



Fiskere

Overenskomst
2025-2028

English Version

Collective agreement

between



Danish Fishermen's Producer Organisation (DFPO)



Danish Pelagic Producer Organisation (DPPO)

and



United Federation of Danish Workers (3F)

2025–2028

The parties agree that the Danish version shall always be the legally valid version.

3F Article Number 3118

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1. Scope

1.1 This agreement applies to all fishers working on board fishing vessels affiliated with the Danish Fishermen's Producer Organisation (DFPO) and the Danish Pelagic Producer Organisation (DPPO).

1.2 Anti-union activities are not allowed, which means that skippers may not refrain from signing on fishers who are members of a trade union, and they may not encourage members to leave a trade union.

On the other hand skippers, as before, are entitled to decide who they wish to sign on, irrespective of their organisational affiliation.

1.3 A contract of employment must be issued for all share fishers before commencement of each fishing trip, the contractual relationship ceasing at the end of the fishing trip.

The contract must, however, be drafted in such a way that it is renewed with the same content if the same share fisher is signed on to the same vessel again, and if the owner/skipper does not wish any changes to be made to the contract.

Links to employment contracts for employers and share fishers, as well as guidelines (in Danish), are available at: www.fiskeriforening.dk/for-fiskere/arbejdsforhold/hyrekontrakter.

2. Percentage system

2.1 The percentage system that applied until the date of this agreement is maintained as a basis for the distribution of proceeds, and the size of the individual percentages is agreed between the skipper or owner and crew. The crew percentage may not be changed during the term of the agreement. Upon written request by the 3F Transport Group, the member of DFPO/DPPO must provide information about the percentage distribution between the vessel and the crew, as well as relevant source documents and invoices for the lease of fishing rights and/or days at sea in the year in question.

Such written requests must include the vessel number and other pertinent information and must state a specific reason as to why the 3F Transport Group wishes to receive the information requested. The information must be sent to the 3F Transport Group within a month.

Information obtained in pursuance of this clause may solely be used to confirm or invalidate the matters specified. The 3F Transport Group has one month in which

to investigate such matters. If the matters are invalidated, the information must be destroyed within a month of receipt.

2.2 However, if technical measures aimed at increasing production are taken or if other circumstances requiring a change of the basis for the percentage calculation arise, negotiations between the skipper or owner and the crew must be initiated.

If the parties reach an agreement, the outcome must be submitted to the local organisations for approval.

If no agreement is reached locally, the matter must be dealt with in accordance with the provisions of clause 11 of this agreement.

2.3 If the owner/skipper receives confirmation of a scrapping or decommissioning grant, the crew must be notified as quickly as possible, and not later than 14 days after receipt of the confirmation.

3. Advance expenses

3.1 The owner is entitled to deduct expenses in advance in accordance with the rules already in force and, with the exception of the provisions of subclause 2.2, may not include any new cost factors.

No rental or leasing agreements for any kind of equipment may be included as advance expenses.

3.2 The parties to this agreement must contribute to ensuring that the percentage distribution between vessel and crew remains compliant with the practices that are customary from time to time in relation to various fishing operations. The percentage distribution cited above may be the subject of consideration by a committee during the term of the agreement.

4. Minimum proceeds

4.1 Crew members who are not trainees but have been working as fishers on sea trips for at least one month are guaranteed minimum proceeds for each fishing day (fishing days being defined as all days from a Danish port to a Danish port) of 7.4 times the hourly rate in force from time to time, as set out in subclause 8.3.

4.2 Payments must be available within one week after landing, unless otherwise agreed.

4.3 Minimum proceeds payments must always be settled in accordance with customary practice when all settling documents are available after completion of the fishing trip if the proceeds percentage is not equivalent to the guaranteed payment.

4.4 Settling must otherwise take place at the end of the fishing trip in accordance with the proceeds percentage agreed.

4.5 If the minimum proceeds paid to a fisher exceed his or her earnings under the percentage scheme agreed, the amount must be adjusted through subsequent changes within a period of four weeks.

In such a scenario, the 3F Transport Group must ensure that the relevant local 3F branches assist in collecting the amount in the event of a change of workplace.

***Note:** In the period covered by this agreement (2025-2028) a committee will be appointed to investigate and develop models for agreements on fixed/guaranteed payments. The committee must hold its first meeting on 1 March 2026 at the latest.*

5. Settling documents

5.1 The information agreed upon at the meeting on 17 November 1994 regarding settling documents must be used in connection with settling relating to fishing; see the wording of Protocol 10.

6. Back payments

6.1 A crew share is payable on all back payments associated with advance payments, such as ice and oil bonuses.

6.2 Uncollected back payments, such as ice and oil bonuses, must be placed in the Fishermen's Common Fund.

6.3 The crew must receive repayment/reimbursement for any carbon tax paid.

Costs for the payment of carbon tax, as well as repayment/reimbursement, must be stated in the crew's settling documents in accordance with Protocol 10.

The crew or the 3F Transport Group may at any time request documentation of the vessel's/company's reimbursement for any carbon tax paid, as well as information on crew members for the period in question.

6.4 If the skipper/owner breaches a contract with buyers without it having been agreed with the crew, and if there is no force majeure situation and the breach entails a loss of profit or bonus, the crew must be fully compensated.

7. Before the trip

7.1 Before the fishing trip begins, the crew must assist in the preparation of the vessel, the installation of fishing gear, preparation of holds, stowage of boxes, and loading of ice, bait, fuel and other items needed on the trip.

7.2 The skipper determines the time of departure of the vessel, and must give reasonable notice of it.

8. Work assignments

8.1 The crew must assist in all jobs on board the vessel relating to its operation. This includes the setting and hauling of gear, sorting, gutting, rinsing and icing of the catch, the repair of fishing gear, checking the engine and winches, cleaning and ordinary maintenance of the vessel, keeping lookout and taking the helm during fishing and sailing.

8.2 On arrival at the port of landing, the crew must assist in the unloading of the catch and other routines in accordance with general practice. If the crew perform holdman's work beyond what is general practice, they must be paid as agreed for holdmen in the area.

8.3 When the vessel is being repaired or careened, and if the owner (skipper) and the crew have an agreement concerning work beyond what is general practice, and if such work is not included in the work mentioned above, the work must be paid for at the following rates:

1 March 2025	1 March 2026	1 March 2027
DKK 198.00	DKK 202.75	DKK 207.25

9. Pay and benefits during sickness and in the event of injury

9.1 Sick pay to share fishers is payable by the employer from the first full day of absence.

- For each day of absence a sum of 7.4 times the hourly rate in force from time to time is payable; see subclause 8.3. Such payment must be made for a period of up to ten weeks.
- If the absence is due to a work injury, sick pay must be paid for up to thirteen weeks.

10. Agreements deviating from the collective agreement

Agreements deviating from the collective agreement may be made. Such agreements must be submitted to the parties concerned and may come into force when they have been approved by the parties.

11. Industrial disputes

11.1 Any dispute of a work-related nature must, insofar as possible, be settled through mediation, if appropriate by arbitration in accordance with the rules set out below.

In any event (see however subclause 11.5) mediation must take place if requested by either party.

11.2 The mediation committee must have two members: one appointed by the local fishers' organisation and one appointed by the local 3F branch.

11.3 If either party requests mediation on behalf of one of its members, the mediation committee must be convened with a view to considering the matter within a period of three weeks.

If the mediation meeting requested by either party is not held within a period of three weeks as stipulated in this clause, the complaining party will be free to submit the matter to the parties, who must consider the matter within the period mentioned in subclause 11.3.

Mediation should insofar as possible take place in a way that allows the parties to the dispute to be present.

11.4 If the mediation does not lead to settlement of the dispute, the mediation committee must promptly refer the matter to the DFPO/DPPO and the 3F Transport Group for consideration.

If the dispute concerns a matter of principle, the DFPO/DPPO must represent the employer.

The negotiations between the parties must commence within the time limit mentioned in subclause 11.3.

11.5 If the parties fails to reach agreement in that way, the matter must be brought before an arbitration tribunal, which will consider the understanding of the agreement between the parties and issue an award if requested by either party, and there

must be no work stoppage as a result of the dispute. The parties must unconditionally comply with the award of the arbitration tribunal.

If either party opposes to having the matter decided by arbitration, claiming that the dispute in question does not concern the understanding of the agreement between the parties, either party (in the case of the 3F Transport Group represented by the Danish Trade Union Confederation – FH) may lodge an appeal with the Danish Labour Court concerning the justification of the opposition.

Mediation must be attempted in any event, unless payments are suspended or there are compelling reasons to stop the work due to consideration of life, welfare or honour before mediation can take place. In the case of an alleged breach of the collective agreement, the breach must be brought before the Danish Labour Court for adjudication.

11.6 If the parties agree to refer a matter to arbitration, the arbitration tribunal must be composed of four arbitrators, two elected by DFPO/DPPO and two elected by the 3F Transport Group, and an umpire appointed by the arbitrators.

If no agreement can be reached concerning the choice of umpire, the parties must ask the Danish Labour Court to appoint one.

11.7 The arbitral tribunal must usually meet not later than 14 days after the tribunal has been set up. The umpire serves as the president of the tribunal and takes part in the proceedings. Once the proceedings are over, the matter is decided by simple majority among the arbitrators. If no majority can be obtained, the matter is decided by the umpire.

The arbitration tribunal must notify both parties of its or the umpire's award, which must be made not later than 14 days after the matter was submitted to the arbitration tribunal.

11.8 No person may be a member of the arbitration tribunal if the matter to be considered concerns working conditions at a place of work in which the person in question has personal or financial interests.

11.9 These rules do not restrict the rights of the parties or their members to take part in secondary industrial action without preceding mediation and arbitration if such secondary action is organised in compliance with agreements and legal practice applying in the labour market up to the date of the industrial action and if it has been instigated by the DFPO/DPPO or the 3F Transport Group.

12. Term of the collective agreement

12.1 This agreement enters into force on 1 March 2025 and will apply until terminated by either party with three months' notice to expire on the first day of the month of March, the earliest date being 1 March 2028.

12.2 Even if the agreement has been terminated or has expired, the parties must comply with its provisions for up to three months, or until a work stoppage has been initiated, as set out in the Main Agreement of 1973 as subsequently amended.

19 March 2025

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Producer Organisation (DPPO)
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Protocol 1. No-strike clause

A no-strike obligation will apply during the term of this agreement. In the event of industrial action in active fishery, neither party will include the area covered by this agreement.

Protocol 2. Special provisions on working hours

The current structure of the fishing industry does not make it possible or desirable to implement special provisions on working hours.

Protocol 3. Agreements with third parties

During the term of this agreement, the parties should not enter into agreements with third parties about working conditions and other matters covered by this agreement. However, the 3F Transport Group may enter into agreements with other organisations in the fishing industry, provided that such agreements do not set out conditions that are inferior to those laid down in the collective agreement between DFPO/DPPO and the 3F Transport Group.

Protocol 4. Share fishing

For the purposes of this agreement, share fishers are fishers who do not own a share in a vessel but are solely remunerated in the form of percentages of the proceeds of catches.

Protocol 5. Conditions for deduction from wages

No deductions from wages to crew members on the grounds of unsatisfactory work are allowed without an expert appraisal with the participation of the local 3F branch having been performed within a maximum of one hour and the vessel may not sail before such an appraisal has taken place.

Any deductions made must be consistent with the rates set out in subclause 8.3.

Protocol 6. Crew share of compensation

A crew share must be paid from compensation received for lost fishing rights, for example in relation to offshore activities, conservation zones and bridge building.

Section 17(5) of the Saltwater Fishing Act must be observed.

Protocol 7. Agreement on control measures

1. Pursuant to the managerial prerogative and subject to the provisions of collective agreements, the employer may initiate control measures. Control measures must be substantively justified on operational grounds and have a sound purpose; they must not be offensive to employees and must not cause significant losses or significant disadvantages to employees. Control measures must be designed to ensure that there is a reasonable relationship between purpose and means.
2. The employer must notify employees of new control measures no later than six weeks before they are implemented. However, this does not apply if the purpose of the control measure is thereby lost or where overriding operational reasons preclude it. In such case, the employer must notify the employees as soon as possible, as well as give the reason why the six-week period of notice could not be met.
3. Individual employees cannot consent to the implementation of control measures – whether at the time of employment or at a later date.
4. If, after being informed of a control measure, employees find that the conditions for the implementation of the control measure are not or have not been fulfilled, they may request that the resulting dispute be dealt with under the industrial disputes procedure.
5. Disputes concerning the implementation of control measures must be dealt with under the industrial disputes procedure in accordance with past practice of the Danish Labour Court or industrial arbitration.
6. The organisations agree that this agreement does not apply if the parties to a collective agreement have laid down their own rules on control measures.
7. The organisations also agree to recommend that special agreements may be concluded to reflect the working conditions. This may include, for example, logging in relation to email, telephone, GPS, internet and video surveillance.

8. The agreement enters into force on 1 March 2025.

Protocol 8. Continuing education and training

Protocol 8 stipulates that funding and administration are the responsibility of each individual employer/skipper.

The daily rate payable during periods of continuing education and training is 7.4 times the hourly rate in force from time to time; see subclause 8.3.

The same skipper/owner is eligible for VEU grants for employees participating in adult education and training programmes. The programmes will be organised jointly by the skipper and the crew, who will also organise participation in them. Crew members are entitled to 2 weeks of education and training annually. Training and education entitlement can be accumulated for a maximum of 3 years – i.e. 6 weeks. When signing on, crew members are obliged to disclose the number of weeks already spent on education and training in the current year.

The parties have drawn up a list of programmes that can be accessed. The list may be adjusted during the term of the agreement, when so agreed by the parties.

The parties will generally contribute positively to developing recognised continuing education and training programmes in the fishing industry.

In the event of discontinuation or reduction of the grants for participation in training and education programmes, this agreement must be renegotiated.

Protocol 9. Pension scheme

The pension scheme covers everyone onboard each individual vessel.

The pension contribution is 21% of the following rates:

	Hourly rate	Daily rate
1 May 2025	DKK 230.00	DKK 1,702.00
1 March 2026	DKK 240.00	DKK 1,776.00
1 March 2027	DKK 250.00	DKK 1,850.00

The pension contribution per fishing day is as follows:

1 May 2025	DKK 357.42
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1 March 2026

DKK 372.96

1 March 2027

DKK 388.50

The employer will pay the pension contributions to PensionDanmark when submitting the statement of wages.

The employer will pay 11% of the pension contribution as an advance expense. The remaining 10% will be paid by everyone onboard the vessel.

Calculation of fishing days with pension entitlements

The following calculation method will be used to determine the number of fishing days with pension entitlements:

- For fishing trips lasting more than 24 hours, each 24-hour period will be calculated as a fishing day with pension entitlements. Excess hours up to 12 hours do not count as a fishing day with pension entitlements. Additional hours (12 to 24 hours) count as a fishing day with pension entitlements.
- All fishing trips lasting less than 24 hours are counted as a fishing day with pension entitlements irrespective of the actual number of hours worked (counting backwards from the time of landing).

Both calculation methods require that the time of departure and the time of landing are noted in the fisher's settling documents.

If no times are noted in the settling documents, the fishing days with pension entitlements must be calculated as set out in subclause 4.1: 'All days from Danish port to Danish port', meaning calendar days.

Pension rates for trainees

Based on 13 pension days a month (156 days a year) the amounts are calculated as follows

as per 1 May 2025:

First year of training: Pension per day $140.70 \times 13 = 1,829.09$ a month (11/10 split)

Second year of training: Pension per day $178.93 \times 13 = 2,326.09$ a month (11/10 split)

as per 1 March 2026:

First year of training: Pension per day $145.63 \times 13 = 1,893.19$ a month (11/10 split)

Second year of training: Pension per day $185.19 \times 13 = 2,407.47$ a month (11/10 split)

as per 1 March 2027:

First year of training: Pension per day $150.72 \times 13 = 1,959.36$ a month (11/10 split)

Second year of training: Pension per day $191.67 \times 13 = 2,491.71$ a month (11/10 split)

Note: Trainees are entitled to pension from the age of 18.

Protocol 10. Settling documents

As a minimum, settling documents must contain the following information:

Minimum information:

- The name and civil registration number of the person employed
- The name, number and owner of the vessel
- The place of unloading/sale
- The fishing period (date and time of departure, date and time of arrival)
- The number of days at sea
- The gross value of the catch

Advance expenses:

- The cost of unloading – industrial fish
- The cost of unloading – fish for human consumption
- Own payment at unloading
- Bridge tolls/goods tax
- The Fish Tax Fund
- Cutter service
- Fuel including electricity for the operation of the vessel
- Ice
- Box rental
- Provisions
- Trade outside Danish waters
- PensionDanmark
- Membership fees, fisheries association
- PO payment
- One-year lease of fish quantity and/or days at sea. The one-year lease is a net amount for each quota. The crew or the 3F Transport Group may at any time request documentation of annual rental and lease transactions relating to the vessel.

In addition, the actual settling documents must also in future contain clear information about matters such as tax and labour market pension contributions (ATP).

Protocol 11. Use of manpower from EU/EEA countries

With a view to addressing the labour shortage that characterises certain parts of the fisheries sector, the parties agree to mitigate the impact of this situation, primarily through the use of citizens of EU/EEA countries in compliance with the rules set out below.

A joint recruitment committee will be set up to assess the need for and the number of EU/EEA citizens to be absorbed into the industry. The committee must also assess whether unemployed foreign fishers resident in Denmark can be included.

The committee will be composed of equal numbers of representatives of DFPO/DPPO and the 3F Transport Group. If requested by either party, rules of procedure for the committee's work must be prepared.

The parties agree that EU/EEA fishers must have completed training which, as a minimum, is equivalent to a Danish Maritime Safety Course, and that they must be able to prove that their language skills are sufficient to prevent language barriers in emergency situations.

If no such skills can be documented, EU/EEA fishers must complete a safety course, a requirement of which must be that the participants' language skills are sufficient to prevent language barriers in emergency situations.

The course syllabus must also include a topic of labour conditions in the fishing industry and must be prepared jointly by the parties.

As and when needed, the parties to this agreement will jointly organise safety courses for eastern European fishers.

EU/EEA fishers must be employed on the same conditions as those applying to fishers resident in Denmark and in accordance with the collective agreement made between the parties.

The employer must assist in finding suitable accommodation when the vessel calls at its home port.

The employer must pay expenses relating to the employment such as the cost of visas, medical certificates, etc.

If the employment is discontinued within a period of three months after a fisher's arrival in Denmark, the employer must pay for the fisher's return trip (least expensive method of travel).

Protocol 12. Use of manpower from third countries

With a view to addressing the shortage of labour that characterises part of the fishing industry, the parties agree that, to mitigate the impact of this situation, a joint recruitment committee will be set up to assess the need for and the number of foreign workers to be absorbed into the industry. The committee must also assess whether unemployed fishers resident in Denmark can be included.

The committee will be composed of equal numbers of representatives of DFPO/DPPO and the 3F Transport Group. If requested by either party, rules of procedure for the committee's work must be prepared.

The parties agree that, before the first time they sign on, foreign fishers must prove that they have completed training which as a minimum is equal to a Danish maritime safety course, and they must also document language skills that are sufficient to prevent language barriers in emergency situations. If no such skills can be documented, fishers must complete a safety course, a requirement of which must be that the participants' language skills are sufficient to prevent language barriers in emergency situations. The course syllabus must also include a topic of labour conditions in the fishing industry and must be prepared jointly by the parties. As and when needed, the parties to this agreement will jointly organise safety courses for foreign fishers.

Foreign fishers must be employed on the same conditions as those applying to fishers resident in Denmark and in accordance with clause 9 of the agreement between the parties concerning open-ended employment.

The employer must assist in finding suitable accommodation when the vessel calls at its home port.

The employer must pay expenses relating to the employment such as the cost of visas, medical certificates, travel, repatriation, etc.

In addition, the employer must ensure compliance with ILO Convention 188 in its entirety.

Protocol 13. Agreement concerning trainees under the age of 25

Education and training programmes for trainees in the fishing industry

For the purposes of this agreement, trainees are trainees who have not reached the age of 25 at the time of the signing of the training/trainee contract.

Trainees will be employed by the Danish Fishermen's Producer Organisation (DFPO), and the trainee contract will be made between the DFPO and the trainee.

The trainee contract must be signed before the trainee attends the first school period.

The trainee programme comprises three school periods and three work practice periods, which together span a period of two years:

- Three weeks of introduction
- Work practice period
- 11 weeks of school
- Work practice period
- 10 weeks of school
- Work practice period

The total duration of the three work practice periods will be 18 months.

The basic monthly wage in the first year (lowest rate set out in the multi-union agreement) will be:

1 March 2025	1 March 2026	1 March 2027
DKK 14,572.41	DKK 15,082.62	DKK 15,610.54

During the work practice period, a supplement corresponding to a percentage of the value of the catch is payable – minimum DKK 1,500.00.

The basic monthly wage will then be (the highest rate set out in the multi-union agreement):

1 March 2025	1 March 2026	1 March 2027
DKK 18,531.78	DKK 19,180.41	DKK 19,851.57

During the work practice period, a supplement corresponding to a percentage of the value of the catch is payable – minimum DKK 3,000.00.

The rates are subject to percentage adjustments based on the increases mentioned in subclause 8.3.

A mandatory five-week holiday/free travel period will be included in the first work practice period and in the second work practice period. Basic wages will be paid to trainees during holidays/free travel and during school attendance. In the event of sickness, basic wages will be paid as sick pay.

During the school period, trainees will be provided with a package of protective clothing to be used in the first work practice period. Subsequently the vessel will be liable; see Notice A from the Danish Maritime Authority.

After completion of the trainee programme, trainees will receive the Blue Certificate.

Protocol 14. Education and training programmes for adult trainees in the fishing industry

For the purposes of this agreement adult trainees are trainees who are 25 years old when the education/trainee contract is signed and who are covered by the AUB rules on contributions to employers for adult trainees.

During the training period, adult trainees will be permanently attached to a fishing vessel, and the trainee contract is made between the owner/skipper, DFPO and the individual trainee.

The trainee contract is a supplement to the general employment contract between the skipper/owner and the trainee signed on.

The adult trainee contract will be made when the trainee attends the first school period at the North Sea College, its term ending after completion of the second school period and the required number of hours at sea.

During the work practice period, the adult trainee will be part of the crew on a par with the other crew members, and wages will consequently follow the rules applying to payments to the vessel/crew.

During school periods, trainee wages will be paid out of the DFPO training fund in accordance with subclause 8.3, the weekly wages being as follows:

1 March 2025	1 March 2026	1 March 2027
DKK 7,326.00	DKK 7,501.75	DKK 7,668.25

The DFPO will receive the AUB contribution.

On the conclusion of the trainee period, the trainee must have had at least 18 months of seagoing service, of which at least six months must have been in connection with the training programme. This means that credit is given for seagoing services performed onboard fishing vessels before the commencement of the training programme.

After completion of the training programme, the trainee will receive the Blue Certificate.

Protocol 15. Organisational agreement concerning a common collective agreement fund

A common collective agreement maintenance fund/account (referred to below as the Fishermen's Common Fund) has been established.

The basic capital of the Fishermen's Common Fund must be DKK 1,200,000.

By 1 April 2023 at the latest, the DFPO and DPPO together will pay an amount to the 3F Transport Group which ensures that the basic capital of the Fishermen's Common Fund was DKK 1,200,000 as at 1 January 2023, the maximum combined amount payable being DKK 500,000.

The same method of calculation and payment will subsequently be used.

A board has been set up to manage the Fishermen's Common Fund. It will meet at least twice a year. The board is composed of a representative of the DFPO, a representative of the DPPO, the negotiation officer for fisheries in the 3F Transport Group and a representative of a local 3F branch.

The objective of the Common Fund is to promote the work of the parties to this collective agreement through projects and initiatives focusing on share fishers in relation to collective agreements and activities in the industry.

Such work may be, but is not limited to, contacts with schools, initiatives relating to trainees, including adult trainees, health and safety measures, initiatives to improve well-being on board the vessel and information about pensions, job-related events, skills, fairs and similar activities.

Protocol 16. Organisational agreement concerning an insurance scheme committee

The possibility of setting up an employer-funded unemployment insurance scheme will be investigated.

The challenges associated with such a scheme will also be investigated.

The committee will hold its first meeting by 1 March 2026 at the latest.

Supplementary protocol to the agreement

In relation to distant water fishing, special agreements must be made for each individual vessel. Such agreements will be negotiated locally, if appropriate with the participation of the parties to this agreement.

Each individual agreement must be drafted as illustrated in the annex and must be adapted to the relevant fisheries, for example third-country fisheries.

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