

COLLECTIVE AGREEMENT

and

AGREEMENTS

between THE DANISH FOOD AND ALLIED WORKERS' UNION (NNF)  
and The Meat Factory and Slaughterhouse Collective Agreement  
(DIO I)

for the meat industry

2020-2023



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# **COLLECTIVE AGREEMENT FOR COOPERATIVE, PRIVATE AND CATTLE SLAUGHTERHOUSES IN DENMARK**

## **CH. 1 - WORKING HOURS**

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### **1. Working hours**

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#### **(1) Working hours**

The normal actual working hours are 37 per week.

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.

The length and timing of lunch and dinner breaks must be agreed locally.

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

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

#### **(2) Dayshift work on Saturdays/Sundays**

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

Staff employed at the enterprise have right of first refusal for such work.

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.

#### **(3) Work-sharing**

Subject to local agreement and eight days' notice, work-sharing may be introduced for full-time employees for a period of 13 weeks every year due to seasonal fluctuations in production.

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### **2. 40-hour working week**

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

The banked hours must be taken as time off in lieu. Such time off in lieu must be taken as full and half days off at a time which is convenient for production, 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.

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### **3. Weekend work**

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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.

For weekend work, an allowance is paid cf. section 20(8) for work on Fridays and cf. section 20(7) for work on Saturdays and Sundays.

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### **4. Shift work**

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#### **(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 and third shifts**

The working hours for the second and third shifts are normally 34 actual working hours for which full wages are paid. Corresponding to 34 hours plus differential allowance per working hour. The differential allowance is calculated as three hours multiplied by the standard wages of the collective agreement divided by 34.

An hourly allowance in accordance with clause 20(8) of the collective agreement is paid for all hours.

Working hours normally start at the end of the working hours for the previous shift. Individual overlapping or breaks may occur.

#### **(3) 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 day-shift – or vice versa – during the working week, an allowance of DKK 280.00 is paid for such a shift. No allowance is paid when the employees are transferred back to their normal shift.

#### **(4) Shift changes**

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

#### **(5) 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.

#### **(6) 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.

#### **(7) 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 20(9) of the collective agreement.

#### **(8) Moving working hours from Friday to Sunday**

Subject to local agreement, and where the purpose is to comply with the wishes of the employees, working hours on Friday evening or night can be moved to Sunday night. Such rescheduled hours are paid as originally agreed.

#### **(9) Shift changes**

Change of shifts, unless otherwise agreed locally.

#### **(10) Conversion of shift allowance to wages**

Subject to local agreement, the full amount of the shift allowance may be converted to wages for use for extra holidays.

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### **5. Part-time work**

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#### **(1) Number and scheduling of working hours**

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.

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

## **(2) 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 20(8).

## **(3) Paid weekday holidays**

For the purposes of weekday holiday payment, the employer must allocate 4% of the holiday-qualifying wages. For weekday holidays, the pro rata share of the advance amount fixed for full-time employees is payable according to the number of hours of part-time work.

## **(4) 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.

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

## **(5) 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.

Unless otherwise expressly stipulated in the local agreement, the provisions of the collective agreement apply.

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## **6. Cleaning work**

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In order to enable rationalisation and preparation of piecework contracts for cleaning work, and in an attempt to promote the utilisation of the production apparatus and meet the piecework quota within the enterprise, one or more of the systems below may be introduced, subject to local agreement.

### **(1) Staggered working hours**

For cleaning staff, the normal daily working hours may be staggered more than provided in the collective agreement, such that the normal daily working hours may be scheduled at the discretion of the enterprise with staggering of up to three hours.

The working hours are the normal working hours as stipulated by the collective agreement.

The timing of meal breaks is agreed locally if staggering renders it necessary to change the time intervals stipulated in the collective agreement.

For work outside of the hours of 6.00 am and 6.00 pm, an allowance is paid, cf. clause 20(8).

## **(2) Permanent shift work**

Cleaning shifts may be established as a permanent second shift. Enterprises with two-shift working in production may establish cleaning shifts as a permanent third shift.

With permanent shift work, the employees do not change shifts.

The working hours start immediately after the end of the working hours for the previous production shift, unless a different starting time is agreed locally.

The working hours for both shifts mentioned above are the working hours according to the collective agreement, for which the full weekly wages stipulated in the collective agreement are paid.

For work outside of the hours of 6.00 am and 6.00 pm, an allowance is paid, cf. clause 20(8).

## **(3) Overtime**

Cleaning work may be performed as overtime on a voluntary basis, subject to local agreement.

## **(4) Cleaning contractors**

If it is not possible locally on a voluntary basis to agree on any of the above options or to develop another option for cleaning work, it may be requested that the issue be dealt with by the organisations.

If this does not yield a result, the enterprise is entitled to appoint a cleaning contractor to do the cleaning work after the end of normal working hours.

## **(5) General**

The enterprises may leave their cleaning work to be performed as it is currently.

The enterprises do not necessarily have to have their cleaning work performed according to the same principles throughout the enterprise.

The term of the agreements made based on the voluntary schemes in subclauses (1), (2) and (3) above is fixed in the local agreement. Unless otherwise expressly stipulated, the provisions of the collective agreement apply.

On half days off, cleaning staff may be summoned to work at a suitable time relative to the end of production. The work must be completed within two hours of the end of normal working hours, at the latest. Normal wages are paid until the end of normal working hours, after which time overtime allowance is paid.

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## **7. Staggered working hours**

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### **(1) Staggered working hours for departments**

In departments where it is necessary or expedient for production reasons, the normal daily working hours may deviate from the normal daily working hours generally applicable at the enterprise.

## **(2) Staggered working hours for individual employees**

In order to ensure the best possible organisation of work, daily working hours deviating from the daily working hours in the rest of the department may be agreed with individual employees.

If it is necessary for the above reason to transfer employees who, for personal reasons, are not able to work staggered hours, such employees must be offered a job similar to their current job. The shop steward must be informed in any case.

It is agreed that no employees may be dismissed if they refuse to accept such staggered working hours.

## **(3) Successive staggering of working hours on the slaughtering line and the gut dressing line**

Successive staggering of working hours may be introduced on the slaughtering line and the gut dressing line. However, this must be kept within the hours of 6.00 am and 6.00 pm.

## **(4) Payment for staggered working hours**

For work outside of the hours of 6.00 am and 6.00 pm, an allowance is paid, cf. clause 20(8).

Payment is made for full hours.

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## **8. Staggered meal breaks**

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Employees are obliged to hold successive or combined staggered meal breaks, as directed by the enterprise, for up to one hour per employee, as stipulated in the collective agreement. This applies to both normal working hours and overtime.

For staggered meal breaks, the employees are paid in accordance with clause 20(6)(c).

As compensation for the enterprise not paying for successive staggered meal breaks on slaughtering lines and gut dressing lines, the piecework base rate for these areas is increased by 1% as from 4 May 1981.

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## **9. 1 May, Constitution Day (5 June), 24 December and 31 December**

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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. ch. 10.

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. ch. 7.

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## **10. Rescheduling of working days**

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Subject to local agreement, and with due consideration being had to production, half and full working days may be rescheduled to the period immediately before or after the full or half working day. Such rescheduled working hours are subject to the standard hourly wage.

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## **11. Changes to normal daily working hours**

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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.

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## **12. Punctuality**

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If the employee is late for work, his or her wages will be reduced based on the hourly wages calculated for weekly-paid employees. Such reduction is made by the minute.

If employees who start work before 11.00 am do not appear for work before 12 noon, and if employees who start work after 11.00 am do not appear for work within one hour of the start of normal working hours, the employment relationship is generally regarded as having been terminated and compensation may be payable under clause 24(3) of the collective agreement.

If an employee is late despite written warnings, the employee may be dismissed for immediate resignation. However, it is a condition that the shop steward has been informed of the written warnings.

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## **13. The EU Working Time Directive**

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Council Directive 93/104/EC of 23 November 1993 concerning certain aspects of the organisation of working time is implemented by the present agreement to the extent that it has not already been implemented by existing collective agreements or by legislation in effect on this date. With the six provisions below, together with the current Danish legislation and collective agreements, the Directive has been implemented. DI and NNF intend to ensure that the existing agreements on working time etc. are only affected to the required extent.

### **(1) 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 planned in accordance with the general rules on timing of breaks.

## **(2) Health assessment**

An employee who regularly works at least three hours of his or her daily working hours between the hours of 11.00 pm and 6.00 am, or who is expected to work at least 300 hours during this time within a 12-month period, must be offered a free health assessment by his or her employer.

This offer must be provided before the person in question begins night work, and then at regular intervals of no more than 2 years.

The health assessment is a voluntary offer.

The health assessment should consist of a questionnaire, a subsequent examination with feedback containing advice, and recommendations for the employee. The examination must be carried out by a healthcare professional, e.g. a nurse or doctor, and can take place at the enterprise or at the employee's own doctor.

At larger enterprises where several employees have been offered a health assessment, the enterprise will receive an anonymised report detailing general tendencies about the lifestyle and health of the employees.

## **(3) Health problems**

Employees covered by subclause (2) and 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.

## **(4) High-risk work**

An employee covered by subclause (2) and performing work which is particularly high risk or involves considerable physical or psychological impact, cf. section 57 of the Danish Working Environment Act, must not work more than eight hours within a 24-hour period.

## **(5) Reference period for night work per day**

The average normal working hours for night work for a 12-month period must not be more than eight within a 24-hour period.

DI and NNF may agree on another reference period.

## **(6) Reference period for night work per week**

The average weekly working hours are stipulated in the individual collective agreements and other agreed terms. However, the average working time for each seven-day period, including overtime, must not exceed 48 hours, calculated as an average for a 4-month reference period.

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## **14. Special provisions**

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### **Work after slaughtering**

Employees working on the slaughtering and the gut dressing lines must be given a 15-

minute break after the end of the slaughtering work before starting work in curing facilities or cold stores.

## CH. 2 – OVERTIME

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### 15. Overtime

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#### **(1) Notice**

On the day after a Sunday or weekday holiday, notice of overtime must be given before the first meal break stipulated by the collective agreement on the day in question.

Such notice is not required in the event of breakdown of machinery or other circumstances of which the employer has no control.

An employee who is prevented from participating in such overtime work must notify the foreman when the notice is given.

#### **(2) 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.

#### **(3) 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.

#### **(4) 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, cf. "Work on days off", subclause (6).

#### **(5) Overtime, call-out**

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

#### **(6) 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.

#### **(7) Systematic overtime**

The associations agree that to the extent possible, overtime should be avoided but that there may be situations that will necessitate overtime in order to facilitate the operation of the enterprise or punctual completion of orders, obligations etc.

The shop steward must be kept informed about the extent of the overtime.

At enterprises with varying production requirements and where local parties have unsuccessfully tried to achieve a local agreement about varying weekly working hours, the enterprise can give notice of systematic overtime. Systematic overtime can at most constitute five hours per calendar week and one hour per day and must be timed in connection with the individual employee's normal working hours.

Notice must be given of systematic overtime at the latest before the end of normal working hours four calendar days before the week in which the systematic overtime is performed.

Systematic overtime must – unless otherwise agreed between the management and the shop steward of the enterprise – be taken off in lieu as whole days off within a 12-month period after performing such overtime. Excess working hours, which do not entitle to a full working day, are carried on.

The time for lieu days is determined by the employer according to local negotiations between the parties; however, the employee must be given a notice of at least 6 x 24 hours.

Lieu days stemming from systematic overtime cannot be timed in a period of notice unless the enterprise and the employee agree about this.

The parties to the collective agreement agree to clarify that the model cannot be used for a permanent increase of the enterprise's production capacity in the form of e.g. a fixed 42-hour working week with continuous lieu days, unless the local parties agree to this.

The parties to the collective agreement also agree to clarify that this is not a rolling 12-month phase-out period after the same principle as for lieu days for other overtime with a rolling period of four months. Instead, it is a period of a maximum of 12 months from the start of the systematic overtime in which the systematic overtime must be taken as time off in lieu. If time off in lieu is not taken for systematic overtime within the expiry of the 12-month period, the overtime is considered as compensation and in case of a new notice of systematic overtime, a new 12-month period will commence.

The parties to the collective agreement agree that the existing possibilities of giving notice of overtime according to the other provisions of the collective agreement are not affected by the possibility of giving notice of systematic overtime.

The parties to the collective agreement also agree that to the extent that changes are made otherwise in connection with the provisions of the collective bargaining negotiations which will affect the above, adjustments must be made accordingly.

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## **16. General provisions on overtime**

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If work is started before and after normal working hours, overtime allowance is paid for

full hours.

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.

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## **17. Time off in lieu**

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The parties to the collective agreement agree that overtime may occur to the required extent. The individual employees are entitled to time off corresponding to overtime worked.

If employees wish to exercise this right, the enterprise must be notified and the terms (including amount/time off) must be discussed in the works council or with the shop steward.

Time off in lieu must be scheduled for a time convenient for production.

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## **18. Overtime during shift work**

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### **(1) 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.

### **(2) 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.

### **(3) Weekday holidays and days off**

Overtime on days off, including weekday holidays, is excluded from the provisions in subclause (2) 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.

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## **19. Overtime on special occasions**

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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.

## CH. 3 – REMUNERATION

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### 20. Remuneration

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#### (1) Adult employees

- a. The total hourly wage, the sum of the hourly allowance and piecework allowance equals:

As of 24 February 2020 DKK 148.25 per hour

As of 1 March 2021 DKK 151.45 per hour

As of 28 February 2022 DKK 154.60 per hour

- b. 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.

#### (2) Hourly all.

As of 24 February 2020 DKK 79.40 per hour

As of 1 March 2021 DKK 82.60 per hour

As of 28 February 2022 DKK 85.75 per hour

The allowance is payable for all working hours.

#### (3) Trade allowance

A trade allowance of DKK 3.15 per hour is paid for employees having six months' seniority at the enterprise at this time.

Seniority in relation to trade allowance is calculated by summing up periods of employment in the same group, interrupted by a maximum period of six months' duration.

Seniority is annulled if the employee resigns.

#### (4) Piecework allowance

For all hours where the employees do not do piecework, a piecework guarantee payment of DKK 7.90 per hour is made.

#### (5) Overtime

As of 24 February 2020 DKK 84.93 per hour

As of 1 March 2021 DKK 86.29 per hour

As of 28 February 2022 DKK 87.67 per hour

#### (6) Special allowances

- a. Slaughtering of animals (not pigs)

For all hides and skins delivered without cuts from slaughtering, and for hides graded as being top quality after removal, the following is paid:

As of 24 February 2020 DKK 5.49

As of 1 March 2021 DKK 5.57  
As of 28 February 2022 DKK 5.66

The above allowance is distributed equally between the employees on the slaughter shift, from bolt gun operator to transport to the cold store.

This distribution is based on the number of hours worked on the slaughter shift.

The foreman or his or her substitute records the hours.

The above rates and distribution do not apply to meat meal factories (see [page 100](#)).

#### b. Cold allowance

At enterprises with a cold store, a cold allowance is paid for each full hour of work in the cold store. The allowance is:

As of 24 February 2020 DKK 8.00  
As of 1 March 2021 DKK 8.12  
As of 28 February 2022 DKK 8.25

#### c. Staggered meal breaks

The following allowances are paid for staggered meal breaks:

As of 24 February 2020 DKK 5.97 per meal break  
As of 1 March 2021 DKK 6.07 per meal break  
As of 28 February 2022 DKK 6.17 per meal break

### **(7) 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:

	24 February 2020	1 March 2021	28 February 2022
The 24-hour Saturday period			
From 2 pm to 10 pm	DKK 47.65	DKK 48.41	DKK 49.19
From 10 pm to 6 am	DKK 63.54	DKK 64.56	DKK 65.59
The 24-hour Sunday period	DKK 84.93	DKK 86.29	DKK 87.67

If 25 December, 26 December or 31 December fall on a Saturday or Sunday, these days are taken as paid weekday holidays.

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.

### **(8) Work outside the hours between 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 per hour:

	24 February 2020	1 March 2021	28 February 2022
From 6.00 pm to 10.00 pm	DKK 18.98	DKK 19.28	DKK 19.59
From 10 pm to 6 am	DKK 21.97	DKK 22.32	DKK 22.67

### **(9) Shift work on Saturdays, Sundays and weekday holidays**

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

	24 February 2020	1 March 2021	28 February 2022
From 2 pm to 10 pm	DKK 47.65	DKK 48.41	DKK 49.19
From 10 pm to 6 am	DKK 63.54	DKK 64.56	DKK 65.59
The 24-hour Sunday period	DKK 84.93	DKK 86.29	DKK 87.67

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

### **(10) Dayshift work on Saturdays/Sundays**

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

	24 February 2020	1 March 2021	28 February 2022
Saturday			
From 6.00 pm to 10.00 pm	DKK 18.98	DKK 19.28	DKK 19.59
From 10 pm to 6 am and the 24-hour Sunday period	DKK 21.97	DKK 22.32	DKK 22.67

### **(11) Weekday holidays**

For weekday holidays during the week, the weekly wages will be reduced by an amount corresponding to the wages for the number of working hours that should have been worked on the day(s) in question. Payment for weekday holidays is made in accordance with Chapter 10 ([page 55](#)).

### **12 Wage payment**

For all employees, the payroll week is the calendar week (Monday-Sunday), and the wages are paid on the first succeeding Friday. If this Friday is a weekday holiday, payment will be made on the last working day before this Friday. Subject to local agreement, wages may be paid on Thursday.

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.

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

The parties to the collective agreement agree to discuss the above-mentioned collective agreement provision with a view to modernising the text.

In enterprises where the payroll period has been extended to two weeks at least one year prior, the enterprise can extend the payroll period to four weeks. The transition to

four weeks' wage requires at least two months' notice.

In relation to the four-week wage transition, the employee is entitled to an advance payment equal to the net wage that the individual in question would have expected to receive in the following payroll period, unless otherwise agreed.

The advance payment is paid at the point when the two weeks' wage for the first time is not paid in full. The amount is repaid through pay deductions over the following 12 four-week periods with 1/12th of the payment amount per four-week period, unless otherwise agreed. However, the remaining amount is deducted from the last wage payment if the employee resigns.

Payment of wages is to be made into the employee's bank account and wages must be available at start of bank business hours the following day.

See protocol on electronic documents ([page 122](#)).

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## **21. Special payment due to sickness or infirmity**

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If employees are not able to work on normal terms at the enterprise due to sickness, age or other infirmity, they are entitled to request that an agreement be made on their continued employment at the enterprise subject to payment and terms that are outside of the scope of this collective agreement.

However, such agreement must be approved by the organisations.

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## **22. Employees employed on special terms, employees with reduced capacity for work etc.**

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The parties to the collective agreement agree to endeavour to give vulnerable groups better opportunities in the labour market. Based on the general provisions of the collective agreement, it must be possible to have work performed on special terms, subject to agreements approved by the parties to the collective agreement.

### **(1)**

The agreement covers employees employed on special terms covered by the Danish Act on Active Labour Market Policy and the Act on Municipal Activation. In addition, the agreement covers existing employees who need to work on specially agreed terms due to reduced capacity for work. Finally, the agreement covers employees with reduced capacity for work covered by the provisions of the Danish Act on Sickness Benefits on people suffering from long-term illness and the provisions of the Danish Act on Social Services on rehabilitation and people receiving public benefits in accordance with the legislation on voluntary early retirement and people on disability retirement.

### **(2)**

The groups covered by subclause (1) above must be employed in accordance with the provisions of the collective agreement, perhaps supplemented by a local agreement concluded between the enterprise and the shop steward and approved by the parties to

the collective agreement.

**(3)**

The local agreement mentioned in subclause (2) above may derogate from the general provisions of the collective agreement on wages, working hours etc. The local agreement derogating from the general provisions of the collective agreement must detail the type and expected amount of work.

**(4)**

Local agreements concluded between the enterprise and the shop steward must be submitted to the parties to the collective agreement and will enter into force when approved by both parties, at the earliest.

**(5)**

Local agreements covered by this agreement may, unless otherwise agreed in the local agreement, be terminated subject to a notice of six months.

**(6)**

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.

## CH. 4 – APPOINTMENT

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### 23. Appointment

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#### (1) Appointment

When appointing employees, the enterprise must take NNF's unemployed members within the area of the local branch into consideration. This does not apply to the cases where the enterprise needs a specialist worker and such worker cannot be found among the unemployed members.

- 1) When employees are employed for more than one month with average weekly working hours exceeding eight hours, an employment contract is to be prepared. This is to be received no later than one month after commencement of the employment. The employment contract must contain the same information as a minimum, as stated in the employment contract found under protocols and other agreements.
- 2) If the information stated in the employment contract, see under protocols and other agreements, is changed or in case of changes concerning stationing under section 6, written information must be given to the employee as soon as possible and at least one month after the change has taken effect.
- 3) The parties to the collective agreement recommend referring to the published employment contract ([see page 78](#))
- 4) If the employee has not received the employment contract in connection with the expiry of the time limits mentioned in sections 1, 2 and 6, the matter can be handled according to the provisions of the collective agreement on handling of industrial disputes. Fines cannot be incurred on the employer if, within five days after an instruction having been given at a meeting between the organisations to deliver the employment contract, the employer has fulfilled this instruction unless it is a matter of systematic breach of the provisions on employment agreements.
- 5) For employments before 1993, reference is made to the Act on Employment Contracts.
- 6) When employees are stationed abroad for a period of more than one month, a written agreement must be made prior to the commencement of the stationing about working hours, wages and working conditions, transport, the currency in which wages are to be paid, any special allowances in the form of cash or benefits-in-kind, including board and lodging, the expected duration of the work to be performed abroad, any insurances taken out for the employee and the terms of any subsequent continuation of the employment in Denmark. This provision supplements the above-mentioned provisions on employment in Denmark.

#### (2) Health certificate

The enterprise is entitled to demand a valid health certificate from new employees before the start of employment.

DKK 150 will be paid to cover visits to a doctor after the start of employment in connection with the issue and/or renewal of a health certificate. The amount will be paid regardless of whether such a visit takes place during or outside of working hours, and wages will not be paid in either case. The enterprise will pay for the certificate.

Under applicable law, food firms are under an obligation to ensure that food is not contaminated with disease-producing microorganisms.

Out of consideration for the operation of the enterprise, the enterprise is required to ask for health status data for employees who are in contact with food during their work.

The purpose of the health status data is to ensure that the new employee does not suffer from sickness, is the carrier of sickness or has had a sickness that can be transferred to food.

The obligation to disclose all relevant information is limited to the above matters.

If the enterprise is to keep the health status data, the employee must give his or her consent to such storage. The data cannot be stored for longer than what is necessary due to the operation of the enterprise.

## CH. 5 – TERMINATION

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### 24. Notice

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#### (1) Notices

For employees who have been employed at the same enterprise for the periods of time provided below, the following notice periods apply (seniority at the time of termination applies). Resignation is done at the end of working hours on Friday, or at the end of working hours on Sunday for those working weekends:

	From the enterprise	From the employee
Up to 13 weeks' employment	0 days	0 days
After 13 weeks' employment	7 days	7 days
After one year's employment	14 days	7 days
After two years' employment	28 days	7 days
After four years' employment	35 days	7 days
After six years' employment	42 days	7 days

Interruption of seniority does not apply to the following:

- a. Absence entitling the employee to sickness benefits in accordance with Chapter 7 (page 38).
- b. Maternity leave with pay during the period of time stipulated in the Danish Act on Benefits in the Event of Illness and Childbirth.
- c. Call-up for military service.
- d. Interruption of the work, not exceeding six months, due to machine stoppage, material shortage, shortage of work or the like, provided that the employee resumes work when offered.

#### Recovery of seniority

Employees, who have been dismissed with at least one week's notice or due to shortage of work, will resume their previously achieved seniority at the enterprise if the employee is re-employed within nine months from the dismissal.

#### (2) 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. The enterprise must accommodate such a request as far as possible.

### **(3) Compensation for failure to give notice**

If an employee is dismissed for reasons not attributable to him or her without due notice being given as stipulated in the collective agreement, the enterprise must pay compensation to the employee at an amount corresponding to the employee's hourly wages for the number of days of non-compliance.

If the employee leaves the enterprise without giving due notice, the employee must pay compensation to the enterprise at an amount corresponding to the employee's hourly wages for the number of days of non-compliance; however, a maximum of one week's wages as stipulated in the collective agreement.

### **(4) No requirement for notice**

The enterprise's requirement to give notice will be lifted:

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

### **(5) 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, absent due to injury or 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.

### **(6) Time off for guidance at dismissal**

Employees who are dismissed with the notice of the collective agreement due to restructurings, job-cuts, company closure or other matters pending in the enterprise are entitled to wages during time off for up to two hours to seek guidance from the unemployment benefit office/the union. The time off is timed as quickly as possible after the dismissal and under due consideration of the production at the enterprise.

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## **25. Summary dismissal**

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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.

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## **26. Job security agreement**

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### **(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 4 years up to and including 9 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.

<b>Seniority</b>	<b>Amount (DKK)</b>	<b>Seniority</b>	<b>Amount (DKK)</b>
Up to 4 years	0	24 years/1 day - 25 years	68,300
4 years/1 day - 5 years	21,800	25 years/1 day - 26 years	71,100
5 years/1 day - 6 years	23,600	26 years/1 day - 27 years	73,900
6 years/1 day - 7 years	25,400	27 years/1 day - 28 years	76,700
7 years/1 day - 8 years	27,200	28 years/1 day - 29 years	79,500
8 years/1 day - 9 years	29,000	29 years/1 day - 30 years	82,300
9 years/1 day - 10 years	30,800	30 years/1 day - 31 years	85,100
10 years/1 day - 11 years	33,100	31 years/1 day - 32 years	87,900
11 years/1 day - 12 years	35,400	32 years/1 day - 33 years	90,700
12 years/1 day - 13 years	37,700	33 years/1 day - 34 years	93,500
13 years/1 day - 14 years	40,000	34 years/1 day - 35 years	96,300
14 years/1 day - 15 years	42,300	35 years/1 day - 36 years	99,100
15 years/1 day - 16 years	44,600	36 years/1 day - 37 years	101,900
16 years/1 day - 17 years	46,900	37 years/1 day - 38 years	104,700
17 years/1 day - 18 years	49,200	38 years/1 day - 39 years	107,500
18 years/1 day - 19 years	51,500	39 years/1 day - 40 years	110,300
19 years/1 day - 20 years	54,300	40 years/1 day - 41 years	113,100
20 years/1 day - 21 years	57,100	41 years/1 day - 42 years	115,900
21 years/1 day - 22 years	59,900	42 years/1 day - 43 years	118,700
22 years/1 day - 23 years	62,700	43 years/1 day - 44 years	121,500
23 years/1 day - 24 years	65,500	44 years/1 day - 45 years	124,300
		45 years/1 day - 46 years	127,100

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.

Resignation severance pay is paid to employees on care leave, granted under the Danish Act on Social Services, clause 118.

## **(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, cf. clause 24(1), 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. clause 24(4), and that the employee has not received a written offer for reemployment within six months.

The amount may only be paid once.

<b>Seniority</b>	<b>Amount (DKK)</b>	<b>Seniority</b>	<b>Amount (DKK)</b>
Up to 8 years	0	27 years/1 day - 28 years	47,500
8 years/1 day - 9 years	19,000	28 years/1 day - 29 years	49,000
9 years/1 day - 10 years	20,500	29 years/1 day - 30 years	50,500
10 years/1 day - 11 years	22,000	30 years/1 day - 31 years	52,000
11 years/1 day - 12 years	23,500	31 years/1 day - 32 years	53,500
12 years/1 day - 13 years	25,000	32 years/1 day - 33 years	55,000
13 years/1 day - 14 years	26,500	33 years/1 day - 34 years	56,500
14 years/1 day - 15 years	28,000	34 years/1 day - 35 years	58,000
15 years/1 day - 16 years	29,500	35 years/1 day - 36 years	59,500
16 years/1 day - 17 years	31,000	36 years/1 day - 37 years	61,000
17 years/1 day - 18 years	32,500	37 years/1 day - 38 years	62,500
18 years/1 day - 19 years	34,000	38 years/1 day - 39 years	64,000
19 years/1 day - 20 years	35,500	39 years/1 day - 40 years	65,500
20 years/1 day - 21 years	37,000	40 years/1 day - 41 years	67,000
21 years/1 day - 22 years	38,500	41 years/1 day - 42 years	68,500
22 years/1 day - 23 years	40,000	42 years/1 day - 43 years	70,000
23 years/1 day - 24 years	41,500	43 years/1 day - 44 years	71,500
24 years/1 day - 25 years	43,000	44 years/1 day - 45 years	73,000
25 years/1 day - 26 years	44,500	45 years/1 day - 46 years	74,500
26 years/1 day - 27 years	46,000	46 years/1 day - 47 years	76,000

Resignation severance pay is paid to employees on care leave, granted under the Danish Act on Social Services, clause 118.

### **(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.

## **CH. 6 – WORKING ENVIRONMENT, SENIOR EMPLOYEES’ SCHEME, ETC.**

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### **27. Working environment**

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DA and FH agree that it is important to provide a high degree of labour market flexibility and a high level for the health and well-being of the employees.

#### **(1) The Danish Meat Industry’s Working Environment Committee (SAU)**

There is a long tradition of cooperation on working environment conditions within the industry. In November 1991, SAU was established as a central sector working environment committee.

SAU consists of employer and employee representatives from the Danish Employers’ Association of the Meat Industry member enterprises, and organisational representatives from DI, NNF and The Danish Association of Managers and Executives.

The purpose of SAU is to provide knowledge and tools to support enterprises in their preventative health and safety work. SAU has been a part of the Farm to Fork sector working environment council since 1998, and since 2016 has been a committee under BAU Farm to Fork, which is a part of Transport, Service, Tourism, and Farm to Fork.

Over the years, SAU has developed a number of materials and has been the coordinator for several industry projects. Materials can be found at [www.savportalen.dk](http://www.savportalen.dk)

#### **(2) Health and safety organisation**

The enterprise’s health and safety organisation is tasked with adhering to The Danish Working Environment Act and the present collective agreement provisions with a focus on ensuring that the work at the enterprise is carried out appropriately in respect of health and safety.

In addition to the members of the health and safety organisation, the shop steward also has duties in relation to the enterprise’s working environment (see clause 36).

Chapter I sets out the possible framework for working hours. Clause 13 details a number of restrictions on working hours in relation to health and safety.

If the enterprise has acceded to the framework agreement ([page 80](#)), attention is also drawn to clause 7 and 31 of the framework agreement ([page 82 and 96](#)).

Health and safety representatives are protected against dismissal in accordance with the guidelines in clause 37.

#### **(3) Tasks of health and safety representatives**

The health and safety representative is to assist in sharpening the focus of colleagues and management on all aspects of health and safety.

The health and safety representative, in collaboration with management and shop steward, is to ensure that the strategic tasks are carried out under the auspices of the health and safety organisation or a special cooperation forum.

The health and safety representative is to be at the core of systematic health and safety work in the development of the workplace assessment (APV). There is shared responsibility for sickness absence being included in APV work. The role of the health and safety representative includes discussing the working environment on the basis of existing, relevant statistical material.

The health and safety representative is to be involved in accident prevention through analysis and learning.

The health and safety representative is also an ambassador for the employees' involvement in the pervasive transition towards achieving new ambitious climate targets.

#### **(4) Time for tasks of health and safety representatives**

The health and safety representative must have time available to perform his or her duties, which are reasonable in relation to the nature of the undertaking in question and its standards of health and safety. This must occur however, with the least possible hindrance to their work productivity.

This means that the health and safety representative must be free to fulfill his or her duties in accordance with the health and safety rules, including attendance at meetings and training.

#### **(5) Participation of health and safety representatives in relevant health and safety courses**

The parties to the collective agreement agree that, in agreement with the employer, the health and safety representative may be given the necessary freedom to participate in NNF's relevant health and safety courses.

Access to participate in NNF's health and safety courses affects neither rights nor obligations in relation to the legislation on health and safety training.

The parties to the collective agreement agree that participation in the NNF's voluntary health and safety courses does not involve payment under the Danish Working Environment Act, clause 10(1).

NNF undertakes to ensure that employees elected as health and safety representatives, who have not already completed health and safety training, complete such training as soon as possible after their election. Commitments are made on the part of DI to help the newly elected health and safety representative receive the necessary time off to participate in the course.

The provision takes effect 1 June 2020.

#### **(6) Workwear**

All clothing items supplied, including any non-slip footwear, belong to the enterprise and must not leave enterprise premises.

Both ordinary workwear (tunics/shirts and trousers) as well as specialist workwear (oil-skin clothing and other specialist clothing, etc.) is to have been freshly washed when supplied to the employee.

It is up to the individual employee to properly take care of the clothing items provided, including any tools, etc. Every employee must furthermore comply with the enterprise's applicable rules of procedure with regards to supplying, storing, washing and returning items.

### WORKWEAR IN REFRIGERATED ROOMS

Temperature		5 °C		8 °C		12 °C	
Activity level		Low	High	Low	High	Low	High
<b>Inner wear:</b> High-necked, long-sleeved shirt	<b>Pro- vided 2 units</b>	X	X	X	X		
Long trousers	<b>2 units</b>	X	X	X	X		
<b>Intermediate wear:</b> Padded thermal or fibre jacket/vest	<b>1 unit</b>	X	X	X			
Padded thermal or fibre trousers	<b>1 unit</b>	X	X	X			
<b>Footwear:</b> Thermal socks	<b>2 pairs</b>	X	X				
Insulating boots	<b>1 pair</b>	X	X				
Lace shoes, clogs with flexible sole or rubber boots	<b>1 pair</b>			X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>
<b>Hand wear:</b> Outer gloves	-	(X) <sup>2</sup>	(X) <sup>2</sup>				
Inner gloves	-	(X) <sup>2</sup>	(X) <sup>2</sup>				

"Low activity level" means: Sedentary or static light work.

1)Footwear according to the local agreements in force.

2)The use of gloves and the choice of type and number of pairs provided depend on temperature, type of work and the veterinary regulations.

### (7) Night work and health assessment

An employee who regularly works at least three hours of his or her daily working hours between the hours of 11.00 pm and 6.00 am or who is expected to work at least 300 hours during this time within a 12-month period, must be offered a free health assessment before starting night work and thereafter at regular intervals of no more than two years. The parties agree that the free health assessment should be covered by the National Health Service.

This means that the employer must offer night workers a health assessment before the start of employment and thereafter at regular intervals of no more than two years.

The health assessment should consist of a questionnaire, a subsequent examination with feedback containing advice, and recommendations for the employee.

At larger enterprises where several employees have been offered a health assessment, the enterprise will receive an anonymised report detailing general tendencies about the lifestyle and health of the employees.

The assessment must be performed by a service provider with a relevant educational background, e.g. a nurse, a doctor or another person with the relevant education.

At enterprises with very few night workers, the health assessment can be performed at the employee's own doctor.

The health assessment is a voluntary offer.

Employees 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.

### **(8) Senior employee scheme**

The employee is entitled to enter a senior employees' scheme from a period of five years before the retirement pension age for the employee in force from time to time.

In the senior employees' scheme, the employee can choose to use payments into the free-choice account, special savings, weekday holiday savings or other similar savings scheme to finance senior employees' days off.

If the employee should wish for further senior employees' days off, it is possible to convert continuous pension contributions so that the remaining payment to the pension scheme can still cover the costs for insurance schemes and administration etc.

The converted pension contribution is also deposited in the employee's free-choice account, special savings, weekday holiday savings or other similar savings scheme.

The employee and the enterprise may agree that from a period of five years before the implementation of the senior employees' scheme, the employee can save the value of special holidays not taken and accumulate this. The value hereof can be paid in connection with taking of further senior employees' days off.

According to this provision, a maximum of special holidays can be taken corresponding to the accumulated amount, cf. the payment below.

When taking senior days off, the free-choice account, the special savings, the weekday holiday savings or other similar scheme is reduced with an amount corresponding to payment of wages during sickness.

Unless otherwise agreed, the employee must on 1 April at the latest inform the enterprise in writing whether the employee wishes to enter into a senior employees' scheme with senior employees' days off in the next holiday year and in this connection how big a part of the pension contribution the employee wishes to convert into wages. In addition, the employee must inform the enterprise how many senior employees' days off he or she wishes to take in the next holiday year. This choice is binding for the employee and will continue in the following calendar year. However, each year before 1 April, the

employee can inform the enterprise if the employee wants any changes for the next holiday year.

In the first year of the senior employees' scheme, the conversion is made starting from the payroll period where the employee is five years from the retirement pension age in force from time to time.

Unless otherwise agreed, the timing of senior employees' days off will take place according to the same rules applicable to the timing of special holidays or remaining holiday if there are no special holidays in the collective agreement.

As an alternative to senior employees' days off, the employee and the enterprise can agree a reduction in working hours in the form of e.g. longer off-work periods, a permanent reduction in weekly working hours or other.

At agreement on permanent reduction in weekly working hours, the converted pension contribution can be paid on an ongoing basis as a special allowance to the wages.

The conversion does not alter the existing basis of calculation of the collective agreement and is therefore cost neutral for the enterprise.

### **(9) Inclusive labour market**

Clauses 21-22 and the protocol on the inclusive labour market describe the framework along with a number of opportunities for enterprises to contribute to an inclusive labour market and ensure a good working environment for employees with a reduced capacity for work and special needs.

### **(10) The TB fund and certain infectious diseases**

The fund's framework is described in clause 34.

## **CH. 7 – ABSENCE DUE TO INCAPACITY FOR WORK AND SICK CHILDREN**

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### **28. Absence due to incapacity for work**

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#### **(1) Notification**

To be entitled to sickness benefits for incapacity for work, the provisions in the Danish Act on Sickness Benefits with the appurtenant administrative rules must be observed.

With regard to notice of incapacity for work, the following applies:

Notice by telephone must be given to the enterprise no later than on the first day of absence as follows:

#### **Day shift**

At the start of the working hours and no later than three hours after the start of the working hours.

#### **Evening and night shifts**

At the start of the working hours, at the latest.

#### **Solemn declaration**

A solemn declaration must be received by the enterprise on the third day of absence, at the latest.

If the enterprise receives the solemn declaration on the fourth day of absence or later, the solemn declaration must be postmarked on the first day of absence in order for the employee to be entitled to wages during sickness absence from the third day of absence.

The organisations therefore recommend that the solemn declaration be sent on the first day, or that the enterprise uses an electronic method for the solemn declaration (see relevant protocol on [page 122](#)).

#### **Doctor's certificates**

From the fourth day of absence, the enterprise may demand that the employee procure a doctor's certificate. When such certificate expires, the enterprise is entitled to demand a new one.

In special cases, the enterprise may demand that a doctor's certificate be provided on the first day of absence.

Within four weeks from the first day of absence, the enterprise is to call in the employee for a personal conversation about how and when the employee will be able to return to his or her work.

The enterprise may request a fit for work certificate. The fit for work certificate consists of two parts. The first part describes the enterprise and the employee's job duties and any agreed measures regarding light duties. In the second part, the doctor will state if the light duties measures are sufficient.

At short-term, repeated as well as long-term absence, the enterprise may request a fit for work certificate.

All forms of doctor's certificates are paid by the enterprise. However, this does not apply to doctor's certificates in connection with absence during holidays.

The employee is responsible for ensuring that the completed documents are immediately sent to the enterprise.

The enterprise and the local shop steward are obliged to inform all new employees of the provisions in this scheme, including of the telephone number to be used for calling in sick. In special cases, another form of notice may be agreed in writing.

### **(2) Delayed notice etc.**

In case of absence of any kind of which due notice has not been given to the enterprise, the enterprise will not be liable to pay sickness benefits.

If notice has not been given to the enterprise by 12 noon for employees starting work before 11.00 am and one hour after the start of the working hours for all other employees, the employment relationship is generally regarded as having been terminated and compensation may be payable by the employee under clause 24(3) of the collective agreement.

### **(3) Delay in the submission of documentation**

If a solemn declaration or a doctor's certificate is not received by the enterprise within the time stipulated, the enterprise must send a written notice to the employee containing a new deadline.

If this deadline is not met, the employment relationship will be regarded as having been terminated.

If sickness is later documented by a doctor's certificate, the claim for compensation will lapse.

### **(4) Incorrect health information**

The right to sickness benefits lapses if the employee has provided incorrect information on his or her health on appointment, acc. the Danish Act on Sickness Benefits.

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## **29. Partial absence day**

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In the event of sickness or injury during working hours, the enterprise will pay full wages for the hours worked.

For the remaining working day, the following is paid as of:

24 February 2020, full wages up to a maximum of	DKK 140.65 per hour.
1 March 2021, full wages up to a maximum of	DKK 143.85 per hour
28 February 2022, full wages up to a maximum of	DKK 147.00 per hour

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### **30. Supplementary benefits in case of industrial injury**

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

It is a condition that an industrial injury 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.

This provision also applies to injury occurring when the employee has changed clothes and is travelling to/from work at the enterprise, but before/after clocking in.

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### **31. Wages during sickness absence**

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For employees with nine months' seniority or more, the enterprise pays full wages as of 24 February 2020, however maximum DKK 140.65 per hour, for up to 13 weeks provided that the sickness or injury has been duly reported and documented.

As of 1 March 2021, full wages up to a maximum of DKK 143.85 per hour  
As of 28 February 2022, full wages up to a maximum of DKK 147.00 per hour

The above amounts are comprised of a supplementary payment to the sickness benefit rate laid down by law plus labour market contribution.

It is a condition that the employee is entitled to sickness benefits in accordance with the Danish Act on Sickness Benefits during the period of absence.

The above provision does not apply to sickness covered by an agreement concluded between the employer and the employee in accordance with the provisions of the Act (cf. section 56) on people suffering from chronic or long-term illness.

Holiday allowance is calculated in accordance with the provisions of the holiday agreement (see Chapter 9.)

If the employee has a relapse due to the same illness within 14 calendar days of his or her resumption of work, the employer's payment period for wages during absence will be considered as beginning on the first day of absence in the first period of absence.

#### **Sickness and time off in lieu**

Sickness is regarded as an inability to take time off in lieu on condition that the employee reports sick before the start of normal working hours on the day where the taking time off in lieu should have taken place.

If several lieu days have been planned, the inability to take time off in lieu also applies to sickness on any subsequent days.

It is a condition that the employee reports sick in accordance with the rules of the enterprise.

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### **32. Maternity/adoption pay**

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Employees having 12 months' seniority at the expected date of delivery receive full wages during absence due to 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 up to 14 weeks after having received the child. Seniority must have been earned at the time of receipt of the child.

Full wages are calculated as an average of the wages for the past four weeks before the absence.

Fathers receive full wages for up to two weeks' paternity leave subject to the same conditions.

The employer grants parental leave commenced before 1 July 2020 for up to 13 weeks. Out of the 13 weeks, each parent is entitled to take five weeks. Payment ceases if the leave reserved for the individual parent is not taken.

The remaining three weeks' leave is granted to either parent.

The payment for these 13 weeks corresponds to the wages the employee would have earned during the period, however up to a maximum of DKK 181.50 per hour/DKK 29,100 per month as per 24 February 2020.

The employer grants parental leave commenced on 1 July 2020 or later, for up to 16 weeks. Of these 16 weeks, the parent taking maternity leave has the right to take five weeks and the other parent has the right to take eight weeks. Payment ceases if the leave reserved for the individual parent is not taken.

The remaining three weeks' leave is granted to either parent.

The payment for these 16 weeks corresponds to the wages the employee would have earned during the period:

As of 24 February 2020, up to a maximum of DKK 181.50 per hour or DKK 29,100 per month  
As of 1 March 2021, up to a maximum of DKK 184.00 per hour or DKK 29,501 per month  
As of 28 February 2022, up to a maximum of DKK 186.50 per hour or DKK 29,902 per month

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

Unless otherwise agreed, a notice of three weeks must be given for the 16 weeks.

Each of the parents' leave can at the most be divided into two periods unless otherwise agreed.

All the above-mentioned amounts are comprised of a supplementary payment to the unemployment benefit rate laid down by law plus labour market contribution.

During the 14 weeks' maternity leave, increased pension contribution is paid, cf. the provision on labour-market pension.

It is a condition for payment that the employer is entitled to reimbursement corresponding to the maximum unemployment benefit rate. If the reimbursement is lower, the payment to the employee will be reduced accordingly.

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### **33. Time off to care for sick children**

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#### **(1) 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 140.65 per hour, as of 24 February 2020 when required to take care of the employee's sick child/children under the age of 14 at home.

As of 1 March 2021, full wages up to a maximum of DKK 143.85 per hour

As of 28 February 2022, full wages up to a maximum of DKK 147.00 per hour

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.

If the child falls sick during the employee's working day and the employee has to leave work as a consequence hereof, the employee is entitled to take time off for the remaining working hours of that day. Payment is from the child's first full day of sickness

If the child continues to be ill after the first full day of sickness, the employee is entitled to an additional day off. This day off is taken without wages but the employee will be able to get payment from his/her free-choice scheme.

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.

#### **(2) Doctor visits with child**

With effect from 1 May 2020, the following applies:

Employees and staff members with at least six months' seniority who have the right to take the child's first day of sickness, are entitled to time off in connection with doctor visits accompanying the child.

Employees who wish to take time off for doctor visits must notify the enterprise of this

as early as possible.

Time off for doctor visits is taken without wages but the employee will be able to get payment from his/her free-choice scheme of an amount corresponding to wages lost.

### **(3) Family days**

The rules around family days are described in clause 48 (3), point d).

### **(4) 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.

Only hospital stays requiring staying overnight and hospitalisation in full or in part in the home are considered as hospitalisation and are covered by the provision.

This only applies to one 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.

The following will be provided:

As of 24 February 2020, full wages up to a maximum of DKK 148.70 per hour

As of 1 March 2021, full wages up to a maximum of DKK 151.90 per hour

As of 28 February 2022, full wages up to a maximum of DKK 155.05 per hour

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## **34. The TB fund and certain infectious diseases**

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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.

## **CH. 8 – PROVISIONS FOR SHOP STEWARDS**

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### **35. Election rules**

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#### **(1) Shop stewards**

The organisations agree that a shop steward must be elected at each enterprise from among the employees with at least one year's seniority at the enterprise to represent the employees in dealings with the enterprise regarding all matters relating to the current collective agreements and other agreements.

A shop steward who enters into an agreement on education with the enterprise according to the Danish Act on Vocational Education and Training (adult apprentices) may continue as a shop steward. However, it is a condition that during the duration of traineeship, the shop steward works together with his/her election basis.

If the employees at an enterprise so request, they may elect an alternate shop steward. During his or her term, the alternate shop steward has the same rights and obligations as the shop steward. The training stipulated in the framework agreement on piecework does not apply to the alternate shop steward.

#### **(2) 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.

#### **(3) 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 24(1).

Newly elected shop stewards and spokespersons are offered participation in a training and cooperation programme of 2 x 2 days offered by TekSam.

#### **(4) Approval of election**

The election of shop steward is not valid until it has been approved by NNF's collective agreement secretariat and this has been communicated to the board of the employers' association.

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### **36. Rights and obligations of the shop steward**

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#### **(1) Obligations to employers and organisation**

The shop steward is under an obligation to the organisation and to the employer to do

his or her utmost to maintain and promote a calm and fruitful cooperation at the enterprise.

## **(2) Employment**

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.

If it is necessary for the shop steward to interrupt his or her work to fulfil the duties as shop steward, he or she must notify the employer's representative in advance.

## **(3) Remuneration**

The time spent on the shop steward duties for the benefit of the enterprise and the employees must not cause the shop steward's income to be reduced.

## **(4) Meetings outside of working hours**

If the shop steward participates in a meeting outside of working hours at the request of the employer, the employer must pay the same fee as applies to participation in works council meetings.

## **(5) Rights, duties and tasks**

If one or more employees feel that they have been wronged or otherwise so requests, the shop steward is obliged to submit their complaint or request to the employer (the foreman).

In addition, the shop steward is entitled to complain to and approach the employer regarding issues of hygiene and safety measures for the prevention of accidents and injuries.

The shop stewards rights, duties or tasks, except in the present Chapter 8, are mentioned in the following provisions:

- 6(5) Cleaning work
- 7(2) Staggered working hours
- 12. Punctuality
- 15(7) Systematic overtime
- 17. Time off in lieu
- 19. Overtime on special occasions
- 22(2-6) Employees employed on special terms, employees with reduced capacity for work etc.
- 24(2) Dismissal during absence due to sickness and holiday
- 25. Summary dismissal
- 27. Working environment
- 28(1) Notice of incapacity for work
- 38. The education and cooperation fund (*25 øres fonden*)
- 67. Guidance and consulting services

Framework agreement regarding method development and piecework:

- 2. Local agreements
- 3. Method development and work studies
- 4. Local agreement about other payment
- 5. Work study technicians
- 6. Work plan
- 7. Method development
- 8. Instruction
- 11. Special breaks
- 14. Implementation of the piecework contract
- 15. Acceptance of piecework contracts
- 16. Cleaning of machines
- 18. Procedure
- 19. Suspension or shutdown of piecework
- 24. Payment of piecework profit
- 26(2) Special payment
- 27. Work study shop stewards
- 28. Work study committee and education
- 31. Distribution of production on individual piecework contracts etc.
- 36. Other provisions
- 37. Term of the framework agreement

Special provisions for export cattle slaughterhouses:

- 2(1) Slaughtering:
- 4. Bonus scheme for hourly-paid employees

Protocol on:

- Compensation for technical stoppage for pig slaughtering with gut dressing line, pig cutting and cutting line, [page 109](#).
- Local agreements, [page 118](#).
- Testing of an alternative payment and/or management system and alternative working time systems, [page 119](#).
- Temporary employees and employment services companies, [page 120](#).
- Clarification of use of temporary agency work, [page 120](#).
- Use of subcontractors, [page 121](#).

The list is not exhaustive.

The parties to the collective agreement agree that the above should be seen as a positive list of relevant themes and not as a delimitation of the themes that the local parties can discuss in daily cooperation.

## **(6) Pay information**

At enterprises that have not acceded to the framework agreement concerning development of methods and piecework, quarterly wage statistics are delivered to the shop steward.

## **(7) Complaints procedure**

If a satisfactory solution is not achieved, the shop steward must refer the case to NNF.

### **(8) 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 to the collective agreement agree that the future secretarial duties in respect of the activities launched will be undertaken within the framework of DI and NNF.

### **(9) 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.

From 1 June 2020 this also applies to the health and safety representative.

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## **37. Dismissal of a shop steward and health and safety representative.**

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A shop steward may only be dismissed for compelling reasons. The notice period is the longest notice period plus six weeks in accordance with the provisions in clause 24 of the collective agreement. If NNF considers that the dismissal is unfair, the enterprise is obliged to accept settlement of the case by industrial arbitration.

An employee who ceases as a shop steward after having functioned as such for a consecutive period of at least three years and who is still employed at the enterprise is entitled to a discussion with the enterprise about the employee's need for updating of his or her professional competences. This discussion is held within one month after the employee has ceased working as a shop steward and at the request of the employee. As part of the discussion, it is clarified whether there is a need for updating of professional competences and how this updating should take place.

The employee will be paid during the updating of professional competences. It is a condition that statutory compensation for loss of wages can be granted for the education. Compensation for loss of wages accrues to the enterprise.

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## **38. The Meat and Food Industry's Education and Cooperation Fund (25 øres fonden)**

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Globalisation is consistently imposing new demands on the elected representatives as well as tightening requirements for good and constructive cooperation with management at the enterprises. At the same time, the requirement for a competent and well-

trained workforce has increased.

The demographic development will increase competitive pressures from other industries to attract young people, in particular to the meat and food industry. An incentive for young people to choose the meat and food industry could be that they are able to see career opportunities through systematic education and training programmes developed by DI and NNF together with other relevant partners.

In order for the local parties to be best placed to solve this task, DI and NNF agree to perform and support e.g. the education and training of shop stewards and information activities focusing on cooperation, education and trade.

The objectives of the fund are directly or through support:

- to strengthen the shop steward function and local cooperation;
- to strengthen the shop steward's knowledge of the enterprise's development, production, operation and competitive conditions and the importance of a good mental working environment;
- to offer newly elected shop stewards and spokespersons participation in a training and cooperation programme of 2 x 2 days offered by TekSam.
- to develop education relevant to the Danish meat and food industry and to promote the educational level for employees in the slaughtering and food industry;
- to establish joint courses and other forms of joint training of NNF's members and representatives of enterprises within areas that are relevant for the slaughtering and food industry;
- to support analysis of industry development trends and competence needs;
- to support campaigns that increase the focus on educational planning, motivation and implementation of education and training programmes;
- to support more widely based development tasks – including the performance of special test courses – in internal and external supplementary and further education of adult employees;
- to develop and support projects that may promote increased productivity, including maintenance of productivity-inducing wage systems;
- to arrange conferences, etc., for NNF's members, as well as representatives of the management of the enterprises about education and cooperation
- in relation to the development possibilities of the meat and food industry;
- to perform specially planned projects and tests with a view to obtaining experiences and knowledge about new education and training possibilities and modes of cooperation;
- to implement and support study trips in Denmark and abroad of relevance to the development in the meat and food industry;
- to perform or support activities that benefit the technological development, employment and the meat and food industry in general, including information activities focusing on cooperation, education and trade;
- to support further education of shop stewards;
- to provide support for projects, campaigns and other joint activities to promote internships in the industry, thereby training skilled professionals in order to secure a qualified workforce for future enterprises;
- to perform and support other activities at the discretion of the board of the fund in each individual case

The funds contributed must only be used for the above-mentioned purposes. Objectives related to health and safety, etc., are therefore not included.

The enterprise is charged DKK 0.55 per hours worked as of 1 March 2020. The amount is paid into The Meat and Food Industry's Educational and Cooperation Fund in accordance with current guidelines and articles of association.

DI and NNF will continuously assess guidelines and articles of association for The Meat and Food Industry's Educational and Cooperation Fund.

## CH. 9 – HOLIDAY AGREEMENT

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### 39. Taking holidays

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Since the Danish Holiday Act applies, the provisions below supersede the provisions of the Holiday Act.

#### (1) Holiday year

The holiday year is amended as of 1 September 2020 to the period between 1 September and 31 August. Holiday allowance (clause 40) earned during the holiday year is accrued so that the holiday is taken from 1 September and 16 months on until 31 December.

#### (2) Timing of the holiday

- a. Holiday periods can be initiated by the individual enterprises either by closing the enterprise or by successively providing employees with holiday. If the latter procedure is followed, the enterprise must submit a sign up sheet by 15 January, whereby the individual employee may indicate the time at which they wish to take a summer holiday.

In case of drawing of lots, all permanent employees and all employees who have been employed for a short or long period of time at the enterprise will participate. The employees may switch holidays, subject to notice in due time to the enterprise. The enterprise may move holidays to the extent required in consideration of the enterprise's operations.

- b. In enterprises where holidays are initiated successively, an employee who has not been fully employed in the previous year of accrual, may claim holiday days reduced in relation to the smaller holiday payment.
- c. If the employee is entitled to three weeks' holiday or less, it must be given and taken in a consecutive period between 15 May and 30 September (holiday period) or at another time as agreed between the employer and the relevant employee – within the holiday year.

Holiday in the first two weeks of the holiday period should as far as possible be allocated to employees wishing to take their holiday at this time. If the employee is entitled to more than three weeks' holiday, the holidays exceeding three weeks must also be taken in a consecutive period, but may be taken outside of the holiday period. However, the taking of single holidays may be agreed with employees locally.

- d. The part of the holiday mentioned in The Danish Holiday Act 14(1) can, if a local agreement is made on this – e.g. between the individual employee and the employer –, take place outside the period of 1 May to 30 September (holiday period).
- e. In the event that an employee changes employers within the cooperative, private and cattle slaughterhouses and the related enterprises, such employee will participate in any drawing of lots with all his or her holidays earned during the year

at the enterprise where the employee is employed at the start of the holiday period.

- f. If an employee wishes to take more holidays than those to which he or she is entitled under the Act, such wish may be accommodated, and an agreement must be made before the start of the holiday. The employee will not receive wages during such additional holidays.
- g. If an employee is called up for military service during the holiday period, he must notify his employer no later than three months before the start of military service in order to ensure that the issue of holiday may be settled before the employee leaves the enterprise.
- h. Employees who are fully or partly unable to take their holidays due to military service, sickness, birth, commitment to one of the institutions of the prison service or other preventive detention, start-up of self-employment or work at home are entitled to receive holiday allowance without taking their holiday after the end of the holiday period but before the end of the holiday year.

### **(3) Holidays in full weeks**

If holidays are taken for a full week, the holiday begins at the start of normal working hours on the first normal working day after the end of the holiday.

### **(4) Taking of holidays in hours:**

A written agreement can be made locally stating that holidays can be taken by the hour

In connection with this, it must be ensured that holiday is not taken for fewer hours than the planned number of working hours on the day in question and that the total holiday is not less than five weeks counted as 25 full days, where compensatory days off and working days are included proportionately. Holidays should be taken in full weeks as far as possible.

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

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## **40. Holiday allowance**

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### **(1) Payment**

- a. Holiday allowance corresponding to the length of the holiday is paid on the first payday after the enterprise has received the employee's request for payment from the centralised digital holiday payment solution Feriepengeinfo, however no earlier than one month before the holiday is taken.
- b. Holiday allowance paid to employees during paid holidays can be paid prior to the holiday being taken. In such cases it may require deduction upon resignation to the extent that there have been paid holiday allowances for holidays not taken.

## **(2) Basis of calculation**

- a. The annual holiday to which an employee is entitled is calculated on the basis of the employee's work and amounts to 2.08 days per month of work at the enterprise. In connection with employment of a shorter duration than one month, the holiday entitlement will be calculated in proportion to the duration of the employment period. The right to holiday is also earned during the time when an employee has been on holiday or has been entitled to holiday allowance in accordance with clause 39 during a period of absence due to sickness or injury.
- b. Holiday allowance is provided on an ongoing basis and represents 12.5 % of the total paid wages. When calculating holiday allowance any such additions to the wage or pay elements that are not subject to income tax are disregarded.
- c. The employer will also pay holiday allowance during the employee's absence for more than three days due to sickness or injury at the enterprise, where the holiday allowance is calculated on the basis of the employee's wages for the past four weeks before the period of absence.
- d. No holiday allowance is payable on the weekday holiday payment of 4.0%.
- e. Clause 20 of the Danish Holiday Act (until 1 September 2020: clause 25) provides sick leave allowance for employees who are not entitled to full pay during sick leave.
- f. Complaints regarding the employer's calculation of holiday allowance must be made by presenting pay slips or other payroll statements.

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## **41. Transfer of holidays and interrupted holidays**

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### **(1) Transfer of holidays**

- a. Employee and employer may agree that accrued and non-settled holiday over 20 days can be transferred to the following holiday period.
- b. A maximum of 10 holiday days in total can be transferred and all holidays must be taken no later than the second holiday period after the holiday is transferred (this provision does not apply to the transfer of holidays from the 2019-2020 holiday year to the short holiday year in 2020).
- c. The employee and employer must enter into a written agreement before 31 December (until 1 January 2021: before 30 September after the end of the holiday year).
- d. If an employee who has transferred holiday resigns before all transferred holiday has been completed, holiday allowance is paid for the remaining transferred holiday days.
- e. In cases where holiday is transferred, the employer must provide written notification to the person paying the holiday allowance before 31 December that the holiday has been transferred.

- f. Holiday corresponding to transferred holiday cannot be deemed included in a notice of dismissal unless the holiday, in accordance with agreement, cf. above, is able to be taken within the notice period

## **(2) Fit to return to work notice in connection with collective holiday closure**

If an employee who is on sick leave before the start of the holiday reports as fit for work during a collective holiday closure, the employee resumes work and is entitled to take the holiday at a later date. If it is not possible to offer the employee employment during the period, the holiday is considered to have commenced at the time the employee reported fit for work. The holiday that the employee in question has been prevented from taking due to illness is taken in continuation of the originally notified holiday, unless otherwise agreed.

## **(3) Interrupted holidays**

Where holiday is half a day or more, a full day's time off is granted however only with earned holiday pay. Where holiday entitlement amounts to less than half a day, time off elapses while the money is paid.

## **(4) Payment of holiday money without taking holiday**

- a. Holiday allowance for an accrued year is paid to the employee at the beginning of the holiday year by the employer, regardless of whether the holiday is taken when the amount is DKK 1,500 or less, after deduction of tax and labour market contributions.
- b. At the end of the holiday year, the holiday allowance is paid to the employee by the employer if the amount is DKK 2,250 or less, after deduction of tax and labour market contributions. If the employee has been permanently employed by the same employer from a point in the accrued year until the end of the holiday year, holiday allowance relating to this employment relationship will only be paid if the amount relates to holidays over 20 days.
- c. At the end of the holiday year, the employer pays wages during holidays and any holiday allowance to the employee if the amount is DKK 2,250 or less after deduction of tax and labour market contributions and if the amount relates to holidays over 20 days.

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## **42. General holiday provisions**

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### **(1) Death**

On death, the holiday allowance is paid to the deceased's estate, cf. the Danish Holiday Act.

### **(2) Guarantee scheme**

- a. The parties to the collective agreement agree that the holiday guarantee scheme is to be used by NNF members working in enterprises under the Meat Factory and Slaughterhouse Collective Agreement (DIO I).

- b. If an enterprise wishes to keep holiday allowance in the enterprise instead of making ongoing payments to the *FerieKonto* holiday payment scheme, the parties to the collective agreement agree that this can take place. If so, the enterprise must inform the employees of this in writing. In the event of a transition to *FerieKonto* payment the employees must be informed in the same way.
- c. DI guarantees all earned holiday allowance, including any transferred holiday.

### **(3) Disputes regarding holidays**

Holiday payment is a part of the employee's wages and the lack of such benefits - in the same way as working wages - can be recovered by prosecution of the employer concerned. The settling of legal disputes deals solely with collectively agreed deviations from the Danish Holiday Act.

## CH. 10 – WEEKDAY HOLIDAY PROVISIONS

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### 43. Earning of weekday holiday allowance

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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 are weekday holidays.

#### (1) Accrual scheme

The employer allocates an amount corresponding to 4% of the employee's holiday-qualifying wages to cover payment for the weekday holidays. This amount is deposited into the employee's weekday holiday account.

#### (2) Statement

The amount allocated will be settled every year at the end of week 26.

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### 44. Payment of weekday holiday allowance

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#### (1) Payment

The weekday holiday payment 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 in the payroll period which includes week 28.

If the balance is negative, the deficit will be set off against the next weekday holiday account.

#### (2) Advance payment

The advance payment amounts to DKK 1,000 to adult employees. For weekend work, the advance amounts to DKK 2,000 per weekday holiday, cf. clause 20(7) of the collective agreement.

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

The advance payment is made regardless of the balance on the account.

Any negative balance will be set off against the next weekday holiday account. If an employee resigns before earning the weekday holiday allowance paid, the remaining amount will be set off against the wages due.

The advance payments are not made for weekday holidays falling on Saturdays off or Sundays. For weekend work, advance payments are not made for weekday holidays falling on the first five days of the week.

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

#### (3) Work on the day before and after

a. It is a condition for receiving the advance payment mentioned in subclause (2) above

that the employee is working on the last normal working day before the weekday holiday. In the event of two consecutive weekday holidays, the employee must be working both on the day before and the day after the weekday holidays to be entitled to receive the advance payment for both days.

If the employee is only working on the day before or on the day after the days in question, the advance payment is only made for one weekday holiday. The amounts not paid will remain on the weekday holiday account.

- b. With regard to weekend work where one day is a weekday holiday, it is a condition for receiving the advance payment mentioned in subclause (2) above that the employee is working on the other working day.

If both days are weekday holidays, advance payment will be made for both days.

- c. In case of documented sickness (solemn declaration), advance payment is also made for weekday holidays. However, it is a condition that there are sufficient funds in the employee's weekday holiday account to cover the advance payment.

In case of sickness absence extending beyond the period in which the enterprise has obligations towards the employee, advance payments will stop until such time as the employee has reported fit for work. The amounts will remain on the weekday holiday account.

#### **(4) Work on a weekday holiday**

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

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### **45. Termination of employment**

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On resignation, the weekday holiday account will be settled and any balance will be paid with the last payment of wages from the enterprise. Any negative balance on the account will be set off against wages due.

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### **46. Death**

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On death, the weekday holiday payment banked will be paid to the deceased's estate.

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### **47. Guarantee scheme**

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DI guarantees payment in accordance with the above provisions.

## CH. 11 – FREE-CHOICE SCHEME

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### 48. Free-choice scheme

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#### (1) Objects

The free-choice model is 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.

#### (2) Accrual scheme

Provided as of

24 February 2020	7.20%
1 March 2021	8.20%
28 February 2022	9.20%

The following of the employee's holiday-qualifying wages is allocated to the free-choice model as of 25 February 2019 6.20%

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, time off is banked corresponding to 37 hours per year with a payment of DKK 120,00 per hour.

#### (3) Use

The individual employees must make their choice on how to use the free-choice model by 8 December of every year. This option will take effect from the subsequent 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.

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.

#### **(d) Family days**

Employees and staff, who are entitled to take time off at child's first day of sickness, are entitled to two family days per holiday year. Employees can take a maximum of two family days per holiday year irrespective of how many children the employee has. This rule only applies to children under the age of 14.

The days are timed according to agreement between the enterprise and the employee taking the interests of the enterprise into consideration.

Family days are held without wages but the employee will be able to get payment from his/her free-choice scheme.

#### **(4) Combinations:**

The employee may choose a combination of wages, time off and pension divided into six portions of 0.45%.

In addition to a combination of wages, time off and pension, employees entitled to family days can choose a further two days as family days.

The free-choice percentage stipulated by the collective agreement can, when locally agreed, be divided into six equally large amounts on the existing six free-choice portions.

Employees, who are entitled to family days, cf. section 48(3), section D, can divide these into eight equally large portions, of which two portions are to cover family days.

#### **(5) 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.

#### **(6) 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.

**(7) Escalation at application for membership of a DA employers' association**

See protocol [page 123](#).

## **CH. 12 – APPRENTICES**

The parties to the collective agreement agree jointly to implement activities to promote apprenticeships. The activities will help create attention on the education of both young people as well as adults as competent skilled workers and thereby ensure access to qualified skilled employees for the enterprises of the industry in future.

The parties to the collective agreement agree that the costs for the project and the joint activity for promoting apprenticeships are to be financed through the Meat and Food Industry Education and Cooperation Fund.

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### **49. Apprenticeship agreements**

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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.

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### **50. General training provisions**

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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.

During the apprenticeship period, the employer must ensure that the apprentice receives all-round training.

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

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

Adult apprentices are covered by clause 29, "Partial absence day", clause 30, "Supplementary benefits in case of industrial injury", clause 31, "Wages during sickness absence", clause 32, "Maternity/adoption pay", and clause 33, "Time off to care for sick children", of the collective agreement.

Other apprentices having more than 12 months' seniority are covered by clause 32 "Maternity/adoption pay" with full wages.

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.

Hourly payment (DKK):

	24 February 2020	1 March 2021	28 February 2022
Apprentices over 18	98.49	100.73	102.94
Apprentices over 20	112.56	115.12	117.64

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.

The following allowances are paid for staggered meal breaks:

As of 24 February 2020	DKK 5.97 per meal break
As of 1 March 2021	DKK 6.07 per meal break
As of 28 February 2022	DKK 6.17 per meal break

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## 51. Working hours

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

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## 52. Remeuneration

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The wages payable to apprentices are:

<b>Apprentices under 18</b>	24-02-2020	01-03-2021	28-02-2022
	DKK	DKK	DKK
Basic rate	32.15	32.01	31.89
Piecework allowance	4.17	4.15	4.13
Hourly allowance	41.88	43.37	44.86
Hourly wages	78.20	79.53	80.88
Weekly wage at 37 hours	2,893.40	2,942.61	2,992.56
 <b>Apprentices over 18</b>	 24-02-2020	 01-03-2021	 28-02-2022
	DKK	DKK	DKK
Basic rate	45.00	44.80	44.63
Piecework allowance	5.83	5.81	5.78
Hourly allowance	58.63	60.71	62.80
Hourly wages	109.46	111.32	113.21
Weekly wage at 37 hours	4,050.02	4,118.84	4,188.77

<b>Apprentices over 20</b>	24-02-2020 DKK	01-03-2021 DKK	28-02-2022 DKK
Basic rate	51.44	51.21	51.02
Piecework allowance	6.67	6.64	6.61
Hourly allowance	67.00	69.39	71.77
Hourly wages	125.11	127.24	129.40
Weekly wage at 37 hours	4,629.07	4,707.88	4,787.80
<b>Adult apprentices</b>	24-02-2020 DKK	01-03-2021 DKK	28-02-2022 DKK
Basic rate	60.95	60.95	60.95
Piecework allowance	7.90	7.90	7.90
Hourly allowance	79.40	82.60	85.75
Hourly wages	148.25	151.45	154.60
Weekly wage at 37 hours	5,485.25	5,603.65	5,720.20

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### 53. Overtime

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

	24-02-2020 DKK	01-03-2021 DKK	28-02-2022 DKK
Over 18	64.80	65.84	66.89
Over 20	77.03	78.27	79.52
Adult apprentices	84.93	86.29	87.67

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

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### 54. Main holiday

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In connection with the taking of the main holiday, one half 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.

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### 55. Seniority and termination

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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 24(1) of the collective agreement. Currently, such notice is 28 days.

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## **56. Travel allowance**

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### **(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.

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## **57. Weekday holiday agreement for apprentices**

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During training, apprentices are paid normal hourly wages on weekday holidays.

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 clauses 42-46 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 calculated in week 26.
- 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.

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## **58. Earning of days off**

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Days off are earned based on employment, cf. ch. 9 "The holiday agreement", i.e. the periods of time during which the apprentice is working, during absence due to sickness and injury for up to six months, during maternity and paternity leave stipulated by collective agreement and during paid training periods as well as during holiday.

One day off is earned for each 2.4 months of employment.

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## **59. Payment of days off**

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Apprentices are entitled to days off. Days off are paid with normal wages; however a maximum of

24 February 2020

Apprentices under 18	DKK 80.88 per hour
Apprentices over 18	DKK 113.21 per hour
Apprentices over 20	DKK 129.40 per hour
Adult apprentices	DKK 154.60 per hour

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## **60. Payment on days off**

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For apprentices with a 37, 34-hour working week, a 40-hour working week and a four-day working week, a day off corresponds to 7.4 hours of paid time off.

Holiday allowance and pension contribution are paid on the above amounts.

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## **61. Taking of days off**

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The day off must be taken and timed with due consideration of the enterprise's interests and the individual apprentice's preferences as far as possible.

The day off must be taken within one year after it was earned, at the latest. The days off must be taken during the apprenticeship period. Time off which does not add up to full days may be disbursed on resignation.

The timing of days off may be agreed from day to day.

On local agreement, a day off may be taken as two half days. A half day off corresponds to 3.7 hours.

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## **62. Provisions on days off not taken**

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If the time off is not taken – due to sickness, birth, start-up of self-employment or work

at home, stay abroad, imprisonment or preventive detention, military service or other similar circumstances – the wages earned for the time off may be disbursed.

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### **63. Apprentices' access to support from IKUF**

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The parties to the collective agreement agree that apprentices are to have access to apply for support from the Industry's Competence Development Fund for education and training in their spare time.

After being employed for six months at the same enterprise (including any school attendance), apprentices are entitled to apply for support from the IKUF. This support is granted for participation in education and training in their spare time to the same extent and on the same terms as for other employees.

## CH. 13 – TRAINING

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### 64. Training in general

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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. It is the personal responsibility of the individual employee and the obligation of the enterprise to contribute to increasing the level of qualifications and education at the enterprise in the long term. DI and NNF undertake to assist in strengthening the enterprises' education and training planning, if required.

DI and NNF agree that the enterprises' 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. DI and NNF agree to endeavour to ensure that the employees at the individual enterprises obtain the required qualifications through relevant training (at plant operator level).

DI and NNF encourage enterprises and employees to plan their education and training based on the courses offered by the trade. The framework for education and training planning may be agreed locally.

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### 65. Training in the enterprise

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#### Planning

DI and NNF 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 the following rate:

As of 24 February 2020 DKK 137.50 per hour

As of 1 March 2021 DKK 140.00 per hour

As of 28 February 2022 DKK 142.50 per 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. For education and training activities aimed at employment covered by the collective agreements for the meat and food industries, the requirement is nine months of continuous employment.

Employees are entitled to participate in unused education and training. The oldest weeks are used first. However, this does not apply if the employee is under notice unless the enterprise and the employee had agreed the period of education and training before the dismissal.

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## **66. The Meat and Food Industry Cooperation and Competence Development Fund (SFKF)**

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The history and detailed guidelines regarding SFKF are described in "Protocol on the Meat and Food Industry Cooperation and Competence Development Fund" ([page 113](#)). It has further been agreed that during the term of the collective agreement, DI and NNF can negotiate the size of the contributions to the Meat and Food Industry Competence Development Fund if necessary.

The Meat and Food Industry Cooperation and Competence Development Fund (SFKF) is managed on a daily basis through the Industry Competence Development Fund (IKUF) and the website [www.ikuf.dk](http://www.ikuf.dk).

### **(1)**

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.

**(2)**

The employee may apply for a grant for education and training covered by subclause (4).

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

**(3)**

Enterprises with more than 100 employees covered by the collective agreements can establish an enterprise development fund.

**(4) Education and training of the employee's own choice**

In addition, 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 for:

- a. employment in the areas covered by the collective agreements, cf. subclause (6) of the Protocol on the Meat and Food Industry Cooperation and Competence Development Fund, provided that a grant for the training has been approved, if the employee has six months' seniority calculated according to clause 24, or
- b. the enterprise, if the employee has nine months' seniority, calculated according to clause 24.

**(5) Accumulation of time off for education and training of the employee's own choice**

Employees are entitled to participate in unused education and training of their own choice, cf. subclause (4), from the previous two calendar years. The oldest weeks are used first.

However, this does not apply if the employee is under notice unless the enterprise and the employee had agreed the period of education and training before the dismissal.

**(6) Arranged education and training**

DI and NNF 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. Support can be granted to selected education and training programmes within preparatory activities, vocational education and training and academy profession and diploma programmes.

Based on this, the employee and the enterprise can set up a training plan.

The employee will be paid according to applicable provisions for the Competence Development Fund or other similar competence scheme. Any subsidies and contributions from the Competence Development Fund will accrue to the enterprise.

Support for arranged education and training will replace support for education and training of the employee's own choice (subclause 4 and 5) in the calendar years where

the training plan is in force.

### **(7) IKUF support at dismissal**

It has been agreed to increase the possibility of having time off at dismissal for education and training with support from the Meat and Food Industry Cooperation and Competence Development Fund (SFKF) (See Protocol on Education and Training)

Employees who are dismissed due to restructurings, job-cuts, company closure or other matters pending in the enterprise and who have at least six months' seniority at the enterprise are entitled to one further week of time off during the period of notice with contributions. The employee is also entitled to use time off that has not been taken with support from SFKF for up to two weeks.

In total, up to five weeks off can be granted for education and training in connection with dismissal, if the employee has not used the previous two years' entitlement to education and training.

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## **67. Guidance and consulting services**

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The Central Organisation of Industrial Employees in Denmark (CO-Industri), DI and NNF have established the cooperation body TEKSAM.

The enterprise's education and training committee (alternatively the works council, secondarily shop steward/management) can request a visit from TEKSAM's process consultant when requested by one of the parties.

A catalogue has been prepared that is used by the TEKSAM consultants in their conversations with the local parties. The catalogue contains examples of easy-to-use tools and instructions on how to forward the educational effort in using the educational possibilities of the collective agreement and the many educational opportunities, including for example the competence packages established between the parties to the collective agreement. In addition, the catalogue will contain instructions on how to establish contact to the relevant training providers and how to perform competence clarifications.

Reference is made to [www.teksam.dk](http://www.teksam.dk) for further inspiration.

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## **68. DA/FH Development Fund**

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The main objective of the DA/FH Development Fund is to ensure continued development of the Danish model focusing on flexible collective agreement regulation combined with a robust framework for the employees' adaptability and mobility. FH and DA intend to follow trends which may challenge the Danish model and, in that connection, strive to prevent social dumping.

The Fund will support initiatives on:

- a) Increasing the efficiency and developing further the cooperation and dispute resolution system at main organisation level within the FH/DA area as well as following up

on EU and global trends, in particular, which may challenge the Danish model.

- b) Information and training, including for shop stewards and safety stewards in the FH/DA area.

Allocation of the funds to items (a) and (b) above is decided by the individual main organisation; however, funds must be allocated to both purposes.

The employer must pay a contribution of DKK 0.45 per hour worked to the DA/FH Development Fund. This contribution is collected as stipulated by the main organisations. As of the first payroll period after 1 January 2022, the employer must pay a contribution of DKK 0.47 per hour worked.

The assets of the Fund will be distributed with 25% of the total annual proceeds to DA and 75% of the annual proceeds to FH for allocation.

## Group life agreement

See AP Pension for the applicable rules.

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### 1. Agreement on group life insurance with disability cover and critical illness

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According to the collective agreement between the Confederation of Danish Industry (DI) as the one party and Danish Food and Allied Workers' Union NNF (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 under section A 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 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 70.

#### 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 years
DKK 37,500 per child aged	17 years
DKK 31,500 per child aged	18 years
DKK 25,500 per child aged	19 years
DKK 12,000 per child aged	20 years

#### 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 and who are awarded early retirement pension from the state on the basis of a disability of at least two thirds before attaining the age of 65. The difference between employees treated according to the rules on early retirement pension from before 1 March 2003 and according to the rules after 1 March 2003 should no longer be present.

If an employee reaches 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 reached 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 reached 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 reached 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.

However, for cancer diagnoses 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:

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## **2. Commencement**

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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.

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## **3. Payment on death**

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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.

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## **4. Excluded risk**

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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 Danish Parliament/Government 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.

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## **5. Disposal**

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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.

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## **6. Paid-up policy**

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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.

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## **7. Withdrawal from the group**

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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.

# Labour market pension scheme

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## 1. Object

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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*.

*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*.

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.

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## 2. Member and seniority provisions

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Membership of the pension scheme is mandatory for all employees who have attained the age of 18, have at least five months' seniority and are employed under the collective agreement between DI and NNF.

All seniority from enterprises covered by this collective agreement which are members of DI must be included as seniority with pension entitlement.

The seniority requirement is regarded as having been met by employees who, at the start of employment, have previously been covered by this pension scheme 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.

If the employee remains in employment after reaching retirement age, the employee can choose whether to continue saving for his/her pension (as far as is possible) or whether the pension is to be paid on an ongoing basis as wage.

The insurance coverage ends when the employee reaches retirement age.

The provision applies to employees who reach retirement age.

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### **3. Pension contribution**

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

Pension is also calculated from any sick leave allowance for employees who are entitled to a pension (see clause 2, above). Both the employer's contribution and the employee's own contribution are calculated from the sick leave allowance and paid to the pension company. The employer's share is paid by the employer in addition to the sick leave money. The employee's share is deducted from the holiday allowance before final settlement.

The contribution amounts to 12.0%, of which the employee pays one third, while the employer pays two thirds.

The employer must pay monthly pension contributions to *Industriens Pension*, by the 10th day of every month.

The parties to the collective agreement agree that the pension contribution is a part of the employee's wages.

DI guarantees payment of the pension contribution.

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### **4. Rules and pension regulations**

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The rules and pension regulations may be found at [www.industrienspension.dk](http://www.industrienspension.dk).

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### **5. Escalating contributions**

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For new members that at the start of their membership have an existing company pension scheme at a higher level than 20% of the contributions to be paid under the collective agreement but a lower level than the full amount of the contribution the following applies:

- The escalating period will commence at the start of the membership and will run independently of the enterprise's existing pension scheme.
- Employees who are already employed will continue with the agreed amounts of contribution in the enterprise's existing pension scheme. However, contributions must always be at the same level as a minimum as the escalating contributions.
- Employees who are employed after the start of the membership are entitled to the same pension contributions as employees who were employed prior to the membership.
- It is a condition for escalating contributions for employees covered by the collective

agreement that the employee in question is a member of *Industriens Pension*.

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.

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## **6. Increased pension contribution during maternity leave**

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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.

The pension contribution is:

	Employer contribution	Worker contribution	Total contribution
DKK per hour	8.50	4.25	12.75
DKK per month	1,360.00	680.00	2,040.00

**Employment contract** (current version can be downloaded at [www.di.dk](http://www.di.dk))  
for employees covered by the Meat Factory and Slaughterhouse  
Collective Agreement

**1. The parties**

The undersigned employer (name):	CVR number:
Address:	Telephone no.:
Postal code/city:	

hereby employs:

The employee's full name:	Date of birth:
Address:	Telephone no.:
Postal code/city:	

**2. Job category**

Job category/job title
------------------------

**3. Date of commencement**

Commencement date:
<input type="checkbox"/> The employment is temporary and will terminate at the latest on:
<input type="checkbox"/> The employment will terminate at the latest when the following task(s) have been completed:

**4. Place of work**

Permanent place of work (only to be filled in if the place of work differs from the address of the employer)
Postal code/city:

**5. Working hours**

With respect to working hours – normal working hours, weekend work, part-time employment, flexitime, staggered hours and shift work – please see Part I of the Meat Factory and Slaughterhouse Collective Agreement and any local agreements.
Overtime is performed according to clause 15 of the collective agreement.

**6. Wages**

Weekly/hour wages at the time of the employment or at the time of the signature of this agreement:
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Overtime payment, weekday holiday payment, allowance for staggered hours, allowance for work in shifts and hardship allowance otherwise is paid according to the provisions in the Meat Factory and Slaughterhouse Collective Agreement. The enterprise may also operate with piecework, bonus schemes or other productivity-enhancing wage systems where wages are determined according to the provisions of the Meat Factory and Slaughterhouse Collective Agreement or local agreements.

Wages are paid in arrears:

- Each week
- Every 14 days
- Other - state wage period:

### 7. Holidays

Holidays can be taken in accordance with the Danish Holiday Act and the Meat Factory and Slaughterhouse Collective Agreement.

### 8. Pension

In accordance with the collective agreement, the employee will after five months' seniority be covered by Industriens Pension from the age of 18. The seniority requirement is considered to have been fulfilled for employees who at the commencement of the employment are covered by this pension scheme through previous employment or by a similar labour market pension scheme. If the employee is covered by Industriens Pension or other labour market pension at the time of the employment, contributions must be paid immediately at the commencement of the employment.

- Is the employee covered by Industriens Pension or other labour market pension at the commencement of the employment
- Does the employee wish for previously paid pension contributions accumulated in another pension scheme to be transferred to Industriens Pension

### 9. Termination

Please see the provisions of the Meat Factory and Slaughterhouse Collective Agreement for notice of termination.

### 10. Collective agreement

For the employment in general, the Meat Factory and Slaughterhouse Collective Agreement concluded between DI and NNF and any local agreements at the enterprise will apply. The collective agreement can be found at [www.nnf.dk](http://www.nnf.dk) and [www.di.dk](http://www.di.dk)

Furthermore, reference is made to any staff regulations at the enterprise. These are handed out to the employee together with this employment contract.

### 11. Other matters

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of the enterprise

\_\_\_\_\_  
Signature of the employee

# Framework agreement regarding method development and piecework

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## 1. Object

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In order to strengthen the enterprises' competitiveness and continued development and, thus, the employment opportunities, the parties to the collective agreement 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 to the collective agreement 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

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Piecework may only be introduced at the individual enterprises when the organisations have approved the relevant local agreement.

The parties to the collective agreement 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:

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. clause 11.

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.

## 3. Method development and work studies

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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.

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#### **4. Local agreement about other payment**

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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.

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#### **5. Work study technicians**

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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.

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#### **6. Work plan and Work study committee (ASU)**

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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. Minutes are taken from ASU meetings.

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, the union is entitled to raise the issue in negotiations with DI in accordance with the general industrial provisions.

When work studies are initiated within a work area, the shop steward, the work study shop steward and the affected employees must be notified.

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## **7. Method development**

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The parties to the collective agreement 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 health and 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 health and safety requirements, cf. the Danish Working Environment Act, which the safety group must certify. The health and safety group may propose changes and object with certification, but amendments and objections do not, in principle, have a suspensory effect on the completion, release and testing of the agreement.

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## **8. Instruction**

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### **(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. It is therefore the responsibility of the enterprise management to ensure that the aforementioned training and instruction are provided before piecework contracts and new working methods commence.

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.

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## **9. Preparation of piecework contracts**

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### **(1) Preparation of piecework contracts**

The piecework contracts are prepared as time piecework contracts for groups or individual employees.

Piecework contracts may only be prepared once method determination, training and instruction have been completed.

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.

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 health and 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 to the collective agreement 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.

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## **10. Additional work**

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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 as a whole, in individual departments, or at the individual work sites, and DI and NNF agree that the additional work is divided into the following groups to be treated as follows:

a. Operational time (DT)

= 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 (MT)

= 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 (GT)

= 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.

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%.

The half percentage point is added for putting on, removing and cleaning personal protective equipment.

d. Special time (ST)

= 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%. It is 12½% for the pig slaughtering line and the gut dressing line, and 10½% for pig cutting and the cattle slaughtering line and the related gut dressing line.

Special additional time is used, when the parties agree, for combined rest breaks.

Special time is described in more detail in clause 11.

e. Personal time (PT)

= 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.

---

## **11. Special breaks (ST)**

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### **(1) Scope of the agreement**

Clause 11 only covers employees who are pieceworkers and only if such employees do piecework during the periods of time in which such rest breaks are held.

No employees are obliged to take rest breaks, unless otherwise agreed in the local agreement.

### **(2) 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 in accordance with clause 10(d) for combined rest breaks.

The timing of 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.

### **(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. and 45 minutes for pig slaughtering and the gut dressing line.

The special breaks for pig cutting and the cattle slaughtering line are agreed locally at either 30 or 45 minutes.

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 enterprise designates the facilities that can and must be used for breaks.

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## **12. Standard time and standard output**

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### **(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.

### **(2) Standard time**

The standard time is calculated by adding the time described in clause 10 to the production time, if relevant and as described.

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## **13. Piecework base rate**

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The base rate is the agreed hourly earnings for standard output and amounts to:

As of 1 March 2009, the allowance is DKK 65.29 per hour.

The base rate paid for pig slaughtering and work on the gut dressing line must always be 7% higher than the piecework base rate applicable from time to time.

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.

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## **14. Implementation of the piecework contract**

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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. when 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 health and 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 work study shop steward and the shop steward, as 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 work study shop steward and the shop steward can file and record the piecework contract in an appropriate manner.

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## **15. Acceptance of piecework contracts**

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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 requested and 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.

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.

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## **16. Cleaning of machines**

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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.

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## **17. Quality requirements**

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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 piecework material, 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.

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## **18. Procedure**

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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 and 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, for example in the minutes from the work study committee.

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. If required, the committee will undertake its own measurements and assessments of the work and present a final piecework proposal 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/processing 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.

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## **19. Suspension or shutdown of piecework**

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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.

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## **20. Time-based work**

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To the extent that piecework cannot fulfill the collectively agreed number of working hours per week, employees are required to work at normal time-based wages for the remaining period. It follows that the normal weekly wage applicable at all times under the collective agreement is always guaranteed to employees paid weekly.

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.

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## **21. Personal allowances**

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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.

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## **22. Overtime**

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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 (clause 20(5)).

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## **23. Ancillary workers**

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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.

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## **24. Payment of piecework profit**

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### **(1) Statement**

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 to the collective agreement 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.

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, cf. clause 15, (Prod/week/man/piecework).
4. The possibility of reviewing the time earned and spent by the pieceworkers.

The above statistics can be available to the shop steward by the shop steward having

access to read and/or print the wage administration system of the enterprise or by he or she receiving the statistics in paper form.

### **(3) Protocol regarding monthly piecework statistics to be provided to NNF**

DI must provide monthly statistics to the union including piecework statistics and absence statistics. Statistics are sent electronically or in paper form.

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## **25. Apprentices**

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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. The shop steward has the right to take proceedings.

For the purposes of reinforcing apprentices' routine and professional skills, apprentices can participate in piecework on an equal footing to all other employees. Before the apprentice begins performing all kinds of independent work, the enterprise must ensure that the apprentice has received the necessary training and instruction. If apprentices participate in piecework in the first year of apprenticeship, this requires local agreement.

Piecework profit for apprentices is described in the framework agreement, clause 13.

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## **26. Special payment**

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### **(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 for pig slaughtering and the gut dressing line. 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.

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## **27. Work study shop stewards**

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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. Consequently, the work study shop steward must be capable of performing the required checks/controls.

The work study shop steward is covered by the provisions on shop stewards in clause 36 of the collective agreement.

If no agreement is reached as to which of the suitable work study shop steward candidates to be elected, the counterparty is obliged to submit to arbitration decision of the matter.

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 gut dressing 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.

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## **28. Work study committee (ASU) and education**

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### **(1) Work study committee (ASU)**

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 (see subclause 2).

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) Work study education**

The basic work study course is normally completed annually. The course is made up of a theoretical component followed by a practical component, as well as an exam.

Work study technicians (clause 5) and work study shop stewards (clause 27) must pass the exam.

At a minimum, shop stewards must complete the theoretical part of the course, thereby becoming reasonably acquainted with work study techniques. If shop stewards so request, they will be allowed to participate in the practical component of the course, as well as the exam.

After the basic work study course, the acquired knowledge is maintained through continuous training and updates (see subclause 3 and 4).

For use in the basic work study course, training and updates in work pace evaluation, prepared and approved work pace assessment films and training materials are available from DI and NNF.

## **(3) Update**

Every six months, the work study knowledge of the industry's work study staff and shop stewards is 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.

Updates are normally arranged regionally with an appropriate number of participants. They include assessment exercises, partly assessing approved work pace films and partly studying the relevant work directly.

The ability to treat the work study material correctly will be tested by reviewing sample studies, frequency assignments, etc., and calculating standard times. The work study material used for updates is approved by DI and NNF.

The work study staff and shop stewards must participate in updates. For shop stewards it is not required that a satisfactory result be achieved.

DI and NNF participate in every update.

If DI and NNF agree 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.

#### **(4) Training**

DI and NNF are responsible for holding two training days every six months (four training days annually) for work study staff with the following content:

- Feedback on the latest update, including review and discussion of the update assignments.
- Resolution and subsequent review and discussion of study examples, frequency assignments, etc., as well as work study issues.
- Assessment of approved work pace films.

In addition to two training days every six months, enterprises should also ensure that the work study staff receive the necessary ongoing local training.

Exercise material used is reviewed and approved by the DI and NNF.

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### **29. Weight adjustment**

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Standard time for piecework for pig slaughtering lines, gut dressing lines and cutting are adjusted by 0.6% for each kilo of change in weight compared to the weight basis on which the piecework contract is calculated.

However, no piecework is adjusted below the average weight of 63 kg.

The weight basis is pigs for which additional payment is entitled and the weight adjustment is performed each quarter (13 weeks) unless otherwise agreed locally.

Standard time for piece rates is adjusted by 0.6% each time the average weight is changed by 1.59% compared to the average weight of the time study.

1.59% corresponds to an increase in weight in percentage of 1 kilo compared to 63 kg.

If individual weighing of the raw material has been performed during the time studying of the piece rates, the lowest and highest registered individual weight can be multiplied by the number that during day-to-day operations is delivered on tray, Christmas tree or similar and the resulting minimum and maximum weight per tray, Christmas tree or similar then constitutes the lower and upper limit for the piecework basis.

Weight adjustment of piece rates is performed each quarter (13 weeks) unless otherwise agreed locally.

Kilo-based piece rates and the slaughtering and processing of sows, boars and porkers are not covered by the provisions above.

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### **30. Change of work pace for production line piecework**

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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.

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### **31. Distribution of production on individual piecework contracts etc.**

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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 health and 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 health and 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.

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### **32. Technology agreement for slaughtering lines**

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In the coming years, technology and capacity changes may lead to the employees' opportunities for maintaining the desired earnings level, cf. the provisions of the framework agreement, being limited in connection with updates and new studies of piecework contracts for slaughtering.

Prior to updates or new studies of piecework contracts for slaughtering, the enterprise must undertake the required method work according to the framework agreement. Based on this work, the relevant employees must be briefed on the expected consequences. This briefing must contain information on any changes to staffing, chain speed, earning opportunities and production requirement.

Based on this information, the employees on the slaughtering line must state which earnings level a new piecework contract for slaughtering must aim at.

In this process, the local parties may apply the standard times prepared by the organisations for pig slaughtering, just as the organisations' consultants may be consulted.

If, due to technology and capacity changes, it is not possible to prepare a piecework contract that accommodates the employees' desired earnings level, using a combination of number of operators and speed, according to the provisions of the framework agreement, the employees' wages are calculated on the basis of a technology allowance based on 108.14% being added to the cycle time.

Based on the technological and capacity-related slaughtering speed, the cycle time is calculated as a ttu value per unit.

The resulting ttu value plus an addition of 108.14% then amounts to the standard time and payment basis for the slaughtering line and the related gut dressing line. The standard time is weight-adjusted to the current average weight for the slaughtering line, cf. clause 29 of the framework agreement, based on an average weight of 75.91 kg/pig.

Under clause 1 of the framework agreement, the enterprise may then make an adjustment relative to this standard time.

The recommended standard times prepared by the parties to the collective agreement will be updated in step with technological advances affecting the slaughtering lines.

Otherwise, the provisions of the framework agreement apply.

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### **33. Technology agreement for pig cutting**

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In the coming years, technology and capacity changes may lead to the employees' opportunities for maintaining the desired earnings level, cf. the provisions of the framework agreement, being limited in connection with updates and new studies of piecework contracts for cutting.

Prior to updates or new studies of piecework contracts for cutting, the enterprise must undertake the required method work according to the framework agreement. Based on this work, the relevant employees must be briefed on the expected consequences. This briefing must contain information on any changes to staffing, line speed, earning opportunities and production requirement.

Based on this information, the cutters must state which earnings level a new piecework

contract for cutting must aim at.

In this process, the local parties may apply the standard times prepared by the organisations for cutting, just as the organisations' consultants may be consulted.

If, due to technology and capacity changes, it is not possible to prepare a piecework contract that accommodates the employees' desired earnings level, using a combination of number of operators and speed, according to the provisions of the framework agreement, the employees' wages are calculated on the basis of a technology allowance based on 116.43% being added to the cycle time.

Based on the technological and capacity-related cutting speed, the cycle time is calculated as a ttu value per unit.

The resulting ttu value plus an addition of 116.43% then amounts to the standard time and payment basis for the piecework contract for cutting. The standard time is weight adjusted to the current average weight for cutting, cf. clause 29 of the framework agreement, based on an average weight of 77.20 kg/pig, including tail, stab wound, trotters and ears.

Under clause 1 of the framework agreement, the enterprise may then make an adjustment relative to this standard time.

The recommended standard times prepared by the parties to the collective agreement will be updated in step with technological advances affecting the cutting facilities.

Otherwise, the provisions of the framework agreement apply.

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### **34. Technology agreement for deboning**

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In the coming years, it is expected that new technology will be introduced in the deboning departments, which will lead to the employees' opportunities for maintaining the desired earnings level being limited, cf. the provisions of the framework agreement.

In order to remedy this situation, the organisations undertake to conclude new technology agreements covering the deboning and cutting processes affected by such new technology as soon as the decision to introduce the technology has been made.

These technology agreements will be concluded according to the same principles as the technology agreements for the slaughtering lines and cutting, respectively.

Externally imposed reductions of the strain on the individual employees limit the daily working hours and render it necessary for the enterprise to assess the financial consequences and propose solutions reducing the impact on the individual employees.

The local parties may request that the organisations' consultants provide advice and counselling in connection with the preparation of piecework contracts after introduction of new deboning technology.

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### **35. Guidelines for all technology agreements**

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The parties to the collective agreement 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 to the collective agreement are aware that jobs may be lost. In this situation, the following terms apply:

- ♦ Collectively agreed terms in force between DA and FH.
- ♦ Clause 26 of the collective agreement on job security.

The parties to the collective agreement 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.

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### **36. Other provisions**

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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.

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### **37. Term of the framework agreement**

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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.

## Special provisions for meat meal factories and rendering plants

The employees employed at meal meat factories and rendering plants are covered by all the provisions of the collective agreement and the following special provisions:

### (1) Working hours

The enterprise may introduce six working days within one week, both for normal day work and for shift work; however, otherwise adapted to the provisions of the collective agreement.

### (2) Overtime

In connection with overtime on Saturdays after the end of normal working hours, the first meal break must not be taken before the time of the meal break on the other days of the week. The following amounts:

As of 24 February 2020	DKK 42.46
As of 1 March 2021	DKK 43.14
As of 28 February 2022	DKK 43.83

are always paid per meal break for such work, regardless of whether the meal break is taken or not.

### (3) Working meal breaks

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

As of 24 February 2020	DKK 42.46
As of 1 March 2021	DKK 43.14
As of 28 February 2022	DKK 43.83

For enterprises with processing factories, the same rates apply to working meal breaks.

### (4) Overtime provisions for drivers

For drivers collecting raw material for the enterprise, overtime of more than six hours may occur to the extent rendered necessary in the circumstances.

### (5) Removal of hides

	24-02-2020	01-03-2021	28-02-2022
For slaughtering of animals dead from accident or disease, 90 kg slaughter weight or more, additional payment:	DKK 4.11	DKK 4.18	DKK 4.25
For calves, pigs, sheep and goats, 30 kg slaughter weight and more:	DKK 2.04	DKK 2.07	DKK 2.11

For calves, pigs, sheep and goats, up to 30 kg slaughter weight:	DKK 1.24	DKK 1.26	1.28
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No additional payment is made if the animals' hides and skins were cut during the removal.

**(6) Rendering allowance**

All employees receive a rendering allowance of:

	24-02-2020	01-03-2021	28-02-2022
Rendering allowance	DKK 6.59	DKK 6.69	DKK 6.80

**(7) Workwear**

The enterprise will provide a work shirt, underwear for use in production, the required tools and oilskins.

In the unclean department, protective clothing (work trousers, aprons and rubber boots for personal use) are provided for use for work.

Boots for use for cleaning of sieve boxes, blood vats and heat containers are provided.

If the enterprise requires separate work wear, this must be provided by the enterprise.

The enterprise will be responsible for washing the work wear provided.

## Special provisions for the export cattle slaughterhouses:

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### 1. Exceptions to the provisions of the collective agreement

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The employees employed by members of the employers' association for export cattle slaughterhouses are covered by all provisions of the collective agreement with the following exceptions:

- Clause 20(6)(a) Slaughtering of animals (hide allowance, see clause 2(2)(d) below).
- Clause 23 Appointment and termination

and the following special provisions for the export cattle slaughterhouses apply:

#### re ch. 2. Overtime

##### **The following provisions apply to butchers doing piecework:**

For the activities mentioned in "Special provisions on piecework slaughtering", an allowance of 50% is paid in addition to the applicable piecework rates for all work before and after the working hours stipulated in clause 1. However, for loading within the hours of 8.00 pm and 6.00 am and for loading on Sundays and weekday holidays, an allowance of 100% is paid in addition to the applicable rates.

#### re ch. 3. Remuneration

##### **Special provisions for butchers doing piecework**

For butchers doing piecework, the provisions in the collective agreement on remuneration are replaced by the payment stipulated in "Special provisions on piecework slaughtering" for the activities mentioned below.

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## 2. Special provisions on cattle slaughtering

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### **(1) Slaughtering:**

All slaughtering is carried out as joint piecework.

In consultation with the shop steward and in consideration of the enterprise's interests, the enterprise will determine the number of employees on the slaughter shift. If the shop steward has not been chosen as one of them, the spokesperson for the slaughter shift must also participate in the negotiations. If agreement cannot be reached, the issue must be referred to the organisations for a decision.

When appointing slaughtering staff, the enterprise is obliged to appoint qualified employees or to ensure that the employees receive the required training prior to starting on the slaughter shift.

### **(2a) Payment basis**

The schedule of work activities and piece rates form the basis of payment at the enterprise under the current working conditions.

If, in connection with the activities mentioned in subclause (2b), the enterprise requires that work which cannot be categorised in accordance with subclause (2c) be performed, the issue of payment for such work may be agreed locally.

If the local negotiations produce no result, the work must be performed as directed by the enterprise. The issue must be referred to negotiation in accordance with the rules on industrial disputes, perhaps leading to an adjustment being made.

In case of changed working methods resulting from the use of more technically advanced equipment which makes the work easier and, thus, enables higher productivity, the employer is entitled to demand negotiations between the organisations on changing of the existing rates in the schedule of wages.

The union agrees that such negotiations must be started in close connection with the changes made and accepts that the rules on industrial procedure may be applied.

Any previous local agreements on piece rates for activities not included in the schedule may, to the extent necessary, be maintained as local agreements based on the existing agreements.

### **(2b) Working conditions**

For slaughtering of oxen and calves by the export butchers under a joint piecework contract.

The organisations agree that piecework comprises the activities below; however, some deviations may occur subject to local agreement, meaning that the activities may be exchanged for other work not included in the mandatory work below:

1. Collect and/or herd animals to the stunning pen and stun them by spinal anaesthesia
2. Cut off/remove halter/nose ring
3. Shackle, hoist and stick the animal with a normal knife or a hollow tube knife
4. Record ear number, cut number in bag, bag on animal
5. Slaughter head, loosen tongue, cut off and wash head
6. Hang head or put head in cart
7. Lower to scraping table/belt, remove stick chains, put stick chains on hook, stick chains to stunning pen
8. Slaughter legs, shear/cut off legs, slaughter sides, slaughter/cut off/hang up udder, cut off genital organs
9. Cut free, loosen, pull/push free oesophagus
10. Insert hooks/gambrels, hoist on sliding rack
11. Cut loose rectum, ligate rectum or attach bag to rectum
12. Slaughter, loosen, cut off tail
13. Slaughter back, remaining skin, throw skin and waste in cart or the like
14. Operate skin puller, cut off switch, attach and remove chains from skin and front legs
15. Cut loose midline above chest, open chest
16. Saw, cut, chop or chip up between the hip sockets
17. Remove abdominal organs, pull/cut off gall bladder, pull off spleen, suspend spleen
18. Remove thoracic organs, rinse and suspend organs

19. Cut through cervical ligament, separate the meat from the spine, halve, round sirloin
20. Cut out fat, cut off thin skirt
21. Trim neck and chest
22. Rinse carcass
23. Number carcass, head and waste

Butchers are obliged to perform quality work in accordance with the applicable rules.

**(2c) Piece rates for the term of the collective agreement:**

<b>Slaughtering:</b>	24-02-2020 DKK	01-03-2021 DKK	28-02-2022 DKK
Cattle/calves over 400 kg	81.00	82.30	83.58
Cattle/calves from 350 kg to 400 kg	76.59	77.82	79.03
Cattle/calves from 300 kg to 350 kg	73.12	74.30	75.46
Cattle/calves from 250 kg to 300 kg	63.89	64.92	65.93
Cattle/calves from 200 kg to 250 kg	58.25	59.19	60.11
Cattle/calves from 100 kg to 200 kg	54.89	55.77	56.64
Cattle/calves under 100 kg	30.88	31.38	31.86
Splitting of calves outside slaughtering line	6.77	6.88	6.99
Horses	83.53	84.87	86.20
Foals	59.66	60.62	61.57
Sucking calves	19.09	19.40	19.70
Sheep and rams	27.48	27.93	28.36
Lambs (until 1 September, after which time the price of sheep will apply)	19.09	19.40	19.70
Sick and injured animals	+10.0%	+10.0%	+10.0%
Polling by machine	1.22	1.24	1.26
Cutting of skull	1.22	1.24	1.26
Recording and cutting off of CKR numbers	1.60	1.62	1.65
Trimming of skin	0.49	0.50	0.51
Extra removal of fat w/wizard or normal knife.			
Calves/oxen:			
Remove fat from pelvic floor, inside of abdomen, inguinal fat pads, abdominal membranes and fat from the hip sockets to navel.	0.84	0.86	0.87
Cutting off of cod fat:	0.61	0.62	0.63
Cut off cod fat between the hip sockets, approx. 4 cm below the flank tap, from the flank and down to the navel, fatty membrane on abdomen.			

Collect and record blood samples, deliver to cold store.	0.61	0.62	0.63
Removal of net and shell	1.22	1.24	1.26
<b>Slaughtering:</b>	24-02-2020 DKK	01-03-2021 DKK	28-02-2022 DKK
Splitting of pistols and wings	4.79	4.86	4.94
Loading:			
Animals over 120 kg	6.60	6.70	6.81
Animal under 120 kg	4.23	4.30	4.36
Reloading of lorries:			
Animals over 120 kg	11.34	11.53	11.71
Animal under 120 kg	6.60	6.70	6.81

The following guidelines apply to sick and injured animals:

1. The local veterinary authorities must assess whether the animals are sick or injured.
2. The additional payment of 10% stipulated in the collective agreement is only made when it is necessary for the slaughter shift to do extra work when slaughtering sick and injured animals.

### **Rate fixing of other work**

With regard to rate fixing of work not mentioned in the special provisions for export cattle slaughterhouses, including cutting, taking down and loading etc.

Payment for work not mentioned in the special provisions for the export cattle slaughterhouses may be determined and agreed locally.

If the local negotiations produce no result, the work must be performed as directed by the enterprise and for the proposed payment.

The issue is referred to the organisations which will determine the payment based on work measurements/assessments, possibly leading to adjustments from the time when the work was started.

### **Wage indexation**

To the working hours paid according to the rate schedule,

As of 24 February 2020	DKK 61.90 per hour
As of 1 March 2021	DKK 62.90 per hour
As of 28 February 2022	DKK 63.88 per hour

### **Wage adjustment**

Employees paid according to agreed piecework contracts or bonus schemes, who are not covered by the time addition, cf. clause 20(2) of the collective agreement, or wage

indexation, cf. subclause (2c) of the special provisions, receive an hourly allowance of

As of 24 February 2020 DKK 20.90 per hour

As of 1 March 2021 DKK 21.23 per hour

As of 28 February 2022 DKK 21.56 per hour

### **(2d) Cut hides**

For cut hides, the enterprise is entitled to deduct 5,0% of the value of the hide, up to a maximum of DKK 5.00 per hide.

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## **3. Framework agreement on piecework (prepared according to a time study)**

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If piecework contracts based on time studies are used, and subject to local agreement between the parties to introduce piecework contracts based on time studies, the framework agreement regarding method development and piecework will apply.

Piecework contracts based on time studies may not be used for slaughtering.

However, if it is locally agreed that slaughtering must change to piecework contracts based on time studies, this may be established.

It is a condition that piecework contracts based on time studies for weekly-paid employees have been introduced beforehand, as far as technically viable, cf. clause 6(3) of the framework agreement.

The piecework base rate for slaughtering is determined by negotiation between the organisations and based on an enterprise analysis performed by consultants for both parties.

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## **4. Bonus scheme for hourly-paid employees**

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The organisations agree to recommend that a bonus scheme be introduced for the hourly-paid employees, cf. the provisions of the framework agreement.

The basis of these bonus agreements must be determined by workload assessments of the hourly-paid employees' work. The union must review the material before implementation of the bonus scheme.

If the local parties agree to transfer a bonus scheme from one enterprise to another, this is allowed.

The organisations agree that all hourly-paid employees will be included in the bonus scheme.

The bonus scheme must be set up in such a way that the operators covered by the scheme in the individual areas will receive an equal share of the bonus earnings.

The number of employees under the bonus scheme is agreed between the enterprise

and the spokesperson/shop steward for the hourly-paid employees.

Earnings must not be reduced as a result of bonus schemes.

A copy of the final agreement must be submitted to the organisations.

## Protocols

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### **Protocol on the EU Part-Time Work Directive (introduced in 1999)**

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The parties to the collective agreement agree that this collective agreement is not in contravention of Council Directive 97/81/EC of 15 December 1997 on part-time work.

The organisations hereby consider the Part-Time Work Directive as having been implemented in the collective agreement between the organisations (see clause 5).

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### **Protocol on no-strike commitment (introduced in 2001/2003)**

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In connection with the renewal of collective agreements in 2003, DI and NNF discussed the disproportionate number of wildcat work stoppages at the slaughterhouses and the processing factories in recent years. The organisations agree that the respect for the compliance with the collective agreement – the no-strike commitment – is an absolute condition for the preservation of the collective agreement system. The organisations agree that they have a special responsibility for ensuring that the no-strike commitment is honoured and will therefore launch the following initiatives:

The application of the rules on the industrial procedure will be tightened. In the event of a dispute at an enterprise on wage or working conditions, which dispute may not immediately be settled by local negotiations, the organisations undertake to meet, at the enterprise if possible, on the same day or the following day, at the latest, to attempt to solve the dispute. It is a condition for this accelerated procedure to be applied that normal production is maintained.

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### **Protocol on measures to reduce conflicts, cf. draft settlement of 26 March 2004 (introduced in 2004)**

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In order to avoid wildcat work stoppages and mitigate the consequences of any stoppage, the following applies to agreement areas where demands for measures to reduce conflicts have been made:

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 as "lost time". 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 agreements on overtime will not be affected.

Any disagreements on this provision must be settled in an industrial procedure in accordance with the provisions of the individual collective agreements.

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### **Protocol on compensation for technical stoppage for pig slaughtering with gut dressing line, pig cutting and cutting line (introduced in 2001/2003)**

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The local parties are obliged to conclude a local agreement compensating for technical stoppage on pig slaughtering lines with gut dressing line, pig cutting and cutting line in accordance with the guidelines below.

Based on a 13-week reference period, the average performance relative to the piecework quota for the entire department or piecework contract is found.

The result forms the basis of a local agreement for the department or piecework contract to compensate for minor technical stoppages.

The local agreement must not compensate for stoppage due to:

- Work stoppage in own or other departments
- Staff meetings in own or other departments
- Failure to appear for work within the working hours
- Reduced production time due to
  - pig deliveries
  - supplier failure
  - carrier failure
  - pig diseases
  - order mix/cancellation of orders
  - weather
  - force majeure

After the commencement of the local agreement, the performance relative to the piecework quota must be assessed per payroll period, and any failure to meet the piecework quota will be paid in the subsequent payroll period. The local agreement may supplement a maximum of x.xx hours per week.

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### **Protocol on fixed-wage agreements for assembly line, group and joint piecework (introduced in 2001/2003)**

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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 20 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.

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**Protocol on the inclusive labour market (introduced in 2001/2003)**

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In connection with the negotiations on the renewal of the collective agreements for the meat and processing industries between DI and NNF in 2003, the parties to the collective agreement discussed corporate social responsibility.

In principle, the parties to the collective agreement agree that the general social responsibility lies with society – meaning government and parliament. At the same time, the parties to the collective agreement agree that it is realistic and desirable for society's social actions to be translated into a close cooperation with the two sides of industry, as the citizens' actual connection to the labour market involves both social and psycho-social elements which are very important.

We, thus, believe that it is a mark of a healthy and well-functioning society that all people of working age have the possibility of taking on work activities adapted to their personal qualifications.

For this reason, it is vital that as many people as possible are included and retained in the labour market.

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.

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 the respective works councils or the like.

The parties to the collective agreement agree that the employment level of vulnerable groups in the labour market must be increased. This may be done by offering these groups special balanced employment terms.

Based on the general provisions of the collective agreement, it is therefore possible to have work performed on special terms.

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:

1. 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.

The parties to the collective agreement agree that the above-mentioned groups may be offered employment on special terms, including with regard to working time and wages.

Use of support schemes if employees are not able to fulfil the requirements for full normal employment for a short or long period of time is subject to the provisions of the collective agreement.

The parties to the collective agreement recommend that issues relating to the inclusive labour market are discussed by the works council and perhaps included as a part of the HR policies.

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

The parties to the collective agreement agree that it is important that job providers and the local social services department, work closer with the enterprises and their employees to ensure that the enterprise can employ unemployed persons, including those of other ethnic origin, and organise social activities/agreements, adapted to that particular enterprise and its company culture. In this connection, agreements may be made between the job centres, the local authorities and the enterprises.

The parties to the collective agreement 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 to the collective agreement 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.

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### **Protocol on code on agreements with foreign employees (introduced in 2007)**

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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 to the collective agreement 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.

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### **Protocol on equal treatment (introduced in 2007)**

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The parties to the collective agreement agree that the industrial procedure must as far as possible be used in the resolution of disputes concerning discrimination.

Also, the parties to the collective agreement agree that any matters of principle must be referred to the organisation committee between DI and NNF prior to launching an industrial procedure.

The parties to the collective agreement agree that cases concerning equal pay are to be resolved with the equal pay committee set up by the parties to the collective agreement.

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### **Organisation agreement on the framework agreement on "harassment and violence at work" (introduced in 2007)**

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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.

DI and NNF agree that during the term of the collective agreement a works committee will be established to agree on the measures to be taken. The committee may withdraw the agreement established on 23 March 2019 under TekSam.

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### **Protocol on the Meat and Food Industry Cooperation and Competence Development Fund (introduced in 2007)**

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#### **1. Objects**

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 to the collective agreement wish to create a dynamic basis for the use and administration of funds allocated by said 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 section 3. The rules governing such joint ownership will be laid down in regulations to be prepared by the parties to the collective agreement jointly before 1 October 2007. The parties to the collective agreement 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 section 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. section 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. section 2, para. 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 education and training funds themselves are entitled to manage and distribute the funds in section 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 section 3(b).
- (b) If one of the conditions in section (a) above is no longer fulfilled, section 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. 5(a), will determine the criteria for awarding grants. Grants may only be awarded in accordance with the provisions in 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. The Meat and Food Industry Cooperation and Competence Development Fund, new initiatives**

The parties to the collective agreement agree to incorporate the positive list for the Industry Competence Development Fund (IKUF) into the positive list for the Meat and Food Industry Competence Development Fund (SFKF).

The parties to the collective agreement have assessed and implemented that the Meat and Food Industry Competence Development Fund be included under IKUF.

The parties to the collective agreement agree that the board of the Meat and Food Industry Competence Development Fund is to prepare new revised guidelines as required.

## **7. Collective agreements**

In the event of disagreements between the provisions in the collective agreements and the organisation agreement, the latter applies.

## **8. Basic conditions for the scheme**

- (a) The statutes 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.

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## **Protocol on social dumping (introduced in 2010)**

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DA and FH agree to strive towards preventing social dumping.

With this agreement, DA and FH wish to support the framework laid down by the parties to the collective agreement with a view to taking coordinated measures to prevent social dumping.

It is recommended that member enterprises when issuing invitations to submit tenders/concluding agreements with foreign suppliers make it a condition that work is performed on Danish terms as stipulated by collective agreement by applying for membership of a Danish employers' association.

In addition, DA and FH agree to contribute actively to the work carried out by the parties to the collective agreement within the framework of the Danish model and in accordance with the legislation and EU regulation applicable from time to time.

The work must be based on the following principles which have been agreed between the parties to the collective agreement:

- Current legislation – both national and EU – must be observed
- It must be ensured that the rules in force are observed in practice
- Any form of circumvention of the collective agreements is unacceptable

The parties to the collective agreement agree that the action against social dumping may take several forms, including:

- Assessments of whether the control regimes are sufficiently effective
- Ongoing discussions between the parties to the collective agreement
- Joint information campaigns on the current and future rules, e.g. the rules on the registration of foreign service providers etc.
- Coordinated safeguarding of interests in relation to other players, including the expert monitoring group on the "East Agreement" set up by the Ministry of Employment
- Joint investigations and analyses
- Seminars and conferences

With regard to the assessment of whether the control regimes are sufficiently effective, FH and DA agree that the authorities must ensure effective control of legislation and conformity with the relevant rules, including the law on working environment and on aliens as well as the rules on secondments etc. In addition, it is agreed that the sanctions imposed for violations of the law must have a clear deterrent effect.

The work will be coordinated jointly by DA and FH in a dedicated coordination committee which will meet twice a year, unless otherwise agreed by the committee. The coordination committee is charged with the coordination and planning of the work. The committee is entitled to set up subcommittees, if required.

FH and DA agree that the existing dispute settlement system must be used, utilised effectively and developed further in order to prevent circumvention of the current

collective agreements.

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## **Protocol on local agreements (introduced in 2014)**

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The collective agreement provides for deviations and additions that may contribute to ensuring that amendments in working conditions will be implemented in accordance with the requirements of the local parties.

### **(1) Conclusion of local agreements**

Local agreements can be made between the local parties at the enterprise for employees covered by the collective agreement.

The organisations recommend for local agreements to be concluded in writing.

### **(2) The local parties**

Local parties only mean the shop steward elected at the enterprise – if a shop steward has been elected – and the management of the enterprise.

If the employees have not elected a shop steward, they can instead appoint a “spokesperson” who can represent the employees vis-à-vis the management. The employees can give the spokesperson authority to conclude local agreements either in concrete situations or in general.

### **(3) Disagreement about the conclusion of local agreement**

Disagreement about the conclusion of a local agreement cannot be transferred to industrial arbitration but can be discussed with the assistance of DI and NNF if requested by one of the local parties.

### **(4) Termination of local agreements**

Local agreements can be terminated by either local party with three months’ notice at the end of a month unless longer notice has been agreed/is agreed in connection with the termination.

The parties to the collective agreement recommend the terminating party to submit a written statement of the grounds for the termination, including if termination is made with a view to renegotiating/adjusting the local agreement or with a view to its discontinuation.

It may be appropriate for the local parties to include the parties to the collective agreement when a local agreement has been terminated. Either local party can therefore request that a meeting is to be held at the enterprise – with the assistance of the parties to the collective agreement – before the terminated local agreement expires.

This also applies to termination of practices.

### **(5) Discontinuation of the local agreement**

When the local agreement discontinues in accordance with termination, and a new agreement about the matter is not concluded, the general provisions of the collective agreement apply.

## **(6) Information for the employees**

At the conclusion or termination of local agreements, the enterprise must inform the affected employees hereof if the working conditions are changed substantially in connection with the conclusion/termination.

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### **Protocol on alternative payment, management and/or working time systems (introduced in 1995)**

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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.

A local agreement on an alternative payment and/or management system and alternative working time systems may be terminated by giving three months' notice.

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### **Protocol on support for Danish language lessons for adult foreigners (introduced in 2014)**

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It has been agreed that the Industry Competence Development Fund (IKUF) may grant support for Danish language lessons for adult foreigners on similar terms as support for other activities. Danish language lessons for adult foreigners in accordance

with the Act on Danish for Adult Foreigners (Consolidated Act 1010/2010) will be placed on the positive list.

As long as the employee is covered by free access to Danish language lessons from the municipality, IKUF will only grant support for a potential loss of wages.

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**Protocol on implementation of Directive 2008/104/EC of the European Parliament and of the Council of 19 November 2008 about temporary agency work (introduced in 2012)**

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The parties to the collective agreement will make the implementation of the above-mentioned a subject of discussion.

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**Protocol on temporary employees and employment services companies (introduced in 2014)**

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At the request of the shop stewards at the user company or the union, the enterprise must inform which employment services companies are performing tasks at the enterprise within the industrial scope of the collective agreement. This information must include the name and address informed by the employment services companies to the enterprise.

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**Protocol on clarification of use of temporary agency work (introduced in 2017)**

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With a view to a quick clarification of whether in a specific case it is temporary agency work, the shop steward at a client company may request to receive information from the client company about external enterprises performing work for the client company that would otherwise be natural for the employees of the client company to perform.

The request must be made in connection with one or several external enterprises' work for the client company.

If, after local information exchange and discussion, there is still disagreement about whether it is temporary agency work, the union can request a clarifying meeting with the employers' association. Minutes of meetings of the local discussions are submitted together with the request for the meeting.

The union can also request a clarifying meeting with the employers' association in those cases where it has not been possible to conduct a local discussion of an external enterprise's work for the client company because a shop steward has not been elected at the client company.

Unless otherwise agreed between the parties, a clarifying meeting must be held as soon as possible and no later than seven working days after receipt of the request at the client company.

At the meeting, the following must be informed as a minimum:

- The name and central business (CVR) number (P number) or registration of foreign service provider (RUT) number of the external enterprise;
- The name of the client company's contact person at the external enterprise;
- A description of the external enterprise's tasks for the client company and the expected time schedule for their completion;
- A description of the powers of control and the powers of direction towards the employees of the external enterprise.

The information may be presented verbally at the clarifying meeting. Minutes of the meetings will be taken.

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### **Protocol on transfer of seniority from employment services company to user company (introduced in 2017)**

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As long as a temporary employee is employed at an employment services company, the temporary employee will only earn seniority in the employment services company and not in the user company.

If the temporary employee has worked temporarily at the user company for at least three months without interruption, the seniority from the employment services company will be transferred to the user company when requested by the temporary employee in the following cases:

- The temporary agency work for the user company ceases due to shortage of work at the user company and within 10 working days after expiry, the temporary employee is permanently employed at the user company; or
- The temporary employee is employed at the user company in direct continuation of the temporary agency work. Only seniority from the last employment at the user company will be transferred.

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### **Protocol on use of subcontractors (introduced in 2017)**

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At the request of its shop steward or the union, the enterprise must inform which subcontractors are performing tasks for the enterprise within the industrial scope of the collective agreement. This information must include the name and address of the enterprise as informed by the subcontractor to the enterprise as well as its central business (CVR) number (P number) or registration of foreign service provider (RUT) number and the name of the enterprise's contract person at the external enterprise. No information supplied about the subcontractor must be disclosed or be subject to any kind of publication.

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### **Protocol on a labour market in balance (introduced in 2017)**

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FH and DA will contribute to ensuring that the Danish model interacts with globalisation and technological developments. The aim is to ensure a flexible labour market in balance where the system of collective agreements, the labour market policy and the development of employee competences contribute to guaranteeing growth, high employment and job satisfaction.

The Danish Flexicurity model is a good basis for future development.

The system of collective agreements provides the flexibility and stability that provide the basis for enterprises as well as employees to reap the benefits of globalisation and new technology.

The continued development of employee competences and qualifications – so that they reflect the requirements of the labour market – is an important condition for a continuously high employment and for increase of productivity.

As part of the preparations for the Government's initiative about the future labour market, DA and FH will work dedicated and constructively towards delivering a joint input to this.

In addition, DA and FH agree to carry on the work implemented by the organisations about foreign employees, cf. the draft settlement of 26 March 2010.

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### **See protocol on electronic documents (introduced in 2014)**

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The parties agree that the collective agreements should contain the possibility of the enterprises being able, as full satisfaction, to submit holiday cards and pay slips and any other documents that are to be exchanged during or after the continuous employment via the available electronic mail solutions, e.g. e-Boks or via email.

If the enterprises wish to make use of this option, the employees must be given notice thereof three months before unless otherwise agreed. After the expiry of the notice, employees who are exempt from receiving digital mail from public authorities cannot make use of such electronic solutions.

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### **Protocol on data protection (introduced in 2020)**

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DI and NNF agree that provisions in collective agreements and the associated case handling must be interpreted and processed in accordance with the Data Protection Regulation (EU 2016/679) which came into effect in Denmark on 25 May 2018.

DI and NNF agree that at the implementation of the Data Protection Regulation it must be ensured that the present practice for gathering, storage, handling and supply of personal data in accordance with employment and labour obligations can continue.

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**Protocol on escalation at application for membership of a DA employers' association (introduced in 2017, text revised in 2020)**

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**Free-choice scheme**

1. Newly admitted members of the Meat Factory and Slaughterhouse Collective Agreement (DIO I) who, prior to starting their membership, have not established a free-choice scheme or similar, or who have a special savings or similar scheme with a lower contribution, may enter into the agreement's free-choice scheme in accordance with the rules below. Enterprises who have a free-choice scheme or similar scheme with the same contribution as clause 48(2) prior to starting their membership are not included in the following sections 2-4.
2. The enterprises may deduct from the wage, cf. clause 20(1), the contribution applicable to the free-choice scheme at the time of starting membership, cf. clause 48(2), exclusive of 6.2 percentage points
3. From the time of starting membership, enterprises are obliged to pay a contribution to the free-choice scheme under clause 48(2), exclusive of 6.2 percentage points, as well as contributions under the escalation scheme below. If the enterprise does not wish to have escalation, the full contribution is paid in accordance with clause 48(2).
4. With regards to the 6.2 percentage points, newly admitted members of the Meat Factory and Slaughterhouse Collective Agreement (DIO I) require escalation as follows:

From the time of the Meat Factory and Slaughterhouse Collective Agreement's notice to NNF on the enterprise's entry in the Meat Factory and Slaughterhouse Collective Agreement (DIO I), the enterprise must pay 1.6 %.

At the latest 1 year hereafter, the payment must constitute 3.2 %.

At the latest 2 years hereafter, the payment must constitute 4.8 %.

At the latest 3 years hereafter, the payment must constitute 6.2 %.

5. Any free-choice scheme or similar scheme that existed at the time of starting membership will cease and be replaced with the collective agreement's free-choice scheme.

Enterprises that otherwise meet the aforementioned criteria are entitled to deduct the cost increases for the free-choice scheme which at the time of starting membership exceeds 6.2 % of the employees' wage. The deduction from the employees' wage is reimbursed with an equivalent payment to the employee's free-choice scheme. Therefore, the employee does not experience any wage decrease.

The enterprise can also escalate the 6.2 % of the employee's wage, which, at present must be paid to the free-choice scheme. Escalation occurs over three years.

From the time of DIO I's notice to NNF on the enterprise's entry into DIO I, at the latest, the employer contribution and the employee contribution, respectively, must make up at least 25% of the contributions to be paid under the collective agreement.

After one year, at the latest, the contributions must make up at least 50% of the contributions to be paid under the collective agreement.

After two years, at the latest, the contributions must make up at least 75% of the contributions to be paid under the collective agreement.

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

Escalating contributions for pension and/or free-choice schemes must be recorded by DIO I and NNF at the request of DIO I within two months of starting membership, for instance in connection with adjustment negotiations.

Newly admitted members of DIO I may request that the contribution to the Meat and Food Industry Cooperation and Competence Development Fund be annulled in the first year of membership of DIO I. After this, contributions are paid as normal.

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### **Protocol on competence development support in relation to work distribution (introduced in 2020)**

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The parties ascertain that enterprises perceive the rules on arranged education and training support in relation to work distribution to be complicated. The current rules also require some administrative resources in the IKUF secretariat.

Upon terms of the Industrial Agreement, DI and the Central Organisation of Industrial Employees in Denmark (CO-Industri), will initiate a works committee after approval of the collective agreement result 2020. The aim of the works committee is to find a simpler way to support arranged education and training when the enterprise is facing a labour shortage. The works committee has an end of June 2020 deadline in order for new rules for support for arranged education and training to take effect in the event of a labour shortage, as per 1.10.2020.

If the committee work between DI and the Central Organisation of Industrial Employees in Denmark (CO-Industri) produces a result, DI and NNF will make use of this result, so that the IKUF Secretariat can also carry out the daily administrative tasks in relation to the Meat Factory and Slaughterhouse Collective Agreement in the future.

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### **Protocol on committee work on hire of labour (introduced 2020)**

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The parties agree that during the term of the collective agreement, the results of the discussions between DI and the Central Organisation of Industrial Employees in Denmark (CO-Industri) on labour hire will be monitored and discussed regarding their relevance for implementation in the Meat Factory and Slaughterhouse Collective Agreement.

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## **Protocol on company pension scheme costs (introduced in 2020)**

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The parties to the collective agreement, who have a common interest in keeping the costs of company pension schemes at an appropriately low level, continuously monitor the cost level of company pension schemes in the areas covered by the collective agreement.

Once a year (customarily in May), a meeting is held between NNF and DI to discuss such costs, at which the parties exchange information.

The parties to the collective agreement have developed a model for a shared database that provides said parties with a basis on which to assess whether the costs of specific schemes deviate significantly from the general cost level of the company pension scheme provider.

If it is found at the meeting that one or more schemes give rise to the presumption that the costs in the scheme will deviate significantly from the ordinary cost level of the company pension scheme provider, DI will contact the enterprise and/or pension provider in order to submit comments within a month of the meeting, which the parties to the collective agreement will subsequently consider.

If the parties subsequently agree that the cost level is significantly above the acceptable cost level of that of company pension scheme providers, the enterprise will be given a deadline of one month to notify whether:

- The costs before the end of six full months will be reduced to a lower, appropriate level as agreed by the enterprise, and documentation thereof will be forwarded to the parties prior to said notice, or
- The scheme has been terminated with the relevant release notification (documentation attached), so that the payment will then be made to the collective agreement pension scheme or another company pension scheme, cf. the rules for changing pension provider.

If an enterprise notwithstanding the above does not contribute to elucidation of the case or does not undertake one of the aforementioned measures, the parties divest the enterprise, at three full months' notice, of the option to use a company pension scheme for employees covered by the collective agreement for a period of three years.

If no agreement is reached at the meeting on whether the cost level in a specific company pension scheme is or has been reduced to an acceptable level, the issue will be dealt with according to the collective agreement rules on industrial procedure.

The organisation agreement is a special test scheme that runs during the term of the current collective agreement. If so agreed by the end, the scheme may continue with any possible amendments agreed upon. Otherwise the organisation agreement will be discarded.

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## **Protocol on climate change mitigation (introduced in 2020)**

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Enterprises are facing drastic changes with regards to climate change mitigation. The decision regarding new and ambitious climate targets will preserve the need for Danish enterprises to use new technologies, and develop and streamline production.

We are already recognised in Denmark for our experience and global leadership role in green technology and climate change mitigation. DI and NNF agree that climate change mitigation holds potential for the continued strengthening of opportunities for enterprises in a global market.

In order for enterprises in Denmark to be fully equipped to take advantage of opportunities presented by climate change mitigation, it is critical to further develop the adaptability and innovation capacity of enterprises, including, inter alia, competence and the ongoing upgrading of skills.

DI and NNF agree that such goals can be supported through systematic cooperation between employees and management at all levels of the enterprise, which includes key elements in a forward-looking enterprise policy. This applies to cooperation with a view to reducing our own environmental and climate impact, and what enterprises can do to influence such impact throughout the value chain and beyond, via their products and services.

DI and NNF by extension, agree climate change mitigation to be a central theme for TekSam in the coming term of collective agreement. This will continue and expand upon TekSam's focus in recent years on technological changes such as Industry 4.0 with automation, and the implications this has for new competencies, inter alia.

It is critical for enterprises to have the best and broadest possible basis for cooperation with regards to climate change mitigation within enterprises, and the issue should henceforth be a natural recurring theme for the works councils. The TekSam committee will therefore pay special attention to climate change mitigation, including how employees and managers should prepare for cooperation on sustainability within enterprises.

The TekSam committee and the cooperation consultancy service will therefore, during the period in connection with the enterprise-oriented activities, work to strengthen the systematic cooperation between employees and management on climate change mitigation within enterprises. This will include TekSam annual events, consultancy help for works councils, and newsletters.

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## **Protocol on pension provision for employees with minimal working hours (introduced in 2020)**

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The parties to the collective agreement have discussed situations in which employees with minimal working hours may find that a relatively large proportion of the pension contribution goes towards finance costs and insurance premiums, while an unreasonably small proportion goes towards pension savings.

The parties prioritise finding suitable solutions to this problem and will continue to carry

out work on the Industriens Pension board with a view to making a swift decision on the implementation of any changes.

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### **Protocol on assessing the development of alternative work forms (introduced 2020)**

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The parties have discussed in several contexts the prevalence of work forms differing from that of normal full-time work.

It is therefore agreed that for the term of the collective agreement a joint works committee will be initiated aimed at assessing the development of such work forms. If deemed necessary, parties may involve external partners in the assessment.

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### **Protocol on on-call duty (introduced in 2020)**

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The local parties may enter into a written local agreement that when employees are called to work during on-call duty, the daily 11-hour rest period (for work not covered by the annex to Executive Order No. 324 of 23 May 2002 on rest periods and rest days), may be deferred so that it is offered immediately after the end of the last working period, and that the rest period can be within on-call duty hours. If the 11-hour rest period thereby extends to the following day, the employee must also have the usual 11-hour rest period within that day. This rest period may be similarly deferred.

If the deferred rest period prevents the employee from performing normal scheduled daily working hours, the hours not worked are paid as per cases of sickness.

Where the Executive Order, clause 8(1) applies, the daily rest period may be eight hours.

Deferral of the rest period can be for a maximum of 10 days in each calendar month and a maximum of 45 days per calendar year.

At enterprises where no shop steward has been elected, notification of the agreement's outcome is made to the organisations.

Agreements under this provision may be dismissed as in the case of other local agreements.

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### **Protocol on industry and process operator, etc. (introduced in 2020)**

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The parties to the collective agreement have a common desire to work to develop career paths within the industry. In connection to this, the parties wish to support the education and training preferences of the employees and the needs of the enterprise, including with respect to industry and process operator. This creates better opportunities for the individual employee to optimise production alongside carrying out production work as well as perform any minor technical and maintenance tasks.

The parties to the collective agreement agree that enterprise and employee can arrange a personal allowance which supports this development. The personal allowance can be terminated upon the employee's notice.

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### **Protocol on committee work on establishing negotiation rules/rules for the handling of industrial disputes (introduced in 2020)**

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To ensure a swift and effective resolution of disputes in relation to the collective agreement, as well as discrimination, disability, age, harassment and equal pay, the parties agree that such matters are best resolved through industrial procedure.

A working group is therefore set up to prepare guidelines for establishing negotiation rules/rules for handling industrial disputes, as well as matters on discrimination, disability, age, harassment and equal pay.

The working group must have completed its work by 31.12.2022 at the latest and the committee's recommendations should be implemented in the collective agreement as soon as possible thereafter, however by 1 March 2023 at the latest.

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### **Protocol on arranged education and training (introduced in 2020)**

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The parties to the collective agreement agree to permanently consolidate the current collective agreement's protocol on arranged education and training.

The parties further agree to recommend that the board for the Meat and Food Industry Cooperation and Competence Fund, at the next regular meeting after the renewal of the collective agreement, discuss the level of funding allocated to arranged education and training across the Meat Factory and Slaughterhouse Collective Agreement and The Food Industry Agreement in view of search pattern development during past collective agreement terms and the funds available.

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### **Protocol on interpretation of the renewed agreement**

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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 to the collective agreement 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.

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### **Protocol on commencement dates**

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

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### **Negotiation rules**

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For the settlement of industrial disputes, the code of practice most recently adopted by the main organisations applies. Both parties recognise the Main Agreement of 1973, as amended.

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### **Term of the collective agreement**

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This collective agreement runs from 1 March 2020 and until such time as it is terminated by one of the signatory organisations for expiry on 1 March; however, not before 1 March 2023, in accordance with the provisions applicable from time to time.

The main organisations agree that any disagreements on the interpretation of the draft settlement must be settled by the Agreement Board of 1939.

If the collective agreement is not terminated as stated above, it is regarded as having been renewed for one year at a time and so on.

Copenhagen March 2020

For the Confederation of Danish Industry (DI): For the Danish Food and Allied Workers' Union (NNF):

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Jim Jensen  
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