The Wood and Furniture Agreement

2023 –2025

Collective Agreement
between
DIO 1 for
The Association of Danish Wood and Furniture Industries
and
3F -United Federation of Danish Workers

Content

Preface

The Parties agree that the Agreement is an Area Agreement.

As long as this Agreement remains in force, no signatory organisation or its members, either individually or jointly, shall attempt by any means, openly or covertly, to oppose its provisions or to force any change therein.

The Parties agree that, where legislation may in future interfere with the provisions of the Parties and the rights arising therefrom, the Parties are obliged to contribute positively to the restoration of the original contractual relationship to the extent technically and legally possible.

A decision not given under the auspices of the Parties shall not have the value of a precedent.

The organisations agree that respect for compliance with the Agreement – the obligation to peace – is a fundamental prerequisite for the preservation of the collective agreement system.

This is a translation of Træ- og Møbeloverenskomsten. In case of discrepancies between the Danish and English version, the Danish version shall prevail.

Please note, that the forms have not been translated. With regards to employment contracts, please refer to the websites of the organisations for English versions.

Chapter A. Working time

Clause 1 Normal working time

Subclause 1. Working time

The working time shall be determined per week, month or year based on an average working time of 37 hours per week for ordinary daywork, dayshifts and for work during staggered hours.

Variable working time shall be determined according to clause 2.

The normal working time shall be between 06:00 and 18:00.

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

If, in connection with the proportional reduction arising from bank holidays, extra days off and collectively agreed days off, missing or excess hours are due as a result of the working hours on that day being shorter or longer than 1/5 of the average weekly working hours, these must be scheduled for other working days.

In this connection, the partners to the collective agreement recommend that a written local agreement be made on how proportionate reductions arising from bank holidays, extra days off and collectively agreed days off shall be handled in practice, including that missing or excess hours must be handled in an hour bank.

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

The day is reckoned from the beginning of normal working hours in the individual enterprise to the same time the next day or from 06:00 to 06:00 unless otherwise agreed.

The employees shall be consulted when it is determined how daily and weekly working hours as well as meal and rest breaks are to be distributed. In case of differences of opinion among the employees, a vote must be taken as soon as possible among all employees affected by the working time in question. 3F members are obliged to comply with the preferences of the majority of votes.

Each of the parties may require breaks of up to a total of 45 minutes on normal working days. None of these breaks may be less than 15 minutes in length. If an employee is required to work during a meal break, and the break is postponed for more than ½ hour, the following allowance must be paid:

As per March 1, 2023: DKK 29.00

As per March 1, 2024: DKK 30.00

If the employer is unable to comply with the employees' wishes, the employer shall fix the working time, considering the interests of the enterprise, and may implement this at fourteen days' notice.

Within the notice period, the employee is entitled to present a complaint under the rules for handling industrial disagreements due to disregard of the interests of the employees, which is not found to be sufficiently justified by the interests of the enterprise.

Subclause 2. EU directives

The parties are covered by an organisational agreement to implement the EU working time directive, the protocol on exemption from rest period and daytime vacancy, the EU directive on the protection of children and young people and the EU directive on part-time work. These documents are reprinted as enclosures 2, 3, 4 and 12, respectively.

Clause 2. Variable weekly working time and flexitime

Subclause 1. Variable working time per week

a) Provided that local agreement can be reached, the working time of all employees or groups of employees may be fixed as variable working hours per week as long as the weekly working time is thirty-seven hours on average over a twelve-month period.

b) The local parties shall determine the terms of the variable weekly working hours. Any disagreement may be dealt with according to the rules for handling industrial disagreements.

c) Any agreements on the scheduling of working hours shall be made with individual employees or groups of employees, cf. item b).

d) Any hours in excess of 37 per week may be taken as full days off subject to agreement with the individual employee. It may be agreed to accumulate pay to be used in connection with the hours off concerned. At the end of a period it may be agreed that an employee should take off any excess hours or work extra hours within a maximum period of 6 months.

e) At new appointments during a period with a number of working hours lower than the average, wage levelling may be established for a period of time.

f) Overtime or staggered hours in connection with the variable daily working hours shall be paid in accordance with clauses 3 and 12 of this agreement.

g) Agreements pursuant to this provision may be terminated by giving 2 months' notice to expire at the end of a period as set out in clause 28.

h) Excess or missing working hours must be cleared before resignation.

Subclause 2. Flexitime

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

Flexitime shall be scheduled in the period between 06:00 and 18:00. However, flexitime may also be established for shiftwork.

Normally, daily working time should not be less than 6 hours in enterprises with a 5-day working week.

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

Clause 3. Staggered working time

Subclause 1. Use of staggered working hours

Working on staggered hours is one of several ways in which extended operating hours can be organised, based on clause 1.

When working staggered hours, working hours can be placed around the clock.

Subclause 2. Prerequisites for staggered working hours

In the case of staggered working hours, the normal working hours determined in the individual week, cf. clause 1, are scheduled wholly or partially within the period 18.00 – 06.00.

If working hours are only shifted within the period 06.00 – 18.00, please refer to clause 1(1) regarding notification of normal working hours. Staggered working hours cannot be established unilaterally under clause 3 for a particular work hitherto performed in accordance with the rules on shiftwork in clause 7.

Subclause 3. Scheduling of staggered working hours

Employees have fixed daily working hours and can work in teams or individually with staggered working hours.

The enterprise's operating hours are independent of the individual employee's contractual working hours.

Subclause 4. Normal working hours for staggered hours

The normal working time for staggered hours is, regardless of the time of day worked, 37 hours per week.

Subclause 5. Establishment and transition to staggered working hours

Staggered working hours can be established for the entire enterprise, individual departments, or individual production areas. A team can consist of one or more employees.

When establishing work on staggered working hours, employees must be given at least 5 x 24 hours' notice (all calendar days are included).

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

The notice shall not be given to newly recruited employees who are accepted to work on staggered working hours.

If notice has not been given, payment is made until the expiry of the notice with the usual overtime allowance, in accordance with the rules laid down in clause 12 of the collective agreement, for the time outside the enterprise's normal working hours. If this does not exist for everyone, the normal working hours of the individual employee or department are used. It is merely a payment rule for staggered working time within the meaning of subclause 4, since the amendment does not result in additional working time.

Subclause 6. Additional payment for staggered working hours

Work on staggered hours is paid with the following:

	Mar. 1, 2023	Mar. 1, 2024

Allowance 1 per hour	DKK. 37,30	DKK 38,60
Allowance 2 per hour	DKK. 42,60	DKK 44,05
Allowance 3 per hour	DKK 55,30	DKK 57,20

Weekdays from 6:00 PM to 10:00 PM: Allowance 1.

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

If the staggered working hours begin at 24.00 or thereafter, payment is made until 06.00: Allowance 3.

Overtime work
In the case of overtime at the times when a supplement is granted for staggered working hours (Allowance 1, 2 or 3, cf. above), in addition to the overtime allowance cf. clause 12, the allowance corresponding to the time for staggered working hours is paid, if the overtime is required to be carried out in connection with the staggered working hours.

Subclause 7. Change of fixed working hours in the event of staggered working hours

An employee has the right to work at least one consecutive week according to the rules on staggered working hours. If the enterprise interrupts work in a staggered manner before the end of the continuous week, work performed is paid with supplements corresponding to the usual overtime allowance, cf. clause 12, for the time outside the enterprise's normal working hours.

Changes in working hours to other staggered working hours must be made with 5 x 24 hours' notice. Transfer to normal working hours, cf. clause 1, may take place without notice.

As of 1 March 2024, subsection 8 below shall apply

Subsection 8. Preventive measures for night work

The parties to the collective agreement agree that the organisation of night work follows the recommendations of the National Research Centre for the Working Environment (NRCWE), including the special recommendations for pregnant women. In Appendix 2 of the Wood and Furniture Agreement – Organisational Agreement on the Implementation of the EU Working Time Directive, the parties to the collective agreement have agreed according to which principles night work should be planned in order to follow the recommendations and what measures should be taken if the recommendations are not followed.

The Appendix also contains rules stipulating that night workers must be offered an enterprise-paid health check before they take up employment as night workers, and that employees classified as night workers in accordance with item 2.4 of the same Appendix must be offered health surveillance within regular periods.

Clause 4. Weekend work

Subclause 1. Local agreement

In the case of need to extend weekly working time, such extension can be established by local agreement on weekend work.

Subclause 2. Other employment

Weekend workers may not have any other paid employment. Supplementary unemployment benefits cannot be received.

Subclause 3. Work plan

Weekend work is organised in a pre-arranged work plan with one or more teams. The work plan must state which days are work-free.

Weekly working time is 24 hours, usually scheduled on Saturdays and Sundays at 12 hours each day.

Overtime on weekdays can exceptionally be performed subject to local agreement.

Subclause 4. Days off and holidays

Weekend work is interrupted during holidays, which at full employment amount to 5 weeks of 24 hours. Relative freedom from work, corresponding to the number of work-free days, bank holidays and days off according to the Collective Agreement in the relevant holiday year, may be agreed upon in the work plan. If this is not done, such days can be scheduled according to the same rules that apply to remaining holidays.

Calculation is proportional, so 24 hours of weekend work corresponds to the normal weekly working time of 37 hours. A work-free weekend day of 12 hours therefore corresponds to 2½ work-free days, bank holidays or days off according to the Collective Agreement.

The above-mentioned days off are paid with the individual employee's average hourly earnings for the number of hours that should have been worked on those days. For bank holidays and work-free days according to the Collective Agreement, the amount is deducted from the employee's Free Choice Account.

Subclause 5. Payment

Payment for weekend work corresponds to what has been agreed for these particular areas of work in the enterprise. Payment is for 24 hours/week and includes allowance, cf. clause 12 of the Collective Agreement. If work commences before Saturday at 06:00, payments shall not be reduced accordingly.

ATP contributions are calculated as full contributions.

Subclause 6. Payment in case of illness

If a weekend worker is ill during a working weekend, a 37-hour sick pay maximum shall be paid, cf. clause 19 (1). In the event of shorter sick leave, payment shall be proportionate.

Subclause 7. Cessation of weekend work

A weekend worker can only be employed for full weeks. This means that weekend work can be terminated only at the same time as the weekend work was commenced.

Subclause 8. Transfer to shiftwork or daywork

In case of shortage of staff or orders, capacity adjustment problems or suchlike, staff may be transferred to normal shiftwork or day shift.

Subclause 9. Collective Agreement

When nothing else is stated, the provisions of the Collective Agreement apply.

Subclause 10. Trade union

The organisations agree that it is natural that weekend workers are members of the same trade union as the other employees in the enterprise.

With effect as of March 2024, the following applies:

Subclause 11. Preventive measures for night work

The parties to the collective agreement agree that the organisation of night work follows the recommendations of the National Research Centre for the Working Environment (NRCWE), including the special recommendations for pregnant women. In Appendix 2 of the Wood and Furniture Agreement – Organisational Agreement on the Implementation of the EU Working Time Directive, the parties to the collective agreement have agreed according to which principles night work should be planned in order to follow the recommendations and what measures should be taken if the recommendations are not followed.

The Appendix also contains rules stipulating that night workers must be offered an enterprise-paid health check before they take up employment as night workers, and that employees classified as night workers in accordance with point 2.4 of the same Annex must be offered health surveillance within regular periods.

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

Clause 5. Temporary reduction of working time (Allocation of work)

Subclause 1. Organisation of the allocation of work

When necessary, because of shortage of work, the employer may temporarily reduce working time upon consent of the employees. However, this must be notified 14 days in advance and can only be given for 13 weeks within 12 consecutive months and must be approved by the organisations. In exceptional cases, the organisations may dispense.

Overtime within the last 13 weeks must be taken as compensatory time off before an employee can initiate temporarily reduced working hours.

The reduced working hours must be organised in such a way that the employee works at least 2 days per week on average - preferably with whole weeks of work and whole weeks of unemployment.

Subclause 2. Period

In connection with a work allocation scheme, any period may not be longer than one week (5 working days in enterprises with daytime work, and up to 7 working days in enterprises with shifts).

Subclause 3. Hiring/dismissal

During reduced working time, additional labour must not be hired, except for those employees - or replacement for these - who have resigned during the reduced working time.

During the reduced working time, the employee's obligation to give notice of termination ceases.

Dismissal based on the employee's own circumstances may take place during work allocation.

Dismissal of employees in other departments that are not affected by the allocation of work may take place in accordance with applicable rules.

At dismissal of employees covered by the work allocation, only working days are included by the term of notice.

Subclause 4. Changes/termination

Work allocation schemes can only be changed or terminated at a minimum of 1 week's notice.

Subclause 5. Urgent orders

If, however, unexpected urgent orders necessitate a switch to full working time, this may be done at 2 working days' notice.

Subclause 6. Overtime

The individual employee's normal working time is determined by the applicable working time according to the relevant scheme. If an employee is required to work beyond the scheme's working time, this is considered overtime and is paid as such.

Subclause 7. Delimitation

Reduced weekly working hours (work allocation) can be introduced for reasonable operational reasons for one or more departments of an enterprise without necessarily affecting working hours, etc. in other departments of the same enterprise.

Subclause 8. Duty to perform overtime

Work allocation schemes in one or more divisions of an enterprise do not preclude the necessity and obligation to perform overtime in other departments, if applicable.

Subclause 9. Training

Before a work allocation scheme is commenced, the local parties shall discuss the possibility of using the situation for continuing vocational education.

The employee is removed from the work allocation scheme when he/she is to attend a course scheduled prior to the work allocation.

By participating in courses scheduled during the work allocation, an employee may similarly be removed from the work allocation scheme.

Clause 6. Working part-time

Regardless of the provisions of normal weekly and daily working time, employees may be employed for part-time work under the following conditions:

Subclause 1. Fixing working hours

Working hours are fixed on a weekly, monthly or yearly basis, based on an agreed average working time of less than 37 hours per week for regular daytime work, staggered working hours and working hours on shifts (34 hours/week at evening and night shiftwork). In addition, the provision of clause 1 applies.

Subclause 2. Changes to working time

Changes to the working time (length and scheduling) can only be made at 4 calendar weeks' notice.

Subclause 3. Scheduling of working time

Part-time work may not normally be scheduled on Saturdays and Sundays. Part-time workers may, however, participate in shiftwork and staggered hours.

The rules of clause 2 (1) and (2), clause 3 and clause 7 apply at the scheduling of variable weekly working hours, flexitime, staggered working hours and shiftwork.

Subclause 4. Minimum working hours

The number of weekly working hours for part-time employees must be at least 8. For persons whose part-time work is subordinated to their main activity, such as early retirement, there is no lower limit for the average weekly working time.

Subclause 5. Dismissal

Enterprises cannot dismiss full-time employees and appoint part-time employees instead of these. It is also considered wrongful to dismiss an employee because he/she has refused to work part-time or has requested to work part-time.

Subclause 6. Remuneration

Part-time employees are paid in accordance with the normal provisions of the current Collective Agreement. This means that that the employees in question are not granted any kind of wage compensation because their working time is shorter than normal.

Subclause 7. Overtime

Work in excess of the number of hours agreed by the parties is remunerated with overtime payment as stipulated in the Collective Agreement.

Subclause 8. Notice provisions

The terms of notice referred to in clause 39 also apply to part-time workers.

Subclause 9. Trade union

The organisations agree that it is natural that part-time workers are members of the same trade union as the other employees in the enterprise.

Clause 7 Shiftwork

Subclause 1. Use of shiftwork

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

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

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

Subclause 2. Requirements for shiftwork

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

2.2
Work schedules can be prepared on the following bases:

1) Work schedules are based on locally agreed principles.

2) Work schedules are prepared by local agreement.

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

2.3
An employee whose working time is fixed in a work schedule with fixed weeks, a rota system or according to a shift plan, cf. 3.6, is considered a shiftworker.

Subclause 3. Scheduling working hours for shiftwork

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

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

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

3.4
The enterprise's operating time is independent of the collectively agreed working time of the individual shiftworker.

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

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

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

Subclause 4. Normal working time at shiftwork

4.1

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

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

1. 37 hours for shiftworkers working the 1st shift,

2. 34 hours for shiftworkers working 2nd or 3rd shift.

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

If, in connection with the proportional reduction arising from bank holidays, extra days off and collectively agreed days off, missing or excess hours are due as a result of the working hours on that day being shorter or longer than 1/5 of the average weekly working hours, these must be scheduled for other working days.

In this connection, the partners to the collective agreement recommend that a written local agreement be made on how proportionate reductions arising from bank holidays, holiday days and collectively agreed days off shall be handled in practice, including that missing or excess hours must be handled in an hour bank.

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

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

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

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

3. 34 hours at a combination of 2nd and 3rd shift.

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

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

If, in connection with the proportional reduction arising from bank holidays, extra days of and collectively agreed days off, missing or excess hours are due as a result of the working hours on that day being shorter or longer than 1/5 of the average weekly working hours, these must be scheduled for other working days.

In this connection, the partners to the collective agreement recommend that a written local agreement be made on how proportionate reductions arising from bank holidays, exrtra days off and collectively agreed days off shall be handled in practice, including that missing or excess hours must be handled in an hour bank.

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

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

2. 35.5 hours at a combination of 1st and 2nd shifts and a combination of 1st and 3rd shifts.

3. 34 hours at a combination of 2nd and 3rd shifts.

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

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

Subclause 5. Establishment and transition to shiftwork

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

5.2
Shiftwork may be established for a particular job, which has so far been carried out in accordance with the rules on staggered working hours in accordance with clause 3, but a particular job established as shiftwork may not unilaterally be replaced by teams on staggered working hours in accordance with clause 3.

5.3
At the establishment of shiftwork, employees must be given at least a 5 x 24-hour notice (all calendar days included).

The same notice must be given to employees who are not shiftworkers, but who are transferred to a shift team.

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

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

5.5
If no notice has been given, payment must be made to the expiry of the notice at the usual overtime pay rate, according to the rules of clause 12 for time outside the enterprise's normal daytime working time. If such time does not exist for all employees, the normal daytime working time of each employee or department are used. It is a payment rule that replaces payment of shift allowance, but the work is not overtime.

5.6 Duration

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

Subclause 6. Allowances for shiftwork

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

6.2

Shiftwork is paid as follows (DKK):	March 1, 2023	March 1, 2024

Allowance 1 per hour	45.45	47.05
Allowance 2 per hour	97.40	100.80
Allowance 3 per hour	97.70	101.15
Allowance 4 per hour	30.60	31.70
Allowance 5 per time	243.80	252.35

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

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

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

No other payment shall not be granted in accordance with clause 12 for normal, scheduled working time.

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

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

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

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

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

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

Subclause 7. Change of fixed working time at shiftwork

Fixed working time can be changed in several ways:

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

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

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

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

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

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

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

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

* If notice is observed.

Subclause 8. Notice, calculation and allowance at change of fixed working time

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

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

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

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

The calculation is made by:

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

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

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

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

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

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

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

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

Existing local schemes cannot be reduced by this provision.

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

Scheduled off-duty days that fall on a weekday may be suspended without the shiftworker being granted another day off instead. Work on this day is subject to agreed extra payment for work on a pre-arranged weekday off, cf. clause 12 (3), as well as the shift allowance corresponding to the relevant time (Allowance 1 or 2).

Allowance 3 is granted if a scheduled off-duty day falls on a bank holiday that falls on one of the five weekdays and no compensatory day off can be granted. The allowance is paid in addition to overtime pay for work on a pre-arranged weekday off, cf. clause 12 (3) for the number of hours, the working hours should have been reduced, cf. subclause 3.

Subclause 9. Local agreements

In addition to the provisions of this clause, it is possible to enter into local agreements, taking into account the special circumstances of the enterprises regarding the scheduling of working time, shift changes and meal breaks, and equalisation of payments over a period of time. Such agreements must be in writing and in accordance with clause 28.

Subclause 10. Health check for night time

In Appendix 2 (9) of the Wood and Furniture Agreement - Organisation Agreement on the implementation of the EU Working Time Directive - the parties have agreed that night workers must be offered a health check paid by the employer before commencing employment as a night worker, and that employees who, according to the same appendix' items 2.3 and 2.4, are classified as night workers, must be offered health checks within a regular period of not more than 2 years. The appendix also contains rules on when and how health assessments are to be carried out.

On 1 March 2024, subclause 10 above is replaced by subclause 10 below:

Subclause 10. Preventive measures for night work

The parties to the collective agreement agree that the organisation of night work follows the recommendations of the National Research Centre for the Working Environment (NRCWE), including the special recommendations for pregnant women. In Appendix 2 of the Wood and Furniture Agreement – Organisational Agreement on the Implementation of the EU Working Time Directive, the parties to the collective agreement have agreed according to which principles night work should be planned in order to follow the recommendations and what measures should be taken if the recommendations are not followed.

The Appendix also contains rules stipulating that night workers must be offered an enterprise-paid health check before they take up employment as night workers, and that employees classified as night workers in accordance with point 2.4 of the same Annex must be offered health checks within regular periods.

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

Chapter B. Hourly wages

Clause 8. Minimum wage rates/Young workers' wages

Subclause 1. Minimum wage rates

For employees over the age of 18, the minimum wage rate is the following amount per hour:

As of March 1, 2023: DKK 131.65

As of March 1, 2024: DKK 136.15

Subclause 2. Young workers' wages

For assistant workers under the age of 18, the minimum wage rate is the following amount per hour:

As of March 1, 2023: DKK 79.80

As of March 1, 2024: DKK 82.40

Clause 9. Individual hourly wages

Subclause 1. Negotiating parties

The hourly wage of skilled or more trusted employees is agreed in each case between the employer or his/her representative and the employee without the interference of the organisations or their members.

If the local parties wish to negotiate the wage collectively, this can be agreed according to the rules in clause 28.

Subclause 2. Free Choice Account and local wage negotiation

The parties to the collective agreement find it natural that wage increases such as those resulting from any increases in the Free Choice Account shall be included in the local pay negotiations.

Subclause 3. Information

In order to best support his/her colleagues in connection with the conclusion of agreements on wages pursuant to clause 9(1), the union representative may request clarification of the enterprise's productivity, competitiveness, financial situation and future prospects, including order backlog, market situation and production conditions.

Subclause 4. Earlier wage

The hourly wage that one employee has obtained with an employer should not be made the norm by any of the parties in terms of the hourly wage that another employee, appointed at a later stage, should earn for the same work. Similarly, the hourly wage that an employee earned in his last workplace should not be the norm for his hourly wage at the time of appointment at another workplace.

Subclause 5. Discrepancy

The parties agree that in cases of discrepancies deemed to be present in these areas, and considering the current circumstances, both organisations have the right of protest against each other in accordance with the rules for handling industrial disagreements.

Note

Negotiations on wage changes in individual enterprises, can only take place once in each collective agreement year.

Clause 10. Wages at reduced working capacity

Subclause. 1. Wages and working hours

Agreement may be reached on wages and working hours that deviate from the rules of this Collective Agreement for employees with less than ordinary working capacity.

Subclause 2. Approval

The union representative, or the local branch in case of no union representative, must be informed of such agreements, and protest may be launched against abuse of this provision in accordance with the rules on industrial dispute.

Chapter C. Overtime

Clause 11. Definition of overtime

Subclause 1. Overtime

All work carried out outside normal working hours is considered overtime.

Subclause 2. Systematic overtime

In enterprises with variable production needs, and where the local parties have unsuccessfully tried to reach local agreement on variable weekly working time, cf. clause 2 (1), the employer may announce systematic overtime. Systematic overtime may not exceed 5 hours per calendar week and 1 hour per day and must be scheduled in extension of the normal working hours of the individual employee.

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

Systematic overtime must - unless otherwise agreed between management and union representative - be compensated as full days off within a 12-month period after it was carried out. Surplus hours that do not warrant a full work-free day are carried over.

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

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

Note: See appendix 23 - Understanding of systematic overtime.

Clause 12. Allowance for overtime

Subclause 1. Overtime

For work required to be performed outside normal working hours, the following allowances calculated from the personal hourly wage shall be paid:

Subclause 2. Rates - Weekdays

For the first clock hour	50%
For the second clock hour	50%

Of these, 1 clock hour can be scheduled before normal working hours.

For all other overtime hours	100%

Subclause 3. Work-free days

Compensation for work on work-free days is 100% overtime allowance for all hours, however at least 4 hours.

Subclause 4. Sundays and public holidays

Compensation for work on Sundays and public holidays is 100% overtime allowance for all hours until the start of normal daily working time the following weekday, however at least 4 hours. Public holidays are: New Year's Day, Maundy Thursday, Good Friday, Easter Monday, Whitmonday, St. Bededag (Friday on a variable date – to be abolished from 2024), Ascension Day, Christmas Day, Boxing Day, Grundlovsdag (5 June), 1 May and 24 December.

Clause 13. Notice of overtime

Overtime of more than 1 hour must be notified the previous day.

If such notice has not been given, the employee shall be paid 1 personal hourly wage for absence of notice.

Clause 14. Calculation of overtime

Subclause 1. Absenteeism

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

Unofficial industrial action is regarded as absenteeism from its beginning.

When absenteeism results from an unofficial industrial action, overtime pay is not granted for any hours before the hours of non-attendance have been performed by the employee beyond his or her normal working time. Execution of the missing hours can be notified by the employer according to the rule in clause 13 for execution within 14 days after work has been resumed after the unofficial industrial action.

Subclause 2. Deduction

In these cases, deduction from overtime is primarily done from the overtime that releases the lowest overtime rate.

Subclause 3. Payment for breaks

In cases when overtime is performed for more than 1 hour per day, the employees in question are given ¼ hours of mealtime without deduction from the hourly wage. This meal break may be required taken prior to commencement of overtime work.

This rule does not apply to overtime on days that are usually work-free.

Clause 15. Limits to overtime

The amount of overtime should usually be arranged personally between the employer's representative and the individual employee, considering the special circumstances of the workplace. However, the individual employee may not perform more overtime than 10 hours in 3 consecutive weeks and a maximum of 5 hours in one week.

Clause 16. Time off in lieu for overtime

Subclause 1. Regarding time off that does not arise from systematic overtime, see clause 11(2).

When compelling reasons arise, the enterprise's management and union representative may authorise overtime work of more than 10 hours for 3 consecutive weeks and a maximum of 5 hours in one week, but this overtime must be taken as days off within 2 months of its execution.

Subclause 2. Illness and time off in lieu applying to clause 11 (1 and 2)

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

Clause 17. Exemption from time off in lieu

Subclause 1. Labour shortage

If time off in lieu as described above cannot take place within the stipulated deadline, either because suitable labour within the field of work cannot be obtained, or because the enterprise's capacity is being fully utilised, the time off may be postponed or, if the organisations agree to grant exemption, lapse.

Subclause 2. Exemption application

If overtime - in excess of the specified 10 hours - is to be exempted from time off in lieu, the parties must promptly submit identical applications to the Association of the Danish Woodworking and Furniture Industries and 3F applying for exemption from the duty to take time off; however, such application may never prevent the commencement and execution of overtime.

Subclause 3. Exemption by the organisations

The exemption application, signed by both local parties, must reach the organisations no later than 3 days after commencement of the extended overtime so that a decision on exemption can be made promptly by the organisations.

Subclause 4. Exemption by the local parties

In enterprises with an elected union representative, the local parties decide whether performed overtime must be taken as time off.

If such agreements are made, the union representative must be informed of the extent of overtime for each wage period.

Chapter D. Daily allowance, illness, accident, childbirth, compensation for loss of dependency

Daily allowances at illness, accident and childbirth is granted in accordance with Act no. 262 of 7 June 1972 on daily allowance with later amendments.

Clause 18. Childbirth

For children born or received before the date below, DA – FH "*Agreement on transitional arrangements for the application of the provisions of the agreement on payment during absence due to pregnancy and maternity" applies.*

For children born or received on or after July 1, 2023, the following subclauses 1 to 6 apply:

Subclause 1. Leave 4 weeks before expected birth and 10 weeks after

It is a condition for the right to pay during leave that the employee has 9 months' seniority at the expected time of birth.

The employer pays to the employee wages during absence due to pregnancy for up to 4 weeks before the expected time of birth (before: pregnancy leave). In addition, the same employee is paid wages during absence for up to 10 weeks after childbirth (before: maternity leave).

For adopters, wages are paid during leave for up to 10 weeks from receipt of the child.

It is a prerequisite for payment that the employer is entitled to reimbursement corresponding to the maximum daily allowance rate. If the reimbursement is less, payment to the employee will be reduced accordingly.

Subclause 2. Leave for the other parent

Under the same conditions as in subclause 1, wages shall be paid to the other parent for up to 2 weeks on the occasion of the birth (before: paternity leave)

Subclause 3. Parental leave

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

Of those 24 weeks, the parent taking leave under subclause 1 shall be entitled to 9 weeks and the other parent shall be entitled to 10 weeks.

If the leave reserved for the individual parent is not taken, the payment lapses.

The remaining 5 weeks of leave are granted either to one parent or another or shared between them.

The 24 weeks must be held within 52 weeks of birth. Each parent's leave may be divided into a maximum of two periods, unless otherwise agreed.

Note
During the 10 weeks' leave under subclause (1), increased pension contributions are granted, cf. clause 70(3).

Subclause 4. Remuneration during leave

The wage shall correspond to the wage which the person concerned would have received during the period.

Unless otherwise agreed, notice of paid leave in accordance with subclauses 1, 2 and 3 shall be given 3 weeks' notice.

If the deadlines laid down in the Danish Maternity Act for giving notice of leave are not observed, the desired leave may not commence until the expiry of the specified deadlines counted from the date of notification, unless otherwise agreed.

Subclause 5. Existing schemes

All existing schemes with employer payment for maternity leave may be terminated in accordance with the rules in section 28(1).

Subclause 6 The Danish Industry Maternity Fund

Reference is also made to the Minutes of 20 February 1995 on the establishment of maternity leave in industry, as amended."

Note:
If the deadlines laid down in this agreement or the statutory deadlines for giving notice of leave for male and female employees are not complied with, the requested leave may not commence until the expiry of the specified periods counted from the date of notification, unless otherwise agreed between the enterprise and the individual employee.

Clause 19. Illness

Subclause 1. Sick pay

a) For employees with seniority of more than 6 months, the employer shall, for up to 9 weeks at timely reported and documented illness, provide payment corresponding to the loss of income that the employee has suffered, though no more than:

As per March 1, 2023	DKK 157.90 per hour
As per March 1, 2024	DKK 162.15 per hour

b) The loss suffered is calculated as the wage the employee would have received during the period in question. This means personal wage plus fixed expectable allowances such as shift allowance, allowance for staggered working hours and allowance according to clause 22. For employees, for whom the loss cannot be immediately determined – for example in the case of individual piece-work - the calculation of sick pay may be based on the average income in the last completed quarter.

   Contribution is paid to the Free Choice Account for the period in which the employer pays sick pay according to clause 19 (1, a).

   For sick leave holiday allowance see clause 32, and for Free Choice Account see clause 37.

c) Sick pay is granted for the first day of absence regardless of whether this is a full or partial day of absence.

d) Persons with approved agreement pursuant to clause 56 of the Danish Sickness Benefits Act (chronic disease) are exempted from the sick pay scheme as regards the disease to which the agreement relates.

e) Persons, who are to participate in work allocation, are paid according to the sick pay scheme if they have reported sick before the date of notification of the work allocation.

f) The right to payment shall lapse if the sick pay reimbursement by the local authority ceases and this is due to the employee's failure to comply with the obligations arising from the Sickness Benefits Act.

   In cases where the enterprise has already paid sick pay/sickness benefit to the employee, the enterprise may, for the period prior to termination, only offset an amount corresponding to the lost sickness benefit reimbursement in the employee's wages.

Subclause 2. Relapse

In case of relapse due to the same illness within 14 calendar days of the 1st working day and onward following expiration of the previous period of absence, the employer's payment period shall be counted from the 1st day of absence in the first period of absence.

Clause 19 A. Time off at children's sickness/hospitalisation/childcare days

Subclause 1. Children's sickness

Workers and employees undergoing training shall be granted time off whenever necessary for the care of the employee's child/children under the age of 14 during periods of sickness at home. This entitlement to time off applies only to one of the child's parents and only to the child's first full sick day .

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

Payment granted is the minimum wage rate of the Collective Agreement.

If the child is still sick after the first full sick day, the employee shall be entitled to an additional one day off. This day off shall be taken without pay, but the employee can be paid an amount from his/her Free Choice Account.

Subclause 2. Children's hospitalisation

a) Workers and employees undergoing training shall be allowed time off whenever necessary at a child's admission to hospital. This also applies when hospital admission takes place partly or fully in the home. The rule applies to children under the age of 14.
   The time off only applies to one of the holders of custody of the child, and the maximum right to time off is 1 week in total per child within a 12-month period.

b) The employee must provide proof of the hospitalisation on request.

c) Only hospital stays requiring overnight accommodation are regarded as hospitalisation and are covered by this provision.

d) The employee shall receive pay similar to provisions during illness, cf. clause 19 (1).

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

Note:
The word 'necessary' in the above provision means: A letter from the hospital recommending or requesting that one of the child's parents should be admitted to the hospital or stay with the child at the hospital is sufficient proof of the necessity. A proper doctor's statement is not required. This also applies when hospital admission takes place partly or fully in the home.

Subclause 3. Childcare days

Employees and employees in training with at least 9 months' seniority, who are entitled to take a child's first sick day off, shall be entitled to 2 childcare days per holiday period. The employee may take a maximum of 2 childcare days per holiday period irrespective of how many children the employee has. The rule applies to children under the age of 14.

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

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

Subclause 4 Time off in connection with a child's medical visit

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

Employees who wish to take time off for a medical visit must notify the enterprise as soon as possible.

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

Clause 20. Accident

If, during the course of work, an accident occurs that causes the injured employee to seek medical treatment and leave his/her work, payment equal to the loss of income that he or she has suffered is granted for a period of up to 5 weeks.

There will be no reduction in the wage for the day that the accident occurs.

After 5 weeks of absence, the employer pays full wage excluding nuisance compensation for a further maximum of 9 weeks.

Clause 21 Compensation for loss of provider

If an employee dies during the period of employment as a result of an occupational accident in the enterprise, his/her spouse or dependent children under the age of 18 shall be entitled to 4, 8 or 12 weeks' pay if, at the time of death, the employee concerned had been employed by the enterprise for 1, 2 or 3 years, respectively.

Chapter E. Incentive pay systems

Clause 22. Incentive pay systems, bonuses, piecework etc.

If one of the parties so wishes, negotiations must be initiated regarding the introduction of incentive pay systems in accordance with the rules of industrial dispute (Chapter J).

The organisations' consultants may be called. If consultants are called, but the parties are unable to reach agreement, the pay consultants shall prepare a technical report that can be used by the parties as a basis for further industrial procedure.

For industrialised production, disagreements may not be passed on to industrial arbitration but can ultimately be presented at an organisation committee meeting.

The organisations have a right to object to local agreements of this kind. If this right to object is claimed within 21 days of the conclusion of the agreement, the agreement is considered lapsed.

If a result leading to an agreement on an incentive pay system cannot be achieved, the basis is a piece-rate system if the parties agree on this, with reference to clause 24.

The payment basis for production allowance schemes, bonus schemes, piecework and other incentive pay systems can only be changed once per collective agreement year.

Clause 23. Guidelines for production allowance schemes

Subclause 1. Fixed wage share

The fixed wage share can be agreed as:

(a) the personal hourly wage of each participating employee; or

b) a fixed wage share, common to all and independent of personal hourly wages, however, determined within the limits of the applicable personal hourly wages.

Subclause 2. Performance allowance

Performance allowance is granted in addition to the fixed hourly payment, and performance allowance is independent of changes to the fixed wage share due to ordinary time allowances pursuant to this Collective Agreement.

Subclause 3. Scope of the scheme

The production allowance scheme can be arranged for all employees of an enterprise, for groups of employees and in individual cases.

Subclause 4. Termination

The termination of a production allowance scheme must be in accordance with the rules for termination of local agreements, cf. clause 28 (2 and 3).

Subclause 5. Payment at lapse

If agreement on a new production allowance scheme cannot be reached, the affected employees will be paid the scheme's fixed wage share + half of the average production allowance of the last 12 weeks, but in no case less than the personal hourly wage.

Subclause 6. No automatic effect

Increased minimum wage rates will not affect existing production allowance schemes.

Clause 24. Guidelines for piecework and price lists

Subclause 1. Piece rates at industrialised production

a) Price list for joining and carpentry work is not applicable in enterprises with industrialised production,.

b) Piece rates are determined by free negotiation between the employer or his representative and the employee(s) to whom the piece rate in question is offered.

c) In enterprises where piecework has not previously been used, and where it has not been possible to reach agreement on piecework, work is performed at hourly wages.

The hourly wage rate in a workplace may be affected by lack of, or very little, access to piecework.

d) In enterprises with piecework reached through agreements and where a new piece rate is offered, but where agreement cannot be achieved, work is performed at the average piecework earnings of the previous quarter ÷ 10%, but never below the personal hourly wage.

e) Piecework terminated pursuant to clause 28 and where a new piecework agreement has not been reached, the affected employees are paid at the average piecework earnings of the previous quarter ÷ 10%, but never below the personal hourly wage.

Subclause 2. Piecework at non-industrialised production

a) Payment follows a price list for joining work, and for non-priced work a piece rate can be arranged.

b) A proposal for piecework shall be submitted in writing, and the counterparty shall respond in writing within 10 days.

c) Discrepancies in this regard must be dealt with in accordance with the rules for industrial dispute.

Clause 25. Advance piece-rate payment

For piecework, all employees shall be paid their hourly wage as an advance. To the extent possible, any surplus shall be paid on payday in the week in which the piecework is calculated.

Clause 26. Compensation for waiting time

When an employee, working on a current piece rate, must wait for timely requested materials, without this wait being caused by the employee or his/her colleagues, he/she shall be paid - subject to prior notice to the foreman – for the lost time at the employee's average piecework earnings in the preceding quarter. These rules apply only to short-term stops, at the most to the end of the working day on that day. The employee is obliged to perform other work during the delay.

Clause 27. Special provisions for the upholstery area

Subclause 1. Piecework average

When an employee or his/her employer so requires, any employee shall have his/her personal hourly wage determined according to his/her average piecework earnings of the previous quarter ÷ 10%, but never below the personal hourly wage.

Subclause 2. Wage on re-employment

When an employee resumes work in the same enterprise after absence of a maximum of 90 days due to dismissal, he/she shall be paid his/her last received hourly wage, however considering any general wage changes in the meantime.

Subclause 3. Time commenced

The general rule for hourly wages is that every ¼ hour commenced is paid as a ¼ hour.

Subclause 4. Interruption of piecework

If, at single-unit manufacturing in a workshop or factory, an employee is interrupted, the interruption shall be paid as follows:

As per March 1, 2023	DKK 48.30
As per March 1, 2024	DKK 49.95

If, at serial production, an employee is interrupted in commenced piecework, the interruption shall be paid as follows:

As per March 1, 2023	DKK 32.25
As per March 1, 2024	DKK 33.35

Clause 28. Local agreements between the employer and the employees

Subclause 1. Notice of termination - in general

Local agreements, usages or regulations, as well as agreements on wage, wage allowances, piecework and bonus systems can be terminated by both parties at 2 months' notice to the 1st in a month, unless agreement on longer notice has been/will be made.

Subclause 2. Notice of termination - production allowance schemes

Agreements on local production allowance schemes pursuant to clause 23 may be terminated by both parties with a notice of 6 settlement periods, but no more than 12 weeks before the end of a settlement period, however possibly considering the end of a quarter, cf. clause 23 (4 and 5).

Subclause 3. Terminating party

In the event of termination pursuant to subclause 1 and 2, it is the duty of the terminating party to conduct local negotiations and, to the extent that agreement cannot be not reached, to allow issues to be dealt with at a mediation meeting, or possibly at an organisation meeting. Requests for industrial procedure shall be

submitted to the opposing organisation within the notice deadlines stated in subclause 1, cf. rules for the handling of industrial disagreements, Chapter J.

Subclause 4. Expiry date

The parties are not released from the terminated local agreement, usage or regulations before these general rules have been observed, even if the expiry date has passed.

Subclause 5. Derogation of the Collective Agreement

At local agreement, it is permitted to supplement and derogate from the provisions of Chapters A, C, I, clauses 61 and 69 of the Collective Agreement. Such local agreements shall be in writing and may only be concluded with a union representative elected in accordance with the rules of the Collective Agreement. Local agreements must be submitted to the organisations for information.

At agreements on extended working time according to this provision, it may also be agreed that pension savings, cf. clause 70 (1), contributions to the Free Choice Account, cf. clause 37, and holiday allowance, cf. clause 31 and annex 7 (6) of the Collective Agreement, may be converted into wage allowance for the individual employee in respect of hours on top of the average weekly working time referred to in clauses 1 (1) and 7 (4). Variable weekly working hours as per clause 2 (1) or overtime as per clause 12 are not considered extended working time in this context.

The conversion does not change the existing calculation basis of the Collective Agreement and is thus cost-neutral for the enterprise.

Subclause 6. Information

When entering into local agreements that significantly change wage and working conditions, the employer shall inform the employees concerned as necessary.

Chapter F. Holidays and holiday allowance

The following rules supplement and deviate from the Holiday Act in force at any given time.

Clause 29. Holiday year

The holiday year goes from September 1 to August 31.

Earned paid holidays shall be taken during the holiday period, which includes the holiday year in which the holidays are earned, and the subsequent 4 months from the end of the holiday year to the end of the calendar year (September 1 and 16 months onwards).

Clause 30. Fixing holidays

Subclause 1. Fixing holidays - collectively

The total number of holidays are 25 (5 working weeks), of which at least 15 days must be taken between 1 May and 30 September and involve 4 weekends.

The time of the summer holiday is determined by negotiation before 31 December between the employer and the employee, considering the enterprise's interests.

Subclause 2. Fixing holidays - individual

Individual holidays can be scheduled between 1 May and 31 October and, if so, must be fixed by 1 March.

Subclause 3. Holiday closure

If enterprise operations make it necessary, the holidays start at the closure of this. Otherwise, holidays will be implemented by successively giving the employees time off for holiday.

Subclause 4. Reduced holiday length

In enterprises with successively taken holidays, an employee who has not been fully employed in the previous qualifying year may require the holidays reduced proportionate to the reduced holiday allowance.

Subclause 5. Lack of earned holidays

If the enterprise is closed during the holidays, the employee cannot claim special allowance in excess of the holiday allowance that the employee is entitled to in accordance with the above provisions.

Subclause 6. Other holidays (Remaining holidays)

Other holidays, which are not tied to a specific period, shall be given as consecutive days between 2 weekends (however, see clause 8) or as single days by agreement. The holiday period shall not be considered interrupted by intervening weekday holidays.

Subclause 7. Fixing other holidays (Remaining holidays)

Remaining holidays are scheduled considering the enterprise's interests upon negotiation with the employees and at minimum one month's notice.

Subclause 8. Exception

If holidays are taken in connection with Easter or Christmas, or includes less than 5 days, the provision that holidays must be taken between 2 weekends does not apply.

Subclause 9. Holidays as full weeks

If holidays are taken over full weeks, they end at the beginning of normal working hours on the first normal working day after the end of the holidays.

Subclause 10. Holidays as hours

It must be agreed locally in writing if holidays are to be taken as hours.

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

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

Subclause 11. Transfer of holidays

a) The employee and the employer may agree that earned, non-used holidays above 20 days may be transferred to the following holiday year.
b) A maximum of 10 holidays may be transferred.
c) The employee and the employer must enter into written agreement about the transfer by December 31. The parties recommend that the agreement drawn up as Appendix 16 be used.
d) If an employee, who has transferred holidays, resigns before all holidays have been taken, holiday allowance shall be paid for the remaining transferred holidays.
e) At the transfer of holidays, the employer must inform the person responsible for paying the holiday allowance, in writing and by December 31 . that the holidays are to be transferred.
f) Holidays, at a scale corresponding to transferred holidays, cannot be required taken within a notice period unless the holidays are scheduled to be taken within the notice period, cf. the agreement mentioned above.

Clause 31. Holiday allowance

Subclause 1. Holiday allowance

Holiday allowance amounts to 12.5% of the paid wages, including overtime and shift allowance.

Subclause 2. Specially for the upholstery area

Of the holiday allowance - currently 12.5% of the wages that count towards holiday allowance – a 3% supplement shall be added.

The supplement shall be calculated for the holiday year September 1 – August 31, and be paid on the next payday, or upon the employee's resignation.

Clause 32. Sickness and accidents

Subclause 1. Holiday allowance during sickness

Employees receiving sick pay pursuant to clauses 19 and 20, are entitled to holiday allowance from the 1st hour of sickness, calculated from the wages paid. After this period, holiday allowance is calculated on the basis of the employee's wage the last 4 weeks before the absence, cf. the Danish Holiday Act.

For employees who are not entitled to pay during sickness pursuant to clauses 19 and 20, holiday allowance is paid during the absence from the 2nd sick day, calculated on the basis of the employee's wage the last 4 weeks before the absence.

Pension shall be calculated from the sick leave allowance for employees who are entitled to pension, cf. the Wood and Furniture Agreement, clause 70 (1). Both the employer's contribution and the employee's own contribution shall be calculated from the sick leave allowance and paid into the pension fund.

The employer's share shall be paid by the employer in addition to the sick leave allowance. The employee's share shall be deducted from the holiday allowance before final settlement of this.

Subclause 2. Documentation

The employer may require documentation from the employee that the absence is due to illness or to injury that occurred at the workplace.

Subclause 3. Announced recovery relating to collective holiday closure

Subject to local agreement, the following applies:

If an employee, who was ill before the holiday began, recovers during the collective holiday closure, the employee shall resume work and is entitled to holiday at another time. If it is not possible to offer the employee work during the period, the holiday is considered as commenced at the time of the announced recovery. The holiday that the employee was prevented from taking due to sickness shall be taken in continuation of the originally notified holiday period, unless otherwise agreed.

Clause 33. Payment

Subclause 1. Date of payment

Holiday allowance corresponding to the length of the holidays shall be paid at the next payday after the enterprise has received the employee's request for payment from Feriepengeinfo, however no earlier than one month before the holidays are to be taken.

Subclause 2. Local agreement on holiday in advance

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

It can thus be agreed that:

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

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

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

If the resignation is due to the enterprise's termination, the enterprise cannot set off for more holiday than the employee can earn before the employee's resignation unless the termination is due to the employee's material breach.

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

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

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

Subclause 3. Holiday specification

The employee’s information about holidays shall appear from the payslip, cf. clause 60 (2).

Clause 34. Guarantee for holiday allowance

Subclause 1. Holiday allowance guarantee

DIO 1 guarantees its members’ payment of holiday allowance. In the event of non-payment, the employers' association pays the due holiday allowance in advance against assignment of the employee's documented claims against the enterprise or its bankruptcy estate.

The organisations agree that the holiday guarantee scheme is used by the union members who are employed in enterprises under DIO 1.

However, if some enterprises wish to use FerieKonto, the organisations agree that this is acceptable. If so, the enterprise must inform its employees in writing prior to the transition to FerieKonto. At the possible return to the holiday guarantee scheme, employees must be informed in the same way.

Subclause 2. Procedure pertaining to industrial law

The holiday allowance is a part of the employee's wages, and that non-payment may be collected by prosecution of the employer in the same way as wages.

Disputes that arise as a result of the above rules may be handled in accordance with the applicable rules for handling industrial disagreements.

Clause 35. Obligation to take holiday

Subclause 1. Holiday obligation

Paid holiday must be used as holiday, with loss of holiday entitlement for the following year, and the employee may not undertake other work during the holiday.

Subclause 2. Unclaimed holiday allowance (Limitation period)

Claims to holiday allowance, pay during holiday, or holiday bonus shall be obsolete if they are not submitted to the employer by November 15 after the end of the holiday year. The claim shall be paid to the union's holiday fund.

Clause 36. Special circumstances

In the event of death, the holiday allowance shall fall to the estate of the deceased.

Chapter G. Free Choice Account

Public holidays are: New Year's Day, Maundy Thursday, Good Friday, Easter Monday, Whitmonday, Store Bededag (Friday on a variable date – this public holiday will be abolished by 2024), Ascension Day, Christmas Day, Boxing Day, Grundlovsdag (5 June), 1 May and 24 December.

Clause 37 Free Choice Account

Subclause 1. Contributions

a) The enterprise shall pay into the employee's Free Choice Account 7% (as of March 1, 2024 9%) of the qualifying wage that is made available for the employee's optional use.

b) If the employee has not planned for the entire contribution to the Free Choice Account in connection with his/her free choice by August 1, the enterprise may pay the remaining contribution on an ongoing basis with the employee's wage; however, a maximum of 3%, unless the local parties have agreed otherwise. It is a prerequisite for payment that the enterprise can document that the employees have been encouraged to make a choice.

c) The local parties may agree that contributions to the Free Choice Account pursuant to subclauses 1, 2, 3 and 4 shall also be paid on an ongoing basis with the wages.

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

Subclause 2. Extra days off

a) Employees, who as of September 1 are entitled to extra days off, must by August 1 each year select or deselect the option of taking one or more of the extra days off in the coming holiday year or instead, in the holiday year (September 1 – August 31) and on an ongoing basis, have set aside a further 0.5% of the qualifying wage per deselected extra day off. If they deselect all five extra days off, a further 2.5% in total shall be set aside. The number of extra days off that the employee wants to take shall be taken and paid according to clause 61. Newly hired employees can make similar choices no later than 1 month before 9 months of seniority is achieved.

b) An employee who has deselected one or more extra days off and subsequently has continuous absence of more than 3 months due to illness or injury can claim a supplement to the Free Choice Account. The employee shall make the claim within 3 weeks after the end of the holiday year.

The supplement constitutes:

- the value of the deselected days off in the event that the employee should have them paid as unused holidays pursuant to clause 61(c) of the Wood and Furniture Agreement.
- deducted from the part of the Fritvalgs Lønkonto that originates from the deselected holiday holidays.

Subclause 3. Weekday holiday savings

For employees who are not paid on weekday holidays, savings of 4.0% of the qualifying wage shall be set aside for the Free Choice Account.

Subclause 4. Conversion of pension contribution

In enterprises where a pension contribution of more than 12% has been agreed for employees covered by the pension scheme of this Collective Agreement, the employer and the employee may agree to pay the extra amount into the Free Choice Account rather than into the pension scheme.

Subclause 5. Options

The parties to the collective agreement encourage the enterprise to initiate a dialogue with the employees about the possibilities of the Free Choice Account and encourage the employees to make a choice.

The employee may choose between the following:

a) Wage in connection with leisure time:

   All employees may choose this element.

   When the employee takes time off in connection with holidays, weekday holidays, extra days off or days off according to this Collective Agreement, a child's second sick day, a child's medical visit or child care days, the employee may choose to receive a cash payment from his/her account.

   The employee decides the amount of the payment, provided though that amounts exceeding the amount deposited from time to time in the savings account of the employee concerned shall never be paid out.

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

   The local parties may agree on payment, including agreement that amounts are paid out without the employee taking time off.

b) Pension:

   In order to choose the pension element, the employee must already be covered by a labour market pension scheme in accordance with this Collective Agreement.

   Employees must state by August 1 each year the share of the savings for the Free Choice Account they want to set aside for pension in the coming holiday year.

   When the employees choose pension, the agreed share shall be paid to the pension enterprise and thus not into the Free Choice Account. Payment of pension contributions shall not trigger any employer contribution.

c) Senior scheme:

   From 5 years before the state pension age in force at any time, the employee may choose to use the contribution to the Free Choice Account to finance senior holidays as part of a senior scheme pursuant to clause 38.

Subclause 6. Residual savings on the Free Choice Account

If there are funds in the Free Choice Account at the end of May, these must be paid with the next wage payment, unless otherwise agreed locally.

However, funds that the employee has chosen to set aside for senior holidays pursuant to clause 38 shall not be disbursed.

Subclause 7. Resignation

Upon resignation, the Free Choice Account is calculated, and any profits are paid together with the last salary payment from the enterprise.

Subclause 8. Holiday allowance and holiday bonus

The Free Choice Account savings include holiday allowance and holiday bonus of the savings.

Clause 8. Senior scheme

The employee may join a senior scheme starting 5 years before the current retirement age.

The senior scheme can be financed as follows:

a) Payment to the Free Choice Account.

b) The employee and the employer may agree that the employee, starting 5 years before the senior scheme can be initiated, sets aside the value of non-taken extra days, cf. clause 61 of the Wood and Furniture Agreement, and accumulates this. This value may be paid out as additional senior leave.

c) Additional senior holidays can be obtained by converting current pension contributions under clause 70. The selected funds under b) and c) are deposited in the Free Choice Account.
When an employee takes senior days off, the Free Choice Account is reduced by an amount corresponding to pay during sickness, see clause 19.

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

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

   In the first year of the senior scheme, the conversion starts from the wage period in which the employee is 5 years from the current retirement age.

   Unless otherwise agreed, the scheduling of senior days off follows the same rules that apply to the scheduling of extra days off, cf. clause 61 d.

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

   If a fixed reduction in the weekly working hours is agreed, the converted pension contribution may be paid continuously as a supplement to the wage.

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

Chapter H. Termination terms

Clause 38. Written notice of termination

At termination, the parties are obliged to give written notice. Writing is a condition for a notice to be considered given.

The notice must be dated and include information on the last working day and be signed. Receipt of a notice must be confirmed by the counterparty's signature.

Clause 39. Notice period

Subclause 1. Notice by the employer

For employees who have been employed in the same enterprise without interruption other than those mentioned below, counting from the employee's 16th year of age, the employer must give the following notice:

After 8 weeks of employment	5 working days
After 1 year of employment	15 working days
After 3 years of employment	25 working days
After 5 years of employment	35 working days

At termination, the last day is always at the end of a calendar week.

Subclause 2. Notice by the employee

After 8 calendar weeks of employment, employees must give notice of least 5 working days.

Subclause 3. Fixed-term employment

Employees having resigned from the enterprise at valid notice may, after the end of the notice period, be re-employed for a fixed term, which may be no longer than 10 calendar weeks. Such re-employment can take place twice within 15 months, and possibly in continuation of each other. In this situation, a new notice shall not be given, cf. subclause 1.

Subclause 4. Training in connection with dismissal

a) Employees who are dismissed with notice due to restructuring, cutbacks, close-down or any other matters in the enterprise, shall have the rights below, dependent on seniority.

b) All employees shall be entitled to paid time off of up to two hours to seek advice in their unemployment insurance fund/trade union. This time off shall be scheduled as soon as possible after the dismissal with due consideration to the enterprise's production planning.

c) Employees with at least 6 months' seniority in the enterprise shall be entitled to one week off for further or continuing training with support from The Association of Danish Wood and Furniture Industries' Competence Fund (TMKF). Furthermore, these employees shall be entitled to take up to two weeks of non-used leave, cf. clause 69 (3).

d) Employees who have been continuously employed by the enterprise for at least 3 years shall be entitled to an additional two weeks' leave during the notice period to attend training with support from TMKF.

e) Employees who are entitled to leave according to letters c and d, shall be entitled to support under the payment rules in clause 69 (2) and clause 64 (2) for the entire period. In addition to courses relevant for employees under the coverage area of the Wood and Furniture Agreement, support can also be applied for selected publicly subsidised courses aimed at employment in passenger transport and the canteen and cleaning areas.

Note:
Reference is made to Appendix 27 for up to 5 weeks of training in connection with dismissal. Course participation can be completed after resignation if the Folketing meets the parties' wishes for adaptation in the legislation.

Changed text will appear in the agreement texts on the organizations' websites.

Subclause 5. Collective redundancies

The parties are subject to an agreement on notification, etc. in connection with collective redundancies. The agreement is reprinted as appendix 5.

Subclause 6. Severance allowance to employees with longer seniority

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

2. The special severance allowance constitutes an amount equal to the difference between the daily benefit per month and the wage less 15%. In determining the amount of unemployment benefit, the special employment supplement to which the employee may be entitled pursuant to section 48(8) of the Unemployment Insurance Act is not included.

   The severance allowance shall amount to a minimum of DKK 2,500 per month and maximum DKK 15,000 per month. The wage is calculated per month based on the employee's personal wage, which is added the optional account contribution based on the personal wage. The pension contribution is not included in the calculation basis or added to the calculated payment.

3. The provision in subclause 1 does not apply in case the employee, on resignation, has obtained other employment, receives pension or for other reasons does not receive unemployment benefits.

   Furthermore, the severance allowance is not paid if the employee has white collar status or has already the right to severance allowance, extended term of notice or similar conditions that are better than the regular rules of notice of the Collective Agreement.

4. Employees who receive allowance pursuant to subclause 1 and, in connection with re-employment, obtain their previous seniority, only obtain right to severance allowance again pursuant to this provision once the conditions in subclause 1 are met in relation to the new employment.

   If the average weekly working hours are different from 37 hours, such as part time or shiftwork, the ratio shall change correspondingly.

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

Clause 40. Seniority rules

The following circumstances are not considered interruption of seniority:

Subclause 1. Continuing seniority

Illness to be promptly communicated to the employer, call-up for continued military service, training according to clause 69, parental leave under current law, interruption of work resulting from machine stoppage, material shortage, lack of work or similar factors in the case the employee resumes work when this is offered.

Subclause 2. Unemployment period

For unemployment of more than 14 days due to shortage of work, only the first 14 days count in the seniority calculation.

Subclause 3. Absence period

In case of absence due to illness and injury, the first 4 months count towards seniority. For military service only 3 months.

Subclause 4. Re-entry into seniority

Employees who are given notice pursuant to clause 39 or who are interrupted in their work, cf. these provisions, but resume work when offered within a period of 15 months, shall be reinstated in the seniority acquired earlier in the enterprise. If the employee documents not having been employed elsewhere during the absence period within a period of up to 2 years, the above "15 months" is changed to "2 years".

Subclause 5. Transfer of seniority from a temporary agency

(Took effect on 1 May 2017)

If a temporary agency worker has been working for at least 3 months in the requisitioning enterprise, seniority from the recent temporary period counts in the following cases: (regardless of clause 72, 7th paragraph, 1st bullet) if this person is employed on a permanent basis in direct extension of the temporary work, or if the temporary work in the requisitioning enterprise is terminated due of lack of work, and the

temporary agency worker is employed on a permanent basis within 10 working days of the termination. However, the above does not apply to fixed-term employment pursuant to clause 39 (3).

Clause 41. Notice during illness

Subclause 1. 4-month period

Employees who are entitled to notice under clause 39 cannot be given notice during documented illness in the first 4 months of the period in which they are unfit for work due to illness.

Subclause 2. Partial absence

Both fulltime and part-time absence count in the calculation of 4 months of incapacity for work in subclause 1.

Subclause 3. Termination of employment

After expiry of this period, the employment relationship shall be considered terminated without further notice unless the parties expressly agree otherwise. The employee shall be informed in writing that the employment has been terminated.

If partial resumption is agreed, the employment relationship shall not be terminated without notice as specified in clause 41 (3).

Subclause 4. Exception

Subclauses 1 and 3 do not apply to trade union representatives.

Subclause 5. Notice before illness

Notice given before the onset of illness continues until expiry of the relevant notice periods as specified in clause 39. Sick days are equal to working days.

Note
If a full-time employee is only partially incapacitated due to illness, the parties may agree that the employee works part-time. If such an agreement is entered into, the employment relationship may not be terminated without notice as specified in clause 41 (3) of the Collective Agreement. However, the agreement on part-time work may be terminated from one day to the next.

Clause 41 A. Notice of termination during illness at collective redundancies

In case of collective redundancies, termination may take place during illness. However, it is a prerequisite that the layoffs are covered by appendix 5 “Notice, etc. in connection with collective redundancies”, or that the layoffs occur in connection with enterprise closure as defined in clause 46 (3). "In this context, enterprise shall mean a geographically defined entity."

Notice cannot stipulate resignation during the period in which the employee receives sick pay, cf. clauses 19 and 20.

Clause 42. Notice in connection with holiday

Holidays are not included in the notice period.

Clause 43. Violation of the terms of notice

Subclause 1. Non-attributable reason

If an employee who is entitled to a notice period as above, is dismissed through no fault of his/her own without receiving the prescribed notice, the enterprise shall pay compensation corresponding to the average earnings of the employee for the number of days that the violation represents.

Subclause 2. The employee's notice

If an employee leaves the enterprise without giving at least 5 working days' notice, the employee shall pay compensation to the employer corresponding to his/her hourly wage for the number of days that the violation represents.

Subclause 3. Organisation guarantee

The organisations guarantee their respective members' compensation payment. However, the trade union's guarantee is conditional on the employee having been a member of the union for at least 1 year.

Clause 44. Cancellation of notice obligation

The notice period is cancelled in the event of strike, lockout or another non-attributable reason caused by the other party.

Clause 45. Special circumstances

During a notice period, it is a matter of course that the employee continues his/her work in the usual manner. However, the employee must have an opportunity to seek other employment but should, as far as possible, confer with the supervisor. Regardless of the employee's duty to give notice, the employer should not refrain from agreeing that the employee can resign immediately if the employee proves that he/she has been offered a permanent job or suchlike which makes it necessary to deviate from the notice period.

For termination of trade union representatives, see clause 50.

Chapter I Provisions regarding trade union representatives

Clause 46 Election of trade union representative

Subclause 1. Election

The employees of each enterprise - or, in the case of major enterprises, normally each department - shall elect from among themselves a trade union representative (shop steward).

Subclause 2. Written ballot

Trade union representatives shall be elected by written ballot by, and from among the employees of the enterprise or department concerned at the time of the election. Young workers are entitled to vote but not to stand as candidates. Agency workers do not have the right to vote.

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

Election of trade union representatives takes place during working hours. This is to be agreed locally.

Subclause 3. Seniority

The trade union representative shall be elected from among employees of acknowledged ability who have attained the age of 18, who are covered by this Collective Agreement and who, during the last 2 years, have been employed by the enterprise for at least 9 months. For the purposes of this subclause, an enterprise shall mean a geographically defined entity.

If there are no more than 4 such employees, they can be supplemented by the members who have worked at the enterprise for the longest period of time.

Apprentices cannot be elected as trade union representatives. Apprentices, including adult apprentices, have the right to vote for the election of a union representative in the department of the enterprise where they are employed at the time of election.

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

Subclause 4. Exceptions

Subject to local agreement, possibilities other than those described in subclauses 1, 2, 3 and 5 may be agreed for election of a trade union representative.

Such local agreement shall be made in accordance with the provisions on local agreement (clause 28).

Subclause 5. Several occupational groups

If one or more occupational groups have elected a trade union representative, occupational groups with fewer than 6 employees may choose to join another occupational group for the purposes of election of a trade union representative if the occupational groups agree thereon.

Subclause 6. Approval of election

The election shall not be valid until it has been approved by the union, and the Association of Danish Wood and Furniture Industries has been notified thereof. Protection of the trade union representative shall take effect once the election has taken place provided the employer has been notified in writing of the name of the elected representative no later than the day after the election. If such written notification is received later, the protection shall not take effect until the written notification has been received.

Subclause 7. Limitation of number

If special circumstances make it inappropriate to elect trade union representatives for each department, the Association of Danish Wood and Furniture Industries may request proceedings under the rules for handling industrial disagreements with the aim of simplifying and thereby making local negotiations more efficient and seeking any annoying trade boundaries removed.

Subclause 8. Objection

Should the Association of Danish Wood and Furniture Industries find an election of trade union representatives to have been made in contravention of the Collective Agreement, the Association of Danish Wood and Furniture Industries shall be entitled to object to the election to the union.

The Association of Danish Wood and Furniture Industries shall use its right to object no later than 3 weeks from receiving notification about the election from the union. In that case, the matter will not be deemed to be settled until the proceedings under the rules for handling industrial disagreements have been concluded.

The proceedings under the rules for handling industrial disagreements shall be concluded within the time limits of chapter J.

Newly admitted enterprises shall inform the Association of Danish Wood and Furniture Industries of the names of elected trade union representatives and health and safety representatives. This information shall be passed on to the unions.

Subclause 9. Increase of number

If the employees of an enterprise consider themselves entitled to increase the number of trade union representatives, cf. above, an election may not be validly established before the enterprise's management has been informed in writing, and this management no later than 3 working days hereafter in writing to the existing trade union representative has indicated whether it wishes the increase handled under the rules of industrial disagreements.

This request for industrial procedure must be brought by the Association of Danish Wood and Furniture Industries to 3F under the rules for handling industrial disagreements, cf. clause 46 (8).

Subclause 10. Spokesperson

In enterprises where a trade union representative has not been elected, employees may give power of attorney to a colleague (spokesperson) in specific matters to enter into, and terminate local agreements with management.

The spokesperson must be a member of 3F and have been given power of attorney by more than half of the electoral basis.

If a spokesperson has not been elected, local agreements that do not deviate from the collective agreement may also be concluded with the agreement of more than half of the employees covered by the local agreement at the time of the agreement.

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

Subclause 11. Union club

If the employees unite to form a union club, the trade union representative shall be the chairman.

If the employees make agreements relating to work or other enterprise matters, such agreements may not be contrary to existing Collective Agreements.

Clause 47. Trade union representative training

Subclause 1. Time off for training

The trade union representative is entitled to time off from work for up to 20 working days per year for participation in courses organised by the trade union. Notice of participation in courses of 1-week's duration or more must be given soonest possible, and at least 3 weeks before the start of the course. Short-term courses must be notified by at least 1 week before the start of the course.

Subclause 2. Course for newly elected trade union representatives (TekSam)

Newly elected trade union representatives shall be offered a 2 x 2-day training and cooperation programme. Union representatives are entitled to attend such course as soon as possible and no later than 18 months after their election.

In connection with the trade union representative's attendance, the employer contributes payment corresponding to the loss of income that the union representative has suffered.

Subclause 3. Temporary provision

Trade union representatives elected in the last five years, from March 1, 2023, who have not already participated in a course, may, notwithstanding the deadline in subclause 2, participate in a course until the end of the current collective agreement period (2023-2025).

Subclause 4 Vocational update of outgoing trade union representatives

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

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

The employee shall receive wage in accordance with clause 20, 3rd paragraph (accident, full wage excluding nuisance allowance) during the vocational update. It is a prerequisite that statutory compensation for loss of wage can be granted for the update. This compensation is paid to the employer. Vocational update may be supported by TMKF or according to TMKF's rules.

Subclause 5 Health and safety representatives' attendance of relevant health and safety courses

By agreement with the employer, the health and safety representative may be given the necessary time off to attend in the union's relevant health and safety courses.

Entitlement to attend the union's health and safety courses shall neither affect rights nor obligations in relation to the health and safety training stipulated by law.

The parties agree that attendance of the voluntary health and safety courses of the union shall not release payment pursuant to section 10 (1) of the Working Environment Act.

Clause 48. The duties of the trade union representative

Subclause 1. Cooperation

The trade union representative and the management are both under an obligation to promote peaceful and good cooperation in their relations with their organisations and in the relations between the local parties in the enterprise, and not obstruct the organisation of the enterprise and its employees.

Subclause 2. The electoral basis

The trade union representative represents the employees who constitute his/her the electoral basis and any joined employee(s), cf. clause 46 (5). In connection with local negotiations, both the trade union representative and the management shall be authorised to make agreements which are binding on all employees.

The trade union representative is solely required to submit (individual) complaints, recommendations and suggestions from members of 3F. Local negotiations and enforcement of the Collective Agreement, etc. (collective rights) take place for all employees.

Subclause 3. Participation of the local branch

If the trade union representative's communication with management does not result in a satisfactory arrangement, the union representative shall be free to ask his/her organisation to deal with the matter, but the work shall continue undisturbed pending the result of the organisations' consideration of the matter.

Subclause 4. Access of the local branch

Subject to prior agreement, a representative of the local branch may visit the enterprise to discuss local matters with management. For details see clause 53 (2) of this Collective Agreement.

Subclause 5. Employments and dismissals

In the event of any forthcoming employments or dismissals, the trade union representative shall be kept as fully informed thereof as possible and shall moreover have a right under the rules for handling industrial disagreements to present a complaint against any unreasonable circumstances in connection with employments and dismissals.

The trade union representative must be given the opportunity to meet with newly hired employees during working hours. The purpose of the meeting is to inform about the trade union representative's cooperation with the enterprise and the possibility of membership of the organisations. For example, a meeting can be set up in connection with an introduction day for new employees in the enterprise, when an enterprise has hired a certain number of new employees or with a fixed frequency.

Subclause 6. Duty to notify

When the trade union representative must leave his/her work in order to carry out union duties, he/she shall notify management in advance.

Subclause 7. Health and safety issues

In enterprises where an internal safety organisation is not required, the trade union representative may present complaints and make recommendations to the employer concerning occupational health and safety issues.

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

In enterprises with a health and safety committee, complaints should first be submitted to that committee for consideration. If no solution is found, the complainant shall, through his/her organisation, submit a request for consideration by the organisations. The request shall be accompanied by the minutes of the consideration by the health and safety committee. The trade union representative(s) for the area concerned shall be informed of the request for consideration.

Subclause 8. Wage statistics

The enterprise is obliged to compile and hand out annual wage statistics. Including wage levels and wage developments.

Quarterly wage statistics shall be handed to the trade union representative(s) if there is local agreement thereon.

Subclause 9. Equal pay

Referring to Appendix 15.

Subclause 10. IT facilities

The trade union representative and the health and safety representative shall have the necessary access to IT facilities, including the Internet, to carry out their duties.

Subclause 11. The rights, duties and tasks of the trade union representative

In addition to parts of Chapter I of the Collective Agreement, the trade union representative's rights, duties and tasks are mentioned in the following provisions:

- Clause 10 (2) Wages at reduced working capacity
- Clause 28 Local agreements
- Chapter C Overtime, clauses 11 (2), 16 (1) and 17 (4)
- Clause 53 Local negotiations
- Clause 63 Træets Uddannelses- og Udviklingsfond (TUUF - Training and Development Fund of the Wood Industry)
- Clause 72 Temporary employees
- Clause 74 Piecework
- Appendix 7 (5) Employment on staff conditions of some kind
- Appendix 17 Local cooperation
- Appendix 22 Temporary agencies
- Appendix 24
- Appendix 26

The list is not exhaustive.

Clause 49. Meetings with management.

Subclause 1. Cooperation committee

The organisations agree that employees and management in the individual enterprise shall cooperate to modernise the enterprise and promote its production.

Where - regardless of the reason – a cooperation committee has not been established in accordance with the Collective Agreement between the central organisations in force from time to time, management shall call in the trade union representative 6 times a year at the request of the union representative to discuss production engineering and similar matters and provide information on the financial prospects and the future employment situation of the enterprise. Extraordinary meetings may be held whenever a request is made by either party, specifying the matters to be discussed.

Subclause 2. Cooperation committee meetings - wage

As regards any meetings according to the Cooperation Agreement, meetings as mentioned in subclause 1, meetings called by management, and when management otherwise engages the trade union representative in matters concerning the enterprise and the employees, the union representative shall receive full wage and overtime allowance for any time that might be outside his/her daily working time.

Subclause 3. Remuneration of trade union representative

If agreement has been made locally with a trade union representative/senior trade union representative on full or partial remuneration, the agreement shall be transferred to the successor unless a new agreement is made.

Such local agreements may be terminated in accordance with clause 28.

Clause 50 Dismissal of trade union representative, etc.

Subclause 1. Compelling reasons

Any dismissal of a trade union representative shall be for compelling reasons, and management shall give him/her 5 months' notice.

If, however, a trade union representative has acted as such for a continuous period of at least five years, he/she concerned shall be entitled to 6 months' notice.

Subclause 2. Shortage of work

If the dismissal is due to shortage of work, the obligation to give notice as set out in subclause 1 shall not apply. In such cases the trade union representative shall have a right to 56 days' notice unless he/she is entitled to a longer period of notice under clause 39, the rules of which cover the person concerned.

Subclause 3. Rules for handling industrial disagreements

If an employer finds there are compelling reasons for dismissing a trade union representative pursuant to subclause 1, this employer shall contact the Association of Danish Wood and Furniture Industries, which may then raise the matter in accordance with the rules for handling industrial disagreements.

In that case, the conciliation meeting shall be held not later than 14 calendar days after receipt of the request for conciliation, and the procedure under the rules for handling industrial disagreements shall proceed without delay.

If agreement is not reached at the conciliation meeting, and the employer wants to proceed with the matter, or if agreement on the dismissal is reached at the conciliation meeting, formal notice shall be given to the trade union representative at the meeting. In both situations, the period of the notice shall be counted from the date of the conciliation meeting.

Subclause 4. Justification of the dismissal

The trade union representative's employment cannot not be interrupted during the notice period until the justification of the dismissal has been tried under the rules for handling industrial disagreements.

Subclause 5. Speeding up the handling of the industrial disagreement

The organisations agree that the dismissal of trade union representatives on the ground of shortage of work shall be dealt with without delay under the rules for handling industrial disagreements to ensure that the proceedings under such rules are, as far as possible, concluded before the expiration of the period of notice.

Subclause 6. Loss of electoral basis

A trade union representative elected during a period with a larger number of employees shall cease to be a trade union representative if the number of employees is 6 or less for a period of 3 months and management states in writing that it does not want the trade union representative position to be maintained.

Subclause 7. Outgoing trade union representatives

An employee who ceases to be a trade union representative after having acted as such for at least one year, and who continues to be employed by the enterprise, shall be entitled to 6 weeks' notice in addition to his/her individual notice if this employee is dismissed within 1 year of his/her resignation as trade union representative.

Note
For salaried employments in accordance with appendix 5, the parties agree, with the extended notice, to deviate from clause 2 of the Employers' and Salaried Employees' Act that the salaried employee shall resign at the end of a month, and that this deviation is in favour of the employee.

This rule of subclause 7 shall apply only to trade union representatives who have resigned.

Subclause 8. Elected employee representatives

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

shall be subject to the same dismissal rules as trade union representatives, except subclause 7.

Subclause 9. Leave

At statutory leave pursuant to current law, elected employee representatives maintain their positions of trust.

Clause 51. Senior trade union representative

Subclause 1. Election

In enterprises where several trade union representatives have been elected, the union representatives may elect from among themselves a senior trade union representative *(*senior shop steward*)*, who can represent all employees in relation to management in common matters such as working time, holidays and days off, welfare issues etc.

Management shall be informed in writing of the election of a senior trade union representative.

Subclause 2. The duties of the senior trade union representative

The senior trade union representative may participate in the consideration of matters concerning the normal duties of the individual trade union representatives within their respective departments provided management or the affected union representatives so wish.

Subclause 3. Several departments

In enterprises with several departments in the same town and with elected trade union representatives, a senior trade union representative may be elected to represent all departments.

Clause 52. Substitute for the trade union representative

Subclause 1. Substitute

If a trade union representative is absent due to sickness, holidays, course attendance or suchlike, a substitute may be appointed according to agreement with management. A substitute thus appointed shall enjoy the same protection as the elected trade union representative during the period in which the substitute is functioning, provided he/she meets the provisions of clause 46 (3).

Subclause 2. Extended operations

In case of extended operations, the trade union representative may implement election of a spokesperson for the shifts on which he/she is not working, and which include at least 10 members of the union. Such spokesperson may seek to resolve any disagreements on behalf of the union representative and, if necessary, submit the matter to the union representative. The name of such spokesperson shall be submitted to the management immediately.

In case of dismissal of such spokesperson, he/she is entitled to 20 weeks' notice regardless of seniority.

Chapter J Rules for handling industrial disagreements

Clause 53. Local negotiations

Subclause 1. Local negotiations

In the event of industrial disagreement, attempts shall be made to settle such disagreement by negotiation between the parties in the enterprise. The negotiations shall be commenced and finished as soon as possible.

Subclause 2. Attendance by the local branch

If the trade union representative finds it necessary, or if a union representative has not been elected at the enterprise, a representative of the local union or unions may be called in for the local negotiations by agreement with management.

Subclause 3. Binding agreements

The representatives of the local parties shall be authorised to make binding agreements.

Subclause 4. No trade union representative elected

In the event of industrial disagreement of an individual nature in enterprises with no elected trade union representative, the employee whom the disagreement concerns, may request the assistance of a representative of the local 3F branch during the local negotiation.

Subclause 5. Minutes – local negotiation

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

Subclause 6. Equal pay

Referring to appendix 15.

Clause 54. Conciliation meeting

Subclause 1. Disagreement – local negotiation

If agreement cannot be reached by local negotiation, the respective organisations may request that the matter be referred to conciliation.

Subclause 2. Request for conciliation

The request for conciliation shall be in writing and contain a brief description of the disagreement so the subject of the conciliation meeting appears clearly from the request. Minutes of the local negotiations shall be enclosed.

The organisations agree that departure from this rule shall only be permitted in special circumstances.

Subclause 3. Notice periods – local agreements etc.

If a conciliation meeting has been requested in accordance with of the provisions of clause 28 of this Collective Agreement concerning notice of termination of local agreements, customs or regulations, the

request for a conciliation meeting shall have been received by the opposing organisation within the periods of notice stated in clause 28.

Subclause 4. Holding of the meeting

The conciliation meeting shall, to the extent possible, be held at the enterprise in which the disagreement arose.

Subclause 5. Deadline for meeting

The conciliation meeting shall be held as soon as possible and no later than 3 weeks after the request for conciliation was received by the opposing organisation.

The deadline may be departed from by agreement between the organisations.

Cases of dismissal

In cases of dismissal, a conciliation meeting shall be held no later than 1 week after receipt of the conciliation request by the opposing organisation unless otherwise agreed.

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

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

Subclause 6. Conciliators

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

Subclause 7. Minutes – conciliation meeting

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

Clause 55. Organisational meeting

Subclause 1. Disagreement - conciliation meeting

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

Subclause 2. Request for organisational meeting

A written request to this effect shall be submitted to the opposing organisation no later than 2 weeks after the conciliation meeting.

Subclause 3 Implementation of the organisational meeting

The organisational meeting shall be held in DIO 1’s meeting rooms as soon as possible and no later than 3 weeks after the request was received by the opposing organisation.

The deadline may be departed from by agreement between the organisations.

Subclause 4. Representatives at the organisational meeting

The organisational meeting shall be attended by at least two representatives of either party, one of whom shall chair the negotiations on behalf of his/her organisation.

The negotiations cannot normally be chaired by the conciliators in the matter in question.

The parties directly involved in the matter shall be under an obligation to attend the organisational meeting unless extraordinary circumstances are involved.

A plenary meeting shall be held if requested by either party.

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

Clause 56. Industrial arbitration

Subclause 1. Industrial arbitration

If the disagreement is not settled at the above-mentioned industrial procedures, and the matter concerns the interpretation of a collective agreement or an agreement concluded by the parties, it may be referred to industrial arbitration if one of the organisations so requests.

Subclause 2. Deadline – industrial arbitration

The organisation that wants to proceed with the matter shall no later than 2 weeks after the conciliation meeting/organisational meeting submit a written request for industrial arbitration.

Such deadline may be departed from by agreement.

Subclause 3. The court of arbitration

The court of arbitration shall consist of 5 members:
1 chairman/umpire and 2 representatives of each party.

Subclause 4. Umpire

The organisations shall jointly request an umpire outside their own group to assume the office of chairman of the court of arbitration.

If the organisations fail to agree on a chairman/umpire, they shall as soon as possible request the Danish Industrial Court to appoint one. The application to the Danish Industrial Court shall state the names of the persons proposed during the negotiations between the organisations.

Subclause 5. Time of arbitration

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

Subclause 6. Deadline - complaint

No later than 30 working days before the hearing, the claimant shall submit to the opposing party and the chairman of the court a written complaint accompanied by copies of the documents to be produced.

The complaint shall be deemed to have been received in time if it is received by the opposing organisation by 16:00 no later than 29 full working days – excluding Saturdays – before the hearing.

If an organisation claims delay with the complaint in industrial arbitration, this must be notified to the opposing party as soon as possible and no later than by 16:00 on the due date, and another deadline may be agreed upon.

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

Subclause 7. Deadline - defence

The organisation complained against shall as soon as possible, and no later than 20 working days before the hearing submit to the complaining organisation and the chairman of the court its defence accompanied by copies of the documents to be produced.

The defence shall be deemed to have been received in time if it is received by the complaining organisation by 16:00 no later than 19 full working days – excluding Saturdays - before the hearing.

If an organisation claims delay with the defence in industrial arbitration, this must be notified to the opposing party as soon as possible and no later than by 16:00 on the due date, and another deadline may be agreed upon.

If the defence is not received in time, the matter shall be settled based on the information stated in the complaint and the records of the proceedings.

A reply and a rejoinder may be exchanged and, in that case, shall have been received by the opposing party no later than 16:00 14 and 11 full working days, respectively, excluding Saturdays before the hearing.

If one of the organisations wishes to carry out questioning, the complaint or defence must state whom the organisation wishes to question.

If material appears at the hearing that one of the parties wants to present despite protest, the chairman of the court decides whether or not the material shall be included in the assessment of the case.

Subclause 8. Litigator

At the hearing, the matter shall be argued orally by a representative of the organisation. He/she cannot also be a member of the court.

Subclause 9. Procedure

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

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

Subclause 10. Award

If the vote does not result in a majority for a decision, the chairman of the court shall, as umpire, determine the matter alone in a reasoned award, in which, if necessary, the question of the court's competence shall also be determined.

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

Clause 57. Negotiation meeting

If a request for referral of a disagreement to industrial arbitration or to the Dismissal Tribunal in accordance with clause 4 of the Main Agreement has been made in time, a negotiation meeting between the organisations, which are parties in the case, may be held whenever requested by either party.

In the case of disagreements having led to a decision to issue a notice of a strike or lockout, any requested negotiation meeting must be held.

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

Clause 58. Organisational committee meeting

Subclause 1. Organisational committee

Any disagreement between the organisations concerning the interpretation of principles involved in the Collective Agreement and similar agreements may be negotiated directly by a committee authorised by the organisations.

An organisational committee meeting may be requested by either party to the Collective Agreement.

Subclause 2. Fundamental decisions

If either party to the Collective Agreement finds that a decision in a local disagreement may affect the fundamental principles underlying the whole area covered by the Collective Agreement, a request for handling of the disagreement by an organisational committee meeting may be made.

If the request cannot be accepted, the request shall be deemed to be a request for conciliation.

Subclause 3. Minutes – organisational committee meeting

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

Subclause 4. Industrial peace

If an employer or employees find there is a risk of industrial unrest, discussions (conflict resolution meetings) between the parties to this Collective Agreement and the local parties shall be initiated immediately at the request of DIO1 or 3F. The purpose of the discussions is to assess the reason for the disagreement.

If DIO1 or 3F deems it expedient, the organisations shall convene for a follow-up meeting by request as soon as possible and no later than within 5 working days - as far as possible at the enterprise. This provision shall not alter the general rules for handling industrial conflicts, cf. the relevant provisions of the Main Agreement.

Note
The provision relates to the organisations which are direct co-signatories to this Collective Agreement.

Chapter K. Other provisions

Clause 59. Accidents, factory shutdown, etc.

If unforeseen accidents occur that cause factory shutdown, the wages of the employees may not be reduced for the day the shutdown occurs, but they shall be obliged to perform other odd jobs within the enterprise's area. In relation to employees in shift operation, the corresponding analogue rule applies.

Clause 60. Payment of wages

Subclause 1. Pay period

The pay period is two consecutive weeks. Wages shall normally be paid on the first Thursday after the end of the pay period unless local agreement on another arrangement has been reached. The calendar week starts on and include Monday thru and including Sunday.

In the special cases where wages are paid in cash, such payment shall take place during working hours.

Subclause 2. Payslip

In connection with each payment, the enterprise delivers to each employee an adequate wage specification, which, in addition to the ordinary wage information, shall contain all information about earned holiday allowance and earned and used holidays.

Subclause 3. Electronic documents

The enterprise may, in full discharge of liabilities, submit payslips and any other documents that are to be exchanged during or after the current employment relationship, through the electronic mail solutions available such as e-Boks or by email.

If the enterprises want to use this option, the employees must be notified 3 months before unless otherwise agreed. Upon expiry of the notice, employees who are unable to make use of the electronic solution, may obtain the relevant documents upon request to the enterprise.

Subclause 4. Resigned employees

The remaining wage of resigning employees shall be paid on the following normal payday.

Subclause 5. Monthly payment of wages

Wages can be converted to monthly payment.

If an employer wishes to reorganise the payment of wages, the employees must be consulted. If the employer finds he/she is unable to meet the wishes of the employee, the employer determines the payment method, considering the enterprise's interests. The payment can be reorganised at 2 months' notice.

The monthly wage is transferred to a bank account and is available to the employee on the last banking day of the month at the latest.

In connection with transition to payment per month, the employee may request an advance amount, corresponding to the net wage that the employee in question would have received in the next pay period, unless otherwise agreed.

The requested advance amount shall be paid at the time when the 14-day wage is not paid in full for the first time. The amount shall be repaid by deduction over the following 12 months with 1/12 of the advance amount per month, unless otherwise agreed. The remaining amount, however, shall be deducted from the last wage if the employee resigns.

Subclause 6. Time reporting

Whenever necessary for the interest of the enterprise, the employer is entitled to request reporting on the time spent on each piece of work. Misuse of this entitlement may be pointed out by the trade union and handled according to the rules of industrial disagreements.

Clause 61. Extra days off

The employee is entitled to five extra days off within a holiday year. The right to take the extra holidays applies:

a) To everyone who has been employed in the enterprise continuously for 9 months.

If an employee has been employed for 9 months on August 31, he/she is entitled to five extra days off in the holiday year ending on the same day. Thereafter, he/she is entitled to five new extra days off in the following holiday year, which begins on September 1.

b) Extra days off shall be converted into and taken as hours within the holiday year.

c) The extra days off shall be remunerated as sick days.

d) Extra days off shall be scheduled in accordance with the same rules that apply to remaining holidays, cf. the provisions of the Danish Holiday Act. This does not apply to extra days off in a notice period if the enterprise has given notice to the employee.

e) Upon the employee's resignation, the enterprise shall be obliged to state the number of unpaid extra days/hours off, for instance in the last payslip.

f) If the extra days off have not been used within the holiday period that relates to the expiry of the granted extra days off, the employee shall be entitled to claim compensation corresponding to sick pay for each unused extra day off. The claim shall be made within 3 weeks. The compensation shall be paid in connection with the next payday.

g) Compensation for non-taken extra days off shall be included in the wage qualifying for holiday, but no pension is to be calculated from the compensation.

h) Irrespective of job change, the employee may take no more than 5 extra days off in each holiday period originating in the granted extra days off.

Note
The provisions on extra days off are included in the Free Choice Account, clause 37.

Clause 62. DA/LO Training Fund

To the training fund established by the main organisations, the employer shall pay DKK 0.45 per performed hour for employees employed by the enterprise and covered by this Collective Agreement. The contribution is collected according to the provision of the main organisations. With effect from January 1, 2022, this amount shall be increased to DKK 0.47 per performed hour of work.

Administration charge - accession agreement

For employers for whom the Collective Agreement is not directly applicable, the Board of Directors of Træets Uddannelses- og Udviklingsfond (the education and development fund of the wood industry - TUUF) shall fix an administration charge as a percentage supplement to the training contribution paid.

Clause 63. Træets Uddannelses- og Udviklingsfond (TUUF)

Subclause 1. Finance

For TUUF, the employer pays for employees of the enterprise who are covered by the Collective Agreement:

As per March 1, 2020 – DKK 0.685 pr. hour

As per July 1, 2023 – DKK 0.785 pr. hour

Of this amount DKK 0.20 is used for remuneration of trade union representatives and for training of newly elected union representatives, further development and training for the benefit of cooperation between employers and union representatives. See appendix 17.

The payment obligation is independent of whether the Collective Agreement applies directly or is enforced by an accession agreement.

Subclause 2. Administration charge - accession agreement

For employers for whom the Collective Agreement is not directly applicable, the Board of Directors of Træets Uddannelses- og Udviklingsfond (TUUF) shall fix an administration charge as a percentage supplement to the training contribution paid.

Clause 64. Træ- og Møbelindustriens Kompetencefond (TMKF)

Subclause 1. Financial support

a) The enterprise shall pay DKK 520.00 annually per employee covered by the Collective Agreement.

b) Calculation basis. The contribution shall be calculated based on pensionable wage bills.

c) The amount shall be paid to Træets Uddannelses- og Udviklingsfond (TUUF).

d) The amounts may be converted and collected as a percentage of the pensionable wage.

Subclause 2. Loss of wage - support

The employee may apply to Træ- og Møbelindustriens Kompetencefond (TMKF) for support for training covered by clause 69. This means that support will not be granted for training for which the employee receives all or part of his/her wage.

Support for partial coverage of employees' loss of wage during self-elected training can at the most amount to 85% of the pensionable wage including any public wage loss compensation.With effect from September 1, 2023, the above 2nd paragraph shall be replaced by the following:

Support to partially cover employees' loss of wage in connection with the training, but not more than an amount which, together with any public wage loss compensation, amounts to 100% of the wage calculated, cf. clause 20(3) of the Wood and Furniture Agreement (full wage excl. nuisance allowance).

Employees on shifts pursuant to clause 7 of the Wood and Furniture Agreement also receive a supplement of 100% of the supplement in accordance with clause 7, clause 6.2 per hour of absence with shift allowance, in accordance with detailed guidelines laid down by the board of TMKF.

Subclause 3. Training committee - employer

Enterprises with more than 100 employees covered by the Collective Wood and Furniture Agreement and with an established training committee may set up a development fund according to guidelines established by Træets Uddannelses- og Udviklingsfond.

Subclause 4. Administration charge - accession agreement

For employers for whom the Collective Agreement is not directly applicable, the Board of Directors of Træets Uddannelses- og Udviklingsfond shall fix an administration charge as a percentage supplement to the training contribution paid.

Clause 65. Apprentices' training

None of the parties may adopt provisions that may counteract the employment, training and professionalism of apprentices in their vocation. About apprentices' wages, etc., see relevant chapter.

Clause 66. Employment conditions similar to salaried employees

Employment conditions similar to salaried employees may be introduced according to the guidelines in appendix 7.

Clause 67. Work contracts, employment agreements, kilometre allowance at outwork and work abroad

Subclause 1. Work contracts

Any work contracts may not be in contravention of this Collective Agreement and shall expire in the event of a recognised strike or lockout without the work contracts needing to contain provisions relating to this.

Subclause 2. Employment agreements

For employments over 1 month with an average weekly working time of more than 8 hours, an employment agreement shall be drawn up. This shall be handed out no later than 1 month after the employment relationship commenced.

The employment agreement shall contain at least the same information as stated in the employment contract in appendix 6.

In the event of changes to the information specified in appendix 6, the employee must be notified in writing as soon as possible and no later than 1 month after the change has come into effect.

The parties recommend that the employment contract printed in appendix 6 be used.

If the employment agreement has not been delivered to the employee in connection with the expiry of the deadlines stated in subclause 1, subclause 2 or the note, the employer may be required to pay a fine. The employer must be made aware of the violation. If the matter has not been settled within 5 working days, a complaint must be filed in writing to DIO 1/the Association of Danish Wood and Furniture Industries. If the deficiencies of the employment agreement have been corrected within 5 working days of receipt in DIO 1/the Association of Danish Wood and Furniture Industries, the employer shall not be required to pay a fine unless there is systematic breach of the rules on employment agreements.

In any case, the above information about the employment relationship shall be handed out to the employee within 15 days of the claim being raised.

The following subclause 2 replaces the above subclause 2 as of 1 July 2023, when the Danish legislation implementing the Working Conditions Directive enters into force.

When hiring, an employment agreement must be drawn up. This is issued no later than 7 calendar days after the start of employment, including the first day of employment. However, certain information may be provided no later than 1 month after the start of employment, cf. clause 4 of Appendix 11 "Organisational agreement on the implementation of the Working Conditions Directive".

The obligation to draw up an employment agreement applies to employees with an agreed or actual average weekly working time of more than 3 hours per week in a reference period of 4 consecutive weeks, and when hiring employees without a guaranteed number of hours or guaranteed amount of work.

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

The employment agreement must contain at least the same information as highlighted in the agreement, reprinted as Appendix 6.

The employer must inform in writing of changes in information pursuant to subclause 1 and information pursuant to clause 67(2) of the collective agreement as soon as possible and no later than the day on which the change takes effect. However, this does not apply to changes that merely reflect a change in laws, regulations or statutory provisions or collective agreements to which the employment agreement refers.

If the information has not been disclosed to the employee in connection with the expiry of the above deadlines, the employer may be required to pay a fine. Violation must be reported to the employer. If the alleged matter has not been rectified within 5 working days, a case must then be filed in writing with DIO 1/ The Association of Danish Wood and Furniture Industries. If defects in the employment contract are corrected within 5 working days from receipt by DIO 1/ The Association of Danish Wood and Furniture Industries, the employer cannot be required to pay a penalty, unless there is a systematic breach of the provision on employment agreements.

In all cases, the worker must be provided with the above information on the employment relationship within 15 days of the claim being raised.

Note:
These provisions will enter into force on the same date as the Danish legislation implementing the Working Conditions Directive.

If an employee who was employed before the effective date wishes an employment agreement to be drawn up in accordance with subsection (2) and makes a request to this effect, the employer must provide the necessary documents no later than 8 weeks after the request has been received, possibly in electronic form, cf. section 60(3) on electronic documents.

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

Subclause 3. Travel work abroad

When employees are deployed abroad, including the Faroe Islands and Greenland, a written agreement shall be made prior to the commencement of the journey, setting out working hours, pay and working conditions, transport*, the currency in which the wages is to be paid, any allowances in cash or kind during the stay, including board and lodging, the duration of the work to be performed abroad, any insurances taken out for the employee and terms and conditions in case of any subsequent continuation of the employment in Denmark.

* Transport shall mean the journey there and back as well as any local transport. Refer to appendix 10.

The following subclause 3 replaces the above subclause 3, as of 1 July 2023, when the Danish legislation implementing the Working Conditions Directive enters into force:

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

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

b. Working time.

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

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

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

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

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

h. Any insurance policies taken out for the employee.

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

This provision supplements clause 67, subsections 1-3 of the Agreement.

Reference is also made to Appendix 10.

Subclause 4. Travel allowance for outwork for employees at permanent workplaces

The organisations understand outwork as temporary work outside the workshop/enterprise or workplace where the employee is employed and agree that the employee is free to decide whether to make his/her own vehicle available to the enterprise.

Driving outside working hours

a) When an employee temporarily, as per the above definition, is required to be present at a foreign workplace from the beginning of working hours and until the end thereof, driving time over 10 km is compensated with the personal hourly wage.

   Driving time is calculated as the time spent for driving the shortest distance between the employee's residence or enterprise address to the workplace with the distance being reduced by 10 km. Driving time shall be agreed before the work is carried out.

b) If the employee's own means of transport is used, allowance shall be paid per kilometre back and forth. The amount constitutes the current rate at the state tariffs for the use of own means of transport above DKK 20,000 per year, currently DKK 1.93 per kilometre driven. Allowance is paid for the shortest distance between the employee's residence or the enterprise's workshop to the workplace with the distance being reduced by 10 km.

c) At carpooling, passengers shall be paid in accordance with a). An agreement shall be reached about route and time allowing for appropriate collection of the individual passenger prior to the performance of the work.

Driving during working hours

a) When the employee, during working hours, uses his/her own vehicle for work-related driving, he/she is granted compensation per kilometre driven equivalent to the state tariffs for use of own means of transport under 20,000 km per year, as of January 1, 2023 DKK 3.73 per km.

b) Payment for ferry tickets and bridge and motorway tolls are paid by the employer.

Clause 68 Newly admitted enterprises

Enterprises, which at the time of their admission to the Association of Danish Wood and Furniture Industries have a collective agreement with 3F or the union's local branches shall, without any special termination of such agreement, be covered by this Collective Agreement from the next 1st of March after admission.

Subclause 1. Pension

Scheme for gradually increasing the pension contributions:

Newly admitted members of DIO 1 who, prior to their admission to DIO 1, do not have an established pension scheme for their employees within the scope of this Collective Agreement, or who have a pension scheme for the employees with a lower pension contribution, shall be entitled to require that the pension contribution be fixed as follows:

No later than from the time DIO 1 notifies 3F about the enterprise's admission to DIO 1 shall the employers' and the employee's contribution each amount to at least 20% of the collectively agreed contributions.

No later than after 1 year shall the contributions amount to at least 40% of the agreed contributions.

No later than after 2 years shall the contributions amount to at least 60% of the agreed contributions.

No later than after 3 years shall the contributions amount to at least 80% of the agreed contributions.

No later than after 4 years shall the contributions amount to at least the full contribution as collectively agreed.

Record of enterprise pension scheme

Newly admitted members of DIO 1 which prior to their admission have established an enterprise pension scheme for their employees within the scope of this Collective Wood and Furniture Agreement, may require that the existing enterprise pension scheme for the employees of the enterprise at the time of admission shall replace payment to Industriens Pension in accordance with the pension rules of the Collective Agreement.

No later than 2 months after the admission shall the continuance of the enterprise pension scheme be recorded between DIO 1 and 3F at the request of DIO 1.

At any time, the contribution to the enterprise pension scheme shall as a minimum correspond to the contributions to Industriens Pension provided for by this Collective Agreement.

The enterprise pension scheme cannot be extended to cover employees who are employed after the admission of the enterprise to DIO 1. For these employees, pension contribution according to this Collective Agreement shall be paid to Industriens Pension.

A condition for the continuance of an enterprise pension scheme is that it has existed for 3 years prior to DIO 1's notification to 3F about the enterprise's admission to DIO 1.

Subclause 2. Gradual increase of contributions to the Free Choice Account

1. Newly admitted enterprises to DIO I/ The Association of Danish Wood and Furniture Industries, which did not establish an Free Choice Account or similar scheme prior to admission, or which have an Free Choice Account or a similar scheme with lower contributions, may join the Free Choice Account of this Collective Agreement in accordance with the rules below. Enterprises which, prior to admission, had an Free Choice Account or similar scheme with the same contribution as clause 37(1 1 and 2 are not comprised by (2) – (4) below.
2. The enterprises may deduct from the pay, cf. clause 9, the contribution applicable at the time of admission to the Free Choice Account, cf. clause 37 (1 – 1 and 2), less 4.0 percentage points (as of March 1, 2024, 6.0 percentage points).
3. As from admission, the enterprises are obliged to pay contributions to the Free Choice Account according to clause 37 (1 – 1 and 2), less 4.0 percentage points (as of March 1, 2024, 6.0 percentage points), as well as contributions according to the escalation scheme below. If the enterprise does not want the escalation scheme, the full contribution shall be paid according to clause 37 (1 – 1 and 2).
4. As regards the 4.0 percentage points (as of March 1, 2024, 6.0 percentage points), newly admitted members to DIO I/ The Association of Danish Wood and Furniture Industries may require escalation as follows:

No later than at the time of DI's notification to 3F about the enterprise's admission to DIO I/ The Association of Danish Wood and Furniture Industries, the enterprise must pay 1.0 per cent (as of March 1, 2024, 1.5 per cent) in contributions to the Free Choice Account.

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

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

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

The escalation arrangement must be recorded between DIO I/ The Association of Danish Wood and Furniture Industries and 3F at the request of DIO I by entering a G in DIDO member data after the field called "Pensions", possibly within the context of adjustment negotiations, within two months of admission.

Any Free Choice Account or similar scheme in force at the time of admission shall expire and be replaced by the Free Choice Account of this Collective Agreement.

Subclause 3. Escalation of contributions to educational funds

New members of DIO I/The Association of Danish Wood and Furniture Industries may require that the contribution to Træets Uddannelses- og Udviklingsfond (TUUF), cf. clause 63 (1) shall be established as follows:

No later than from the date of DI's notification to 3F about the enterprise's admission to DIO I/ The Association of Danish Wood and Furniture Industries, the enterprise shall pay 25% of the collectively agreed contribution.

No later than 1 year after shall the payment constitute at least 50% of the agreed contribution.

No later than 2 years after shall the payment constitute at least 75% of the agreed contribution.

No later than 3 years after shall the payment constitute at least the full agreed contribution.

The escalation arrangement must be recorded within two months of admission between DIO I/ The Association of Danish Wood and Furniture Industries and 3F at the request of DIO I, by entering a U in DIDO member data after the field called "Pensions". The escalation arrangement may be recorded within the context of adjustment negotiations.

Clause 69. Education

Subclause 1. Competence development

The organisations agree that employees in the enterprises should have access to the necessary continuing and in-service training with the aim of increasing the workforce's vocational qualifications and adjustment to the technological development.

Against this background, enterprises and employees are encouraged to plan educational and training activities based on the industry's course offerings. Skills development is an important part of the enterprise's staff policy. Skills development is important to meet the enterprise's need for competent employees who can solve the tasks now and in the future, as well as to secure the value of the individual employee in the labour market.

Skills development should be seen in a broader context than participation in formal basic, continuing and in-service training, and includes an increased focus on the internal learning and development opportunities of the workplace.

Subclause 2. Self-elected education

The individual employee is entitled to 2 weeks of time off per year - with due consideration to the enterprise's production planning – for continuing or in-service training which is relevant for employment in the areas covered by the Collective Wood and Furniture Agreement, provided consent to support for training has been given pursuant to clause 64 if the employee has six months of seniority calculated as in clause 39.

Subclause 3. Unused education

Employees are entitled to use unused training, cf. subclause 2 from the preceding two calendar years. The oldest weeks shall be used first.

This, however, does not apply if the employee has given notice of termination or been given notice of termination, unless the enterprise and the employee have agreed on the period for training before the notice.

Subclause 4. Agreed education

At local agreement, the employer may apply for support from Træ- og Møbelindustriens Kompetencefond (the Competence Development Fund of The Association of Danish Wood and Furniture Industries) for planned training. Based on this, the employee and the employer may agree on a training plan, which includes non-used training according to subclause 1. The plan must be agreed and submitted to www.tmkf.dk according to the rules in the Organisation Agreement about Træ- og Møbelindustriens Kompetencefond.

Support may be applied for, for employees with 12 months' seniority in the enterprise, however apprenticeships cannot be included in this seniority. Support for agreed training shall replace support for self-elected training in the calendar years covered by the training plan.

However, employees who enter into a training agreement under the Vocational Training Act will continue to receive their previous wage in accordance with clause 9 of the Wood and Furniture Agreement.

When employees who enter into a training agreement, cf. the above, are sick, they are covered by the rule in clause 19 and 20 regarding illness and injury.

Subclause 5. Dismissal

Special rules on education shall apply in connection with dismissal in clause 39 (4).

Subclause 6. Training requested by the employer

If an employee attends a course requested by the employer, the attendance should be remunerated with the employee's normal wage.

Any reimbursement falls to the employer.

Clause 70. Labour market pension

Subclause 1. Employees comprised by pension contributions

Pension contributions shall be paid when the employee is aged 18 or over and has 2 months of seniority. The 2 months of seniority include seniority from other employments in the past 2 years during which the employee has worked under a collective agreement that includes a right and a duty to membership of Industriens Pension.

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

The pension contribution constitutes at least:

	Employer	Employee	Total
As per July 1, 2009	8.0%	4.0%	12.0%
As per June 1, 2023	10.0%	2.0%	12.0%

Subclause 2. Continued employment after State Pension age

If the employee is still in employment after reaching State Pension age, the employee may choose whether savings for pension should continue (if possible), or whether the pension contribution should be paid as wage on an ongoing basis.

The insurance coverage ceases when the employee reaches State Pension age.

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

Subclause 3. Pension contribution during maternity leave

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

The pension contribution constitutes:

	Employer DKK/hour DKK/month	Employee DKK/hour DKK/month	Total DKK/hour DKK/month
As per July 1, 2014	8.50/1,360	4.25/680	12.75/2,040

With effect from July 1, 2023:
During the 10 weeks of leave pursuant to clause 18(1), an additional pension contribution is paid to employees with 9 months' seniority at the expected time of birth:"

Pension is calculated on holiday allowance for employees who are entitled to a pension, cf. above.

	Employer DKK/hour DKK/month	Employee DKK/hour DKK/month	Total DKK/hour DKK/month
As per July 1, 2023	18.45/2,957	3.69/592	22.14/3,549

Subclause 4 Pension of holiday pay covered by holiday guarantee scheme

Pension shall be calculated on the holiday allowance for employees who are entitled to a pension in accordance with subclause 1.

Pension of holiday allowance covered by holiday guarantee scheme is calculated as holiday allowance is earned. It is therefore irrelevant that the holiday allowance is only taxed when it is paid to the employee.

Clause 71. Special rule for cabinetmaker work

At miscellaneous, furniture, wood products and model work etc., the master shall supply tools and bench.

If, during such circumstances, the journeyman shall supply his own tools apart from common tools – including saw files and bits – the following compensation per hour shall be given:

As per March 1, 2023	DKK 1.85
As per March 1, 2024	DKK 1.90

Clause 72. Temporary employees

The Association of Danish Wood and Furniture Industries and 3F agree that the Collective Agreement is an area agreement.

Therefore, temporary employees carrying out work at an enterprise at the enterprise's expense and risk under the enterprise's management authority, are covered by the Collective Agreement.

If the enterprise uses temporary employees, these are consequently subject to the provisions of the Collective Agreement, including local agreements for the work in question.

Prior to the work of the temporary employee in the enterprise, the requisitioning enterprise is obliged to inform the temporary agency of any applicable local agreements.

At the request of the requisitioning enterprise's union representative, the requisitioning enterprise shall inform this representative of the local agreements and practices the enterprise has stated must be complied with in relation to the work functions to be performed by the temporary staff in the enterprise.

Disagreement may be handled according to the rules of industrial disagreements.

This is to be understood with the following reservations: the job of the temporary employee is short-term; to a greater or lesser extent, the employee is also performing work in enterprises that are covered by other collective agreements than the TMI-3F Collective Agreement, and the temporary employee is not employed by the requisitioning enterprise but by the temporary agency.

This means, inter alia:

- Each employment relationship is regarded as an independent relationship, and seniority is not accumulated.

- If the temporary employee is covered by another labour market pension scheme, no labour market pension shall be paid to Industriens Pension.

- All staff administration, wage payment, absence due to sickness, holiday, Free Choice Account etc. shall be managed by the temporary agency according to the rules of the agency.

The enterprise shall, within a reasonable time – if the trade union representative so requires – state the number of temporary staff in current employment and the estimated amount of future temporary employment.

Local agreements

Local agreements on the use of temporary employees may be reached at the individual enterprise, in whole or in part setting out other rules.

Such local agreements shall be concluded in accordance with the provisions of clause 28 of the Collective Agreement.

Clause 73. Effective dates

Changes to the Collective Agreement, including rate changes, shall take effect from the beginning of the wage term which includes the agreed date of entry into force.

Chapter L. Special provisions for non-permanent workplaces

The remaining provisions of the Collective Agreement apply whenever there are no special provisions for non-permanent workplaces in this section.

Chapter L of the Collective Agreement covers all areas of the field of construction including carpentry, joining, aluminium façade, glazing and flooring work.

Clause 74. Piecework

Subclause 1. Piece rates

If one of the parties so wishes, all new carpentry and joining work, as well as flooring work, may be carried out as piecework according to the current price lists and applicable regulations agreed between Dansk Byggeri (The Danish Construction Association) and 3F.

For glazing works, the current price list as agreed between Glarmesterlauget (the Danish Glaziers Association) and 3F applies. For the glaziers' price list section 71, group 4 only 1.1. "bygningsarbejder" (construction work) applies.

Excluded from the price lists are inventory work (business premises, banks, etc.) as well as furniture work and work at industrial workshops.

Subclause 2.

a. Piecework basis

The scope of the piecework is determined in writing and signed by both parties before the work is commenced, if one of the parties so wishes.

As far as possible, the allocation refers to supplied and dated drawings and descriptions.

Any disagreement about an allocation may be dealt with according to the rules of industrial disagreements but does not affect the parties' right to work on a piecework basis.

b. Measured piecework accounts

The parties are entitled to, continually during work or at the end of the work, to let the total amount of work be measured according to current price lists.

The piecework account shall contain information about the price list's position numbers, quantity and rate.

Delivered piecework accounts shall be signed and handed in with delivery date.

The recipient shall acknowledge receipt of the accounts.

If, between the parties, accounts are exchanged based on the organisations' price lists, piece rate slips, or criticisms thereof, the work is considered carried out on a piecework basis.

c. Piecework agreements based on standard or estimated rates, etc.

If one of the parties wishes to enter into a piecework agreement based on standard or estimated rate, proposals - based on piecework accounts drawn up on the basis of the organisations' price lists and/or

piece rate proposals – shall be prepared and presented in writing to the counterparty before half of the work that the negotiation is about, is completed.

If the parties have not submitted a proposal for a standard piece rate or estimated piece rate before half of the work has been performed, the work will not be performed on a piece rate.

The counterparty acknowledges receipt and must respond in writing to the proposal within 10 working days.

The date of receipt is not counted in the above-mentioned deadline.

Subsequently, proposals and replies are negotiated between the parties. If no reply is received within the said deadline, the proposal is valid.

A piecework agreement on a standard or estimated rate must be in writing and signed by both parties.

Failure to reach agreement shall be settled in accordance with rules for handling industrial disagreements.

In case of disagreement between the enterprise and the employees after the parties have exchanged proposals based on standard or estimated piece rates, etc., an account based on the price lists, prepared by the employees and the enterprise's basis of calculation must be presented. This will form the basis for resolving the disagreement by conciliation.

d. Piece rate

If one of the parties so wishes, a piece rate agreement can be made for piecework that cannot be deduced from the price lists agreed between the organisations.

Proposals for this shall be made in writing to the counterparty during the course of the work, and the counterparty shall within 5 working days reply to the proposal in writing after which the proposal and replies shall be negotiated between the parties. The parties are obliged to acknowledge receipt.

If no response is received within the aforementioned 5 working days, the proposal is considered approved. The date of receipt is not counted in the above-mentioned deadline.

Failure to reach agreement shall be determined in accordance with rules for handling industrial disagreements.

Requests to this effect must be made within 2 months of receipt of the claim.

e. Local agreements

At piecework, for work that cannot be fully or partly deduced from the price lists agreed between the organisations, a local agreement can be concluded between the enterprise and the employees.

A local agreement shall be in writing and signed by both parties to be effective.

The parties to the agreement may mutually terminate the local agreement pursuant to clause 28.

f. Written notes

When a message to a working team regarding working conditions has been given in writing to the union representative/employee representative, it is considered to be brought to the knowledge of the team. The union representative/employee representative is required to pass the message to the work team.

g. Repair work

It is a precondition that access to piecework does not impede the execution of repair work in the usual way, and employees on piecework cannot refuse to interrupt the piecework to perform repair work.

However, reasonable consideration should be taken not always to remove the same employees from the piecework.

h. Other preconditions than the price list

If, at piecework, wall and/or roof cassettes or similar constructions are manufactured under conditions other than those described in the general and special provisions of the price lists, the local parties shall, prior to the commencement of the work, agree on the deduction on a case-by-case basis after inspection of the conditions at the workplace.

A precondition for deduction is the provision of the tools that are different from the tools made available on a construction site.

i. Non-performance-based wage

An agreement can be concluded between the employer and the employee that the work is carried out on a non-performance-based wage.

Subclause 3.

a. Binding agreements

An agreement between the employer and the employees is mutually binding.

b. Dismissal of employees during piecework

An employer cannot, without demonstrable reason, dismiss employees before the job is completed. If this is done, the employee must have the piecework amount paid in full.

c. Departure during piecework

If an employee leaves a job on a piece rate in which 2 or more employees participate, any surplus, in addition to the paid amount, shall fall to the other participant(s).

d. Criticism of the work at departure during piecework

Pursuant to the provision in clause 74 (7, item. 4 and 5), the employer is entitled to criticise a job that, in case of departure during piecework, is not taken over by the remaining journeymen in the piecework, and which has not been criticised pursuant to clause 74 (7, item 1, 2 or 3).

e. Piecework in deficit

The employer is entitled to calculate and settle the piecework if the employer has documented that, at the statement date, employees' earnings per hour are less than the minimum wage. Then the parties shall be released from the agreement.

f. End of piecework

Unless otherwise agreed, the employment shall expire without notice when the piecework has been completed.

g. Upscaling and downscaling of piecework manning

The employer or his/her representative may, when deemed necessary or appropriate, increase or reduce the number of other employees working on the piecework.

The union representative/employee representative cannot independently hire or dismiss but has a right of appeal if he/she considers that there are too many or too few employees on the piecework.

If agreement is not reached, the issue may be dealt with at a conciliation meeting held no later than 5 working days after receipt of a conciliation request.

Subclause 4.

a. Piecework settlement

Provided the amount is earned, payment for piecework is:

As per March 1, 2023	DKK 151.50 per hour
As per March 1, 2024	DKK 156.00 per hour

b. Advance payment

Employees are entitled to have up to 85% of the provably earned piecework surplus paid for each payday.

Request for advance payment for the piecework shall be submitted 5 working days before payday.

There is no advance payment on piecework lasting less than 3 weeks.

Subclause 5.

a. Piecework statement

Piecework statements must contain the agreed piecework payment, piece rates, time spent and advance payments and indicate distribution per employee.

The piecework statement shall be signed and contain the date of submission by the employee who participated in the piecework. Signature and submission may, however, be delegated to another person by proxy.

Piecework statements must be received by the employer no later than 15 working days after the piecework has been completed. Failure to comply with the deadline means that the request for piecework settlement is submitted too late.

b Criticism of piecework accounts/piecework statements

Criticism of presented piecework accounts/piecework statements must be submitted no later than 10 working days after receipt of the accounts/piecework statement. The criticism shall be in writing and include a specification of the entries being criticised and must display the amount that is available for payment.

The criticism shall be addressed to the piecework holder who has signed the accounts/piecework statement.

Deadlines for criticism also apply to piecework accounts/piecework statements prepared by the employer.

c. Payment of agreed piecework surplus

Payment of surplus agreed upon shall take place the next payday after the week of the expiry of the deadline for criticism.

d. Disagreement on piecework surplus

In case of disagreement about the piecework accounts/piecework statement, the disagreementd items shall be referred to a decision in accordance with the rules for handling industrial disagreements. Written request for this shall be made no later than 2 months after submission of the piecework accounts/ piecework statement.

If the deadline is not met, the piecework accounts/ piecework statements are payable according to the employer's criticism.

Subclause 6. Registered letter/certificate of delivery or electronic submission

1. If a proposal for piecework accounts, piecework agreement, a piece rate note, or a piecework statement or criticism of these cannot be handed in personally, it may be done by registered letter/certificate of delivery sent within the aforementioned deadlines. The postmark date is valid. If the deadline for criticism is not met, the claim is payable at face value.

2. Upon transmission of electronic information, this shall be considered as received when the recipient has sent electronic receipt to the sender.

   If this receipt is not received, the information shall be submitted in accordance with item 1 for the deadlines to apply.

Subclause 7. Criticism of piecework

1. The employer may criticise the work during the progress of the work.

2. If the employee, during an ongoing piecework, in writing relinquishes all or part of the awarded piecework to the employer, the employer shall criticise the work within 10 working days.

3. If it has not been agreed that the employment relationship continues, the employee must advise the employer no later than 2 working days prior to the end of the piecework, the time of completion of the piecework so the parties can agree on a date for criticism/review of the work performed. The employer's possibility to criticise the piecework shall cease when the employment relationship has ended.

4. If the piecework has not been criticised by the employer according to item 1, 2 or 3, the employer shall deliver his/her criticism of the work within 10 days of submission of the weekly slips in which the last piecework hours are included.

5. In any case, the employer's criticism shall be in writing and handed to the piecework holder/union representative.

Subclause 8.

a. Apprentices' participation in piecework

At the accounting of piecework, the actual piecework payment including any advance payment is deducted.

b. Apprentices ' participation

When apprentices participate in the employees' piecework, the employees' piecework statement shall deduct the apprentice's hourly wage and the following additional amounts per hour:

		Additional amount
1st wage period, variable	per hour DKK	1.00
2nd wage period, 52 weeks	per hour DKK	2.25
3rd wage period, 52 weeks	per hour DKK	3.75
4th wage period, 52 weeks	per hour DKK	5,00

c. Adult apprentices' participation

When adult apprentices participate in the employees' piecework, local agreement is reached regarding set-off in their payments, which may, however, not exceed the minimum pay of the vocation.

d. Piecework

Trainees do not have an independent piecework right.

Clause 75 Waiting time

Subclause 1. Shortage of materials

If an employee on piecework must wait for materials, fittings or similar and no other work can be assigned to the employee, the employer shall pay the current wage rate for the waiting period, cf. clause 8.

However, the employee must give the employer a written 24-hour deadline (Saturday, Sunday and public holiday hours not included in the deadline) to procure the missing materials. The waiting time shall be calculated each week. If this does not happen, the claim is void. Payment for the waiting period shall be paid the next payday.

Subclause 2. Weather stoppage

If work has to stop due to weather conditions or cannot be commenced at the beginning of normal working hours, the employees are required to remain in the workplace unless otherwise agreed.

During the period until the weather improves, the employer may assign other work, and the employees may not refuse to perform such assigned work until the interrupted work can be resumed.

If it is not possible to assign any other work, the waiting period shall be paid at the applicable wage rate, cf. clause 8.

If other work cannot be assigned, the employer shall be entitled to send the employees home if they cannot be assigned work.

Employees must contact the employer in connection with weather stoppages.

Clause 76. Site hut

Subclause 1. Site hut provisions

Welfare measures shall be implemented in accordance with the current executive order as it is included in the provisions of this Collective Agreement.

Subclause 2. Shelter money

If, due to space restrictions, the employer cannot erect a site hut or make another suitable accommodation available at a worksite, a compensation of DKK 41.00 per person per day shall be paid.

However, the above-mentioned payment for lack of site hut or other suitable accommodation cannot be required at service work of lesser duration. Huts must be in a proper condition at the establishment of the worksite. Minor deficiencies and minor damage shall be reported in writing to the master. If such damage has not been remedied within 5 working days, the shelter money shall be paid from the date of the claim.

If the site hut has not been established, cf. the current executive order, a compensation of

As per March 1, 2023 DKK 111.55
As per March 1, 2024 DKK 115.45
per day per person shall be paid from the date of the written complaint.

Clause 77. Tools

Subclause 1. Fire or theft

The enterprise covers fire or theft of the employee's tools if these are kept at the workplace, however max. DKK 6,000.00 provided the tools are stored in a locked room, container, or enterprise car.

Coverage only applies at visible signs of burglary and if a police report has been filed.

At coverage by an insurance enterprise, double coverage is not possible.

Subclause 2. Joint tools

Wherever joint tools and power or air tools are used, the employer may require a signature of the employees for the tools provided, when these are handed out, and the employees are obliged to place them at a location indicated by the employer after use or at the end of working hours.

Subclause 3. Responsibility

For proven careless treatment of handed tools, the relevant employees may be held responsible.

Subclause 4. Distance

The distance between the place of use and the place of storage should not exceed 100 metres along the nearest road.

Clause 78. Kilometre allowance - Transport allowance

Subclause 1. Outside work time

A requirement for payment of kilometres and/or driving time is that the transport takes place outside the agreed work time.

Subclause 2. Employed at a workshop

Kilometre allowance and driving time payment shall not apply when the employee is hired at or, by agreement, permanently employed in a workshop, service job in an enterprise or institution, or has his/her base in the enterprise's workshop.

Subclause 3. Kilometre allowance

Kilometre allowance shall be paid per kilometre back and forth. The amount is the current state tariff for use of own vehicle over 20,000 km per year, as of January 1, 2023, DKK 2.19.

Kilometre allowance shall be paid for the shortest distance between the employee's residence or the enterprise's workshop and the worksite but with a 10 km reduction of the distance.

Subclause 4. Driving time

Driving time over 10 km shall pay DKK 0.85 per km back and forth.

Driving time shall be calculated as the shortest distance between the employee's residence or the enterprise's workshop and the worksite but with a 10 km reduction of the distance.

Subclause 5. Overnight accommodation

1. If the enterprise dispatches the employee to a worksite located more than 110 km from the employee's residence, the employee shall be entitled to have documented expenses for food and lodging at a hotel, inn or similar of a reasonable standard for that location covered.

2. By local agreement, employee and employer may instead of the provision in subsection 1 decide that the enterprise shall pay per diem according to state tariffs, which are:

	2023	2024
Meals	416.25	
Lodging	238.00	

In this case the employee provides for his/her own food and lodging.

3. By local agreement employee and employer may instead of the provision in subsections 1 and 2 decide that the employer shall provide food and lodging.

4. In all cases of overnight stays, the enterprise shall pay extra allowance for small necessities at the rate applicable at any time according to state tariffs regarding tax-free allowance, currently DKK 130.25.

Subclause 6. Transport allowance from the employee's residence and to the workplace

The employee is entitled to a return trip once a week with payment of transport allowance at the rate stated in clause 78 (3). Payment shall be made for the distance between the workplace and the employee's residence without free zone. The transport allowance applies to the nearest border crossing.

Subclause 7. Interpretation of the term "or similar"

The parties agree that the term "or similar" shall mean:

a) Motel
b) Holiday apartment/apartment
c) Holiday home
d) Youth hostel
e) Housing container/caravan with toilet, bath and kitchen facilities

A condition for the above-mentioned a-e is:

- That each employee has a bedroom to him/herself.
- That a common living area is established in connection with the construction of housing containers.
- That, at overnight stay at the construction site or adjacent areas, the residential area is separate from the construction site, and that the welfare measures as described in clause 76 cannot be part of the residential area.
- That the enterprise pays for cleaning at least once per week.
- That the construction takes place in compliance with the approval of the authorities.
- That the rules can be subject to procedure under the rules of handling industrial disputes.

Subclause 8. Carpooling

If local agreement is reached on carpools and if the enterprise makes the means of transport available, the driver shall be paid DKK 1.35 per km for all kilometres.

Passengers are paid according to subclause 4.

Agreement shall be reached about route and time ensuring appropriate collection for the individual passenger.

Subclause 9. Transport during working hours

When employees, within working hours, use their own vehicle for work-related transport, they shall be reimbursed per kilometre driven according to the current rate of the state tariffs for use of own means of transport. The organisations also agree that the individual employee shall be free to decide whether he/she wants to make his/her vehicle available to the enterprise.

Subclause 10. Ferry ticket and bridge toll

Ferry tickets and bridge and motorway tolls shall be paid by the enterprise.

Clause 79. Dirty work and water building allowance

Subclause 1. Water building allowance

For the part of the water building work carried out in or above water (i.e. not in a dried pit or similar conditions, for example carried out on top of tight shuttering above the water), an hourly allowance shall be granted because of the associated nuisances, including any loss of the employee's own tool, in so far as the work is carried out at hourly wages. An exception is the laying out of smaller bathhouses. The hourly allowance:

As per March 1, 2023 DKK 9.70
As per March 1, 2024 DKK 10.00

Subclause 2. Dirty work allowance

For felt roofing, tar and carbolineum work, cleaning of fire sites, impregnation or other similarly dirty work, an allowance per hour is paid.

As per March 1, 2023 DKK 13.70
As per March 1, 2024 DKK 14.15

Clause 80. Winter construction

Generally

For employees to fully utilise work time for productive activities between 1 October and 30 April, winter measures are implemented on the following basis:

- Executive Order No. 477 of May 18, 2011, on construction work during the period 1 November to 31 March.
- Executive Order No. 1516 of December 16, 2010, on the layout of construction sites and similar worksites pursuant to the Working Environment Act, section 11 (2) (coverings) and section 12 (1), (stationary worksites).
- At minor construction work of more than 3 working days carried out during the period from 1 October to 30 April, corresponding winter measures shall be implemented, unless manifestly unreasonable or inappropriate.

When implementing winter measures, a distinction is made between:

a) Seasonal and weather-based winter measures (winter measures not covered by a collective agreement).
   - Weather-based winter measures shall be carried out on the basis of the indications in the project which, as a rule, must be prepared by the developer.
   - Seasonal winter measures shall be carried out on the basis of the enterprise's indications.

When the project description/construction site plan shows or should indicate that winter measures must be implemented, employees must be willing against payment to carry out, maintain and, if necessary, remove both the specified measures and other seasonal winter measures, cf. the list of seasonal and weather-based winter measures in Chapter 2 of the guidelines to the Executive Winter Order, and Section 11 (2) of the Executive Construction Site Order, according to the enterprise's instructions. Employee duties also apply to seasonal and weather-based winter measures not shown in the project description/construction site plan because the work is carried out according to the test scheme of section 4 of the Executive Winter Order.

The enterprise shall supply the necessary materials and equipment for the implementation of the indicated winter measures.

b) Winter measures as agreed between the respective parties to the Collective Agreement.

These winter measures constitute the measures specified in the individual occupational groups unless:

1. Requirements for measures for winter construction contained in the project description/building site plan for the work concerned make the above measures redundant, or
2. It can be established that circumstances beyond the control of the employer make it impossible to implement one or more of the measures, or
3. Agreement is reached between the employer and the employees concerned that one or more of the measures may be avoided in the present case, however such an agreement may not conflict with the developer's statement regarding the responsibility for carrying out the measures.

Whenever work operations are carried out in the same place for a longer period, cf. section 12 (1) of the Executive Construction Site Order, measures for weather protection shall be established at the enterprise's initiative such as erecting a suitable tent or half-roof or referring work to buildings or shelters as far as possible with daylight access unless it is manifestly unreasonable or inappropriate.

In its own work areas, the enterprise shall establish artificial lighting wherever necessary for the proper execution of the work.

The enterprise takes care to protect its own water supply against the effects of frost whenever necessary for the proper execution of the work.

Employees are obliged to take the utmost care with protective materials, protective equipment and lighting measures.

Welfare measures

Where movable shelters, cf. section 12 (1) of the Executive Construction Site Order. 1, are delivered at the enterprise's request, the employees shall personally and without payment erect these as well as move them at the same worksite. If shelters are a major nuisance for the work, employees may request that they are not set up.

Protection of materials

The enterprise shall provide necessary cover material and ensure cover of its own materials. The employees shall be obliged to uncover and cover materials used for daily work, and which are covered, without any special payment.

Snow removal

For stationary worksites, cf. section 12 (1) of the Executive Construction Site Order, employees shall be obliged to keep these cleared during work without special payment.

Rules for handling industrial disputes

Any discrepancies regarding the collectively agreed winter measures (b) as well as all payment issues (a + b) shall be dealt with as usual in accordance with the rules for handling industrial disputes. The extent of winter measures (a), however, cannot be dealt with in accordance with these rules.

Appendix to the Executive Winter Order

Schedule of seasonal and weather-based measures from the EBST’s guidelines for a new Executive Winter Order

	Seasonal	Weather-based
1. Construction site measures		
Discharge of surface water	X	
Snow clearance, gritting and de-icing		X
Outdoor orientation and work lights	X	
Protection of materials against precipitation	X	
Protection of materials against frost		X
Repair of driveways and material storage sites damaged by winter conditions	X	
Establishment of winter-conditioned interim roads	X	
Frost protection of water installations	X	
Sheltering and workplace cover	X	
2. Measures at earth and sewage works		
Measures against mud formation	X	
Measures against problems caused by frost		X
Removal of precipitation from terrain and excavations at low temperatures or high humidity		X
Frost protection of soil where freezing can cause damage to finished constructions		X
Securing backfill soil against precipitation	X	
Securing backfill soil against frost		X
Replacement of unsuitable backfill soil		X
Breaking of frost crust		X
Improvement and replacement of destroyed ground		X

	Seasonal	Weather-based
3. Measures at concrete work		
Measures against snow and ice on form, reinforcement and aggregates		X
Measures against damage to hardening concrete by frost		X
Measures to secure concrete surfaces	X	
4. Measures at brick construction		
Measures to prevent bricks, blocks and suchlike from getting wet	X	
Measures to protect mortar against low temperatures		X
Covering and/or protection of newly constructed brickwork against precipitation	X	
Covering and/or protection of newly constructed brickwork against frost		X
5. Roofing measures		
Measures against precipitation		X
Drying of roof at low temperatures		X

Removal of snow, frost, ice and water		X
6. Measures at indoor work		
Temporary sealing of floor separations and/or roof construction against water penetration, cold and heat loss	X	
Discharge of rain and meltwater	X	
Snow removal at unfinished floors and roof deck		X
Closing of facade openings	X	
Heating and ventilation		X
Drying of moisture from precipitation	X	

Clause 81. Rules for overtime and work on Sundays, public holidays and nights

Subclause 1. Beginning of overtime

Overtime shall be counted from end of work time until 3 hours thereafter including ½-hour meal break immediately after the end of working hours.

The meal break shall be annulled if the overtime only lasts for one hour.

Night work shall be calculated from 3 hours after the end of work time until beginning of work time with ½-hour meal break every 4 hours.

Subclause 2. Necessary overtime

Whenever necessary, employees must be willing to work overtime as well as Sundays, public holidays and nights.

The following situations shall be considered as necessary:

- Exhibition work, repairs of mills and shop, office, workshop and factory premises, which would prevent other workers from working if carried out during normal working hours.
- Work at wells, sewers, bridges and suchlike which would put obstacles in the way of ordinary traffic if carried out during normal working hours.
- Work on support of buildings due to excavation at neighbouring plots or similar work, which must necessarily be carried out to prevent accidents, as well as at special circumstances, including difficulties in complying with properly defined work plans.

Subclause 3. Limitation of overtime

Overtime may be performed without the above restrictions of up to 15 hours per week, provided there is agreement between the employer and the employee, including possible time off in lieu.

Clause 82. Allowance for overtime

Subclause 1. Overtime allowance

Overtime allowance of 50% shall be paid for the first 3 hours. Subsequent hours release an allowance of 100%.

Subclause 2. Before working hours

If work starts 1 hour before normal work time, an additional 50% shall be paid for this hour. If overtime is performed on the same day, night work shall be calculated from 2 hours after normal working hours.

Subclause 3. Saturday work

A 50% overtime allowance for the first 3 hours shall be paid on Saturdays from the beginning of normal work time. For the following hours, 100% will be paid.

Subclause 4. Sunday and public holiday allowance

Allowance for work on Sundays, public holidays and nights shall be 100%.

Subclause 5. At least 4 hours

For overtime on Saturdays as well as Sundays and public holidays, allowance shall be paid for at least 4 hours.

Subclause 6. Personal hourly wages

Overtime allowance shall be calculated as a percentage of the personal hourly wage.

Subclause 7. Meal breaks not deducted

Meal breaks shall not be deducted from payments for overtime and night work and work on Sundays and public holidays.

Clause 83. Weekly and daily notes

At the end of a wage period, the employee shall complete and submit his/her weekly note. The note shall be provided by the employer.

If the employer so requests, the employee shall be obliged to complete and hand in daily notes.

Corrections to the submitted weekly and daily notes can only be made by the employee, except for simple miscalculation, but the employee shall be informed of such corrections at the first wage payment.

If the enterprise supplies a production form, which shows the work the employee has been working at, and wants it to be completed, the employee shall be obliged to do so.

Clause 84. Notice rules

Subclause 1. Notice length at hourly-paid work

	By employer	By employee
0 - 8 weeks of employment	1 workday	1 workday
8 weeks - 1 year of employment	2 workdays	2 workdays
1 - 2 years of employment	3 workdays	3 workdays
After 2 years of employment	10 workdays	10 workdays

Subclause 2. Entitled to resign

Employees, who are required to give notice of termination and are employed at piecework of less than 5 days' duration, shall be entitled to resign at the end of the piecework, cf. clause 74 (3 f).

Subclause 3. Written notice of termination

The notice period shall be calculated from the end of the normal worktime on the day the counterparty has received the notice.

To be valid, the notice shall be in writing, and the recipient shall acknowledge receipt by signature.

If the notice cannot be delivered personally, it may be submitted by registered letter/certificate of delivery sent within the above deadlines.

The postmark date is determining.

Subclause 4. Seniority

In cases where an employee is dismissed but re-employed within a period of 6 months, he/she shall retain the seniority obtained at the time of dismissal.

This shall not apply, however, if the enterprise offers time-limited or assignment-based employment for a period until expiry of the notice, 1-3 and 10 workdays.

Holiday, weather, illness, military service, and absence due to pregnancy and childbirth are not considered a break in seniority, cf. The Maternity Leave Act, etc.

Subclause 5. Workshop worker

An employee who has been employed at workshop work 75% of his time in the enterprise is always regarded as a workshop worker.

Calculation of time spent as a workshop worker is based on the last 12 months of employment at the most.

However, the employee shall be considered an erector if he/she has been working outside the workshop for the past 2 months. An employee, who has been employed at the workshop for the past 2 months, is considered a workshop worker with a right to notice of termination provided the employee's total time in the enterprise's service constitutes the period stipulated in the Collective Agreement. If a workshop employee does not want to accept offered erection work, the notice of termination shall expire for both parties.

Clause 85. Transfer of work

Subclause 1. Self-employed operation

When an employee is employed by an enterprise, he/she may not assume paid joining or cabinetmaker work on a self-employed basis. The organisations agree on extended cooperation to avoid such work.

As a wage earner, an enterprise cannot employ another enterprise that maintains or operates a self-employed business.

Subclause 2. Transfer of work

If an enterprise transfers a job to another enterprise, this is not permissible unless written agreement has been reached in accordance with usual, customary agreements for work done by subcontracts.

Whenever it is deemed necessary for work to be advanced, the employees of another enterprise with a collective agreement can be engaged for such work whenever this is possible considering the already awarded piece rates.

Clause 86. Trade union representative rules

Subclause 1. Where to elect a trade union representative?

At construction sites or enterprises with at least 6 employees, the employees employed there elect among their midst an employee to be trade union representative in relation to the enterprise or its representative. If the number of employees in which a union representative is elected is reduced to 5 or less, the union representative duty shall cease, unless both parties wish to have it maintained. At workplaces with 5 employees or less, no union representative shall be elected, unless both parties so wish.

An employee may only vote for the election of 1 trade union representative at the same workplace or enterprise and shall not be included in the electoral basis for more than one representative. The term of office of a union representative is maximum 2 years. Re-election may take place.

Subclause 2. Who can be elected as trade union representative?

The trade union representative shall be elected from among employees of acknowledged ability.

Apprentices cannot be elected trade union representatives. Apprentices, including adult apprentices, have the right to vote for the election of a union representative in the department of the enterprise/construction site where they are employed at the time of election.

Subclause 3. Election of a trade union representative

The election of a trade union representative shall take place in such a way that all employees employed at the workplace or enterprise at the time of the election shall be given the opportunity to participate in the election.

The election shall not be valid until the enterprise has been informed in writing. The enterprise is entitled to object to the election.

Subclause 4. The duties of the trade union representative

In relation to his/her organisation as well as employer, it is the duty of the trade union representative to do his/her utmost to maintain and promote good cooperation at the workplace.

However, in the performance of the union representative's duties, the union representative shall not be allowed to neglect his/her work unnecessarily. Any joint meetings of the employees shall be held outside working hours. The union representative's functions may not cause expenses for the employer unless these are an immediate consequence of orders from the employer.

Subclause 5. Course for newly elected trade union representatives

Newly elected trade union representatives shall be offered a training and cooperation programme of 2 x 2 days provided by the parties to the Collective Agreement. The union representative shall be entitled to attend such a course within the first 18 months after his/her election.

In connection with the union representative's attendance, the employer shall pay an amount corresponding to the loss of income that the union representative has suffered.

Subclause 6. The duties of the trade union representative

When one or more of his/her colleagues so wish, the union representative shall be obliged to present their complaints or recommendations to the employer, but only if the matter cannot be resolved satisfactorily by the employer's representative at the worksite.

If negotiations in accordance with the Collective Agreement's general terms on prices of work between the employees and the enterprise or its representative do not lead to agreement, the union representative may be called to join the negotiations.

If the aforementioned negotiations do not achieve a satisfactory result, the union representative shall be free to ask his/her organisation to take action in the matter, but it is the duty of the union representative and his/her colleagues to continue the work without disturbance.

Subclause 7. Spokesperson

If a trade union representative is absent due to sickness, vacation, course attendance or suchlike, a spokesperson shall be appointed as a substitute. The appointment shall not be valid until the employer is informed in writing.

A designated spokesman has the same protection as the elected union representative in the period in which he/she works, provided that the spokesperson meets the conditions for being elected as a union representative in accordance with the rules set out above.

Subclause 8. Dismissal of trade union representative

An enterprise shall be entitled to dismiss a trade union representative as any other employee, but at the same time it must be clear to the enterprise that, by nature of the matter, the enterprise should not take such a step without compelling reasons, as it goes without saying that the fact that an employee acts as a union representative should not cause the employee's position to be weakened.

The union representative shall, as far as no demonstrable reasons exist, be among the last persons to be dismissed. However, cases in which the union representative has finished with the awarded piecework, and cases in which the union representative has been elected at the individual construction site, shall be exempted.

If an employer finds there are compelling reasons for dismissing a union representative, he or she shall contact the Association of Danish Wood and Furniture Industries, which may then raise the matter in accordance with the rules for handling industrial disputes.

If a union representative is dismissed because shortage of work provides compelling reasons for this, the employment relationship cannot be interrupted during the notice period, cf. the next paragraph, before his/her organisation has had the opportunity to try the justification in accordance with the rules for handling industrial disputes. This procedure must be initiated within 1 week in order to have delaying effect.

If the dismissal is due to shortage of work, the special duty of notice for union representatives as stipulated in the Collective Agreement shall lapse. In such cases, the union representative shall be entitled to the general notice period pursuant to the Collective Agreement.

Clause 87. Health and safety representatives

Subclause 1 Health and safety representatives

For health and safety representatives, the same election and notice rules and free time for training shall apply that apply to trade union representatives.

In addition, reference is made to the current Working Environment Act and associated regulations.

Employees enrolled in the health and safety training programme shall, to the extent possible, have started the programme within 1 month of registration.

Subclause 2. Advanced health and safety training module

Provided they have acquired the certificate of the health and safety training programme during the apprenticeship, apprentices in the construction training programme of the woodworking occupations shall be entitled to attend the health and safety training programme's advanced 2-day module within 5 years after graduation.

If an employee, who has undergone the health and safety training programme during his/her apprenticeship, is elected health and safety representative, he/she must be enrolled in the health and safety training programme’s advanced module.

Employees enrolled in this module shall, as far as possible, have commenced it within 1 month of registration.

For participation in the above-mentioned advanced programmes, the enterprise shall pay the full wage.

Chapter M. Duration and termination of the Collective Agreement

Clause 88. The termination of the Collective Agreement applies to all provisions of the agreement

This Collective Agreement, which enters into force March 1, 2023, shall be binding on the undersigned organisations until terminated by one of the parties in accordance with the rules in force at any time for expiry on a March 1, but no sooner than March 1, 2025.

Copenhagen, February 24, 2023

DIO 1
For
The Association of Danish Wood and Furniture Industries

Jesper Madsen

For
3F - United Federation of Danish Workers

Morten Silo-Bøjstrup

APPENDICES

Appendix 1

Vocational training and apprentices

The parties to the Collective Agreement agree that in order to ensure the basis for future production and welfare in Denmark, it is vital to attract more skilled young people to the vocational training programmes of the wood and furniture industry. In particular, it is fundamental for the future competitiveness of the wood and furniture industry that technically-oriented programmes at all levels are given the strongest possible position in overall education in Denmark. The parties agree to continue their efforts to secure the future competitiveness of the wood and furniture industry through knowledge and skills.

The parties expect the industry's needs for highly qualified skilled workers to grow even more in the future, and they will therefore continue to work towards the following goals:

- More young people will start vocational training in the wood and furniture industry.
- The recruitment basis for the training programmes of the wood and furniture industry will be widened so more young people from the growing number of students who complete upper secondary education will choose vocational training programmes.
- More accomplished employees in the wood and furniture industry, who did not receive formal training, will take formal vocational education, for example as adult apprentices.
- The vocational training environments should be strengthened qualitatively, for example by enhancing young people's preparation for the programmes so their prerequisites comply as much as possible with the growing demands of vocational/theoretical training and the wood and furniture industry already when they begin their studies.

Appendix 2

Organisation agreement - EU Working Time Directive

The basis of this Organisation Agreement is EU Directive No. 93/104/EC of 23 November 1993 concerning certain aspects of the organisation of working time and Danish legislation, including in particular Danish working environment legislation and the Danish Holidays with Pay Act. The parties to the Collective Agreement agree that the said Organisation Agreement implements the above Directive.

The parties to the Collective Agreement understand by:

Article no. and title

2.1 Working time

Any period during which the employee is working and at the employer's disposal.

Example: Hours during which an employee is on duty and which, for example, through telephone service are transferred to active time are deemed to be working time.

2.2 Rest period

The period of time which is not working time.

Example: Hours during which an employee is on duty outside the workplace and which are not transferred to work performed are deemed to be rest periods.

Travelling time to and from a workplace other than the permanent one is not regarded as rest period to the extent it exceeds the employee's normal daily travelling time to the workplace.

Breaks not paid for by the employer are deemed to be rest periods.

2.3 Nighttime

Nighttime shall be agreed at the individual enterprise.

Nighttime shall be 7 hours and shall include the period from 00:00 to 05:00.

Unless locally agreed, nighttime shall be from 22:00 p.m. to 05:00.

2.4 Night worker

a) Any employee who normally works 3 hours of his/her daily working time during night time,

or,

b) who performs night work for at least 300 hours within a period of 12 months.

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

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

2.5 Shiftwork

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

2.6 Shiftworker

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

3.1 Daily rest period

Is covered by the current rules laid down in Part 9 of the Danish Working Environment Act and the associated Executive Order No. 372 of 15 August 1980.

Where the daily rest period is reduced, postponed or cancelled under current Danish rules, a compensatory rest period shall be allowed.

This requirement shall be satisfied if within a period of 4 months there has been, on average, a rest period of at least 11 hours in every working period of 24 hours.

Only 24-hour working periods are included in the calculation.

3.2 Standby service

The local parties may enter into a written local agreement that, when employees are called to work during standby service, the daily 11 hour rest period for work not covered by the annex to Executive Order No. 324 of May 23, 2002 on rest periods and days off, may be postponed and instead given immediately after the end of the last completed work; and that the rest period may be placed within the standby service. If this means that the 11 hours' rest is extended into the following day, the employee must also have the usual rest period of 11 hours within that day. This rest period can be postponed correspondingly.

If the postponed rest period prevents the employee from performing scheduled normal daily working hours, the hours not worked shall be paid as in the case of sickness.

Where section 8 (1) of the Executive Order applies, the daily rest period may be 8 hours.

The rest period may not be postponed more than 10 days in each calendar month and 45 days per calendar year.

For enterprises that do not have an elected shop steward, notification of the conclusion of the agreement shall be given to the organisations.

greements under this provision may be terminated in accordance with clause 28 of the Wood and Furniture Agreement.

4. Breaks

The fixing of breaks shall be agreed at local level. If the daily working time is longer than 6 hours, either of the local parties may demand a break on normal working days. No break can be of less than 10 minutes' duration.

5. Weekly rest period

Is covered by the current rules laid down in Part 9 of the Danish Working Environment Act and the associated Executive Order No. 372 of 15 August 1980.

Where the weekly 24-hour rest period is postponed or cancelled under current Danish rules, a compensatory 24-hour rest period shall be allowed.

It may be agreed at local level that the weekly 24-hour rest period shall be changed. However, there must not be more than 7 days between two 24-hour rest periods.

DIO 1 and 3F may in accordance with a provision to this effect approve work schedules with up to 12 days between two 24-hour rest periods.

6. Maximum weekly working time

The average weekly working time, including overtime, shall not exceed 48 hours within a 4-month period.

7. Annual holidays

Are covered by the current Danish Holidays with Pay Act and the Collective Wood and Furniture Agreement.

8. Length of night work

The normal hours of work for night workers shall not exceed an average of 8 hours in any 24-hour working period over a period of 3 months.

The weekly 24-hour rest period is not included in the calculation.

In the event of night work of a particularly risky nature, cf. section 57 of the Danish Working Environment Act, working time shall not exceed 8 hours in any period of 24 hours.

9. Health assessment

Frequency

The employees shall be offered a free health assessment before assignment to night work.

The parties further agree that employees who, in accordance with the provisions of items 2-4 of the Appendix are classified as night workers, must be offered health assessments within a regular period of not more than 2 years.

Documentation that the employee is offered health assessment

The parties agree that recurrent statistics on the scope of health assessments in enterprises should be compiled in line with the statistics developed jointly by the parties in connection with the committee work on night work and health assessment that took place during the 2007-2010 agreement period, including information on how enterprises offered health assessments in practice.

When is the health assessment to take place?

The parties agree that if the health assessment takes place outside the employee's working hours, the employer shall compensate for this.

Model for the implementation of health assessments

The parties agree that the health assessment should take place as follows:

1. The employee completes a questionnaire prepared by the parties.
2. In addition, the employee is given a physical medical examination.
3. Based on the above, as well as dialogue with the employee, a doctor prepares an overall conclusion to the employee. The doctor must be qualified in occupational medicine.
4. The information obtained from the health assessment is confidential and belongs only to the employee. The information may only be brought to the attention of the employer if the employee takes the initiative.

Night workers suffering from health problems recognised as being connected with their night work shall be transferred to day work whenever possible.

Report to the Working Environment Committee on Large Enterprises

The parties find it natural that the health and safety organisation at the individual enterprise, on its own initiative, supervises whether health assessments are carried out in accordance with the rules.

10. Guarantees for night-time working

Are covered by existing legislation.

11. Notification of regular use of night workers

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

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

12. Safety and health protection

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

13. Pattern of work

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

14. Specific provisions

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

Regarding examples given in the Organisation Agreement:

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

Appendix 3

Dispensations for rest periods and 24-hour rest period

The parties to the collective agreement agree that in accordance with the Executive Order on Rest Periods and 24-hour Rest Period - Chapter 4 - an agreement may be reached between "Employer" and "Employee Organisation". In the area of the Wood and Furniture Agreement, this will in future refer to DIO 1 and 3F - United Federation of Danish Workers.

Appendix 4

EU Directive on children and young people

DIO 1 and 3F - United Federation of Danish Workers have entered into the following agreement with a view to implementing Council Directive 94/33/EC of 22 June 1994 on the protection of young people at work.

The agreement is based on existing rules, including in particular the rules laid down in the Danish Working Environment Act on young persons under the age of 18.

The parties agree as follows:

Art. 1. Purpose

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

Art. 2. Scope

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

Art. 3. Definitions

(a) 'Young person' shall mean any person under 18 years of age.

(b) 'Child' shall mean any young person of less than 15 years of age or any young person who is still subject to compulsory full-time schooling under Danish law.

(c) 'Adolescent' shall mean any young person of at least 15 years of age but less than 18 years of age who is no longer subject to compulsory full-time schooling under Danish law.

(d) 'Light work': Reference is made to the provisions laid down from time to time in the Danish Working Environment Act and the associated executive orders.

(e)+(f) 'Working time' and 'rest period': Reference is made to clauses 2.1 and 2.2 in the Organisation Agreement on the implementation of the EU Directive on working time.

Art. 4. Prohibition of work by children

Subart. 1 Young persons of at least 15 years of age may perform vocational work on the terms and conditions laid down in this Protocol.

Subart. 2b However, children of at least 14 years of age may work in an enterprise under an apprenticeship training or in-plant work-experience scheme.

Subart. 2c Children of at least 13 years of age may perform light work, cf. the provisions laid down from time to time in the Danish Working Environment Act and the associated executive orders.

Art. 5. Cultural and similar activities

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

Art. 6. General obligations on employers

Subart. 1 To be implemented by legislation.

Subart. 2 Young persons whose work is found to involve a risk to their safety, physical or mental health or development shall be ensured an appropriate free assessment and monitoring of their health at regular intervals. This shall apply despite the scheduling of the working time. Within the intention of this article, 'at regular intervals' shall mean at least once every 18 months.

Art. 7. Vulnerability of young people - Prohibition of work

Subart. 1-2 To be implemented by legislation.

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

Art. 8. Working time

Subart. 1a Apprentices who have not attained the age of 15 shall not work for more than a total of 8 hours a day and 40 hours a week.

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

Subart. 1c In holiday periods of at least 1 week's duration the working time for children shall not exceed 7 hours per day and 35 hours per week.

Subart. 2 Working time for adolescents (15-17 years), including apprentices, shall not exceed 8 hours per day and 40 hours per week.

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

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

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

Art. 9. Night work

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

Art. 10. Rest period

Subart. 1 As regards adolescents, reference is made to the rules laid down from time to time in the Danish Working Environment Act and the associated executive orders. However, children shall be allowed a minimum rest period of 14 consecutive hours for each 24-hour period.

Subart. 2 For each 7-day period young persons under 18 years of age shall be allowed a minimum rest period of 2 days, which shall be consecutive if possible. Where justified by technical or organisation reasons, this rest period may be reduced to 36 hours.

The rest period shall, in principle, include Sunday.

Art. 11. Annual rest period (holiday)

To be implemented by legislation.

Art. 12. Breaks

Children and young persons who have not attained the age of 18 years shall have a break of at least 30 minutes which shall be consecutive if possible where the daily working time is more than 4½ hours.

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

For young persons having attained the age of 15 exemptions from the rules on working time, the daily rest periods and breaks may be authorised provided that such work is of a temporary nature, that it must be performed immediately, that adult employees are not available, and that the persons concerned are allowed equivalent compensatory rest time within 3 weeks.

Art. 14. Measures

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

Art. 15. Adaptation of the Appendix

To be implemented by legislation.

Art. 16. Non-reducing clause.

To be implemented by legislation.

Art. 17. Final provisions

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

Appendix 5

Notice, etc. in connection with collective redundancies

These rules shall come into operation on 1 March 1998.

Scope

Clause 1. This Protocol shall apply in relation to redundancies contemplated by an employer for one or more reasons not related to the individual employee concerned where the number of contemplated redundancies over a period of 30 days is:

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

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

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

Subclause 4. This Protocol shall not apply to:

1. Redundancies effected under contracts of employment concluded for limited periods of time or for specific tasks except where such redundancies take place prior to the date of expiry or the completion of such contracts;
2. Redundancies effected in respect of the crews of sea-going vessels.

Subclause 5. Clauses 8 and 11 shall not apply to redundancies arising from termination of the activities of an enterprise where that is the result of bankruptcy or a composition in liquidation proceedings under the rules of the Danish Insolvency Act.

Subclause 6. The provisions of clause 6 (2) and clause 7 on the obligation to notify the Employment Region of any contemplated redundancies shall not apply to redundancies arising from termination of the activities of an enterprise where that is the result of bankruptcy or a composition in liquidation proceedings under the rules of the Danish Insolvency Act unless the Regional Labour Market Council requests such notification.

Clause 2. A workplace, cf. clauses 7, 8 and 10, shall mean a unit of the employer's business employing one or more of the employees employed by the enterprise. Where an enterprise has several workplaces in the same municipality, such workplaces shall be deemed to be one workplace.

Clause 3. This Protocol does not change any existing individual periods of notice fixed by law, individual agreement or this Collective Agreement.

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

Clause 4. Executive Order No. 1558 of 23 December 2014 on the Concept of Business and on the Calculation of the Number of Employees in Connection with Collective Redundancies shall apply to the area covered by this Collective Agreement until it is replaced by rules laid down in pursuance of Danish Act No. 291 of 22 March 2010.

Obligation to consult, etc.

Clause 5. Where an employer is contemplating redundancies pursuant to clause 1, the employer shall as soon as possible begin consultations with the employees in the enterprise or their representatives where representatives have been elected or appointed. The employees or their representatives may call upon the services of experts during the consultations.

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

Clause 6. For use in the consultations pursuant to clause 5 the employer shall supply the employees in the enterprise or their representatives, where such representatives have been elected or appointed, with all relevant information of importance to the matter and shall in any event notify them in writing of:

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

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

Notice period, etc.

Clause 7. Should the employer, after consultation in accordance with the rules laid down in clauses 5 and 6, still wish to effect redundancies covered by clause 1, the employer shall notify the Regional Labour Market Council thereof in writing. Such notification shall be forwarded as soon as possible and not later than twenty-one days after the beginning of consultations in accordance with clause 5.

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

Subclause 3. The employer shall as soon as possible and not later than 10 days after submission of the notification in accordance with subclause 1 notify the Regional Labour Market Council of the persons to be made redundant. At the same time or earlier the employer shall notify the persons concerned.

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

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

Clause 8. Redundancies of which notification has been submitted in accordance with clause 7 (1) shall take effect not earlier than thirty days after submission of the notification to the Regional Labour Market Council.

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

Duty of confidentiality

Clause 9. Employees at the enterprise or their representatives and the experts mentioned in clause 5 (1) as well as the employer and his representative shall not disclose any information expressly given as confidential under this Protocol.

Allowance

Clause 10. An employer who in connection with redundancies covered by clause 1 fails to begin consultations with the employees under clause 5 or who fails to submit a notification to the Employment Region in pursuance of clause 7 shall pay the employees concerned an allowance. Such allowance shall be an amount which for the individual employee is equal to thirty days' pay from the time of notice of termination. Any pay that the employee has received during any individual period of notice shall be deducted from the allowance.

Subclause 2. Where the number of redundancies is at least 50 per cent of the number of employees at a workplace, cf. clause 2, and at least 100 employees are normally employed by the workplace, the allowance mentioned in subclause 1 shall for each employee, who at the time of notice of termination is entitled to notice of termination according to the provisions of the Collective Agreement, be an amount equal to 8 weeks' pay from the time of notice of termination. Any pay that the employee has received during any individual period of notice shall be deducted from the allowance.

Penal provisions

Clause 11. On any imposition of a fine for violation by enterprises of the provisions laid down in clauses 5, 6 and 7, the Danish Industrial Court shall take as its basis the practice developed by the ordinary courts of law in the field.

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

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

Clause 12. In cases involving violations of this Agreement, the employer cannot claim that the enterprise which has made the decision on collective redundancies has not given the employer the necessary information.

Appendix 6

Contract of employment

Appendix 7

Protocol on employment of employees on staff conditions of some kind

A. For contracts of employment on staff conditions of some kind entered into after 1 May 2007 the following provisions shall apply as a minimum.

1) Section 8 of the Danish Salaried Employees Act on additional pay to the spouse/children on the employee's death.
2) Section 2 of the Danish Salaried Employees Act on notice of termination. According to this, notice of termination may be given during sickness, and clauses 39, 40, 41 and 42 of the Wood and Furniture Agreement shall not apply. The periods of notice may not be shorter than the periods of notice in accordance with the Wood and Furniture Agreement obtained in connection with any transition to employment on staff conditions of some kind.
3) Sections 3 and 4 of the Danish Salaried Employees Act on gross default on the part of the enterprise and the employee.
4) The 120-day rule shall not be applied - even if it has been agreed in writing - if the employee's notice period is covered by clause 50 (1) of the Wood and Furniture Agreement.
5) Overtime performed in connection with the work normally performed by employees employed on staff conditions of some kind shall not be covered by clauses 15, 16 and 17 of the Wood and Furniture Agreement. The trade union representative shall have a right to present a complaint in connection with any abuse and shall be informed of the extent of any overtime where there appears to be good reasons for doing this.
6) Holidays with pay or holidays with holiday allowance shall be provided, cf. section 16 (until September 2020, section 23) of the Danish Holiday Act. This provision shall replace the rules on holiday allowance of the Wood and Furniture Agreement.
7) Section 5 (1) on full pay during sickness of the Danish Salaried Employees Act.
8) Full pay shall be paid on weekday holidays and any other non-working days, cf. clauses 12, 19, 20 and 61 of the Wood and Furniture Agreement and the introduction to Chapter G.

The question of introduction or cancellation of agreements concerning employment on staff conditions of some kind may be dealt with under the rules for handling industrial disagreements, though only at a negotiation meeting.

Employment on staff conditions of some kind may be agreed on an individual basis with employees who perform particularly confidential/qualified work. Such agreements shall only be valid if they have been drawn up in writing.

Unless otherwise stated in this Appendix or the contract of employment between the parties, the employee shall be covered by the rules set out in the Wood and Furniture l Agreement.

B. The organisations agree on recommending that employment on staff conditions of some kind shall primarily take place according to the following guidelines. However, the enterprise and the employee shall determine in the individual contract of employment whether the individual recommended conditions are to apply to the employment relationship:

Contract of employment

The organisations recommend that the parties use the contract of employment drawn up jointly by the organisations for employment on staff conditions of some kind. The contract of employment may be required to be submitted to the respective organisation after signing.

Seniority

The organisations recommend that employment on staff conditions of some kind shall only be offered to certain employees who perform particularly confidential/qualified work when they have 9 months' seniority in the enterprise.

The seniority of employees employed on staff conditions of some kind shall be calculated from the 1st day of the month in which the agreement takes effect.

Pay

The pay shall reflect the qualifications, responsibility, effort and competence of the individual employee. Once a year the pay of the individual employee shall be taken up for evaluation and possibly adjustment. The time of adjustment may be the same as that for salaried employees employed by the enterprise.

Any disagreements concerning pay level or pay adjustment may be dealt with under the rules for handling industrial disagreements as set out in the rules laid down by the Collective Agreement.

On any employment on staff conditions of some kind the time rate shall be converted into the monthly salary for the relevant number of hours, currently 160.33. The salary shall be paid out on the same dates as apply to the salaried employees in the enterprise.

Notice of dismissal

It may be agreed in the individual contract of employment that the employee may be given 1 month's notice of dismissal to expire on the last day of a month if, within a period of 12 months, the employee has received pay during a total of 120 days lost through sickness.

The validity of the notice shall be conditional upon the notice being given in immediate connection with the expiry of the period of 120 days lost through sickness and while the employee concerned is still sick whereas the validity shall not be affected by the fact that the employee has returned to work after notice has been given.

Working time

Working time, including any overtime, shiftwork and staggered hours as well payment for this, shall be determined in accordance with the provisions laid down in the Collective Agreement.

Other provisions

The organisations recommend that employees employed on staff conditions of some kind shall be covered by sections 2a and 2b, 16 and 17a of the Danish Salaried Employees Act.

C. Any disagreements concerning the interpretation of the individual agreements or the above provisions and recommendations shall be dealt with in accordance with the rules for handling industrial disagreements as laid down in the Wood and Furniture Agreement.

   An enterprise wishing to be released from an agreement with an individual employee concerning employment on staff conditions of some kind or an employee wishing to be released therefrom may be

so released by giving the notice prescribed for the party concerned. After the expiration of the said notice periods the employee shall be deemed to be subject to the provisions of the Wood and Furniture Agreement only.

Already existing agreements concerning employment on staff conditions of some kind may be rewritten in accordance with this Appendix by agreement between the local parties.

Copenhagen, 23 February 2012

3F Agreement on employment on staff conditions of some kind DIO1/TMI

(For employments comprised by the Wood and Furniture Agreement)

1. parties

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

Does hereby engage on staff conditions of some kind

Full name of the employee:	Date of birth:
Address:	Telephone no.:
Postal code and city:	
Email:	

2. Job category

Job category/title:

For further details, see the enterprise's staff regulations, if any, which are handed out to the employee along with this contract.

3. Date of commencement

The employment on staff conditions of some kind is effective from (date):
□ The employment is for a fixed term and the termination date is:

□ The employment is limited to the execution of the following task(s):

4. Place of work

Permanent workplace or principal workplace (state for example the address of the enterprise)
Postal code/city
□ Changing worksites □ The employee can freely choose his/her workplace

5.Working hours

Regarding working hours - normal working hours, weekend work, part-time employment, flexitime, staggered hours, shiftwork - reference is made to Appendix 7 of the Wood and Furniture Agreement and any local agreements.

Overtime is performed in accordance with the Wood and Furniture Agreement. See Chapter C, Overtime - except clauses 15, 16 and 17.

6. Salary and other pay

The salary is agreed at DKK: _____per month, which is paid monthly in arrears on the same date as for the enterprise's salaried employees.

Once a year, the individual salary is reviewed for assessment and possible adjustment.

□ It has been agreed at the fixing of the salary that the salary also includes payment for general overtime work, which means that no overtime is paid for such overtime.

Overtime pay, advance time allowance, allowance for work in shifts, payment for outdoor and travel work and other general allowances shall be paid in accordance with the Wood and Furniture Agreement. The enterprise may have piecework, bonus schemes or other productivity-promoting salary systems, in which the salary is fixed in accordance with the rules of the Wood and Furniture Agreement or local agreements. However, clauses 15, 16 and 17 of the Wood and Furniture Agreement do not apply to overtime in connection with work that the person in question normally performs. The trade union representative has a right to complain at abuse.

7. Holidays

Holidays shall be granted according to the Holiday Act and the Wood and Furniture Agreement. However, holidays with pay or holidays with holiday allowance shall be provided, cf. section 23 of the Danish Holiday Act. This provision shall replace the rules on holiday allowance of the Wood and Furniture Agreement.

8. Sickness

Full salary shall be paid during sickness, cf. Section 5 (1) on full pay of the Danish Salaried Employees Act.

9. Pension and industrial injury insurer

Labour market pension shall be granted according to the Wood and Furniture Agreement.

The employee is comprised by ATP.

The enterprise's industrial injury insurer is:

10. Dismissal

Sections 2 (on notice), 3 (on the employer's violation) and 4 (on the employee's violation) of the Danish Salaried Employees Act shall apply.

Furthermore, the following sections of the Danish Salaried Employees Act shall apply at dismissal (tick the relevant provisions):

□ Section 2a (on compensation at dismissal)

□ Section 2b (on unfair dismissal)

□ Section 16 (on time off to seek other employment during the notice period)

□ Other agreement

The length of notices may not be any shorter than that achieved at the transition to employment on staff conditions of some kind as per the Wood and Furniture Agreement.

120-day rule:

It has been agreed that the employee can be terminated at 1 month's notice for resignation at the end of a month when the employee within a period of 12 consecutive months has received salary during sickness for a total of 120 days. The validity of the dismissal is conditional on it taking place in immediate connection with the 120 sick days, and while the employee is still sick. However, the validity is not affected by the employee's return to work after the dismissal has taken place.

The 120-day rule cannot be applied if the employee's notice of termination is covered by the Wood and Furniture Agreement, clause 50 (1).

For the employment relationship, the Salaried Employees Act shall apply (tick the provisions that apply to the employment relationship):

□ Section 17a (on share of profits and special bonuses)

11. Collective agreement

For the employment relationship in general, the Wood and Furniture Agreement (entered into between DIO 1/TMI and 3F) shall apply, including Appendix 7 regarding employment on staff conditions of a kind as well as this agreement and any local agreements at the enterprise.

Section 8 of the Salaried Employees Act may not be deviated from by agreement between the parties.

12. Other matters

Please, note that the wage can be different from that stated in the contract if in the enterprise an agreement on local pay that comprises your employment has been entered into.

Date: _____

Signature of the enterprise

Signature of the employee

Appendix 8

Foreign employees' pay and working conditions in connection with performance of work in Denmark

SECTION A

With a view to counteracting social dumping, the parties to this Collective Agreement have entered into the following agreement concerning the handling of disagreements about foreign employees' pay and working conditions in connection with their performance of work in Denmark:

1. The parties to this Agreement recommend that the enterprise informs the trade union representative before using foreign subcontractors to perform work at the enterprise's locations in Denmark and provides all relevant background information about the subcontractors such as the work they are to perform and its expected duration.

   The local parties may request that a local meeting be held as soon as possible where all relevant background information is presented or obtained to the extent possible in case of any doubt about the pay and employment conditions of the foreign employees.

   The local discussion constitutes a supplement to the provisions on the organisations' ability to process cases concerning foreign labour, and DIO I /The Association of the Wood and Furniture Industries and 3F may, regardless of local discussions, request a meeting, cf. item 2.

2. 3F shall immediately contact DIO 1/TMI if they become aware of matters which are likely to lead to problems or disagreements. Similarly, DIO 1/TMI shall contact 3F.

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

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

4. Members of DIO 1/TMI employing foreign labour shall adapt the pay of such labour to the pay level of the enterprise. In addition, all other terms, and conditions according to the Collective Agreement shall be complied with.

5. Where a foreign enterprise is involved in contract work for an enterprise, which is a member of DIO 1/TMI, and where the enterprise concerned is not covered by a collective agreement, DIO 1/TMI shall attempt to reach a solution by negotiation.

   The parties agree that in such situations the enterprise may be admitted to membership of DIO 1/TMI or any other member organisation of the Danish Employers' Confederation even though a conflict has been announced or an actual notice of conflict has been given. If the conflict has been established, clause 2(6) of the Main Agreement shall apply. The unions shall give not less than 14 calendar days' notice of conflict. A copy shall be submitted to DIO 1/TMI.

6. If, during the negotiations or thereafter, the foreign enterprise is admitted to membership of DIO 1/TMI, the pay level shall be adapted, possibly in cooperation with the organisations.

SECTION B

The parties to the Collective Agreement agree that for the purposes of the second indent of article 3(1) of Directive 96/71/EC of the European Parliament and of the Council of 16 December 1996 concerning the posting of workers in the framework of the provision of services (the Directive), the Directive shall only apply within the areas mentioned in item (1) of SECTION B of this Protocol.

The parties to the Collective Agreement further agree:

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

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

SECTION C

Code of Conduct for agreement with foreign employees

1. The parties to the Collective Agreement agree that it may be appropriate for the enterprise to provide housing, transportation, etc. for foreign employees during their stay in Denmark.

2. The parties also agree that it should be voluntary for the employees to enter into an agreement with the enterprise on the purchase of services related to employment and that, according to the parties' understanding, it would be contrary to the Wood and Furniture Agreement to make employment conditional on the employees agreeing to such an arrangement.

3. Further to this, the parties agree that, after the conclusion of a voluntary agreement with the enterprise on the purchase of services, the employees should be able to terminate the agreement at 1 month's notice to the end of a month, unless a shorter notice period is agreed.

4. If the member enterprises of the Association of Danish Wood and Furniture Industries enter into such voluntary agreements with its foreign employees, the parties agree that it is natural that payment for services can be deducted from their wages.

5. The organisations agree to recommend that if purchase of services is offset in the wage, this should be stated in the payslip.

Appendix 9

Work in Germany

To the extent an enterprise might be covered by the German Posting of Foreign Workers in Germany Act ("Arbeitnehmer-Entsendegesetz"), there is general agreement that the holiday rules of the collective agreements between the parties, including the holiday guarantee scheme, shall apply during work in Germany.

Appendix 10

Work abroad

This exemplary contract of employment is not a universal contract. It may be expanded with special circumstances relevant to the enterprise/employee.

Please note that items printed in bold are compulsory for compliance with the EU directive on contracts of employment/the Collective Agreement.

The undersigned employer (name): _____

CVR.nr .: _____

Address:_____

_____

and co-signed
Employee (full name): _____

Date of birth:_____

Address (in Denmark):_____

_____

Address (abroad):_____

_____

(The employee is required to notify the employer of any change of address - both in Denmark and abroad).

have entered into the following Contract of Employment:

Clause 1. DURATION AND NATURE OF THE WORK AND CONDITIONS BEFORE DEPARTURE

a. **The Contract shall be valid from the date of departure on:**_____
from which time payment for travel time shall commence, cf. clause 2 e.
Reservations are made for changes to the time of departure. The employer shall notify the employee in writing of any changes.
The enterprise shall defray documented travel expenses.

_____

(The employer/employee) shall provide the necessary reservations.

b. **Job category/job title:** _____

c. **Permanent workplace or main workplace:** _____

□ The employee may be relocated in the contract period
or has

□ **Changing workplaces:** _____

d. Expected duration of the contract: _____
(unless it is permanent employment)
or
the employment relationship is limited to performing the following task:

_____

e. During the work abroad, the employer's notice of dismissal shall be:

_____

while the employee's notice of resignation shall be:

_____
or
the employment relationship cannot be terminated during the posting period, cf. above.
(In case of gross default, clause 9 shall apply).

f. If the employment relationship continues in the enterprise after the return to Denmark, the Wood and Furniture Agreement shall apply, including any local employment agreement.

Seniority shall be calculated from: _____

g. Before departure, a health certificate paid by the employer shall be present. Before departure, a dental certificate paid by the employer shall be present. Expenses for treatment in connection with health certificate/dental certificate shall be no concern of the employer. The following vaccinations must have taken place in due time before departure:

_____

_____

Expenses shall be paid by the enterprise.
Any work and residence permit as well as visa shall be arranged and paid by the employer.
Employees must have passed the following tests before departure:

_____

_____

Clause 2. TRAVEL TIME AND TRANSPORT

a. Outward and return journey shall be made by
(the means of travel is specified): _____

b. _____ kilos of freight-paid personal luggage may be brought along.

c. Equipment/special tool to bring along: _____

d. For preparation time, _____ hours have been agreed and shall be paid with the hourly wage stipulated in clause 4.a.1.

e. During travel, a maximum of 7.4 hours per 24 hours shall be paid with the hourly wage stipulated in clause 4.a.1 regardless of the actual travel time. Travel time shall commence at the specified time in clause 1.a.

f. For expenses for additional consumption etc. during the travel, DKK _____ shall be paid on outward and return journey.

g. Regarding local transport between workplace and place of residence, the following has been agreed: _____

Clause 3. WORKING TIME INCLUDING OVERTIME

The agreed normal weekly working time shall be _____hours**.**

The employee must be prepared to work required overtime beyond the above-mentioned hours. For overtime payment, see clause 4.a.2.

Details regarding scheduling of the daily working time shall be agreed with the enterprise's local management/the customer, including whether there will be work on Sundays, local public holidays and/or Danish public holidays.

Clause 4. WAGES

1**. Normal pay…..... per hour** _____

2. Overtime pay ..... per hour _____

3. Expatriation allowance, bonus and suchlike..... per hour _____

The wage shall be paid on the basis of timesheets certified by the local management/customer unless otherwise agreed.

The agreed wage conditions shall apply throughout the contract period unless otherwise agreed in writing.

b. If the employee is covered by a labour market pension scheme before departure, contributions shall be paid to this scheme with the employer's contribution constituting _____ % and the employee's contribution constituting _____ %.

During the stay, the employer shall pay the expenses for:
□ **board**
□ **lodging**
□ **possibly other additions such as per diem.**
In that case, these are:_____
_____

c. The wage shall be paid in arrears each _____ (for example every 2 weeks or monthly) so

DKK_____ is deposited into bank account

Registration no. **_____ Account no. _____ in Denmark**

And _____ (amount) in _____ (the currency must be stated)
shall be paid at the workplace.

(The latter corresponding to DKK _____ at the date of signing this agreement).
In case of extraordinary exchange rate fluctuations, the payment in foreign currency can be brought up for discussion.

Clause 5. HOLIDAY AND ANY OTHER TIME OFF

a. **Holiday entitlement and holiday allowance shall be earned in accordance with the rules set out in the Holiday Act.**

b. The employee shall be entitled to:
_____ days off including travel time after_____ months' stay at the workplace.

□ The enterprise pays travel from the place of work to the place of residence and back.
The means of travel shall be: _____

Clause 6. DISEASE AND INJURY

a. In case of illness or injury, free medical care and free hospital stays shall be provided. Wherever possible, public hospitals shall be used provided they are available in a reasonable standard, and the treatment can be done properly.
Any home transport due to illness or injury shall be determined by medical advice in consultation with the employee and the employer and paid by the employer. Post-return treatment shall be in accordance with the Danish Health Insurance Act.

Coverage shall be provided for acute dental treatment provided the treatment is proportionate to the dental problem.

b. During absence due to documented illness/injury, the employee shall receive sick pay or the hourly wage stipulated in section 4.a.1. in the employer period that is applicable at any given time. After that, the enterprise may terminate the agreement without notice by paying the return journey.

c. In case of serious illness, injury or death, notification shall be given to: _____
_____
(name, address and telephone number of next of kin)

Clause 7. INSURANCE

The enterprise subscribes to the following insurance policies:

(E.g. accident, travel and leisure accident insurance, luggage insurance, fire insurance, liability insurance)

_____

Clause 8. LIABILITY AND OBLIGATIONS AT THE WORKPLACE

a. Immediately upon arrival at the workplace mentioned in clause 1 (c), the employee shall contact:

_____

for further details regarding commencement of work.

b. Reporting about the work shall be addressed to the local management/the Danish employer/the customer.

c. The employee shall be obliged to perform the tasks connected with the work to the best of his/her ability.

Clause 9. TERMINATION OF THE CONTRACT

If either party terminates this Contract before departure, see clause 1.a. unless the reason for this is attributable to the other party, the party concerned shall pay the other party a compensation equal to the documented costs, however, maximum DKK _____

In case either party substantially violates this Contract, the other party may terminate it without notice if the violation has been pointed out as quickly as practicably possible.

If the employee is responsible for the violation, the right to wages and other allowances, including free board and lodging, as well as transport back to the country of residence shall cease from the date of termination.

Transport back to the country of residence shall be arranged by the employer at the earliest opportunity. The employee shall reimburse the travel expenses associated with the return journey.

In the event of substantial violation by the employer, the employer shall pay the return journey, cf. clause 2.a, and usual expenses until the first possible return journey.

If, afterwards, there is doubt as to the justification of the termination, proceedings pertaining to the rules for handling industrial disagreements shall be initiated as soon as possible after the request has been forwarded to the opposite organisation, cf. clause 10.

Whenever possible, the organisations may be involved prior to the potential termination of a contractual relationship.

As substantial violation shall be considered:

- Absence from work except in case of confirmed illness/injury.
- Violation of _____'s (country) laws and regulations regarding foreigners' work and stay in the country.
- Circumstances of the employee's own making involving the cancellation of residence and/or work permit.

- Violation of instructions regarding working standards, safety rules and abuse of equipment, etc. if this has previously been reprimanded in writing.
- Intake of beer and spirits during working hours as well as excessive drinking or other undue behaviour in the free time if this has either led to police intervention or has previously been pointed out in writing.
- Upon recruitment, to have concealed information on the state of health.
- If the wage, working conditions and accommodation differ significantly from what was agreed in the Contract.

Clause 10. DISAGREEMENTS

The parties agree that any disagreement regarding terms of this Contract shall be dealt with in this country in accordance with the rules for handling industrial disagreements.

Place and date: _____

_____ _____

(Employer) (Employee)

Appendix 11

Parental leave (EU implementation)

Access to parental leave

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

Clause 1. Parental leave

The parties consider the directive's parental leave provision to be implemented through the applicable legislation.

Clause 2. Time off from work due to force majeure

An employee shall be entitled to take time off from work due to force majeure in the event that compelling family reasons such as illness or accident make the immediate presence of the employee urgently necessary. The time off shall be unpaid unless some other arrangement has been agreed individually or as a consequence of local agreements or standard practice.

This provision does not affect the application of other rules on absence.

Clause 3. Care of seriously ill, close relatives

In relation to the rules in Consolidation Act on Social Services, Part 14, on assistance in connection with the care of seriously ill relatives in their home etc., the parties agree that requests for leave shall be met to the extent possible for employees wishing to care for close relatives.

Clause 4. Entry into force

The Protocol shall enter into force upon the adoption of the Collective Agreement. However, legal claims under the rules for handling industrial disagreements cannot be filed for violations of the directive before 3 July 1999.

Appendix 12

Part-time work (EU implementation)

DIO 1 and 3F have entered into the below agreement with a view to implementing Council Directive 97/81/EC of 15 December 1997 on the framework agreement on part-time work concluded by UNICE, CEEP and the ETUC.

The parties to the Collective Agreement agree:

- that this Collective Agreement is not in contravention of the provisions of the aforesaid Directive
- that the Organisation Agreement implements the aforesaid Directive.

Clause 1. Purpose

The purpose of the Directive is:

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

Clause 2. Scope

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

Clause 3. Definitions

A part-time employee shall mean:

An employee whose normal hours of work calculated on a weekly basis or as an average over a period of employment of up to 1 year amount to less than the normal hours of work for a comparable full-time employee.

A comparable full-time employee shall mean:

A full-time employee in the same enterprise who has the same type of contract of employment or employment relationship and who is employed to do the same or similar work/job.

Such comparison shall consider matters such as seniority, qualifications and skills.

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

Clause 4. The principle of non-discrimination

In respect of employment conditions, part-time employees shall not be treated in a less favourable way than comparable full-time employees solely because they work part-time unless different treatment is justified on objective grounds.

The principle of proportional pay and proportional rights shall apply to the area covered by this Agreement.

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

Clause 5. Possibilities of part-time work

In relation to the purpose of this agreement, cf. clause 1, and the principle of non-discrimination, cf. clause 4, the parties agree as follows:

If the parties identify obstacles that may limit the possibilities of part-time work, such obstacles shall be reconsidered with a view to elimination.

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

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

Clause 6. Final provisions

This Agreement shall not affect the protection enjoyed by part-time employees in accordance with this Collective Agreement.

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

This Agreement shall apply subject to more specific Community provisions.

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

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

Copenhagen, 28 January 2000

Appendix 13

Agreement implementation of Directive on fixed-term work

Today, DIO 1 and 3F have agreed that, during this collective agreement period, but no later than 10 July 2001, the parties shall implement Council Directive 1999/70 / EC on the framework agreement on fixed-term work concluded by EFS, UNICE and CEEP, in the present Collective Agreement.

Appendix 14

Organisation Agreement - Interpretation of the renewal agreement

With a view to avoiding industrial disputes based on misunderstandings of agreements concluded in connection with the renewal of the Collective Agreement, the parties agree that at any time during the agreement period that follow the renewal of the Collective Agreement, there must be access to presenting such disputes to the select negotiation committee for opinion before any industrial arbitration.

Opinions from the select negotiation committee are binding on the organisations.

Appendix 15

Implementation of the Consolidation Act on Equal Pay etc. in the Collective Agreement

The parties to the Collective Agreement agree to implement the Consolidation Act on Equal Pay to Men And Women in the collective agreements.

Based on this, the parties agree on the following protocol text:

Clause 1. No gender discrimination with regards to remuneration may take place in contravention of the rules in this Agreement. This applies to both direct and indirect discrimination.

Subclause 2. All employers shall offer men and women equal pay, including equal pay elements and pay conditions, for the same work or work given the same value. Particularly when a professional qualification system is used to establish the pay, this system shall be based on the same criteria for male and female employees and be designed in a way that it excludes discrimination on grounds of gender.

Subclause 3. The evaluation of the value of the work shall take place on the basis of a general evaluation of relevant qualifications and other relevant factors.

Clause 1 a. Direct discrimination shall exist where a person on grounds of gender is being treated worse than another person is, has been, or will be treated in a corresponding situation. Any form of inferior treatment of a woman in connection with pregnancy and during a woman's 14 weeks of absence after childbirth is considered direct discrimination.

Subclause 2. Indirect discrimination shall exist where an apparently neutral provision, criterion or practice disadvantages persons of one gender compared with persons of the other gender unless that provision, criterion or practice is justified by objective factors and the means to fulfil it are appropriate and necessary.

Subclause 3. Remuneration is the normal basic or minimum pay and all other remunerations that as a consequence of the employment the employee receives directly or indirectly from the employer as money or provisions.

Clause 2 An employee whose remuneration is lower than that of others in contravention of clause 1 shall be entitled to the difference.

Subclause 2. An employee whose rights have been violated as a consequence of payment discrimination on grounds of gender can be awarded compensation.

The compensation is established considering the employee's seniority and the general circumstances.

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

Clause 3 An employer shall not be allowed to dismiss or subject an employee, including an employee representative, to other unfavourable treatment by the employer as a reaction to a complaint, or because the employee or employee representative has put forward a claim for

equal pay, including equal pay conditions or for passing on information on pay. An employer shall not have the right to dismiss an employee or an employee representative for having put forward a claim laid down in (1) of clause 4.

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

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

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

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

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

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

Clause 5 An employee who finds that the employer does not comply with the duty to offer equal pay, including equal pay conditions under this Agreement may bring legal action to establish the claim.

Subclause 2. Where a person who finds that he or she has been discriminated against, cf. clause 1, establishes facts which give cause for presuming that direct or indirect

discrimination has taken place, it is incumbent on the other party to prove that the principle of equal treatment has not been violated.

Clause 6 Wherever the union find grounds to take legal action pursuant to the above rules, a survey of the enterprise may take place with the participation of the organisations before the issue is handled, pursuant to the disputes procedures.

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

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

The parties furthermore agree to incorporate into this Agreement moderations of the equal pay act as a consequence of any changes in obligations pertaining to EU law.

Appendix 16

Agreement on holiday transfer

Effective as from January 1, 2021
according to the Wood and Furniture Agreement

Undersigned employer (name)_____CVR no.:

Address:_____Telephone no.:

Postal code/City:

The employee's full name:_____Date of birth:

Address:_____Telephone no:.

Postal code/City:

1. Transferred holiday

The parties have agreed in accordance with the rules below that ___ days of holiday may be transferred to the next holiday period. A maximum of 10 days may be transferred, and all holiday must be taken at the latest in the 2nd holiday year.

2. Agreements on holiday

For the transferred holiday, the following has also been agreed (mark 1 option only):

2.1 □ The holiday shall be taken in connection with the main holiday in the holiday year 20__.

2.2 □ The holiday shall be taken in the following period:

From and including __/__/20___ to and including ___/___/20___.

2.3 □ Another or supplementary agreement:

3. Other provisions

3.1 Agreements on holiday transfer must be made before December 31 after the expiry of the holiday year.

3.2 If there is no later agreement on when to take the holiday, the holiday will be placed as other holidays (Remaining holiday).

3.3 If an agreement has been made on when to take the transferred holiday, such an agreement can only be changed by a new agreement.

3.4 The employer is obliged, before December 31 after expiry of the holiday period and in writing, to inform the person who pays the holiday allowance for the transferred holiday that the holiday has been transferred. This can for example be done by submission of a copy of this agreement.

Date: _____

Enterprise's signature	Employee's signature

Appendix 17

Local cooperation

Good cooperation between management and employees is a prerequisite for the productivity and competitiveness of the enterprises and the well-being and development opportunities of the employees in a globalised world.

A joint effort (DIO 1/TMI and 3F) will be launched to promote the election of trade union representatives where no union representative is currently elected. The effort is intended to emphasise the many benefits of structured and sustained local cooperation between the elected union representatives and the management of the enterprise.

Newly elected trade union representatives shall be offered a training and cooperation programme of 2 x 2 days provided by the parties to the Collective Agreement. The union representative shall be entitled to attend such course within the first 18 months of his/her election.

The employer shall pay an amount corresponding to the loss of income that the union representative has suffered as a result of attending this course.

For this purpose and under this Collective Agreement, the Association of Danish Wood and Furniture Industries pays an amount of DKK 0.20 per hour per employee on behalf of the member enterprises.

The amount will be paid to the industry's training and development fund, 'Træets Uddannelses- og Udviklingsfond'.

The Fund's assets shall be used for training and remuneration of union representatives and for further development and training for the benefit of cooperation between the enterprise and the union representatives.

The parties agree that unused funds from the collection of the "20-øre Fund" may be used for other training purposes for apprentices.

Appendix 18

Price lists

The parties to the Collective Agreement agree that the parties do not waive any rights or cover any new areas by agreeing to apply the price lists and corresponding provisions as they have been agreed between the Danish Construction Association (Dansk Byggeri) and 3F at the 2020 collective agreement renewal for carpentry and joining work and flooring work.

The coverage area of the price lists is as stated above, and the workshop price list and inventory price list remain part of the price list complex.

It has also been agreed that the price lists do not cover inventory work in shops, banks, and similar premises.

For glazing work, the price list applies as agreed with the glaziers' association (Glarmesterlauget) and 3F. In section 71 of the glaziers' prize list, group 4, only 1.1 "Construction work" is applicable. Excluded from the price list is inventory (in shops, banks and similar premises), furniture and industrial workshop work.

It has been agreed no later than at the next collective agreement renewal to discuss whether to continue the use of the abovementioned price lists from the price list complex of the Danish Construction Association and 3F.

In the event that DI/Association of the Danish Wood and Furniture Industries, at the 2023 collective agreement renewal wish to negotiate the price lists for these areas independently, such negotiations may be based on the price lists that were in force at the end of the collective agreement term.

Workshop and inventory price lists

The parties agree that the available price lists - sections 50 to 59 of the workshop list and sections 60 to 69 of the inventory price list (last reprint in 1993) – shall be suspended.

Quite a few work functions are incorporated in the price list for well-executed carpentry and joining work.

The remaining price and work positions will no longer be maintained.

The Danish Construction Association, the Association of the Danish Wood and Furniture Industries and 3F agree that the work described in the workshop price list and inventory price list is still a relevant area for these organisations.

- The parties agree that exempted from the price lists is inventory (in shops, banks and similar premises), furniture and industrial workshop work.

Appendix 19

Explanation for section 74 - Piecework provisions

Allocation:

A written agreement between the enterprise and the employees about how much work the employees must perform on the site in question. The work must be described as accurately as possible and the individual building components must be described, possibly with reference to the drawings and descriptions provided (technical instructions). At the same time, the amount of the agreed work must be defined as accurately as possible so that the third party is in no doubt about the content of the allocation.

Piecework agreement:

A written agreement between the enterprise and the employees containing a description of the work, the prerequisites for execution and the price of the work.

It is recommended:

- To the extent that an allocation has not been made, the piecework agreement shall contain a description of the extent of the work corresponding to the extent described under Allocation.
- That the agreement shall refer to the Collective Agreement and the General and Special Provisions of the price lists.
- Prior to the commencement of work, it shall be agreed which tools/technical aids shall be made available by the enterprise.

Piece rate:

A written agreement between the enterprise and the employees for work that cannot be deduced from the price lists and/or is not described in the piecework agreement.

Piecework account:

A piecework account can, as a rule, be prepared according to either the journeymen's price list in 'Billedprislisten' or TARIF and reflects a statement of the work performed.

A piecework account does not contain a statement of hours used and distribution of surplus.

Standard piece rate:

A written agreement between the enterprise and the employees based on an average piece rate of, for example:

- different types of doors that do not cost the same,
- different types of roofing or roof construction that do not cost the same,
- different types of wall covering or wall construction that do not cost the same.

In these cases, the enterprise and the employees agree that these different types are to be paid the same unit price or square metre price.

Often the agreed average piece rate will be based on one or more piecework accounts.

Estimated piece rate:

A written agreement between the enterprise and the employees. As opposed to a standard piece rate, it is experience-based pricing of a particular job. The piece rate is negotiated between the parties based on each their experience.

It will often be a total price for a piece of work.

Piecework statement:

A prerequisite for a piecework statement is that the work is performed as piecework.

Piecework statements shall contain:

The agreed/measured piecework amount:
Statement of piece rates
Statement of duration in hours, including apprentices.
Statement of paid advance payments.
Breakdown of surplus per employee.

Piecework:

If one of the parties so wishes, all new work shall be done as piecework and be paid according to the current price lists of the Danish Construction Association and 3F including relevant provisions.

Appendix 20

Schemes for gradual increase of pension contributions

Regarding transition schemes for newly admitted member enterprises which, upon admission, have a pension scheme at a lower level than the full contribution rates of the Wood and Furniture Agreement, the parties agree on the following:

The gradual increase to match the collectively agreed contribution rates shall begin at admission and proceed independently of the enterprise's existing pension scheme at the time of admission. Current employees shall continue at the agreed pension rates, but at least at the same level as the transition scheme. Employees who are employed after the date of admission shall be entitled to the same pension rates as the employees employed prior to the admission shall always be entitled to.

The parties further agree that any gradual increase for employees covered by the Wood and Furniture Agreement requires that the employees involved are registered with Industriens Pension.

Copenhagen, February 23, 2012

Appendix 21

Expenses for school attendance

The provisions of the apprenticeship regulations of the Wood and Furniture Agreement clause 8 concerning employers' payment of school attendance will be cancelled and replaced by legislative provisions if Folketinget (parliament) adopts the proposal that the Danish Employers Confederation (DA) and the Danish Confederation of Trade Unions (LO) agreed on in the Conciliator's mediation proposal of 21 March 2014.

Implementation of the proposal means that enterprises shall pay the costs of school attendance for students in vocational training when the stay is necessary to complete their education.

The expenses of the enterprises for students' school attendance shall be reimbursed through the Employers' Education Grant (AUB) which already reimburses transportation costs.

If Folketinget adopts the new rules, these will replace the Collective Agreement's current rules on payment of school attendance from the date the new rules enter into force. In this connection, further and more detailed information about the new rules will be issued.

To the extent that the new rules in the Act on Vocational Education and Training should eventually be amended so the conditions of the mediation proposal should change decisively, the parties to the Collective Agreement shall negotiate the consequences of the changes. In case of disagreement, the question may be negotiated between LO and DA.

Copenhagen, 4 April 2014

Appendix 22

Clarification of the use of temporary workers - Temporary agencies

1. In order quickly to clarify whether, in specific cases, temporary work is covered by clause 72, the trade union representative of a requisitioning enterprise may request information from the requisitioning enterprise concerning external enterprises that, for the requisitioning enterprise, perform work which could otherwise naturally be carried out by the requisitioning enterprise's own employees.

2. The request shall be made in connection with the work of one or more external enterprises for the requisitioning enterprise.

3. If, after local exchange of information and discussion, the parties still disagree as to whether temporary work is covered by clause 71, 3F may request a clarifying meeting with DI/the Association of Danish Wood and Furniture Industries. Minutes of the local discussions shall be submitted along with the meeting request.

4. 3F may also request a clarifying meeting with DI/the Association of Danish Wood and Furniture Industries in cases where there has been no local discussion of an external enterprise's work for the requisitioning enterprise because there is no elected union representative at the requisitioning enterprise.

5. A clarifying meeting shall be held at the requisitioning enterprise as soon as possible and no later than 7 working days after receipt of the request unless otherwise agreed between the parties.

6. As a minimum, the following information shall be given at the meeting:

   - Name of the external enterprise and CVR number (P-number) or RUT number
   - The name of the requisitioning enterprise's contact person at the external enterprise
   - Description of the external enterprise's tasks in the requisitioning enterprise and the expected schedule for their completion
   - Description of the managing and instructional powers over the employees of the external enterprise

   The information may be presented orally at the clarifying meeting. A record of the meeting must be produced.

7. If the parties agree that the external enterprise carries out temporary work covered by clause 72, any further handling of the case shall be conducted in accordance with clause 72.

In the event of disagreement whether the external enterprise performs temporary work covered by clause 72, the case may be continued according to the Collective Agreement's rules on the handling of industrial disagreements. In that connection, the parties may agree that the case should be dealt with directly at an organisation meeting. In that case, the deadline for request of this shall be counted from the date of the meeting.

Copenhagen, 17 February 2017

Appendix 23

Systematic overtime

Understanding of clause 11 (2) on Systematic overtime.

The parties have discussed the understanding of clause 11 (2) on systematic overtime.

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

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

The parties also agree to make it clear that it is not a rolling 12-month settlement period according to the same principle that applies to taking time off for other overtime, cf. clause 16, in cases with a rolling 2-month period. On the contrary, it is a period of maximum 12 months from the establishment of the systematic overtime within which the systematic overtime shall be taken as time off. If the systematic overtime is taken as time off before the expiration of the 12-month period, the overtime is considered offset, and a new 12-month period begins at the notice of new systematic overtime.

Copenhagen, 17 March 2017

Appendix 24

Organisation agreement on data protection

DI (for TMI) and the 3F industry group agree that provisions in the Collective Agreement and the case handling associated with it must be interpreted and processed in accordance with the Data Protection Regulation (EU 2016/679), which applies in Denmark from 25 May 2018.

DI (for TMI) and the 3F industry group agree that at the implementation of the Data Protection Regulation, it is ensured that the current practice of collecting, storing, processing, and disclosing personal data in accordance with the obligations pertaining to employment and labour law can continue.

Copenhagen, February 20, 2020

Appendix 25

Standby service

The parties to the Collective Agreement have, with reference to Appendix 3 on Dispensations for rest periods and 24-hour rest period, and section 19 of Executive Order no. 324 of May 23, 2002, entered into a framework agreement that enables the local parties to agree that for the types of work that are not covered by Annex 1 of the Executive Order, the rest period may be postponed in connection with standby service.

The work covered by Annex 1 of the Executive Order is not regulated by this agreement, but only by the Executive Order.

Local standby service agreements entered into before March 1, 2020, are not affected by the above.

Appendix 26

The green transition

The parties agree to concur with TekSam's theme on the green transition in the coming Collective Agreement period regarding the following:

The enterprises are facing radical changes in connection with the green transition. The decision on the new, ambitious climate goals will require Danish enterprises to continue using new technologies as well as developing and streamlining production.

In Denmark, we are already recognised for our experience and global leadership role in green technology and green transformation. DI and CO-industri agree that the green transition has the potential to continue to strengthen our business opportunities in a global market.

In order for Danish enterprises to be well equipped to take advantage of the opportunities of the green transition, it is absolutely crucial to further develop their ability to adapt and innovate, including qualification and ongoing skill development.

DI and CO-industri agree that such goals can be supported through systematic cooperation between employees and management at all levels in the enterprise, and that these goals are key elements in a forward-looking corporate policy. This also applies to cooperation to reduce enterprises' own environmental and climate impacts, and what they can do to reduce impacts throughout the entire value chain and the outside world through their products and services.

In continuation of this, DI and CO-industri agree that the green transition is a central theme for TekSam in the coming collective agreement period. This will continue and expand TekSam's focus in recent years on technology changes such as Industry 4.0 with automation, and the implications of this for factors such as new competencies.

It is crucial for the enterprises that they get the best and broadest possible basis for cooperation on the green transition, and in future, the topic should be a naturally recurring theme for the cooperation committees. Consequently, the TekSam Committee will pay special attention to the green transition, including how employees and managers can be prepared for cooperation on sustainability.

During the period and in connection with enterprise-oriented activities, the TekSam Committee and the cooperation consultancy service will work to strengthen the systematic cooperation at enterprises between employees and management on the green transition. This will include TekSam's annual days, consulting assistance to cooperation committees, and newsletters.

Copenhagen, February 20, 2020

Appendix 27

Training in connection with dismissal

The parties to the Collective Agreement want to strengthen the opportunities for further training for dismissed employees. The intention is to support the path to a new job. The parties want to expand the possibilities for course attendance once the employee has been dismissed. It is the intention that this course attendance should take place as soon as possible after receipt of the notice, but as there may be situations where the training cannot take place in the notice period, the parties would like to create better opportunities for training after expiry of the notice period.

The parties wish to expand the opportunities for training in connection with dismissal in the way that up to 5 weeks of training with support by the Wood and Furniture Industry Competence Fund (TMKF) can be completed after expiry of the notice period.

The parties call on the government and the Folketing (parliament) to establish a structure that will make it possible to provide support from a competence fund for training after the notice period for dismissed employees in the same way that the employee's training is supported during the employment period.

If the Folketing should meet the parties' wishes for amendments to the legislation, the following provisions shall enter into force as a replacement for the text in clause 39 (4) of the Wood and Furniture Agreement.

Clause 39 (4) Training in connection with dismissal

1) *Employees who are dismissed with notice due to restructuring, cutbacks, close-down or any other matters in the enterprise, shall have the rights below, dependent on seniority.*

2) *All employees shall be entitled to paid time off up to two hours to seek advice in their unemployment insurance fund/trade union. This time off shall be scheduled as soon as possible after the dismissal with due consideration to the enterprise's production planning.*

3) *Employees with at least 6 months' seniority in the enterprise shall be entitled to one week off for further or continuing training with support from the Association of the Wood and Furniture Industries' Competence Fund (TMKF).*

   Furthermore, these employees shall be entitled take use up to two weeks of non-used leave, cf. clause 69 (3).

4) *Employees who have been continuously employed by the enterprise for at least 3 years shall be entitled to an additional two weeks' leave, i.e. a total of up to 5 weeks of training with support from TMKF.*

5) *Employees who are entitled to leave according to items 3 and 4, shall be entitled to support under the payment rules in clause 69 (2) and clause 64 (2) for the entire period. In addition to courses relevant for employees under the coverage area of the Wood and Furniture Agreement, support can also be applied for selected publicly supported courses aimed at employment in passenger transport and the canteen and cleaning areas.*

6) *Course attendance can be completed after resignation, if the following conditions are met:*

   a. *Course attendance must, to the extent possible, be attempted to take place during the notice period. Both employee and enterprise must contribute to meeting this goal. The TMKF secretariat may request documentation from both parties.*

   b. *The employee must have applied for, and received a commitment from TMKF for support for a specific, time- fixed course before the expiry of the notice of termination. There may be one or more courses.*

   c. *The employee in question is still looking for work and is available for work. This means that a course supported by TMKF must give way to offered work even after the course has started.*

   d. *Competence development with support from TMKF must be completed no later than three months after the expiry of the employee's notice of termination.*

      The support from TMKF for course attendance after resignation shall be calculated on the basis of the applicant's wage at the time of application.

If the new legislation falls into place, the parties agree to meet with a view to discussing whether adjustments are needed in the agreed wordings of clause 39 (4) of the Wood and Furniture Agreement. It is agreed to agree as soon as possible on such possible adjustments as well as the entry into force of the provisions.

Copenhagen, February 20, 2020

Appendix 28

Organisation agreement on education and training representative

At local agreement between management and the trade union representative(s), trade union representative(s) may appoint a joint education and training representative at the enterprise.

This representative may assist the enterprise and employees with education and training in accordance with the provisions of the collective agreements, including being a sparring partner for the enterprise, employees and any outreach consultancy service under TMKF. In addition, the education and training representative can assist the enterprise in creating an overview of where apprentices and trainees may be trained to cover the enterprise's competence needs.

Copenhagen, February 24, 2023

Appendix 29

Organisation agreement on the role of organisations in the settlement of disputes concerning local wage negotiations

The parties agree that wage formation in the Wood and Furniture Agreement shall take place locally, and that both the local parties and the parties to the collective agreement have a common interest in supporting the minimum wage system.

If the local parties want the wage to be negotiated collectively, the parties to the agreement agree that this is a natural model that can be accommodated by the Wood and Furniture Agreement. The parties to the agreement consider it appropriate, if necessary, to enter into an agreement in accordance with the rules of clause 28 of the Wood and Furniture Agreement.

In local wage negotiations, the local parties are obliged to enter into genuine negotiations, without demanding the form, scope and content of the negotiations or the outcome of the negotiations.

DIO I for the Association of Wood and Furniture Industries and the 3F Industry Group shall, in connection with the relevant handling of cases concerning local wage negotiations, support a calm and good cooperation between the local parties and ensure that the local parties live up to the rules of the agreements and the intentions of these.

Prior to the mediation meeting under clause 54 of the Wood and Furniture Agreement, DIO I for the Association of Wood and Furniture Industries and the 3F Industry Group may invite the local parties to resume the local wage negotiations and to submit a full summary of the local wage negotiations highlighting the elements discussed.

Furthermore, DIO I for the Association of Wood and Furniture Industries and the 3F Industry Group may invite the enterprise to report to a union representative elected by the enterprise on the enterprise's productivity, competitiveness, economic situation and future prospects, including order backlog, market situation and production conditions.

Without committing the local parties, DIO I for the Association of Wood and Furniture Industries and the 3F Industry Group can propose measures that, based on the above, can contribute to a wage improvement for employees.

Where the local parties resume the local wage negotiations in accordance with the above rules, the deadline stated in clause 54(5) of the Wood and Furniture Agreement is suspended.

Copenhagen, February 24, 2023

Appendix 30

Common understanding of the severance pay provision

Section A.

The parties to the agreement have discussed the understanding and interpretation of the provision in clause 39(6) of the Wood and Furniture Agreement

Against this background, the parties have agreed on the following common understanding with effect from July 6, 2011:

Employees who do not receive daily allowance as stated in clause 39(6) of the collective agreement at the time of termination are entitled to severance pay when the following situations exist:

1. The employee fulfils the conditions of clause 39(6), except that he or she does not de facto receive unemployment benefit at the time of resignation.

2. The reason why the employee does not receive unemployment benefits is that at the time of resignation he is:

    a. Sick or

    b. Takes holiday or

    c. Participates in continuing training and in this connection receives VEU reimbursement.

3. The employee fulfils all the conditions in clause 39(6) when the sick leave, holiday or course participation has ended.

4. Termination pursuant to section 41(3)

Section B. Cross-border commuters – effective from March 1, 2023

Employees who have their permanent residence outside Denmark may be entitled to severance pay in accordance with clause 39(6), even if they do not receive unemployment benefits.

The condition that employees must receive unemployment benefits to be entitled to severance pay is waived in the following cases:

Due to current rules, the employee is prevented from being a member of a Danish unemployment insurance fund and thus is not covered by the Danish unemployment benefit rules.

The employee is or has been a member of a Danish unemployment insurance fund and would at the time of termination have received unemployment benefit if the employee continued to reside in Denmark and was available for the Danish labour market, but the employee does not receive unemployment benefit solely because the employee has returned to his or her residence outside Denmark.

During employment, the employee has not been a member of a Danish unemployment insurance fund, but during his employment in Denmark has been covered by an unemployment insurance fund or an equivalent insurance scheme in another EU country and receives insurance equivalent to Danish unemployment benefits (A-kasse) in the country of residence after ending employment in Denmark.

The employee must meet the other conditions in clause 39(6) to receive the severance pay.

The severance pay is calculated at the daily benefit rate that the employee would have received in Denmark.

Copenhagen, February 24, 2023

Provisions relating to Apprentices

Further information:
Sekretariatet for det faglige udvalg
Snedkernes Uddannelser
Bygmestervej 5, 2
DK-2400 Copenhagen NV
Tel: +45 70 20 86 30
Email: post@snedkerudd.dk
Website: www.snedkerudd.dk

Further information about AUB (Employers Education Grant):
Kongens Vænge 8
DK-3400 Hillerød
Tel.: +45 70 11 12 13
Website: www.borger.dk/aub

Clause 1. Scope

Subclause 1.

The rules laid down in this Agreement shall apply to apprentices and adult apprentices employed under the provisions of the Danish Vocational Education and Training Act, including apprentices undergoing such training as woodcutting machinist or production assistant.

Subclause 2.

The provisions shall also include other apprentices who are trained by adults comprised by the Wood and Furniture Agreement between 3F and DIO1/the Association of Wood and Furniture Industries.

Clause 2. Education

Reference is made to the consolidation act for the relevant education.

The programmes alternate between training at the enterprise and at vocational schools.

Final apprenticeship test:

In connection with the final school period, the apprentice shall pass an apprenticeship test at the school.

The vocational committee shall ensure that the execution of the test takes place under satisfactory control.

The training enterprise has a duty to recommend the apprentice for the apprenticeship test/final exam at least one month before the start of his/her last school period.

To cover expenses incurred in issuing a certificate of completed apprenticeship and the end-of-school celebration, the enterprise shall pay a fee according to current rules.

The parties agree that expenses incurred in connection with the apprenticeship test are paid by the enterprise.

Final test:
Apprentices training to become production assistant or who are enrolled in other short apprenticeship programmes shall take the final exam at the school during the last school period.

The trade committee shall issue a certificate.

Fees shall be charged according to applicable rules.

Clause 3. Change of apprenticeship period

A: Reduced apprenticeship period:
If prior employment and relevant training of the student are found sufficient, the education may be completed at reduced apprenticeship.

B: Prolonged training period:
If the training period is extended for unforeseen reasons, such as delays caused by the school or injury at the workplace, the collectively agreed minimum payment for adult workers of the trade shall be paid during the extended training period.

If the apprenticeship test is not passed, the training period may be extended by up to six months. Payment during the extended period shall correspond to the minimum wage of the trade. For adult apprentices who have received the minimum wages of the trade in accordance with clause 6 during their training period, the minimum wages of the trade shall be paid, plus an allowance equal to the difference between the minimum wage and the final year apprenticeship rate.
Any change in apprenticeship must be approved by the trade committee.

Clause 4. Training agreement

Subclause 1.

A condition for completing a vocational training programme is that a training agreement has been entered into between the apprentice and the enterprise.

A training agreement shall be in writing and signed at the latest at the beginning of the contractual relationship. The agreement must be written on a form approved by the Ministry of Education.

Subclause 2.

The agreement may not contain any changes or additions to the form's content without the approval of the trade committee.

The training agreement signed by the parties shall be submitted to the preferred technical school where the school periods are to be taken.

Clause 5. Compulsory attendance during school periods

During school periods, apprentices shall follow the school's worktime and attendance rules. They shall not be required to work at the enterprise before or after classes.

This shall also apply if days off are taken. These must subsequently be compensated for through extra classes at school.

During school holidays (such as Christmas, Easter and Pentecost), however, the apprentice has a duty to meet up at the enterprise if it continues operation.

Clause 6. Wages

Subclause 1.

Minimum pay for adult apprentices

For apprentices entering into a training agreement after the age of 25, wage for the whole training period is the minimum wage rate as per clause 8 of the Wood and Furniture Agreement

March 1, 2023	per hour DKK 131.65
March 1, 2024	per hour DKK 136.15

Subclause 2.

Minimum pay for apprentices

March 1, 2023

1st wage scale, variable	per week DKK 2,781.00	per hour DKK 75.15
2nd wage scale, 52 weeks	per week DKK 3,231.65	per hour DKK 87.35
3rd wage scale, 52 weeks	per week DKK 4,266.00	per hour DKK 115.30
4th wage scale, 52 weeks	per week DKK 4,861.80	per hour DKK 131.40

March 1, 2024

1st wage scale, variable	per week DKK 2,878.35	per hour DKK 77.80
2nd wage scale, 52 weeks	per week DKK 3,344.75	per hour DKK 90.40
3rd wage scale, 52 weeks	per week DKK 4,415.30	per hour DKK 119.35
4th wage scale, 52 weeks	per week DKK 5,031.95	per hour DKK 136.00

The wage shall always be calculated backwards from the end of the training programme in full years. The remaining time is variable.

Other apprentices
For other apprentices, cf. clause 1 Scope (2), who are trained by adults covered by the Wood and Furniture Agreement, the wage shall be determined by local agreement in the enterprise. However, the wage must be at least equivalent to the pay stated in clause 6 (2).

Payment for young people in training for production assistant or industrial operator shall follow the 2nd wage scale for the first year and the 3rd wage scale for the second year.

Students in Vocational Education and Training including General Upper Secondary exam (EUX)

EUX students follow the rules of the apprenticeship provisions of the Wood and Furniture Agreement, including clause 6(2), except that the pay is adjusted as follows:

Regardless of the starting date, pay is adjusted backwards.

- From February 1 for the apprenticeship test taking place on the last Friday in September of the final year
- Or from August 1 for the apprenticeship test taking place on the last Friday in March of the final year
- The adjustment is made by 1 year for the 4th, 3rd, and 2nd wage scales, respectively. Any pay earlier in the training period is paid using wage scale 1 and is variable in time.
- The training period between February 1 and the last Friday in September of the closing year of August 1 and the last Friday of the following March of the final year is paid at the minimum wage rate applicable at any time in clause 8(1) of the Wood and Furniture Agreement.

Note re: EUX students
The above applies on condition that the Trade Committee's application for an extension of the training period of six months for apprentices completing the training as EUX is accepted and will take effect at the time when the requested extension takes effect, which will be no earlier than January 1, 2024.

Basic Vocational Education and Training - EGU

Students taking EGU shall be paid the wages rates set out in clause 6 so the first year at EGU pays wage scale 1 and the second year pays wage scale 2.

Clause 7. Reimbursement of paid wages during school periods

The employer can, upon application to the Employers Education Grant (AUB), apply to have the apprentice's wage during school periods reimbursed.

Clause 8. Travel allowance and schools with lodging

The enterprise shall reimburse the apprentice’s travel expenses when the total distance to school is 20 km or more.

The total distance shall be the shortest route from the usual residence or workplace to school and back to residence or workplace. Furthermore, the distance between the lodging and school shall be included.

If possible, apprentices should use public transport in the least expensive and most appropriate way. Whenever possible, travel cards or monthly passes shall be used.

If the use of public transport causes unreasonable inconvenience to the apprentice, own means of transport may be used, but only after the employer's approval in each case.

For public transport, AUB provides reimbursement for actual expenses incurred. The allowance for driving in one’s own car shall correspond to the compensation for the cheapest public transport.

For apprentices staying away from home, reimbursement of travel expenses between the lodging and the school shall be provided, as well as travel between the lodging and home for weekends, holiday and public holidays.

The travel allowance is granted upon application to AUB.

AUB shall pay the cost of lodging at schools according to current rules, as laid down in the annual government budgets:

a) If the apprentice is ordered to attend a school with lodging in accordance with current rules on free school choice.

b) If the student can only attend classes at a school that requires lodging with payment at the rate (2017 level: DKK 500/week) as stipulated in the annual government budgets.

The enterprise shall be responsible for the costs of adult apprentices’ education at schools, possibly supplementary education outside the enterprise and for the apprenticeship test.

Note
If legislation on payment for schools with lodgings changes, please refer to the last paragraph of Appendix 21 in Organisation Agreement from April 2014: The text of the main organisations for the decentralised collective agreements on school with lodgings..

Clause 9. Holiday

Apprentices shall be covered by the Holiday Act in line with other employees.

Apprentices and trainees with training agreement under the Vocational Education Act are entitled to paid holidays for 5 weeks during the first and second full holiday period after commencement of the employment relationship.

The employer shall pay wages during holidays to the extent that the trainee has not earned the right to paid holidays or holiday allowance.

Pay during the holiday must correspond to the pay at the time of taking the holidays.

If the apprenticeship has begun in the period from September 2 to October 31, the trainee shall have a corresponding right to paid holidays for 5 weeks during the holiday period that relates to the holiday year.

If the apprenticeship has begun in the period November 1 - June 30, the trainee shall be entitled to 3 weeks of paid main holiday in the main holiday period and 5 days of paid holiday during company closure before the main holiday period.

The apprentice shall also be entitled to a holiday supplement of 1%, cf. the Holiday Act.

For apprentices with holiday allowance earned before the apprenticeship entered into force, this allowance may be set off against wage during holidays, however, no more than up to the wage. If the holiday allowance does not cover the apprentice's wage scale, the enterprise shall supplement up to this wage scale.

Completion of apprenticeship

Upon resignation or graduation, holiday allowance shall be granted at 12.5% of the wage qualifying for holiday (paid wage excluding wage during holidays and excluding holiday supplements), for the part of the earned holidays that have not yet been taken.

No set-off can be made in holiday supplement already paid.

Example:

If the apprentice has taken three of the five weeks of holiday with pay with that have been earned in a holiday year, the trainee shall be entitled to holiday allowance on resignation or graduation, corresponding to 2/5 of 12.5% of the wage qualifying for holiday in the holiday year.

If the apprenticeship is interrupted or terminated before completion, the apprentice shall be entitled to holiday allowance as mentioned above.

Days off
New Year's Day, Maundy Thursday, Good Friday, Easter Monday, Whitmonday, Store Bededag (this public holiday will be abolished from 2024), Ascension Day, Christmas Day, Boxing Day, 1st of May, Constitution Day (5 June) and 24th December.

If the 1st of May falls under the apprentice's compulsory school period, this day shall not be a day off.

Extra holiday/child's sickness/childcare day
Time off shall be granted according to the same rules that apply to other employees, with the wage rate applicable to the apprentice. Childcare days shall be without pay, but the apprentice may receive an amount from his/her Optional Pay Account.

The enterprise shall give the apprentice the necessary time off to attend the Day of Defence and a public duty if this occurs within normal working hours. The apprentice shall be required to immediately notify the employer of the date and time at the time of the call-up.

When the above days fall on normal working days, normal wage shall be paid.

Apprentices shall be granted time off when necessary to be hospitalised with a child. The rule shall apply to children under 14 years of age.

The time off shall apply only to one of the holders of custody of the child, and the parent shall be entitled to time off at the most for a total of 1 week per child within a 12-month period. The employee must provide documentation for the hospital admission on request. The apprentice shall be paid according to the applicable wage rate.

Clause 10. Out-of-school education with support

After 6 months of employment in the same enterprise (including any school periods), apprentices shall be entitled to apply for support from the Competence Fund of the Association of Wood and Furniture Industries. The support is granted for attendance in out-of-school education to the same extent and under the same conditions as other employees under the Wood and Furniture Agreement. The apprentice shall not be regarded as terminated, even though the education agreement is time limited.

Clause 11. Overtime

Generally, working time for apprentices under the age of 18 may not exceed the usual working time for adults. Apprentices under the age of 18 may not work more than 10 hours per day.

Apprentices may, to a limited extent, be asked to work overtime according to the same guidelines and to the same extent that apply to adult workers. However, apprentices may not participate in systematic and regular overtime, and apprentices under the age of 18 may not work overtime in the period between 20:00 and 06:00.

The normal wage of the apprentice shall be added the percentages stated in the Collective Agreement and according to the same rules.

Clause 12. Pension and insurance benefits

Subclause 1.

1.1 Apprentices shall join and be covered by the pension scheme of clause 70 (1) of the Wood and Furniture Agreement when they reach the age 18 and have achieved 2 months of seniority.

1.2 In the employee's 18th and 19th year, however, the contribution rates shall be 4% paid by the enterprise and 2% paid by the employee, a total of 6%. In addition, the enterprise shall bear the costs of the insurance scheme in subclause 3.

1.3 With effect from the month in which the employee turns 20 and has achieved 2 months' seniority, the rates agreed in the Wood and Furniture Agreement clause 70 (1) shall apply.

Subclause 2.

Apprentices who begin vocational training before the age of 18 shall be covered by the insurance scheme in subclause 3 until they reach the age of 18.

Subclause 3.

Apprentices, who are not already covered by an employer-paid pension or insurance scheme, whether pursuant to the above paragraph or another arrangement, shall be entitled to the following insurance benefits:

a. Disability pension
b. Lumpsum disability payment
c. Insurance on critical illness
d. Lumpsum death payment

Access to the benefits, the size of the insurance lumpsum and the terms of coverage shall follow current guidelines for Industriens Pension. In the event that the employee, pursuant to these guidelines, is able to create alternative combinations of the benefits, he or she may only do so if any cost increase is paid by the employee.

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

If the employee is transferred to being covered by Industriens Pension or another employer-paid pension scheme, the employer's obligation pursuant to this provision ceases.

The parties agree that the current insurance sums and expenses shall be as follows:

	(cost level 2012)
Disability pension of DKK 60,000 annually	DKK 120
Lumpsum disability payment of DKK 100,000	DKK 26
Insurance on critical illness of DKK 100,000	DKK 100
Lumpsum death payment of DKK 300,000	DKK 84

The parties agree to renegotiate the agreement if it is impossible to obtain coverage on substantially equivalent terms, or if coverage or costs should change significantly from the above.

Subclause 4.

The rate in 1.2 shall be increased to the rates of the Wood and Furniture Agreement if pension payment for the 18-19-year-olds is refunded to the enterprises through AUB. The insurance scheme in subclause 3 shall lapse at the same time. In that case, the parties to the collective agreement shall determine the month of entry into force.

Clause 13. Sick pay

In case of injury at the enterprise and during sickness, the enterprise shall pay full wage to the apprentice.

Clause 14. Maternity leave

Wage at the relevant wage scale for the apprentice shall be paid during pregnancy, maternity, paternity and parental leave in accordance with the rules in clause 18 of the Collective Agreement

Clause 15. Company closure

In case of bankruptcy, termination or other form of suspension of payments, the enterprise has an obligation to try to find another approved enterprise so the apprentice can continue his/her training and apprenticeship. The apprentice shall be entitled to pay until he/she has started in another apprenticeship - but no longer than 3 months. If the final school term falls during this period, the apprentice shall also be entitled to coverage of other expenses in accordance with these provisions relating to apprentices.

Apprentices who cannot be offered another apprenticeship at company closure must be offered school practice. The admission must take place as soon as possible after termination of the training agreement.

Clause 16. Hazardous work

The Danish Working Environment Act as well as the relevant executive orders and AT-notices apply.

For the wood and furniture industry, a minimum age of 18 years applies to independent work at machines, etc.

Apprentices who are asked to work at machines as part of their training, must be at least 15 years old. Further information can be obtained from the local labour inspection authority.

Clause 17. Teaching materials

The enterprise shall pay for measuring and drawing equipment necessary for training. After the end of the apprenticeship, the materials shall be the property of the enterprise.

Clause 18. Workwear

For each year of training, but not more than 4 times, apprentices shall be entitled to receive 1 set of workwear, provided by the enterprise. The first time shall be after the end of the trial period. The workwear must be of usual and good quality.

Clause 19. Seniority

If the apprentice continues in the enterprise after completed training, the apprenticeship shall be included in the seniority calculation at sickness, maternity leave, and retirement.

the apprentice.

Clause 20. Rules for handling industrial disagreements

Subclause 1.

If a complaint regarding the training of apprentices is presented to the organisations, the complaint shall be submitted to the relevant trade committee. The committee shall deal with the matter in pursuance of the provisions of the Danish Vocational Education and Training Act as well as the rules agreed by the organisations.

Subclause 2.

Interpretation of the provisions relating to apprentices shall follow the rules for handling industrial disagreements.

Subclause 3.

Attempts shall be made to settle any disagreements between apprentices and enterprises about matters relating to the Collective Agreement by negotiation with the assistance of the organisations, cf. the rules for handling industrial disagreements of the trade; however, disagreements cannot be referred to arbitration. If agreement cannot be reached, the matter shall be brought before the trade committee before it is referred to the Disputes Board.

Subclause 4.

If a matter is referred to the Disputes Board and is dismissed by that Board because the dispute concerns interpretation of the apprenticeship chapter in the Collective Agreement, the matter shall be resumed for reconsideration by the organisations. If agreement cannot be reached, matters of this nature may be referred to industrial arbitration for final decision.