be drafted. Such contract must be handed to the employee one month after the start of employment, at the latest. The employment contract must contain, as a minimum, the information highlighted in the employment contract contained in "Protocols and other agreements".
- (2) If the information highlighted in the employment contract in "Protocols and other agreements" is changed, and if the provisions in subclause (7) below regarding secondments are amended, the employee must be notified forthwith and not later than one month after such change or amendment taking effect.
- (3) The parties recommend that the employment contract in "Protocols and other agreements" is used.
- (4) If an employment contract has not been provided to the employee within the deadlines fixed in subclauses (1), (2), (5) or (7), the issue may be settled in accordance with the provisions in the collective agreement on settlement of industrial disputes. Penalty will not be payable if an employer who, after having been instructed to provide the employment contract at a meeting between the organisations, has complied with such instructions within five days, at the latest, unless such employer has systematically failed to comply with the provisions on employment contracts.
- (5) These provisions entered into force on 1 November 1993 and apply to employees employed on or after 1 November. If an employee who was employed before 1 November 1993 requests an employment contract, cf. subclause (1) above, the employer must draft such employment contract within two months of such request.
- (6) Employees who were provided with an employment contract before 31 October 1993, which contract complies with the requirements laid down in the Danish Act on Employers' Duty to Inform Employees of the Terms of the Employment and which refers to one of the collective agreements made between DI and NNF's trade areas, are not entitled to a new employment contract under these provisions. Any disagreements on such employment contracts arising after 1 November 1993 must be settled in accordance with the procedure in subclause (4) above.
- (7) In connection with secondment of employees abroad for more than one month, a written agreement must be made before the employee's departure on working hours, wages and working conditions, transport, currency to be used for payment of wages, any allowances in cash or in kind during the secondment, including board and lodging, the expected duration of the work performed abroad, any insurance policies taken out for the employee and the terms of any continued employment in Denmark. This provision supplements the above provisions on employment in Denmark.

Reference is made to: Protocols and other agreements.

20. Employment of foreign employees

Reference is made to: Protocols and other agreements.

21. Termination – Employer

For employees who have been employed at the same enterprise for the periods of time provided below without other interruptions than those mentioned below, the following notice periods apply.

See the table below.

The employee must resign at the end of a week (does not apply to 24, Dairy).

Subject to written agreement, an employee may continue to work for up to 14 days after the time of resignation notified without a new notice being required (only applies to 111 and S/C).

| | After week(s) | After month(s) | After year(s) | Notice period |
|--|---------------|---------------------------|--|---|
| 23 | | | 1 year 2 years 5 years | 1 week 2 weeks 4 weeks |
| 24 | | 6 months | 2 years 5 years | 1 week 3 weeks 4 weeks |
| 111 | | 9 months | 2 years 5 years | 2 weeks 4 weeks 6 weeks |
| 146 | | 3 months | 1 year 2 years 4 years 8 years | 1 week 2 weeks 3 weeks 4 weeks 5 weeks |
| S/C | | 0-6 months 6-12 months | 1 year 3 years 5 years 6 years | 1 week 2 weeks 3 weeks 4 weeks 6 weeks |
| OM employed on hourly wages and monthly wages after 1 June 1985 <i>x) Reference is made to: Protocols and other agreements.</i> | | 6 months | 1 year 5 years | 1 week 3 weeks 4 weeks |
| Tobacco | | | 1 year 2 years 3 years 5 years 6 years The age of | 9 working days 18 working days 36 working days 45 working days 54 working days 90 working days |

| | | | | |
|-------------------|----------|---|--|--|
| | | | 50 and 8 years | |
| Meat | 8 weeks | From the age of 18. For apprentices who have served their apprenticeships at the same enterprise, the apprenticeship period is included | 1 year 2 years 5 years 8 years | 1 week 2 weeks 3 weeks 6 weeks 9 weeks |
| Processing | 13 weeks | | 1 year 2 years 4 years 6 years | 1 week 2 weeks 4 weeks 5 weeks 6 weeks |
| Dairy | | 1 month | 1 year 2 years 5 years 10 years | 1 week 3 weeks 6 weeks 10 weeks 15 weeks |

22. Termination – Employee

| Termination by the employee | | | | | |
|---|---|----------------|---------------|-------------------|--------------------------------|
| Notwithstanding the employee's duty to give notice, the employer should not refuse to agree to earlier resignation if the employee documents that the employee would only be able to accept an offer for a permanent position if the notice period is waived. | | | | | |
| | After week(s) | After month(s) | After year(s) | Notice | For resignation |
| 23 | If an employee resigns from the enterprise without giving at least three days' notice, the employee will be obliged to pay compensation to the enterprise corresponding to the hourly wages for the number of days of non-compliance. | | | | |
| 24 | After six months of employment, the employee must give at least three days' notice. If an employee resigns from the enterprise without giving at least three days' notice, the employee will be obliged to pay compensation to the enterprise corresponding to the hourly wages for the number of days of non-compliance. | | | | |
| 111 | | 9 months | 5 years | 7 days 14 days | At the end of the week |
| 146 | | 3 months | 3 years | 7 days 21 days | At the end of the payroll week |

| | | | | | |
|-------------------|----------|--------------------------|---------------------|--|---|
| S/C | | < 6 months > 6 months | 5 years 10 years | day-to-day 7 days 14 days 28 days | If the employee fails to give notice, he or she must pay compensation to the employer corresponding to the hourly wages for the number of days of non-compliance. |
| OM | | | 1 year 3 years | 3 days 6 days | |
| Tobacco | | | 1 year 2 years | 3 working days 6 working days | |
| Meat | 8 weeks | | | 7 days | Friday at the end of working hours |
| Processing | 13 weeks | | | 7 days | Friday at the end of working hours |
| Dairy | | 1 month | 1 year | 7 days 14 days | |

Special provision for: OM

Reference is made to: Protocols and other agreements.

23. Dismissal in connection with sickness, injury and holiday

Special provision for: Meat, Processing, Dairy

Meat, Processing:

Dismissal during absence due to sickness and holiday

- (1) An employee may not be dismissed during absence due to injury and holiday. This also applies to employees who have been absent due to sickness for more than three weeks at the time of dismissal, cf. however subclause (2) below. Such dismissal is subject to prior consultation with the shop steward.
- (2) However, after absence due to sickness for a consecutive period of more than 13 weeks or periods of a total of 26 weeks during the immediately preceding 12 months, the employment is regarded as having been terminated. This does not apply to employees who are injured during working hours or employees with at least two years' seniority, provided that they have notified the enterprise in writing on a reply card submitted by the enterprise that they wish to continue their employment with the enterprise before the expiry of the above deadlines. This must be confirmed every 13 weeks. After one year of absence, the employment is generally regarded as having been terminated.
- (3) If an employee is dismissed at such a time that the employee's holiday will fall fully or partly within the notice period stipulated by collective agreement, the employee is entitled to request a postponement of the holiday until after the notice period, and the enterprise must accommodate such request as far as possible.

Dismissal in connection with company closures and mass redundancies

(a) Company closures:

All employees may be dismissed, including employees who are absent at the time of dismissal due to sickness, injury and holiday.

(b) Closure of production departments:

All employees in the relevant department may be dismissed, including employees who are absent at the time of dismissal due to sickness, injury and holiday.

(c) Discontinuation of production affecting several production departments:

All employees who work primarily on the relevant production may be dismissed, including employees who are absent at the time of dismissal due to sickness, injury and holiday.

(d) Mass redundancies where the enterprise selects employees from among all employees at the enterprise:

Employees who are absent due to sickness for more than three weeks, injury and holiday may not be dismissed. Further reference is made to the Danish Act on Mass Redundancies and the guidelines therefor. In the event of disagreement between the local parties on the dismissals, an industrial procedure may be instituted.

Dairy:

Employees who are entitled to a notice period of 21 days or more may not be dismissed during the first three months of the period in which they are unfit for work due to documented sickness.

24. Seniority provisions, interruption, loss

a. The employment is not interrupted:

1. during sickness
2. during military service
3. during pregnancy, maternity, paternity and parental leave
4. in case of reemployment if the interruption of employment was due to machine stoppage, material shortage, shortage of work or the like. (For Meat and Processing: Reemployment must take place within six months).

b. The following periods of absence are included in seniority calculations:

1. childcare leave created by law
2. pregnancy, maternity, paternity and parental leave
3. sickness for up to three months (does not apply to Meat and Processing)
4. military service for up to three months (does not apply to Meat and Processing)
5. in connection with unemployment for more than 14 days due to lack of work, only the first 14 days are included in seniority calculations (does not apply to Processing).

c. Notice is not required:

1. in connection with unemployment due to other employees striking
2. in connection with machine stoppage, material shortage or other force majeure which stops operations fully or partly.

d. If an employee who is entitled to receive notice is dismissed without due notice being given, the employer must pay compensation to such employee corresponding to the hourly wages for the number of days of non-compliance.

Special provision for: 23, 24, 111, 146, S/C, OM, Tobacco, Meat, Processing, Dairy

23, 24, 111:

The provision on normal weekly working hours does not preclude the enterprise from reducing the weekly working hours for all or some of the employees for some reason or other, such as insufficient sales.

Notice of such reduction, which must be avoided as far as possible, must be given two days in advance, unless special circumstances render this impossible.

If the enterprise has to reduce operations for one or more hours on one day for reasons not attributable to the employees, the employer is not entitled to deduct from the employees' wages.

Following a temporary interruption of operations, the employer must mainly take on employees who have previously been employed in the industry.

24:

Employees who are or have been employed at a biscuit, cake and wafer factory for at least one year will keep their seniority if they are employed at a similar enterprise, provided that they are employed to do similar work and they have not left the industry for more than one year.

In addition, in order to keep seniority, the employee must present the required documentation before the end of the current payroll week.

Seniority is calculated by adding up employment periods in the same trade (trade means flour mill and grist mill, respectively) and will only be lost if the employee gives notice or refuses to turn up for work when an enterprise offers employment after a period of redundancy.

Employment periods will only be included if the employee is reemployed in the trade within one year.

146:

The notices stipulated in subclause (1) above may be reduced to 24 hours in the event that a strike in another area prevents production and distribution at the mills. However, it is assumed that the employees who have been dismissed are reemployed first on resumption of work.

S/C:

Seniority provisions

- a. Employees dismissed in accordance with the provisions stated in the box in clause 21 or as a result of interruption of operations as described in the box above, who accept reemployment at the same enterprise when offered within a period of one year, will keep the seniority earned previously at the enterprise. If the employees are able to document that they have not had other work in the period of unemployment during a period of two years, the above will be increased from one to two years. However, these provisions do not apply if the work offered is for less than two months during the Christmas season.
- b. Employees dismissed in accordance with the provisions stated in the box in clause 21 or as a result of interruption of operations as described in the box above, who are reemployed at the same enterprise at their own request without such reemployment having been offered to them, will not keep the seniority earned previously at the enterprise.

- c. Employees who have resigned but who are later reemployed, whether at their own request or not, will not keep the seniority earned previously at the enterprise.

OM:

However, employees who have been dismissed by the enterprise giving the required notice may be offered reemployment for a shorter period than the notice period, subject to written notice in each case at the start of work. If employment is extended for more than 14 days (two working weeks), a renewed notice must be given relative to the seniority earned.

Tobacco:

In addition, seniority is earned during periods of unemployment due to temporary closure caused by lack of work, machine stoppage, force majeure and during other absence agreed with the employer.

With regard to the calculation of seniority, absence due to legal work stoppage is included in the seniority calculations.

If an employee is dismissed from an enterprise and the employer fails to observe the above rules, the case may be settled as an industrial dispute. The same applies if an employee leaves an enterprise without giving the required notice.

Employees who have earned seniority at an enterprise will lose such seniority if they leave the enterprise of their own accord or at their own fault, and otherwise if they are not reemployed within one year from the day of resignation. If a young employee continues to work at an enterprise after having attained the age of 18, the period of employment before such time will be included in the seniority calculations.

"Working days" during the notice period include Saturdays off and any days off in lieu in accordance with the applicable rules.

The employer is not obliged to give notice of transfer of an employee from one position to another at the same enterprise.

If the employee is dismissed due to infringement of the regulations applicable to the enterprise, including unlawful removal of raw material, semi-finished products, finished products, tools and equipment and the like or due to infringement of the tobacco product and visitation regulations, the employer will not be obliged to give notice.

The employer is not obliged to give notice if the dismissal is due to other employees' wildcat strike or notice of a strike, or if operations are fully or partly discontinued due to force majeure, material shortage, machine stoppage or the like – including closure for up to two weeks due to shortage of work – which is not attributable to the enterprise.

Meat:

On dismissal, the local shop steward or spokesperson must be notified.

Employees dismissed due to shortage of work are guaranteed at least 11.11% more than the highest rate of unemployment benefits during the period of unemployment. If the employees are released from their duties during the period of unemployment, the same rate is payable.

Meat Processing:

Compensation for failure to give notice

If an employee resigns from the enterprise without giving due notice, such employee must pay compensation to the employer corresponding to his or her hourly wages for the number of days of non-compliance.

However, for employees, such compensation cannot exceed a weekly wage according to the collective agreement.

Summary dismissal

If an employee commits gross misconduct, such employee may be dismissed summarily.

After having notified the shop steward and investigated and assessed the event, the enterprise must instruct the employee to leave the enterprise immediately.

In such event, the employee is only entitled to wages up to the time of such summary dismissal. On the same day, a written report about the event must be prepared. The shop steward is obliged to object immediately in writing if he or she disagrees with the report.

In the event of dismissal where there is no cause of summary dismissal, or where the employer has not immediately exercised its right to dismiss the employee summarily, the employee is entitled to wages for the notice period stipulated by collective agreement. An employee who has been dismissed summarily is always entitled to have his or her case heard at an organisation meeting where he or she is entitled to account for the case.

Dairy:

Employees who are dismissed and who accept reemployment when offered within a period of one year will keep the seniority earned previously at the enterprise. If the employees are able to document that they have not had other work in the period of unemployment during a period of up to two years, the above will be increased from one to two years.

However, employees who have resigned from the enterprise with the required notice may be offered reemployment for a shorter period than the notice period, subject to written notice in each case at the start of work.

If an employee who, pursuant to the above, is entitled to receive a notice is dismissed for reasons not attributable to him or her without due notice being given, or if such employee leaves the enterprise without giving due notice, the employee must pay compensation to the employer at an amount corresponding to the employee's hourly wages for the number of days of non-compliance.

In the event that the notice period is 14 days or longer, neither party may terminate the employment during holiday.

25. Job security and competence development

Severance pay for employees with long seniority

(Does not apply to Processing)

1. If an employee who has been employed at the same enterprise for a consecutive period of three, six or eight years is dismissed without any fault on his or her part, at the time of the employee's resignation, the employer must pay special severance pay of one, two or three times, respectively, DKK 5,000.00.
2. The provision in subclause (1) above does not apply if the employee has found other employment, receives pension or does not receive unemployment benefits for

any other reason at the time of resignation. Finally, severance pay will not be paid if the employee is employed on terms similar to those in the Danish Salaried Employees Act or is already entitled to severance pay, extended notice period or similar terms putting the employee in a more favourable position than the general notice provisions in the collective agreement.

3. Employees receiving severance pay under subclause (1) above and who keep their earned seniority in connection with reemployment will not be entitled to receive severance pay again before the conditions in subclause (1) above have been met in relation to the new employment.
4. This provision does not apply to dismissals after 1 May 2010.
5. For part-time employees, the amount will be reduced pro rata.

The parties agree that this provision does not apply in connection with lay-off. This applies regardless of the terminology used in the specific case, as long as the employment is interrupted, and such interruption is by nature temporary. If such interruption which was intended to be temporary later proves to be permanent, the employer's obligation under this provision will become effective.

Employees who have been employed at the enterprise for at least two years, and who are dismissed due to restructuring, cutbacks, company closures or other circumstances attributable to the enterprise, are entitled to participate in a relevant course of up to two weeks' duration within, for example, AMU (adult vocational training programmes), FVU (preparatory courses for adults) or other programmes with public grants at employment benefit level, unless the employee (does not apply to Meat) has completed two weeks of further and supplementary training within the past two years. (Dairy: Full wages are paid during the training period.)

The grant will be paid to the enterprise.

The employer will cover the costs of participation up to DKK 1,500.00.

The course must be delivered during the notice period.

However, these rules do not apply to employees entitled to early retirement benefits or a pension from the employer or the Danish State.

Special provision for: 146, Processing

146:

Severance pay

If, after resignation, an employee will receive early retirement benefits, state pension or disability pension, an amount corresponding to a minimum of four weeks' wages will be paid.

Severance pay is subject to seven years' seniority.

Processing:

Job security agreement

(1) Company closures and mass redundancies

In the event of company closures (with the exception of bankruptcy) and mass redundancies under the Danish Act on Mass Redundancies, the enterprise will pay to the employees having more than four years' seniority at the time of resignation severance pay of DKK 20,000.

In addition, the following is paid for each seniority year:
From four years up to and including nine years DKK 1,800
From 10 years up to and including 18 years DKK 2,300
From 19 years DKK 2,800

The increase will take effect at the start of the seniority year.

The criteria laid down in the Act for identifying mass redundancies apply; however, the number of redundancies is fixed at 15 employees covered by the collective agreement in relation to entitlement to severance pay under this provision.

The enterprise's payment obligation in connection with redundancies of between 15 and 29 employees covered by the collective agreement will only apply in the event of relocation of all or parts of production or parts thereof from one production site to another in Denmark or abroad. However, this payment obligation will not apply if the cause of the redundancies is seasonal fluctuations or insufficient sales.

It is a condition for payment of severance pay that the employee in question has not been transferred to another position in the group/enterprise and that the employee stays at the enterprise until the planned time of resignation. Employees who have been transferred to another position in the group/enterprise, but who are then dismissed within a period of six months due to shortage of work, are entitled to severance pay.

In connection with company closures and mass redundancies in accordance with the Danish Act on Mass Redundancies, the enterprise is obliged to negotiate the drafting of a social plan with the employees. The purpose of this plan is to offer the affected employees the best possible conditions for planning and realising their future job and training objectives.

(2) Dismissal through no fault of the employee

Employees who are dismissed through no fault of their own, have attained the age of 35 and have a minimum of eight years' seniority are entitled to severance pay of DKK 17,500. In addition, DKK 1,500 per commenced seniority year is paid for each seniority year exceeding eight years.

It is a condition for payment of this severance pay that the dismissal is not due to other employees striking, cf. the box in clause 24, and that the employee has not received a written offer for reemployment within six months.

The amount may only be paid once.

(3) General

If the dismissed employee accepts employment at one of the group's other enterprises, no severance pay is payable; however, seniority is transferred to the new employment.

26. Employment contract

Reference is made to: Protocols and other agreements.

27. Medical examinations

Pursuant to current legislation, food enterprises are obliged to ensure that food is not contaminated by pathogenic microorganisms.

In consideration of the enterprise's operations, the enterprise may request that people provide health information if they come into contact with food.

The purpose of such health information is to ensure that the new employee does not have an illness, does not carry an illness or has not had an illness which may be transmitted to food.

This duty to provide information only applies in the circumstances described above.

The enterprise's keeping of such health information is subject to the employee's consent. The information may not be kept for longer than what is necessary in consideration of operations.

The organisations have prepared a standard form for use for obtaining the required health information, which form may be ordered from the organisations.

28. Employees employed on terms similar to those in the Danish Salaried Employees Act

Reference is made to: Protocols and other agreements.

PART 5 – HOLIDAY AND TIME OFF

29. Holiday

The Danish Holiday Act applies in addition to the agreements stated in the collective agreement, the special provisions and local agreements with special status.

30. Holiday entitlement

On full employment in a qualifying year (the calendar year), an employee is entitled to five working weeks of holiday (25 weekdays).

An employee is entitled to 2.08 days of holiday per month. In connection with employment of a shorter duration than one month, the holiday will be calculated in proportion to the duration of the employment period.

31. The holiday year

Holiday entitlement is earned during the calendar year from 1 January to 31 December (the qualifying year). The holiday must be held from 1 May to 30 April following the qualifying year (the holiday year).

32. Timing of the holiday

The time of the holiday must be fixed by the employer after consultation with the

employees.

The main holiday must be held in the period from 1 May to 30 September.

The employer must inform the employees of the time of the main holiday not later than three months before the start of the main holiday and not later than one month before the start of the holiday for any remaining holiday.

Special provision for: Tobacco

Tobacco:

If the enterprise closes down for the main holiday to be held in the period from 1 May to 30 September, the employer must inform the employee of the time of the main holiday before 1 January of the year in which the holiday is to be held. In the event of any major production or sales irregularities in the period before 15 May, the time of the main holiday will be renegotiated.

33. Holiday allowance/pay

Pursuant to sections 25 and 26 of the Holiday Act, holiday allowance amounts to 12.5%. It must be spent in the year following the end of the qualifying year from 1 May to 30 April.

Holiday allowance is payable one month before the first day of the holiday, at the earliest.

Special provision for: Processing

Processing:

Entitlement to holiday allowance during a period of absence due to sickness is conditional on the employee having been employed by the employer for at least six months before the start of the period of absence.

When calculating this time, account will be taken of any previous periods of employment within the past 24 months, provided that the resignation was not attributable to the employee.

Holiday allowance during a period of absence due to sickness and injury will be granted for a maximum of six months in total within a qualifying year and for a maximum of six months due to the same sickness or injury.

34. Unclaimed holiday allowance

Special provision for: 146, OM, Tobacco

146, OM:

Unclaimed holiday allowance will be allocated to NNF's holiday fund.

Tobacco:

Holiday pay which the employee has not claimed before the end of the holiday year in which the holiday should have been held will be transferred to the Labour Market Holiday Fund. However, subject to agreement between the parties at an enterprise and approval by the organisations and the Director-General of the Danish Working Environment Authority, unclaimed holiday pay may be used for holiday purposes for the employees employed at the enterprise.

35. Holiday guarantee scheme

The main organisations' standard agreement A on holiday cards applies.

Employees who resign from an enterprise must be issued a holiday card immediately after the end of the qualifying year. If an employee changes employer during the current qualifying year, the enterprise must notify the employee on resignation that the employee has holiday allowance due. Such notice must include information on the employment period and a request for the employee to inform the enterprise of any change of address.

The following information must be stated on the holiday card:

- a. The employee's name and address
- b. The duration of the employee's employment during the qualifying year
- c. The total wages paid to the employee
- d. The calculated holiday allowance, the tax at source deducted and the holiday allowance payable
- e. The number of holidays due

If on resignation the employee has not held the holidays earned at the enterprise during the previous qualifying year, a holiday card containing the remaining holiday and the same information as the holiday card will be issued.

Holiday allowance is part of the employee's wages, and if the employer fails to pay, it may, as for wages, be recovered through the courts. DI provides a guarantee for all holiday allowance earned, including any transferred holiday.

Special provision for: OM, Tobacco, Processing, Dairy

OM:

The holiday card issued must contain information on the daily holiday allowance amount.

In the event of suspension of payments, DI guarantees its members' payment of holiday allowance due, and the relevant union is obliged to assist its members in transferring their claims for holiday allowance to DI, cf. section 8 of Danish Act no. 116 of 13 April 1972 on the Employees' Guarantee Fund.

Subject to 14 calendar days' notice, DI may be released from its guarantee for one or more of its members. When such notice has been given, the Labour Market Holiday Fund (FerieKonto) applies to the enterprise(s) stated in the notice. Such notice may not be retroactive.

Tobacco:

A holiday card must be issued one month after the end of the qualifying year, at the latest.

It must be indicated that the holiday card will only be valid until the end of the holiday year.

On behalf of its members, DI guarantees payment of holiday allowance in the event that the preferential claim cannot be satisfied.

Processing:

Redemption of holiday card

When holiday is to be taken, the employee's current employer must make an endorsement on the holiday card about the holiday period. If the employee is unemployed at the time of the holiday, the holiday card must be endorsed by the unemployment fund to which the employee is affiliated. If the employee is not a member of an unemployment fund, the social welfare committee must make the endorsement. If the holiday is taken during compulsory military service, endorsement must be made by the military unit or relevant civil division of the Civil Defence Forces and, if serving with the civil defence service, the commanding officer.

If the employee does not take all of the holiday consecutively, the current employer (unemployment fund etc.) must make an endorsement on the card about the number of holidays to be held and the equivalent holiday allowance.

In such case, the enterprise issuing the holiday card must pay out the amount now due for payment and issue a new holiday card for the remaining holiday and amount in accordance with the above rules.

The enterprise and the union must check that the holiday corresponding to the amount is held.

Dairy:

In the event of suspension of payments, DI guarantees its members' payment of holiday allowance due, and in such case, NNF is obliged to prove its members' claims against estates etc. as preferential claims.

Subject to 14 calendar days' notice, DI may be released from its guarantee according to the above provision for one or more of its members.

When such notice, which may not be retroactive, has been given, the national holiday card system will apply to the enterprise(s) stated in the notice.

36. Employee unable to take holiday

Employees who are unable to take holiday for one of the reasons stipulated in the Holiday Act are entitled to holiday allowance without taking holiday. Reference is made to the provisions in the Holiday Act.

37. Disagreements

All disagreements arising as a result of the above provisions may be heard in accordance with the rules on industrial disputes.

38. Other holiday provisions

Special provision for: 24

24:

Holiday agreement in accordance with the protocol of 18 January 1977.

39. Free-choice scheme

The free-choice model was established in connection with the renewal of the collective agreements in 2007 as a means of accommodating individual employee requests regarding time off, pension and wages.

It is a condition that choices are made in consideration of the need to continue to ensure efficient and competitive production at the individual enterprise.

Accrual scheme

3.25% of the employee's holiday-qualifying wages is allocated to the free-choice account.

Use

The individual employees must make their choice by 8 December of every year to take effect in the subsequent calendar year.

Employees have the following options:

(a) Wages

If the employee chooses wages, the agreed percentage will be paid by instalments, perhaps as a fixed amount.

(b) Pension

To be entitled to choose the pension option, the employee must be covered by a labour market pension under the collective agreement.

If the employee chooses pension, the agreed percentage will be paid by instalments to the pension company as an extraordinary contribution. In connection with calculation of holiday allowance, tax etc., this amount is considered an ordinary pension contribution. Payment of an extraordinary pension contribution does not imply that an employer's contribution must be paid.

(c) Time off

If the employee chooses time off in the form of extra holidays, the agreed percentage will be deposited by instalments in the employee's free-choice account. Five instalments of 0.4% may be deposited.

Extra holidays must be taken on an ongoing basis as agreed between the enterprise and the individual employee. Extra holidays must be held and timed in consideration of the enterprise's interests, and the individual employee's preferences must be accommodated as far as possible.

If an employee so requests and the enterprise accepts such request, the extra holidays may be converted to and split into hours off.

The extra holidays must be held within one year of the employee earning them, subject to agreement between the enterprise and the individual employee.

In connection with extra holidays, an amount is withdrawn from the employee's free-choice account to cover the relevant income loss. However, the amount disbursed may never exceed the balance from time to time on the employee's free-choice account.

Combinations

Employees may choose more than one option. However, options may only be chosen once a year and the choice is binding on the employee.

Settlement of the free-choice account

The free-choice account is settled once a year. Any balance is paid to the employee in connection with the second payment of wages of the following year, at the latest.

Resignation

Extra holidays may not be taken during the notice period, unless otherwise agreed between the enterprise and the individual employee.

On resignation, the free-choice account will be settled and any balance will be paid with the last payment of wages from the enterprise.

For employees who, under the 2004-2007 collective agreement (Tobacco, 146), were and still are entitled to five fully paid extra holidays, 1.0% of the employee's holiday-qualifying wages are made available to the employee with effect from 1 May. For each extra holiday which the employee does not wish to take during the subsequent calendar year, 0.45% of the employee's holiday-qualifying wages per day will be allocated to the free-choice account, however, no more than five days, corresponding to 2.25%, for wages and/or pension at the employee's discretion.

If an employee so requests and the enterprise accepts such request, the extra holidays may be converted to and split into hours off.

Use

No later than 8 December of every year, the individual employee must choose whether the extra holidays and the percentage are to be converted to wages and/or pension with effect for the subsequent calendar year.

Employees have the following options:

(a) Wages

If the employee chooses wages, the agreed percentage will be paid by instalments, perhaps as a fixed amount.

(b) Pension

To be entitled to choose the pension option, the employee must be covered by a labour market pension under the collective agreement.

If the employee chooses pension, the agreed percentage will be paid by instalments to the pension company as an extraordinary contribution. In connection with calculation of holiday allowance, tax etc., this amount is considered an ordinary pension contribution. Payment of an extraordinary pension contribution does not imply that an employer's contribution must be paid.

Combinations

Both combinations may be chosen at the same time. However, options may only be chosen once a year and the choice is binding on the employee.

The extra holidays which the employee has chosen to take in the subsequent calendar year, which choice must be made by 8 December of every year, must be taken during the year as agreed between the enterprise and the individual employee with due consideration of the enterprise's interests and the employee's wishes as far as possible.

Resignation

Extra holidays may not be taken during the notice period, unless otherwise agreed between the enterprise and the individual employee.

If the employee has not taken the number of extra holidays which he or she is entitled to based on employment during the calendar year, compensation for unused extra holidays is payable.

Special provision for: Processing

Processing:

Purpose

The free-choice model was established as a means of accommodating individual employee requests regarding time off, pension and wages.

It is a condition that choices are made in consideration of the need to continue to ensure efficient and competitive production at the individual enterprise.

Accrual scheme

3.2% of the employee's holiday-qualifying wages is allocated to the free-choice model.

During absence due to sickness or injury for up to six months, during the maternity and paternity leave stipulated by collective agreement and during paid training periods, allocations to the free-choice account will continue unchanged, cf. clause 57(1) of the 2001 collective agreement, with the addition of the fifth extra holiday introduced in connection with the renewal of the collective agreements in 2003.

Use

The individual employees must make their choice on how to use the free-choice model by 8 December of every year. This choice will take effect for the subsequent year. However, options may only be chosen once a year and the choice is binding on the employee.

Employees have the following options:

(a) Wages

If the employee chooses wages, the agreed percentage will be paid by instalments, perhaps as a fixed amount.

(b) Pension

To be entitled to choose the pension option, the employee must be covered by a labour market pension under the collective agreement.

If the employee chooses pension, the agreed percentage will be paid by instalments to the pension company as an extraordinary contribution. In connection with calculation of holiday allowance, tax etc., this amount is considered an ordinary pension contribution. Payment of an extraordinary pension contribution does not imply that an employer's contribution must be paid.

(c) Time off

If the employee chooses time off in the form of extra holidays, the agreed percentage will be deposited by instalments in the employee's free-choice account. Extra holidays must be taken on an ongoing basis as agreed between the enterprise and the individual employee. Extra holidays must be taken and timed with due consideration of the enterprise's interests and the individual employee's preferences as far as possible.

If an employee so requests and the enterprise accepts such request, the extra holidays may be converted to and split into hours off.

The extra holidays must be taken within one year of the employee earning them, subject to agreement between the enterprise and the individual employee.

In connection with extra holidays, an amount is withdrawn from the employee's free-choice account to cover the relevant income loss. However, the amount disbursed may never exceed the balance from time to time on the employee's free-choice account.

Combinations

The employee may choose a combination of the above three options divided into six portions of 0.45%.

Settlement of the free-choice account

The free-choice account is settled once a year. Any balance is paid to the employee in connection with the second payment of wages of the following year, at the latest.

Resignation

Extra holidays may not be taken during the notice period, unless otherwise agreed between the enterprise and the individual employee.

On resignation, the free-choice account will be settled and any balance will be paid with the last payment of wages from the enterprise.

40. Weekday holidays

Payment for work on weekday holidays either takes the form of an accrual scheme or a wage payment scheme.

The following days are weekday holidays: New Year's Day, Maundy Thursday, Good Friday, Easter Monday, Whit Monday, "General Prayer Day" (fourth Friday after Easter), Ascension Day, Christmas Day and Boxing Day.

41. Weekday holiday account

Allocated amount

In order to secure payment for the employees on weekday holidays, the employer will allocate an amount corresponding to 3.5% of the employee's holiday-qualifying wages for each employee. This amount includes holiday allowance of the weekday holiday payment.

During sickness and injury, weekday holiday payment is allocated from the wages according to the same provisions as apply to the calculation of holiday allowance, cf. the Danish Holiday Act.

Advance payment

Immediately after being employed, the employee is entitled to weekday holiday payment with the advance payment stipulated. If the balance is negative, the deficit will be set off against the next weekday holiday account.

Any amount due to the enterprise may be set off against wages due in connection with the termination of the employment.

The amount allocated for each employee will be settled every year at the end of the last

payroll week (end of the calendar year). Any deficit in the weekday holiday account cannot be transferred to the account for the next calendar year but will be regarded as debt owing to the enterprise, which debt may be set off in any wages due.

The daily advance payments are:

| | Adult employees | Part-time employees | Employees under 18 |
|------------|-----------------------------|----------------------------|---------------------------|
| 23 | DKK 441.00 | | DKK 275.00 |
| 24 | DKK 441.00 | DKK 275.00 | DKK 275.00 |
| 111 | DKK 441.00 | | DKK 286.65 |
| S/C | DKK 441.00 | | DKK 275.62 |
| OM | DKK 441.00 | | |
| Meat | DKK 441.00 | | DKK 221.00 |
| Processing | DKK 750.00 | | |
| | (weekend work DKK 1,500.00) | | |
| Dairy | DKK 555.00 | | DKK 365.00 |

Conditions for advance payments

1. It is a condition for receiving an advance payment that the employee is working on the last working day before and – to the extent that the employer is willing to employ the employee – the first working day after the weekday holiday(s) and any holiday and/or closing days immediately before or after such weekday holiday(s).
2. Documented sickness or absence not attributable to the employee as well as absence approved by the employer are not considered unlawful absence if the employee obtains such approval from the employer on the first working day after the period of absence.
3. If the employer does not accept the employee's explanation for being absent, the employer must immediately notify the employee in order for the employee to be able to assess, in consultation with the employee's union, whether the employer's refusal to accept the absence is reasonable. Any disagreement on such issue may be made subject to an industrial procedure.

Forfeiture of advance payment

1. In the event that the employee fails to appear for work the day before and/or the day after the weekday holiday(s), and the employee's explanation for being absent is not approved, the employee will forfeit an amount corresponding to the mentioned advance payment. Such amount will then be deducted from the employee's weekday holiday account; however, no more than the balance on the account.
2. The above provision covers an individual employee's absence. If the absence is due to participation in collective work stoppage, the employee will forfeit his or her right to the above-mentioned advance payment; however, the amount will not be withdrawn from the employee's weekday holiday account, from which any balance will be transferred to holiday payment for the subsequent holiday year.

Work on a weekday holiday

In case of work on a weekday holiday, the employee is entitled to receive the advance payment in addition to the weekday holiday payment stipulated by collective agreement.

Payment

The weekday holiday payment allocated for each employee during the calendar year will be paid as an advance payment in connection with the individual weekday holiday and as a payment of the remaining balance which is paid with the holiday payment in

connection with holiday taken during the next holiday year (1 May – 30 April).

The advance payments are made for weekday holidays falling on Saturdays off or weekdays off, but not when falling on Sundays.

The above-mentioned advance payment will be made with the wages for the payroll period in which the weekday holiday(s) fall(s). If payment cannot be made at this time due to holiday or closure, it will be made on the next pay day.

Payment of the remaining balance

The remaining balance to be paid to the employees in connection with the holiday payment will be settled at the closing of the wages accounts for the 52nd payroll week at the same time as the tax statement. The advance payment for 1 January will always be withdrawn from the weekday holiday account for the preceding calendar year.

Termination of employment

1. An employee who changes employers will be provided with a certificate approved by the organisations at the time of resignation or at the end of the calendar year, at the latest. This certificate must contain the employee's name and date of birth and the weekday holiday payment due to the employee.
2. The amount due as stated in the certificate may be drawn from the enterprise or organisation responsible for payment according to the certificate at the time when the employee takes his or her holiday in the following holiday year.
3. Such payment must be made in accordance with the provisions on payment of holiday allowance.
4. Confirmation of the employee's holiday will take the form of an endorsement on the certificate in accordance with the provisions on endorsement of holiday cards.

On death, the balance on the weekday holiday account will be paid to the deceased's estate.

Special provision: 23, 24, 111, Processing

23, 111:

DI guarantees its member's payment of the weekday holiday payment due according to the certificate in accordance with the provisions stipulated in the main organisations' standard agreement A on holiday cards.

23, 24:

Weekday holiday payment due which has not been claimed by the end of the holiday year in which holiday should have been taken will be allocated to NNF's holiday fund.

111:

Weekday holiday payment due which has not been claimed by the end of the holiday year in which holiday should have been taken may be used as agreed by the parties, e.g. for a holiday event or a relief fund.

Processing:

The weekday holiday rate is a total of 4.00% of the employee's holiday-qualifying wages.

42. Full wages

Payment for weekday holidays and extra holidays corresponds to the number of hours that the employee should have worked on the day in question at the same rate as for working hours.

Payment of weekday holiday payment

The weekday holiday payment will be made with the wages for the payroll week in which the weekday holiday(s) fall(s).

Sickness/weekday holidays

If an employee is absent due to sickness on a weekday holiday, no weekday holiday payment will be paid. Instead, sickness benefits in accordance with the provisions of the Danish Act on Sickness Benefits or sick pay will be paid.

If an employee reports fit for work on a weekday holiday, normal weekday holiday payment will be paid.

Holiday/weekday holidays

Weekday holidays cannot be considered holidays as weekday holiday payment is payable for such days.

Work stoppage/weekday holidays

If a weekday holiday falls during a collective work stoppage, no weekday holiday payment will be paid.

Work on a weekday holiday

In case of work on a weekday holiday, the employee is entitled to receive the weekday holiday payment in addition to the payment stipulated by collective agreement.

Special provision: 146, Tobacco

146:

Time off on weekday holidays

The night before Maundy Thursday, "General Prayer Day" (fourth Friday after Easter) and Ascension Day, work will stop at 2.00 am.

On 24 and 31 December, work will stop at 6.00 am.

On Constitution Day (5 June), no work will be performed from 12 noon to 6.00 am.

1 May is a day off from 12 noon to 12 midnight against a wage deduction.

Tobacco:

Amount of the weekday holiday payment:

Employees are entitled to weekday holiday payment corresponding to their personal average wages. This amount includes holiday allowance of the weekday holiday payment.

For employees on the second and third shifts, the personal average wages will include shift allowance and any other allowances agreed locally.

43. Special days off and payment

Special provision for: 23, 24, 111, S/C, OM, Tobacco, Meat, Processing

23, 24:

1 May and Constitution Day (5 June)

Employees are entitled to stop work at 12 noon on 1 May. On such days, the enterprise is entitled to stop work completely (possibly in selected departments) if management does not consider it expedient to keep the enterprise in operation during the morning

hours because of the share of employees wishing to stop work at 12 noon. Wages will only be paid for the hours actually worked.

23, 24, 111:

Constitution Day (5 June) is considered a half weekday holiday.

S/C:

1 May and Constitution Day (5 June)

1 May is a full day off without payment. Any weekday holiday payment for this day must be agreed locally with the individual enterprise. Constitution Day (5 June) is considered a weekday holiday.

OM:

1 May and Constitution Day are considered full weekday holidays.

Tobacco:

1 May

1 May is a day off for the employees. However, employees in dispatch and delivery functions where a day off on 1 May would cause considerable inconvenience to the customers which could not have been remedied beforehand, or employees working with raw material or materials that would be destroyed due to the day off, may work until 12 noon on 1 May and in exceptional cases later than 12 noon.

Employees working until 12 noon on 1 May will receive wages for a full working day.

For work after 12 noon, employees will receive the same hourly rate as they have earned per hour under the above provision during the time from the start of the working hours to 12 noon.

If, in exceptional cases, it is necessary for compelling reasons to work on 1 May, the employees are obliged to do so.

The enterprise must notify the senior shop steward before 28 April of the extent to which work must be performed on 1 May.

Employers accept to limit work on 1 May as far as possible.

Constitution Day (5 June)

Constitution Day is considered a full weekday holiday in terms of payment.

Meat:

24 December, 31 December, 1 May and Constitution Day (5 June)

24 December is a full day off without wage deduction. On 31 December, work ends at 4.00 pm without deduction in the weekly wages.

1 May is a full day off without payment.

Urgent work on this day must be agreed with the shop steward and paid as overtime.

Constitution Day is a half weekday holiday and half weekday holiday payment is paid for this day. Work ends at 12 noon, at the latest, on this day.

Processing:

Work on 1 May, Constitution Day (5 June), 24 December and 31 December

On 1 May and Constitution Day, work ends at 12 noon. The employees are not entitled to wages for the time off. For Constitution Day, half of the advance payment will be paid, cf. the weekday holiday agreement.

Only one meal break will be held on these days.

24 December and 31 December are full days off without wage deduction.

In the event of sickness, maternity leave and injury, the payment obligation for 24 and 31 December will apply only for as long as the employer is obliged to pay sickness benefits, sick pay or maternity/adoption pay, cf. part 6.

44. Bereavement

Special provision for: Tobacco

Tobacco:

Paid days off in connection with bereavement

1. An employee is entitled to the required days off in connection with the death and funeral of a close relative.
2. Close relatives include spouse, live-in partner and children.
3. The days off are paid by the personal average wages for the day shift.
4. In connection with the death/funeral of a parent, the employee is entitled to one day off with personal average wages for the day shift.

PART 6 – SICKNESS, MATERNITY, SICK CHILDREN

45. Notification

Notification and documentation are subject to the provisions of the Danish Act on Sickness Benefits, unless otherwise agreed locally.

With due consideration being had to the above, the organisations recommend that local guidelines on the following are agreed:

- Notification for day shifts and, if relevant, evening/night shifts
- Documentation (e.g. solemn declaration and doctor's certificate or extended doctor's certificate stating the expected duration of the absence due to sickness)
- Delay in connection with notification and documentation

All employees must be informed of the agreements and rules agreed in connection with the above.

46. Partial sick day due to sickness/injury

Full wages are paid for the day when sickness or injury occurs during working hours.

Special provision for: Meat, Processing

Meat:

Sickness and injury

In the event of sickness and injury during working hours, the enterprise will pay full wages for the hours worked and the hourly rate according to the collective agreement for the remaining working hours. These are not holiday-qualifying wages.

Processing:

In the event of sickness or injury during working hours, the enterprise will pay full wages for the hours worked. Full wages will be paid for the remaining working day, subject to a maximum of DKK 123.50 per hour.

47. Conditions for and payment of wages during sickness absence

The employee must fulfil the conditions in the Danish Act on Sickness Benefits to receive sickness benefits from the employer.

The employer pays wages during sickness absence to employees who have been employed at the enterprise for a continuous period of at least nine months and who fulfil the conditions for entitlement to sickness benefits from the employer.

For temporary employment, it is a condition that the employee has at least six months' seniority from the enterprise within the past 18 months.

The employer pays full wages during sickness absence for up to six weeks from the first full day of sickness absence.

The employer pays full wages during absence due to accident or injury at the enterprise for up to seven weeks from the first full day of absence.

In the event of relapse due to the same illness within a period of 14 calendar days from the first working day after the last period of absence, the employer's payment period will be considered as beginning on the first day of absence in the first period of absence.

Special provision for: 23, 111, 146, OM, Tobacco, Meat, Processing, Dairy

23, 111, 146:

Visits to clinics

The enterprise pays up to four hours' wages for absence due to a documented visit to a clinic or specialist treatment (subject to one day's notice from the employee and provided that it is not possible for the treatment to be scheduled outside of the working hours).

111:

In the event of accident and injury, the employer pays wages for up to six weeks.

146:

Accident

If the sickness caused by accident leads to absence for more than seven weeks, the statutory sickness benefits are supplemented by up to 100% of the employee's average income (immediately before the accident) for up to 13 weeks in accordance with the above calculation.

Sickness

For employees who have been employed for at least 10 months during the past 12 months, if the sickness absence is longer than six weeks, the enterprise will supplement

by up to 90% (however, after five years of employment, up to 100%) of the average income in accordance with the above calculation for up to 14 weeks.

Supplementary sick pay is only payable for 15 weeks in a collective agreement year.

OM:

Industrial injury

For industrial injuries at the enterprise reported and accepted by the Danish Working Environment Authority, full wages are paid for up to seven weeks. Within the meaning of this provision, "full wages" means the average of the past two payroll periods, excluding overtime payment for the employee in question.

Reduced incapacity for work

Reduced sickness benefits may be payable in case of reduced incapacity for work in accordance with section 7(2) of the Danish Act on Sickness Benefits.

Visits to clinics

If the treatment of an illness or injury requires a visit to a specialist doctor or a hospital, the enterprise will pay wages for documented absence due to specialist treatment subject to a GP referral for up to four hours, provided that it is not possible for such treatment to be scheduled outside of working hours. Notice of such absence must be given the day before, at the latest.

Wages during sickness or injury absence for monthly-paid employees

- (1) If a monthly-paid employee becomes unfit for work due to illness, the resulting absence will be regarded as lawful absence for the monthly-paid employee, unless the employee has contracted such illness deliberately or by gross negligence during the time of employment, or has fraudulently failed to inform the employer of the illness before the start of employment.
- (2) However, the monthly-paid employee may be dismissed subject to one month's notice to expire at the end of a month if the employee has received continued wages in case of sickness covering a total period of 120 calendar days during the past 12 months.
- (3) In the event of sickness absence of more than 14 days, the enterprise is entitled to request information about the expected duration of the absence due to sickness from the monthly-paid employee's doctor or a specialist designated by such doctor without expense to the monthly-paid employee.
- (4) If the monthly-paid employee fails to comply with the above obligation, the enterprise may terminate the employment without notice.

Tobacco:

Absence due to industrial injury

During absence due to reported industrial injury, the personal average wages will be paid for up to 26 weeks, regardless of the length of the employee's employment.

Meat:

Wages during sickness and injury absence

It has been agreed that the employer will pay wages during sickness and injury absence to employees in accordance with the following guidelines.

For employees with nine months' seniority or more, the enterprise pays full wages for up to eight weeks from the first full day of absence, provided that the sickness or injury has been duly reported and documented. However, the last four weeks' wages are exclusive of nuisance allowance.

Processing:

Wages during sickness absence

For employees with 12 months' seniority or more, the enterprise pays full wages up to DKK 123.50 per hour for up to eight weeks, provided that the sickness or injury has been duly reported and documented.

The above amount is comprised of a supplementary payment to the rate of sickness benefits laid down by law plus labour market contribution.

Supplementary benefits in case of industrial injury

In case of absence due to industrial injury, the sickness benefits will be supplemented so that the sickness benefits and the supplementary benefits make up 100% of the average wages for the past four weeks before the accident.

The right to supplementary benefits also applies to absence due to injury occurring when the employee has changed clothes and is travelling to/from work at the enterprise, but before/after clocking in.

The supplementary benefits will be paid from the first absence day and for a maximum of 20 weeks.

It is a condition that the accident is reported immediately and on the same day to the foreman, that the mandatory safety equipment has been used and that the mandatory safety requirements have been met.

Dairy:

Wages during sickness and injury absence

The employer pays full wages during sickness absence for up to four weeks from the first full day of sickness absence. After four weeks' absence, the enterprise pays full wages for up to another four weeks, excluding nuisance allowance.

48. Basis of calculation for sick pay

The basis of calculation for sick pay is the employee's expected income loss per working hour, including systematically paid nuisance allowance during the sickness period.

If this amount is not known, the basis of calculation is the employee's income per working hour during the past four weeks before the absence, including systematically paid nuisance allowance and excluding irregular payments which are not related to the working hours actually worked during the period.

If the number of hours worked during the past four weeks is not known, the number of hours is calculated pursuant to the provisions in the Danish Act on Sickness Benefits (the ATP rules), and the sick pay for up to 37 hours a week is calculated as the number of hours multiplied by full wages.

Holiday allowance on sick pay is calculated in accordance with section 25 of the Danish Holiday Act.

49. Agreement pursuant to section 56 of the Danish Act on Sickness Benefits

If an agreement pursuant to section 56 of the Danish Act on Sickness Benefits has

been concluded, the employer will only pay sickness benefits as required by the provisions of the Act, unless the absence is due to another illness than that covered by the agreement pursuant to section 56.

50. Sick children

Employees and apprentices in training are entitled to take time off to care for their sick child/children under the age of 14 at home.

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

Full wages are paid for the child's first day of sickness, provided that the documentation required by the enterprise is produced.

Special provision for: Tobacco, Processing

Tobacco:

Paid time off to care for sick children

Employees having at least one year's seniority at the enterprise are entitled to take time off to care for their sick child/children under the age of 14 at home.

This only applies to one of the child's parents and only extends to two days off for children under the age of seven and one day off for children between the ages of seven and 14 and until such time as other care arrangements have been made. Regardless of the form of payment, sickness benefits are paid for this day/these days, provided that the documentation required by the enterprise, e.g. a solemn declaration, is produced. In addition, it is a condition that the employee's number of children and their dates of birth have been recorded by the enterprise.

Full wages are paid for absence due to sick children.

Processing:

Time off to care for sick children

An employee covered by the collective agreement and having at least six months' seniority at the enterprise is entitled to take time off with full wages up to DKK 123.50 per hour when required to take care of the employee's sick child/children under the age of 14 at home.

This only applies to one of the child's parents and until such time as other care arrangements have been made, and only extends to the child's first day of sickness.

The enterprise may require documentation, e.g. in the form of a solemn declaration.

Documentation for the absence due to sick children is considered as having been received in due time if the employee brings such documentation on the first day after the absence.

51. Hospitalisation

Employees and employees in training are entitled to take time off when it is necessary for them to be hospitalised with their child under the age of 14.

This only applies to one custodial parent and for a total of one week per child within a 12-month period.

The employee must produce documentation for such hospitalisation on request.

Payment is made at the rate applicable to time off to care for sick children.

Special provision for: Processing

Processing: Hospitalisation

Employees having at least six months' seniority are entitled to take time off when it is necessary for them to be hospitalised with their child. This rule only applies to children under the age of 14.

Full wages are paid up to a maximum of DKK 135.00 per hour.

52. Maternity/paternity leave

- a. Employees having nine months' seniority at the enterprise (12 months for Processing) at the expected date of delivery receive full wages during maternity leave from four weeks before the expected date of delivery and up to 14 weeks after delivery (pregnancy leave/maternity leave). Adopters receive full wages during maternity leave for 14 weeks after having received the child. Fathers receive full wages for up to two weeks' paternity leave subject to the same conditions. (The wages paid correspond to the wages that the employee would have earned during such period).
- b. The employer pays wages for up to nine weeks immediately following the 14 weeks' maternity leave for parental leave commenced on 1 July 2007 or later. Out of the nine weeks, each parent is entitled to payment for three weeks. Payment ceases if the leave reserved for the individual parent is not taken. The payment for the remaining three weeks is granted to either the father or the mother. The payment for these nine weeks corresponds to the wages the employee would have earned during the period up to a maximum of DKK 135.00 per hour.

As from 1 March 2011, the employer will pay wages for up to 11 weeks immediately following the 14 weeks' maternity leave. Out of the 11 weeks, each parent is entitled to payment for four weeks. Payment ceases if the leave reserved for the individual parent is not taken.

The payment for the remaining three weeks is granted to either the father or the mother. Absence and payment for these three weeks may be divided between the parents and assume that the parents are not absent on leave. The payment for these 11 weeks corresponds to full wages up to a maximum of DKK 135.00 per hour.

The above extension applies to parental leave commenced on 1 March 2011 or later.

It is a condition for payment that the employer is entitled to reimbursement corresponding to the maximum rate of sickness benefits. If the reimbursement is lower than this amount, the payment to the employee will be reduced correspondingly.

Parental leave must be taken immediately after the end of the 14 weeks' maternity leave, and each parent's leave must be taken for a continuous period.

Note

During the 14 weeks' maternity leave, increased pension contribution is paid, cf. clause 52.

c. All amounts comprise the maximum rate of sickness benefits laid down by law.

Increased pension contribution during maternity leave

For maternity leave commenced on 1 July 2007 or later, an extra pension contribution is paid during the 14 weeks' maternity leave for employees having nine months' seniority or more on the expected date of delivery. From 1 March 2011, the required seniority is changed to two months (five months for Processing).

| Employer contribution | Employee contribution | Total |
|-----------------------|-----------------------|--------------------|
| DKK per hour/month | DKK per hour/month | DKK per hour/month |
| 5.50/890.00 | 2.75/445.00 | 8.25/1,335.00 |

Special provision for: Processing

Processing:

Maternity/adoption pay

The amount to be paid under sections 52(a) and (b) is comprised of a supplementary payment to the rate of sickness benefits laid down by law plus labour market contribution.

PART 7 – SHOP STEWARDS

53. Election of shop stewards

At all enterprises with at least five employees – for large enterprises, normally in each department the employees may elect from among themselves a shop steward.

The position of shop steward will cease to exist if the shop steward was elected during a period with more than five employees and the number of employees has been reduced to less than five for a period of three months, unless both parties wish to maintain the position of shop steward.

If the employer does not wish to maintain the position of shop steward after the three months, the employer must notify DI in writing. This notice must immediately be forwarded to NNF.

At enterprises with less than five employees, a shop steward may be elected if the parties so agree.

Within the meaning of this provision, "enterprise" means a geographically limited unit.

Special provision for: S/C, OM, Tobacco, Meat, Processing, Dairy

S/C, OM, Tobacco:

In addition, a shop steward may be elected by each shift comprising five or more employees.

S/C:

At enterprises with more than 75 employees in the collective agreement area, the employees are entitled to elect two shop stewards, and at enterprises with more than 200 employees, they are entitled to elect four shop stewards. At enterprises with six employees or less, no shop steward is elected.

If an enterprise with more than 75 employees within the collective agreement area has a permanent evening shift with more than six employees, an additional shop steward may be elected by and from among these employees on the evening shift. At enterprises with more than 400 employees, a shop steward must be relieved from productive work in the production and receive wages corresponding to the average of the enterprise's top half.

OM:

If a department does shift work and/or works in permanent shifts, a shop steward may be elected for each of these shifts. However, the position of shop steward will cease to exist if the shift is closed down. However, the shop steward will be entitled to the maximum notice period pursuant to clause 63 (OM).

A shift consists of at least six people.

However, at enterprises with factory departments with six employees or less, no shop steward is elected, unless agreed by the parties.

Tobacco:

In addition, shop stewards may be elected by trade.

Meat, Processing:

One shop steward is elected for each enterprise.

Shift work

In connection with shifts with more than 30 employees, a deputy shop steward with the same rights and obligations as the shop steward may be elected. If shift work is closed down, or if the deputy shop steward is transferred to the day shift, such rights and obligations will cease immediately. If the shift work is made permanent, the shop steward should receive the training stipulated in the framework agreement on piecework.

Spokespersons

In large departments at enterprises, spokespersons may be elected on both dayshifts and other shifts, if the local parties agree.

Such spokespersons, who are elected from among employees having at least one year's seniority, are entitled to a notice period of four weeks in addition to the notice period stipulated in clause 21.

Dairy:

The collective agreement on shop stewards and safety stewards between DI and CO-Industri for the industry applies.

54. Eligibility

| |
|---|
| <p>The shop steward must be elected from among employees of acknowledged ability covered by this collective agreement and with at least one year's seniority at the</p> |
|---|

enterprise. If there are less than five such employees, the required number of other employees with the longest seniority will become eligible. The same applies to the election of a deputy shop steward.

55. Election rules

The election of a shop steward must be scheduled to enable all employees at the enterprise or in the department/trade/area at the time of the election to participate.

The election of a shop steward is only valid if more than one third of the relevant employees have voted for the shop steward. (This does not apply to S/C, Tobacco, Meat, Processing).

The election is not valid until it has been approved by NNF and this has been communicated to DI. However, the special protection of shop stewards takes effect after the election, provided that the enterprise receives written notice of the shop steward elected no later than the day after the election. If such written notice is received too late, the special protection will only take effect on the receipt of the written notice.

If DI believes that the shop steward election was held in contravention of the collective agreement, DI is entitled to object against the election to the union. Such objection must be received by the union within 14 days of DI's receipt of notice.

56. Alternate shop steward

If the shop steward is absent due to sickness, holiday, participation in a course or the like, the alternate shop steward elected/appointed will take his or her place.

During such period, the elected/appointed alternate shop steward enjoys the same protection as the elected shop steward.

Special provision for: Processing

Processing:

The alternate shop steward is not obliged to be trained in accordance with the framework agreement on piecework. Reference is made to: Protocols and other agreements.

Special provision for shop stewards in Processing under the framework agreement regarding method development and piecework, clause 28(2).

57. Senior shop steward

At enterprises and/or production sites with three or more shop stewards, they may elect from among themselves a senior shop steward to represent all employees in dealings with the employer or its representative regarding matters of common interest.

Both the senior shop steward and the employer or its representative may, if deemed necessary, request all shop stewards or some of them to participate in the deliberations.

The senior shop steward may under no circumstances interfere in issues regarding the normal functions of the individual shop stewards within their respective departments, unless otherwise agreed by the enterprise management and the affected shop stewards.

Notice of the senior shop steward elected must be given to the enterprise immediately.

The provisions in the box above do not apply to Tobacco.

Special provision for: Tobacco

Tobacco:

If justified by the size of the enterprise, a senior shop steward may be elected for all trades.

58. Union club

If the employees at an enterprise unite in a union club or the like, the shop steward must be the chairman of such club.

If a senior shop steward has been elected, he or she must be the chairman of the club.

59. Function and tasks

It is the duty of the shop steward and the employer and its representative to endeavour to prevent disputes and promote cooperation between the parties at the enterprise.

The shop steward represents the employees eligible to vote. In local negotiations, both the shop steward and management must be authorised to conclude agreements that are binding on all employees.

If the shop steward is not able to negotiate a satisfactory solution with management, the shop steward is entitled to ask his or her organisation to settle the case; however, work must not be interrupted pending the consideration of the case by the organisations.

The shop steward must, as agreed with the enterprise, have a job from which he or she may be summoned if required. The shop steward must perform his or her duties as shop steward with the least possible inconvenience to his or her work.

When the shop steward has to leave his or her work to perform duties as shop steward, the shop steward must notify management immediately.

The organisations agree that the shop steward must be kept informed of appointments and dismissals as well as of overtime at the enterprise. It is recommended that the local parties prepare guidelines for this.

Access to IT facilities for shop stewards

Shop stewards must be given the necessary access to IT facilities, including Internet access, to be able to perform their duties.

In addition, the organisations recommend that a local agreement be drafted on the physical framework for the performance of the duties of shop stewards in order to ensure that consideration is being had to the cooperation at the enterprise.

Special provision for: OM

OM:

The highest possible and reasonable degree of employee participation (ability to influence own work situation) must be aimed at. The purpose of this is to ensure the best possible working environment and the highest possible productivity through motivation.

In all matters, but primarily in connection with the appointment and dismissal of employees, the enterprise must endeavour to consult with the shop steward for the relevant area.

However, the employer's right of management may not be impaired, and the deadlines laid down for the decision-making processes must be respected.

60. Remuneration

The shop steward must not lose income as a result of the time spent on the duties as shop steward, as agreed with management.

Special provision for: OM, Processing

OM:

Outside of normal working hours, the shop steward must be fully indemnified for any expenses incurred when performing duties as shop steward which may benefit the shop steward's co-workers or the enterprise, subject to the enterprise's prior approval.

Processing:

Clause 26(2) of the framework agreement regarding method development and piecework applies. Reference is made to: Protocols and other agreements.

61. Training

NNF undertakes to ensure that employees elected as shop stewards who have not already completed shop steward training complete such training as soon as possible after their election. DI undertakes to ensure that shop stewards are given the required time off for such training.

62. Shop stewards and local cooperation

Good cooperation between management and employees at the enterprises is vital for the enterprises' productivity and competitiveness and for the employees' welfare and opportunities for development in a globalised world.

The Danish model is based on a professional and constructive cooperation between the parties to the collective agreement and on a well-functioning local cooperation between enterprise managers and shop stewards. The key to such success is often the decentralised drafting of agreements and a cooperation process characterised by mutual respect and trust.

DI and NNF agree to launch a cooperation project with the aim of strengthening the shop steward function and, thus, the local cooperation. This project will be undertaken in the context of TekSam (cooperative body for DI and CO-industri).

Reference is made to protocols and agreements on shop stewards and the local cooperation.

63. Dismissal of a shop steward

Dismissal of a shop steward must be for compelling reasons, and management is obliged to give the shop steward a notice of:

| | | |
|------------|---|-------------------------|
| 23 | 4 months | |
| 24 | 4 months | After 5 years, 6 months |
| 111 | 4 months | After 5 years, 6 months |
| 146 | 5 months | |
| S/C | 13 weeks in addition to own notice period | |
| OM | 4 months | After 5 years, 6 months |
| Tobacco | 5 months | |
| Meat | | |
| Processing | 3 months | |

If the reason for the dismissal is shortage of work, the special notice obligation will lapse.

An employee who resigns as shop steward after having served as such for at least one year and who continues to be employed at the enterprise will enjoy a notice period of six weeks in addition to the individual notice period for a period of one year after resigning as shop steward. This provision only applies to resigned shop stewards.

64. Industrial procedure

If an employer believes that there are compelling reasons to dismiss a shop steward, the employer must contact DI and request that the case be heard pursuant to the rules on industrial procedure.

A conciliation meeting must be held within seven calendar days of receipt of the request for a conciliation meeting, and the industrial procedure must otherwise be proceeded with as fast as possible.

Once a shop steward has been elected, it is normally not possible to dismiss such shop steward before NNF has had the opportunity to try the fairness of the dismissal in an industrial procedure.

If it is concluded in such industrial procedure that there are compelling reasons to dismiss the shop steward, notice will be regarded as having been given on receipt of the request for conciliation. In case of disagreement, the enterprise may dismiss the shop steward at the conciliation meeting, after which time NNF may proceed with the industrial procedure.

If the enterprise upholds its dismissal of the shop steward, although it was held to be unfair in the industrial procedure, the enterprise is obliged to pay compensation, the

amount of which depends on the circumstances, in addition to wages during the notice period. This compensation is final.

65. Other stewards

Safety stewards (reference is made to the Danish Working Environment Act, alternates, members of works councils and European works councils are subject to the same rules as shop stewards.

Board members elected by the employees and their alternates are subject to the same rules on dismissal as shop stewards.

PART 8 - APPRENTICES

66. Apprentices

In accordance with the Danish Act on Vocational Education and Training, apprentices must be employed on a contract basis for the apprenticeship period determined by the joint trade committee.

General training provisions

The enterprise is obliged to ensure that the apprentice receives the relevant vocational training, and an apprentice may only work within the profession in which he or she is to be trained.

The enterprise must ensure that the apprentice attends classes approved for the profession in a safe manner, cf. the Danish Act on Vocational Education and Training.

The organisations agree that adult apprentices are apprentices concluding an apprenticeship agreement after having attained the age of 25.

Disputes

It must be attempted to settle any disputes between an apprentice and an enterprise by negotiation involving the organisations. Otherwise, the provisions in the Act on dispute settlement apply.

Holiday

The Danish Holiday Act applies.

Special provision for: Meat, Processing

Meat:

The parties agree that the enterprises offering training must employ skilled employees.

Completion of the apprenticeship period for apprentices from other trades within the profession

Apprentices from other trades within the profession who have not completed their training may complete their training within the sausage-making trade, in which case the

apprenticeship period will be determined by the joint trade committee for the butchering profession.

Remuneration

(1) Wages

The wages to be paid to apprentices are determined on the basis of the wages for adult employees stipulated by collective agreement between the organisations according to the following scale:

| | |
|----------|-----|
| Under 18 | 50% |
| Over 18 | 70% |
| Over 20 | 80% |

The payroll period follows that of the adult employees at the enterprise. Wage increases according to the scale above must be made on the first day of the payroll period in which the apprentice attains the relevant age. If the apprentice participates in production schemes, the wages according to the collective agreement are guaranteed. Any income in excess of these wages is paid to the apprentice.

(2) Overtime allowance

The overtime allowance for apprentices over the age of 18 is 50% of that of adult employees. The minute factor in connection with piecework is 75% of that of adult employees. The working hours for apprentices are the normal working hours of the enterprise.

(3)

Apprentices are covered by the provision in the collective agreement on extra holidays.

Absence

In case of sickness and absence, the apprentice's guardian must give notice and provide documentation in accordance with the same provisions as apply to adult employees.

Resignation

If an apprentice without just cause resigns from his or her apprenticeship with one of the employers affiliated with the respective employers' associations and individual enterprises with which NNF has concluded a contract on the apprenticeship, such apprentice is not entitled to become a member of NNF as a skilled sausage-maker or to have a membership card as such or a certificate of completed apprenticeship issued.

Apprenticeship exam

After having served his or her apprenticeship, the apprentice will do a test in accordance with the regulations on apprenticeship exams within the butchering trade in Denmark.

Holiday after the end of the apprenticeship period

Miscellaneous provisions

If, as an exception, the apprentice's last holiday has not been taken before the end of the apprenticeship period, the enterprise must supplement the accumulated holiday allowance at the slaughterhouse worker's hourly wages according to the collective agreement for the unclaimed holidays.

The master is not obliged to pay wages to the apprentice after the first 13 weeks of absence due to injury, regardless of whether the injury was inflicted at the enterprise.

Work after the apprenticeship

Apprentices are guaranteed a minimum of 13 weeks' work after having served their apprenticeship.

Processing:

Before the end of his or her apprenticeship, the apprentice must do a test in accordance with the rules applicable to the trade. If the apprentice passes the test, the enterprise must ensure that the certificate of completed apprenticeship drafted by the apprenticeship exam commission is sent to the apprentice.

The organisations agree to recommend that apprentices, where practicable, receive coaching on the theoretical work at the correspondence college.

Adult apprentices are covered by clause 46 of the collective agreement, Special provision for Processing, "Partial sick day due to sickness/injury", clause 47, Special provision for Processing, "Supplementary benefits in case of industrial injury" and "Wages during sickness absence", the box in clause 52 and the Special provision for Processing, "Maternity/adoption pay", and clause 50, Special provision for Processing, "Sick children".

Other apprentices having more than 12 months' seniority are covered by the box in clause 52 and the Special provision for Processing, "Maternity/adoption pay". Full wages are paid during maternity and adoption leave.

Apprentices between the ages of 18 and 25 are entitled to take time off to care for their sick child/children under the age of 14 at home. Amounts payable:

| | |
|---------------------|------------|
| Apprentices over 18 | DKK 89.15 |
| Apprentices over 20 | DKK 101.88 |

This only applies to one of the child's parents and until such time as other care arrangements have been made, and only extends to the child's first day of sickness.

The enterprise may require documentation, e.g. in the form of a solemn declaration.

Working hours

The working hours for apprentices are the same as for adult employees.

Wages

The wages payable to apprentices are:

Apprentices under 18

| | 1 March 2010 | 1 March 2011 |
|-------------------|--------------|--------------|
| Basic rate DKK | 34.47 | 35.33 |
| Piecew. guar. DKK | 4.47 | 4.58 |
| Hourly all. DKK | 25.53 | 26.17 |
| Per hour DKK | 64.46 | 66.08 |
| Per week DKK | 2.385.17 | 2.444.80 |

Apprentices over 18

| | 1 March 2010 | 1 March 2011 |
|-------------------|--------------|--------------|
| Basic rate DKK | 48.25 | 49.45 |
| Piecew. guar. DKK | 6.25 | 6.41 |
| Hourly all. DKK | 35.74 | 36.63 |
| Per hour DKK | 90.24 | 92.50 |
| Per week DKK | 3,338.86 | 3,422.33 |

Apprentices over 20

| | 1 March 2010 | 1 March 2011 |
|-------------------|--------------|--------------|
| Basic rate DKK | 55.14 | 56.52 |
| Piecew. guar. DKK | 7.15 | 7.33 |
| Hourly all. DKK | 40.85 | 41.87 |
| Per hour DKK | 103.14 | 105.72 |
| Per week DKK | 3,816.27 | 3,911.68 |

Adult apprentices

| | 1 March 2010 | 1 March 2011 |
|-------------------|--------------|--------------|
| Basic rate DKK | 60.95 | 60.95 |
| Piecew. guar. DKK | 7.90 | 7.90 |
| Hourly all. DKK | 56.25 | 58.50 |
| Per hour DKK | 125.10 | 127.35 |
| Per week DKK | 4,628.70 | 4,711.95 |

Adult apprentices with six months' seniority or more will receive a trade allowance of DKK 3.15 per hour.

Overtime

Apprentices who, in exceptional cases, do overtime will receive the following allowance per hour:

| | 1 May 2010 | 1 March 2011 |
|-------------------|------------|--------------|
| Over 18 | DKK 55.29 | DKK 56.39 |
| Over 20 | DKK 65.72 | DKK 67.04 |
| Adult apprentices | DKK 72.46 | DKK 73.91 |

It is a condition for apprentices doing overtime that adult employees are also present.

Seniority and termination

For apprentices who continue working at the enterprise after the end of their apprenticeship, the apprenticeship period will be included in the calculation of seniority, and the apprentice cannot be dismissed for resignation due to shortage of work until after 13 weeks of employment.

Apprentices who will not continue working at the enterprise after the expiry of the apprenticeship agreement must be given a notice, cf. clause 21. Currently, such notice is 28 days.

Travel allowance

(1)

The employer pays allowance for expenses for travelling between the school and the apprentice's hometown.

(2)

Apprentices who will be required to work at more than one place of work due to restructuring of operations, or where the place of work is permanently relocated, must be indemnified for their travel expenses. Travel time is not including in the working time.

Apprentices' right to time off

Apprentices earn a right to time off. Payment for time off corresponds to normal wages, subject to the following maximum amounts:

Apprentices under 18 DKK 68.20 per hour

| | |
|---------------------|---------------------|
| Apprentices over 18 | DKK 95.50 per hour |
| Apprentices over 20 | DKK 109.20 per hour |
| Adult apprentices | DKK 135.30 per hour |

Main holiday

In connection with the taking of the main holiday, one week's extra apprentice wages are paid.

If the apprentice finishes his or her apprenticeship before the holiday can be taken, and provided that the apprentice stays on in the merger/enterprise, one week's extra apprentice wages are paid when the holiday is taken.

Weekday holiday agreement for apprentices

As apprentices in training are not covered by the weekday holiday account scheme, apprentices will be in a less favourable position than the other employees during the year after the end of their apprenticeship when they will start contributing to the account in accordance with the provisions of the collective agreement.

In order to remedy this situation, NNF and DI negotiated an agreement on the following special provisions, always subject to the provisions of the collective agreement.

- (a) 4.0% of all wages earned during the year in which the apprenticeship period ends are set aside.
- (b) In case of any weekday holidays during the apprenticeship period in the current year, an amount corresponding to the wages paid for such weekday holiday(s) will be deducted. However, the amount deducted must never be more than the amount corresponding to 4.0% of the wages during the apprenticeship period.
- (c) After the end of the apprenticeship period, the normal advance payment will always be made in the current year, regardless of the balance on the account. Any negative balance will be covered by future income (subject to (f) below).
- (d) The balance due will be paid in week 28.
- (e) On resignation, any balance due will be paid with the last payment of wages from the enterprise.
- (f) Cover of any negative balance at the end of the apprenticeship year or on resignation during such year cannot be claimed.

PART 9 – EDUCATION AND TRAINING

67. Education and training

1. DI and NNF agree that in the coming years, education will be vital for the enterprises' competitiveness. In a broader context, it is important for the individual employees to be given a possibility for and to contribute to raising their competence level. The organisations undertake to assist in strengthening the enterprises' education and training planning, if required.
2. The organisations agree that the enterprises' employees should have access to the required supplementary and further training with the aim of strengthening the professional qualifications of the workforce and adapting to the technological developments. The organisations agree to endeavour to ensure that the employees at the individual enterprises obtain the required qualifications through relevant training (at plant operator level).
3. The organisations encourage enterprises and employees to plan their education and training based on the course offer for the trade. The framework for education and training planning may be agreed locally.

4. The organisations agree that employees should be entitled to take time off to participate in supplementary training courses and other relevant further training, with due consideration being had to the interests of the enterprise. After nine months of employment, the individual employee is entitled to two weeks off a year for relevant supplementary and further training.
5. In addition, after nine months of employment, the individual employee is entitled to two weeks off a year – scheduled in consideration of the enterprise's production conditions – for supplementary and further training of his or her own choice relevant to
 - (a) employment in the areas covered by the collective agreements for the meat industry and the food industry, provided that a grant for the training has been approved, or
 - (b) the enterprise.

Special provision for: 23, 24, 111, 146, Meat, Processing

23, 24, 111, 146, Meat:

Where, at the request of the enterprise, an employee participates in a training course approved by the organisations, the difference between the course allowance and the employee's full wages must be paid by the employer.

The employer must pay holiday allowance, weekday holiday payment and pension during the training course.

Meat:

Employees having more than nine months' seniority at the enterprise are entitled to at least two weeks off a year for education and training.

Processing:

**Protocol on education and training
Planning**

The organisations recommend that systematic education and training planning is carried out for the enterprise's employees.

If one of the local parties so requests, negotiations must be held at the individual enterprises on systematic education and training planning and the related education and training budget. The administration of the activities agreed is discussed in accordance with the usual practice in the individual group.

Where necessary, the work on education and training is undertaken by the enterprise's works council, perhaps in a joint education and training committee set up by the works council.

At small enterprises without a works council, an education and training manager may be appointed.

The tasks to be dealt with in the council or committee may include:

- a description of the objectives of the enterprise's education and training
- analyses of the enterprise's qualifications requirements
- descriptions of jobs or functions and the related requirements
- preparation of education and training plans, including programmes that give the employees status as skilled
- planning of specific education and training activities supporting the objectives and requirements

- preparation of proposals, including a draft budget, for the implementation of the education and training activities
- contribution to ensuring that approved education and training activities are carried out in accordance with the plans and budgets
- follow-up on the development of objectives and activities in step with technological advances.

Wages

When an employee participates in education and training as part of the enterprise's education and training planning or as decided by the enterprise, the employee is paid DKK 135.00 an hour.

The employer must pay holiday allowance, weekday holiday payment and pension during the training course. Any compensation for loss of wages will be due to the enterprise.

Time off for other education and training

Employees with 12 months' of continuous employment are entitled to participate in education and training without pay, provided that such education and training is planned with due consideration being had to the enterprise's needs.

In addition, after nine months of employment, employees are entitled to two weeks off a year – scheduled in consideration of the enterprise's production needs – for supplementary and further training of relevance to their employment in the areas covered by the collective agreements for the meat industry and the food industry, provided that a grant for the education and training has been approved, or to the enterprise.

68. The Meat and Food Industry Cooperation and Competence Development Fund

(1)

The enterprise pays an annual amount of DKK 520 per full-time employee covered by the collective agreement according to the guidelines provided in the organisation agreement on the Meat and Food Industry Cooperation and Competence Development Fund. Reference is made to: Protocols and other agreements.

For part-time employees, this amount will be reduced pro rata.

(2)

The employee may apply for a grant for education and training covered by clause 67(5) from the Fund.

A grant will not be provided for education and training during which the employee receives full or partial wages.

(3)

Enterprises which

- (a) have an education and training committee and
- (b) have more than 100 employees covered by the collective agreements may establish a development fund at the enterprise in accordance with the guidelines in the organisation agreement on the Meat and Food Industry Cooperation and Competence Development Fund.

Reference is made to: Protocols and other agreements on the Meat and Food Industry

69. Education and training fund

The employer must pay a contribution of DKK 0.31 per hour worked to the education and training fund set up by the main organisations. This contribution is collected as stipulated by the main organisations.

In Processing, the amount is paid to the education and training fund between NNF and DI.

With effect from the first payroll period after 1 January 2011, DKK 0.36 per working hour will be paid into the LO/DA Information and Education Fund in agreement areas where payments were previously made to the LO/DA Education and Training Fund. From this date, the LO/DA Information and Education Fund will change its name to the DA/LO Development Fund.

PART 10 – PAYMENT SYSTEMS

70. Incentive payment systems

Objective

In order to strengthen the enterprises' competitiveness and the employee's development and, thus, their employment opportunities, DI and NNF agree that it is necessary to continuously endeavour to increase productivity through a mutual cooperation and loyal commitment by means of improved working methods, the most rational production conditions and the best possible production efforts by everyone taking part in the work, including by providing the employees of the individual enterprises with the required qualifications through relevant education and training.

To promote the above and to raise the employees' income, incentive payment systems may be introduced by the enterprises.

The parties to the collective agreement agree that the efforts made must always observe all safety and health requirements.

Preparations for the local agreement on incentive payment systems

The parties agree that the employees expected to be covered by an incentive payment system must be consulted prior to the conclusion of a local agreement on an incentive payment system.

A local remuneration committee will be set up charged with setting up the objectives for a new payment system and drafting a local agreement to be presented to the relevant operators. In this process, the organisations' consultants are available with information and knowledge sharing.

Local agreements

The introduction of an incentive payment system requires that the local parties agree on the implementation and use of the payment system, and it must be laid down in a local agreement.

The local agreement should include descriptions of the following:

- The products, departments and employee groups to be covered by the agreement
- A description of the scope of the agreement, including machinery, methods, products, quality requirements, safety provisions etc.
- Provisions on probation, if relevant
- Provisions on termination of the local agreement, expiry of the local agreement, payment after the discontinuation of the system etc.
- Signatures by representatives for the management and the employees – the shop steward, if elected.

A local agreement on an incentive payment system must be based on the standard wages determined from time to time in the collective agreement and may include one or more of the subjects below:

- productivity
- qualifications
- flexibility
- function-based pay

Termination of local agreement on incentive payment systems

The local agreement may be terminated by the local parties giving a notice of three months, unless a longer notice period has been agreed.

The party terminating the agreement is obliged to arrange for local negotiations, and, if the parties are not able to reach an agreement, to arrange for new local negotiations involving the organisations. If an agreement still cannot be reached, the case will be settled as an industrial dispute. However, disagreements may not be referred to industrial arbitration.

The parties will continue to be bound by the terminated agreement until such time as the above provisions have been observed, regardless of whether the expiry date has passed.

After the expiry of the agreement, employees will receive normal hourly wages plus any personal allowances and other allowances under the local agreement.

Special provision for: Meat, Dairy

Meat:

Approval of local agreement on incentive payment systems

Agreements are concluded between the local parties, i.e. the management and shop stewards of the enterprise or department. The agreements will be subject to the organisations' approval.

Young employees for training

Enterprises may employ 17-year-old employees with a view to training and only in so far as it is reasonable.

Such employees may only do light physical work, such as weighing and packing of cold cuts, sliced bacon and other packing and labelling, filling of small product units, welding of plastic bags and the like. Other jobs may be discussed by the parties.

For time-based work, 75% of the slaughterhouse workers' wages are paid, and for piecework, the rates agreed for adult employees are paid.

If members of the union's local branch are unemployed, the union may object to the employment of young employees for such training.

Dairy:

In performance-related payment systems where the increase of the standard wage rate affects the basis of payment, the increases must be such that the actual wage increase for the same performance does not exceed the agreed increases of the standard wage rates.

71. Framework agreement regarding method development and piecework

Applicable to Meat and Processing

Reference is made to: Protocols and other agreements.

PART 11 – TRIAL SCHEMES ETC.

72. Trial schemes

It is possible to supplement and derogate from the provisions in part 1 (working time), part 7 (shop stewards) and part 9 (education and training) and part 10, clause 70, of the collective agreement by way of local agreement.

In addition, the parties agree that it is possible to supplement and derogate from the provisions in part 3 (overtime) by way of local agreement during the term of the collective agreement. This part of clause 72 has been set up as a trial scheme which will expire with the expiry of the term of the collective agreement. No later than three months before such expiry, the parties must start negotiations to clarify whether this provision is to be made permanent.

Such local agreements must be in writing and may only be concluded with a shop steward elected in accordance with the provisions in the collective agreement. The local agreements must be submitted to the organisations for information.

Special provision for: Meat, Processing, Dairy

Meat, Dairy:

In agreements on adaption of the working hours to the local conditions, the weekly working hours must not exceed 45 (42 for Meat).

Processing:

Protocol on the testing of an alternative payment and/or management system and alternative working time systems

The organisations agree to provide support and guidance in connection with the establishment of alternative payment and/or management systems and alternative working time systems

If the local parties agree, an alternative payment and/or management system and alternative working time systems based on one or more of the below parameters may be introduced:

- changed payment system
- changed management system
- new work organisation system
- alternative working time systems

In connection with the design of alternative payment and/or management systems and alternative working time systems, it is assumed that the enterprise, employees and the shop stewards elected participate actively to ensure that the affected employees will receive the correct information throughout the process.

A local agreement on alternative payment and/or management systems and alternative working time systems must be agreed between the enterprise's management and the local shop steward. Where the local agreement implies derogation from the provisions of the collective agreement, it must be submitted to the organisations for information including a brief description. The organisations must then be kept informed of the progress of the alternative payment and/or management system and alternative working time system.

If a local agreement gives rise to an official order causing the scope of the agreement to be materially changed, the local parties must start negotiations on amendment of the agreement. If this is not possible, the local agreement will be annulled.

PART 12 – PENSION AND GROUP LIFE

73. Pension

As from 1 January 2009, pension contributions under the collective agreement must be reported and paid to Industriens Pensionsforsikring A/S (Industriens Pension).

Industriens Pension is a labour market pension company owned by Industri Pension Holding A/S. Employees and employers are equally represented on the boards of the two companies.

The board of Industriens Pension determines the content of the pension scheme within the framework agreed by the two sides of industry.

Industriens Pension invests the funds in the company with the aim of achieving the highest possible yield taking into account the risk and within the framework agreed by the board of Industriens Pension.

From 1 January 2009, the individual employers are obliged to report and pay the pension contribution stipulated by collective agreement to Industriens Pension in accordance with the directions issued and the deadlines set by Industriens Pension.

The composition of benefits offered by Industriens Pension will be the same for all members of the pension scheme in respect of all future contributions. For current members, this means that their composition of benefits may be changed and that the right to some benefits may lapse.

Member and seniority provisions

Membership of the pension scheme is mandatory for all employees covered by and employed under this collective agreement.

Employees having nine months' seniority are covered by the pension scheme after having attained the age of 20. (However, for Processing, employees having 12 months' seniority are covered by the pension scheme after having attained the age of 18).

From 1 March 2011, the required seniority is changed to two months (five months for Processing). The seniority requirement is regarded as having been met by employees who, at the start of employment, are covered by this pension scheme from previous employment or by a similar labour market pension scheme.

It is not permitted to make admission to the pension scheme conditional on the employees' fulfilment of health requirements.

The pension contribution

The pension contribution is calculated on the basis of the employee's holiday-qualifying wages plus holiday and weekday holiday allowance.

The pension contribution is 12.0%. The employee pays one third of the contribution, while the employer pays two thirds.

Payments are made to Industriens Pension.

The employer must pay monthly pension contributions by the 10th day of every month.

Increased pension contribution during maternity leave

During the 14 weeks of maternity leave, an extra pension contribution is paid for employees having nine months' seniority on the expected date of delivery, see clause 52.

From 1 March 2011, an extra pension contribution is paid during the 14 weeks of maternity leave for employees having two months' seniority, five months for Processing, on the expected date of delivery, see clause 52.

Company pension scheme

New members of DI that have already established a company pension scheme for employees within the agreement area may demand that contributions for employees employed at the time of entry be paid into the existing company pension scheme instead of the pension scheme agreed between the parties according to the relevant provisions of the collective agreement.

As soon as possible after entry, the continuation of such company pension scheme must be recorded by DI and NNF at the request of DI, perhaps in connection with adjustment negotiations.

The contribution to the company pension scheme must always as a minimum correspond to the contributions paid under the collective agreement into the pension scheme agreed between the parties.

The company pension scheme cannot be extended to cover employees appointed after the enterprise's entry into DI. For such employees, the pension contributions under the collective agreement must be paid into the pension scheme agreed between the parties. It is a condition for continuing a company pension scheme that it has existed for three years prior to DI's notice to NNF on the enterprise's entry into DI.

Escalating contributions

New members of DI that have not already established a company pension scheme for the employees within the agreement area or that have a pension scheme with lower contributions for such employees may demand that the pension contribution be

determined as follows:

From the time of DI's notice to NNF on the enterprise's entry into DI, at the latest, the employer contribution and the employee contribution, respectively, must make up at least 20% of the contributions to be paid under the collective agreement.

After one year, at the latest, the contributions must make up at least 40% of the contributions to be paid under the collective agreement.

After two years, at the latest, the contributions must make up at least 60% of the contributions to be paid under the collective agreement.

After three years, at the latest, the contributions must make up at least 80% of the contributions to be paid under the collective agreement.

After four years, at the latest, the contributions must make up the full amount of the contributions to be paid under the collective agreement.

If the contributions to be paid under the collective agreement are increased during the period, the enterprise's contribution must be increased pro rata to ensure that the share of the contributions to be paid under the collective agreement is always paid into the pension scheme.

As soon as possible after entry, the scheme must be recorded by DI and NNF at the request of DI, perhaps in connection with adjustment negotiations.

74. Group life for Meat and Processing

Reference is made to: Protocols and other agreements.

PART 13 – MISCELLANEOUS

75. Social chapter

Improved flexibility in the labour market is important to ensure that as many people as possible, including vulnerable groups in the labour market, are offered employment throughout their professional life, regardless of the level of their working capacity.

For this reason, it is vital that as many people as possible are included and retained in the labour market. Employment of people with reduced capacity for work must not be at the expense of the enterprises' current workforce. Consequently, the enterprises should develop guidelines for a retention policy in their respective works councils and include it in their HR policies.

The parties to the collective agreement undertake to work positively towards promoting the implementation of this agreement. Within the meaning of this agreement, "vulnerable groups" means:

At small enterprises, issues regarding the inclusive labour market may be discussed between the employees and management.

1. The agreement covers people with reduced capacity for work due to age, infirmity or injury.
2. People with a reduced capacity for work due to long-term illness and with a consecutive period of illness of at least eight weeks.

3. The groups covered by subclause (1) above must be employed in accordance with the provisions of the collective agreement supplemented by a local agreement concluded between the enterprise and the shop steward and approved by the parties to the collective agreement.
4. The local agreement mentioned in subclause (3) above may derogate from the general provisions of the collective agreement on wages, working hours etc.
5. Local agreements concluded between an enterprise and a shop steward must be submitted to the parties to the collective agreement and will enter into force when approved by both parties. The local agreement and the collective agreement will then form the contractual basis for the employment of the persons mentioned in this organisation agreement.
6. The local agreement covered by this agreement may, unless otherwise agreed in the local agreement, be terminated subject to a notice of three months.
7. If the local parties are not able to reach an agreement on the conclusion of a local agreement, or if the parties to the collective agreement refuse to approve the local agreement concluded, the dispute may be made subject to an industrial procedure. If agreement cannot be reached by negotiation between the parties, the case cannot be proceeded with.
8. Any disputes on the scope and breach of local agreements must be settled in accordance with the relevant general provisions of the collective agreement.
9. The parties agree to endeavour as far as possible to ensure that employees at an enterprise who suffer an industrial injury are given the opportunity to remain at the enterprise. The enterprise's safety committee is under a special obligation to ensure as far as possible that these people are offered work which they are able to perform.

The parties recommend that the employees mentioned in this agreement are included in the enterprise's different education and training programmes and offers to the relevant extent.

The parties agree to discuss any barriers to the inclusive labour market during the term of the collective agreement in order to produce guidance material on promotion of an inclusive labour market.

76. TekSam

The TekSam committee was set up with the purpose of keeping abreast of technological advances and supporting the information, guidance and development work to promote cooperation at the enterprises, including with respect to the use of new technology.

In addition, the committee must support the establishment of works councils and assist them with their activities.

The committee must function as a dispute settlement body in accordance with part 6 of the cooperation agreement.

Financing

All costs incidental to the day-to-day operation and agreed activities must be distributed between DI and NNF.

77. Work wear

The enterprise provides work wear and footwear in accordance with the previous local practice. The enterprise is responsible for all washing and maintenance.

78. The TB Foundation

Reference is made to: Protocols and other agreements.

PART 14 – LOCAL AGREEMENTS

79. Conclusion and termination of local agreements etc.

(1)

Local agreements may be entered into between the local parties at the enterprise in respect of employees covered by this framework collective agreement.

Any disagreements regarding the conclusion of local agreements may be considered by the organisations.

(2)

Local agreements may be terminated by either party giving three months' notice to expire at the end of a month, unless a longer period of notice has been agreed.

Reference is made to clause 70 – "Local agreements" – for provisions on termination of local agreements regarding incentive payment systems.

(3)

Special agreements that are maintained as local agreements with special status in connection with the transition to this framework collective agreement are considered local agreements with special status at the enterprises which were previously covered by the relevant collective agreement. These local agreements with special status are - unless otherwise agreed between the parties – concurrent with the framework collective agreement for the food industry.

The local parties, i.e. the local shop steward, if appointed, and the enterprise management, may negotiate amendments to such agreements on an ongoing basis without the agreements losing their special status. If the local parties disagree, the case may be made subject to an industrial procedure. However, disagreements may not be referred to industrial arbitration, and if agreement cannot be reached by the local parties or at an organisation meeting, the agreement will continue with no amendments.

(4)

In the event of termination of local agreements, the parties to the collective agreement recommend that the terminating party states its intentions in writing, such as why and whether to adjust/renew the local agreements or whether they should lapse completely.

The organisations agree that it may be expedient for the local parties to involve the organisations once a local agreement has been terminated. For this reason, either local party may request that a meeting be held at the enterprise with the participation of the organisations before the expiry of the terminated local agreement.

(5)

When concluding local agreements which change the payment and working conditions materially, the employer must inform the affected employees to the required extent.

Special provision for: 24, Tobacco, Meat, Dairy

24:

Adjustments stipulated by collective agreement may not be set off against the existing local agreements which are addenda to the present collective agreement.

Tobacco:

Wages

Local agreements

The local agreements existing at the time of the renewal of the collective agreements will have the same term as the collective agreement; however, in the event of local changes to production methods, new bonus schemes may be agreed during the term of the collective agreement.

If the parties are not able to reach an agreement in negotiations on changes to bonus schemes in connection with new production methods, the issue must be referred to final settlement by the organisations.

Meat, Dairy:

The local agreements must be submitted to the parties to the collective agreement for information.

PART 15 – PROVISIONS RELATING TO THE ORGANISATIONS

80. Main agreement

The main agreement between the main organisations of 31 October 1973, as amended, applies.

81. Provisions relating to the organisations – negotiation and industrial procedure

For the settlement of industrial disputes, the code of practice most recently adopted by the main organisations applies.

In order to avoid wildcat stoppages and mitigate the consequences of any stoppage, the following must be observed:

- (1) In case of signs of industrial unrest, the local parties are obliged to summon the organisations, provided that the dispute cannot be solved locally. The organisations must meet on the same day or the following day, at the latest, to attempt to solve the dispute or immediately refer it to an industrial procedure.
- (2) If the employees refuse to wait for a meeting to be held between the organisations and go on strike, or if they go on strike against the directions of the organisations, the employer may attempt to catch up with the backlog of work by giving the employees notice of work to be performed without overtime payment.

The working hours missed due to such strike must be compensated for within 14

days of resumption of work after the wildcat work stoppage.

Otherwise, the provisions of the collective agreement on overtime will not be affected. Any disagreements on this provision must be settled in an industrial procedure.

Special provision for: S/C

S/C:

The members of the Manufacturer's Association are obliged not to make their employees in the trades covered by the collective agreement – chocolate and sugar confectionery manufacturing – subject to terms inferior to those of the collective agreement. The members of NNF, sugar confectionery and chocolate trade, are obliged not to work on terms inferior to those of the collective agreement.

82. Equal treatment

The industrial procedure must to the widest possible extent be used for settling disputes concerning discrimination.

Questions of public importance must be brought before the organisation committee before referring them to an industrial procedure.

83. Interpretation of the renewed agreement

In order to avoid industrial disputes arising as a result of misinterpretation of agreements concluded in connection with the renewal of the collective agreements, the parties agree that it must be possible at any time during the term of the collective agreement following the renewal of the collective agreements to refer such disputes to the collective bargaining committee for an opinion before any industrial arbitration.

Opinions from the collective bargaining committee are binding on the organisations.

Also, the parties agree that the organisation committee set up by the parties to the collective agreement must continue its previous function.

84. Term of the collective agreement

This collective agreement runs from 1 March 2010 and until such time as it is terminated by one of the signatory organisations for expiry on 1 March; however, not before 1 March 2012, in accordance with the provisions applicable from time to time.

Amendments to the collective agreement, including rate changes, will take effect at the start of the payroll period which includes the agreed commencement date.

Special provision for: S/C, Tobacco

S/C:

Enterprises that have already concluded a collective agreement with the union when joining DI will be covered by this collective agreement from 1 March following their entry into DI without having to terminate the collective agreement already concluded. The collective agreement applies to all current and future members of the signatory organisations, cf. above.

Tobacco:

The agreement area covers all work in the cigar, cheroot and cigarillos industry as well as the cigarette, smoking tobacco and chewing tobacco industry.

Copenhagen, April 2010

DI
Signature Erik Kjærgaard

NNF
Signature Jens Peter Bostrup

Protocols and other agreements

Employment contract

DI/NNF collective agreement for the food industry

The fields containing text in bold below are minimum provisions according to the Council Directive on an employer's obligation to inform employees of the conditions applicable to the contract or employment relationship and must be completed.

| | | |
|--|------------------|--------------------------|
| The undersigned employer (name): | | CVR/SE no.: |
| Address | | |
| hereby employs | | |
| Full name of the employee: | | Civil reg. no.: |
| | | Tel.: |
| Address: | | Postal code/town: |
| Municipality: | | |
| Bank: | Reg. no.: | Account no.: |
| Occupation: | | |
| Address of the main place of work: (Only to be completed if the place of work is different from the employer's address as stated above) | | |
| | | |
| | | |
| In the event of sickness, the employee must contact: | | |
| Further reference is made to any staff regulations at the enterprise. Such regulations have been provided to the employee. | | |
| Start of employment: | | |
| If the employment is for a fixed term, please state end of employment: | | |
| The normal weekly working hours are in accordance with the current collective agreement | | |
| Holiday earned for use in the current holiday year. No. of days: | | |
| | | |
| Weekly/hourly wages at the start of employment, DKK: (or wages at the time of the signing of this contract) | | |
| Overtime payment, weekday holiday payment, allowance for staggered working hours, shift allowance and nuisance allowance are paid in accordance with the current collective agreement. The enterprise may have piecework, bonus schemes or other incentive payment systems where payment is determined in accordance with the provisions stipulated by collective agreement or local agreements. | | |
| The above-mentioned collective agreement also contains provisions on notice periods, labour market pension, sickness, injury, accident and holiday. Further reference is made to any local agreements governing the enterprise. | | |
| Wages are paid in arrears in accordance with the applicable provisions. (please tick) | | |
| o weekly | | |
| o fortnightly | | |
| o other (state the payroll | | |

period): _____

Is the employee covered by Industriens Pension or other labour market pension:
Yes No

Are pension contributions previously paid into another pension scheme to be transferred to

Industriens Pension Yes No

In addition, the following provisions between DI and NNF apply to the employment relationship (please tick):

- 23 **The Association of Danish Biscuit and Cake Manufacturers**
- 24 **The Association of Danish Biscuit, Cake and Wafer Manufacturers**
- 111 **Mette Munk A/S, Odense**
- 146 **The Association of Danish Millers**
- S/C **The Association of Danish Chocolate and Sugar Confectionery Manufacturers**
- OM **Odense Marcipanfabrik A/S and Kims A/S**
- Tobacco **The Tobacco Manufacturers Association of Denmark**
- Meat
- Processing
- Dairy **The preserved milk industry**

This employment contract was executed on:

Signature: The enterprise

Signature: The employee

The collective agreement is available on www.nnf.dk and www.di.dk

EU DIRECTIVES

Implementation

The parties to the collective agreement agree to enter into negotiations on the implementation of EU Directives of relevance to the area.

The EU Working Time Directive

The basis of this organisation agreement between DI and NNF's trade areas is Council Directive 93/104/EC of 23 November 1993 concerning certain aspects of the organization of working time.

With the provisions below, the current Danish legislation, including in particular on working environment and holiday, as well as the collective agreements, the Directive has been implemented.

Normal weekly working hours

The normal weekly working hours and the rules on duly notified overtime are stipulated in the respective collective agreements. However, the average working time for each seven-day period, including overtime, must not exceed 48 hours, calculated as an average for a 12-month reference period.

Breaks

An employee with daily working hours of more than six is entitled to a rest break, the duration of which must be such that it fulfils its purpose.

The break must be scheduled in accordance with the general rules for scheduling of the working time.

Daily/weekly rest period

Daily/weekly rest periods are covered by the provisions in part 9 of the Danish Working Environment Act with the related Executive Order No. 372 of 15 August 1980.

Night work

A night worker is an employee who regularly works at least three hours of his daily working time between the hours of 10.00 pm and 5.00 am or who works at least 300 hours during this time within a 12-month period.

The employer must offer a free health assessment before the assignment of a night worker and thereafter at regular intervals every three years. The parties agree that the free health assessment should be covered by the national health service.

A night worker suffering from health problems recognised as being connected with the fact that they perform night work are transferred whenever possible to day work to which they are suited.

There is no general survey of the number of employees covered by the collective agreement with variable working hours (i.e. shift work) or on permanent evening and night shifts. In addition, the extent to which health assessments are carried out in practice is not generally known, nor is the number of night workers who accept the enterprise's offer for a health assessment.

For many years, projects and research into the health and social effects of working variable working hours (i.e. shift work) and permanent evening and night shifts have yielded different conclusions. Also, models for a less stressful scheduling of working hours have been developed.

There are currently no agreed guidelines for, among other things:

- How health assessments must be offered
- What health assessments must cover
- The medical level of health assessments

Against this background, DI and NNF agree that this issue must be raised in a committee in the framework of the working environment committees immediately after the renewal of the collective agreements. Such committee must provide an objective account of the relevant health considerations to be taken in relation to employees with varying working hours (i.e. shift work) and on permanent evening and night shifts.

To aid the committee in its work, it has been agreed that industrial medicine experts may be summoned.

In addition, the committee is charged with procuring material which may form the basis of guidelines for the performance of medical assessment for employees with varying working hours (i.e. shift work) and on permanent evening and night shifts.

The committee must finish its work by the end of the term of the collective agreement and grants will be sought through the sector working environment committees.

Also, DI and NNF agree that the committee's conclusions on the correlation between night work and health must be considered in the negotiations on the next renewal of the collective agreements.

Reference is made to: Protocols and other agreements.

The Parental Leave Directive

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

Parental leave

The parties regard the provisions of the Directive on parental leave as having been implemented through the applicable legislation.

Time off from work on the grounds of force majeure

An employee is entitled to time off from work on the grounds of force majeure for urgent family reasons in cases of sickness or accident making the immediate presence of the employee indispensable. Wages will not be paid for such time off, unless otherwise agreed individually or by local agreements or practice.

This provision does not affect the application of other provisions on absence.

Care for a close relative with a disability or serious illness

Reference is made to the provisions of the Danish Act on Social Services regarding care for a close relative with a disability or serious illness.

Commencement

The agreement takes effect on the adoption of the collective agreement.

Any disputes may be made subject to an industrial procedure.

The Part-Time Work Directive

The parties to the collective agreement agree that Council Directive 97/81/EC of 15 December 1997 on part-time work has been implemented by the collective agreement between the parties.

In addition, the Directive is regarded as complied with as the collective agreement does not discriminate between full-time and part-time employees.

Implementation of Directive 2008/104/EC of the European Parliament and of the Council of 19 November 2008 on temporary agency work

During the collective bargaining negotiations in 2010, DI and NNF agreed to implement the Temporary Agency Work Directive by agreement between the parties in the collective agreement for the food industry. In the implementation of the Directive, it will be endeavoured to ensure that it is as close to the Directive text as possible.

Some terms in the Directive still need to be clarified, and the parties will ensure that this is done soon in order to start on the implementation negotiations. It is foreseen that the implementation will be completed by 1 March 2011.

Other protocols

Protocols on secondment

Danish collective agreements do not apply abroad. However, it may be agreed that the provisions – or some of the provisions – in the collective agreement are observed.

The employment contract

The Danish rules on drafting of written employment contracts also apply to agreements.

This means that all information of importance to the employment relationship must be included. The employee must receive the employment contract before departure if the secondment period is planned to be for more than one month.

The following information must, as a minimum, be stated in the agreement:

1. Names and addresses of employer and employee
2. Location of the place of work
3. Occupation
4. Start of employment
5. If fixed-term, expected duration of employment
6. Holiday

7. Notice periods
8. Wages
9. Working hours
10. Information on any collective agreements
11. The duration of the work to be performed abroad
12. The currency in which wages are paid
13. Any benefits in cash or in kind connected with the stay abroad
14. The terms for the employee's return to Denmark
15. Information on any efforts to apply for the required certificates in connection with the secondment.

Items 11-15 are only required if the secondment is to be for more than one month.

It is noted that the following should be obtained:

- Passport, visa/work permit, if required
- Social security (and E101 certificate for secondment within the EU or to convention states – see www.dss.dk)
- Insurance (secondment insurance or travel, accident, health and third-party liability insurance).

Code on agreements with foreign employees

The parties to the collective agreement agree that it may be expedient for the enterprise to provide accommodation, transport etc. to foreign employees during their stay in Denmark.

The parties to the collective agreement also agree that it should be up to such employees to decide whether to conclude an agreement with the enterprise on the purchase of services related to the employment relationship, and that it, according to the parties' interpretation, would be in contravention of the collective agreement to make an employment relationship conditional on the employees concluding such agreement.

In addition to this, the parties agree that employees who have concluded a voluntary agreement with the enterprise on the purchase of services must be given the opportunity to terminate such agreement giving one month's notice to expire at the end of a month, unless another shorter notice period has been agreed.

If DI's members conclude such voluntary agreements with its foreign employees, the parties to the collective agreement agree that payment for such services may be deducted from their wages.

OM notice periods in accordance with clause 21

Monthly-paid employees

After two years of continuous employment at the enterprise, employees may be offered monthly wages. Such offer is made on a recommendation by the employee's immediate superior. If it is periodically not possible to offer monthly-paid employees work for the entire week, the monthly wages will be reduced pro rata. All other employees are paid by the hour.

Termination of monthly-paid employees appointed before 1 June 1985

- 1 The employment contract between the enterprise and the monthly-paid employee may be terminated by the enterprise giving the following notices:

The enterprise must observe the following minimum notice periods:

Three months' notice for resignation at the end of a month in the third year after the start of employment at the enterprise.

Four months' notice for resignation at the end of a month in the fourth, fifth and sixth year after the start of employment at the enterprise.

Five months' notice for resignation at the end of a month in the seventh, eighth and ninth year after the start of employment at the enterprise.

Six months' notice for resignation at the end of a month from the tenth year after the start of employment at the enterprise.

- 2 The requirement to give notice will be lifted pursuant to clause 24(c).
- 3 On termination of the employment contract between the enterprise and the employee by the monthly-paid employee, one month's notice for resignation at the end of a month must be given.

Work-sharing for monthly-paid employees

The termination provisions in this collective agreement for monthly-paid employees will be suspended in the event of periodical introduction of work-sharing. In such case, the enterprise must declare in writing on request that the employee in question may be released from employment without notice.

In case of reemployment at the enterprise of monthly-paid employees who have resigned at a time when the normal notice requirements were suspended due to periodical introduction of work-sharing, the reemployed employee will recover his or her full seniority, provided that reemployment takes place within six months of resignation.

Severance pay for monthly-paid employees

After continuous employment for 12, 15 or 18 years, the employer must pay one, two and three months' wages, respectively, on dismissal.

However, this does not apply if the monthly-paid employee receives a pension from the enterprise or a state pension after resignation. However, the provision also applies in the event of unfair summary dismissal.

Resignation due to age

Both hourly-paid and monthly-paid employees and employees employed on terms similar to those in the Danish Salaried Employees Act will resign without notice at the end of the month in which they attain the age of 67.

Seniority provisions

In order to have uniform and clear guidelines for the calculation of the times of employee anniversaries and seniority periods in connection with the resignation of employees, the following seniority provisions apply:

A Enterprise seniority

- 1 Enterprise seniority is the seniority that applies to the calculation of the times of employee anniversaries and any other enterprise-related special days relating to the individual employee.
- 2 Enterprise seniority is calculated from the start of employment at one of the group's enterprises. In the event of transfer to another enterprise within the group, seniority is calculated from the previous employment in the group.

- 3 In case of reemployment within six months, the reemployed employee will keep his or her original seniority less the period when the employment relationship was interrupted. Work-sharing or temporary company closure for less than six months is not regarded as interruption of the employment relationship.

B 1 Employment seniority in general:

- 1 Employment seniority is the seniority that applies in accordance with the individual employee's employment terms, including in connection with termination of the employment.
- 2 Employment seniority is calculated from the start of the employee's employment at the enterprise in accordance with the guidelines laid down for enterprise seniority above.

B 2 Derogations regarding employment seniority for temporary employees

- 1 As a general rule, employees appointed temporarily for a limited period of time or for a particular assignment (such as seasonal workers, substitutes, substitutes during holiday or illness etc.) will only earn employment seniority within the temporary employment period and will, thus, not recover the seniority earned during a previous employment period.
- 2 However, employment seniority will be calculated from the start of the temporary employment if the employment relationship continues without interruption and is not limited in time or by an assignment.
- 3 Temporary employment will be changed to permanent employment if it continues after the agreed date or assignment. However, temporary employment may in special cases be extended after the date/assignment first agreed if the original assumptions have changed (if the season has unexpectedly been prolonged or the assignment has been extended). In such event, employment seniority will be calculated in accordance with the provisions in B 2 (1) above.
- 4 Enterprise seniority is calculated for temporary employees in accordance with the provisions in A (2) above.

Monthly-paid employees will receive wages during holiday and holiday allowance in accordance with the provisions of the Danish Holiday Act on paid holiday.

If an employee is transferred from hourly-paid to monthly-paid employment, the above will take effect immediately in order to compensate for any differences in the holiday allowance payments.

Framework agreement regarding method development and piecework for Meat and Processing

1. Object

In order to strengthen the enterprises' competitiveness and continued development and, thus, the employment opportunities, the parties agree that it is necessary to endeavour to increase productivity through a mutual cooperation and loyal commitment by means of improved working methods, the most rational production conditions and the best possible production efforts by everyone taking part in the work.

To promote this and to provide the employees with the opportunity of obtaining a reasonable extra income, the parties agree that the efforts made must always observe

all safety and health requirements. Then, when agreed locally, enterprises may introduce work studies and piecework in accordance with the guidelines below.

2. Local agreements

Piecework may only be introduced at the individual enterprises when the organisations have approved the relevant local agreement.

The local agreement on piecework must include the following information:

1. Provision on fixing of piece rates, cf. clause 3
2. Determination of additional work, cf. clause 10
3. Any use of the special additional time for combined rest breaks, cf. the framework agreement on this subject.

The parties agree that the framework agreement essentially covers issues relating to piece-rate fixing, and that the local agreements must contain items 1, 2 and 3 in clause 2 of the framework agreement.

Protocol regarding existing local agreements

As a general rule, the existing local agreements on the ordinary piecework system under the framework agreement of 10 April 1963 apply, subject only to the amendments that may result from amendments of the above framework agreement which the organisations have agreed.

In case of any special local circumstances that may justify other amendments, such amendments may be made following local negotiations. Such amendments must be sent to the organisations for approval.

3. Method development and work studies

Work studies are used for method development, and such studies are carried out after having been discussed in the work study committee using the study method best suited for the relevant production or operation, as assessed by the enterprise.

Time studies (the continuity method), unit time systems, synthetic material and frequency studies are used for fixing of piece rates. The local parties must agree on the fixing of the piece rate and it must be stated in the local agreement.

More advanced time study methods or systems and use of synthetic times from other enterprises in the area may be used subject to prior agreement between the organisations.

Time studies must be used for checks, regardless of the system applied, cf. clause 18.

4. Preparations

When the local agreement has been finally approved, the required preparatory work will be initiated, including any appointment and training of work study staff and implementation of the work study method.

5. Work study technicians

The enterprise will appoint its own consultants and work study staff. They will be in charge of method development and fixing of piece rates, and their instructions must be observed by the employees as agreed with the foremen. The organisations agree to recommend that the work study shop steward participate in the work study department's tasks and that a local agreement on this subject is concluded.

If a work study shop steward is replaced, cf. clause 27, the local agreement will be reviewed. The work study shop steward participates in the department's tasks under the management and responsibility of the work study manager.

6. Work plan

On the recommendation of the work study committee, the enterprise decides which work is to be carried out as piecework, how to fix piece rates and in which order. The enterprise prepares a plan stating work areas, types of goods etc. to be included in work studies and fixing of piece rates.

When the enterprise launches the piecework scheme, it is a condition that it must continue without interruption until all the areas stated in the work plan have been included under the new payment system. The local parties are obliged to contribute to the success of the scheme in a professional and positive manner.

If the fixing of piece rates has been initiated, it must as far as possible be finalised without interruption. In the event of interruption, the shop steward must be notified of the reason for this.

The work study committee will be kept informed of the planned programme for the fixing of piece rates and any changes made to that programme, and it is always entitled to make proposals for new assignments in that connection.

If one of the local parties does not contribute positively to the execution of the work plan, the other party is entitled to refer the issue to discussion between the organisations.

If there are any other work areas which NNF deems to be suitable for inclusion in the work plan, NNF is entitled to raise the issue in negotiations with DI in accordance with the general industrial provisions.

If it is not possible to fix piece rates due to technical, operational or similar reasons based on the other provisions of the framework agreement, or where the local parties otherwise agree that it would be expedient, other types of piecework schemes may be agreed with the organisations based on work studies and/or quality and benefit measurements.

When work studies are initiated within a work area, the shop steward, the work study shop steward and the affected employees must be notified.

7. Method development

The parties agree that the part of the work studies aiming to determine the most practical production method and comprising examinations of the workplace, working conditions, tools, ancillary equipment, machines, material, means of transport etc. as well as the actual working process must normally take place before the actual fixing of piece rates.

In addition, it is assumed that both the shop steward and the work study shop steward have access to the material used by the enterprise for method development.

The safety group must take part in this planning and organisation of the work in order to ensure that the work may be performed observing all safety and health requirements, cf. the Danish Working Environment Act, which the safety group must certify.

8. Instruction

(1) Training and instruction

If new working methods and piecework contracts are to be introduced successfully, it is necessary to ensure that the employees receive thorough training and instruction. For this reason, the enterprise management is obliged to ensure that the affected employees receive such training and instruction before piecework contracts are

implemented and new working methods are introduced. Such training and instruction may take place at the workplace or in a suitable training facility at the enterprise's discretion.

Employees who are transferred to a new or a different piecework area must be trained and instructed according to the same guidelines. In the event of doubt, the shop steward must be summoned.

(2) Protocol regarding substitutes and untrained employees on production line/group piecework

In order to avoid loss of wages for a versatile and skilled piece worker who is moved from piecework to hourly-paid work, the relevant operator will receive an allowance up to the usual average wages of such operator for a period of three weeks.

If untrained employees are moved to production line piecework (group piecework) with more experienced employees, it will be ensured that the untrained operator gets the required help in order not to slow down work.

9. Preparation of piecework contracts

(1) Preparation of piecework contracts

The piecework contracts are prepared as time piecework contracts for groups or individual employees.

Regardless of the system used by the enterprise, all piecework contracts must be based on complete work analyses with related work studies, just as any piece rate must be based on a detailed work description, specified work phases and the related phase times, specified additional time, any work pace assessment applied immediately and specification of the quality requirements and other guidelines governing the piece rates.

Piecework contracts may only be prepared once method determination, training and instruction have been completed.

In addition, the work description must be reviewed by the affected operators and must consider the safety regulations and any orders issued from time to time for the piecework area by the safety organisation, the Danish Working Environment Authority and the enterprise.

(2) Protocol regarding temporary piecework

In order to mitigate the effects of any changes and new studies, the parties agree that temporary fixed-term piecework contracts may be concluded between the local parties. Such contracts must be as realistic as possible and justified by any synthetic times or study/studies, if necessary, in accordance with the work description prepared. If it is not possible to agree on a realistic contract, hourly wages must be paid for such work, cf. the provisions of the collective agreement.

The agreement will be replaced by the piecework contract prepared according to a time study, cf. clauses 14 and 15 of the framework agreement.

Any adjustments will have retroactive application from the implementation of the contract, cf. clause 18 of the framework agreement.

10. Additional work

In addition to the production time, more time will be required for different work required to perform the work processes.

This additional work thus concerns conditions related to the general working conditions at the enterprise in the individual departments or at the individual work sites, and the

parties agree that the additional work is divided into the following groups to be treated as follows:

- a. Operational time
= the part of the additional work relating to the technological and organisational performance of the work. This may include preparation, clearing, collection and delivery of goods etc. The time is measured and assessed, cf. clause 3, and added to the production time.
- b. Machine time
= the part of the processing, treatment or transport time which the employees are not able to influence. For this time, compensation for the lack of opportunity to earn the piece rate is payable.
The machine time addition is fixed at 54% for the term of the collective agreement.
The machine time is added to the production time.
However, the machine time is not added for line work with mechanical feed, such as a slaughtering line and a cutting belt, conveyor belt and the like.
- c. General time
= the time spent during piecework on changing between different piecework, clocking in/out, having required talks with the foreman, instructor etc., putting on, removing and cleaning protective equipment, receiving wages and similar periodic small interruptions in the piecework.
The addition amounts to 2½% of the production time, including operational time and machine time.
The half percentage point is added for putting on, removing and cleaning personal protective equipment.
For operations where the use of personal protective equipment, comprising chainmail gloves, arm guards and chainmail aprons, is mandatory or has been agreed, the addition will be increased to 3%.
- d. Special time
= the part of the additional work that compensates for the psychosocial and physical conditions of the work as well as the external conditions at the individual work sites such as light, heat, cold, humidity and noise.
The special time addition as from 1 March 2004 is 7½% of the production time plus any operational time and machine time. For areas requiring high hygiene standards, where the employees must change into overalls/work wear, footwear, headgear etc., the addition will be increased to 8½%.
- e. Personal time
= the time available to the individual employees for personal needs such as visits to the lavatory and personal hygiene.
This addition is agreed locally in consideration of the conditions at the individual enterprise, normally at 5% of the production time, including operational time and machine time.
The additions described in c, d and e above are calculated as a total percentage of the production time, including operational time and machine time.
The additional work described in d above is used, if and when agreed by the parties, for rest breaks, cf. the framework agreement.

11. Standard time

The standard time is calculated by adding the time described in clause 10 to the production time, if relevant and as described.

12. Standard output

(1) Standard output

The standard output is the work output required to perform a job within the standard time under normal working conditions.

The standard output equals 100% piecework output and corresponds to a normal walking pace of 5 km per hour on a plane road without obstacles or load.

For use in the training in work pace assessment, a work pace assessment film and training material will be prepared as agreed between the parties.

To provide correct and uniform assessment and use of the different work study methods etc., it is agreed that the work study staff must be allowed to update their work study knowledge at least twice a year, as agreed, and with the involvement of both parties. This will take the form of practical exercises and relevant films where the work pace has been approved by DI and NNF.

(2) Update

Every six months, the work study knowledge of the work study technicians and work study shop stewards are updated in order to ensure that they continue to be able to perform a correct and uniform work pace assessment and treatment of the work study material.

Shop stewards trained before 1 April 1987 may participate in the above-mentioned updates.

Shop stewards trained after 1 April 1987 must participate in the above-mentioned updates.

Updates are normally arranged regionally with an appropriate number of participants. They include assessment exercises, partly watching of films showing work paces approved by the organisations and partly studying of the relevant work directly.

The ability to treat the work study material correctly will be tested by reviewing sample studies and calculating standard times.

(3) Training

The exercises performed are reviewed and discussed in connection with the updates. Any new exercise material for local training must be approved by the organisations.

The exercise material previously used will be reviewed by the parties.

(4) Uniform and correct treatment of work study material

In order to ensure that the work study material is treated and checked correctly, the enterprises should ensure that the work study staff receives the required training. Shop stewards may participate in such training; however, shop stewards trained after 1 April 1987 must participate.

If the organisations' technical consultants agree in connection with the regular updates that a participant's knowledge is not satisfactory, the enterprise and the participant in question will be notified.

Such notice will contain information on the follow-up or measures to be taken to ensure satisfactory performance of the work study activities.

13. Piecework base rate

The base rate is the agreed hourly earnings for standard output and amounts to:

1 March 2010

DKK 65.29

For all piecework contracts and bonus schemes based on the base rate and prepared before 1 April 1987, the individual phase times must be reduced by 20%. However, this does not apply to time related to mechanically operated work phases and where machine time is added, cf. clause 10.

After the first year of the apprenticeship period (clause 25), the hourly earnings for apprentices working piecework are 75% of the wages for adult employees for the same output. For adult apprentices, the hourly earnings are the same as for adult employees.

14. Implementation of the piecework contract

A piecework contract prepared by the enterprise must be reviewed with the shop steward and the work study shop steward no later than three working days before implementation, cf. this agreement and the provisions of the local agreement. However, subject to the local parties' agreement, the contract may be implemented immediately after the review.

The material provided must clearly state the following information:

- a. what the piecework contract concerns
- b. how it starts and ends
- c. work and method description, in which the employees have been instructed and trained, stating the safety regulations and any orders issued by the safety organisation, the Danish Working Environment Authority and the enterprise
- d. quality requirements corresponding to the quality approved during the studies with the highest possible level of specification and documentation
- e. machine, equipment, materials etc. used, requirements for them and their properties
- f. layout of the work site shown in a rough outline, photo or the like
- g. production time (in phase times)
- h. operational time
- i. machine time
- j. general time
- k. special time
- l. personal time
- m. standard time (in minutes) per piece – quantity, weight or the like
- n. standard output per hour
- o. piece rate (on delivery)

In addition, it is assumed that both the shop steward and the parties' representatives have access to the study material used to fix the piece rates and stored by the enterprise, and that such information is confidential. It is ensured that the shop steward can file and record the piecework contract in an appropriate manner.

15. Acceptance of piecework contracts

As soon as the piecework contract has been reviewed, it may be implemented, cf. clause 14, and the employees are remunerated according to output.

It is a condition that all new piecework contracts are tested loyally, and any objections to a new piecework contract may only be raised after 35 hours worked or a maximum of one week. However, if a piecework contract replaces a temporary piecework contract, cf. clause 9(2), checks may be started immediately.

If no written objections to the piecework contract have been raised after 160 hours of work on the contract, at the latest, it is considered as accepted by the employees.

If objections to the piecework contract are raised, the procedure in clause 18 must be followed. The shop steward must be informed of the expiry of the deadline in due time.

According to agreement between the enterprise and the shop steward, the work study shop steward will be given access to checking that the work description is observed. Following this procedure, the piecework contract is the only valid piecework payment agreement for this work, and changes may only be made in the event of one of the following:

- a. Changes to existing work methods (due to changes in production, production plan, tools, work site, manual method, raw material used, quality requirements, packaging types used and the like, cf. the work description). Such changes must be discussed in the work study committee before implementation.
- b. Miscalculations, which both parties are obliged to call attention to immediately.
- c. Unrealistically high or low productivity figures and/or efficiency figures in connection with piecework contracts prepared after 1 April 1987.

Consequently, the organisations are obliged to address such situations and check whether there are errors in the piecework material such as work descriptions, quality requirements or work pace assessments.

If and when required, the time for the work phase(s) to which the change relates must immediately be corrected.

A piecework contract may not be changed due to increased piecework earnings as a result of the employees' work pace, skill and experience.

16. Cleaning of machines

In the event of failure to clean machines and work sites or neglect of machines, cf. the work descriptions, the enterprise is entitled to remove the person responsible from the work. In the event of doubt, the shop steward must be summoned.

17. Quality requirements

It is a condition for any piecework contract, both during the trial period and after acceptance, that the work performed and the materials, machines etc. observe the conditions stipulated in the specifications issued in all respects.

If the work performed does not fulfil the quality requirements, the enterprise may demand that the work be redone or that work not performed be performed and perhaps withdraw any piecework profit for distribution for the work in question.

The enterprise is obliged to ensure that raw material processed by piecework is always in accordance with the work description, cf. clause 9.

If the enterprise fails to fulfil these requirements, the employees may demand that the work be performed as time-based work according to the collective agreement.

18. Procedure

If the parties fail to reach an agreement on a proposed piecework contract or piecework contract change, simultaneous, but independent checks must be made by the enterprise's and the employees' local work study representatives (cf. clause 27).

Local checks must be initiated within two weeks of a written request to that effect from the shop steward.

A piecework contract which has been made subject to checks and on which agreement has been reached following local discussions on the result of the check are considered to be approved, and the parties must confirm this in writing.

If the parties still do not agree after the checks, the issue must be heard in the work study committee (cf. clause 28).

If, after local negotiations on the issue in all instances, no agreement has been reached on the piecework contract, the case is referred to DI and NNF which are obliged to settle the case as quickly as possible.

The piecework material must be checked by the piecework committee composed of representatives for the organisations and any rate checkers and work study shop stewards.

If required, the committee will undertake its own measurements and assessments of the work and present a final proposal for a solution containing concrete piecework data. If this proposal is accepted by the local parties, the piecework contract will be considered to be approved.

During the checks and any negotiations between the organisations, payment will be made according to output based on the piecework contract in dispute.

If agreement cannot be reached on the piecework contract, an adjustment may be made for the time passed since the piecework contract was implemented.

If agreement has not been reached within two months of the objection, the work must be performed on hourly wages.

If production ceases before checks can be initiated, payment will be made based on the productivity achieved plus 10%. If no piecework profit has been made, the time-based wages according to the collective agreement are paid.

19. Suspension or shutdown of piecework

The enterprise may suspend or shut down piecework in the event of breakdown of machinery, material shortage, lack of orders, changed export and market conditions, interruptions in operation or similar causes. After this time, the work will be performed as time-based work according to the collective agreement.

In addition, the enterprises are entitled to reorganise work procedures and production methods, subject to notice to the shop steward.

20. Time-based work

To the extent that piecework is not enough to reach the weekly working hours agreed in the collective agreement, the employees are obliged to work against payment of time-based wages for the remaining hours, meaning that the normal weekly wages agreed in the collective agreement are always guaranteed for weekly-paid employees.

Where documentation is provided for a collective reduction of productivity not reaching the level corresponding to the basic rate plus the piecework guarantee payment and in connection with work on approved piecework contracts, payment is made based on the productivity reached.

If subsequent checks show that changes have been made relative to the work description forming the basis of the piecework contract, adjustment must be made for the period in which productivity was reduced by the percentage change demonstrated by the check.

Employees transferred from piecework to time-based work are paid the time rate stipulated by collective agreement. Payment for time-based work is based on hours and hundredths of an hour.

All work which has not been made subject to a piecework contract must be considered time-based work according to the provisions of the collective agreement.

21. Personal allowances

When doing piecework, any previous personal allowances in addition to the weekly wages will cease to be paid to the extent that they are covered by the employee's piecework profit during the week in question.

22. Overtime

Ordinary piecework payment is payable for piecework during overtime. In addition, the overtime payment stipulated by collective agreement is paid per hour of overtime worked.

23. Ancillary workers

Ancillary workers on whom a piecework area is constantly directly dependent, but who do not participate in the piecework, receive the average piecework profit in the piecework area. If technically viable, the piecework profit must be paid in the subsequent week, cf. clause 24 of the framework agreement.

Ancillary workers who only work in a piecework area periodically receive the average piecework profit for the area for the time during which their assistance was required. If technically viable, the piecework profit must be paid in the subsequent week, cf. clause 24 of the framework agreement.

Determination of the required periodic ancillary work must as far as possible be based on a measurement and work pace assessment of the ancillary work.

It is a condition that the ancillary worker observes the work descriptions and any schedules issued, cf. the framework agreement, and, thus, that the piecework for which the person is ancillary worker is not slowed down.

24. Payment of piecework profit

(1) Settlement

The piecework profit is settled per calendar week as the total result of the piecework hours worked. Payment is made in the following week. In addition, the parties agree that the shop steward is given access to monitoring the individual piecework contracts in terms of productivity and profit for information purposes, not least after the implementation of new piecework contracts and the continuous preparation of piecework contracts.

Approved piecework sub-contracts may be recorded under one general piecework contract. During the time until the piecework contract has been approved, the shop steward is given access to monitoring the individual piecework sub-contracts. In the event of problems with a piecework sub-contract, the shop steward must be given access to monitoring it for an agreed period of time.

(2) Protocol regarding statistics to be provided to the shop steward

The parties agree that the following statistics must be provided to the shop steward, cf. clause 24 of the framework agreement.

1. Weekly statistics showing average productivity for the individual piecework contracts. (Avg.prod/week/piecework).

2. Weekly statistics showing total productivity for the individual pieceworker. (Totalprod/week/man).
3. Weekly statistics showing the individual pieceworker's productivity for the individual piecework contract until the end of the trial period (160 hours). (Prod/week/man/piecework).
4. To inform the shop steward of the time earned and spent by the pieceworkers, a copy of the statement from the computer centre ("EDB-centralen") is provided to the shop steward.

(3) Protocol regarding monthly piecework statistics to be provided to NNF

The parties agree that monthly wage statistics must be provided to NNF as agreed.

25. Apprentices

Subject to provision of the required training and instruction, apprentices may do piecework after the first year of their apprenticeship period. However, adult apprentices may do piecework from the start of their apprenticeship period.

Piecework must never interfere with the apprentices' vocational training, and a six-month training plan must be drafted for apprentices, describing which work areas the apprentice must be acquainted with and ensuring that the apprentice regularly changes work areas.

26. Special payment

(1) Instructor

If an employee works in a piecework area as an instructor or test developer, the operator must receive the piecework profit achieved within the preceding four weeks for the time in which the operator is not able to obtain a piecework profit.

(2) Shop stewards

For the hours during which the shop steward and the work study shop steward do not do piecework or work under local agreements, the shop steward and the work study shop steward are paid average wages calculated on the basis of all activities at the individual enterprise.

The local parties must conclude a local agreement on payment of piecework wages to shop stewards and work study shop stewards based on the piecework base rate plus 7%. The rights of shop stewards and work study shop stewards under existing local agreements on their remuneration in effect on 1 March 2007 must not be prejudiced.

27. Work study shop stewards

The employees nominate candidates for the position of work study shop steward to the enterprise. For each work study shop steward to be appointed, three must be nominated. The three nominees must complete a test, after which time the enterprise will select one in consultation with the shop steward. If, after the test, none of the nominees are found to be suitable, new nominations must be submitted.

The work study shop steward must be trained in all the methods used for preparing piecework contracts at the enterprise.

Both during method development and the preparation of piecework contracts, in which work the work study shop steward may participate actively, the work study shop steward must contribute to the settlement of any disagreements regarding these issues. Consequently, the work study shop steward must be capable of performing the required checks.

The work study shop steward is covered by the provisions on shop stewards in clause 63 of the collective agreement.

If it is not possible to reach an agreement, the counterparty is obliged to accept that the case be settled by industrial arbitration.

For the time during which the work study shop steward is not doing piecework, he or she is paid the piecework wages calculated on the basis of the enterprise's average productivity and piecework base rate applicable to pig slaughtering and cleaning line.

This payment will take effect from the start of training.

If a work study shop steward resigns, the enterprise must replace him or her as soon as possible, unless otherwise justified by structural changes in production.

Where relevant, structural changes may also justify increasing the number of work study shop stewards.

If necessary, the organisations must make a decision on this.

28. Work study committee

(1) Assignments

A work study committee is set up comprising representatives for the employees and for management who are entitled to be equally represented. The employee representatives on the committee are the shop steward and the acting work study shop stewards, and it is assumed that all members of the committee are reasonably acquainted with method and work study techniques. The work study committee must aim at quick and smooth method development and piecework contract preparation by keeping both parties informed, and assess and, if possible, identify the facts behind any disagreements.

The work study committee has an advisory role, as the final decision will still be left with the shop steward and the management and perhaps, as a final resort, the usual industrial dispute bodies.

Management will, in consultation with the shop steward, set the time and date of meetings in the work study committee. Minutes from these meetings must be approved and signed by both parties.

Remuneration for participation in such meetings outside of working hours is subject to the same rules as works council meetings. If meetings are held during working hours, remuneration for the meeting will be calculated as provided in clause 27.

(2) Protocol regarding work study training of the shop steward

The parties agree that "reasonably acquainted with work study techniques" means training at least covering the theoretical part of a basic course on work studies.

If shop stewards so request, they will be allowed to participate in the practical part of such course.

29. Weight adjustment

The piecework contracts for slaughtering lines, cleaning lines, cutting and lifting are adjusted on 1 April 1973 up to an average weight of 66 kg.

Other piece rates for cut out parts are adjusted in the same way to the extent that a change in weight will influence the piecework contract.

The adjustment will be based on the average weight forming the basis of the piecework contract.

If the piecework material does not state the average weight, adjustment is made on the basis of the average slaughter weight for pigs for the quarter in which the piecework contract was prepared.

For piecework contracts prepared before 10 May 1971, one kilo is added to the average weight due to the changed weighing principles prior to making the adjustment.

The piece rates are adjusted by 0.6% for each kilo.

For any future weight changes, the average weight will be calculated at the individual enterprise for each quarter (13 weeks). For each whole kilo by which this average weight deviates from 66 kg, the piece rates are adjusted upwards or downwards by 0.6%.

However, no piece rates may be adjusted to below an average weight of 63 kg.

Kilo-based piece rates and the slaughtering and processing of sows, boars and porkers are not covered by the provisions above.

30. Change of work pace for production line piecework

Change of the work pace (productivity) for production line piecework is subject to two months' notice, unless otherwise agreed by the local parties.

If, for technical reasons, it is not possible to implement this change in two months, e.g. because it is necessary for production to prepare a new piecework contract or to make machine or structural changes, the issue must be considered in the works council (with the presentation of the relevant material) and perhaps referred to the organisations.

31. Distribution of production on individual piecework contracts etc.

The organisations recognise that some of the working environment problems cannot be solved in the short term and believe that the work on improving the working environment must be strengthened.

This might be achieved by more varied work (job rotation), training in the new work operations and through technical solutions relieving any heavy strains on the employees.

According to clause 1 of the framework agreement and the Danish Working Environment Act, the work must be carried out observing all safety and health requirements, and any inconvenient strains on the body in connection with a high work pace must be avoided.

A much higher work pace during the first part of the working day may cause harmful strain on the body. At the same time, uneven work pace could make the production conditions more difficult in subsequent departments/areas.

For this reason, the organisations agree that the enterprise's safety organisation must expand the field of activity to include limitation of a high work pace in connection with the continued reduction of repetitive work. For this reason, the safety organisation is charged with analysing the different job functions and recommending to the enterprises what action should be taken to minimise any resulting damage.

The organisations recommend that the operators and the management with the cooperation of the shop steward conclude local agreements on limitation of performance and equal distribution of work over the entire working day, both for the individual employee and for groups of employees.

It must be emphasised that it is important that the agreed working times and special breaks are observed, cf. the local agreements concluded.

During the term of the collective agreement, the Danish Meat Industry's Working Environment Committee will follow the work and the results of the work.

32. Technology agreement

In connection with the introduction of new technology in the processing industry, the cooperation agreement between DA and LO provides that an assessment of the technical, financial, staff, training and environmental consequences of the introduction of new or changes to existing technology, including computer-based technology and systems, must be made when such introduction or changes are of a certain scale.

Based on the above, it is agreed that a technology allowance of DKK 27.14 per actual working hour is paid in addition to the hourly wages until such time as a temporary piecework contract is prepared, cf. clause 9, Preparation of piecework contracts, subclause (2), or a permanent piecework contract based on one of the payment systems below.

- Piecework contract based on the provisions of the collective agreement.
- Piecework contract based on the provisions of the collective agreement plus a bonus.

The bonus system may be based on higher productivity and fewer stops due to, for example, material shortage, flexibility, staffing, less waste, material consumption on film and labels, consumption of consumables, cooperation in the department, optimisation of down time and energy savings. Other parameters may be included if agreed locally.

If, following an assessment of the effects on work studies of the new or changed technology, the local parties agree that it is not expedient to pay wages as stipulated by collective agreement, wage agreements establishing the payment basis for the areas affected by new or changed technology may be concluded.

Such local agreement will then be the only valid payment system, and any change of such wage system by either party is subject to three months' notice.

Any subsequent adjustment must take place from the conclusion of any temporary piecework contract, cf. clause 9 of the framework agreement.

33. Other provisions

Unless otherwise expressly stipulated, the provisions of the collective agreement apply.

If there are any other matters not covered by the framework agreement, they must be stated in the local agreements, cf. clause 2.

34. Term of the framework agreement

This framework agreement, which is valid from 1 April 1975, and the local agreements approved under this framework agreement may be terminated with the collective agreement by giving the notice stipulated therein.

35. Guidelines for all technology agreements

The parties agree that new technology and automation are vital for enterprises to be able to maintain and strengthen their competitiveness. At the same time, the enterprises convey that they want to focus on employee development and retention.

In connection with the introduction of new technology and automation and the resulting structural rationalisations, the parties are aware that jobs may be lost. In this situation, the following agreements apply:

- The cooperation agreement of 9 June 1986 between DA and LO.
- Clause 25 of the collective agreement on job security.

The parties agree to work towards ensuring that the current employees will be used for the operation of new technology. In support of this, the provision on systematic training planning of the training protocol may be applied.

Framework agreement on rest breaks (cf. framework agreement regarding method development and piecework, clause 10 d)

1. Timing of breaks

At the individual enterprise, it may be agreed locally that the individual employee or group of employees is allowed to use the special additional time for combined rest breaks, subject to the parties' agreement.

The timing of the breaks is determined by the enterprise in such a way that they do not interfere with the working procedures.

The enterprise may, subject to agreement with the shop steward, change the timing of breaks in the event of breakdown of machinery and similar interruptions in operation.

It is a condition that the breaks must be held within the actual working time and are included in the rate fixing as working time, just as they will automatically be suspended if the individual employee's output falls below normal production.

2. Scope

The agreement only covers members of NNF who are pieceworkers and only if such employees do piecework during the periods of time in which such rest breaks are held.

It is underlined that no employees are obliged to take rest breaks, unless otherwise agreed in the local agreement.

3. Special breaks

The special breaks amount to 30 minutes per working day; however, 34 minutes for areas requiring high hygiene standards where the employees must change into overalls/work wear, footwear, headgear etc.

The breaks must not be scheduled together with ordinary meal breaks or be used to shorten the working day. The breaks may under no circumstances be banked or combined.

The break times include time spent walking to and from breaks.

The enterprise is entitled to demand that employees clock in and out at the start and end of breaks.

The employees must not leave the enterprise during breaks.

4. Break facilities

The factory designates the facilities that can and must be used for breaks.

In such facilities, drinking of any kind of alcoholic beverages, including lager, is not allowed outside of the normal meal breaks, just as card-playing or the like is not allowed.

Violation of the above provisions may lead to summary dismissal.

5. Settlement of disagreements

Any disagreements regarding this agreement must be settled in accordance with the provisions on industrial disputes.

6. Termination

This framework agreement, which is valid from 1 April 1975, and the local agreements prepared under this framework agreement may be terminated with the collective agreement by giving the notice stipulated therein.

Protocol on fixed-wage agreements for assembly line, group and joint piecework

Subject to local agreement, a fixed-wage agreement may be concluded according to the following guidelines.

- (1) Staffing, productivity and chain and line speed are determined in accordance with the provisions of the framework agreement.
- (2) A quarterly average production time per actual working hour is calculated. This calculation must include any overtime.
For the average production time per actual working hour, employees are remunerated by piecework wages, cf. the provisions of the framework agreement, while remuneration for the hourly-pay period is subject to clause 11 of the collective agreement.
The wages per actual working hour thus calculated less the hourly rate applicable from time to time equals the fixed-wage allowance for the following quarter.
- (3) Fixed-wage allowance is paid in addition to the hourly wage, if the staffing and chain/line speed determined in accordance with subclause (1) are observed.
- (4) Overtime in connection with a fixed-wage agreement is remunerated as follows:
 - Overtime on days off is remunerated by a fixed-wage agreement during the actual working hours plus an overtime allowance
 - Overtime before the start of normal working hours is remunerated by a fixed-wage agreement during the actual working hours plus an overtime allowance
 - Overtime after the end of normal working hours due to breakdown of machinery is remunerated by overtime allowance and hourly wages.
 - Overtime after the end of normal working hours extending the production time is remunerated by a fixed-wage agreement during the actual working hours plus an overtime allowance
- (5) For apprentices who participate under a fixed-wage agreement after the first year of their apprenticeship period, the fixed-wage allowance amounts to:

| | |
|----------------------|------|
| Apprentices under 18 | 105% |
| Apprentices over 18 | 81% |
| Apprentices over 20 | 69% |
| Adult apprentices | 100% |

of the adult employee's fixed-wage allowance for the same work.
- (6) In the event of production stoppage due to delivery failure, as a result of weather conditions or wildcat stoppages by other employees, the fixed-wage agreement will be cancelled, and in these cases, the hourly wages stipulated by collective agreement will be paid.
- (7) The fixed-wage agreement may be terminated by giving three months' notice to expire at the end of a quarter.

Group life

Meat, Processing

The full wording of group life applicable to Processing and Meat is included as a special provision.

Meat

Agreement on group life insurance

According to an agreement between DI for the members in the meat industry (Meat) and the administration company Forenede Gruppeliv (FG), Meat has undertaken on behalf of its members to provide group life insurance for all employees employed by its member enterprises, including apprentices who have attained the age of 18 but have not attained the age of 67 and who are members of NNF (meat industry), the Danish Metal Workers' Union or the Danish Union of Electricians.

To cover the liability assumed in connection with the above-mentioned agreement, KIF and FG have signed a group life agreement according to which the insurance amount is DKK 274,560.00 if the insured dies during the time from when he or she attains the age of 18 and until he or she attains the age of 67.

If a group member leaves children under the age of 21, an additional insurance amount will be paid per child according to the following scale:

| | |
|-------------|---------------|
| Under 18 | DKK 41,184.00 |
| 18-20 incl. | DKK 29,790.00 |
| Over 21 | DKK 0.00 |

If a group member, who has one year's seniority, as a minimum, at one and the same Meat member and who has not attained the age of 60, is granted disability pension based on at least two thirds disability, an insurance amount of DKK 37,128.00 is paid.

If such disability was caused by an accident at the enterprise, the above seniority requirement will not apply.

The insurance amounts stated are indexed every year. The above insurance amounts take effect from 9 June 1998.

Critical illness

If a group member develops a "critical illness" before having attained the age of 60, an insurance amount of DKK 78,000.00 is paid. Critical illness covers: malignant types of cancer, coronary thrombosis, brain haemorrhage, open-heart surgery (bypass surgery and heart valves), disseminated sclerosis, kidney failure, major organ transplants (heart-lung, lung and liver) and AIDS as stated in the special insurance terms.

After payment of the insurance amount for critical illness, the critical illness cover will lapse. It is a condition for payment that the diagnosis is made during the insurance period and no earlier than three months after entry into the group life insurance scheme. The insurance amount paid is deducted from any cover on death at a later time if the insured dies less than three months after payment of the insurance amount on critical illness.

The premium is paid by the enterprise and declared to the tax authorities as wages. The right to cover will lapse 30 days after resignation from a position or the employer's withdrawal from Meat; however, not later than at the end of the month in which the group member attains the age of 67. If an employee on early retirement benefits dies before having attained the age of 67, the insurance amount will be paid, provided that the employee had been employed by one and the same Meat member for a continuous period of seven years before early retirement. The early retirement scheme is a paid-up policy.

Processing

Group life agreement

Agreement on group life insurance with disability cover and critical illness

According to the collective agreement between DI as the one party and NNF and the Danish Metal Workers' Union as the other party, the above employers' association is obliged on behalf of its members to provide group life insurance for all employees at the member enterprises who have attained the age of 18 but have not attained the age of 65 and who:

- (a) are members of NNF or the Danish Metal Workers' Union or
- (b) are members of another union, but are paid according to the wage rates applicable to one of the unions mentioned above at their enterprises, or where DI has made another special agreement with the union in question on participation in the group life insurance scheme.

Apprentices under the age of 18 will be covered by the insurance scheme after the end of their apprenticeship period.

From 1 March 2011, apprentices under the age of 18 will be covered by the insurance scheme from the start of their apprenticeship period.

Insurance amount on death

To cover the liability assumed in connection with the above-mentioned agreement, DI and the group life insurance company for the meat industry Slagteriernes Gruppeliv (SG) have signed a group agreement according to which the insurance amount is DKK 310,000 if the insured dies before having attained the age of 67.

Children's benefits

In addition, the following amounts are paid for children under the age of 21:

DKK 43,500 per child aged 0-16

DKK 37,500 per child aged 17

DKK 31,500 per child aged 18

DKK 25,500 per child aged 19

DKK 12,000 per child aged 20

Disability cover

Where an application for public early retirement pension is processed in accordance with the rules applicable before 1 January 2003, an insurance amount of DKK 90,000 is paid to employees with at least one year's seniority at one and the same enterprise under this agreement who are awarded early retirement pension from the state before attaining the age of 65.

If an employee attains the age of 65 before being awarded early retirement pension but after applying for early retirement pension, it must be assessed in each specific case whether the loss of capacity for work must be assumed to have occurred within the period of cover and before the employee attained the age of 65.

An insurance amount of DKK 90,000 is paid to employees whose capacity for work is reduced by at least two thirds due to illness or accident after 1 January 2003 but before having attained the age of 65 and after at least one year's seniority at one and the same enterprise under this agreement.

Such loss of capacity for work occurs when the group member in SG's opinion is no longer capable of earning more than one third of the usual amount paid to employees with full capacity for work and with similar training and of a similar age. The member's

current state of health, training and previous employment must be taken into consideration.

If the loss of capacity for work is due to an accident at the enterprise, the seniority requirement will not apply.

After payment of an insurance amount on disability, disability cover will lapse, and cover on death will be reduced by the amount paid. The reduced cover on death will be maintained as a paid-up policy for up to three years after the incapacity for work set in; however, no longer than at the expiry of the agreement, after which time cover will lapse.

Critical illness

If an employee develops a critical illness before having attained the age of 65, an insurance amount of DKK 100,000 is paid.

Critical illness covers: cancer, coronary thrombosis, bypass surgery or balloon angioplasty, heart valve surgery, brain haemorrhage, cerebral aneurysm, certain benign tumours in the brain and spinal cord, disseminated sclerosis, ALS (amyotrophic lateral sclerosis), muscular atrophy, HIV infection due to a blood transfusion or work-related transmission, AIDS, Creutzfeldt-Jakob disease, kidney failure, major organ transplants, Parkinson's disease, blindness and deafness, as stated in the special insurance terms.

After payment of the insurance amount for critical illness, the critical illness cover will lapse. It is a condition for payment that the diagnosis is made during the insurance period. The insurance amount paid is deducted from any cover on death due at a later time, if the death is caused by the same illness, and if the insured dies less than three months after payment of the insurance amount on critical illness.

If an employee has previously been diagnosed with a critical illness, the employee will be covered by the scheme if he or she develops a new (another) critical illness after more than 10 years.

Transitional provisions applicable to 1 March 2009:

However, if a critical illness was diagnosed before 1 March 1999, the employee is covered by the scheme in the event that a new (another) critical illness is diagnosed later in the insurance period.

However, for cancer diagnoses made on 1 March 2003 or later, the following applies:

If the group member has been diagnosed with cancer once before, he or she will be entitled to payment in the event of a new cancer diagnosis subject to the following conditions:

The last active medical treatment for the previous cancer diagnosis took place at least 10 years ago without any form of subsequent cancer treatment or any form of relapse. The 10-year period runs from the last day of active medical treatment (such as surgery, chemotherapy or radiation therapy) and until the date of a new (another) cancer diagnosis. Follow-up appointments are not regarded as treatment.

In addition, the insurance agreement is governed by SG's terms on critical illness cover in connection with group life agreements and SG's insurance terms, according to which the following provisions apply to the insured:

Commencement

Cover under the group life insurance commences on the day when SG accepts the insurance, unless another commencement date has been agreed. Changes to the group

life insurance are subject to the same rules as admission in the group life insurance scheme.

Payment on death

The insurance amount payable if the group member dies will be paid to the group member's next of kin, unless otherwise agreed in writing between the member and SG.

The group member's "next of kin" includes the group member's spouse or, if there is no surviving spouse, the group member's children or, if there are no surviving children, the group member's heirs according to his or her will or by law.

Children's benefits payable to minors living in the deceased's home with the deceased's spouse are paid to the spouse. Otherwise, the payment will be made to the child in question. Payment is conditional upon presentation of the documentation required by the company.

Excluded risk

In a state of war or other similar increase of risk on Danish territory, cover under the group insurance is suspended.

On recommendation from the Danish Financial Supervisory Authority, the Minister for Industry decides whether the above situation has arisen and if so, when such increase of risk must be deemed to have occurred and ceased.

Outside of Danish territory, insurance events that are caused as a result of active participation in war, riot or the like are not covered.

Disposal

The group life policy may not be disposed of, pledged or otherwise be bought and sold, and if the insured leaves the insurance scheme, the policy will have no value.

Paid-up policy

If a group member leaves the insurance scheme before attaining the age of 65 due to illness or accident causing his or her capacity for work to be reduced to one third or less, cover may be maintained without payment of premium during the period of incapacity for work up to a maximum of three years.

In order to provide and maintain such cover, the insured must present such documentation for his or her incapacity for work as SG deems necessary.

Withdrawal from the group

If a group member withdraws from the group, either by resigning from the policyholder enterprise, or because the insured no longer fulfils the conditions for being a member of the group, cover will lapse at the end of the quarter in which he or she withdraws.

If a group member resigns from the policyholder enterprise due to seasonal unemployment, strike, lockout or other form of work stoppage, cover will continue during such work stoppage for up to two months, provided that premium is paid for the entire group for this period.

Meat and Processing Protocol on group life

The parties to the collective agreement agree during the term of the collective agreement to set up a representative committee charged with analysing the current group life scheme in order to identify any necessary adjustments of the principles of the scheme, such as payment of an insurance amount on disability and scope of cover.

In addition, the possibilities of admitting new members to the scheme must be clarified and alternative group life solutions must be examined.

The work must be completed three months before the end of the term of the collective agreement, at the latest.

The TB Foundation

Processing

Protocol regarding the TB Foundation, contagious diseases

The organisations agree that the agreement on tuberculosis examination and establishment of a foundation to aid employees suffering from pulmonary tuberculosis will lapse.

It is agreed that if problems related to tuberculosis should later arise again, the organisation will start negotiations thereon.

The Foundation's assets will be kept intact and may, subject to agreement, be used for providing support in connection with absence due to contagious diseases where the employees are not allowed to work in the industry.

An amount may be paid with the sickness benefits up to a total of 90% of the average wages for the past four weeks prior to the period of absence.

It is a condition that the period of absence has been documented by a doctor's certificate and that the employee has resumed work at the enterprise. No holiday or weekday holiday allowance is payable on the allowance from the Foundation.

Provisions on shift work (with comments)

1.

General working time provisions

(1) On the first shift, the normal working hours for the individual employee are 37 per week. On the second and third shifts, the normal weekly working hours are 34.

Overtime of up to three hours per week may be established on all three shifts, subject to local agreement.

The normal working hours for the individual employees are as stated, regardless of whether the work is organised in two or three shifts, and whether the enterprise uses normal shift work or continuous operation.

(2) If shift work is performed for six weeks or more, the working hours may be scheduled as a rota system, where the individual employee's normal average working hours on three shifts are 105 hours in continuous three-week periods and on two shifts 71 hours in continuous two-week periods. Consequently, the weekly working hours may be longer or shorter than indicated in sub-clause (1), and excess hours are banked as whole days off which must be included in the roster for the rota period. To be considered a shift worker, the individual employee must take part in the rota system at least six times within six weeks.

All shift work must be organised in accordance with the provisions in part 9 of the Danish Working Environment Act on rest periods and rest days and the related executive orders. All shift work may, thus, be continued on all days of the week,

regardless of the type of production, as long as the special provisions on rest periods and rest days are observed. As this may result in the shifts having working hours that deviate from the norm in clause 1(1) within a week, it is a condition that shift work extends beyond six weeks in such circumstances. In such case, a rota plan must be agreed for a locally agreed rota period setting out the individual employees' working hours. Reference is made to clause 2(1) and clause 6(2) and (3) for the rules on interruption of shift work on a rota plan. The rota plan must include banked days off for the individual employee to ensure that he or she will work the normal working hours for two shifts of 35½ and for three shifts of 35, stated as average figures for the entire rota period.

Consequently, the working hours may deviate from the norm in sub-clause (1) in the individual weeks.

If working hours in the individual weeks or periods exceeding the norm in clause 1(1) are compensated by time off, no overtime allowance is paid. However, in connection with actual overtime during shift work, overtime allowance must be paid.

Subject to local agreement, it may be agreed under clause 9 that the working hours may be increased during a period of time (e.g. in connection with seasonal work) and decreased in a subsequent period.

Additional staff, substitutes etc. must have at least six shifts within a six-week period to be considered shift workers.

(3) Employees must be given at least 5 x 24 hours' notice of transfer to shift work. However, employees employed for shift work or participating in the roster for a rota period (clause 1(2)) are not entitled to notice. If work is required before the expiry of the notice period, the employees entitled to notice are paid in accordance with the provisions in clause 5 with the usual overtime allowance calculated on the basis of the enterprise's normal daily working hours.

"Transfer to shift work" means both establishment of new shifts and the transfer of individual employees from day work to shift work, unless the employees have been employed for shift work or participate in a rota plan.

The notice to be given is 5 x 24 hours prior to the start of shift work (including Sundays, weekday holidays, days off and holidays).

If the notice expires during a working period, overtime allowance is paid instead of shift allowance for the time until the expiry of the notice, cf. otherwise clause 5. However, this special provision does not change the categorisation of the work as normal shift work.

(4) Generally, the employees will work for one week at a time on the same shift, after which time the shifts will change, for example, for work in three shifts, which means that the first shift will change to the third shift, the second shift will change to the first shift, and the third shift will change to the second shift. Shifts are normally changed on Sundays.

The above is the normal procedure for changing between shifts, but other procedures are possible. Work on one shift may, for example, be of longer or shorter duration than one week (cf. also clause 9).

Deviations from the normal procedure do not entitle the employees to extra pay.

(5) In connection with shift work, the day is counted from 6 am to 6 am or from the start of normal working hours at the individual enterprise to the same time the next

morning, unless otherwise agreed in writing. If employees are required to start work before 6 am, overtime allowance will be paid up to this time instead of shift allowance.

The provision stipulating that the shift day starts at 6 am or at the start of normal working hours normally implies that shifts starting within this time are to be considered as work on the first shift.

If the enterprise requires employees on the first shift to start work earlier than 6 am, the overtime allowance stipulated by collective agreement must be paid until 6 am instead of shift allowance.

(6) The shifts normally relieve each other, but if necessary in consideration of the enterprise's interests, the shifts may overlap or there may be a break between them. The employees have a right of industrial action for lack of consideration in the planning of shift work not properly justified by the enterprise's interests.

There are no restrictions on overlap time or breaks between the shifts, and if rendered necessary by the enterprise's operations, a first shift and a third shift may, for example, be established without the need for a second shift.

This does not change the categorisation of the work as shift work. The employees have a right of industrial action for lack of consideration in the planning of shift work, including in connection with the establishment of overtime prior to or immediately after a shift.

(7) The enterprise's operating time is independent of the individual employee's working time according to the collective agreement, as the operating time is only limited by statutory provisions.

The provision emphasises that the enterprise is entitled to have a weekly operating time independent of the individual employee's normal weekly working hours. As the employees' total normal working hours according to the collective agreement for the first, second and third shifts are 105 per week, the remaining operating time must be filled by a rota system pursuant to clause 1(2), i.e. use of substitutes or distribution of the working hours on more shifts.

2.

Special provisions on working hours

(1) If a permanent rota plan is used, it may be suspended if rendered necessary by circumstances outside of the enterprise's control or if agreed between the parties.

In addition, the rota plan may be interrupted on weekday holidays, subject to three weeks' notice, without any consequences in terms of payment under clause 6(2).

A rota plan may be interrupted temporarily due to unforeseen events such as breakdown of machinery, material shortage or according to agreement, e.g. in connection with holiday, and, subject to three weeks notice, on weekday holidays. It is a condition that the rota plan is resumed when the circumstances leading to the interruption no longer exist. Temporary interruption will not have any consequences in terms of payment under clauses 5, 6(1) and (2) and 7(2) on the termination of shift work.

If shift work is interrupted due to force majeure, according to agreement or on weekday holidays, the employees must be given the opportunity to make up for the lost time, cf. clause 6(3).

(2) When shift work is performed on weekday holidays, the employee is entitled to a day off for each weekday holiday worked. If a rostered day off falls on a weekday holiday, the employee is entitled to another day off.

Compensatory time off for work on weekday holidays (which include the Danish national holidays and Constitution Day (5 June) from 12 noon to the end of the working day, provided that these days do not fall on a Sunday) and compensatory days off for rostered days off falling on such weekday holidays reduce the working hours indicated in clause 1(1) and (2). Consequently, the average working hours in weeks or rota periods which include such weekday holidays must be reduced by the number of hours which have been or could have been worked on a weekday holiday. If compensatory days off for weekday holidays cannot be given, payment must be made in accordance with the provisions in clause 8(1). If work is performed on some weekday holidays, such work is performed as overtime and does not entitle the employee to compensatory days off.

Weekly-paid employees must receive their wages without any deductions in the weeks where compensatory days off are taken, as work on a weekday holiday will only be remunerated by the allowance for work on Sundays and public holidays in addition to the normal weekly wages.

Hourly-paid employees will not be paid wages on a compensatory day off, as they will receive an allowance for work on weekday holidays in addition to their normal wages and, independently thereof, the applicable general weekday holiday payment.

(3) When preparing the duty roster, it must as far as possible be ensured that employees have weekends off.

Employees must have weekends off to the widest possible extent considering the local conditions, and the employees have a right of action for lack of consideration.

(4) A weekday holiday (24 hours) must start no earlier than at 10 pm on the day before such weekday holiday and must end no later than at 8 am on the day after such weekday holiday.

If work for the week is finished on Saturday or on Sunday morning, at the latest, the 24-hour Sunday period covers the past 24 hours prior to the resumption of work on Sunday evening (no earlier than at 10 pm) or Monday morning (no later than at 8 am). Any change of the 24-hour Sunday period is subject to written agreement between the parties.

If the 24-hour Sunday period ends on Sunday evening at 10 pm, normal shift allowance must be paid in accordance with clause 3(1) from this time. However, reference is also made to the provision in clause 3(3).

3.

Payment for shift work

(1) For shift work on weekdays, not including Saturdays, the following allowances are paid:

From 1 May 2010:

5.00 pm to 6.00 am DKK 32.72 per hour

From 1 March 2011:

5.00 pm to 6.00 am DKK 33.38 per hour

If the weekly working hours start with a third shift on Sunday evening, i.e. after the end of the 24-hour Sunday period, the above allowances must be paid for work on this shift.

(2) For shift work during the hours from Saturday at 2.00 pm to the end of the 24-hour Sunday period and on weekday holidays (Constitution Day (5 June) between 12 noon and the end of the 24-hour working period, cf. clause 1(5)), an allowance of DKK 84.11 per hour is paid from 1 May 2010. From 1 March 2011, the allowance will be increased to DKK 85.80 per hour. In addition to this, the allowances, percentages or "øre" amounts ("øre" = one hundredth of a Danish krone) stipulated by collective agreement are not payable for work on these days.

As is the case for the normal shift allowances in sub-clause (1), the allowance for shift work during the hours from Saturday at 2.00 pm to the end of the 24-hour Sunday period must be paid regardless of shift within this period.

Employees on the first shift must, if their normal working hours on Saturdays end after 2.00 pm, receive the special weekend allowance from 2.00 pm.

The total payment for shift work from Saturday at 2.00 pm to the end of the 24-hour Sunday period and on weekday holidays for hourly-paid employees and pieceworkers is the normal wages plus an allowance from 1 May 2010 of DKK 84.11 per hour (DKK 85.80 per hour from 1 March 2011) and on weekday holidays also the weekday holiday allowance (advance). Employees covered by collective agreements for weekly-paid employees will receive the above shift allowance in addition to their normal weekly wages, as the weekday holiday allowance in these areas is paid as full wages during the week which includes the compensatory day off.

On compensatory days off, employees covered by collective agreements for hourly-paid employees are not paid, cf. the comments on clause 2(2).

If Constitution Day (5 June) is a full day off according to the collective agreement, this also applies to shift work.

(3) If the 24-hour Sunday period has been moved and ends between Sunday at 10 pm and Monday morning at 6 am, and where work is performed six days on the third shift per week, the allowance stipulated in sub-clause (2) is paid until Monday morning at 6 am.

This provision only applies to enterprises where work is performed on the third shift six days a week, and where the weekly working hours start on Sunday evening and end on Saturday. In these cases, the allowance for work on Sunday night is the same as that stipulated in sub-clause (2) instead of the normal shift allowance in sub-clause (1).

4. Overtime

For overtime during the time for which shift allowance is paid, cf. clause 3(1) and (2), the shift allowance applicable to that time is paid in addition to overtime payment.

The new provisions on payment for overtime imply that shift workers who do overtime during hours where shift allowance is paid must receive both overtime payment and shift allowance.

Overtime in connection with shift work may be required in accordance with the general provisions in the individual collective agreements, which means that the issue of the extent to which overtime may be required cannot be settled with reference to the provisions of the general agreement; instead, the provisions of the individual collective agreements must be applied.

5.

Failure to give notice

If the notice of 5 x 24 hours stipulated in clause 1(3) has not been given, an allowance corresponding to the overtime allowance is paid for the time falling outside of the normal daily working hours until the expiry of the notice period instead of shift allowance.

This provision only concerns payment and stipulates that if the stipulated notice is not given, overtime allowance must be paid instead of shift allowance for the time falling outside of the normal daily working hours until the notice period ends after 5 x 24 hours. This special payment provision does not change the categorisation of the work as shift work. "Normal daily working hours" means the actual hours worked and not the working hours stipulated by collective agreement. If not all employees have normal daily working hours, the individual employee's (or group's) daily working hours are used. This provision does not apply to employees employed for shift work or participating in a roster for a rota period.

6.

Insufficient duration and interruption of shift work

(1) When an employee at the instance of the employer and through no fault of his or her own is prevented from continuing shift work for more than three days, an allowance corresponding to overtime allowance calculated on the basis of the enterprise's normal daily working hours is paid instead of shift allowance for the hours worked. This provision does not apply to employees participating in the roster for a rota period.

If the shift work for the individual employee only lasts for three days, overtime allowance is paid for the hours falling outside the normal daily working hours.

Overtime allowance according to clause 5 and clause 6(1) cannot be paid simultaneously.

This special payment provision does not change the categorisation of the work as shift work, for which reason the working hours must be included in the calculation of working hours as shift work.

The provision does not apply to employees participating in the roster for a rota period and fulfilling the conditions in clause 1(2) on participation in the rota with at least six shifts within six weeks.

(2) If shift work scheduled over a rota period in accordance with clause 1(2) is interrupted, the overtime payment stipulated by collective agreement must be paid during the payroll period in which the work is interrupted, starting with the lowest rates for hours outside of normal working hours according to the collective agreement in the payroll period. Employees will receive the usual payment for hourly-paid work, excluding all other allowances, for the hours not worked up to the normal working hours stipulated by collective agreement in the payroll period. Actual overtime during the elapsed part of the payroll period will not be included in the calculation of the individual employees' hours.

Interruption of shift work during the rota period means that the shift work for one or all shifts is terminated and not resumed or is terminated under the previous rota plan and continues under a new rota plan.

Shift work organised in accordance with clause 1(2) with varying weekly working hours must normally extend over at least six weeks. If shift work is interrupted during the rota period either before or after six weeks, each individual employee's working hours during the payroll period in which the work is interrupted must be made up.

If this shows that some employees have worked more than the normal working hours according to the collective agreement during the payroll period, overtime allowance must be paid, starting with the lowest rate for the hours of overtime, and if others have worked less than the normal working hours stipulated by collective agreement, the usual wages for hourly-paid work, excluding all other allowances, must be paid for these hours.

The actual hours of overtime to be excluded from the calculation of working hours are hours that increase the agreed working hours during the payroll period and, thus, are subject to overtime allowance, but not hours for which another allowance corresponding to overtime payment is paid for any other reason.

If employees covered by collective agreements for weekly-paid employees are paid the normal weekly wages, regardless of the number of working hours in the individual week, wages and overtime allowance must be paid in accordance with the above provisions for any excess hours during the payroll period in which the work was interrupted. If the employee has worked fewer hours than the normal working hours, the normal weekly wages cannot be reduced.

This provision does not apply if an individual employee is transferred to another shift or to day work during a rota period. In such case, the provision in clause 7(2) applies.

(3) The above-mentioned allowances are not payable if the work has been interrupted due to force majeure or according to agreement. In such case, the employees must be given the opportunity to make up for lost time.

The provisions in sub-clause (2) do not apply if the shift work is interrupted due to force majeure or the like. As opposed to clause 2(1), it is not a condition that the shift work is resumed, for which reason the employees must be given the opportunity to make up for lost time or be paid compensation. If the employees make up for lost time during the normal daily working hours or the normal working hours of the individual shifts, respectively, the employees receive overtime payment for such hours.

Employees covered by collective agreements for weekly-paid employees with normal weekly wages must be paid for any excess hours and are obliged to make up for lost time to avoid deductions from their weekly wages. If the employees make up for lost time during the normal daily working hours or the normal working hours of the individual shifts, respectively, the employees receive overtime payment for such hours.

7.

Transfer

(1) If an employee is transferred from one shift to another, and this is not stipulated in a rota plan, a lump sum of DKK 195.73 (1 May 2010) is paid for such transfer. From 1 March 2011, this amount will be increased to DKK 199.65. No extra payment is made if the employee is transferred back to the original shift or transferred to day work.

The following guidelines apply to payment for an abnormal transfer:

Transfer from day work to shift work

Transfer from permanent day work to shift work is subject to notice in accordance with clause 1(3), or payment must be made in accordance with clause 5. Consequently, in such case, clause 7(1) does not apply.

Transfer of permanent substitutes from day work to shift work

Outside of the times provided in the rota plan, the lump sum of DKK 195.73 (1 May 2010 – on 1 March 2011, the amount will be increased to DKK 199.65) will be paid when the employee is transferred to the second or the third shift, but not to the first

shift, if the working hours coincide with day work, or if the difference between the start of the working hours for day work and for the first shift is one hour or less.

On transfer of employees between shifts, where the employees as part of a rota plan also do day work, from such work to the second or the third shift, the lump sum of DKK 195.73 (1 May 2010) is paid. From 1 March 2011, this amount will be increased to DKK 199.65.

On transfers between day work and the first shift, they will only be regarded as equal if the working hours coincide, or if the difference between the start of the working hours is limited to one hour or less. The lump sum is not payable in these cases.

Transfer from one shift to another

If the rota plan is restructured, or if entire shifts are moved in connection with reorganisation of the shift work system or change of the timing of shifts in the 24-hour period, the lump sum of DKK 195.73 (1 May 2010 – on 1 March 2011, the amount will be increased to DKK 199.65) will not be paid. However, all other transfers, including changes to the individual employee's fixed shift work hours, are considered transfers entitling the employee to receive the lump sum.

For **transfers back** to the original shift within three weeks, the lump sum will not be paid.

If the employee is transferred back after three weeks, this is considered a new transfer entitling the employee to receive the lump sum.

On transfer to day work, i.e. transfer from a rota plan or from shift work, the lump sum of DKK 195.73 (1 May 2010 – on 1 March 2011, the amount will be increased to DKK 199.65) will not be paid.

(2) If an employee is transferred from one shift to another or to and from day work, without this being part of a fixed rota plan prepared in accordance with clause 1(2), and the employee is not able to work the normal working hours stipulated by collective agreement during the payroll period, the employee is paid the usual wages for hourly-paid work, but excluding all other allowances, for the remaining hours.

The employee is paid the overtime allowance stipulated by collective agreement, starting with the lowest rates, for any excess hours worked during the payroll period in addition to the normal working hours for the payroll period stipulated by collective agreement.

Actual overtime during the elapsed part of the payroll period will not be included in the calculation of the individual employee's hours.

The provision applies to situations where the individual employee's working hours are shorter or longer than the normal working hours for the payroll period stipulated by collective agreement, without this being provided in a rota plan, because he or she is transferred from one shift to another or to and from day work. In such cases, the working hours of the payroll period are calculated, and the employee is paid the usual payment for hourly-paid work, but excluding all other allowances, for the hours not worked up to the normal working hours for the payroll period stipulated by collective agreement, while any excess hours worked during the payroll period in addition to the normal working hours for the payroll period stipulated by collective agreement entitle the employee to receive overtime payment as stipulated by collective agreement, starting with the lowest rates. Actual overtime is time which, by definition, amounts to overtime, cf. the comments on clause 6(2). Transfers should, where possible, be organised in a way that results in the least possible overtime or insufficient time during the payroll period.

8.

Work on or moving of days off

(1) Where a compensatory day off for work on weekday holidays (clause 2(2)) cannot be given, an additional allowance of DKK 81.32 per hour (1 May 2010) must be paid for work on the weekday holiday. From 1 March 2011, this amount will be increased to DKK 82.95. The same allowance is paid where a rostered day off falls on a weekday holiday, and a compensatory day off cannot be given (clause 2(2)).

This provision applies to unforeseen situations and does not entitle the employer to generally cancel days off against payment in connection with the preparation of the rota plan or later.

If a weekly-paid employee's compensatory or rostered days off falling on a weekday holiday are cancelled, the employee must be paid for the work on such day in addition to the normal weekly wages plus DKK 81.32 per hour (1 May 2010). From 1 March 2011, this amount will be increased to DKK 82.95 per hour.

(2) If a rostered day off is moved without this being part of a rescheduling of the rota plan, an allowance of DKK 22.12 per hour is paid (1 May 2010). From 1 March 2011, this amount will be increased to DKK 22.56 per hour. A rostered day off must not be moved for more than four weeks, unless otherwise agreed locally.

Notice of moving of rostered days off must be given as early as possible, and it must take place within a four-week period. The additional payment must be made regardless of the notice given of the moving of the rostered day off.

(3) If a rostered day off falling on a weekday is cancelled, for work on this day, the employee will receive the allowance stipulated by collective agreement either for work on a guaranteed weekday off, if any such provision has been agreed, or, if not, by overtime payment, starting with the lowest rates.

If it is necessary to cancel a rostered day off falling on a weekday, and the employee is not given a compensatory day off later, cf. sub-clause (2), the employee must receive the allowance for work on guaranteed weekdays off stipulated by collective agreement in addition to wages for work on this day.

If the collective agreement does not contain a provision on separate payment in such cases, the overtime allowance stipulated by collective agreement will be paid, starting with the lowest rates.

9.

Local agreements

It is permitted to conclude local agreements, taking account of the special conditions at the enterprises, on scheduling of working hours, change of shifts and meal breaks as well as distributing of payments over a period. Such agreements must be made in writing.

It is possible to conclude local agreements on the scheduling of working hours, meal breaks and change of shifts (cf. clause 1(1), (2), (4) and (5) and clause 2(1)). Where, in exceptional cases, it is deemed appropriate, it may be agreed to convert all allowances to, for example, equal "øre" amounts to all hours on all three shifts, to all hours on the second and the third shift or to fixed weekly amounts. However, this presupposes that the rota is quite regular. The basis of calculation in a local agreement on payment of equal amounts per hour or per week must be the rates stipulated in the shift work agreement, and the calculations must be specified in the local agreement to ensure that they may be updated in the event of changes to the general agreement.

Such agreement must also contain a provision on how to treat employees who start or leave shift work, either that their allowances must be calculated for the time spent on shift work or that they are obliged to work under the same payment provisions as apply to the other employees.

If shift work is organised such that only a few hours are required to be worked on Saturdays on the second shift with two-shift working and on the second and third shifts with three-shift working, it may be agreed that the shifts take turns to do the entire Saturday work.

Appendix 1

Guidance document regarding part 9 of the Danish Working Environment Act and Executive Order No. 324 of 23 May 2002 with this amendment on rest periods and rest days

Daily rest period

The employee must have a rest period of at least 11 consecutive hours within every period of 24 hours (section 50(1) of the Working Environment Act).

This means that an employee who had the weekend off and started work on Monday at 6.00 am is only allowed to work until Monday at 7.00 pm, as this allows a rest period of exactly 11 hours within the 24-hour period from Sunday at 7.00 pm to Monday at 7.00 pm.

The employee's daily rest period may be reduced to eight hours at enterprises with several shifts (section 50(2)(1) of the Working Environment Act).

Change of shifts comprises both ordinary and extraordinary changes of shifts in accordance with the provisions on shift work.

Weekly rest day

Within each period of seven days, the employees must have a weekly 24-hour period off in immediate connection to a daily rest period (section 51(1) of the Working Environment Act).

This provision must be understood to mean that there can be no more than six days between two rest days.

As the rest day must be in immediate connection to a daily rest period, the employees will normally have a rest period of at least 35 consecutive hours (for shift work, it may be reduced to 32 hours) every seven days.

Other exceptions

Otherwise, the general provisions of the Working Environment Act on variations to the daily rest period and the weekly rest day apply, cf. sections 50-55 of the Working Environment Act. In such case, corresponding compensatory rest periods or rest days must be provided.

Agreements on rearrangement of the rest day

(a) Agreements on seven days between two rest days

According to section 22 of the Executive Order, it may be agreed locally that the weekly rest day is to be rearranged. However, there must not be more than seven days between two rest days. The local agreement is made between the enterprise and the shop steward(s) or, if no shop stewards have been appointed, with a majority of the employees within the agreement area. The agreement must be made in writing and must subsequently be recorded in the inspection log. Reference is

made to the comments in the previous section on calculation of the daily rest period in immediate connection to the rest day and on the scheduling of the rest day.

(b) Agreements on seven to 12 days between two rest days

DI and NNF may approve working schedules with up to 12 days between two rest days. The following procedure applies to the preparation of such working schedules: The local parties agree on a working schedule which clearly shows how the working hours of the individual employees are scheduled. The working schedule must be made in writing between the enterprise and the shop steward(s) or, if no shop stewards have been appointed, with a majority of the employees within the agreement area.

Reference is made to the comments in the previous section on the term and termination of the working schedule and on the calculation of the daily rest period in connection to the rest day and the scheduling of the weekly rest day. The working schedule must then be submitted to the local parties for approval by the respective organisations, DI and NNF. The working schedule must be submitted to the organisations no later than eight weeks before it is intended to take effect.

The organisations must reply in writing to the working schedule submitted no later than five weeks before it is intended to take effect. If written objections to the schedule are made, such objections must be submitted to the organisation forthwith. No later than two weeks before the working schedule is intended to take effect, the conclusions from the organisations' discussions must be presented. Finally, the approved organisation agreement must be recorded in the inspection log.

(c) Agreement on more than 12 days between two rest days

DI and NNF may approve working schedules with more than 12 days between two rest days. This is very far-reaching, for which reason the agreements must be approved by the Director-General of the Danish Working Environment Authority in addition to the parties to the collective agreement – DI and NNF.

Reference is made to the comments in section (b) above on the procedure for the preparation of working schedules.

Addendum to appendix 1

Agreement on the practical procedure for the processing of an application for rearrangement of the rest day

The procedure for processing of applications for rearrangement of the rest day is subject to the provisions in this appendix 1 of this shift work agreement. NNF and DI agree on the following elaboration of the procedure for processing of applications from enterprises and their employees for approval of working schedules with more than seven days between two rest days.

Consideration of the case

In order to promote the consideration of the case, the organisations must notify each other of applications received. If an application has only been received by one of the organisations, such organisation must submit a copy of the case files to the other organisation within three days of receipt of the application.

Within two weeks of receipt of the application by the organisations, a meeting is held between representatives from the organisations to consider the application. Such meetings must be organised at least three days in advance. If both or one of the organisations consider that the information available on the case is not sufficient,

further information must be obtained from the applicants before the meeting.

If the representatives from the organisations agree to approve an application for rearrangement of the rest day under clause 19 of the Executive Order, the enterprise and the employees must be notified.

If the application is rejected, the enterprise and its employees must be notified of this within three weeks of receipt of the application by the main organisations.

Applications relating to section 20 of the Executive Order are processed as described above. If the organisations agree, the application is forwarded to the Director-General of the Danish Working Environment Authority with the organisations' signed recommendation.

NNF and DI must notify the enterprise and its employees of the Authority's reply.

Organisation agreement on possible regulation by collective agreement of the State Grant System for Adult Training

The parties aim to increase activity in supplementary training.

If the parties assume responsibility for the current State Grant System for Adult Training, the parties to the collective agreement will work for the responsibility for the collection and payment of contributions to be assumed by the Meat and Food Industry Cooperation and Competence Development Fund.

Organisation agreement on the framework agreement on harassment and violence at work

DI and NNF have noted that a joint proposal for a European framework agreement between BusinessEurope (formerly UNICE), UEAPME, CEEP and ETUC on harassment and violence at work was agreed on 15 December 2006.

Subject to the final approval of this agreement, DI and NNF agree to set up a committee charged with assessing whether the framework agreement renders it necessary to amend the collective agreements applicable between the parties or whether the framework agreement should be implemented.

Protocol on terms similar to those in the Danish Salaried Employees Act

During the term of the collective agreement, the parties intend to discuss the possibility of concluding an agreement on appointments on terms similar to those in the Danish Salaried Employees Act.

Organisation agreement on continued development of the working environment cooperation

With the aim of reducing the number of industrial injuries, the parties agree to continue to strengthen their joint efforts on the development of a safe and healthy working environment, including an extension of the preventive and health-promoting work at the enterprises.

In order to support the parties' and the Danish Government's national action plan on new priorities for the working environment up to 2010 and to continue pilot projects and development of working environment and health-promoting projects, the parties

agree to set up reduction targets, launch new activities and ensure a continued and systematic dialogue between the relevant authorities, organisations and committees.

Grants will be sought from the Prevention Fund for the financing of projects and activities.

The above work will be carried out in the different working environment committees.

Protocol on the shop stewards and the local cooperation

Good cooperation between management and employees at the enterprises is vital for the enterprises' productivity and competitiveness and for the employees' welfare and opportunities for development in a globalised world.

The Danish model is based on professional and constructive cooperation between the parties to the collective agreement and on well-functioning local cooperation between enterprise managers and shop stewards. The key to such success is often the decentralised drafting of agreements and a cooperation process characterised by mutual respect and trust.

The parties agree to launch a cooperation project with the aim of strengthening the shop steward function and, thus, the local cooperation. This project will be completed in the context of TekSam (cooperative body for DI and CO-industri).

Joint programme for new shop stewards

Future newly-elected shop stewards are offered participation in a training and cooperation programme of 2 x 2 days offered by TekSam. The shop steward is entitled to participate in such programme within the first 18 months of his or her term.

The employer will compensate the shop steward for the income loss suffered by the shop steward due to participation in such programme.

The training and cooperation programme must comprise subjects which may enhance the shop steward's knowledge on the enterprises' conditions in terms of development, production, business economics and competition and the importance of having a good psychosocial working environment, just as the programme must focus on the importance of good mutual communication between the local parties.

The parties agree that the details concerning the content and delivery of the programme must be agreed between them.

The parties agree that the future secretarial duties in respect of the activities launched will be undertaken within the framework of DI and NNF.

Joint efforts to promote election of a shop steward, where a shop steward has not been elected

In addition, joint efforts will be made to promote the election of shop stewards at the enterprises where no shop steward has currently been elected.

This must convey a number of the advantages of having a structured and continuous local cooperation between an elected shop steward and the enterprise's management.

The details concerning content and delivery have been agreed by the parties.

For the above purposes and otherwise for strengthening the shop steward function and the local cooperation, DKK 0.20 per working hour worked will be paid. This amount will be paid to the Meat and Food Industry Cooperation and Competence Development Fund every quarter.

A dedicated account for the administration of the funds will be created.

The funds may be used for purposes such as training of shop stewards and further development and training for the benefit of the enterprises and the cooperation between the enterprise and the shop steward.

The rules on the collection and payment of such funds will be laid down jointly by NNF and DI.

The funds contributed must only be used for the above-mentioned purposes.

Organisation agreement on the Meat and Food Industry Cooperation and Competence Development Fund

1. Object

The object of the Meat and Food Industry Cooperation and Competence Development Fund is to promote the development of the employees' competences with a view to maintaining and strengthening the enterprises' competitiveness in a globalised economy. In addition, the object of the Fund is to support the development of the employees' competences in order to maintain and strengthen their employment opportunities.

With a view to further strengthening the efforts in this field, the Meat and Food Industry Cooperation and Competence Development Fund is set up with the purpose of supporting the employees' participation in competence development of their own choice. With this agreement, the parties wish to create a dynamic basis for the use and administration of funds allocated by the parties. The objective is for the funds to be used for the benefit of the employees' employment opportunities in the short and in the long term. At the same time, the industry's competitiveness must be taken into account as far as possible.

2. Time off for education and training

The employees are entitled to take time off for education and training of relevance to employment within the areas covered by the collective agreements for the meat and food industries. It is possible to participate in education and training in both areas, regardless of which collective agreement the employee is covered by. It is a condition for being entitled to take time off for education and training which the enterprise does not assess to be of relevance to the enterprise that the employee is entitled to a grant for such education and training under the rules on competence development grants provided below.

Employees with at least nine months' seniority are entitled to two weeks off a year for education and training of their own choice relevant to employment within the area covered by the collective agreements.

Such time off may, for example, be spent on basic or advanced training, general or vocational supplementary and further education and training or on participation in assessments of prior learning offered by public or private bodies.

3. Contributions

(a) The enterprise pays DKK 520 per full-time employee covered by the collective agreement per year. For part-time employees, this amount is reduced pro rata.

- (b) Basis of calculation. The contribution is calculated based on the number of employees covered by the collective agreements.
- (c) Employees covered by the collective agreements may apply for grants in accordance with the rules provided below.

4. The Meat and Food Industry Cooperation and Competence Development Fund

- (a) The parties to the collective agreement will establish a joint ownership to manage the contributions paid in accordance with clause 3. The rules governing such joint ownership will be laid down in regulations to be prepared by the parties jointly before 1 October 2007. The parties are equally represented on the board of the Fund.
- (b) The board of the Fund will adopt the rules for:
 - the administration and collection of contributions to be allocated to the administration company Industriens Pension or another administrator;
 - the guidelines for awarding of grants, cf. (d) below;
 - financial statements etc., as the Fund's financial statements must be audited;
 - the determination and collection of contributions to the State Grant System for Adult Training to the extent that this task is transferred to the two sides of industry.

The Fund's board may also lay down guidelines for reporting relating to competence development grants administered by the enterprise as a supplement to the provisions in clause 5.

- (c) Applications. Grants from the Fund may be applied for by employees employed at an enterprise covered by the collective agreements, provided that such enterprise has not set up its own competence development account etc., cf. clause 5.

Applications must be submitted through the enterprise which must certify that the employment is covered by the collective agreement and disclose the employee's wages.

- (d) Use. The Fund may spend its available funds on grants to employees for education and training activities, cf. clause 2(2). It is a condition for being eligible for a grant that the enterprise does not pay full or partial wages during the training period. The funds may be used
 - to cover the external costs of training (course fee, course material, any transport costs etc.);
 - to partially cover the employee's income loss during the training period, up to an amount corresponding to 85% of the wages, including any public compensation for loss of wages, calculated on the basis of the average for the past four weeks.

When awarding grants, the Fund must aim at achieving a fair balance between the different trade groups under the collective agreements in proportion to the contributions made for such groups.

5. Development grants managed by the enterprise

- (a) Member enterprises wishing to manage the education and training funds themselves are entitled to manage and disburse the funds in clauses 3(a) and (b). It is a condition that the enterprise
 - has set up an education and training committee
 - and

- has at least 100 employees, calculated in accordance with clause 3(b).
- (b) If one of the conditions in (a) above is no longer fulfilled, clause 4 will apply to the enterprise from the next calendar year. Any balance on the enterprise's development account is transferred to the Meat and Food Industry Cooperation and Competence Development Fund.
- (c) Local framework and plans.
The enterprise must ensure that the general framework and priorities for the use of the funds in the development account are set up in cooperation with the enterprises. The enterprise's education and training committee, cf. clause 5(a), will determine the criteria for awarding grants. Grants may only be awarded in accordance with the provisions in clause 4(d).

In the planning, it must be ensured that grants will be awarded for both competence development aimed at qualifying the employees to undertake other functions at the enterprise and for competence development strengthening the individual employee's qualifications and employment opportunities within the areas covered by the collective agreements.

Subject to local agreement, the development account may be used for other education and training, e.g. in connection with resignation.

- (d) Award.
The employees may apply for grants within the framework provided in (c) above. The education and training committee has the overall responsibility for the criteria for the awarding of grants, cf. (c) above. It is a condition for the awarding of grants that there are available funds in the development account. The education and training committee may adopt to save funds in the account for future education and training activities. Unless otherwise agreed, any excess funds corresponding to more than one year's contributions must be transferred to the Meat and Food Industry Cooperation and Competence Development Fund. The enterprise's education and training manager assesses whether the application meets the criteria and framework determined by the education and training committee and awards the grants on that basis. If an application is rejected, the employee is entitled to receive a written justification, and when the rejection has been subjected to a hearing in the education and training committee, the shop steward may demand that the case be made subject to an industrial procedure. However, the case may not be referred to industrial arbitration.
- (e) Administration.
The enterprise is charged with the ongoing administration of the enterprise's development account. In connection with the preparation of the annual report, the enterprise's auditors must certify that the funds have been allocated and used or transferred in accordance with these provisions. The enterprise's fulfilment of its duty to calculate, allocate and settle course accounts is only enforced under the rules for the settlement of industrial disputes.

6. Other collective agreement areas

- (a) DI may decide to let other collective agreement areas or enterprises be covered by the scheme established in clause 3. Separate accounts must be kept to ensure that the funds from one area are not allocated to another.
- (b) Enterprises which are covered by the provisions in the collective agreements without being members of DI, e.g. under adoption agreements, must contribute to the Meat and Food Industry Cooperation and Competence Development Fund. The Fund's board may instruct such enterprises to pay a cost-related administration fee

for processing applications from these enterprises' employees. The Fund's board must ensure that receipt and granting of funds from these enterprises and to their employees are kept separate from the DI enterprises' funds in the financial statements.

7. Collective agreements

In the event of disagreements between the provisions in the collective agreements and the organisation agreement, the latter applies.

8. Fundamental conditions for the scheme

- (a) The regulations must be approved by the founders following the planned tripartite negotiations on adult training. The final decision on the wording of the provisions on the Meat and Food Industry Cooperation and Competence Development Fund and other rights to time off for education and training awaits the end of and follow-up on the above negotiations.
- (b) If, during the term of the collective agreement, the Danish Parliament adopts rules on supplementary training, introducing new payment obligations or other obligations for the parties to the collective agreement, the member enterprises and/or the employees, this agreement will lapse.

Competence development and training

The parties agree that during the term of the collective agreement, the provisions on competence development and education and training (part 9 of the collective agreement for the food industry, Education and training agreement for the Meat and Food Industry Cooperation and Competence Development Fund) will be evaluated with a view to a revision of the provisions during the term of the collective agreement, if required. The parties also agree that the distribution of the funds must be reviewed. Subject to agreement, the funds may be used for other purposes at any time during the term of the collective agreement.

The same applies to the Protocol on the shop stewards and the local cooperation.

Protocol on night work and health

As a result of the implementation of the EU Working Time Directive No. 93/104/EC of 23 November 1993, the following text has been inserted in clause 80 of the collective agreement for the food industry:

Night work

A night worker is an employee who regularly works at least three hours of his daily working time between the hours of 10.00 pm and 5.00 am or who works at least 300 hours during this time within a 12-month period.

The employer must offer a free health assessment before an employee starts doing night work and thereafter at regular intervals. The parties agree that the free health assessment should be covered by the National Health Service.

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

This means that the employer must offer night workers a health assessment before the start of employment and thereafter at least every three years according to the applicable legislation.

There is no general survey of the number of employees covered by the collective agreement with variable working hours (i.e. shift work) or on permanent evening and night shifts. In addition, the extent to which health assessments are carried out in practice is not generally known, nor is the number of night workers who accept the enterprise's offer for a health assessment.

For many years, projects and research into the health and social effects of working variable working hours (i.e. shift work) and permanent evening and night shifts have yielded different conclusions. Also, models for a less stressful scheduling of working hours have been developed.

There are currently no agreed guidelines for, among other things:

- How health assessments must be offered
- What health assessments must cover
- The medical level of health assessments

Against this background, DI and NNF agree that this issue must be raised in a committee within the framework of the working environment committees immediately after the renewal of the collective agreements. Such committee must provide an objective account of the relevant health considerations to be taken in relation to employees with varying working hours (i.e. shift work) and on permanent evening and night shifts.

To aid the committee in its work, it has been agreed that industrial medicine experts may be summoned.

In addition, the committee is charged with procuring material which may form the basis of guidelines for the performance of medical assessment for employees with varying working hours (i.e. shift work) and on permanent evening and night shifts.

The committee must finish its work by the end of the term of the collective agreement and grants will be sought through the sector working environment committees.

Also, DI and NNF agree that the committee's conclusions on the correlation between night work and health are considered in the negotiations on the next renewal of the collective agreements.

Protocol on night work campaign

The parties agree that a committee must be set up immediately following the renewal of the collective agreements. This committee must produce campaign material for enterprises and employees, including an overview of the relevant risk factors and advice on healthy living, prevention etc. Furthermore, this material must describe how health assessments are to be performed in practice.

To aid the committee in its work, it has been agreed that industrial medicine experts may be summoned.

The committee must finish its work before 1 March 2011 and grants will be sought through the working environment committees.

Protocol on research into the long-term effects of night work

The parties agree that a committee must be set up immediately following the renewal of the collective agreements.

This committee must initiate additional research activities with the purpose of identifying any long-term effects of night work, especially activities aimed at identifying the long-term effects of reduced hormone production in night workers.

To aid the committee in its work, it has been agreed that industrial medicine experts may be summoned.

Grants will be sought through the working environment committees and other sources.

Protocol on night work and health assessment

The parties have discussed the protocol regarding night work and health assessment and night work according to clause 80 and have agreed to amend the rules as stated below:

Frequency

Employees must be offered free health assessments before starting employment as night workers.

The parties also agree that employees classified as night workers must be offered health assessments at regular intervals of not more than two years.

Documentation for the offer of a health assessment

The parties agree to arrange for recurrent statistics of the number of health assessments performed at the enterprises similar to the statistics prepared jointly by the parties in connection with the committee work on night work and health assessment carried out in 2007-2010, including information on how the enterprises have offered such health assessments in practice.

Timing of health assessments

The parties agree that if the health assessment is performed outside of the employee's working hours, the employer must compensate the employee for this.

Model for the health assessment

The parties agree that the health assessment must be performed as follows:

1. The employee completes a questionnaire prepared by the parties.
2. Then, the employee is given a medical examination.
3. Based on the above and a conversation with the employee, a doctor will prepare an overall conclusion for the employee. The doctor must be skilled in industrial medicine.
4. The information produced in the health assessment is confidential and only belongs to the employee. Such information will only be disclosed to the employer at the instigation of the employee.

If possible, night workers suffering from health problems which have been proven to be caused by night work must be transferred to day work.

The parties agree to set up a committee immediately after the renewal of the collective agreements. This committee must determine the content of the questionnaire and the medical examination within six months. To aid the committee in its work, industrial medicine experts must be summoned. Grants will be sought for the committee's work through the working environment committees.

Report for the safety committee at large enterprises

The parties agree that the safety organisation at the individual enterprises must take steps to check whether the health assessment is performed in accordance with the rules.

Protocol on proposal for the setting up of an equal pay board in the joint area covered by DA and LO

The parties to the collective agreement agree to recommend to DA and LO that the main organisations establish an equal pay board.

The parties to the collective agreement recommend that the board be set up within the following

General framework

The equal pay board will be set up based on the model used for the Board of Dismissal.

The board must consider cases concerning the interpretation and understanding of as well as non-compliance with the Danish Act on Equal Pay or the implementation of the Act by collective agreement. Cases concerning implementation agreements must be heard by the board, unless covered by the rules in section 11(2) and section 22(1) of the Danish Labour Court and Industrial Arbitration Act.

Principally, the board must consider disputes regarding the central provisions of the Act, i.e. sections 1(1)-(3) and section 3.

Disputes relating to section 5a(4) of the Act and corresponding provisions in agreements must primarily be settled in accordance with the provisions of the cooperation agreement. Only disputes in the form of disagreements regarding the non-compliance with or interpretation of the provision may be brought before the board.

The parties agree to strive towards the establishment of a single sanction system.

If a case involves elements concerning both non-compliance with and interpretation of the equal pay rules and other collective agreement elements, the board may also consider such other collective agreement elements. If such other collective agreement elements require very specific knowledge of collective agreements, they may be referred to an industrial procedure for separate consideration if a claim to that effect is made.

Cases may only be referred to the board when the usual avenues of industrial negotiation have been exhausted. This includes local negotiations, conciliation meetings and organisation meetings. In addition, a preparatory meeting should be held within the framework of the board, corresponding to that held by the Board of Dismissal.

The parties to the collective agreement agree that the deadlines applicable to the consideration of cases by the Board of Dismissal are not expedient for equal pay cases which usually involve an extensive amount of facts. For this reason, it is agreed that other deadlines should be set up, taking into account the need for quick resolution and appropriate consideration of evidence in the cases.

The parties agree to find out whether DA and LO will take it upon themselves to set up an equal pay board modelled on the Board of Dismissal, and whether the main organisations will then agree on the further particulars regarding the function, rules of procedure etc. of the board.

If a decision on the establishment of an equal pay board by DA and LO has not been made by 1 October 2010, the parties agree to set up such board themselves.

In such case, the board will be set up in accordance with the above guidelines, with the required adjustments.

Protocol on implementation of the Danish Act on Equal Pay to Men and Women etc.

1.

No discrimination on the ground of sex as regards pay may take place in contravention of this agreement. This applies to both direct and indirect discrimination.

(2)

Any employer must give women and men equal pay, including all pay elements and pay conditions, for the same work or work given the same value. If a qualification system is used in pay determination, this must be based on the same criteria for male and female employees and be designed to prevent any discrimination on the ground of sex.

(3)

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

1a.

Direct discrimination exists where a person due to his or her gender is treated worse than another person is, has been or will be treated in a similar situation. Any form of unequal treatment of a woman in connection with pregnancy and during the 14 weeks of absence after the birth is considered direct discrimination.

(2)

Indirect discrimination exists where a provision, a criterion or a practise which is seemingly neutral places persons of one gender in a less favourable position than persons of the other gender, unless this provision, criterion or practise has a reasoned objective and the means of fulfilling it are expedient and necessary.

(3)

Pay means the ordinary basic or minimum wage or salary and any other consideration, whether in cash or in kind, which the employee receives directly or indirectly, in respect of his or her employment, from his or her employer.

2.

An employee whose pay is lower than that of others in contravention of section 1 has a claim to the difference.

(2)

An employee whose rights have been violated due to discrimination as regards pay on the ground of sex may be awarded compensation. The compensation must be fixed with due regard to the employment period of the employee and other circumstances in the particular case.

2a.

An employee has a right to pass on information relating to own wage conditions. This information can be passed to anyone.

3.

An employer is not allowed to dismiss or otherwise treat an employee, including an employee representative, unfavourably as a reaction to a complaint or for having put forward a claim for equal pay, including equal pay conditions, or for passing on

information on pay. An employer is not allowed to dismiss an employee or an employee representative for having put forward a claim under section 4(1).

(2)

It is incumbent on the employer to prove that a dismissal has not been effected in contravention of the rules laid down in subsection (1). However, if the dismissal takes place more than one year after the employee has put forward the claim for equal pay, subsection (1) only applies where the employee is able to establish factual circumstances which give grounds to presume that the dismissal has taken place in contravention of subsection (1).

(3)

A dismissed employee may claim compensation or reemployment. Any reemployment must observe the principles stipulated in the main agreement. The compensation must be fixed with due regard to the employment period of the employee and other circumstances in the particular case.

4.

Every year, employers with more than 35 employees must prepare statistics broken down by gender for groups of at least ten people of each gender categorised by the six-digit DISCO code for consulting and informing employees on pay differences between men and women at the enterprise. However, this does not apply to enterprises in the agriculture, horticulture, forestry and fishing industries. If the wage statistics broken down by gender have been received as confidential information in consideration of the enterprise's legitimate interests, the information must not be disclosed.

(2)

The wage statistics broken down by gender as stipulated in subsection (1) must be prepared for employee groups with a level of detail corresponding to the six-digit DISCO code. Furthermore, the employer is obliged to account for the design of the statistics and the wage concept applied.

(3)

Enterprises reporting their annual wage statistics to Statistics Denmark may obtain wage statistics broken down by gender as stipulated in subsection (1) from Statistics Denmark.

(4)

The employer's obligation to prepare wage statistics broken down by gender in accordance with subsection (1) is lifted if the employer and the employees at the enterprise agree to prepare a report. Such report must contain a description of the factors contributing to the determination of pay for men and women at the enterprise as well as specific action-oriented initiatives, which may extend over up to three years, and the follow-up on these during the reporting period. The report must cover all employees at the enterprise and be treated in accordance with the rules stipulated in the cooperation agreement. The report must be finalised by the end of the calendar year in which the obligation to prepare wage statistics broken down by gender applied, at the latest.

5.

An employee who finds that the employer does not comply with the duty to offer equal pay, including equal pay conditions, as stipulated in this agreement, may bring industrial action to establish the claim.

(2)

Where a person who finds that he or she has been discriminated against under section 1 can demonstrate factual circumstances which give grounds to presume 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.

6.

If the organisations find that there is basis for an industrial procedure pursuant to the provisions above, an inspection may be carried out at the enterprise with the organisations before the case is referred to an industrial procedure.

(2)

In industrial cases concerning equal pay, it must be agreed before or at a conciliation meeting which information is to be passed to the union with a view to an assessment of the case.

The parties agree that the Act on Equal Pay will hereafter not apply to employment relationships covered by the collective agreements between them and that disputes regarding equal pay must be settled in an industrial procedure.

In addition, the parties agree to implement any amendments of the Act on Equal Pay following from any new EU obligations in this agreement.

Protocol on access to wage information

(1)

The purpose of this provision is to prevent wage dumping. The provision may not be used for demanding access to wage information with a view to an overall or general review of the standard of wages at the enterprise, including for a general investigation of the scope for instituting industrial proceedings against the enterprise.

(2)

In situations where a shop steward solemnly declares to have information that gives reason to suspect wage dumping in relation to one employee or a specific group of employees at the enterprise, the shop steward is entitled to access to the information required to assess whether wage dumping is taking place, cf. however sub-clause (4). The shop steward must have attempted in vain to retrieve such wage information before making such application for access.

Subject to the same conditions, the union may also be granted access to wage information.

(3)

If the issue involves one employee, access to wage information is subject to the consent of such employee.

If the application for access to pay slips involves a group of employees, they may be disclosed without consent, on condition of anonymity.

(4)

If there is disagreement at a member enterprise regarding access to the information, or if the union has raised a claim for access to information against DI, a meeting between the organisations must immediately be held at the request of the union, at which meeting the case may be discussed, including which information to be procured.

When such information has been procured from the enterprise, the organisations will meet again, and if such meeting confirms that the provisions of the collective agreement have been observed, the case will be closed.

However, if it is found that the provisions of the collective agreement have not been observed, DI must at the request of the union give notice to the enterprise demanding rectification. DI must send a copy of this notice to the union. If the enterprise fails to rectify the situation forthwith, the union may proceed with the case.

If it is not possible to reach agreement on whether the collective agreement has been observed in the negotiations, the union may refer the case directly to industrial arbitration or a joint meeting.

(5)

The wage information disclosed must be treated as confidential and may only be used for the industrial proceedings on the issue of wage dumping and may not be published in any form, unless the case has been settled by industrial arbitration or by the Labour Court.

(6)

The parties agree to discuss the impact of this agreement during the term of the collective agreement.

The agreement will lapse at the expiry of the term of the collective agreement.

Protocol on simplification of collection of contributions for the administration of funds (does not apply to Processing)

In order to simplify the procedure for the enterprises' reporting in connection with the collection of contributions to the funds, the organisations have agreed on the following:

In future, wage bill information must only be reported for the collection of contributions to the funds once a year – at the same time as the reporting of information to DI on contributions to the Industry Maternity Fund.

The contributions will continue to be collected every six months and will be based on a conversion of the contributions stipulated by collective agreement to a per thousand of the pensionable wages. The calculations must take account of the rearrangement of the reporting deadlines.

The reporting model will be phased in in full from 1 January 2011. In 2010, contributions will be collected twice based on wage bill information from the second half of 2009.

Protocol on simplification of the collection of contributions for the administration of funds for Processing

In order to simplify the procedure for the enterprises' reporting in connection with the collection of contributions to the funds, the organisations have agreed on the following:

In future, the hours worked must only be reported once a year, by 10 January, in connection with the collection of contributions to the funds.

The contributions will generally continue to be collected twice a year and will be based on the annual reporting of hours worked in arrears.

The reporting model will be phased in in full from 1 January 2011. In 2010, contributions will be collected twice based on hours worked in 2009.