

Collective Agreement
for the Insurance Sector
2017

CHAPTER

| | |
|--|----------|
| General provisions pages 1-99 | 1 |
| Employees up to the level of chief clerk pages 101-157 | 2 |
| IT staff pages 159-205 | 3 |
| Insurance surveyors/loss adjusters and similar employee categories pages 207-217 | 4 |
| Principal administrative officers, specialists and similar employee categories pages 219-229 | 5 |
| Special provisions concerning alarm centres pages 231-243 | 6 |
| Agreements and protocols for local application between employers and staff association pages 245-335 | 7 |
| Provisions on settlement of labour disputes General Agreement Provisions concerning entry into force and expiry pages 337-355 | 8 |
| Subject index pages 357-365 | |

Chapter 1

General provisions

Page

| | |
|---|----|
| Section 1 Provisions on holidays | 5 |
| Section 2 Care days..... | 7 |
| Section 3 Leave..... | 7 |
| Section 4 Pregnancy leave, maternity leave, etc. | 9 |
| Section 5 Adoption..... | 11 |
| Section 6 Caring for a sick child..... | 11 |
| Section 7 Caring for a child suffering from a serious illness..... | 11 |
| Section 8 Caring for a next of kin suffering from a handicap or serious illness | 13 |
| Section 9 Caring for the dying..... | 13 |
| Section 10 Termination of employment..... | 13 |
| Section 11 Part-time employment: seniors..... | 15 |
| Section 12 Days off/holidays: seniors | 17 |
| Section 13 Termination of employment: seniors | 17 |
| Section 14 Transfers..... | 19 |
| Protocol concerning current provisions remaining in force..... | 21 |
| Protocol on local pay package agreements | 23 |
| Protocol concerning the implementation of the Parental Leave Directive | 27 |
| Protocol concerning part-time employees | 29 |
| Protocol concerning fixed-term work..... | 31 |
| Protocol concerning written statements of employment particulars | 35 |
| Protocol concerning new education programmes | 39 |
| Protocol concerning pay for data IT support staff and data technician apprentices | 39 |
| Protocol concerning finance economists..... | 39 |
| Protocol concerning integration of employees w/ non-Danish ethnic background | 41 |
| Protocol concerning age criteria..... | 45 |
| Protocol concerning health insurance | 49 |
| Pension assurance regulations | 53 |
| Declaration of intent concerning pension schemes | 63 |

| | |
|--|----|
| Group insurance regulations | 65 |
| Agreement on training and competence development | 75 |
| Agreement between the Danish Employers' Association for the Financial Sector (FA), <i>Finansforbundet</i> and the DFL on the holiday voucher scheme | 83 |
| Guidelines concerning care days | 91 |

Remarks

Please bear in mind that there may be provisions in company agreements concluded prior to 1 April 2007 that may, at certain points, deviate from the general provisions specified in Section 1.

Concerning agreement on being called in to work during holidays, please refer to Part 1, Section 22, Subsection 6.

Section 1, Subsection 2

The 1 per cent holiday allowance to be paid out pursuant to Section 23, Subsection 2, of the Holidays with Pay Act may be required to be deducted in connection with termination of employment if the holidays covered by the allowance have not yet been taken.

Section 1, Subsection 4

When calculating holiday allowance pay at termination of employment, salary paid in connection with holidays shall be deducted.

Provisions that apply to all employees covered by collective agreements, agreements and protocols between the Association of Financial Sector Employers - *Finanssektorens Arbejdsgiverforening (FA)* and Forsikringsforbundet concerning salary and employment terms

Section 1 Provisions on holidays

Subsection 1. Employees shall be provided with holiday leave pursuant to the Holidays with Pay Act.

Subsection 2. Instead of the holiday allowance provided in the Holidays with Pay Act, employees shall receive a special holiday allowance of 2.75 per cent as per 1 May. The special holiday allowance shall be calculated on the basis of the gross salary accrued during the previous 12-month vesting period, disregarding special holiday allowance paid. The special holiday allowance is to be disbursed on 1 May.

Subsection 3. Employees who receive holiday pay instead of salary during their holidays shall receive a special holiday allowance of 1.75 per cent as per 1 May.

Subsection 4. For calculation of holiday pay in connection with termination of employment, the special holiday allowance shall be paid, if it has not previously been disbursed, at 1.75 per cent as per 1 May.

If the special holiday allowance has been disbursed previously, companies may only deduct a portion corresponding to the holiday allowance provided in the Holidays with Pay Act when calculating holiday pay in connection with termination of employment.

Subsection 5. Trainees shall be eligible for holidays with pay subject to the following provisions:

- a. Trainees hired between 1 May and 1 July – or the first working day subsequent to 1 July – shall be entitled to 25 days' holidays in the course of the holiday year when the trainee has been hired. This includes accrued holidays spent during the period between 1 May and the commencement of service. Holidays shall be held pursuant to the Holidays with Pay Act.
- b. Commencement of employment between the time specified under item a. and 1 December - or the first working day subsequent to 1 December – shall entitle the trainee to ten holidays with pay before the end of the holiday year during which the commencement of service has taken place.
- c. All trainees shall be entitled to 25 days' paid holidays during the holiday year subsequent to the commencement of service.

If the trainee has not earned holiday pay for all the holidays, the remainder of the holidays up to 25 days shall be granted as holidays with salary. Calculation of this shall disregard holiday pay accrued through work performed in the trainee's time off duty.

Section 2

Please refer to the guidelines on care days.

Employees not encompassed by the hour bank may still receive this disbursement.

Section 3

While on leave, an employee may not work for another employer in the insurance industry. During the period of leave, the employment shall be suspended, and seniority shall be suspended.

Subsection 6. Holidays subject to Section 38, Subsection 1, of the Holidays with Pay Act shall be carried over to the subsequent holiday year if the employer and the employee agree on this.

Subsection 7. The employer and the individual employee may decide by mutual agreement that holiday entitlements accrued - beyond 20 days and holidays provided pursuant to a collective agreement - may be carried over to the subsequent holiday year. Such mutual agreement, which must be made in writing, must be concluded prior to the expiry of the holiday year.

An employee that has been given notice of termination and who has transferred holidays to the subsequent holiday year pursuant to mutual agreement shall not be required to take this leave during the notice period.

Subsection 8. Section 7, Subsection 1, of the Holidays with Pay Act on accrual of paid holidays entitlement and Section 12, Subsection 2, on leave taking may only be deviated from upon agreement between the employer and the staff association so that holiday leave entitlement accrues in units of hours and/or is taken in units of hours.

Subsection 9. The entitlement to supplementary holiday leave, cf. Section 8 of the Holidays with Pay Act, shall not be conditional upon the time of commencement of service.

Subsection 10. Employees shall be entitled to buy up to five additional holidays per holiday year. An agreement to this effect shall be made with the immediate manager before the commencement of the holiday year. Likewise, it must be agreed when holidays are to be taken, taking into account the operations of the enterprise.

Additional holidays bought shall be set off against the pay at a rate of 0.384 per cent of the annual pay per day, and pension and holiday allowance shall be reduced correspondingly. The holidays bought may not be taken until the employee has taken five weeks' holiday pursuant to the Holidays with Pay Act.

The amount is deducted from the employee's pay over a six-month period. The pay is adjusted for the first time at 1 May. In case of resignation, regardless of its cause, any balance in the employer's favour must be settled before the resignation, either by setting it off against the pay or by deducting it from the hours in the hour bank. Any balance in the employee's favour for additional holidays bought but not taken is returned to the employee.

Section 2 Care days

In connection with the introduction of more flexible regulation of working hours, it has been agreed that employees shall be entitled to taking up to five care days per year. These days shall be agreed locally and with due consideration of the employer's business operation.

If the individual employee does not wish to exercise this option, the employer shall pay 1.92 per cent of the employee's salary including pension at the end of the year in the form of a non-pensionable allowance (may be proportional). When a 'bank of working hours', henceforth a *BWH*, is established, care days shall be deposited as working hours in the employee's *BWH* account, cf. Part 2, Section 30 and Part 3, Section 23, and any disbursement made after this will be made in terms of a *BWH* transaction, using working hours as the unit of account.

Section 3 Leave

An employee with three years' seniority shall be entitled to leave without pay and pension accrual for up to twelve months. As a point of departure, leave may be taken at three months' notice.

However, the employer may, upon dialogue with the staff association/local union representative, turn down the request for leave if special job-related, practical or similar concerns speak against it.

If the employer turns down the request for leave, cf. above, other options for the possibility for leave should be explored.

Section 4. Pregnancy leave, maternity leave, etc.

Subsection 1. In connection with a female employee's pregnancy and maternity, full salary shall be provided during the leave, however, at the earliest, four weeks prior to the expected date of childbirth and until 14 weeks after the birth.

Furthermore, full pay shall be provided during:

a. Male employees' uninterrupted absence (paternal leave) for up to four weeks. The first two weeks shall be taken within 14 weeks after childbirth, cf. the provisions of the Maternity Act. Moreover, the employer grants up to two consecutive weeks' leave with full pay to male employees. The time when the leave is taken must be agreed between the employer and the employee, and the leave must be taken before the 60th week after the childbirth

b. An employee's absence (parental leave) for up to 11 weeks shall be taken upon mutual agreement between the employer and the employee. If no such agreement can be established, the employee may choose to take the parental leave within the period of weeks 15 to 60 after the childbirth up to a maximum of 11 weeks' uninterrupted absence.

The employer's obligation to provide full pay, cf. above, shall be conditional upon the employee's eligibility for unemployment benefits, pursuant to Section 5 of the Entitlement to Leave and Pay in Connection with Maternity [Act No. 566 of 9 June 2006], of an amount corresponding to not less than 32/46 of the maximum rate of unemployment benefit.

The employer's obligation to provide full pay, cf. above, shall be subject to the condition that the employee be entitled to unemployment benefits with an amount corresponding to 32/46 of the maximum rate of unemployment benefit pursuant to Section 5 of the Act on Leave and Benefit on Grounds of Pregnancy and Childbirth (Maternity Act).

Subsection 2. The employer shall pay full pension contributions to the employee if the employee exercises her right to take unpaid leave, cf. the Maternity Act.

Subsection 3. Where maternity leave is extended due to hospitalisation of a child, full pay shall be provided, cf. the Maternity Act. The parents decide which of the two parents shall be entitled to the extended leave. If the maternity leave is extended pursuant to this provision, the employee's entitlement to taking leave pursuant to b) will be postponed by the corresponding number of weeks.

Subsection 4. At the death of a child, full pay shall be provided during the periods in which sickness benefits are paid, cf. the Maternity Act. Furthermore, full pay shall be provided to the father during the periods for which he is entitled to sickness benefits pursuant to Section 7, Subsection 2, of the Maternity Act (mother's illness within the first 14 weeks).

Subsection 5. If the employee becomes unable to work due to pregnancy-related illness at a time deemed to be within less than three months of the expected time of childbirth, the employer shall provide leave with full pay from the time of the commencement of the inability to work.

Subsection 6. A pregnant employee who works shifts or at night shall be entitled to choosing not to work shifts or at night if a medical practitioner states that consideration for the unborn child warrants this. The employee shall retain her duty allowance as though the employee were on maternity leave or absent due to illness.

Section 6, Subsection 1

The entitlement to leave to care for a sick child shall be attached to the child. This means that if both parents work for employers covered by the collective agreements between the DFL and the FA, the total leave for each child per illness period shall be limited to two days.

The entitlement shall apply to employees who are granted legal custody of a child; this also applies to shared custody. Furthermore, the entitlement to taking leave shall apply when the employee cohabits with the child's legal custodian, that is, shares this person's residential address and lives in a marital relationship, or a relationship similar to marriage, with the child's legal custodian.

Section 6, Subsection 4

The eight days shall mean eight days by the calendar.

Subsection 7. Employees who wish to take leave in order to care for their children must notify their employer not less than three months (13 weeks) prior to the intended commencement of the leave. The period of prior notice, however, may in no instance exceed the employee's individual notice period.

Section 5 Adoption

In connection with receiving an adopted child in a foreign country, the employee shall be entitled to leave with full pay during the period qualifying for unemployment benefit, however, subject to a maximum of eight weeks from receiving the child.

If the competent adoption authority decides that, in connection with the adoption of a child, the employee must be absent at the reception of the child, the employee shall be entitled to the same rights as those provided in Section 4 from the time of reception.

Section 6 Caring for a sick child

Subsection 1. An employee may, if necessary, be granted entire or partial leave without pay reduction for up to five working days to arrange care for, or to care for, a sick minor in the home. In case the absence extends beyond two working days, the employee must provide a reason why organising other care for the child has proved not to be possible.

Subsection 2. In case of hospitalisation of a sick minor requiring the presence of the parents, the parent shall be granted up to eight days' leave by the calendar with full pay.

Subsection 3. In case of a child's illness and at the employee's request, unpaid leave may be granted for a period of such length that it renders adequate care for the child possible in practice.

Subsection 4. For leave beyond eight days, the employer may grant further unpaid leave, subject to the requirement of submission of a certificate issued by a medical practitioner.

Subsection 5. Employees who maintain a physically or mentally disabled child under the age of 18 who lives at home shall be given the possibility of entire or partial leave without pay for up to 12 months; cf. section 42 of the Danish Social Services Act.

Section 7 Caring for a child suffering from a serious illness

Subsection 1. An employee with a child suffering from a serious illness may be granted entire or partial leave for up to 13 weeks, cf. Section 26 of the Maternity Act.

Subsection 2. The employer shall provide pay compensation up to full normal salary during the leave period. Holiday entitlements shall accrue and pension contributions shall be paid on the basis of full normal salary. The leave period shall be included in the calculation of the employee's seniority.

Section 10, Subsection 2

It will be a natural course of action for an employee who has received a warning to submit this to the relevant staff association with a view to obtaining professional assistance.

The employer may always make direct contact to the individual member.

Generally, the provisions of Section 3 of the agreement on union representatives shall apply.

Section 8 Caring for a next of kin with a handicap or serious illness

Subsection 1. Employees shall be entitled to leave for a period not exceeding six months for the purpose of caring for a next of kin suffering from a handicap or serious illness, cf. Section 118 of the Act on Social Services.

Subsection 2. During the leave period, the employer shall provide pay compensation corresponding to the difference between the municipal pay, cf. Section 118, Subsection 2, and the employee's full normal salary. The leave period shall be included in the calculation of the employee's seniority.

Subsection 3. If the level of municipal pay changes as per 1 January 2003, cf. Section 118, the contracting parties shall review this provision.

Subsection 4. Employees shall be entitled to paid leave for up to two weeks per calendar year for the purpose of caring for and accompanying a seriously ill next of kin, when this is certified by the next of kin's medical practitioner. The leave may also be used for time off for the employee to accompany the next of kin to meetings, treatment, etc. in connection with the illness. The employer shall reimburse the expenses for certification by the next of kin's medical practitioner.

Section 9 Caring for the dying

Subsection 1. Employees shall be granted entire or partial leave to care for a dying person at home, cf. Chapter 23 of the Act on Social Services.

Subsection 2. During the leave period, the employer shall provide pay compensation corresponding to the difference between the municipal pay rate for care provided in Chapter 23 of the Act on Social Services and the employee's full normal salary. The leave period shall be included in the calculation of the employee's seniority.

Section 10 Termination of employment

Subsection 1. Notice of termination of employment pursuant to Section 5, Subsection 2, of the Danish Salaried Employees Act (the 120-days rule) may not take place.

Subsection 2. Before an employee is dismissed, the employer should give the employee a written warning stating that termination is under consideration, and the reason for this.

The local staff association shall, as far as possible, be informed 24 hours before any warning/notice of termination of the employment of a member is given. This may be effected by the employer sending, as a general rule, a draft warning/notice of termination to the local staff association unless strictly personal reasons make this inadvisable.

Dismissal shall require simultaneous notification of the local staff association.

Subsection 3. If Forsikringsforbundet maintains that an employee has been terminated wrongfully without reasonable cause in matters relating to the employee or the employer, the dispute may, upon request, be submitted to proceedings, cf. the Agreement on Rules for the Settlement of Industrial Disputes.

Subsection 4. If it is found that the termination of employment was wrongful, the arbitration tribunal may order the employer to mitigate the impact of the termination. The arbitration may thus, if the employer and the employee both choose not to continue the employment, order the employer to pay a compensation, the size of which must be determined with due consideration of the circumstances of the case, the length of time that the employee has been employed and, in special circumstances, consideration of the employee's future employment prospects.

Re-employment or compensation, respectively, shall be subject to the condition that the employee must have been in uninterrupted employment with the employer for at least nine months at the time of notification of termination of employment.

Subsection 5. The compensation may not normally exceed the employee's salary for a period corresponding to the termination notice to which the employee is entitled under Section 2, Subsection 2, of the Danish Salaried Employees Act.

If, at the time of the termination of employment, the employee has been in the employment of the employer for more than 15 years, the compensation may amount to as much as one year's salary.

Section 11 Part-time employment: seniors

Employees who have been employed by the employer for at least five years without interruption and who have attained the age of:

- 58 shall be entitled to having their working hours reduced to between 80 per cent and 100 per cent of normal working hours,
- 60 shall be entitled to having their working hours reduced to between 70 per cent and 100 per cent of normal working hours,
- 62 shall be entitled to having their working hours reduced to between 60 per cent and 100 per cent of normal working hours.

After the reduction of working hours, the employer shall pay pension contributions on the basis of the previous percentage of normal working hours. This contribution, however, shall be paid for a maximum of seven years.

However, the employer may, upon dialogue with the staff association, turn down the request for a part-time employment arrangement if special job-related, practical or similar concerns speak against it.

If part-time employment cannot be offered in the existing job position, other options for job position should be explored. If the job change to part-time employment involves a salary reduction, the original pension contribution in DKK shall be maintained until the pension contribution stated as a percentage rate converted into DKK is larger in the new job position.

Section 12

This provision shall apply to employment covered by the collective agreement. No holiday pay shall accrue from the extra holidays at retirement. The employee shall earn the entitlement to the holidays from the start of the calendar year in which the age indicated has been reached or will be reached. If the employer gives notice of termination of employment, the employee shall be entitled to taking the extra holidays during the notice period. In cases of limited term employment of up to 12 months' duration, the employer may choose to disburse payment of the value of the days of leave for seniors instead of allowing the employee take time of in lieu of payment.

Section 13, Subsection 1

The pension contribution shall be disbursed unless at the time of resignation, the employee retires on a pension from the company or retires on a state pension.

Section 12 Days off/holidays: seniors

In the calendar year when the employee turns 50, he or she shall be entitled to two days off.

In the calendar year when the employee turns 58, he or she shall be entitled to one further day off.

In the calendar year when the employee turns 60, he or she shall be entitled to four further days off.

The entitlement to the additional days off for the 58-year-olds and 60-year-olds shall apply only where the employee has not exercised the option of the reduction of working hours specified in Section 11.

The days off shall be deposited in units of hours into the employee's account in the hour bank, cf. Part 2, Section 30. Part-time senior employees are allocated days off pro rata to their working hour percentage. Employees not encompassed by the hour bank scheme shall take the days off within the calendar year when the employee has attained or attains the age specified above. This shall also apply during the period prior to the employer's establishment of an hour bank.

The days off indicated are additional to the statutory holidays provided in the Holidays with Pay Act.

Section 13 Termination of employment

Subsection 1. When an employer terminates an employee who has been employed without interruption for not less than 12 years and who has attained the age of 50 or 55, respectively, at the time of termination of employment, the employer must pay 12 months' or, respectively, 18 months' employer's pension contribution.

The amount shall be paid into the employee's existing pension scheme or into another pension scheme.

Subsection 2. In addition to the pension contribution pursuant to Subsection 1, the employer shall pay a special compensation amounting to four months' salary to employees who have been employed without interruption for not less than 12 years and who have attained the age of 40. The special compensation shall amount to:

- One (1) month's salary for employees who have attained the age of 40.
- Two (2) months' salary for employees who have attained the age of 45.
- Four (4) months' salary for employees who have attained the age of 50.

The special compensation shall not include pension contribution.

The special compensation shall be paid unless the employee at the cessation of employment retires on pension from the company or qualifies for the state retirement pension.

Section 14 Transfer

Transfers that necessitate a change of residence must be implemented with reasonable prior notice. In cases where the transfer is implemented at the initiative of the employer, the costs incurred for the removal of furniture and household goods should be paid by the employer.

Section 15 Employment on special terms

The FA and Forsikringsforbundet agree that the insurance industry demonstrates social responsibility through retaining and employing employees with permanent reduced capacity for work. Consequently, it is also natural regularly to discuss the matter in the employers' joint consultation committees.

The employers may enter into employment contracts with employees with reduced capacity for work. In this process, management must suggest to the employee that a member of the staff association/the employee representative participates as an observer. The staff association receives a copy of the employment contract.

The employment contracts may differ from the provisions of the collective agreement on pay and working hours insofar as this is necessary to be able to fix a salary that is in accordance with the employee's capacity for work, including the number of weekly working hours and work intensity. Furthermore, the contracts may contain other special terms (for example on the physical environment and the setting up of assistive devices).

The FA and Forsikringsforbundet recommend that both the employers and the staff associations should always be aware of the possibilities the employees may have for additional maintenance through pension schemes and public aid schemes.

Protocol concerning current provisions remaining in force

1. The parties agree that special provisions, protocols, etc., that have been concluded between the FFO and the DFL at the inclusion of employers in the FFO shall remain in force, cf., however, the remark in Chapter 2 concerning Section 13, Subsection 2, last paragraph.

2. Where the protocols, etc., contain provisions on salaries, rates, etc., these shall be updated as agreed concerning salaries pursuant to Chapter 2, unless otherwise provided by the protocol.

Protocol between the FA and the DFL on local pay package agreements

An employer and staff association may conclude an agreement on pay packages within the framework of the present collective agreement.

Section 1

The provisions concerning pay in the collective agreements shall not prevent an employee from being remunerated pursuant to a local agreement on pay packages.

Section 2

Subsection 1. An agreement on pay packages may encompass a parking space, a computer, shares, bonds, ADSL line, etc.

Subsection 2. The benefits included in a pay package must be offered to all employees or groups of employees at the same price, although the price, however, may be differentiated in order to comply with the provisions of Section 4, Subsection 2.

Section 3

The employee shall pay for a pay package benefit either through a deduction from his or her salary after tax (the net salary principle) or by entering an agreement on reduction of salary (gross salary principle).

Section 4

Subsection 1. The individual employee may not, based on consideration of total gross salary, be placed in a less favourable position by accepting an agreement on pay package benefits than the position the employee enjoyed prior to such an agreement.

Subsection 2. The price that the employee is to pay for a benefit must contain a compensation corresponding to not less than the reduction of the employer's pension contribution and the holiday allowance caused by the reduction of the gross salary.

Subsection 3. The employee shall be obligated to pay an amount not less than the amount corresponding to the total reduction of the pension contribution.

Section 5

The local agreement on pay packages must specify:

1. The employees to be encompassed by the package.
2. The benefits to be included in the pay package.
3. The valuation of the benefits, including valuation of benefits applying the gross salary principle, their conversion value compared to traditional salary (excluding pension and holiday allowance).
4. The way in which the benefits in the pay package factor in the calculation of the holiday allowance, nuisance bonus, pension, overtime pay, etc.

25

5. Possible impact of tax-related issues.
6. When, and at which intervals, the individual employee may exercise choices concerning the person's own pay package.
7. The rules and procedures that apply to the termination or retirement of the employees.
8. Notice and times for review, renegotiation, notice of termination and, where relevant, discontinuation of the local agreement.
9. Decision on whether the employee is to receive further advice.

25

26

Protocol concerning the implementation of the parental leave directive

With a view to implementation of Council Directive 2010/18 of 8 March 2010 on the framework agreement on parental leave concluded by Unicef, the CEEP and the EFS, the following shall apply:

Section 1 Parental leave

The parties consider the provisions of the Directive on parental leave to be implemented through the legislation currently in force.

Section 2 Force majeure leave

Subsection 1. An employee shall be entitled to *force majeure* leave in situations when an emergency in the immediate family arises due to illness or accident that urgently requires the employee's immediate presence.

Subsection 2. This provision shall secure the right of employees to take leave of absence without pay due to a situation of force majeure in cases encompassed within the provisions of Article 3 of the framework agreement (Council Directive 2010/18 of 8 March 2010).

This provision shall not affect the application of other rules concerning paid leave.

Terms and conditions for access to, and the extent of, *force majeure* leave shall be determined locally.

Section 3 Entry into force

This agreement shall enter into force on 1 April 2012.

Copenhagen, 8 February 2012

The Danish Employers' Association for the Financial Sector

Anders Jensen /Chairman
Steen A. Rasmussen/Director

Danske Forsikringsfunktionærers Landsforening

Mette Bergmann / Chairman
Søren Thorsen/Head of Secretariat

Protocol concerning part-time employees

Section 1

Council Directive 97/81/EC of 15 December 1997 concerning the Framework Agreement on part-time work concluded by UNICE, CEEP and the ETUC shall apply within the area covered by the collective agreement between the FA and the DFL.

Section 2

Part-time employees who work as temporary staff shall be exempt from the provisions of the framework agreement.

Section 3

The area of application of the framework agreement, cf. Section 2, and the terms and conditions relating to part-time employees' access to special employment terms shall be reviewed in connection with renewal of the collective agreement if one of the parties so requests.

Section 4

If any amendment to relevant legislation is introduced, each party may require negotiations concerning the possible impact of the statute amendment on the collective agreement.

The parties hold that the agreements in force as per 1 April 1999 concluded between the FA and the DFL comply with the directive.

Copenhagen on 15 February 2001

The Danish Employers' Association for the Financial Sector

Søren Møller Nielsen/Chairman
Steen A. Rasmussen/Director

Danske Forsikringsfunktionærers Landsforening

Henrik Frimand-Meier / Chairman
Ole L. Madsen/Head of Secretariat

With a view to implementing Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP, the parties agree as follows:

Section 1

Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP shall apply to the area covered by the collective agreement between the FA and the DFL.

The parties hold that the agreements in force as per 1 April 2001 concluded between the FA and the DFL comply with the directive.

Section 2

The objectives of the agreement shall be

- a. Improvement of the quality for employees in fixed-term employment through the application of the principle of non-discrimination.
- b. Provision of a framework that prevents abuse of fixed-term employment by using multiple and consecutive fixed-term employment contracts or relationships of employment.

Section 3

The parties agree that the agreement shall not apply in connection with basic vocational training, internships/ apprenticeships and relationships of employment formed in connection with special publicly funded education, integration and retraining programmes.

Section 4

The scope of application of the framework agreement, cf. Section 3, may be reviewed in connection with renewal of the collective agreement if one of the parties so requests.

Section 5

If any amendment to relevant legislation is introduced, each party may require negotiations concerning the possible impact of the statute amendment on the collective agreement.

Section 6

The employer must notify staff hired on fixed-term employment of vacant positions in the company, for instance through job notices.

To the extent possible, the employer must provide persons in fixed-term employment access to suitable vocational training so that they can improve their skills, their career opportunities and achieve greater mobility in terms of employment.

Section 7

Persons in fixed-term employment shall count with the same weight as permanent staff for the purpose of calculating the number of employee representatives in compliance with national statutory legislation and collective agreements.

Section 8

The provisions of this agreement pursuant to the Directive shall remain in force even though the present agreement were to be terminated or expire until another agreement replaces it or the Directive is amended.

Protocol concerning written statement of employment particulars

Subsection 1. Employment of staff for more than one month with an average of more than eight weekly working hours must be based on a written statement of employment particulars. The employee shall receive this written statement of employment particulars not later than one month after the commencement of the employment relationship. The employment contract must specify all material terms and conditions of the employment relationship, including at least the same information as the information highlighted in Annex 1 of the collective agreement.

Subsection 2. The employee must be informed in writing of any amendment of the information highlighted in Annex 1 as soon as possible and not later than one month after the amendment has entered into force.

Subsection 3. The parties recommend the use of the employment contract drawn up by the parties.

Subsection 4. If the employee has not received the employment contract by the expiry of the deadlines provided in Subsection 1 and Subsection 2, the issue may be submitted for consideration pursuant to the provisions of the collective agreement concerning settlement of industrial disputes. An employer that has been ordered, at a meeting of the organisations, to provide a written statement of employment particulars and has subsequently complied with the order within five days may not be ordered to pay a penalty unless the case constitutes an instance of systematic breach of the provision concerning employment contracts.

Subsection 5. These provisions shall enter into force on 1 July 2002.

If an employee hired before 1 July 1993 wishes to receive an employment contract, cf. Subsection 1, and communicates this request, the employer must provide such an employment contract within two months of the submission of the request.

Copenhagen on 21 March 2002

The Danish Employers' Association for the Financial Sector

Jørn Kristian Jensen/ Chairman
Steen A. Rasmussen/ Director

Danske Forsikringsfunktionærers Landsforening

Henrik Frimand-Meier/ Chairman
John Vagn Nielsen/ Head of Secretariat

Annex 1

Employment contracts must, as a minimum, specify the following items:

1. The identity of the employer and the employee.
2. The location of the place of work or, where there is no fixed place of work or location where the work is primarily performed, specification that the employee performs work at various locations, and the employer's head office or street address.
3. Description of the work to be performed or indication of the employee's title, rank, position or job category.
4. The time of commencement of the employment relationship.
5. The expected duration of the employment relationship where the employment is not indefinite.
6. The entitlements of the employee with regard to holidays with pay, including whether salary will be provided during holidays.
7. The length of notice of termination of the employee and the employer or the relevant rules on this.
8. The current or agreed remuneration to which the employee shall be entitled at the commencement of the employment relationship, as well as allowances and other pay components not included, for instance pension contributions and, where relevant, food and accommodation.

Furthermore, the contract must state the dates on which pay is to be disbursed.
9. Normal working hours per day or per week.
10. Terms and conditions that apply to overtime work.
11. Indication of the collective agreements or agreements that regulate the employment relationship.

The employer may, as concerns items 6 to 9 above, refer to statute law and the collective agreement.

Protocol concerning new education programmes

The parties agree that the organisations shall reopen negotiation on minimum pay grade placement if other new education programmes, for instance the Business Academy programme, become relevant.

Protocol concerning remuneration for data mechanic apprentices

Data mechanics work on the electronics and programming of computers. The education programme is relatively new, and it takes five years to complete, with alternating periods of internship/practical training and periods of theoretical classroom studies.

Data mechanic apprentices shall be placed in pay grade 5.01 in the first year of the programme. In the second year, data mechanic apprentices shall be placed in pay grade 5.02. In the third year, data mechanic apprentices shall be placed in pay grade 1.01. In the fourth year, data mechanic apprentices shall be placed in pay grade 1.02. In the final year, data mechanic apprentices shall be placed in pay grade 1.03, which is also the final year for insurance industry trainees.

These are the minimum levels of pay, similar to the pay grades that apply to insurance industry trainees.

If a data mechanic apprentice has seniority from the company at which the person in question is employed, the seniority shall cause pay grade promotion, in the sense that pay grade 5 is skipped.

If the employee holds no seniority from the company and is hired from outside, the person shall be placed in pay grade 5 for the first two years and in the trainee pay grade for the three last years, regardless of whether the employee is below or above the age of 18.

If the employee holds educational credits so that, pursuant to the Order on Data Mechanic Apprentices, transfer of credits reduces the number of years required to complete the education programme, such rapid advance shall be combined with correspondingly faster promotion to higher pay grade levels.

Protocol concerning finance economists

Finance economist graduates may, for the first six months, be placed as a trainee in pay grade 31.01. Subsequently, finance economists shall be placed in a pay grade according to the general pay grade placement criteria.

Protocol concerning integration of employees with a non-Danish ethnic background

The FA and the DFL take a positive position on efforts by financial enterprises and their employees to promote the development of a composition of their work force that, to a higher degree, reflects the composition of the population as a whole, and that this is to be achieved through the recruitment of employees with a refugee or immigrant background (employees with a non-Danish ethnic background).

1. There is agreement that the following shall apply to concerning persons who have not completed a course of education in Denmark consisting of basic education, post-secondary education or vocational training:

Wherever there is any uncertainty as to the kind, scope or level of qualifications acquired in a foreign country, the employee's actual qualifications should be clarified as soon as possible. For clarification of professional (educational) qualifications, the question may be presented to the Academic Committee of Finance Education Programmes (*Det faglige udvalg for finansuddannelser*) or the Insurance Academy for an opinion.

A trainee period before employment in a financial institution may contribute to clarification of qualifications acquired in a foreign country.

2. The basis for employment in a financial enterprise on the terms and conditions for pay and employment provided by the collective agreements shall be that the employee possesses normal qualifications, including professional, language and personal qualifications.
3. An employer may make an individual employment contract on special terms that deviates from the collective agreement where the staff association approves the employment contract. The contract may be made with employees that do not, at the time they are hired, possess qualifications corresponding to the vocational skills assumed by the collective agreement.
4. The special terms shall be agreed using the current collective agreement applicable to the employer as the point of departure. The pay agreed for the employment relationship, the working hours and the placing of the working hours may be departed from with due consideration to the type of work concerned, the employee's qualifications and the employee's effective working hours, excluding breaks and time spent on language training and other skills upgrades relevant to integration.

The effort aims to enable the employee to continue in employment, subsequent to a transitional period on special terms, with the pay and normal terms and conditions provided by the collective agreement.

5. Special conditions shall be agreed for a limited period of between 6 and 12 months. The employer, the employee and the staff association will then assess if the development of working tasks and/or the employee's professional, personal or language proficiency qualifications indicate that there is a basis for amendment of the special contract terms and conditions or transfer to employment on normal terms as provided by the collective agreement. If there is a need for it, the contract may be extended, where relevant with amended special terms and conditions.

If the parties are unable to reach agreement on amendment of employment terms, the current employment terms shall continue without amendment until the employment relationship is terminated. The special terms and conditions shall, however, expire not later than six months subsequent to the failure to reach agreement on extension of employment on special terms. Furthermore, employment on special terms may not exceed a total duration of 18 months. If employment extends beyond this limit, it shall be governed by the normal terms and conditions provided by the collective agreement.

Joint consultations committee

For enterprises in which management and employees wish to hire staff with a non-Danish ethnic background, including employment on special terms, the natural course of action will be to discuss, in advance, the general issues involved in the joint consultations committee. This discussion should include consideration of ways in which management and employees may contribute to the best possible integration in the enterprise.

Staff association

A company that wishes to hire staff with a non-Danish ethnic background on special terms that deviate from the collective agreement shall present a draft employment contract to the local staff association for opinion and approval. The same procedure shall be followed if the enterprise wishes to extend and/or amend an employment contract providing special terms and conditions. The practical matters concerning the employment shall similarly be discussed with the staff association.

The staff association may inform the DFL about local employment contracts concluded on special terms.

Approval

At companies with no staff association, any employment contract that deviates from the collective agreement shall be approved by the organisations prior to its entry into force. The organisations shall inform the company/employer of their approval or disapproval as soon as possible, and not later than 14 days after receiving the draft employment contract.

Protocol concerning age criteria

The parties have implemented the age provision of Council Directive 2000/78/EC of 27 November 2000 establishing a general framework for equal treatment in relation to employment and occupation.

The parties agree that the provisions of the collective agreement between the FA and the DFL dated 1 December 2004, which includes age criteria, does not constitute discrimination, but is an expression of an objective and reasonably substantiated legitimate objective including, among other things, legitimate policy objectives relating to employment, labour market and vocational education, and that the means to these ends are expedient and necessary.

The following provisions have been discussed:

The collective agreement

- Section 7 – pay grade 5
- Section 32, Subsection 5 - extra holidays
- Section 34 – provisions concerning pension
- Section 43 – provisions concerning seniors

Insurance surveyors/loss adjusters

- Section 3 - provisions concerning pension

Principal administrative officers

- Section 3 - provisions concerning pension

The IT agreement

- Section 23 - provisions concerning pension

Service and technical staff agreement

- Section 2, Subsection 4 – provision concerning minimum pay
- Section 3 - provisions concerning pension

Protocol on pay for temporary staff -

1. Provisions concerning pay

The pension assurance regulations

- 2. Entry
- 3. Special provisions

Group assurance regulations -

- A. Group insurance schemes

At the same time, the parties agree that an age limit to the entitlement to compensation, where relevant, for wrongful termination, as provided in Section 42 of the collective agreement, shall be abolished.

Copenhagen on 25 January 2005

The Danish Employers' Association for the Financial Sector

Jørn Kristian Jensen/ Chairman
Steen A. Rasmussen/ Director

Danske Forsikringsfunktionærers Landsforening

Henrik Frimand-Meier/ Chairman
Søren Thorsen / Head of Secretariat

47

48

Protocol concerning health insurance between the FA and the DFL

Scope

Employees covered by the collective agreement between the FA and the DFL, except for the insurance employers that have established employer-paid health insurance schemes paid for their employees prior to 1 April 2005.

Objective

The health insurance shall be mandatory and aims to ensure that employees covered by the collective agreement of an insurance industry employer will be able to get treatment at a private hospital and post-operation treatment in case of illness and injury.

Effect

The health insurance coverage shall take effect at the commencement of employment and cease when the employee leaves the employment position.

Scope of insurance cover

The scope of cover of the health insurance scheme is to be agreed locally between the employer and its staff association. As a supplement to an obligatory scheme, the parties may agree on optional individual additional insurance cover, which may be funded by the employer and/or by deduction from salary.

Payment of premium

The premium for the obligatory health insurance cover shall be paid by the employer.

Entry into force

The mandatory scheme must be arranged to enter into force not later than 1 July 2005 and must, as a minimum, provide the following insurance cover:

- Coverage of medical examination and surgery/treatment, as outpatient or hospitalised, as relevant
- Coverage of treatment of psychological illness (including acute crisis assistance - also for private incidents)
- Treatment by physiotherapist or chiropractor
- No waiting period for new illnesses/accidents
- Two years' maximum waiting period for coverage of existing illnesses
- No maximum limit, in terms of number of treatments or months, to coverage of treatment of psychological illness
- Insurance cover shall remain in force on postings for the employer

- Free choice of hospital in the Nordic countries and at least one other country.
- Option for taking out supplementary insurance cover at termination of employment/retirement on pension
- Expiry age for individual insurance cover should not be lower than the official state pension retirement age.
- The insured should be offered advice and guidance concerning their choice of supplier of medical examination and medical treatment.
- It should be the declared intention of the insurance scheme to provide medical examination/medical treatment within a maximum of two weeks.

Danica shall not be included in the agreement concerning health care insurance, as the company has concluded a corporate agreement.

In connection with the conclusion of the 2008 collective agreement, the following was agreed:

In the collective agreement, the parties have agreed on a health insurance scheme.

The scheme is designed to include the mandatory elements agreed between the FA and the DFL. It shall be the obligation of the individual employer to make an agreement on the specific contents of the scheme with its staff association.

The FA and the DFL agree that health care insurance is a benefit to employees and employers that must remain part of the collective agreement structure agreed between the parties. The FA and the DFL have agreed that the future development of employers' funding of the health care insurance must be part of the framework of coming negotiation on collective agreements.

The FA and the DFL agree that the following principles shall apply in connection with determination of price:

The collective agreement negotiations shall determine a price for health insurance per employee stated in DKK per employee, the coverage of which shall comply with the provisions of the Protocol concerning health insurance.

The price agreed shall be adjusted on a running basis in connection with the negotiation of a new collective agreement *pari passu* with the pay increase provided by the collective agreement current in the previous agreement period. The price thus calculated shall be designated as the index price.

Any difference in DKK, where relevant, between the price agreed at the collective agreement negotiations and the index price shall be compared to the total payroll costs and be part of the overall calculations at the negotiations of the collective agreement.

Protocol concerning Training – Team training

Before 1 July 2008, insurance employers and their local staff association must agree on guidelines concerning the working hours compensation for participation in the module training level 4 course, held by the Insurance Academy according to the original version of the concept of Team Training introduced in 2004.

If the employer and the staff association have not made a local agreement concerning this by 1 July 2008, each participant shall be compensated with a one-off fee of DKK 1,750.00 for modules with a duration of between 12 and 14 weeks. For modules with a duration of between 16 and 18 weeks, the one-off fee shall be DKK 2,500.00. For modules with a duration extending beyond 18 weeks, the one-off fee shall be DKK 3,000.00. This applies solely to the participants enrolled in the programme as per 1 April 2008 or who enrol subsequent to this date.

This protocol shall be without prejudice to other team training models.

Pension assurance regulations between the Danish Employers' Association for the Financial Sector (FA) and Forsikringsforbundet

The scope of the regulations:

Employees covered by a collective agreement concluded between the FA and Forsikringsforbundet or a member of the FA and Forsikringsforbundet.

Corporate or locally agreed pension scheme

The employer may either establish a pension scheme as a corporate pension scheme pursuant to item A, or the employer and its staff association may conclude an agreement on another pension scheme.

A locally agreed pension scheme must subsequently be submitted to Forsikringsforbundet for approval.

Irrespective of whether the pension scheme is a company pension scheme pursuant to item A, or the employer and its staff association have made an agreement on another pension scheme, the employer must endeavour to provide its employees with the best possible terms and conditions in relation to:

- administration costs
- investment flexibility
- yield and return on investment
- prices and conditions
- free choice
- counselling and advice
- etc.

The employer must provide adequate information to the staff association on the specific scope, contents and implications of the pension scheme.

The information to the staff association must be provided well ahead of the entry into force of the pension scheme.

If the employer and the staff association disagree as to whether the parameters specified above have been fulfilled, external pension expert(s) may be brought in to provide assistance. If the parties still disagree, the dispute may be brought before the central organisations representing the parties and subsequently be submitted for arbitration before an arbitration tribunal, the chairman of which must possess special expert knowledge of matters pertaining to pensions.

The general provisions under items B and C, as well as item A1, shall apply to both models.

A. Corporate pension scheme

The employee may select the following options for insurance cover:

1. Disablement cover

The disablement benefit must amount to between 20 per cent and 80 per cent of the employee's annual salary at the time of joining the scheme. The disablement percentage may be changed only by written agreement between the employee and the pension supplier. The benefit shall be paid monthly.

The employee must have the option of spending pension funds on paying for health insurance cover, as well as for disablement cover and premium free cover if the insured loses 50 per cent of the ability to work.

2. Death

The following insurance options are available:

- a. Life assurance payable as a lump sum upon death occurring before retirement age.
- b. Annuity pension payable on death occurring before retirement age. Benefits will be paid for the agreed guaranteed period.
- c. Spouse pension (survivorship annuity).
- d. Child pension. Benefits shall not cease to be paid earlier than the child's eighteenth birthday. Child pension shall be doubled if the child is orphaned.

The employee shall be offered the option of reserve or custody account assurance.

The employee shall be entitled to opt out of insurance cover on death.

3. Insurance coverage at retirement on pension at retirement age

The following insurance options are available:

- a. Life assurance payable as a lump when retirement age is reached.
- b. Annuity pension to commence payment of benefits when the annuitant reaches retirement age. The benefits will be paid for the agreed guarantee period.
- c. Retirement pension to be paid to the annuitant for life starting when the beneficiary reaches retirement age.

If investment is made in Unit-Link or other investment products, these shall be limited to comprise a maximum of 50 per cent of the running pension premium. If a higher pension rate is desired, another scheme may be agreed between the employer and the staff association.

4. Health information

The insurance industry employers shall be under an obligation not to apply the 25 per cent rule in case of amendments to the insurance, where such amendments relate to provisions and agreements under the framework of the collective agreement.

The pension scheme shall be established with the insurance company's usual supplier or suppliers of pension scheme services.

B. General provisions

1. Establishment

The employer shall establish a pension scheme from which the employee shall select options on the basis of guidance provided by the employer. The employee shall have the option of selecting an average interest product.

2. Entry into the scheme

Employees shall enter into a pension scheme, cf. section 33, subsection 1, of the collective agreement. Employees who have been members of a pension scheme from previous employment in the insurance industry shall be admitted to entry immediately from the 18th year into a pension scheme irrespective of the provisions above.

3. Special provisions

An employee whose request for amendment of a pension scheme has been turned down may submit the matter to negotiation between the parties to the collective agreement.

An employee who has reached the age of 60 may select a savings scheme for the purpose of pension, and hence also opt out of disablement cover. The same provision shall apply in cases where an employee's health requires the employee to pay a premium that exceeds the normal premium by 10 per cent or more.

4. Health information

The Pension Assurance Regulations shall take effect immediately upon commencement of the first employment position in the insurance industry, at which time the insured must submit information concerning his or her health. The health information submitted in connection with entry into employment will thus be material to the terms and conditions of the insurance cover. However, this shall only apply to uninterrupted employment in the insurance industry.

If the health information submitted at the commencement of employment causes admission to the insurance cover subject to restrictive terms, the employee shall be entitled to submit new health information at a later date, with a view to reassessment.

Health information must be submitted on the medical report forms normally used as annexes to pension scheme proposal forms.

The medical report submitted at the commencement of employment and any medical report conditional upon a promise of reassessment determined at admission shall be paid by the employee via the pension premium. All reports and certificates must be kept by the employee and at the employee's responsibility.

Hence, the employer is not responsible for obtaining, paying or keeping the medical report. Employees who in connection with a change of jobs are unable to produce the medical report obtained must pay for obtaining a new medical report.

Employees in temporary or fixed-term employment shall not be required to submit health information, as they will be covered solely by the group insurance regulations during their employment.

In connection with the formation of a group of companies, acquisition and merger, the parties recommend that the question of transfer of health information should be made the subject of consideration and decision.

5. Special provisions concerning disbursement

If an employee meets the eligibility criteria for disability benefits, the benefits shall be paid to the employer as long as the employee receives a salary from the employer, subject, however, to the provision that the employer may only claim the amount corresponding to the actual payroll cost. Any excess amounts shall be paid to the employee.

Excess amounts to be disbursed to the employee shall be calculated as the difference between the disability benefit and the employer's payroll cost *vis-à-vis* the employee. The employer's payroll cost *vis-à-vis* the employee shall be calculated as a monthly salary plus any pension contribution, holidays allowance, group life allowance, the employer's ATP (the Danish Labour Market Supplementary Pension Scheme) contribution share, and deduction for any government-provided reimbursement or payment to the employee in the period. Furthermore, a set-off shall be made of the employer's payroll cost *vis-à-vis* the employee during the waiting period before the first disbursement of the disability benefit.

Any disbursement on the death of the employee shall be made to the immediate next of kin of the deceased, as defined by the Insurance Contracts Act. The employee may make other provisions concerning beneficiaries.

6. Payment of premium

The contribution to the pension schemes described shall be determined by the collective agreement between the FA and Forsikringsforbundet current at the time. In the event that the employee's possible professional disability makes the person eligible for freedom from premium payment, the premium payment shall be suspended for employee and employer alike. The suspension of the employer's obligation to pay premium shall not cause an increase of salary payment to the employee, whereas the employee's contribution shall be added and disbursed as salary.

7. Cessation of employment

The employee shall retain the entitlement to his or her own pension scheme subsequent to cessation of employment.

61

C. Provisions concerning transition

Previous regulations shall apply solely to pension schemes to the extent that such provisions are not contrary to the present regulations.

61

62

Declaration of intent concerning pension schemes

The FA and the DFL agree that an employee, after 40 years' employment in the industry, should be able to receive a total contribution/margin ratio of approximately 75 per cent of the final salary for life from a retirement pension through guaranteed pension products, including public benefits.

Pension companies recommend that the pension savings should be of a size that allows a contribution/margin ratio of between 60 per cent and 65 per cent.

The FA and the DFL wish to assume the total contribution ratio including public benefits in the target. Because of this, the size of pension contributions required will vary according to the size of the annual salary.

Actuarial calculations in 2008 show that in the event of professional disability of 50 per cent, the premium percentage available must be:

Salary of DKK 250,000: 16 per cent.
(Annuity provides approximately 49 per cent, public pensions approximately 26 per cent.)

Salary of DKK 280,000: 17 per cent.
(Annuity provides approximately 52 per cent, public pensions approximately 23 per cent.)

Salary of DKK 310,000: 17.5 per cent.
(Annuity provides approximately 54 per cent, public pensions approximately 21 per cent.)

Salary of DKK 360,000: 18.5 per cent.
(Annuity provides approximately 57 per cent, public pensions approximately 18 per cent.)

In the event of professional disability of 60 per cent, the contribution/margin ratio available must reach:

(Earners of high salaries should have a higher insurance coverage than earners of lower salaries)

A salary of DKK 450,000: 20 per cent.
(Annuity provides approximately 61 per cent, public pensions approximately 14 per cent.)

The FA and the DFL must therefore endeavour to allocate funds, within the framework agreed, at the present and future negotiations of collective agreements so as to approach the aim of the pension objective.

Group insurance regulations agreed by the Danish Employers' Association for the Financial Sector (FA) and Forsikringsforbundet

The scope of the regulations:

Employees covered by a collective agreement concluded between the FA and Forsikringsforbundet or a member of the FA and Forsikringsforbundet.

A. GROUP INSURANCE SCHEMES

The group insurance schemes shall provide coverage from commencement of employment. During approved absence, the coverage shall remain in force. The scheme shall cover former employees who are unemployed, for up to 12 months from the cessation of employment, and employees on leave without pay and pension for up to 12 months, cf. the specific rules of the collective agreement.

Sums at death (including agreed indexation as per 1 January 2012)

| | | |
|-----|-----------|--------------|
| Age | under 60: | DKK 938,400. |
| Age | 60 to 69: | DKK 469,200. |
| Age | 70: | DKK 0. |

The sum at death shall be adjusted annually as per 1 January in accordance with the applicable maximum of *Forenede Gruppeliv* (FG).

Compensation for surviving child

Further, in the event of the death of the employee, the insurance will pay a sum of DKK 45,000 per child under 22.

Disability compensation

If the employee's ability to work is reduced to 50 per cent or less, the insurance will provide a disability compensation, the size of which shall be determined according to the age of the employee at the time when the person's professional capability is deemed to be permanently reduced:

| | | |
|-----|-----------|--------------|
| Age | under 27: | DKK 665,000. |
| Age | 27 to 44: | DKK 335,000. |
| Age | 45 to 50: | DKK 200,000. |
| Age | 51 to 59: | DKK 160,000. |
| Age | 60 to 69: | DKK 80,000. |
| Age | 70: | DKK 0. |

A sum paid as disability compensation shall be deducted from any subsequent compensation paid at death.

The disability compensation shall be paid out when the employment ceases and when a medical practitioner deems that the ability to work has been permanently reduced to 50 per cent or less, or if the employee is awarded permanent disability benefit on the basis of not less than 50 per cent disability from a pension scheme established upon agreement with the employee's employer.

Critical illness

If, during the period of insurance coverage prior to attaining the age of 75, an employee contracts a critical illness, as specified in the special insurance terms, an insurance sum shall be paid. The sum insured for employees under 65 shall be DKK 200,000; for other employees, the sum insured shall be DKK 100,000.

Critical illnesses covered include: malignant forms of cancer, coronary thrombosis, by-pass surgery, coronary balloon angioplasty, heart valve surgery, cerebral haemorrhage or cerebral thrombosis, herniated cerebral arteries, certain benign tumours of the brain and spine marrow, multiple sclerosis, amyotrophic lateral sclerosis (ALS), progressive muscular atrophy, HIV (human immunodeficiency virus) infection contracted through blood transfusion or infection contracted through work activities, AIDS (acquired immunodeficiency syndrome), kidney failure, major organ transplants (heart, lung, liver), Parkinson's disease*, blindness*, deafness*, Aorta disease* (illness of the main artery), brain infection or meningitis*, results caused by tick-borne *Borrelia* infection (TBE) of the nervous system* and major third degree burns (*ambustio*)*. The diagnoses marked with an asterisk * have been added subsequent to 31 December 2001.

After payment of the sum insured for critical illness, the coverage for critical illness shall continue in accordance with the terms specified in the insurance contract. If the insured dies within three months after the sum insured of the critical illness policy has fallen due, the amount shall be deducted from the sum insured at death.

Extended premium-free coverage

In the event of at least 50 per cent reduction of professional capability, premium free insurance coverage shall be provided until the insured turns 65, cf. Section 3 of the agreement, with the sums insured applicable at the loss of professional capability. For this reason, the three-year rule stated in Section 12, Subsections 1-4, in the insurance terms shall not apply. For critical illness, the premium-free insurance coverage shall apply only for the first three years prior to the insured turning 65.

Certain critical illness in children

Children of employees shall be covered from birth and until they attain the age of 18. "Children" shall be defined as the employee's biological children and adopted children and the biological children and adopted children of a spouse or common law spouse. The sum insured shall be DKK 50,000.

Special insurance terms shall apply to children. The sum insured shall be paid to the employee if a child of the employee is diagnosed with one of the illnesses specified in the insurance terms if the terms and conditions are met. The insurance shall cover the diseases specified below, and the disease must be diagnosed while the insurance is in force.

Critical illnesses in children covered under the insurance include: cancer, coronary diseases requiring surgery, cerebral haemorrhage or cerebral thrombosis, herniated cerebral arteries (aneurysm), or intra-cranial arteriovenous malformation (AVM) and cavernous cerebral angioma, certain benign tumours of the brain and spine marrow, multiple sclerosis, kidney failure, major organ transplants, damage caused by cerebral infection or meningitis, damage caused by tick-borne *Borrelia* infection (TBE) of the nervous system or major burns, frost injury or cauterisation by acid Histiocytosis and fibromatosis – the diagnosis is covered from 1. January 2014, Diabetes type 1 – the diagnosis is covered from 1 January 2017, Cover on death – the cover applies from 1 January 2017.

Extended freedom from premium payment

In case the insured suffers reduction of professional capability of 50 per cent or more, the insured shall be granted freedom from payment of premium until attaining the age of 70, cf. Section 3 of the agreement, with the sums insured applicable at the time of the loss of professional capability. Because of this, the three-year-rule provided in Section 12, Subsections 1 to 4 of the insurance terms shall not apply. In case of critical illness, the freedom from premium payment shall apply only to the first three years before the insured attains the age of 70.

B. ESTABLISHMENT OF GROUP INSURANCE

The group insurance schemes described above shall be established through special agreement at the arrangement of the FA/DFL and administered through the FG. Similar schemes have been established by Topdanmark and the PFA for the employees of these companies. The FA and the DFL may, through the FG and according to general rules, admit other employee groups not encompassed by the main collective agreement between the FA and the DFL.

C. PROVISIONS CONCERNING DISBURSEMENT

Any disbursement, where relevant, at the death of the employee shall be made to the person's "immediate next of kin", as defined by the Insurance Contracts Act.

The employee may determine different beneficiary provisions. The sum insured to be paid at critical illness or reduced ability to work shall be paid to the employee.

D. PAYMENT OF PREMIUM

The employer shall pay the premium payable for the group insurance schemes.

The premium shall be included in the calculation of the employee's taxable income.

E. BONUS

A bonus shall be applied to reducing the premium.

F. TAXATION

The group life premium shall be subject to the provisions of Section 2 of the Danish Pension Tax Act. Form of taxation: "Tax code 5 – Life assurance without allowance".

G. THE INSURANCE CONTRACT

Sums insured and insurance terms may be amended in the course of the contract period if the insurance contract is changed. In case of any disagreement between the Group Insurance Regulations and the insurance contract, the insurance contract shall apply. A copy of the insurance contract in force at any given time may be obtained by contacting the FA or the DFL.

71

72

Agreement between the Danish Employers' Association for the Financial Sector (FA) and Danske Forsikringsfunktionærers Landsforening (DFL) concerning training and competence development

Section 1 Preamble

Subsection 1. The parties agree that competence development has significance for the customer's experience of the encounter with the company, the company's creation of value and the well-being and development of the company's employees.

The parties agree that it is in the mutual interest of employers and employees alike that employees continuously possess such skills, etc., as are required for the optimal performance of working tasks. It is furthermore in the mutual interest of the parties that employees possess the appropriate competence and training necessary for dealing with the changes taking place in the industry. The parties therefore agree on the need for systematic competence development.

Subsection 2. Competence development arises when the individual, interacting with others, applies knowledge and skills in a professional context that generates value for the employer.

Competences are developed and maintained on the basis of the company's strategic aims, both in practical training and modern learning environments including, for instance, on -the-job training, peer training, cooperation, mentoring arrangements, e-learning, courses, accredited education programmes, etc.

Competence development always takes the individual employee's job functions and needs as its point of departure.

Subsection 3. This agreement provides for a distinction between

1. competence acquired through general education and updates;
2. job-specific training.

Section 2 Scope of the agreement and exceptions

The agreement shall encompass within its scope all employees covered by the FA/DFL collective agreement complex. Employees outside the scope of the agreement:

1. Trainees, cf. Chapter 2, Section 6.
2. Employees in employment subject to notice of termination.

Section 3 Training and competence policy

Subsection 1. In order to achieve the objective of the agreement, the local joint consultations committees in the companies must initiate discussions for the purpose of reaching agreement on a company policy on training and competence development as well as discussing the systems for implementation of the policy.

Subsection 2. The local joint consultations committees in the companies shall perform annual follow-up and evaluation of the training and competence development policy.

Subsection 3. A general training and competence development policy, which must exist in writing and be made known to all employees, may, for instance, include the following elements:

1. A system for the practical implementation of the policy.
2. Employee development interviews.
3. Terms and conditions for training and competence development plans.
4. Follow-up on training and competence development plans.
5. Optional leave for training/education.
6. Time spent (possibly provided under a local agreement supplementary to the general collective agreement, concluded between the employer and the staff association, including working hours spent on the IT-based team training at the Insurance Academy).
7. Payment of costs for training and transport (possibly provided under local agreements supplementary to the general collective agreement concluded between the employer and the staff association).

Section 4 Competence development

Subsection 1. Competence development is of substantial significance for the individual employee and for the employer.

The employer maintains focus on employee competences to enable each employee to perform the tasks of the relevant individual job description in the present and in future.

The joint consultations committee discuss the guidelines the discussions between the employee and the employer concerning the needs and wishes for competence development. The dialogue between the employer and the employee may take place at regular intervals, for instance once every year in connection with the employee development interview.

Subsection 2. If the employer turns down a request for competence development, the employee may bring in the union representative pursuant to Section 3, Subsection 7, of the TR agreement.

Section 5 Continuing education and supplementary training

Subsection 1. In connection with the training and competence development for the individual, employees with an educational level corresponding to vocational education, the Insurance Academy modular training programme level 3, or a Continuing Adult Education (VVU) shall be entitled to continuing education and further training within the person's professional area, with due consideration of the employer's needs, the company's strategic objectives and the development of the individual towards new job functions.

Section 6, Subsection 3

General education, or maintenance of the competences thus acquired, is education/training that may immediately be approved by another employer/company as giving competence, for instance, a course programme at the Insurance Academy or similar, arranged by the employer, commercial college, business school, university programme or similar under external auspices. Furthermore, programmes recognised as generally qualifying include training in personal and professional skills, such as, for instance, language skills, general IT skills, insurance studies, sales technique, customer service and telephone skills, as well as leadership training.

The altered form of education at the Insurance Academy in the team training programme does principle of the collective agreement that the employee contributes spare time and the company contributes ordinary working hours in the general accredited education programmes under the auspices of the Insurance Academy. The relative contribution of spare time and working hours remains the same in principle.

Section 6, Subsection 4

Job-specific training is a direct prerequisite for the performance of an employee's working tasks. Job-specific training includes training in company-related IT systems (for instance sales, policy, claims and valuation systems), administration routines and procedures, launching of new products, etc. If team building is implemented at the initiative of management in order to deal with issues relating to cooperation in the organisation, the team-building course is job-specific.

The right includes training that aims toward the next higher educational level up to and including the level of Diploma in the public educational system or level 5 of the module training of the Insurance Academy.

It is required that the employer and the employee agree on the choice of training/education programme.

Subsection 2. For employees whose highest attained educational level does not correspond to at least vocational training, the aim should be to bring the persons in question to at least this level, cf. the Act on GUV (Basic Adult Education) or level 3 of the module training of the Insurance Academy.

Subsection 3. For employees handling tasks and assignments for which the module training programmes of the Insurance Academy or the public education system do not provide suitable relevant competences, the aim should be to enable them to achieve a higher educational level through systematic competence development.

Section 6 Time and pay in connection with training and competence development

Subsection 1. This section shall not apply to employees who teach, give lectures/presentations, or whose work otherwise directly consists of delivering training courses, travelling or meetings, in cases where such activities are specified in the person's employment contract and the salary has been structured in consideration thereof.

Subsection 2. The employers shall normally pay costs incurred in connection with the completion of training and education, for instance in the shape of additional costs for travel, food and drink in connection with training and education, course fees and textbooks/course materials, etc.

Subsection 3. General qualifying education/training and the maintenance of skills and competences thus acquired shall, as a point of departure, be held within normal working hours.

Employees shall not be entitled to compensation for additional time spent and longer transport time in connection with the education/training specified above.

Subsection 4. Job-specific training

All forms of training specific to an employee's job shall, as a point of departure, be held within normal working hours.

For additional time spent, where relevant, the employee shall be compensated pursuant to the rules on working time provided in the collective agreement. The compensation shall be provided solely for actual time spent on job-specific training.

79

For extended transport time, where relevant, the employee shall be compensated for additional time spent at the rate of 1:1. This, however, shall apply solely to the situations in which the employer has selected the location of the course activities. Where the employee has selected a location of the course activities that involves an increase of time spent on transport compared to other possible locations of the course activities pointed out by the employer, the employee shall not be entitled to compensation for increased time spent on transport.

Subsection 5. Category

The employer must inform the employee in advance concerning the category of the training/course/tutorial programme in relation to the provisions above. If the employer has omitted informing the employee of this prior to the start of the training/course/tutorial programme, the compensation for the training/course must, in case of any doubt, follow the provisions on normal working time.

Protocol

Disputes relating to this agreement may be handled pursuant to the rules on procedures for handling industrial disputes.

79

80

Agreement between the Danish Employers' Association for the Financial Sector (FA) and *Danske Forsikringsfunktionærers Landsforening* (DFL) concerning a holiday pay voucher scheme

Section 1 Scope of application

This agreement shall apply to all employees employed by a member of the FA and covered by a collective agreement on pay and working conditions concluded pursuant to the General Agreements between the FA and *Finansforbundet*) or between the FA and the DFL.

Section 2

Subsection 1. While the general employment terms of the employees are governed by the Holidays with Pay Act, cf. Consolidation Act No. 762 of 27 June 2011 with subsequent amendments and related administrative provisions, the parties agree pursuant to Section 31 of the Act that the rules below shall apply instead of the provisions of Section 28 of the Act concerning the Holiday Account system (*FerieKonto*).

Subsection 2. If holiday leave accrued is not taken with salary, holiday pay shall be disbursed in cash when holidays are taken. Please refer also to the special rules that apply to insurance underwriters in the collective agreement for insurance underwriters.

Section 3

Subsection 1. Employees who leave their employment position during the year shall, at the time they leave the company, receive a holiday pay voucher for the current holiday accrual year. When an employee leaves the company during the period between 1 January and 1 May, the person shall also receive a holiday pay voucher for the previous holiday accrual year. The holiday pay voucher, which may only be issued by employers that are members of the FA, shall specify:

- a. the employee's name, address and civil registration number (*CPR* no.)
- b. holiday accrual year and year when the holidays are to be taken
- c. the holiday pay amount to be disbursed
- d. the number of holidays to which the employee is entitled
- e. holiday pay amount per holiday
- f. employer's name, address and Central Business Registration Number (*CVR*)
- g. statement that the voucher shall become invalid at the expiry of the year when the holidays are to be taken.

Subsection 2. If the employee has not, at the time of leaving the company, taken all the holiday leave to which the person is entitled for the current holiday year, the employee shall further receive a holiday pay voucher covering the remainder of holidays as evidence of the entitlement to holiday pay for the holidays not yet taken.

Subsection 3. The holiday pay voucher provided as evidence of remaining holidays entitlement must specify the same information as the ordinary holiday pay voucher, and, in addition, provide information concerning:

- h. the holiday pay amount already disbursed
- i. the number of holidays already taken
- j. the outstanding holiday pay amount to which the person is entitled
- k. the number of holidays to which the amount corresponds.

Section 4

Subsection 1. The employee may require the holiday pay to be disbursed or forwarded one month prior to the date of the commencement of the holiday against submission of the person's holiday pay voucher or remaining holiday pay voucher. When the employee is to take holidays, the current employer shall endorse the holiday pay voucher, specifying the date on which the holiday leave begins, the number of holidays to be taken, and the amount to which the number of holidays corresponds.

Subsection 2. If the employee has no employer at the time when the holidays are to be taken, the holiday pay voucher shall be endorsed by the office of the unemployment insurance fund if the person receives unemployment benefits. If the holidays are to be taken while the person is serving military duty, the relevant army unit shall endorse the holiday pay voucher. In any other case, the holiday pay voucher shall be endorsed by the Supplementary Benefits Commission (*socialforvaltningen*).

Section 5

If the employee, instead of taking holiday leave, takes single days off, the employer (unemployment insurance fund, etc.) shall state on the voucher the number of days off the person is to take and the amount corresponding to this number of holidays. The employer that has issued the voucher shall then pay out the amount now due for disbursement, and provide a voucher as evidence of any remaining holiday pay amount, where relevant, pursuant to the rules provided above.

Section 6

The employer may disburse the holiday pay when the employee leaves the company if the amount does not exceed DKK 750 after tax and social security contributions. The employer may disburse holiday pay no more than twice to the same employee in the course of a holiday pay accrual year pursuant to this rule.

Employees shall be entitled to disbursement of holiday pay at the start of the year in which the holidays are to be taken if the amount does not exceed DKK 1,500 after tax and social security contributions.

Employees retiring from the Danish labour market due to age or health issues, or in order to move to another country, shall be entitled to receiving holiday pay amounts due from the previous and current holiday pay accrual years.

Section 7

Subsection 1. An employee who is prevented from taking the main holidays, partially or entirely, during the period in which the holidays are to be taken due to a holiday hindrance shall be entitled to receiving the holiday pay for the main portion of the holidays without taking the holidays, provided that the request for holiday pay has been submitted within the year in which the holidays are to be taken.

Holiday hindrance shall encompass the situations and events specified in Section 17 of the Executive Order on Holidays, cf. Section 38 of the Holidays with Pay Act.

Subsection 2. At the end of the year during which the holidays are to be taken, holiday pay amounts not disbursed may be paid out without the employee taking the remaining holidays, provided the employee has been partially or entirely prevented from taking accrued holidays prior to the end of the holiday year for one of the reasons specified above.

Section 8

Holiday pay amounts not claimed before the end of the holiday year during which the holidays are to be taken shall accrue to *Finanssektorens Feriefond* ("Financial Sector Vacation Fund") and be paid into this fund.

Section 9

The FA guarantees that the employee's due claim for holiday pay will be honoured, cf. Section 31 of the Holidays with Pay Act. This shall also apply to claims for amounts carried over by virtue of an agreement valid pursuant to the provisions of the collective agreement.

Section 10

The agreement shall enter into force on 1 April 2012, and shall apply until one of the parties issues notice of termination at six months' notice for cessation at the end of the next month of December.

87

Holiday pay voucher agreements previously in force shall be abolished as per 31 March 2012.

Copenhagen on 8 February 2012

The Financial Services Union

Kent Petersen / Chairman

Jens Chr. Pedersen/ Head of Negotiations

The Danish Employers' Association for the Financial Sector

Anders Jensen/ Chairman

Steen A. Rasmussen/ Director

Danske Forsikringsfunktionærers Landsforening

Mette Bergmann/ Chairman

Søren Thorsen / Head of Secretariat

87

Note on the Guidelines concerning care days

The parties agree that these guidelines concerning care days shall be applied with respect to the hour bank. This means that care days deposited in the hour bank shall be treated according to the rules of the hour bank.

Guidelines concerning care days drawn up by the Danish Employers' Association for the Financial Sector (FA) and *Danske Forsikringsfunktionærers Landsforening* (DFL)

I Preamble

In connection with the negotiations on the collective agreement for the insurance industry, the parties agreed to introduce the right to a number of care days as per 1 January 1998. Because there are a number of unclarified issues in connection with the care days, the FA and the DFL have jointly prepared these guidelines.

II Scope: who is covered by the provisions?

General remarks

To be covered by the provisions and thereby acquire the right to care days, the employee must be employed and receive full pay from the employer. This means that employees who are sick and receive full pay during illness, or are on leave with full pay, for instance pregnancy leave, maternity leave or adoption leave and leave to care for a dying next of kin, shall be covered by the provisions. By contrast, periods during which the employee does not receive pay or perhaps receives only pension contributions from the employer shall not qualify. This is the case, for instance, in connection with lawful or agreed leave for child care, study leave or leave in connection with childbirth, where the employer pays only pension contributions.

Posted employees shall not be covered by the provisions unless they follow the collective agreements.

Insurance

The provisions shall apply to all employees in the insurance industry covered by Chapters 1 to 6 of the collective agreement between the FA and the DFL.

The provisions shall not encompass underwriters. The same shall apply to employees who work less than 15 hours per week and certain temporary substitutes and temporary staff, pursuant to Chapter 2, Section 1, Subsection 2. Temporary substitutes hired to perform a specific function for up to 12 months who receive pay as defined by the collective agreement must receive 1.92 per cent of their pay when they leave their position.

III Qualifying for entitlement to care days

a. Employees who work every day

Pursuant to the provisions, employees who work every day (on average five days per week) shall be entitled to five care days. This shall apply whether the employee is in a full-time or part-time position. The parties agree that the scheme means that employees who change employers within the FA membership area may not qualify for entitlement to more than five care days within a given calendar year.

b. Employees who do not work every day

For employees who do not work every day, for instance because they work every second week, every second day or work four-day weeks, the number of care days shall be calculated in the same way as the number of holidays accruing to an employee who does not work every day, cf. the section in the FA personnel handbook on holidays and guidance on holiday-related questions for the insurance industry. If the calculation produces less than a whole number of care days, the figures must be rounded up or down, according to whether the decimal fraction is more than or less than 0.5, respectively. When the figure is 0.5, it shall always be rounded up. If, for instance, the calculation yields 2.5 days, the figure must be rounded up to 3 days. If, however, the calculation yields 2.4 days, the practice prescribes rounding down to 2 days. However, it shall be possible, at the local level, to make an agreement concerning specific guidelines on rounding.

c. At commencement of employment

In case of commencement of employment on a date other than 1 January, the number of care days to which the employee is entitled shall be calculated in the following way:

The employee is always granted one care day and in addition one care day per full quarter during the employment period. This means that the following days of commencement of employment qualify for the specified number of care days:

| | | |
|----------------|-------------------------|-------------|
| Not later than | 1 January qualifies for | 5 care days |
| Not later than | 1 April qualifies for | 4 care days |
| Not later than | 1 July qualifies for | 3 care days |
| Not later than | 1 October qualifies for | 2 care days |
| After | 1 October qualifies for | 1 care day. |

IV Taking of care days

a. How care days may be taken

It is the point of departure that care days are to be taken as whole days. Taking of care days shall be agreed locally between the employer and the employee. Nothing prevents the parties from agreeing that all care days should be taken as continuous days, and, similarly, nothing prevents the parties from agreeing that all the days should be taken shortly after 1 January. Care days may also be taken on Saturdays or Sundays, as relevant for employees who work on these days, for instance on shifts or under a tele-concept.

b. Agreement on taking of care days

In the insurance area, a request for taking care days may only be turned down with reference to the operation of the company.

As a point of departure, the parties must agree on care days with reasonable prior notice, that is, at least one week. However, the rules provide no fixed prior notice for agreement on care days. Request for taking of care days may therefore not be turned down solely because an employee presents a request for care days on the day before the care days are intended to be taken. However, as mentioned, employers shall have the right to turn down the request for operational reasons.

Specific guidelines for taking of care days should be agreed with the staff association or the company's joint consultations committee.

It shall be possible to agree locally that care days may be taken as half days or in terms of hours of leave.

In case a request for a care day is turned down with reference to the company's operations, and the employee disagrees with the reasons provided, the question may be discussed locally with the staff association. If this forum is unable to solve the issue, it may be brought before the organisations. If the organisations fail to reach agreement, the dispute may ultimately be submitted for decision before an arbitration tribunal, pursuant to the rules and procedures concerning industrial disputes.

c. Change of a care day agreed

When taking of a care day has been agreed, it may normally only be changed by mutual agreement between the employer and the employee. Neither the employer nor the employee may decide unilaterally that a care day can be taken at some other time. However, the employer may in special cases change a care day to be taken by agreement where this is done in accordance with the rules that apply to sudden cancellation/change of agreed holiday leave.

d. Illness on an agreed care day

If the employee becomes ill before the care day, so that the care day cannot be taken due to illness, the care day shall be postponed.

V Change of employment status in the course of the year

In this situation, the point of departure shall be that an employee in a position not under notice and who works every day shall be entitled to five care days as per 1 January.

This is maintained irrespective of change of employment status in the course of the year. If, for instance, an employee changes from full-time to part-time employment as per 30 June 1999, where the person also works every day and has already taken four care days prior to the transition, the employee shall be entitled to one care day during the remainder of the calendar year. The day must not be subject to any form of recalculation into hours. If, by contrast, the employee has taken only one care day prior to 30 June, the person shall be entitled to four care days during the remainder of the calendar year, irrespective of the shorter duration of the days.

The same principle shall apply to employees who do not work every day. If, for instance, an employee changes from full-time to part-time employment as per 30 June, where the person works every second day and has already taken three care days prior to the transition, the employee shall be entitled to two care day during the remainder of the calendar year. However, because the person works only every second day, the rules concerning recalculation, cf. Section III, item b, mean that the person shall be entitled to only one care day during the remainder of the calendar year.

Comment to VI - Cessation of employment

Concerning payment at cessation of employment, please refer to page 98.

VI Cessation of employment

When an employee leaves the company, a calculation must be performed to establish whether the employee has taken all the care days to which the person is entitled prior to leaving the company.

When the employee's last day falls after 1 January, the employee has always been entitled to one care day. In addition, entitlement to one care day accrues with every whole quarter of employment. This means that the following dates of cessation of employment qualify for the specified number of care days:

| | |
|--|-------------|
| before 31 March qualifies for | 1 care day |
| before 30 June qualifies for | 2 care days |
| before 30 September qualifies for | 3 care days |
| not later than 30 November qualifies for | 4 care days |
| after 30 November qualifies for | 5 care days |

If the employee has not taken all the days to which the person is entitled, compensation must be paid for the care days outstanding on the last day of employment, pursuant to the rules concerning payment at the time of cessation of employment, cf. Section VII, item b.

In case of cessation of employment that involves the employee's being made partially or entirely redundant during the notice period, the employer shall have the right to require that the remaining care days to which the employee is entitled shall be taken. This applies whether the redundancy springs from notice of termination from the employee, notice of termination from the employer or from a mutual agreement to terminate employment. This must be indicated to the employee at the time of redundancy.

VII Payment for care days not taken

If, at the end of the year, an employee has not taken all the care days to which the person is entitled, it has been determined that the remaining days shall be converted to pay.

a. End of year

The calculation of this pay shall be performed at the end of December. Disbursement shall take place in connection with payment of salary at the end of January and accrue to taxation, holiday allowance and holiday pay accruals for this year. As the disbursement must be considered a salary component, social security contributions must be deducted from the amount. The amount payable shall be calculated as a percentage of the annual salary.

The annual salary consists of the following remuneration components:

1. Paid out grade salary, that is, normal fixed basic salary.
2. Paid out fixed allowances, for instance functional allowance, specialist allowance, allowance for staggered working hours and allowance for phased withdrawal.
3. Pension contributions from the employer.

The annual salary does not include the following remuneration components:

1. Special holiday allowance or holiday pay.
2. Pay for overtime work or additional work.
3. Specially paid-out allowances, for instance for changes to working hours.

Pension shall not accrue to the amount paid out. As stated in the provisions, the maximum to be paid out for 1999 and following years amounts to 1.92 per cent of the annual salary including pension contributions.

The amount to be paid shall be calculated as follows:

The number of outstanding care days multiplied by the disbursement percentage rate (1.92) multiplied by the annual salary divided by five for an employee who works every day. For employees who do not work every day, the division factor shall be the number of care days after rounding off, where relevant, to which the employee is entitled during the calendar year.

The amount calculated shall be rounded to two decimals.

Example 1

An employee who works every day and who has taken only three care days in 1999. The employee receives an annual salary, including employer's pension contributions, of DKK 350,000. The employee must receive pay for two care days. The calculation looks as follows:

$$\frac{2 \times 1.92 \times 350,000}{5 \times 100} = \text{DKK } 2,688.$$

VII, b

If an employee leaves the company in the course of the year, the number of care days to which the employee is entitled shall be calculated according to these guidelines. If the employee has not withdrawn a number of hours from the hour bank that exceeds the number of care days in excess of the entitlement, the balance in the hour bank account shall be adjusted accordingly.

Example 1

An employee has been granted five care days on 1 January and resigns his/her position him/herself at the end of January. The employee has drawn a number of hours from the hour bank corresponding with one care day. The employer adjusts the balance in the hour bank account with the number of hours corresponding to four care days.

Example 2

An employee has been granted five care days on 1 January and resigns his/her position him/herself at the end of January. The employee has drawn a number of hours from the hour bank corresponding with three care days. The employer adjusts the balance in the hour bank account with the number of hours corresponding to two care days.

Example 3

An employee has been granted five care days on 1 January and resigns his/her position him/herself at the end of January. The employee has drawn a number of hours from the hour bank corresponding to all five care days. The employer makes no adjustment to the balance in the hour bank account.

Example 2

An employee who works four days per week and who has taken two care days in 1999. The employee is entitled to taking four care days in 1999. The employee receives an annual salary, including employer's pension contributions, of DKK 350,000. The employee must receive pay for two care days.

The calculation looks as follows:

$$\frac{2 \times 1.92 \times 350,000}{4 \times 100} = \text{DKK } 3,360.$$

b. Cessation of employment

Concerning employees who leave the company in the course of the year and have care days that must be paid, the calculation is performed as follows:

First calculate the number of days that have accrued to the employee up until the time when the person leaves the company, cf. Chapter V. Deduct from this figure the number of days already taken. The remaining days must be paid out. The amount is calculated as follows:

The number of remaining care days multiplied by the disbursement percentage rate (1.92) multiplied by the employee's expected annual salary, including fixed allowances and pension contributions, divided by 5.

The amount calculated shall be rounded to two decimals.

Example

An employee who works every day and who has taken one care day before leaving the company on 31 August. At this time, the employee has earned the right to three care days. For this reason, payment must be made for two care days. The employee's salary up to 31 August is DKK 230,000, including fixed allowances and pension contributions. This amount is to be recalculated to an annual salary figure by dividing by the number of number of months in employment of the year up to the 31 August, and then multiply the figure by 12. The calculation looks as follows:

$$\frac{2 \times 1.92 \times 230,000 \times 12}{5 \times 100 \times 8} = \text{DKK } 2,649.60$$

The amount shall be disbursed as soon as possible after the employee leaves the company.

VIII Closing

If there are any further questions concerning care days, please contact the FA at phone no. (+45) 33 91 47 00, and the DFL at phone no. (+45) 33 12 42 42.

CHAPTER 2

Agreement on pay, working hours and special conditions for employees up to and including the level of chief clerk and equal rank

Page

| | |
|---|-----|
| Section 1 Scope..... | 105 |
| Section 2 General salary increases..... | 107 |
| Section 3 General provisions concerning pay grade placement and seniority | 107 |
| Section 4 General provisions concerning provision of extraordinary salary increases..... | 109 |
| Section 5 Bonus allowances | 111 |
| Section 6 Trainee training/education (pay grade 1) | 113 |
| Section 7 Pay grade 5..... | 115 |
| Section 8 Pay grade 9..... | 115 |
| Section 9 Pay grade 21 | 117 |
| Section 10 Pay grade 31 | 117 |
| Section 11 Pay grade 32..... | 119 |
| Section 12 Pay grade 33..... | 121 |
| Section 13 Working hours | 123 |
| Section 14 Work on Saturdays..... | 127 |
| Section 15 Constitution Day (<i>Grundlovsdag</i>), Christmas Eve, New Year's Eve and Friday after Ascension Day | 129 |
| Section 16 Tele-concepts..... | 129 |
| Section 17 Flexitime agreements..... | 131 |
| Section 18 Provisions concerning overtime work..... | 133 |
| Section 19 Overtime work: time off in lieu of payment | 133 |
| Section 20 Overtime work: staggered working hours/shift work | 133 |
| Section 21 Overtime work: meal breaks..... | 133 |
| Section 22 On-call and standby duty..... | 135 |
| Section 23 Night period/night work/shift work | 137 |
| Section 24 Staggered working hours | 139 |

| | |
|---|-----|
| Section 25 Shift work | 141 |
| Section 26 Pay for working shifts and temporarily staggered working hours | 143 |
| Section 27 Pay for working permanently staggered working hours..... | 143 |
| Section 28 Allowance for phased withdrawal | 145 |
| Section 29 Job pay – nuisance bonus..... | 145 |
| Section 30 Hour bank..... | 145 |
| Section 31 Provisions concerning part-time employees..... | 147 |
| Section 32 Meetings..... | 149 |
| Section 33 Provisions concerning pension..... | 151 |
| Salary annex..... | 155 |

Remark to

Section 1, Subsection 1

Office work within the scope of this collective agreement shall normally be performed at the office premises of the employer. However, the employer and the staff association may make an agreement on exceptions to this rule, cf. the framework agreement concerning distance work.

Section 1, Subsection 2, c)

For groups of employees, mentioned under c), who are hired to perform insurance work *per se*, the organisations or employer and staff association shall determine special rules on pay and working hours that take into account the character of the work.

Section 1, Subsection 3

A job relevant to studies may be defined as, for instance, a law student employed for legal work, an actuary student employed to perform actuarial estimates, etc.

Agreement on pay, working hours and special conditions for employees up to and including the rank of chief clerk and equal rank

Section 1 Scope

Subsection 1. The agreement shall cover employees up to and including the rank of chief clerk and equal rank.

Subsection 2. The following shall be outside the scope of the agreement:

- a. employees working as underwriters
- b. employees working eight hours per week or less
- c. employees employed on a temporary basis or employed for a fixed term of one month or less.

Subsection 3. The following provisions shall apply to student interns, defined as employees enrolled in a degree programme at an institute of learning:

- a. student interns employed in a job relevant to studies shall not be covered by the agreement
- b. other students shall be covered by the agreement if they work an average of 15 hours per week, calculated over a period of the 13 weeks prior to the calculation. However, no training/education contribution shall be provided, and the student is not covered by the group life assurance scheme and the provisions of Chapter 1, Sections 6 to 9. The student may instead of care days receive 1.92 per cent of the wages paid out, and instead of pension contributions (where relevant) receive pension contributions paid out in the form of wages.

Subsection 4. The following shall apply to employees covered by the agreement and employed for a fixed term up to 12 months or as a substitute for a specific employee:

- a. instead of care days, cf. Chapter 1, Section 2, they may receive a disbursement of 1.92 per cent of their salary at the end of employment
- b. instead of pension contributions pursuant to Chapter 2, Section 33, they may receive pension contributions paid out in the form of salary during the period in which they were otherwise to have been admitted to the pension scheme.

Subsection 5. Employees mentioned in Subsection 1 are subject to the Danish Salaried Employees Act or enjoy a status similar to that of salaried employees.

Section 3, Subsection 1

Salary grades shall be of one year's duration.

Section 3, Subsection 2

Examples of pivot dates during the agreement period:

| Placement | Pivot date |
|------------------|------------|
| 1.1.12-31.3.12 | 1.1.2013 |
| 1.4.12-30.9.12 | 1.7.2013 |
| 1.10.12-31.12.12 | 1.1.2014 |

Section 2 General salary increases

Pay shall be adjusted using the general pay increase percentage rates agreed between the FA and the DFL, that is:

| | |
|-------------|--------------|
| 1 July 2012 | 1.0 per cent |
| 1 July 2013 | 1.0 per cent |

Other adjustments of rates, etc., will be introduced as per 1 July 2012.

Section 3 General provisions concerning salary grade placement and seniority

Subsection 1. Placement in and promotion to the individual pay grades shall be determined through an assessment of all the working tasks to be performed in a given job position, with reference to the criteria defining each individual pay grade.

The assessment should place the greatest emphasis on the type of work performed, as the degree of complexity of the most frequently performed working tasks are normally the decisive factor.

The assessment shall also include consideration of:

- general knowledge
- flexibility
- the performance of the work.

If the employee and the employer disagree on salary grade placement or promotion, the employer must, at the request of the employee, provide the reasons in writing.

Subsection 2. Any promotion by seniority – pivot date – shall become effective on 1 January or on 1 July, respectively, according to which date is closest to the anniversary of the placement.

Subsection 3. Promotion of an employee shall be effected by placing the person in the pay grade immediately above the employee's previous pay grade, including personal allowances.

However, promotion to pay grades 21, 32 and 33 must provide the employee with a salary increase of at least the same size as the difference between grade 1 and grade 2 in the new pay grade. For promotion to pay grade 31, however, the required increase shall be defined as the difference between grade 1 and grade 3.

Section 3, Subsection 5

The systematic assessment must encompass an assessment of the working tasks to be performed, as well as an assessment of the employee's personal aptitudes, including, for instance, work performance, independence, initiative, ability to cooperate and stability.

Section 4, Subsection 1

The salary shall be adjusted with application of the general pay increases agreed between the parties.

Extraordinary pay increases shall be applied to the calculation of pension contributions and overtime pay.

If the employer wants to withhold the extraordinary pay increase from an employee, the arguments provided for this must be reasonable and due notice must be given, corresponding to the employee's period of notice pursuant to the Danish Salaried Employees Act.

Employees covered by Section 9, Subsection 4, shall be placed at promotion to pay grade 31 in the grade immediately above.

Subsection 4. The provisions of Subsections 2 and 3 shall not apply to employees promoted from trainee grade and pay grade 5.

Subsection 5. For employees comprised by the trainee grade and pay grades 5 and 9, the pay shall be determined and adjusted according to a systematic assessment, the specific terms of which are to be agreed between the employer and the employee. This means that there must be a dialogue between the employee and the manager. The employee shall be informed of the assessment.

If the employee and the employer disagree on the pay determined, the employer must, at the request of the employee, provide the reasons for the pay determined in writing.

Disputes may be negotiated between the employer and the staff association and/or between the FA and the DFL.

If these negotiations fail to produce agreement, the matter may be brought before an arbitration tribunal, cf. Agreement on Rules for Settlement of Industrial Disputes.

Section 4 General provisions concerning provision of extraordinary pay increases

Subsection 1. Extraordinary pay increases for employees at pay grades 21, 31, 32 and 33, may be granted upon specific agreement between the employer and the employee. The pay increases are granted as extraordinary grade steps up to the final grade of the pay grade. The final grade may subsequently be raised.

If the employer turns down a request for an extraordinary pay increase, the employer must, at the request of the employee, provide the reasons in writing.

Subsection 2. The criteria for granting of extraordinary pay increases shall be linked to the work performance of the individual employee.

Section 4, Subsection 8

A special assignment for a limited term may, for instance, consist of project assignments, taking over working tasks from others, for instance where a superior takes maternity/parental leave (function of a higher position) or employees, who train other employees in a particular situation.

The assessment shall particularly emphasise consideration of:

- work performance
- independence
- initiative
- ability to cooperate
- stability.

Subsection 3. Determination of extraordinary pay increases, cf. Subsection 1, and the pay-rate variation in the individual pay grades, shall be based on a systematic assessment, cf. Subsection 2.

Subsection 4. When extraordinary pay increases are granted, the increase must amount to at least one grade and at final salary at least 2 per cent of the previous pay.

Subsection 5. The employer shall be obligated to inform the staff association of the employees that are granted extraordinary pay increases and the size of these pay increases.

Subsection 6. If the staff association finds that the criteria for granting of extraordinary pay increases have not been complied with, the staff association may require negotiations with the employer.

Subsection 7. The employer shall be entitled to limiting the total amount to be allocated for extraordinary pay increases.

Subsection 8. All pay grades may be granted a one -off fee for a limited-time special effort or a special assignment. The amount may be disbursed over several months, for the duration of the special effort/special assignment.

One-off fees shall not be pensionable or included in calculations of overtime pay rates.

Section 5 Bonus allowance

Subsection 1. For employees in functions that involve quantifiable working tasks, the employer and the staff association may make an agreement on rules for payment of bonus allowance.

Subsection 2. Bonus allowance shall be calculated once a year and be pensionable. Bonus allowance shall not be included in calculations of overtime pay rates.

Section 5, Subsection 4

This provision shall not amend the general rules that apply to termination of employees.

Section 6, Subsection 1

Trainees may not be ordered to take overtime work.

If a department/section is ordered to work overtime, it may be permitted for trainees to participate in this as a natural part of their daily work.

Section 6, Subsection 5

A general trainee shall be defined as an employee who is to receive training in the most commonly occurring job functions within policy, loss/claims and a third area, which may, for instance, be sales or administration.

Subsection 3. The employer shall set the targets to be met. This may be done in connection with, for instance, office or telephone selling, customer service, the number of service attendances of customers in connection with answering telephones, preparing offers, processing claims, processing policies, etc., and quality.

Subsection 4. The agreement concluded between the employer and the staff association may not involve assigning to an employee personal targets that may in themselves have consequences for the person's employment relationship if the personal targets are not met. The bonus allowance may be earned on a group basis where there is a commercial basis for such an arrangement. The agreement may not disregard the pay, working hours, etc., determined by the provisions of the collective agreement.

Disputes concerning the agreement may be brought before the parties to the collective agreement.

Section 6 Trainee training/education (pay grade 1)

Subsection 1. The trainee grade shall be a minimum pay grade, cf. Section 3, Subsection 5, and cover general trainees, cf. Subsection 5, and employees in special trainee training, cf. Subsection 6. The pay grade consists of three grades. Trainees who have not completed a commercial training programme or basic commercial programme (*HG*) shall start no lower than grade 1. Trainees who have completed higher commercial examination (*HHX*), upper secondary certificate (*studentereksamen*), or a corresponding programme, shall start no lower than grade 2.

Subsection 2. The grades have one-year duration. The first day of the month of commencement of employment shall be the pivot date.

Subsection 3. The training period takes between 1 year and 3 years.

Subsection 4. The training may assume one of two different forms: general trainee (cf. Subsection 5) or special trainee (cf. Subsection 6).

Subsection 5. The general trainee programme shall follow the applicable executive order current at any given time concerning the Finance Training Programme with specialisation in insurance or office training (for non-insurance trainees), respectively. This applies to both the practical training part and the theoretical study programme.

Subsection 6. The practical training of the special trainee programme must, in addition to the specialisation, include two different working areas for a total of not less than four months' duration. This requirement may be disregarded in special cases.

Employment in the trainee grade under the special trainee programme shall be subject to the requirement that the person's employment contract (employment certificate) specifies rules concerning the practical and theoretical nature of the programme, as well as its scope, duration and objective.

The theoretical part of the training programme may consist of basic courses and may take place at the Insurance Academy, at the individual company or as adult vocational training courses (*AMU-kurser*). The theoretical part of the training programme must include elements of general knowledge of insurance and have a duration of a minimum of six weeks, including the area in which the trainee is to specialise.

Section 8, Subsection 2

Typical job titles may include:

Janitor/caretaker, porter, furnace man, artisan, kitchen and canteen assistant.

Section 8, Subsection 3

Calculation of seniority shall include relevant work experience.

Subsection 7. Upon completion of the trainee programme, cf. the employment contract, both categories of employees shall be placed at pay grade 31, grade 3.

Subsection 8. If, cf. Subsection 5, a trainee wishes to take a re-test in one or more subjects according to the applicable guidelines on re-test current at the time, the trainee period may be extended with the period required to take the re-test, subject, however, to a maximum of three months. Extension of the trainee period shall be measured in whole months.

During this period, the trainee shall receive the pay of pay grade 21.

Subsection 9. As regards other trainees than those mentioned above, pay is fixed in the following manner:

- The first year, trainees are remunerated corresponding to pay grade 501 (first-year trainees)
- The second year, trainees are remunerated corresponding to pay grade 502 (second-year trainees)
- In any third year, trainees are remunerated corresponding to pay grade 502 (third-year trainees).

However, the pay must correspond at least to the pay fixed by collective agreement within the area of education/training; cf. the provisions of section 55(2) of the Danish Vocational Training Act. The enterprise may grant a personal allowance to ensure this.

Trainees may only be employed if the enterprise is approved to train the individual type of trainee.

If the enterprise employs the trainee after he or she has completed his or her traineeship, the trainee is placed in the pay grade relevant for the position.

Section 7 Pay grade 5

Subsection 1. The pay grade shall be a minimum pay grade, cf. Section 3, Subsection 5.

The pay grade covers employees under 18 years of age who are not employed in a trainee position, cf. Section 6.

Subsection 2. Grade 1 shall apply to employees up to 17 years of age. Grade 2 shall apply to employees who have turned 17. The promotion shall take place on the first day of the month during which the employee turns 17.

Subsection 3. Promotion to the second pay grade shall take place on the first day of the month during which the employee turns 18.

Section 8 Pay grade 9

Subsection 1. The pay grade shall be a minimum pay grade, cf. Section 3, Subsection 5.

The pay covers employees engaged in manual or technical working tasks that do not relate to insurance.

Special education/training shall not be a necessary requirement.

Subsection 2. Typical job titles may include:

Guard, security and transport functions, printing and publication functions, technical functions and kitchen/canteen function.

Subsection 3. Employees with less than two years' seniority may be paid entry-level pay (*indslusningsløn*, the pay rate applied to the integration of those who might not otherwise gain a foothold on the labour market).

Section 9, Subsection 1

The fulfilment of all criteria shall not be a necessary prerequisite for placement in the pay grade.

Section 9, Subsection 2

Typical job titles may include:

Assistant, office assistant, receptionist, telephone operator, office porter/messenger, security and service staff, warehouse assistant, driver and archivist.

The job titles mentioned are examples. The fulfilment of one of the areas may be a necessary prerequisite for placement in the pay grade.

Section 9, Subsection 3

Calculation of seniority shall include relevant work experience.

Section 9, Subsection 4

The allowance shall be adjusted applying the general pay increases. For part-time employees, the allowance shall be calculated in proportional measure.

Section 10, Subsection 1

The fulfilment of all criteria shall not be a necessary prerequisite for placement in the pay grade.

Section 9 Pay grade 21

Subsection 1. The pay grade shall be a framework pay grade, cf. however, Subsection 3.

The pay grade covers employees performing uncomplicated working tasks relating to insurance and administration that rarely call for judgment as the procedure is prescribed by fixed guidelines.

The pay grade shall not cover employees engaged in technical insurance tasks, cf. Section 10.

Please refer to Section 3, Subsection 1, for the general placement criteria.

Placement in this pay grade normally presupposes two to three years' relevant job experience supplemented with training/education relevant to the field.

Subsection 2. Typical working areas may include:

Servicing customers in relation to enquiries that solely involve handling of routine issues.

Routine registration and update functions.

Answering telephones.

Archives.

Subsection 3. Employees with less than two years' seniority may be paid entry-level pay (*indslusningsløn*, the pay rate applied to the integration of those who might not otherwise gain a foothold on the labour market).

Subsection 4. Employees who have been placed in pay grade 21, grade 6, for five years, shall receive an extraordinary pay increase of DKK 3,000 per year. After another three years, the salary increase shall be raised by DKK 3,000 per year.

Section 10 Pay grade 31

Subsection 1. The pay grade shall be a framework pay grade and covers:

1. Employees performing technical insurance tasks that may, within a defined framework, require independent assessment and decision.
2. Employees performing administrative tasks that involve the possibility for personal assessment within a defined framework.
3. Employees at local and shop offices performing administrative as well as technical insurance tasks that require independent decision and assessment within a defined framework.

Section 10, Subsection 2

Typical job titles may include:

Assistant, correspondent, secretary, sales staff, case handler/assistance staff.

The job titles mentioned are examples. The fulfilment of one of the areas may be a necessary prerequisite for placement in the pay grade.

Section 11, Subsection 1

The fulfilment of all criteria shall not be a necessary prerequisite for placement in the pay grade.

4. Employees performing technical assistance tasks that require independent decision and assessment within a defined framework.

Please refer to Section 3, Subsection 1, for the general placement criteria.

Placement in this pay grade normally presupposes completion of the general trainee training or two to three years' relevant job experience supplemented with training/education in the field up to Insurance Academy level 1-3 or corresponding training/education within trade and service.

Subsection 2. Typical working areas may include:

Customer service functions involving handling of routine issues and requiring knowledge of insurance, including sales of standard insurance cover.

Handling of policies of uniform complexity that may require independent assessment.

Handling of claims of uniform complexity that may require independent assessment/independent decision concerning, among other things, amounts of indemnity, etc.

General calculation work.

Independent correspondence tasks, including somewhat complex electronic text processing tasks.

Reception work and answering telephone calls, also encompassing regular secretarial functions requiring certain knowledge of language and performance of complex electronic text processing tasks.

Technical assistance tasks of uniform complexity that may require independent assessment/decision.

Section 11 Pay grade 32

Subsection 1. The pay grade shall be a framework pay grade and covers:

1. Employees performing technical insurance tasks that may have individual character and therefore require a higher degree of independent assessment.

120

Section 11, Subsection 2

Typical job titles may include:

Senior assistant, correspondent, secretary, sales staff, case handler/assistance staff.

The areas mentioned are examples. The fulfilment of one of the areas may be a necessary prerequisite for placement in the pay grade.

Section 12, Subsection 1

The fulfilment of all criteria shall not be a necessary prerequisite for placement in the pay grade.

120

2. Employees performing administrative tasks that involve a significant degree of independent decision, possibly with a supervisory function.
3. Employees at local and shop offices performing administrative as well as technical insurance tasks that have a significant degree of individual character and therefore require broad professional knowledge, which causes greater complexity and independence in the work performance.
4. Employees performing technical assistance tasks that may have individual character and therefore require a significant degree of independent decision and assessment, possibly with a supervisory function.

Please refer to Section 3, Subsection 1, for the general placement criteria.

Placement in this pay grade normally requires theoretical knowledge corresponding to Insurance Academy level 4-5 or relevant professional modules within other training/education programmes.

It furthermore normally requires three to five years' experience from the insurance industry.

Subsection 2. Typical working areas may include:

Customer service functions, including sale of insurance that requires extensive knowledge and independent assessment of individual needs.

Policy and claims handling involving a significant degree of independent assessment.

Qualified calculation work.

Independent correspondence in foreign languages.

Technical assistance tasks requiring extensive knowledge a significant degree of independent assessment.

Supervision of/structuring of the work of small units of approximately three to six employees.

Section 12 Pay grade 33

Subsection 1. The pay grade is a framework pay grade and covers:

Employees performing independent tasks of a very complicated nature that may involve supervisory or managerial functions. Tasks/assignments that require the choice of new approaches may furthermore occur.

Section 12, Subsection 2

Typical job titles may include:

Chief clerk, correspondent, secretary, sales staff, customer service staff.

The areas mentioned are examples. The fulfilment of one of the areas may be a necessary prerequisite for placement in the pay grade.

Section 12, Subsection 3

The allowance shall be adjusted with application of the general pay increases.

Section 13, Subsection 1

The principles for structuring of working hours shall be the handled by the joint consultations committee.

During the collective agreement period, the parties may open negotiations on adjustment of the provisions concerning working hours if the competitive situation warrants such a step.

Remarks to Section 13, Subsection 2, continue on the next page.

Please refer to Section 3, Subsection 1, for the general placement criteria.

Placement in this pay grade shall normally require theoretical knowledge corresponding to Insurance Academy level 5-6, business diploma or corresponding relevant professional training/education programmes.

Placement in this pay grade normally requires at least five years' job experience from the insurance industry.

Subsection 2. Typical working areas may include:

Claims handling, policy and case handling, as well as customer service, including sale of insurance that requires solving or advising on complicated working tasks.

Specialist work, for instance, designing and structuring new working areas, or working on areas that require specialist knowledge.

Generalist work requiring extensive professional knowledge with detailed familiarity with products and sales.

Independent planning, coordination and implementation of complicated insurance sales and/or sales activities.

Independent assignments in connection with very complicated technical assistance tasks, the solving of which requires selection of new approaches.

Management of groups of 5 to 10 employees, with responsibility for the work of the group.

Management of assistance teams, including responsibility for operations and preparing duty rosters.

Subsection 3. Employees in pay grade 33.04 with a DKK 9,000 allowance, cf. previous collective agreements, shall continue to receive this.

Section 13 Working hours

Subsection 1. Working hours shall be defined as the space of time during which the employee is at work and is available to the employer for performing the tasks for which the person is employed or tasks performed pursuant to national legislation and/or practice. The rest period is the space of time outside of working hours.

Subsection 2. Annual working hours

The annual effective working hours shall amount to 1,865.5 hours – optionally 1,924 hours – excluding lunch breaks and other possible time off duty.

Section 13, Subsection 2

“The concern” shall be defined as the companies covered by a collective agreement between the FA and the DFL.

The company/concern shall determine the working hours.

Any increase or reduction of the number of annual working hours must be introduced at not less than three months' notice.

Increasing the working hours from 1,865.5 to 1,924 shall produce a pay increase of 2.8 per cent, cf. the pay vouchers.

Special provisions, protocols, etc., concluded between the FFO, now the FA, and the DFL, as concerns the volume of working hours per year, shall be abolished.

A limited organisational unit shall be defined as a unit within the company that constitutes a unit with its own head in its daily work.

Example 1:

A company's finance department encompassing four employees with a chief accountant as head of department, and the company may determine the effective number of annual working hours as 1924 hours for this unit.

Example 2:

For a unit encompassing four teams each consisting of a team leader and three to four staff, the company may determine the effective number of annual working hours as 1924 hours for the unit but not for a single team.

Working hours may not be increased solely for one single employee, who does not constitute a unit. The definition of a organisational unit shall be discussed with the staff association before the employer determines the number of annual effective working hours at 1924. Disputes concerning this may be brought before the parties to the collective agreement.

Introduction of increased working hours as an experiment

The employer and the staff association may, irrespective of the requirement for 24 months between any increase or reduction of working hours, agree on the introduction of increased working hours as an experiment for a period of at least six months and not more than 12 months. This possibility of making an agreement may be used once for the affected parts of the employer.

The employees' entitlement to paid holidays follows the working hours applying at the time when holidays are taken. In the event that working hours are increased or reduced, the value of care days in the hour bank is increased or decreased proportionally for the year of allocation. Similarly, the value of days off for seniors in the hour bank is increased or decreased proportionately.

The number of annual effective working hours may be defined as 1924 within the company/concern or defined organisational units within it. The company may, at three months' notice, define the number of effective annual working hours as 1924 or reduce the number to 1865.5 again once every 24 months. When the number of annual working hours is raised to 1924, the salary shall be raised by 2.8 per cent, cf. the pay specification vouchers. If working hours are reduced from 1924 to 1865.5, the pay is reduced correspondingly. However, the employer and the staff association may agree on the introduction of increased working hours as an experiment for at least six month/not more than 12 months.

The placing of the annual working hours shall be agreed locally.

If the parties are unable to reach agreement, the working hours during the months of June, July and August shall be an average of 7 hours per day and an average of 7 hours and 14 minutes per day during the remaining nine months of the year (if normal working hours are 1,924: 7 hours, and 7 hours and 32 minutes, respectively).

Subsection 3. Working hours per week

The average working hours per week may not exceed 48 hours, including overtime work, over a 13-week period.

Subsection 4. Working hours per day

The employer shall place working hours between 07:00 AM and 6:00 PM Monday through Friday.

On one of the five first workdays of the week, the working hours outside the head office may be placed to extend to 7 PM. The placing on Fridays should, however, only be applied in special cases and, to the greatest extent possible, in agreement with the employees involved.

The length of the daily working hours shall be determined through agreement between the employer and the employee. The working hours must be at least five and no more than ten, excluding a 30-minute lunch break, to be taken according to the employer's directions.

Such agreements must be submitted to the staff association for approval. Where no approval is obtained, the company may bring the matter before the parties to the collective agreement.

If the employer and the employee are unable to reach agreement, the daily working hours shall be not less than 7 hours and not more than 8 hours.

If the employee is not allowed to leave the workplace during the person's lunch break, the lunch break shall be included in the working hours.

Subsection 5. Project work

For employees relieved from their ordinary daily duties in order to engage in project work, including on whole workdays, it may be agreed that the provisions of the collective agreement concerning working hours, overtime work, etc., may be deviated from, provided that an agreement is concluded prior to the start of the project concerning the duration of the project and remuneration beyond the fixed salary.

Section 13, Subsection 6

The parties agree that it shall be natural to discuss the provision generally in the joint consultations committee, and that the employer may subsequently make the employees aware of the possibility.

Section 14

It is the intention that work on Saturdays may take place no more frequently than every second Saturday. Over a four-week period the employer may only schedule work on two Saturdays per employee.

There is a possibility for establishing trial arrangements for a previously agreed period. Such trial arrangements shall expire at the end of the period without any further notice of expiry.

Four and a half hours' of working time on a Saturday with an addition of 100 per cent shall correspond to 9 hours. This time shall be applied when time off is allocated, as a main rule to be placed during the week subsequent to the Saturday on which the employee has worked. Any additional time may be accumulated for further time off in lieu of payment or remuneration pursuant to the rules concerning flexitime.

If the development of the project work makes it necessary, the parties must, on a running basis, make agreements on amendments to deadlines, remuneration, etc.

Such agreements must be submitted to the staff association.

Subsection 6. Agreed working hours

At the initiative of the employee, the employer and the employee may make an agreement on placing and length of daily working hours different from the working hours and placing provided in Subsection 4. Either party may terminate the agreement at four weeks' notice. The employer must subsequently submit the agreement to the staff association for approval. If the staff association has not presented its protest against the agreement within 14 days, the agreement shall be considered to be approved.

Flexitime agreements shall be structured so as to offer the individual employee this option for agreed working hours.

Section 14 Work on Saturdays

Employees who have direct contact with customers at customer centres, shops and service centres may work on Saturdays between 08:00 AM and 4:00 PM.

Working hours for the individual employee must be not less than 4.5 hours. Efforts must be made to ensure that the employee works only on every second Saturday, and that, as a main rule, manning with one single staff member is not established where this is not already the case.

It shall be ensured that the employee gets at least 8 days off over a four-week period, and that the average weekly working hours over a four-week period may not exceed 1/52 of the employee's normal hours per year. As a main rule, the day off shall be placed, instead of on a Saturday, during the week subsequent to the Saturday on which the employee has worked.

The employer and the employee shall make an agreement on the placing of working hours on Saturdays. The agreement shall be subject to approval by the staff association. The employer may bring non-approval before the parties to the collective agreement. Agreements on work on Saturdays may be terminated at six months' notice.

Working hours on Saturdays shall be paid with an addition of 100 per cent of the hourly rate.

In case of illness, holidays, etc., the normal allowance shall be paid.

Placing of the working hours must be agreed with the individual employee, so that the placing of the working hours is known not less than four weeks in advance. If, within this period, the parties agree on a change of the placing of the working hours, the employee shall receive an additional allowance of 50 per cent of the hourly rate for the working hours outside the working hours previously planned. If the change of placing of working hours agreed involves work on planned days off, the employee shall instead receive an additional allowance of 66 2/3 per cent of the hourly rate.

Job positions involving work on Saturdays shall first be announced internally. The positions shall be filled upon application.

Section 16

Personal servicing of customers in a tele-concept may only take place during the company's normal office hours for personal servicing of customers.

Ordinary claims handling on the basis of a notice of claim submitted previously may not be performed under a tele-concept; it must be processed by the company's ordinary claims departments.

Section 15 Constitution Day (*Grundlovsdag*), Christmas Eve, New Year's Eve and Friday after Ascension Day

Constitution Day (*Grundlovsdag*), Christmas Eve, New Year's Eve and Friday after Ascension Day shall be entire days off work.

Section 16 Tele-concepts

Subsection 1. Definition

Tele-concept shall be defined as a unit within the organisation established solely for the purpose of providing sales, claims handling, as well as follow-up, service and advice in connection with this through electronic means of communication, including, for instance, telephone, telefax, e-mail and the Internet. This shall not apply to the units of the organisation established solely for the purpose of serving as security guard/alarm centre.

The collective agreement shall apply to employees employed under a tele-concept, however, with the following extensions and modifications:

Subsection 2. Daily working hours

Instead of Section 13, Subsection 4, on daily working hours, the following shall apply:

Working hours may be placed on all days of the week between 08:00 AM and 10:00 PM.

The effective daily working hours may vary between 5 and 12 hours. The length of the daily working hours shall be determined by agreement between the employer and the employee. Such agreements shall be subject to approval by the staff association. When approval is not communicated, the company may bring the matter before the parties to the collective agreement.

It shall be ensured that the employee should get at least eight days off over a four-week period, and that the average weekly working hours over a four-week period may not exceed 1/52 of the employee's normal hours per year. Deviation from this provision and conclusion of a flexitime agreement must be agreed locally with the staff association.

If the employee is not allowed to leave the workplace during the person's lunch break, the lunch break shall be included in the working hours.

Section 17, Subsection 1

The parties agree that flexitime agreements should be concluded if the employer or the employees so wish it.

Section 17, Subsections 2 and 3

Until the hour bank has been established, the rule that remains in force shall be that if matters relating to the work cause the maximum hours specified in the flexitime agreement to be exceeded, the excess number of hours must be taken as time off in lieu of payment in the course of the subsequent quarter. Where possible, the time off must be given as entire consecutive days. If time off in lieu of payment is not a possible option, the employee shall receive compensation in the form of the hourly rate plus an additional 50 per cent.

Section 17, Subsection 3

The parties to the collective agreement recommend that, to the greatest extent possible, such flexitime agreements shall be made that may, for instance, enable a life assurance department to extend its daily working hours (or flexitime hours) during the January quarter against the provision of time off in lieu of payment during the April quarter.

Subsection 3. Payment for work at special hours between 08:00 AM and 10:00 PM.

For working hours on one of the first five workdays of the week placed between 6:00 PM and 10:00 PM, the employee shall receive payment of an additional allowance of 45 per cent of the hourly rate. For working hours on Saturdays, Sundays and public holidays and holidays provided for in the collective agreement between 08:00 AM and 10:00 PM, the employee shall receive payment of an additional allowance of 100 per cent of the hourly rate. For public holidays and holidays provided for in the collective agreement, leave is also granted to replace the free time.

In case of illness, holidays, etc., the normal allowance shall be paid.

The allowance may be provided in the shape of reduced working hours.

Subsection 4. Work outside the hours between 08:00 AM and 10:00 PM

If there is a need for placing working hours outside the hours above, it must be agreed with the staff association. For working hours outside the hours above, employees shall receive an additional allowance of 75 per cent.

Subsection 5. Placing of the working hours

Placing of the working hours must be agreed with the individual employee, so that the placing of the working hours is known not less than four weeks in advance. If, within this period, the parties agree on a change of the placing of the working hours, the employee shall receive an additional allowance of 50 per cent of the hourly rate for the working hours outside the working hours previously planned.

If the change of placing of working hours agreed involves work on planned days off, the employee shall instead receive an additional allowance of 66 2/3 per cent of the hourly rate.

Subsection 6. Job positions under a tele-concept

Job positions under a tele-concept shall first be announced internally. The positions shall be filled upon application. Employees already working under a tele-concept may, upon their own acceptance stated in writing, transfer to the new employment conditions.

Section 17 Flexitime agreements

Subsection 1. Local agreements may be concluded concerning flexitime for one or more employee groups.

Subsection 2. Hours accrued under flexitime shall be deposited in the employee's account in the hour bank, cf. Section 30.

Subsection 3. For employees with seasonally determined workloads, for instance employees in life assurance or financial accounts departments, special flexitime agreements may be made to enable response to special workload peaks. The flexitime thus accrued may be taken as time off in lieu of payment in the course of the subsequent quarter, also as whole days. If such time off in lieu of payment cannot be taken within the subsequent quarter, the employee shall receive payment/time off in lieu of payment, cf. Section 30.

Section 18, Subsection 1

Systematic overtime work for the individual employee may not take place. Thus, no working day may start with overtime work.

If, for instance, an employee is ordered to meet at work at 6 AM, the employer shall pay an allowance for staggered working hours from 6 AM to 7 AM. If the employee is subsequently ordered to work beyond the person's normal working hours, the employer shall pay the relevant overtime pay.

If, for instance, an employee chooses to meet at work at 7 AM through the person's flexitime arrangement, and the employee is ordered to work until 8 PM, the employer shall pay the relevant overtime pay from 2:30 PM when the normal working hours amount to 7.5 hours, including lunch break.

Overtime work should be limited to the greatest extent possible. Principles for limitation of overtime work shall be discussed in the company's joint consultations committee on the basis of the overtime work recorded since the previous meeting of the joint consultations committee.

Section 19, Subsection 1

When an employee, at the wish of the employer, is to take time off in lieu of payment as compensation for overtime work, the employee must be notified of this leave at early notice.

Separate agreement concerning overtime pay and regular on-call duty may be made for:

- a. Employees engaged in scheduled guard duty.
- b. Functions in connection with processing of mail.

However, the parties must receive such agreements for information. If one of the parties subsequently finds an agreement unreasonable, the party may request to have the matter referred to negotiations.

Section 19, Subsection 3

It will be natural for the employer to discuss concrete local concerns with the local union representative, while general concerns shall be discussed with the staff association.

Section 19, Subsection 5

If the employer cancels planned time off in lieu of payment, the employee must receive reasonably early notice, depending on the amount/duration of leave of absence planned.

Subsection 4. Flexitime agreements shall be structured so as to offer the individual employee the possibility for agreed working hours, cf. Section 13, Subsection 6.

Section 18 Provisions concerning overtime work

Subsection 1. An ordered extension of working hours beyond the determined daily working hours shall constitute overtime work.

Subsection 2. Overtime work may thus take place only subsequent to the completion of the normal daily working hours. Overtime work must be announced at the end of normal working hours on the previous day at the latest. Exceptions may be made only in the event of unexpected situations that could not reasonably be planned.

Section 19 Overtime work: time off in lieu of payment

Subsection 1. Overtime work must, as a main rule, be compensated in the form of time off in lieu of payment. The calculation shall include half hours begun.

Subsection 2. For each hour of overtime work, the following compensation shall be provided:

- a) One and a half hours' (90 minutes') time off for the first three hours of overtime work per day as extension of normal working hours from Monday through Friday.
- b) Two hours' (120 minutes') time off for other and subsequent hours of overtime work and additional work performed between the hours of 12 midnight and 6 AM and on Saturday, Sunday and holidays.

Subsection 3. If the employee wants a break between normal working hours and overtime work, time off shall be provided pursuant to a). If the employer wants a break between normal working hours and overtime work, time off shall be provided pursuant to b).

Subsection 4. If overtime work ordered is cancelled later than 4 PM on the day before the planned performance of the overtime work, compensation shall be provided corresponding to three hours' time off in lieu of payment/pay.

Subsection 5. Hours pursuant to subsections 1 to 4 shall be deposited in the employee's account in the hour bank, cf. Section 30.

Section 20 Overtime work in connection with staggered hours/shifts

Subsection 1. Overtime work in connection with staggered hours/shifts shall be compensated according to the provisions of Section 19.

Subsection 2. The overtime work additional allowance after shift work may, however, not be less than the allowance of the last working hour of the shift prior to the overtime work.

Section 20 Lunch breaks in connection with overtime work

Subsection 1. In connection with overtime work after 7 PM, the employee shall have a 30-minute lunch break.

Section 21 Subsection 4

Example: an employee whose normal working hours are 8:30 AM to 4 PM, including the lunch break, is ordered, without prior notification, to perform overtime work from 4 PM to 9 PM. If the employee takes the lunch break between 12:30 PM and 1 PM, the earliest dinner break may be taken by 7 PM (six hours after the lunch break) and the employee in question must work until 9 PM (eight hours after the lunch break) in order to obtain reimbursement for the costs for the evening meal.

Example: an employee works on a Saturday from 9 AM (compensation similar to overtime work compensation). There is a lunch break from 12:30 PM to 1 PM (the company provides food/refunds a maximum of DKK 270/281/291). There is a meal break at 7:30 PM. In this case, it is a condition for receiving a refund of costs for the evening meal that, after the meal break, the work continues until 9 PM (eight hours after 1 PM).

Section 21 Subsection 5

This means that the employer shall provide the luncheon meal or compensate up to a maximum of DKK 297/300. Concerning the evening meal, where relevant, the provisions of subsection 4 shall apply.

Section 22, Subsection 1

Separate agreement concerning overtime pay and regular on-call duty may be concluded for:

- a. Employees handling scheduled guard duties.
- b. Functions relating to mail processing.

However, the parties must receive such agreements for information. If one of the parties subsequently finds an agreement unreasonable, the party may request to have the matter referred to negotiations.

Section 22, Subsections 1 and 2

Time is calculated on the basis of half hours or parts of half hours.

Subsection 2. This meal break, as well as meal breaks in connection with weekend work, shall be included in the working hours if the employee is not allowed to leave the work place.

Subsection 3. In case of overtime work without due prior notice (notice less than 24 hours in advance) after 7 PM on workdays or in connection with overtime work on Saturdays and on Sundays and public holidays, the company shall provide meals, or, alternatively, refund the costs for meals upon submission of a receipt. However, the maximum refund shall be DKK 297 as per 1 July 2012 and DKK 300 as per 1 July 2013.

Subsection 4. The rule concerning refund of costs for meals shall apply to subsequent meals only not less than six hours after a the meal break held and only subject to the condition that the overtime work extends for at least eight hours after the first meal.

Subsection 5. Part-time employees who do not normally take a lunch break and who are ordered to take additional work beyond the normal lunch time shall, in addition to being entitled to taking a lunch break, also be entitled to a meal or refund of the costs for a meal, cf. above.

Section 22 On-call and standby duty

Subsection 1. When an employee is contacted, or if the employee is called in to appear at the workplace where no on-call duty has been agreed, the working hours shall be compensated as hourly pay rate plus 150 per cent.

In addition to this, the employee shall receive a one-off sum per contact amounting to 45 per cent of the hourly rate applying between the hours of 6.01 AM and 10 PM, and 66 2/3 per cent of the hourly rate applying between the hours of 10:01 PM and 6 AM. The one-off sum applicable from Saturdays at 6.01 AM until Monday at 6 AM shall be 75 per cent of the hourly rate per contact; however, multiple contacts within the same 30-minute period from the first contact shall only be compensated with one one-off sum.

If, however, the employee is called in to appear at the workplace, the compensation must amount to not less than three hours.

Subsection 2. For agreed on-call duty, for which the employee must be available within reasonable notice, the compensation paid shall amount to 37.5 per cent of the hourly rate. For on-call duty hours placed between Saturdays at 6 AM until Monday at 6 AM and on public holidays, compensation to be paid shall be 75 per cent of the hourly rate. Working hours shall be compensated as hourly pay rate plus 150 per cent.

Subsection 3. In case the employee is called in to appear at the workplace, cf. Subsections 1 and 2, transport time shall counts as working hours. The working hours shall be compensated as hourly pay rate plus 150 per cent. Any transport costs, where relevant, shall be paid by the company.

Subsection 4. The individual employee may not be ordered to take on-call duty more than 45 per year, and the on-call duty must be announced at a notice of not less than 24 hours prior to the commencement. Ordered on-call duty may extend for no more than a maximum of 12 hours.

Section 22, Subsection 6

According to the Holidays with Pay Act, an employer may only change planned holidays:

- In cases involving significant operational concerns.
- In cases where the employer had no way to foresee the situation
- The change must be necessary in relation to the employee whose holidays are changed
- The employee's financial losses must be compensated

Significant operational concerns unforeseeable to the employer must have the character of *force majeure*-like situations. Such extreme situations may include, for instance, torrential rainfall.

Subsection 5.

- a. If an employee has been contacted or has worked during the rest period, cf. the Working Environment Act provisions concerning rest periods and rest days, the time when the employee is to come in for work shall be postponed. If the time of coming in for work is postponed, there shall be a reduction of working hours, that is, without any deduction of pay/hours.

If the employee does not come in to work the next day, the time from the hour at which the employee was supposed to have appeared for work shall be considered free time, cf. the Working Environment Act provisions concerning rest periods and rest days, and shall be treated accordingly.

- b. In case of interruption of the rest period after 6 AM, the employee shall come in for work in accordance with the normal rules.
- c. The rule concerning compensation for pay/hours shall not apply if the employee is contacted earlier than three hours after the end of working hours or between 6 PM and 12 midnight on workdays, and it is only one single contact lasting for up to one hour.

Subsection 6. Prior to the holidays, the employer and the employee may agree that the employee may be contacted in extreme situations concerning the possibility of coming in to work even though the holidays have started. The employee may reject such an agreement without any legal effect on the employment relationship. If the holidays are entirely or partially interrupted, compensation holidays shall be granted for the number of days off involved. The compensation holidays must, as far as possible, as an extension of the planned holidays. Any financial loss that the employee may have incurred in connection with the interruption of holidays shall be indemnified pursuant to the provisions of the Holidays with Pay Act.

Section 24 Night period/night work/shift work

Subsection 1. The night period covers the time between the hours of 10 PM and 6 AM.

Night workers are employees who normally perform at least three hours of their daily working hours during the night period or perform night work for not less than 300 hours within a period of 12 months.

Subsection 2. The employer must offer night workers medical health examination free of charge before they begin working at night, and subsequently at least once every year. Medical health examination shall be performed by the employee's own medical practitioner or at an industrial medicine clinic chosen by the employer.

If a night worker has health problems that may be demonstrated to be caused by working at night, the employer must transfer the employee to day work for which the person is suited when it is possible.

Section 24, Subsection 1

Temporarily staggered hours shall be defined as a staggering of working hours for a period of less than four months.

Typical working areas in which staggered hours are used may include mail and guard functions in the company.

Section 24, Subsection 2

Permanently staggered hours shall be defined as an agreement concerning permanent/regular staggering of working hours. For instance: employee A works from 8 AM to 4 PM, employee B from 12 lunchtime until 8 PM. Employee B works permanently staggered working hours.

Employees who were paid a fixed allowance for working staggered hours prior to 1 April 1987 shall retain the entitlement to receiving this allowance.

Subsection 3. Companies that make regular use of night work must inform the competent authorities of this fact upon request.

Subsection 4. The employer must ensure a level of protection of safety and health for night workers that corresponds to the type of work performed. To this end, the employer must provide suitable protection and prevention services and facilities for the safety of night workers and shift workers similar to those that apply to other employees, and which are available at any given time.

Subsection 5. If the employer intends to schedule the work according to a specific rhythm, the employer must consider the general principle that the work must be adapted to humans, especially with regard to alleviating the impact of monotonous work and work in a steady rhythm and, according to the type of work, to demands for safety and health, especially as concerns breaks during the working hours.

Section 24 Staggered working hours

Subsection 1. The employer may temporarily stagger the defined daily working hours, cf. Section 13, if special work-related matters make this necessary for a limited time.

The employee may subsequently submit such staggering of working hours to the staff association.

If the staff association is of the opinion that the above-mentioned work-related urgency is not present, the matter may, where agreement cannot be reached locally, be submitted to the parties to the collective agreement.

Subsection 2. For job positions in which the daily job performance requires staggering of the daily working hours, cf. Section 13, the work may be organised as permanently staggered hours.

For work organised as permanently staggered hours, not less than 50 per cent of the working hours shall be placed in accordance with Section 13 (that is, between the hours of 7 AM and 6 PM).

Work organised as permanently staggered hours must be agreed with the staff association. Absence of agreement may be brought before the parties to the collective agreement.

For special job categories, for instance security guards employed for permanent night duty, the requirement that not less than 50 per cent of the working hours must be placed between the hours of 7 AM and 6 PM shall not apply.

Subsection 3. Calculation of the time for which pay accrues shall include meal breaks, where relevant (including a lunch break), if the employee is not allowed to leave the work place.

Section 24, Subsection 6

This is a nuisance bonus, for which no overtime pay shall be provided.

Section 25

Council Directive 93/104/EC of 23 November 1993 concerning certain aspects of the organisation of working time defines shift work as “any method of organising work in shifts whereby workers succeed each other at the same work stations according to a certain pattern, including a rotating pattern, and which may be continuous or discontinuous, entailing the need for workers to work at different times over a given period of days or weeks.”

Shift workers are employees who work in shifts.

Typical working areas for shift work may be security guard and alarm centres.

Section 26, Subsection 1

Employee A works from 8 AM to 4 PM, employee B from 12 AM to 8 PM. The duty shifts alternate every second week. This is shift work.

Any agreement on operation in shifts must be submitted to the staff association for prior information.

Section 26, Subsection 6

This is a nuisance bonus, for which no overtime pay shall be provided.

The calculation shall include half hours begun.

Subsection 4. For work organised as permanently staggered hours, the working hours may be reduced by local agreement if the allowance for the hours counting as staggered time is offset by an amount corresponding to the reduction of working hours.

Subsection 5. If staggering of the working hours is interrupted by holidays or a period of sick leave, the allowance shall be calculated on the basis of the working hours, cf. however Subsection 6.

Subsection 6. An employee who has received an allowance for staggered hours on a regular basis extending for not less than four months shall receive the allowance during absence caused by holidays, illness, pregnancy and childbirth, as well as absence caused by recall for military service.

Subsection 7. For agreed/announced staggered work, the allowances may be converted to an average allowance to be added to the monthly salary. The calculation shall be based on fractions of hours. A wish for conversion should be granted unless special conditions apply.

Section 25 Shift work

Subsection 1. Shift work shall mean any method of organising working hours in multiple shifts according to a previously determined schedule.

Subsection 2. Calculation of the time for which pay accrues shall include meal breaks, where relevant (including a lunch break), if the employee is not allowed to leave the work place.

The calculation shall include half hours begun.

Subsection 3. Operation of shift work on a regular basis shall cause a reduction of the working hours by 60 minutes of the shifts that are placed entirely or partially after 9 PM and before 6 AM.

Subsection 4. For shift work operated on a regular basis, the allowances may be converted to an average allowance to be added to the monthly salary. The calculation shall be based on fractions of hours.

A wish for conversion should be granted unless special conditions apply

Subsection 5. If operation in shift work is interrupted by holidays or a period of sick leave, the allowance shall be calculated on the basis of the actual working hours, cf. however Subsection 6.

Subsection 6. An employee who has received an allowance for shift work on a regular basis extending for not less than four months shall receive the allowance during absence caused by holidays, illness, pregnancy and childbirth, as well as absence caused by recall for military service.

Section 27 Pay for working shifts and temporarily staggered working hours

Subsection 1. Monday 7 AM to Saturday 7 AM.

- a. Between 7 AM and 6 PM, no additional allowance provided.
- b. From 6 PM to 10 PM: normal hourly rate with an additional allowance of 45 per cent.
- c. From 10 PM to 7 AM: normal hourly rate with an additional allowance of 75 per cent.

Subsection 2. Saturday 7 AM to Monday 7 AM: normal hourly rate with an additional allowance of 100 per cent.

Subsection 3. For public holidays from 7 AM until 7 AM on the following day, employees shall be paid the normal hourly rate plus an additional allowance of 100 per cent, and be granted leave to replace the free time. The employee may require the leave to replace the free time as time off in lieu of payment. However, the employer may, upon dialogue with the employee and the staff association or the local union representative, disallow leave to replace the free time if special concerns relating to duty, practical issues or similar warrant it.

Subsection 4. Constitution Day (*Grundlovsdag*), Christmas Eve, New Year's Eve and Friday after Ascension Day shall be entire days off. If an employee in shift work operation works on Constitution Day (*Grundlovsdag*), Christmas Eve, New Year's Eve, where these do not fall on a Saturday or Sunday, and Friday after Ascension Day, the employee shall be granted corresponding leave as compensation and an additional allowance of 100 per cent of the hourly pay rate.

Subsection 5. If, in special cases, the employer orders a change of the rotation schedule for the individual employee at less than four weeks' notice, the amount payable shall be DKK 634 as per 1 July 2012 and DKK 640 as per 1 July 2013. If the removal of the employee back to the original rotation schedule is announced at the same time, or if the change is caused by unforeseeable events, including, for instance, illness, the amount shall also cover the reverse removal.

Section 27 Pay for working permanently staggered working hours

Subsection 1. Monday 7 AM to Saturday 7 AM.

- a. Between 7 AM and 6 PM: no nuisance bonus shall be provided.
- b. From 6 PM to 10 PM: normal hourly rate with an additional allowance of 45 per cent.
- c. From 10 PM to 7 AM: normal hourly rate with an additional allowance of 75 per cent.

Subsection 2. Saturday 7 AM to Monday 7 AM: normal hourly rate with an additional allowance of 100 per cent.

Section 29

Job pay may be agreed for both short-term and extended/long-term periods and projects.

Section 28 Allowance for phased withdrawal

Subsection 1. Employees who have worked in shift operation or permanently staggered hours for more than two years, and who have their working hours rescheduled to ordinary working hours at the employer's initiative, who transfer to other work in the company or who undergo these changes for health reasons documented by a medical practitioner, shall receive the allowance received over the past 12 months in compensation of shift work/staggered working hours as 2/3 of the allowance for the first six months and 1/3 of the allowance for the next six months.

Subsection 2. If changes to the scheduling of the work cause a reduction of the allowance by more than DKK 1,000 per month, the allowance shall be reduced by DKK 500 immediately, and by the remaining amount after six months.

Section 30 Job pay – nuisance bonus

An employer and the staff association may conclude local agreements on job pay for employees whose work arrangements involve staggered hours, shift work, on-call duty and stand-by duty.

All the provisions of Chapter 2, Sections 20, 22, 24, 25, 26 and 27 concerning rates, etc., for these operating arrangements may be incorporated into a local agreement concerning this.

Section 30 Hour bank

Subsection 1. The hour bank is a statement of an employee's hours in credit. An account must be kept for each employee. The individual employee must have access to information on the credit balance in the hour bank account.

Subsection 2. The system must state the types of deposit and withdrawal that have been credited or debited in the employee's account.

Subsection 3. The following units must be deposited in the hour bank:

- Flexitime hours
- Care days
- Days off: seniors
- Additional work
- Overtime work

It may locally be agreed that work on Saturdays and work under a tele-concept may be deposited in the hour bank.

Subsection 4. The maximum balance of an hour bank account shall be 300 hours. This limit may be changed subject to individual agreement if special concerns warrant such an agreement. Such an agreement must state the desired deposit in terms of hours, the purpose of the hours saved and the time for the hours to be withdrawn. Such an agreement shall be subject to approval by the staff association, which must respond to requests for opinion on an agreement within 14 days.

Section 30, Subsection 7

- In cases involving significant operational concerns.
- In cases where the employer had no way to foresee the situation
- The change must be necessary in relation to the employee whose holidays are changed
- The employee's financial losses must be compensated

Significant operational concerns unforeseeable to the employer must have the character of *force majeure*-like situations. Such extreme situations may include, for instance, torrential rainfall.

Section 31, Subsection 1

Annual working hours in the company shall be 1865.5 hours. If the employee is to work 20 hours per week, 52 weeks correspond to annual working hours of 1040 hours, which corresponds to a percentage of working hours of 55.75.

Subsection 5. The employee may choose between withdrawing the credit balance in the form of pay or time off in lieu of payment, reduced working hours or leave. Payment shall be made at the end of a month, as the hours are to be paid as in the form of hourly pay at the time of disbursement. Pay shall be settled at the current hourly pay rate including pension. Hours withdrawn from the hour bank shall not be included in the calculation of the pension percentage rate pursuant to Chapter 2, Section 33, subsection 3 and Chapter 3, Section 24, subsection 3.

Subsection 6. The employer may order the employee to conclude an agreement on reducing the hours in the hour bank account when the credit balance exceeds 200 hours. The employer cannot order the employee to reduce the credit balance to less than 150 hours.

The employer's option of deciding that hours in the hour bank must be paid out shall be an exception. If the employer decides that the hours are to be paid out or the balance exceeds 300 hours without prior individual agreement pursuant to subsection 4, the sum to be paid shall be current hourly pay rate including pension with an additional 50 per cent allowance. Hours withdrawn from the hour bank shall not be included in the calculation of the pension percentage rate pursuant to Chapter 2, Section 33, subsection 3 and Chapter 3, Section 24, subsection 3.

Subsection 7. Taking up to a total of nine days shall be agreed locally and with due consideration to the operation of the employer in the shape of care days, cf. the relevant guidelines. Taking of 10 days or more shall be taken at not less than two months' prior notice. The employer may turn down or cancel such announced absence pursuant to the provisions of the Holidays with Pay Act concerning cancellation of holidays.

Subsection 8. Employees in positions subject to notice of termination may not accrue additional hours in the hour bank and any previous credit balance must be withdrawn as far as circumstances allow. If this is not possible, the balance at the time of cessation of employment shall be paid out at the current hourly pay rate including pension. At the employee's initiative, the employer and the employee may agree that the balance in the hour bank account is withdrawn in whole or in part in any period in which the employee is released from work. In connection with notice of termination, the employer shall specify the extent to which leave of absence from the hour bank balance paid out has accrued more than three months prior to the time of cessation of employment.

Section 31 Provisions concerning part-time employees

Subsection 1. Part-time employees must be employed on the basis of a percentage of the normal working hours, and the salary shall be calculated in proportion to the employee's annual salary.

Subsection 2. Where working hours are six hours or more, the employee must be ensured the right to a break.

Subsection 3. It may only be agreed as an exception that part-time employees should perform additional or overtime work.

Section 31, Subsection 7

If participation in courses /meetings is a requirement for performing the work, the employee shall be obligated to participate.

Section 31, Subsection 8

The entitlement to part-time employment for up to one year shall not apply to employees who are already working a reduced number of hours.

Subsection 4. Additional work not announced by the end of normal working hours on the previous day shall be compensated as overtime work in accordance with the rules in Chapter 2, Section 19.

Subsection 5. For additional work performed on Monday through Friday within normal daily working hours as daytime work, cf. Chapter 2, Section 13, no allowance shall be provided in addition to the normal hourly rate.

If the employee's day off falls on a holiday provided for by the collective agreement – Monday to Friday – corresponding leave shall be granted as compensation.

The hours shall be deposited in the hour bank.

Subsection 6. If a part-time employee performs additional work, the employer shall provide a holiday pay of 7 per cent of the pay for the additional work. The holiday pay shall be disbursed together with the special holiday allowance in the subsequent year.

Subsection 7. A part-time employee participating in courses/meetings shall receive the same payment as a full-time employee participating in courses/meetings on corresponding terms.

Subsection 8. An employee who has three years' seniority shall be entitled to transferring to part-time employment for a period of up to one year during the period of his or her employment. The part-time employment shall consist of not less than 50 per cent of full-time employment. As a matter of principle, the part-time employment may not reduce the employee's opportunities for development in the company. Transition to part-time employment must be granted within three months.

The employer may solely turn down a request for transfer to part-time employment where the employer can demonstrate special operational problems arising as a consequence of the part-time employment. This shall mean operational units which, due to their modest size or geographical location, would be especially affected if the employee transfers to part-time employment.

If a request for part-time employment is turned down, the staff association may demand negotiation with the employer.

Subsection 9. The parties recommend to the employers to accommodate requests for part-time employment unless special concerns relating to service, practical issues or similar make it inexpedient. The extent of the part-time employment must amount to not less than eight hours per week. Part-time employment must, in principle, not impair the employee's possibilities for development in the company.

Section 32 Meetings

'Meetings' shall refer to the professional part of after-closing-time-meetings, departmental meetings, information meetings and annual meetings.

Meetings at which attendance is voluntary shall not qualify for compensation for additional time, and no compensation shall be provided for any increased transport time.

Meetings at which attendance is compulsory qualify for compensation for extra time pursuant to the provisions of the collective agreement concerning working hours.

For increased transport time, compensation shall be provided for additional time by 1:1.

Prior to the meeting, it must always be communicated to the employee whether attendance of the meeting is voluntary or compulsory.

Section 33 Provisions concerning pension

Subsection 1. Employees who have attained the age of 18, and who have three months' seniority in the insurance industry within the past ten years, shall be admitted to a pension scheme set up pursuant to special agreement between the FA and Forsikringsforbundet from the first day of the month after these conditions have been fulfilled.

Subsection 2. For employees who have attained the age of 18, the employer shall pay, from 1 July 2014:

| | |
|----------------------|----------------|
| Pay grade 33 | 16 per cent |
| Pay grade 32 | 14.5 per cent |
| Pay grades 21 and 31 | 13.5 per cent. |

If the salary in pay grade 31 is above grade 5, the contribution shall be 14.5 per cent, and if the salary in pay grade 32 is above grade 4, the pension contribution shall be 16 per cent.

Other pay grades as per 1 July 2014:

- a. If the salary is above pay grade 32, grade 4, the contribution shall be 16 per cent.
- b. If the salary is above pay grade 31, grade 5, but less than or equal to 'a', the contribution shall be 14.5 per cent.
- c. If the salary is equal to or less than the salary grade/grade stated in 'b', the contribution shall be 13.5 per cent.

For part-time employees, the salary must be considered in proportion to the percentage of normal working hours stated in the employment contract of the part-time employee.

For employees born before 1 July 1955, the employer-paid contribution shall be raised as follows:

From the first day of the month after 50th birthday + 1.5 per cent.

From the first day of the month after 55th birthday + an additional 1.5 per cent.

Subsection 3. In addition, pension contributions shall accrue to nuisance bonus for permanent staggered hours, shift work, work on Saturdays and work under a tele-concept.

Furthermore, pension shall accrue to the allowance for on-call duty if the employee has received an allowance for on-call duty for a period of more than four months.

The duration of the on-call duty shall be calculated on 1 April. The employer's pension contribution shall be calculated and deposited in the person's pension scheme.

Subsection 4. The employee may choose to receive part of the pension contribution paid out as non-pensionable salary, however, subject to a maximum of 5 per cent, until the employee reaches the age of 35. However, the employer must always provide deposit a minimum of 10 per cent in pension contribution. Before an employee chooses to receive part of the pension contribution paid out as salary, the employee must receive counselling on the consequences of this choice.

If an employee takes leave without salary pursuant to the Act on Leave and Benefit on Grounds of Pregnancy and Childbirth (Maternity Act), the employee shall not receive a salary, but the employer shall pay full pension contribution into the employee's pension scheme, cf. Chapter 1, Section 4.

Su

The choice of allocating a portion to salary rather than pension shall be made for a one-year period. Any change must be made at the initiative of the employee and at the earliest after one year.

Subsection 5. Employees who are entitled to pension contribution provided for by the collective agreement may from the 1 day of the month after having obtained pensionable age, cf. section 1a of the Danish Pension Tax Act, choose to receive pension contributions as a non-pensionable supplement to their pay. No holiday allowance or holiday pay accruals are calculated of pension contributions paid out.

Employees are recommended to seek advice from their pension supplier before deciding to receive pension contributions.

Salary annex, normal annual working hours 1865.5

Pay adjustment as per 1 July 2012

| Pay grade | 1 July 2012* | | 1 July 2013* | |
|--|--------------|-----------|--------------|-----------|
| | Pay/year | Pay/month | Pay/year | Pay/month |
| 101 | 170,824 | 14,235.33 | 172,532 | 14,377.67 |
| 102 | 186,350 | 15,529.17 | 188,214 | 15,684.50 |
| 103 | 201,882 | 16,823.50 | 203,901 | 16,901.75 |
| 501 | 109,594 | 9,132.83 | 110,690 | 9,224.17 |
| 502 | 121,141 | 10,095.08 | 122,352 | 10,196.00 |
| 09 <i>indslusningsløn</i> /entry-level pay*** | | | | |
| 9 | 278,043 | 23,170.25 | 280,823 | 23,401.92 |
| 21 <i>indslusningsløn</i> /entry-level pay *** | | | | |
| 2101 | 264,031 | 22,002.58 | 266,671 | 22,222.92 |
| 2102 | 268,699 | 22,391.58 | 271,386 | 22,615.50 |
| 2103 | 273,370 | 22,780.83 | 276,104 | 23,008.67 |
| 2104 | 278,043 | 23,170.25 | 280,823 | 23,401.92 |
| 2105 | 282,714 | 23,559.50 | 285,541 | 23,795.08 |
| 2106 | 287,383 | 23,948.58 | 290,257 | 24,188.08 |
| 3101 | 287,383 | 23,948.58 | 290,257 | 24,188.08 |
| 3102 | 294,884 | 24,573.67 | 297,833 | 24,819.42 |
| 3103 | 302,288 | 25,199.00 | 305,412 | 25,451.00 |
| 3104 | 309,894 | 25,824.50 | 312,993 | 26,082.75 |
| 3105 | 217,399 | 26,449.92 | 320,573 | 26,714.42 |
| 3201 | 217,399 | 26,449.92 | 320,573 | 26,714.42 |
| 3202 | 331,977 | 27,664.75 | 335,297 | 27,941.42 |
| 3203 | 346,548 | 28,879.00 | 350,372 | 29,167.75 |
| 3204 | 361,119 | 30,093.25 | 364,730 | 30,394.17 |
| 3301 | 361,119 | 30,093.25 | 364,730 | 30,394.17 |
| 3302 | 378,545 | 31,545.42 | 382,330 | 31,860.83 |
| 3303 | 395,958 | 32,996.50 | 399,918 | 33,326.50 |
| 3304 | 413,379 | 34,448.25 | 417,513 | 34,792.75 |

*) Salary raised by 1 per cent

**) *Indslusningsløn*/entry-level pay rate to be negotiated on 1 January 2012 and 2013

Pay Annex, normal annual working hours 1924

Pay adjustment as per 1 July 2012

| Pay grade | 1 July 2012* | | 1 July 2013* | |
|--|--------------|-----------|--------------|-----------|
| | Pay/year | Pay/month | Pay/year | Pay/month |
| 101 | 175,607 | 14,633.92 | 177,363 | 14,780.25 |
| 102 | 191,568 | 15,964.00 | 193,484 | 16,123.67 |
| 103 | 207,530 | 17,294.17 | 209,605 | 17,467.08 |
| 501 | 112,657 | 9,388.08 | 113,784 | 9,482.00 |
| 502 | 124,531 | 10,377.58 | 125,776 | 10,481.33 |
| 09 <i>indslusningsløn</i> /entry-level pay *** | | | | |
| 9 | 285,826 | 23,818.83 | 288,684 | 24,057.00 |
| 21 <i>indslusningsløn</i> /entry-level pay *** | | | | |
| 2101 | 271,425 | 22,618.75 | 274,139 | 22,844.92 |
| 2102 | 276,228 | 23,019.00 | 287,990 | 23,249.17 |
| 2103 | 281,029 | 23,419.08 | 283,839 | 23,653.25 |
| 2104 | 285,826 | 23,818.83 | 288,684 | 24,057.00 |
| 2105 | 290,630 | 24,219.17 | 293,536 | 24,461.33 |
| 2106 | 295,426 | 24,618.83 | 298,380 | 24,865.00 |
| 3101 | 295,426 | 24,618.83 | 298,380 | 24,865.00 |
| 3102 | 303,137 | 25,618.42 | 306,168 | 25,514.00 |
| 3103 | 310,855 | 25,904.58 | 313,964 | 26,163.67 |
| 3104 | 318,572 | 26,547.67 | 321,758 | 26,813.17 |
| 3105 | 326,286 | 27,190.50 | 329,549 | 27,462.42 |
| 3201 | 326,286 | 27,190.50 | 329,549 | 27,462.42 |
| 3202 | 341,270 | 28,439.17 | 344,683 | 28,723.58 |
| 3203 | 356,250 | 29,687.50 | 359,813 | 29,984.42 |
| 3204 | 371,234 | 30,936.17 | 374,946 | 31,245.50 |
| 3301 | 371,234 | 30,936.17 | 374,946 | 31,245.50 |
| 3302 | 389,141 | 32,428.42 | 393,032 | 32,752.67 |
| 3303 | 407,045 | 33,920.42 | 411,115 | 34,259.58 |
| 3304 | 424,947 | 35,412.25 | 429,196 | 35,766.33 |

*) Salary raised by 1 per cent

**) *Indslusningsløn*/entry-level pay rate to be negotiated on 1 January 2012 and 2013

CHAPTER 3**Collective agreement between the FA and the DFL concerning pay, working hours and special conditions for IT staff**

| | Page |
|---|-------------|
| Section 1 Scope | 163 |
| Section 2 General salary increases..... | 165 |
| Section 3 General provisions concerning placement and pay adjustment..... | 165 |
| Section 4 Job positions and job titles determined by work functions..... | 167 |
| Section 5 Pay grades | 171 |
| Section 6 Candidates..... | 171 |
| Section 7 Agreed working hours..... | 173 |
| Section 8 Flexitime agreements..... | 175 |
| Section 9 Provisions concerning overtime work..... | 175 |
| Section 10 Overtime work: time off in lieu of payment | 175 |
| Section 11 Overtime work: staggered working hours/shift work..... | 177 |
| Section 12 Overtime work: meal breaks..... | 177 |
| Section 13 Separate agreement concerning overtime pay | 177 |
| Section 14 On-call duty and standby duty..... | 179 |
| Section 15 Terminal equipment..... | 179 |
| Section 16 Night period/night work/shift work | 181 |
| Section 17 Staggered working hours..... | 183 |
| Section 18 Shift work..... | 183 |
| Section 19 Pay for working shifts and permanently staggered hours..... | 185 |
| Section 20 Allowance for phased withdrawal..... | 187 |
| Section 21 Pay for working temporarily staggered working hours | 189 |
| Section 22 Job pay - nuisance bonus | 189 |
| Section 23 Hour bank..... | 191 |
| Section 24 Provisions concerning pension..... | 191 |
| Section 25 Bonus allowance..... | 193 |
| Section 26 Part-time employment..... | 193 |
| 159 | |
| 160 | |
| Section 27 Meetings..... | 195 |
| Protocol concerning current provisions remaining in force..... | 197 |
| Protocol concerning guidelines on determination of pay..... | 199 |
| Salary annex..... | 201 |

Section 1, Subsection 1

Office work within the scope of this collective agreement shall normally be performed at the office premises of the employer.

However, the employer and the staff association may conclude agreements on exceptions to this rule, cf. the framework agreement concerning distance work.

Monitoring and control of IT operation may always be performed from the employee's residence upon agreement between the employer and the employee. Such an agreement must be submitted to the staff association for prior information.

Section 1, Subsection 3

A job relevant to studies may be defined as, for instance, a law student employed for legal work, an actuary student employed to perform actuarial estimates, etc.

IT pay grades do not, in principle, cover employees in the IT function performing tasks that are covered by the ordinary pay grades in Chapter 2.

Persons already employed and placed in the previous IT pay grades may, however, remain in the IT pay grades on the basis of a personal arrangement.

Operators may be transferred to the pay grade for operating assistants.

Collective agreement between the Association of Financial Sector Employers - *Finanssektorens Arbejdsgiverforening (FA)* and the Association of Insurance Employees in Denmark – *Danske Forsikringsfunktionærers Landsforening (DFL)* concerning pay, working hours and special conditions for IT staff

Section 1 The scope of the collective agreement

Subsection 1. The collective agreement shall cover employees in the central IT functions who predominantly perform IT-related tasks.

Subsection 2. Employees outside the scope of the collective agreement:

- a. employees working eight hours per week or less
- b. employees hired on a temporary or fixed-term basis of one month or less.

Subsection 3. The following provisions shall apply to student interns, defined as employees enrolled in a degree programme at an institute of learning:

- a. student interns employed in a job relevant to studies shall not be covered by the collective agreement
- b. other students shall be covered by the agreement if they work an average of 15 hours per week, calculated over a period of the 13 weeks prior to the calculation. However, no training/education contribution shall be provided, and the student is not covered by the group life assurance scheme and the provisions of Chapter 1, Sections 6 to 9.

The student may instead of care days receive 1.92 per cent of the wages paid out, and instead of pension contributions (where relevant) receive pension contributions paid out in the form of wages.

Subsection 4. The following shall apply to employees covered by the agreement and employed for a fixed term up to 12 months or as a substitute for a specific employee:

- a. instead of care days, cf. Chapter 1, Section 2, they may receive a disbursement of 1.92 per cent of their salary at the end of their employment
- b. instead of pension contributions pursuant to Chapter 2, Section 33, they may receive pension contributions paid out in the form of salary during the period in which they were otherwise to have been admitted to the pension scheme.

Subsection 5. Employees mentioned in Subsection 1 shall either be subject to the Danish Salaried Employees Act or enjoy a status similar to that of salaried employees.

Section 3, Subsection 2

The information must be submitted before the end of the year and state the salary as per 1 October of the year in question. The information shall be given per pay grade, with indication of the number of employees in the class, average salary, lower and upper quartile.

If the company has fewer than ten employees in the pay grade in question, the information given shall only encompass the number of employees in the class and the average salary. If the company has fewer than five employees in the pay grade in question, the information given shall only encompass the number of employees in the class, with no information concerning salary level.

Section 3, Subsection 7

Temporary function allowance may only in special situations be provided for longer than a 12-month period.

Section 2 General salary increases

Salary shall be adjusted using the general pay increase percentage rates agreed between the FA and the DFL, that is:

| | |
|-------------|------------|
| 1 July 2012 | 1 per cent |
| 1 July 2013 | 1 per cent |

Other adjustments of rates, etc., will be introduced as per 1 July 2012.

Section 3 General provisions concerning salary grade placement and pay adjustment

Subsection 1. Placement in the individual pay grades shall be determined through an assessment of all the working tasks to be performed in a given job position, with reference to the job categories specified in Section 4.

Subsection 2. The salary shall be determined and adjusted according to a systematic assessment upon specific agreement between the employer and the employee. This involves engagement in a dialogue between the manager and employee, including dialogue concerning existing temporary function allowances. The employer shall inform the staff association of the intended way to implement this dialogue, including the time when a response may be expected, cf. the Protocol concerning guidelines on determination of pay.

The salary shall be assessed at least once every year.

The employer must, once a year, provide the staff association with statistical information that cannot be identified as relating to a specific person concerning determination of salary.

Subsection 3. If the employee and the employer are unable to reach agreement concerning the determination of the salary, the employer must provide its arguments in writing not later than one month after the employee's request for this. Disputes may be negotiated between the employer and the staff association and/or between the FA and the DFL.

Subsection 4. If the organisations fail to reach agreement, the dispute may be submitted for decision before an arbitration tribunal, pursuant to the Agreement on Rules for Settlement of Industrial Disputes.

Subsection 5. If special conditions apply, placement may be made under minimum pay. The employee must receive this information in writing, with a copy to the staff association, the DFL and the FA.

Subsection 6. At promotion from pay grades 12 to 13 and 14, 13 to 15 and 14 to 16, the employee must achieve a pay rise of not less than DKK 1,342 per month as per 1 July 2012 and DKK 1,355 as per 1 July 2013.

Subsection 7. Temporary function allowances may be provided.

Section 4

New job position categories within central IT functions shall be placed in the job titles to which they naturally belong on the basis of the tasks performed.

Operating assistant

This job position category may, for instance, encompass the following job

titles: tape archivist, operator, operating assistant, print operator, finisher, etc.

Operator

This job position category may, for instance, encompass the following job titles: operator,

senior operator, network operator, console operator, operating assistant, etc.

Operations planner

This job position category may, for instance, encompass the following job titles:

operations planner, operating assistant, operating programmer, data administrator, tape librarian,

etc. 166

PAY GRADE STRUCTURE (Sections 4 to 6)

Section 4 Job positions and job titles determined by work functions

Operating assistant

Operating assistants primarily perform routine, manual or mechanical working tasks, including

- tape archiving and storage function; they also perform administrative or service-oriented work relating to IT operations, including data registration
- receiving and preparing material for operations
- performing routine preparation of runs and control
- performing services for external units
- finishing and sending out material.

Operator

Operators operate mechanical machinery according to the applicable rules and handle the practical operation of production according to the planned schedule,

- monitoring machinery and responding to its operations
- ability to receive and prepare materials for the operation
- ability to perform finishing and shipment of material
- ability, if necessary and in accordance with specific guidelines, to implement changes to transport schedules, etc., in order to ensure the most expedient running of the production.

Operations planner

Operations planners control incoming or outgoing data,

- drawing up operating plans for the machine room
- preparing production runs
- managing programme and data libraries, registers for test and production
- taking part in drawing up operational documentation and follow up on problems arising with programmes in production
- possibility for taking part in testing and implementation of new and changed programmes under production conditions, including test of safety procedures
- may take part in project development
- may furthermore take part in the installation of hardware and building of line network and data set administration.

Operating technician

This job position category may, for instance, encompass the following job

titles: operating technician.

System developer

This job position category may, for instance, encompass the following job titles:

system developer, system constructor, programmer, senior programmer, system planner, etc.

System programmer

This job position category may, for instance, encompass the following job titles:

system programmer, senior system programmer, database administrator, etc.

Consultant

This job position category may, for instance, encompass the following job

titles: system consultant, IT consultant, project manager, etc.

Operating technician

Operating technicians perform special tasks in connection with planning and installation of centrally and decentrally placed IT equipment,

- build line networks
- may take part in structuring of communication protocols
- may furthermore be assigned the task of managing the contact with suppliers of IT equipment.

System developer (programmer/system planner)

System developers perform the task of designing the detailed construction of the systems, either independently or as a member of a project group/working group,

- may take part in definition of the projects
- may take part in the analysis and construction phases up to and including testing and hand-over of the completed systems or parts thereof
 - this may involve new development or changes/modifications to already existing applications
- may furthermore work as contact to users of the systems.

System programmer

System programmers plan, design, adapt/modify, maintain and test the operating systems and auxiliary programmes necessary for ensuring effective use of the machinery,

- build and maintain databases
- provide advice to the programmers in case of complicated programming problems
- may take part in the installation of hardware and building of line networks.

Consultant

Consultants handle daily contacts with the users concerning existing systems on advisory, educational and information activities in order to ensure that the systems are used in the most expedient way,

- carry out analyses and prepare offers and agreements for users' acquisition/application of new systems
- may take part in the development of new systems.

Section 5 Pay grades

Subsection 1. The pay grades shall be minimum pay grades.

Subsection 2. Employees shall be placed in pay grades 12, 13, 14, 15, 16 and 17 according to the guidelines provided below and according to the job position categories provided in Section 4.

Subsection 3. Pay grade 12 shall include operating employees under the job position category:

- operating assistant.

Subsection 4. Pay grade 13 shall include operating employees under the job position categories:

- operator
- operating planner
- operating technician

Subsection 5. Pay grade 14 shall include system staff under the job position category:

- system developer.

Subsection 6. Pay grade 15 shall include system staff under the job position categories:

- system programmer
- employees placed in pay grades 12 and 13 who also perform the function of group leader or has special responsibility (specialist).

Subsection 7. Pay grade 16 shall include system staff under the job position categories:

- consultant
- employees placed in pay grade 14 who also perform the function of group leader or has special responsibility (specialist).

Subsection 8. Pay grade 17 shall include operating and system staff who, without being actual managers, function as area leaders and /or specialists with extended leadership responsibility or special specialist responsibility.

Section 6 Candidates

Subsection 1. Employees hired direct for IT work without any practical IT experience may be employed as candidates.

The candidate period may extend for up to six months.

Section 7, Subsection 1

The principles for structuring of working hours shall be the handled by the joint consultations committee.

Section 7, Subsection 2

Special provisions, protocols, etc., concluded between the FFO, now the FA, and the DFL, shall be abolished as concerns the volume of working hours per year.

During the period in which the collective agreement is in force, the parties may open negotiations on adjustment of the provisions concerning working hours if the competitive situation warrants this. The parties agree that flexi-time agreements should be made in case the employer or the employees so wish.

A limited organisational unit shall be defined as a unit within the company that constitutes a unit with its own head in its daily work.

Example 1:

A company's finance department encompassing four employees with a chief accountant as head of department, and the company may determine the effective number of annual working hours as 1924 hours for this unit.

Example 2:

For a unit encompassing four teams each consisting of a team leader and three to four staff, the company may determine the effective number of annual working hours as 1924 hours for the unit but not for a single team.

Working hours may not be increased solely for one single employee, who does not constitute a unit. The definition of an organisational unit shall be discussed with the staff association before the employer determines the number of annual effective working hours at 1924. Disputes concerning this may be brought before the parties to the collective agreement.

Introduction of increased working hours as an experiment

The employer and the staff association may, irrespective of the requirement for 24 months between any increase or reduction of working hours, agree on the introduction of increased working hours as an experiment for a period of at least six months and not more than 12 months. This possibility of making an agreement may be used once for the affected parts of the employer.

The employees' entitlement to paid holidays follows the working hours applying at the time when holidays are taken. In the event that working hours are increased or reduced, the value of care days in the hour bank is increased or decreased proportionally for the year of allocation. Similarly, the value of days off for seniors in the hour bank is increased or decreased proportionately.

Subsection 2. Candidates shall receive pay amounting to not less than 70 per cent of the minimum pay in pay grades 13 and 14, respectively.

Subsection 3. A training programme shall be agreed for the candidate period.

Section 7 Working hours

Subsection 1. Working hours are defined as the space of time during which the employee is at work and is available to the employer for performing the tasks for which the person is employed or tasks performed pursuant to national legislation and/or practice. The rest period is the space of time outside of working hours.

Subsection 2. Annual working hours

The annual effective working hours shall amount to 1,865.5 hours – optionally 1924 hours - excluding lunch breaks and other possible time off duty.

The number of annual effective working hours may be defined as 1924 within the company/concern or defined organisational units within it. The company may, at three months' notice, define the number of effective annual working hours as 1924 or reduce the number to 1865.5 again once every 24 months. When the number of annual working hours is raised to 1924, the salary shall be raised by 2.8 per cent, cf. the pay specification vouchers. If working hours are reduced from 1924 to 1865.5, the pay is reduced correspondingly. However, the employer and the staff association may agree on the introduction of increased working hours as an experiment for at least six month/not more than 12 months.

The placing of the annual working hours shall be agreed locally.

If the parties are unable to reach agreement, the working hours during the months of June, July and August shall be an average of seven hours per day, and an average of seven hours and 14 minutes per day during the remaining nine months of the year (if normal working hours are 1,924: 7 hours, and 7 hours and 32 minutes, respectively).

Subsection 3. Working hours per week

The average working hours per week may not exceed 48 hours, including overtime work, over a 13-week period.

Subsection 4. Working hours per day

The employer shall place working hours between 7:00 AM and 6:00 PM Monday through Friday.

The length of the daily working hours shall be determined through agreement between the employer and the employee. The working hours must be at least five and no more than ten, excluding a 30-minute lunch break, to be taken according to the employer's directions.

Such agreements must be submitted to the staff association for approval. Where no approval is obtained, the company may bring the matter before the parties to the collective agreement. If the employer and the employee are unable to reach agreement, the daily working hours shall be not less than seven hours and not more than eight hours.

Section 7, Subsection 6

The parties agree that it is natural to discuss this provision generally in the joint consultations committee, and that the employer shall subsequently make the employee aware of this option.

Section 8, Subsection 2

Until the hour bank has been established, the rule that remains in force shall be that if matters relating to the work cause the maximum hours specified in the flexitime agreement to be exceeded, the excess number of hours must be taken as time off in lieu of payment in the course of the subsequent quarter. Where possible, the time off must be given as entire consecutive days. If time off in lieu of payment is not a possible option, the employee shall receive compensation in the form of the hourly rate plus an additional 50 per cent.

Section 9, Subsection 1

Systematic overtime work for the individual employee may not take place. Thus, no working day may start with overtime work.

If, for instance, an employee is ordered to come in for work at 6 AM, the employer shall pay an allowance for staggered working hours from 6 AM to 7 AM. If the employee is subsequently ordered to work beyond the person's normal working hours, the employer shall pay the relevant overtime pay.

If an employee chooses to come in for work at 7 AM through the person's flexitime arrangement, and the employee is ordered to work until 8 PM, the employer shall pay the relevant overtime pay from 2:30 PM when the normal working hours amount to 7.5 hours, including lunch break.

When an employee, at the wish of the employer, is to take time off in lieu of payment in compensation of overtime work, the employee must be informed well in advance.

Overtime work should be limited to the greatest extent possible. Principles for limitation of overtime work shall be discussed in the company's joint consultations committee on the basis of the overtime work recorded since the previous meeting of the joint consultations committee.

Due consideration must be paid to an employee's argument for being unable to accept overtime work prior to the taking of holidays or after the end of the last working days before a holiday. The same shall apply after the end of the holidays and until the first ordinary working day after the holidays.

If the employee is not allowed to leave the workplace during the person's lunch break, the lunch break shall be included in the working hours.

Subsection 5. Constitution Day (*Grundlovsdag*), Christmas Eve, New Year's Eve and Friday after Ascension Day shall be entire days off work. If an employee in shift work operation works on one of the mentioned holidays, where the day does not fall on a Saturday or Sunday, the employee shall be compensated with corresponding leave.

Subsection 6. Agreed working hours

At the initiative of the employee, the employer and the employee may make an agreement on placing and length of daily working hours different from the working hours and placing provided in Subsection 4. Either party may terminate the agreement at four weeks' notice. The employer must subsequently submit the agreement to the staff association for approval. If the staff association has not presented its protest against the agreement within 14 days, the agreement shall be considered to be approved.

Flexitime agreements shall be structured so as to offer the individual employee this option for agreed working hours.

Section 8 Flexitime agreements

Subsection 1. Local agreements may be concluded concerning flexitime for one or more employee groups.

Subsection 2. Flexitime hours shall be deposited in the employee's account in the hour bank, cf. Section 23.

Subsection 3. Flexitime agreements shall be structured so as to offer the individual employee the possibility for agreed working hours, cf. Section 7, Subsection 6.

Section 9 Provisions concerning overtime work

Subsection 1. An ordered extension of working hours beyond the determined daily working hours shall constitute overtime work.

Subsection 2. Overtime work may thus take place only subsequent to the completion of the normal daily working hours. Overtime work must be announced at the end of normal working hours on the previous day at the latest. Exceptions may be made only in the event of unexpected situations that could not reasonably be planned.

Section 10 Overtime work: time off in lieu of payment

Subsection 1. Overtime work must, as a main rule, be compensated in the form of time off in lieu of payment. The calculation of overtime shall be based on half hours begun.

Subsection 2. For each hour of overtime work, the employer shall provide:

- a. One and a half hours of leave for the first three overtime work hours per day extending normal working hours from Monday through Friday.

Section 10

Until the hour bank has been established, the main rule shall remain that overtime work must be compensated as time off in lieu of payment. This may be demanded by the employee as well as the employer. Time off in lieu of payment must be taken within six calendar months of the overtime work being performed. The employer may, however, upon dialogue with the employee and the staff association or the local union representative turn down the request for time off in lieu of payment if special concerns relating to service, practical or similar issues warrant this. If the overtime work is not compensated by taking time off in lieu of payment, compensation shall be provided in the form of payment of normal hourly rate (1/1865.5, respectively 1/1924, of the employee's annual salary) with an additional allowance of:

- a. For the three first hours of overtime work per day in extension of normal working hours Monday through Friday: 75 per cent.
- b. For other and subsequent hours of overtime work: 150 per cent
- c. For overtime work performed between the hours of 00:00 AM (midnight) and 6 AM: 150 per cent.
- d. For overtime work performed on Saturdays, Sundays and holidays: 150 per cent.

The calculation shall include half hours begun.

Overtime work that must be compensated in cash shall be disbursed at the next subsequent payment of salary.

If the employee wants a break between normal working hours and overtime work, payment shall be provided pursuant to a). If the employer wants a break between normal working hours and overtime work, payment shall be provided pursuant to b).

If overtime work ordered is compensated by payment of a higher rate, the rate shall not be reduced in case of continued overtime work.

Section 12, Subsection 4

An employee whose normal working hours are 8:30 AM to 4 PM, including the lunch break, is ordered, without prior notification, to perform overtime work from 4 PM to 9 PM. If the employee takes a lunch break between 12:30 PM and 1 PM, the earliest meal break may be taken by 7 PM (six hours after the lunch break) and the employee in question must work until 9 PM (eight hours after the lunch break) in order to obtain reimbursement for the costs for the evening meal.

An employee works, for instance, on a Saturday from 9 AM (compensation similar to overtime work compensation). There is a lunch break from 12:30 PM to 1 PM (the company shall provide food/refund a maximum of DKK 270/281/291). There is a meal break at 7:30 PM. In this example, it is a condition for receiving a refund of costs for the evening meal that, after the meal break, the work continues until 9 PM (eight hours after 1 PM).

Section 12, Subsection 5

That is, the company shall provide food/refund a maximum of DKK 297/300 for lunch. For an evening meal, where relevant, please refer to the provisions of Subsection 4.

- b. Two hours' leave for other and subsequent hours of overtime work performed between 12 midnight and 6 AM and on Saturdays, Sundays and holidays.

Subsection 3. If the employee wants a break between normal working hours and overtime work, time off shall be provided pursuant to a). If the employer wants a break between normal working hours and overtime work, time off shall be provided pursuant to b).

Subsection 4. If overtime work ordered is cancelled later than 4 PM on the day before the planned performance of the overtime work, compensation shall be provided corresponding to three hours' time off in lieu of payment/pay.

Subsection 5. Hours pursuant to subsections 1 to 4 shall be deposited in the employee's account in the hour bank, cf. Section 23.

Section 11 Overtime work: staggered working hours/shift work

Subsection 1. For overtime work in connection with staggered hours or shift work, payment shall be calculated pursuant to the provisions in Sections 10.

Subsection 2. The overtime work allowance after shift works may not, however, be calculated at a lower rate than the allowance of the last shift hour prior to the overtime work.

Section 12 Overtime work: meal breaks

Subsection 1. In connection with overtime work after 7 PM, the employee shall have a 30-minute meal break.

Subsection 2. This meal break and meal breaks in connection with weekend work shall be included in the calculation of working hours if the employee is not allowed to leave the workplace during working hours.

Subsection 3. In case of overtime work without due prior notice (less than 24 hours) after 7 PM on workdays or in connection with overtime work on Saturdays and on Sundays and public holidays, the company shall provide meals, or, alternatively, refund the costs for meals upon submission of receipt. However, the maximum refund shall be DKK 297 as per 1 July 2012 and DKK 300 as per 1 July 2013.

Subsection 4. The rule concerning refund of costs for meals shall apply to subsequent meals only after six hours after a the meal break held and only subject to the condition that the overtime work extends for at least eight hours after the first meal.

Subsection 5. Part-time employees who do not normally take a lunch break and who are ordered to take additional work beyond the normal lunch time shall, in addition to being entitled to taking a lunch break, also be entitled to a meal or refund of the costs for a meal, cf. above.

Section 13, Subsection 1

Employees who structure their work independently shall have, by virtue of their job function, influence on the execution of the work, the implementation of the projects and influence on the time scheduling and implementation of work assignments and/or projects. Employees who structure their work independently must, on terms equal with employees who do not structure their work independently, participate in meetings, training and departmental/group-related activities, for instance, team building and workshops. Outside these obligations, the employee himself or herself shall plan the placing of working hours with due consideration to the execution/completion of the work assignments. Thus, no systematic imposition of specific time of arrival or departure may be made.

The use of independent structuring of work requires, simultaneously, the relevant pay grade placement, that the employee in question has independent structuring of work, and that this is taken into account at the determination of salary. The compensation may also be granted in the form of leave, for instance an additional week's holidays.

Employees who structure their work independently shall not be subject to any rules concerning fixed time, where relevant.

Employees who structure their work independently shall work the same normal hours per year as employees who do not plan their own work. Management and employee should both endeavour to avoid exceeding the effective annual working hours. If the effective annual working hours exceed the norm by a significant margin, the employee shall have the right to initiate a dialogue with his or her superior. The dialogue must encompass discussion of the reason for the extraordinary working situation, including the reason why the working hours have not been adjusted as the work has unfolded, encompass planning in relation to future work assignments and, where relevant, financial compensation for the past period as well as the coming period.

Section 14, Subsection 1 and 2

Time is calculated on the basis of half hours or parts of half hours.

Section 13 Separate agreement concerning overtime pay

Subsection 1. Separate agreement concerning overtime pay and regular on-call duty may be concluded for employees in pay grades 15, 16 and 17 who structure their work independently when this is taken into account at the determination of pay. For employees hired or appointed on 1 April 2005 or later, the size of the compensation must be indicated.

Subsection 2. Overtime work in connection with project work shall require prior agreement on any separate remuneration for the overtime work.

Subsection 3. Agreements made pursuant to Subsections 1 and 2 must be submitted to the staff association for prior information. If the company has determined a standard compensation, which the staff association has approved, any deviating determinations of compensation must be submitted for prior information. If the staff association then finds that the agreements are unfair, the matter may be made the subject of negotiation upon request.

Section 14 On-call and standby duty

Subsection 1. When an employee is contacted or if the employee is called in to appear at the workplace where no on-call duty has been agreed, the working hours shall be compensated at the hourly rate plus 150 per cent.

To this shall be added a one-off sum per contact amounting to 45 per cent of the hourly rate applying between the hours of 6.01 AM and 10 PM, and 66 2/3 per cent of the hourly rate applying between the hours of 10:01 PM and 6 AM. The one-off sum applicable from Saturdays at 6.01 AM until Monday at 6 AM shall be 75 per cent of the hourly rate per contact; however, multiple contacts within the same 30-minute period from the first contact shall only be compensated with one one-off sum.

If, however, the employee is called in to appear at the workplace, the compensation must amount to not less than three hours.

Subsection 2. For agreed on-call duty, for which the employee must be available within reasonable notice, the compensation paid shall amount to 37.5 per cent of the hourly rate. For on-call duty hours placed between Saturdays at 6 AM until Monday at 6 AM and on public holidays, compensation to be paid shall be 75 per cent of the hourly rate. Working hours shall be compensated as overtime work, cf. Chapter 2, Section 20, and Chapter 3, Section 11.

Subsection 3. In case the employee the employee is called in to appear at the workplace, cf. Subsections 1 and 2, transport time shall counts as working hours. The working hours shall be compensated as overtime work, cf. Chapter 2, Section 20, and Chapter 3, Section 11. Any transport costs, where relevant, shall be paid by the company.

Subsection 4. The individual employee may not exceed a maximum number of on-call duty periods of 40 per year, and the on-call duty must be announced at a notice of not less than 24 hours prior to the commencement. Ordered on-call duty may extend for no more than a maximum of 12 hours.

Section 14 Subsection 6

According to the Holidays with Pay Act, an employer may only change planned holidays:

- In cases involving significant operational concerns.
- In cases where the employer had no way to foresee the situation
- The change must be necessary in relation to the employee whose holidays are changed
- The employee's financial losses must be compensated

Significant operational concerns unforeseeable to the employer must have the character of *force majeure*-like situations. Such extreme situations may include, for instance, torrential rainfall.

Subsection 5.

a. If an employee has been contacted or has worked during the rest period, cf. the Working Environment Act provisions concerning rest periods and rest days, the time when the employee is to come in for work shall be postponed. If the time of coming in for work is postponed, there shall be a reduction of working hours, that is, without any deduction of pay/hours.

If the employee does not come in for work the next day, the time from the hour at which the employee was supposed to have met for work shall be considered free time, cf. the Working Environment Act provisions concerning rest periods and rest days, and shall be treated accordingly.

b. In case of interruption of the rest period after 6 AM, the employee shall come in for work in accordance with normal rules.

c. The rule concerning compensation for pay/hours shall not apply if the employee is contacted earlier than three hours after the end of working hours or 6 PM and 12 midnight on workdays, and it is only one single contact lasting for up to one hour.

Subsection 6. Prior to the holidays, the employer and the employee may agree that the employee may be contacted in extreme situations concerning the possibility of coming in to work even though the holidays have started. The employee may reject such an agreement without any legal effect on the employment relationship. If the holidays are entirely or partially interrupted, compensation holidays shall be granted for the number of days off involved. The compensation holidays must, as far as possible, as an extension of the planned holidays. Any financial loss that the employee may have incurred in connection with the interruption of holidays shall be indemnified pursuant to the provisions of the Holidays with Pay Act.

Section 15 Terminal equipment

The following rules shall apply to terminal equipment used outside the employer's business premises:

- a. The employer shall hold the full responsibility for the safety routines concerning the connection, and it shall be the duty of the employer to register all necessary information concerning the connection.
- b. It shall be the duty of the employer to arrange for insurance cover, where relevant, for the IT equipment leased out.
- c. Costs incurred for the installation and operation are to be paid by the company.

Section 17 Night period/night work/shift work

Subsection 1. The night period shall be defined as the time between the hours of 10 PM and 6 AM.

Night workers are employees who normally perform at least three hours of their daily working hours during the night period or perform night work for not less than 300 hours within a period of 12 months.

Section 17, Subsection 1

Temporarily staggered hours shall be defined as a staggering of working hours for a period of less than four months.

Section 18, Subsection 2

Permanently staggered hours shall be defined as an agreement concerning permanent/regular staggering of working hours.

Example: employee A works from 8 AM to 4 PM, employee B from 12 lunchtime until 8 PM. Employee B works permanently staggered working hours.

Subsection 2. The employer must offer night workers medical health examination free of charge before they begin working at night, and subsequently at least once every year. Medical health examination shall be performed by the employee's own medical practitioner or at an industrial medicine clinic chosen by the employer.

If a night worker has health problems that may be demonstrated to have its cause in working at night, the company must transfer the employee to day work for which the person is suited when it is possible.

Subsection 3. Companies that make regular use of night work must inform the competent authorities of this fact upon request.

Subsection 4. The employer must ensure a level of protection of safety and health for night workers that corresponds to the type of work performed. To this end, the employer must provide suitable protection and prevention services and facilities for the safety of night workers and shift workers similar to those that apply to other employees, and which are available at any given time.

Subsection 5. If the employer intends to schedule the work according to a specific rhythm, the employer must consider the general principle that the work must be adapted to humans, especially with regard to alleviating the impact of monotonous work and work in a steady rhythm and, according to the type of work, to demands for safety and health, especially as concerns breaks during the working hours.

Section 17 Staggered working hours

Subsection 1. The employer may temporarily stagger the defined daily working hours, cf. Section 7, if special work-related matters make this necessary for a limited time.

The employee may subsequently submit such staggering of working hours to the staff association.

If the staff association is of the opinion that the above-mentioned work-related urgency is not present, the matter may, where agreement cannot be reached locally, be submitted to the parties to the collective agreement.

Subsection 2. For job positions in which the daily job performance requires staggering of the daily working hours, cf. Section 13, the work may be organised as permanent staggered hours.

For work organised as permanent staggered hours, not less than 50 per cent of the working hours shall be placed in accordance with Section 7 (that is, between the hours of 7 AM and 6 PM).

Work organised as permanent staggered hours must be agreed with the staff association. Absence of agreement may be brought before the parties to the collective agreement.

Section 18

Council Directive 93/104/EC of 23 November 1993 concerning certain aspects of the organisation of working time defines shift work as “any method of organising work in shifts whereby workers succeed each other at the same work stations according to a certain pattern, including a rotating pattern, and which may be continuous or discontinuous, entailing the need for workers to work at different times over a given period of days or weeks.”

Shift workers are employees who work in shifts.

Any agreement on operation in shifts must be submitted to the staff association for prior information.

Section 19, Subsection 1

Employee A works from 8 AM until 4 PM, employee B works from 12 noon until 8 PM. They switch shifts every second week. This is work operating in shifts.

Subsection 3. Calculation of the time for which pay accrues shall include meal breaks, where relevant (including a lunch break), if the employee is not allowed to leave the work place.

The calculation shall include half hours begun.

Subsection 4. For work organised as permanently staggered hours, the working hours may be reduced by local agreement if the allowance for the hours counting as staggered time is offset by an amount corresponding to the reduction of working hours.

Subsection 5. If staggering of the working hours is interrupted by holidays or a period of sick leave, the allowance shall be calculated on the basis of the working hours, cf. however Subsection 6.

Subsection 6. An employee who has received an allowance for staggered hours on a regular basis extending for not less than four months shall receive the allowance during absence caused by holidays, illness, pregnancy and childbirth, as well as absence caused by recall for military service.

Subsection 7. For agreed/announced staggered work, the allowances may be converted to an average allowance to be added to the monthly salary. The calculation shall be based on fractions of hours.

A wish for conversion should be granted unless special conditions apply.

Section 18 Shift work

Subsection 1. Shift work shall mean any method of organising working hours in multiple shifts according to a previously determined schedule.

Subsection 2. The employer may, as part of a shift operation arrangement, establish monitoring via a terminal outside the company's business premises, cf. Section 16. It shall be required that the monitoring has been automated and either requires brief checks or that the system notifies employee of any need for intervention.

Subsection 3. Operation of shift work on a regular basis shall cause a reduction of the working hours by 60 minutes of the shifts that are placed entirely or partially after 9 PM and before 6 AM.

Subsection 4. For shift work operated on a regular basis, the allowances may be converted to an average allowance to be added to the monthly salary. The calculation shall be based on fractions of hours.

A wish for conversion should be granted unless special conditions apply.

Section 18, Subsection 6

This is a nuisance bonus, for which no overtime pay shall be provided.

Section 20, Subsection 7

This is a nuisance allowance, to which pension contribution shall accrue, but not overtime

pay. 186

Subsection 5. If operation in shift work is interrupted by holidays or a period of sick leave, the allowance shall be calculated on the basis of the working hours, cf. however Subsection 6.

Subsection 6. An employee who has received an allowance for shift work on a regular basis extending for not less than four months shall receive the allowance during absence caused by holidays, illness, pregnancy and childbirth, as well as absence caused by recall for military service.

Section 19 Pay for working shifts and temporarily staggered working hours

Subsection 1. Monday 6 AM to Saturday 6 AM.

- a. Between 7 AM and 6 PM: no inconvenience allowance shall be provided.
- b. From 6 PM to 10 PM: provision of normal hourly rate plus a 45 per cent allowance.
- c. From 10 PM to 7 AM: : provision of normal hourly rate plus a 75 per cent allowance.

Subsection 2. From Saturday 7 AM to Monday 7 AM and on public holidays: : provision of normal hourly rate plus a 100 per cent allowance.

Subsection 3. For holidays from 7 AM until 7 AM on the following day, employees shall be paid the normal hourly rate plus a 100 per cent allowance. The employee may require the leave to replace the free time as time off in lieu of payment. The employer may, upon dialogue with the employee and the staff association or the local union representative, disallow leave to replace the free time if special concerns relating to duty, practical issues or similar warrant it.

Subsection 4. If an employee in shift work operation works on Constitution Day (*Grundlovsdag*), Christmas Eve, New Year's Eve, where these do not fall on a Saturday or Sunday, and Friday after Ascension Day, the employee shall be granted corresponding leave as compensation and a 100 per cent allowance in addition to the hourly rate.

Subsection 5. Calculation of the time for which pay accrues shall include meal breaks, where relevant (including a lunch break), if the employee is not allowed to leave the work place.

Subsection 6. For monitoring of operation, cf. Section 18, Subsection 2, special agreement on compensation may be concluded. Such agreements must be submitted to the staff association for approval. The company may bring absence of agreement before the parties to the collective agreement.

Subsection 7. The shift allowance shall be paid for the actual number of working hours encompassed by a rotation.

Subsection 8. If, in special cases, the employer orders a change of the rotation schedule for the individual employee at less than four weeks' notice, the amount shall be DKK 634 as per 1 July 2012 and DKK 640 as per 1 July 2013. If the removal of the employee back to the original rotation schedule is announced at the same time, or if the change is caused by unforeseeable events, including for instance illness, the amount shall also cover the reverse removal.

188

Section 22

Job pay may be agreed for both short-term and extended/long-term periods and projects.

188

Section 20 Allowance for phased withdrawal

Subsection 1. Employees who have worked in shift operation or permanently staggered hours for more than two years, and

- who have their working hours rescheduled to ordinary working hours at the employer's initiative,
- who transfer to other work in the company or
- who undergo these changes for health reasons documented by a medical practitioner,

shall receive the allowance received over the past 12 months in compensation of shift work/permanently staggered working hours as 2/3 of the allowance for the first six months and 1/3 of the allowance for the next six months.

Subsection 2. If changes to the scheduling of the work cause a reduction of the allowance by more than DKK 1,000 per month, the allowance shall be reduced by DKK 500 immediately, and by the remaining amount after six months.

Section 21 Pay for working temporarily staggered working hours

Subsection 1. Monday 6 AM through Saturday 6 AM:

- a. Between the hours of 7 AM and 6 PM: no extra pay shall be provided.
- b. From 6 AM to 7 AM and from 6 PM to 9 PM: normal hourly rate with an additional allowance of 45 per cent.
- c. From 10 PM to 7 AM: : provision of normal hourly rate plus a 75 per cent allowance.

Subsection 2. From Saturday 7 AM to Monday 7 AM: provision of normal hourly rate plus a 100 per cent allowance.

Section 22 Job pay – nuisance bonus

An employer and its staff association may conclude local agreements on job pay for employees whose work arrangements involve staggered hours, shift work, on-call duty and stand-by duty.

All the provisions of Chapter 3, Sections 11, 14, 17, 18, 19, 20, 21 and 22 concerning rates, etc., for these operating arrangements may be incorporated into a local agreement concerning this.

Section 23 Hour bank

Subsection 1. The hour bank is a statement of an employee's hours in credit. An account must be kept for each employee. The individual employee must have access to information on the credit balance in the hour bank account.

Subsection 2. The system must state the types of deposit and withdrawal that have been credited or debited in the employee's account.

Subsection 3. The following units must be deposited in the hour bank:

- Flexitime hours
- Care days
- Days off: seniors
- Additional work
- Overtime work

Subsection 4. The maximum balance of an hour bank account shall be 300 hours. This limit may be changed subject to individual agreement if special concerns warrant such an agreement. Such an agreement must state the desired deposit in terms of hours, the purpose of the hours saved and the time for the hours to be withdrawn. Such an agreement shall be subject to approval by the staff association, which must respond to requests for opinion on an agreement within 14 days.

Subsection 5. The employee may choose between withdrawing the credit balance in the form of pay or time off in lieu of payment, reduced working hours or leave. Payment shall be made at the end of a month, as the hours are to be paid as in the form of hourly pay at the time of disbursement. Pay shall be settled at the current hourly pay rate including pension. Hours withdrawn from the hour bank shall not be included in the calculation of the pension percentage rate pursuant to Chapter 2, Section 33, subsection 3 and Chapter 3, Section 24, subsection 3.

Subsection 6. The employer may order the employee to conclude an agreement on reducing the hours in the hour bank account when the credit balance exceeds 200 hours. The employer cannot order the employee to reduce the credit balance to less than 150 hours.

The employer's option of deciding that hours in the hour bank must be paid out shall be an exception. If the employer decides that the hours are to be paid out or the balance exceeds 300 hours without prior individual agreement pursuant to subsection 4, the sum to be paid shall be the current hourly pay rate including pension with an additional 50 per cent allowance. Hours withdrawn from the hour bank shall not be included in the calculation of the pension percentage rate pursuant to Chapter 2, Section 33, subsection 3 and Chapter 3, Section 24, subsection 3.

Subsection 7. Taking up to a total of nine days shall be agreed locally and with due consideration to the operation of the employer in the shape of care days, cf. the relevant guidelines. Taking of 10 days or more shall be taken at not less than two months' prior notice. The employer may turn down or cancel such announced absence pursuant to the provisions of the Holidays with Pay Act concerning cancellation of holidays.

Subsection 8. Employees in positions subject to notice of termination may not accrue additional hours in the hour bank and any previous credit balance must be withdrawn as far as circumstances allow. If this is not possible, the balance at the time of cessation of employment shall be paid out at the current hourly pay rate including pension. At the employee's initiative, the employer and the employee may agree that the hours in the hour bank balance should be taken in whole or in part in any period in which the employee is released from work. In connection with notice of termination, the employer shall specify the extent to which leave of absence from the hour bank balance paid out has accrued more than three months prior to the time of cessation of employment.

Section 24 Provisions concerning pension

Subsection 1. Employees in pay grades 12, 13 and 14, who have attained the age of 18, and who have three months' seniority in the insurance industry within the past ten years, shall be admitted to a pension scheme set up pursuant to special agreement between the FA and Forsikringsforbundet from the first day of the month after these conditions have been fulfilled.

For employees in pay grades 15, 16 and 17, it is solely the age criterion that must be fulfilled.

Subsection 2. For employees who have attained the age of 18, the employer shall, from 1 July 2014, pay:

- a. If the salary is less than or equal to pay grade 31, grade 5, in Chapter 2: 13.5 per cent.
- b. If the salary is higher than this, but less than or equal to pay grade 32, grade 4, in Chapter 2: 14.5 per cent.
- c. If the salary is higher than this, but less than or equal to pay grade 33, grade 4, in Chapter 2: 16 per cent.
- d. If the salary is higher: 17,5 per cent.

For part-time employees, the salary must be considered in proportion to the percentage of normal working hours stated in the employment contract of the part-time employee.

For employees born before 1 July 1955, the employer-paid contribution shall be raised as follows:

Section 24, Subsection 4

The choice of allocating a portion to salary rather than pension shall be made for a one-year period. Any change must be made at the initiative of the employee and at the earliest after one year.

Section 25, Subsection 4

The provision shall not amend the ordinary rules on termination of employees.

From the first day of the month after 50th birthday + 1.5 per cent.

From the first day of the month after 55th birthday + an additional 1.5 per cent.

In addition, pension shall accrue to nuisance bonus for working permanently staggered hours, in shift operation, working on Saturdays and working in a tele-concept. Furthermore, shall accrue to the allowance for on-call duty if the employee has received an allowance for on-call duty for a period of more than four months.

The duration of the on-call duty shall be calculated on 1 April. The employer's pension contribution shall be calculated and deposited in the person's pension scheme.

Subsection 4. The employee may choose to receive part of the pension contribution paid out as non-pensionable salary, however, subject to a maximum of 5 per cent, until the employee reaches the age of 35. However, the employer must always deposit a minimum of 10 per cent as pension contribution.

Before an employee chooses to receive part of the pension contribution paid out as salary, the employee must receive counselling on the consequences of this choice.

If an employee takes leave without salary pursuant to the Act on Leave and Benefit on Grounds of Pregnancy and Childbirth (Maternity Act), the employee shall not receive a salary, but the employer shall pay full pension contribution into the employee's pension scheme, cf. Chapter 1, Section 4.

Subsection 5. Employees who are entitled to pension contribution provided for by the collective agreement may from the first day of the month after having obtained pensionable age, cf. section 1a of the Danish Pension Tax Act, choose to receive pension contributions as a non-pensionable supplement to their pay. No holiday allowance or holiday pay accruals are calculated of pension contributions paid out.

Employees are recommended to seek advice from their pension supplier before deciding to receive pension contributions.

Section 25 Bonus allowances

Subsection 1. For employees in functions that involve quantifiable working tasks, the employer and the staff association may make an agreement on rules for payment of bonus allowance.

Subsection 2. Bonus allowance shall be calculated once a year and be pensionable. Bonus allowance shall not be included in calculations of overtime pay rates.

Subsection 3. The employer shall set the targets to be met. This may be done in connection with, for instance, office sales, telephone selling, customer service, the number of service attendances of customers in connection with answering telephones, preparing offers, processing claims, processing policies, etc., and quality.

Subsection 4. The agreement concluded between the employer and the staff association may not involve assigning personal targets to an employee that may in themselves have consequences for the person's employment relationship if the personal targets are not met. The bonus allowance may be earned on a group basis where there is a commercial basis for such an arrangement. The agreement may not disregard the pay, working hours, etc., determined by the provisions of the collective agreement.

Disputes concerning the agreement may be brought before the parties to the collective agreement.

Section 26, Subsection 1

Annual working hours in the company amount to 1865.5 timer. If the employee is to work 20 hours per week, 52 weeks yield 1040 annual working hours, which corresponds to 55.75 per cent of annual working hours.

Section 26, Subsection 6

Additional work shall be calculated on 1 April. The employer's pension contribution is calculated and deposited into the pension scheme of the employee in question.

Section 26, Subsection 7

If participation in courses /meetings is a requirement for the work performance, the employee shall be obligated to participate.

Section 26 Part-time employment

Subsection 1. Part-time employees must be employed on the basis of a percentage of the normal working hours, and the salary shall be calculated in proportion to the employee's annual salary.

Subsection 2. Where working hours are six hours or more, the employee must be ensured the right to a break.

Subsection 3. It may only be agreed as an exception that part-time employees should perform additional or overtime work.

Subsection 4. Additional work not announced by the end of normal working hours on the previous day shall be compensated as overtime work in accordance with the rules in Sections 10 and 11.

Subsection 5. For additional work performed on Monday through Friday within normal daily working hours as daytime work, cf. Section 7, no allowance shall be provided in addition to the normal hourly rate.

If the employee's day off falls on a holiday provided for by the collective agreement – Monday to Friday – corresponding leave shall be granted as compensation.

The hours shall be deposited in the hour bank.

Subsection 6. If a part-time employee performs additional work, the employer shall provide holiday pay to the amount of 12 per cent of the pay for the additional work, and pension contribution. The calculation shall not include additional work compensated through time off in lieu of payment.

The holiday pay shall be disbursed together with the special holiday allowance in the subsequent year.

Subsection 7. A part-time employee participating in courses/meetings shall receive the same payment as a full-time employee participating in courses/meetings on corresponding terms.

Subsection 8. The parties recommend to the employers to accommodate requests for part-time employment unless special concerns relating to service, practical issues or similar make it inexpedient. The extent of the part-time employment must amount to not less than eight hours per week. Part-time employment may, in principle, not impair the employee's development opportunities in the company.

Section 27 Meetings

'Meetings' shall refer to the professional part of after-closing-time-meetings, departmental meetings, information meetings and annual meetings.

Meetings at which attendance is voluntary shall not qualify for compensation for extra time, and no compensation shall be provided for any increased transport time.

Meetings at which attendance is compulsory qualify for compensation for extra time pursuant to the provisions of the collective agreement concerning working hours.

For increased transport time, compensation shall be provided for additional time by 1:1.

Prior to the meeting, it must always be communicated to the employee whether attendance of the meeting is voluntary or compulsory.

Section 26, Subsection 1

Annual working hours in the company amount to 1865.5 timer. If the employee is to work 20 hours per week, 52 weeks yield 1040 annual working hours, which corresponds to 55.75 per cent of annual working hours.

Section 26, Subsection 7

If participation in courses/meetings is a requirement for the work to be performed, the employee shall be subject to the obligation to participate.

Section 26, Subsection 8

The right to part-time employment for up to one year shall not apply to employees who are already working a reduced number of hours.

Section 26 Part-time employment

Subsection 1. Part-time employees must be employed on the basis of a percentage of the normal working hours, and the salary shall be calculated in proportion to the employee's annual salary.

Subsection 2. Where working hours are six hours or more, the employee must be ensured the right to a break.

Subsection 3. It may only be agreed as an exception that part-time employees should perform additional or overtime work. Additional and overtime work must, as a main rule, be compensated in the form of time off in lieu of payment, and this may be demanded by the employee as well as by the employer.

Subsection 4. Additional work not announced by the end of normal working hours on the previous day shall be compensated as overtime work in accordance with the rules in Section 10.

Subsection 5. For additional work performed on Monday through Friday within normal daily working hours as daytime work, cf. Section 7, no allowance shall be provided in addition to the normal hourly rate.

Subsection 6. If a part-time employee performs additional work, the employer shall provide holiday pay to the amount of 7 per cent of the pay for the additional work, and pension contribution. The holiday pay shall be disbursed together with the special holiday allowance in the subsequent year.

Subsection 7. A part-time employee participating in courses/meetings shall receive the same payment as a full-time employee participating in courses/meetings on corresponding terms.

Subsection 8. The parties recommend to the employers to accommodate requests for part-time employment unless special concerns relating to service, practical issues or similar make it inexpedient. The extent of the part-time employment must amount to not less than eight hours per week. Part-time employment may, in principle, not impair the employee's development opportunities in the company.

The employer may solely turn down a request for transfer to part-time employment where the employer can demonstrate special operational problems arising as a consequence of the part-time employment. This shall mean operational units which, due to their modest size or geographical location, would be especially affected if the employee transfers to part-time employment.

If a request for part-time employment is turned down, the staff association may demand negotiation with the employer.

Subsection 9. The parties recommend to the employers to accommodate requests for part-time employment unless special concerns relating to service, practical issues or similar make it inexpedient. The extent of the part-time employment must amount to not less than eight hours per week. Part-time employment must, in principle, not impair the employee's possibilities for development in the company.

Section 27 Meetings

'Meetings' shall refer to the professional part of after-closing-time-meetings, departmental meetings, information meetings and annual meetings.

Meetings at which attendance is voluntary shall not qualify for compensation for extra time, and no compensation shall be provided for any increased transport time.

Meetings at which attendance is compulsory qualify for compensation for extra time pursuant to the provisions of the collective agreement concerning working hours.

For increased transport time, compensation shall be provided for additional time by 1:1.

Prior to the meeting, it must always be communicated to the employee whether attendance of the meeting is voluntary or compulsory.

201

Protocol concerning current provisions remaining in force

1. The parties agree that special provisions, protocols, etc., that have been concluded between the FFO and the DFL at the inclusion of employers in the FFO shall remain in force, cf., however, the remark to Section 7, Subsection 2.
2. Where the protocols, etc., contain provisions on salaries, rates, etc., these shall be updated as agreed concerning salaries pursuant to the collective agreement, unless otherwise provided by the protocol.

Provision concerning transition

Employees who are in an agreed course of seniority pursuant to previous collective agreements shall remain so until expiry.

201

202

Protocol concerning guidelines for determination of salary for insurance surveyors/loss adjusters and similar employee categories and for principal administrative officers, specialists and similar employee groups as well as IT staff

Pay determined and adjusted

The employer shall determine and, where relevant, adjust the salary. If the employee and the employer disagree on the determination of the salary, the employer must provide reasons concerning the determination of the salary in writing at the employee's request.

Disputes may be negotiated between the employer and the staff association and/or between the FA and the DFL.

Salary determination and adjustment shall take place on the basis of systematic assessment

The systematic assessment must include an assessment of the working tasks to be performed, as well as an assessment of the employee's personal qualifications, for instance performance, independence, initiative, ability to cooperate and stability.

Salary determination and adjustment shall take place on the basis of specific agreement between the employer and the employee

This also involves a dialogue between the manager and the employee. This requires an interview between the manager and the employee. The employee shall be informed of the assessment during such an interview. It is recommended that managers should receive training in conducting these interviews.

Union representatives/staff association (principal administrative officers and insurance surveyors/loss adjusters) shall be informed of extraordinary pay increases

This applies to all extraordinary pay increases, regardless of whether it is an extraordinary salary allowance or an extraordinary percentage adjustment. Pay increases implemented on the basis of general and agreed percentage pay increases and pay increases that follow automatically from a "shadow" ("skygge") shall be exempt.

The salary shall be reviewed at least once every year

This shall not mean that the pay review automatically leads to an adjustment of the employee's pay. This depends entirely on the assessment of the matters relating to the individual employee. It merely means that the assessment, and hence the interview between the manager and the employee must take place at least once every year.

205

Minimum salary in the IT area

| Pay grade | 1 July 2012* | | 1 July 2013* | |
|-----------|--------------|-----------|--------------|-----------|
| | Pay/year | Pay/month | Pay/year | Pay/month |
| 12 | 267,100 | 22,258 | 269,800 | 22,483 |
| 13 | 286,300 | 23,833 | 288,900 | 24,075 |
| 14 | 322,300 | 26,858 | 325,500 | 27,125 |
| 15 | 374,600 | 31,217 | 378,300 | 31,525 |
| 16 | 374,600 | 31,217 | 378,300 | 31,525 |
| 17 | 423,400 | 35,283 | 427,600 | 35,633 |

*) Minimum pay raised by 1 per cent

205

206

CHAPTER 4

Insurance surveyors/loss adjusters and similar employee categories

Page

Protocol on salary, working hours and special matters relating to insurance surveyors/loss adjusters and similar employee categories..... 209

Protocol on guidelines for determination of salary for insurance surveyors/loss adjusters and similar employee categories and for principal administrative officers, specialists and similar employee groups as well as IT staff 215

Remarks

Section 1

The parties agree that the provisions of Chapter 4 concerning insurance surveyors/loss adjusters and Chapter 5 on principal administrative officers, etc., shall be minimum provisions, which in future may not be deviated from to the detriment of employees under local collective agreements or agreements.

The parties agree that local special agreements concluded prior to 1 April 2012 that deviate from the minimum entitlements specified in the protocols may remain in force.

Typical job titles may include: motor claims assessor, building claims assessor, property claims assessor, personal property claims assessor, security consultant, claims consultant, etc.

Section 2

Chief consultants, chief loss adjusters and similar employee categories with corresponding areas of responsibility and competence, whose main working tasks do not consist of assessing claims as such, but who are primarily engaged in management functions, shall not be covered by Chapter 1 or this protocol.

It is thus not possible to raise demands pursuant to the collective agreement for the employee categories in question. Special employment agreements may be made for these employee categories.

The provisions on pay dialogue, etc., shall not apply to employees who transferred to a standard pay system as per 1 July 1997 or subsequently, or who are hired under a standard pay system.

Section 2, Subsection 3

The systematic assessment must include an assessment of the working tasks to be performed, as well as an assessment of the employee's personal qualifications, for instance performance, independence, initiative, ability to cooperate and stability.

Protocol on salary, working hours and special matters relating to insurance surveyors/loss adjusters and similar employee categories

Section 1 Employee categories

The protocol shall cover loss adjusters and similar employee categories. Loss adjusters are employees performing assessment, survey and valuation.

Section 2 Pay/salary

Subsection 1. The annual salary for full -time employment shall amount to not less than DKK 361,500 as per 1 July 2012 and DKK 365,100 as per 1 July 2013.

The salary shall be reviewed at least once every year.

Subsection 2. The employee shall be ensured salary increases at the following percentage rates agreed between the FA and the DFL:

1 July 2012: 1 per cent

1 July 2013: 1 per cent

Other pay rate adjustments, etc., shall be introduced as per 1 July 2012.

Subsection 3. The salary shall be determined and adjusted on the basis of systematic assessment upon specific agreement between the employer and the employee. This also involves a dialogue between the manager and the employee. The employee shall be informed of the assessment. Union representatives/staff association shall be informed of extraordinary pay increases.

Subsection 4. If the employee and the employer disagree on the determination of the salary, the employer must provide reasons concerning the determination of the pay in writing at the employee's request.

Disputes may be negotiated between the employer and the staff association and/or between the FA and the DFL.

If the parties are unable to reach agreement through these negotiations, the dispute may be brought before an arbitration tribunal, cf. the Agreement on Rules for Settlement of Industrial Disputes.

Section 3, Subsection 1

Employers that apply requirement for higher seniority shall be entitled to maintaining this requirement without change.

Section 3, Subsection 2

The choice of allocating a portion to salary rather than pension is made for a one-year period. Any change must be made at the initiative of the employee and, at the earliest, after one year.

Section 4

Raising the number of working hours, cf. Chapter 2, Section 13, shall cause a salary increase of 2.8 per cent.

Local agreement may be concluded to the effect that insurance surveyors /loss adjusters, principal administrative officers/specialists and similar employee categories may be included in the hour bank scheme.

Section 3 Provisions concerning pension

Subsection 1. The employee shall be admitted to a pension scheme within three months' employment in the company.

The employer shall provide a pension contribution of not less than 17.5 per cent of the salary.

The employer contribution specified above shall be raised at this rate:

From the first day of the month after 50th birthday + 1.5 per cent.

From the first day of the month after 55th birthday + an additional 1.5 per cent.

In addition, pension shall accrue to nuisance bonus for working permanently staggered hours, in shift operation, working on Saturdays and working in a tele-concept. Furthermore, pension shall accrue to the allowance for on-call duty if the employee has received an allowance for on-call duty for a period of more than four months.

The duration of the on-call duty shall be calculated on 1 April. The employer's pension contribution shall be calculated and deposited in the person's pension scheme.

Subsection 2. The employee may choose to receive part of the pension contribution paid out as non-pensionable salary, however, subject to a maximum of 5 per cent, until the employee reaches the age of 35.

Before an employee chooses to receive part of the pension contribution paid out as salary, the person must receive counselling on the consequences of this choice.

If an employee takes leave without salary pursuant to the Act on Leave and Benefit on Grounds of Pregnancy and Childbirth (Maternity Act), the employee shall not receive a salary, but the employer shall pay full pension contribution into the employee's pension scheme.

Section 4 Provisions concerning working hours

Subsection 1. Efforts should be made to ensure that the effective annual working hours do not exceed the working hours that apply to the employer/industry.

Subsection 2. Overtime work ordered should be limited insofar as possible, and subsequently efforts should be made to settle such overtime work to the necessary extent.

Subsection 3. The following provisions apply to employees who do not structure their work independently and who are ordered to work overtime hours not settled:

a. Overtime work ordered within the employee's personal work area is compensated with the addition of:

1. 75 per cent for the first three overtime hours per day in continuation of normal working hours, Monday through Friday
2. 150 per cent for other and subsequent overtime hours
3. 150 per cent for overtime work performed between 12 midnight and 6 AM
4. 150 per cent for overtime work performed on Saturdays, Sundays and holidays

Time is calculated on the basis of half hours or parts of half hours. Overtime work compensated in cash is paid at the next salary disbursement. If the employee wants a break between normal working hours and overtime work, payment is in accordance with item 1 above. If the employer wants a break between normal working hours and overtime work, payment is in accordance with item 2 above.

If overtime work has been paid at a higher rate, the rate will not be reduced for continued overtime work.

b. In case of overtime or additional work in connection with project work, an agreement on any separate remuneration for such work must be made in advance.

Subsection 4. Employees who structure their work independently are not paid for additional work, provided that additional work was taken into account when their pay was fixed. The amount of the compensation must be stated for employees employed or appointed on 1 April 2005 or later. The compensation for independent work structuring is pensionable.

Subsection 5. For employees who do not structure their work independently, average weekly working hours may not exceed 48 hours including overtime work over a 13-week period.

Subsection 6. If the employer and the staff association agree that employees under part 5 are included in the hour bank, cf. part 2, section 30, those provisions replace the above section 4, subsection 3, para. A. In that case, overtime hours are deposited in the employee's account in the hour bank.

Section 5 Other provisions concerning working hours

In addition, the provisions of Chapter 2, Sections 15, 29, 31 and 32 shall apply.

Section 6, Subsection 1

The parties to the collective agreement recommend that the local parties should address the insurance issues involved for insurance surveyors/ loss adjusters who keep their office at their residence.

Section 6, Subsection 5

That is, the coverage of actual operating costs may not be offset.

Section 6 Car scheme, etc.

Subsection 1. The parties to the collective agreement agree that provisions, where relevant, on car scheme, office facility arrangements, telephone arrangement, etc., for insurance surveyors/ loss adjusters shall be determined locally.

Subsection 2. If the parties are unable to reach agreement on renewal of a local agreement on these matters, where relevant, the issue may be brought before the organisations.

Subsection 3. Disagreement on the interpretation of such a local agreement may be brought before an arbitration tribunal pursuant to the Agreement on Rules for Settlement of Industrial Disputes.

Subsection 4. The local parties may serve notice of termination of any agreement concerning car scheme, office facility arrangements, telephone arrangement, etc., for insurance surveyors/ loss adjusters, for final discontinuation at the end of the period of a collective agreement.

Subsection 5. If, considered as a whole, improvements are made to car scheme, office facility arrangements, telephone arrangement, etc., for insurance surveyors/ loss adjusters, the company may deduct these changes from general pay increases, etc., where relevant.

Protocol on guidelines for determination of salary for insurance surveyors/loss adjusters and similar employee categories and for principal administrative officers, specialists and similar employee groups, as well as IT staff

Salary determined and adjusted

The employer shall determine and, where relevant, adjust the salary. If the employee and the employer disagree on the determination of the salary, the employer must provide reasons concerning the determination of the pay in writing at the employee's request.

Disputes may be negotiated between the employer and the staff association and/or between the FA and the DFL.

Salary determination and adjustment shall take place on the basis of systematic assessment

The systematic assessment must include an assessment of the working tasks to be performed, as well as an assessment of the employee's personal qualifications, for instance performance, independence, initiative, ability to cooperate and stability.

Salary determination and adjustment shall take place on the basis of specific agreement between the employer and the employee

This also involves a dialogue between the manager and the employee. This requires an interview between the manager and the employee. The employee shall be informed of the assessment during such an interview. It is recommended that managers should receive training in conducting these interviews.

Union representatives/staff association (principal administrative officers and insurance surveyors/loss adjusters) shall be informed of extraordinary salary increases

This applies to all extraordinary pay increases, regardless of whether it is an extraordinary salary allowance or an extraordinary percentage adjustment. Pay increases implemented on the basis of general and agreed percentage pay increases and pay increases that follow automatically from a "shadow" (*skygge*) shall be exempt.

217

The salary shall be reviewed at least once every year

This shall not mean that the pay review automatically leads to an adjustment of the employee's pay. This depends entirely on the assessment of the matters relating to the individual employee. It merely means that the assessment, and hence the interview between the manager and the employee must take place at least once every year.

217

218

CHAPTER 5

Principal administrative officers, specialists and similar employee categories

Page

| | | |
|--|-----|----------|
| Protocol on salary, working hours and special matters relating to principal administrative officers, specialists and similar employee categories..... | 221 | Protocol |
| on guidelines for determination of salary for insurance surveyors/loss adjusters and similar employee categories and for principal administrative officers, specialists and similar employee groups as well as IT staff..... | 227 | |

Remarks to

Section 1

The parties agree that the provisions of Chapter 4 concerning insurance surveyors/loss adjusters and Chapter 5 on principal administrative officers, etc., shall be minimum provisions, which in future may not be deviated from to the detriment of employees under local collective agreements or agreements.

The parties agree that local special agreements concluded prior to 1 April 2012 that deviate from the minimum entitlements specified in the protocols may remain in force.

Typical job position titles may include: principal administrative officer, specialist, consultant, etc.

Section 2

Assistant directors/heads of department, senior officers and similar employee categories with corresponding areas of responsibility and competence, whose main working tasks do not consist of assessing claims as such, but who are primarily engaged in management functions, shall not be covered by Chapter 2 or this protocol.

It is thus not possible to raise demands under the collective agreement for the employee categories in question. Special employment agreements may be made for these employee categories.

The provisions on pay dialogue, etc., shall not apply to employees who transferred to a standard pay system as per 1 July 1997 or subsequently, or who are hired under a standard pay system.

Section 2, Subsection 3

The systematic assessment must include an assessment of the working tasks to be performed, as well as an assessment of the employee's personal qualifications, for instance performance, independence, initiative, ability to cooperate and stability.

Protocol on salary, working hours and special matters relating to principal administrative officers, specialists and similar employee categories

The protocol shall cover principal administrative officers, specialists and similar employee categories.

Section 1 Employee categories

The protocol shall cover principal administrative officers, specialists and similar employee categories.

The employee categories specified above perform office work and/or administrative case processing and the related management and auxiliary functions or specialist work.

Section 2 Pay/salary

Subsection 1. The annual salary for full -time employment shall amount to not less than DKK 361,500 as per 1 July 2012 and DKK 365,100 as per 1 July 2013.

The salary shall be reviewed at least once every year.

Subsection 2. The employee shall be ensured salary increases at the following percentage rates agreed between the FA and the DFL:

1 July 2012: 1 per cent

1 July 2013: 1 per cent

Other pay rate adjustments, etc., shall be introduced as per 1 July 2012.

Subsection 3. The salary shall be determined and adjusted on the basis of systematic assessment upon specific agreement between the employer and the employee. This also involves a dialogue between the manager and the employee. The employee shall be informed of the assessment. Union representatives/staff association shall be informed of extraordinary pay increases.

Subsection 4. If the employee and the employer disagree on the determination of the salary, the employer must provide reasons concerning the determination of the salary in writing at the employee's request.

Section 3

Employers that apply requirement for higher seniority shall be entitled to maintaining this requirement without change.

Section 3, Subsection 2

The choice of allocating a portion to salary rather than pension is made for a one-year period. Any change must be made at the initiative of the employee and at the earliest after one year.

Section 4, Subsection 1

Amendment of the number of effective annual working hours, cf. Chapter 2, Section 13, subsection 2.

Disputes may be negotiated between the employer and the staff association and/or between the FA and the DFL.

If the parties are unable to reach agreement through these negotiations, the dispute may be brought before an arbitration tribunal, cf. the Agreement on Rules for Settlement of Industrial Disputes.

Section 3 Provisions concerning pension

Subsection 1. The employee shall be admitted to a pension scheme at employment/appointment.

The employer shall provide a pension contribution of not less than 17.5 per cent of the salary.

The employer contribution specified above shall be raised at this rate:

From the first day of the month after 50th birthday + 1.5 per cent.

From the first day of the month after 55th birthday + an additional 1.5 per cent.

In addition, pension shall accrue to nuisance bonus for working permanently staggered hours, in shift operation, working on Saturdays and working in a tele-concept. Furthermore, pension shall accrue to the allowance for on-call duty if the employee has received an allowance for on-call duty for a period of more than four months.

The duration of the on-call duty shall be calculated on 1 April. The employer's pension contribution shall be calculated and deposited in the person's pension scheme.

Subsection 2. The employee may choose to receive part of the pension contribution paid out as non-pensionable salary, however subject to a maximum of 5 per cent, until the employee reaches the age of 35.

Before an employee chooses to receive part of the pension contribution paid out as salary, the person must receive counselling on the consequences of this choice.

If an employee takes leave without salary pursuant to the Act on Leave and Benefit on Grounds of Pregnancy and Childbirth (Maternity Act), the employee shall not receive a salary, but the employer shall pay full pension contribution into the employee's pension scheme.

Section 4 Provisions concerning working hours

Subsection 1. Efforts should be made to ensure that the effective annual working hours do not exceed the working hours that apply to the employer/industry.

Subsection 2. Additional work should be limited to the greatest extent possible and endeavours should subsequently be made to settle this to the extent necessary.

Section 4, Subsection 4

Employees who structure their work independently shall have, by virtue of their job function, influence on the execution of the work, the implementation of the projects and influence on the time scheduling and implementation of work assignments and/or projects. Employees who structure their work independently must, on terms equal with employees who do not structure their work independently, participate in meetings, training and departmental/group-related activities, for instance, team building and workshops. Outside these obligations, the employee himself or herself shall plan the placing of working hours with due consideration to the execution/completion of the work assignments.

The use of independent structuring of work requires, simultaneously, the relevant pay grade placement, that the employee in question has independent structuring of work, and that this is taken into account at the determination of pay. The compensation may also be granted in the form of leave, for instance an additional week's holidays.

Employees who structure their work independently shall not be subject to any rules concerning fixed time, where relevant.

Employees who structure their work independently shall have the same annual norm as other employees who do not structure their work independently. Manager and employee alike should endeavour to ensure that the effective working hours do not exceed this norm. If the effective working hours exceed the norm by a significant amount, the employee shall be entitled to dialogue with the manager. The dialogue must include a discussion of the reason for the extraordinary work situation, including underlying reason why there has been no adjustment of the working hours over the period, planning in relation to future work assignments and, where relevant, honouring of the past period as well as the coming period.

Local agreement may be concluded to the effect that insurance surveyors /loss adjusters, principal administrative officers/specialists and similar employee categories may be included in the hour bank scheme.

Subsection 3. The following shall apply to employees without independent structuring of their work concerning additional work not settled:

- a. Additional work ordered within the employee's personal working area shall be compensated with the addition of:
 1. 75 per cent for the first three additional working hours per day extending normal working hours, Monday through Friday.
 2. 150 per cent for subsequent additional working hours
 3. 150 per cent for additional work performed between 12 midnight and 6 AM
 4. 150 per cent for additional work performed on Saturdays, Sundays and holidays

The calculation shall include half hours begun. Additional work to be compensated by payment shall be disbursed in connection with the next salary disbursement. If the employee wants a break between normal working hours and overtime work, time off shall be provided pursuant to 1. If the employer wants a break between normal working hours and overtime work, time off shall be provided pursuant to 2.

If additional work has been compensated at a higher hourly rate, the rate shall not be reduced in connection with continued additional work.

- b. Additional work in connection with project work shall require prior agreement concerning any separate remuneration for this.

Subsection 4. Employees who structure their work independently shall not receive compensation for additional work when the determination of salary has taken this into account. For employees employed or appointed on 1 April 2005 or later, the size of the compensation shall be indicated. Pension contribution shall accrue to compensation for independent structuring of work.

Subsection 5. Employees who do not structure their work independently, the average weekly working hours may not exceed 48 hours, including overtime work, over a 13-week period.

Subsection 6. If an employer and a staff association agree that employees subject to Chapter 5 shall be included in the hour bank scheme, cf. Chapter 2, Section 30, these provisions shall replace Chapter 4, Sections 3 and 4 above. Hours of additional work shall be deposited into the employee's account in the hour bank.

Section 5 Other provisions concerning working hours

In addition, the provisions of Chapter 2, Sections 15, 29, 31 and 32 shall apply.

Protocol on guidelines for determination of salary for insurance surveyors/loss adjusters and similar employee categories and for principal administrative officers, specialists and similar employee categories, as well as IT staff

Salary determined and adjusted

The employer shall determine and, where relevant, adjust the salary. If the employee and the employer disagree on the determination of the salary, the employer must provide reasons concerning the determination of the pay in writing at the employee's request.

Disputes may be negotiated between the employer and the staff association and/or between the FA and the DFL.

Salary determination and adjustment shall take place on the basis of systematic assessment

The systematic assessment must include an assessment of the working tasks to be performed, as well as an assessment of the employee's personal qualifications, for instance performance, independence, initiative, ability to cooperate and stability.

Salary determination and adjustment shall take place on the basis of specific agreement between the employer and the employee

This also involves a dialogue between the manager and the employee. This requires an interview between the manager and the employee. The employee shall be informed of the assessment during such an interview. It is recommended that managers should receive training in conducting these interviews.

Union representatives/staff association (principal administrative officers and insurance surveyors/loss adjusters) shall be informed of extraordinary pay increases

This applies to all extraordinary salary increases, regardless of whether it is an extraordinary salary allowance or an extraordinary percentage adjustment. Salary increases implemented on the basis of general and agreed percentage pay increases and pay increases that follow automatically from a "shadow" ("skygge") shall be exempt.

229

The salary shall be reviewed at least once every year

This shall not mean that the pay review automatically leads to an adjustment of the employee's pay. This depends entirely on the assessment of the matters relating to the individual employee. It merely means that the assessment, and hence the interview between the manager and the employee, must take place at least once every year.

229

230

CHAPTER 6

Special provisions concerning alarm centres

| | Page |
|--|-------------|
| General remarks..... | 233 |
| Chapter 2, Section 13, Working hours | 235 |
| Chapter 2, Section 25, Shift work | 237 |
| Chapter 2, Section 26, Payment for shift work and temporarily staggered working hours..... | 239 |
| Chapter 2, Section 28, Subsection 2, Allowance for phased withdrawal | 241 |
| Distribution of work on holidays and Section 15-days | 243 |
| 231 | |
| 232 | |

Special provisions concerning alarm centres

This protocol shall apply solely to employees working at an alarm centre, where these employees receive nuisance bonus and have been employed for shift work.

The protocol shall not apply to employees working at an alarm centre where these employees solely perform their work duties within normal daily working hours and do not receive a nuisance bonus, cf. Section 26 Subsection 6.

The following amendments have been agreed to the text of the Collective Agreement:

233

234

The following shall apply in Chapter 2, Section 13, Working hours

Reduction of the effective working hours:

The annual effective working hours for full-time employees subject to the special provisions concerning alarm centres shall be reduced by 81 hours per employee per year, where the applicable annual norm is 1,865.5 hours (employees with 1924 annual normal working hours shall have the number reduced by 83.5 hours).

Part-time employees shall have the number of annual effective working hours reduced in proportion to the percentage defining their part-time working hours.

The reduction of effective working hours shall apply to all employees included under the special provisions concerning alarm centres, regardless of whether they work on the days that that would trigger compensatory time off or not.

The reduction shall replace compensatory time off.

The reduction of annual effective working hours shall be calculated proportionally for employees employed during periods shorter than one calendar year. The proportional calculation shall comply with local agreements on the distribution of working hours.

The following shall apply in Chapter 2, Section 25, Shift work

For employees working on shifts at alarm centres pursuant to Section 25, subsection 3, of the Collective Agreement, the night period shall be defined as the hours between 11 PM and 6 AM.

For regular shift work at alarm centres, the annual effective working hours shall be reduced by 60 minutes during the shifts entirely or partially placed after 11 PM and 6 AM.

The following shall apply in Chapter 2, Section 26, Pay for shift work and temporarily staggered hours:

Section 26, subsection 1:

Monday 6 AM to Saturday 6 AM.

- a. Between 7 AM and 6 PM, no additional allowance provided.
- b. From 6 AM to 7 AM and from 6 PM to 10 PM: normal hourly rate with an additional allowance of 45 per cent.
- c. From 10 PM to 6 AM: normal hourly rate with an additional allowance of 75 per cent.

Section 26, subsection 2:

Saturday 7 AM – Monday 6 AM.: normal hourly rate with an additional allowance of 100 per cent.

Section 26, subsection 3:

On holidays between 6 AM until 6 AM the following day: normal hourly rate.

On holidays that are not Saturday or Sunday: normal hourly rate with an additional allowance of 100 per cent.

Section 26, subsection 4:

Constitution Day (*Grundlovsdag*), Christmas Eve, New Year's Eve and Friday after Ascension Day shall be entire days off. If an employee in shift work operation works on Constitution Day (*Grundlovsdag*), Christmas Eve, New Year's Eve, where these do not fall on a Saturday or Sunday, and Friday after Ascension Day, the employee shall be paid normal hourly rate with an additional allowance of 100 per cent.

Section 26, subsections 3 and 4:

Where these holidays fall on a Saturday or Sunday, the employee shall be paid an additional allowance of 100 per cent for working on a Saturday or Sunday.

241

**The following shall apply in Chapter 2, Section 28, Subsection 2,
Phased withdrawal:**

Employees working shifts at alarm centres shall be exempt from the provision of Section 28, subsection 2, on phased withdrawal through changes to the schedule of work. Changes to the schedule of work or changes to roster plans shall be made at the notice provided by the Danish Salaried Employees Act.

241

242

243

The distribution of work on holidays and Section-15 days:

The FA and the DFL have agreed that the distribution of work on holidays and Section-15 days shall be agreed locally so as to achieve an even impact.

Entry into force:

These provisions concerning alarm centres shall enter into force as per 1 January 2011.

243

244

Chapter 7

Agreements and protocols for local application between employers and staff association

| | Page |
|---|-------------|
| Agreement concerning union representatives..... | 247 |
| Items to be discussed in connection with the annual interview | 261 |
| Agreement concerning educational contributions | 263 |
| Agreement concerning mutual consultations and cooperation..... | 265 |
| Agreement concerning staff satisfaction and the psychological working environment | 281 |
| Guidelines concerning matters relating to cooperation..... | 287 |
| Proposal for rules of procedure | 303 |
| Protocol concerning enterprises associated with the insurance industry..... | 307 |
| Protocol concerning seniors | 309 |
| Protocol concerning the implementation of EU directives..... | 309 |
| Protocol concerning distance work..... | 311 |
| Agreement concerning rest hours, etc., in connection with distance work | 319 |
| Protocol concerning the structure of the area of special agreements | 321 |
| Framework agreement concerning corporate agreements..... | 323 |

Agreement concerning union representatives between the FA and the DFL

Section 1 Purpose

The Danish Employers' Association for the Financial Sector (FA) and Danske Forsikringsfunktionærers Landsforening (DFL) have concluded the following agreement for the purpose of determining the framework for the work of the DFL union representatives. The union representatives and management have a common task in handling the interests of the employees as well as the employer. The cooperation must be based on open dialogue and mutual trust.

Section 2 Scope

Subsection 1. This agreement shall comprise:

- Members of the DFL executive committee
- Members of the boards of DFL staff associations, cf. Section 4
- Other union representatives

Subsection 2. The DFL shall inform the employers of the members elected to serve on the DFL executive committee. The staff association shall inform the employer of members elected to serve on the committee of the staff association or as other union representatives, cf. Section 4.

Section 3 The tasks of union representatives

Subsection 1. The union representative is to serve as spokesperson for staff association members with due regard also to the interests of the employer.

Subsection 2. The union representative shall be the liaison between employees and the employer/unit management and is to contribute to maintaining and promoting orderly and well-functioning cooperation.

Subsection 3. The union representative and the employer/unit management shall be mutually obligated to inform the other of matters relating to the employer/unit that must be assumed to be or to become of importance for matters relating to the work or personnel, including information on hiring, redundancy and rotation of employees.

Subsection 4. Information concerning changes in the unit that must be assumed to be or to become of importance for matters relating to employees' working conditions must be communicated to the union representative as early as possible and with allowance for due opportunity for the presentation of opinions prior to the implementation.

Subsection 5. Joint consultations between the management of the unit and the union representative shall take place at the request of either party.

Subsection 6. The union representative shall represent union members and may, in situations when an employee so requests, submit enquiries, complaints or recommendations to management. If the union representative finds a management decision unsatisfactory, the representative may request that the matter should be handled by the executive committee of the staff association.

Subsection 7. If the matter concerns only one member or individual members of the DFL, the member or members shall themselves present the case before the unit management or its representative. They may, however, also request that the presentation should be made by the union representative. The management of the employer/unit may always contact the individual member direct. In case the matter is concerned with notice of termination of employment, the union representative must be present from the start of the dialogue. The member shall be allowed subsequently to make a written request to the union representative to leave the room. In cases of a written warning or immediate dismissal, the company must offer to call in the union representative.

Subsection 8. When the employer call a union member in for an interview concerning illness, the company must, at the same time, offer to call in the union representative to be present at the interview.

The union representative must as far as possible be informed 24 hours before the interview.

Subsection 9. The union representative must have the opportunity for relevant professional training on a running basis. This also apply in cases where the union representative changes jobs while serving as union representative.

Section 4 Election and eligibility of union representatives

Subsection 1. The staff associations of the DFL shall organise and implement elections of union representatives.

Subsection 2. The union representative must be elected from among members of the DFL with recognised skills and experience and insight into matters relating to the employer, and such persons must normally have been employed for not less than six months at the time of the election. Trainees and employees in job positions subject to notice of termination shall not be eligible for the office of union representative.

Subsection 4. The protected status of the union representative shall take effect at the time when the employer receives notification in writing from the staff association of the outcome of the election.

Subsection 5. The employer may, within four weeks subsequent to such notification, take up negotiations with the staff association with a view to limiting the number of union representatives with protected status, in case the number exceeds a locally agreed or normal level in the insurance industry.

Subsection 6. If the parties fail to reach agreement through local negotiations, the matter shall be negotiated between the FA and the DFL, and if these negotiations fail to produce agreement, the matter shall be brought before an arbitration tribunal, cf. Agreement on Rules for Settlement of Industrial Disputes.

Subsection 7. The employer may further submit disapproval of persons elected as union representatives in writing to the staff association and with a copy to the DFL and the FA, so that the notice of disapproval has been received not later than four weeks after the receipt of the written notification from the staff association of the outcome of the election.

Subsection 8. In case of a dispute pursuant to Subsection 7, the matter shall be negotiated between the FA and the DFL, and if these negotiations fail to produce agreement, the matter shall be brought before an arbitration tribunal, cf. Agreement on Rules for Settlement of Industrial Disputes.

Subsection 9. If a union representative has expected absence of more than three months, for instance due to illness, leave, training/further education or similar, the employer and the staff association may agree to appoint a deputy for the union representative according to the need. A deputy thus appointed shall have the same protected status as the elected union representative during the period when the person serves as union representative.

Section 5 Protected status of union representatives

Subsection 1. The protected status of union representatives shall encompass the union representatives specified in Section 2, subsection 1.

Subsection 2. Determination of the salary and targets of the union representative must take due consideration of the fact that the union representative spends part of his or her time on union work and thus has less time available for ordinary work. The same shall apply to bonus agreements. Where there is a bonus agreement, there must also be a written agreement on the objective and bonus targets.

Subsection 3. The function of union representative may, upon agreement between the employer and the staff association, qualify for a special function allowance.

If 50 per cent or more of the union representative's time is dedicated to union work, the person must be granted an interview concerning placement in salary bracket or a function allowance.

Subsection 4. Termination of a union representative must be based on substantial reasons. Negotiations must take place prior to redundancy between the organisations, unless the union representative is guilty of matters so grave that they warrant immediate dismissal.

Subsection 5. If the employer, subsequent to negotiations between the organisations, maintains the opinion that termination is necessary, the DFL may refer the dispute to hearing before an arbitration tribunal, cf. Agreement on Rules for Settlement of Industrial Disputes.

Subsection 6. If termination of the union representative is not based on substantial causes, the employer must provide a compensation. The computation of the compensation shall take due consideration of the age and seniority of the union representative and the other circumstances relating to the case. In special circumstances, the union representative's future employment opportunities shall also be taken into consideration. The amount of the compensation shall be determined so as to correspond to not less than 12 months' salary.

Subsection 7. If a union representative is terminated on the basis of matters relating to the employer, where the place of employment is moved to another geographical location or the work is discontinued, the union representative shall be provided with a notice that ensures the continued function of the person in question as union representative during the closing-down period.

Subsection 8. The employer may without prior negotiations between the organisations pursuant to subsection 4 discuss a contemplated relocation with the affected union representative, unless the relocation means that the union representative is moved out of his or her election area.

Section 6 The work of union representatives

Subsection 1. The work of the union representative, cf. Sections 8 and 9, including meetings with the staff association executive committee, may be performed during working hours. However, this should be done so as to cause as little nuisance as possible to the company.

Subsection 2. Where a union representative works on rotation, changing duty or shifts, the employer and the staff association shall agree on the way in which activities taking place during periods or weeks off and for which absence is provided pursuant to this agreement are to be included in the calculation of working hours.

Subsection 3. Union representatives in part-time employment shall be compensated as full-time employees in relation to the activities that take place at times when the union representative is normally off duty under the part-time employment, subject to the condition that the activity has been called by the employer or absence with pay has been provided pursuant to this agreement.

Subsection 4. If, in order to fulfil the union obligations, the union representative must be absent from his or her work, this must take place upon prior agreement with the manager of the unit or the deputy. If the union representative must leave the work without having been able to obtain such prior agreement with the manager/deputy, the manager/deputy must subsequently be informed of the absence.

Section 6 Joint consultations

Subsection 1. Once every year there must be joint consultations between the union representative and his or her immediate superior in the company. The first interview shall take place not later than three months after the union representative has been elected. Where there is a change of management, a new interview must take place not later than three months after the new manager has taken up his or her position.

The immediate superior shall be responsible for arranging such interviews.

The interviews shall be conducted in accordance with the items provided in the union representative agreement.

Subsection 2. To the extent that the union representative's immediate superior in his or her job position is not identical with the manager who is the counterpart of the union representative in his or her union tasks, relevant topics from the interview form must be included in the interviews with both managers. When the union representative has been elected, and in connection with the reporting of the election outcome from the staff association to the employer, the personnel manager and the chairman of the staff association shall decide which manager is to take the meeting with the union representative.

Section 8 Absence granted for union work

A. Local union work

Subsection 1. A local agreement shall be concluded between the employer and the staff association concerning absence granted for local union work.

Subsection 2. The rate of growth of the scope of corporate labour agreements, including agreements on new forms of remuneration, must be matched by the rate of growth of the time of absence granted as necessary for local union work.

Subsection 3. Concerning employers that fail to achieve agreement on a local arrangement pursuant to subsection 1, the staff association shall have available to it a common pool of absence with pay. The pool of time thus available may be applied to the following purposes:

Meetings of the staff association executive committee, regular office hours of the chairman of the staff association, meetings of union representatives, meetings of members and activities for disseminating information to new employees and employees who are not members of the staff association.

The time pool is calculated on the basis of the staff association membership roster as per 1 April of the first year of the collective agreement, according to the following proportional distribution:

For the first 500 members of the individual staff association: 22.5 hours per year per each started unit of ten members, however, not less than 337.5 hours. Where there are more than 500 members of the individual staff association: 12.5 hours per year per each started unit of ten members.

Subsection 4. If the staff association has more than 150 members, the local parties may agree that the chairman or another member of the executive committee shall be entirely or partially released from his or her ordinary working tasks.

Subsection 5. If the staff association has more than 400 members, the local parties must agree that the chairman and/or other members of the executive committee shall be entirely or partially released from his or her ordinary working tasks.

Subsection 6. Employers with parent companies/subsidiaries/branch offices located in several countries with activities across national borders that involve elected union representatives, agreement must be concluded – in the best interest of the employers - to provide these representatives with adequate time for them to perform the requisite tasks in the line of union work across national borders. Time spent performing these tasks shall not be included in the general calculations of time spent on local union activities.

Subsection 7. The staff association shall be entitled to holding meetings of its members during working hours without deduction from members' salaries for up to two hours per calendar year for members who work shifts or staggered hours.

B. National union work

B1. Members of the national executive committee

Subsection 1. Members of the national executive committee shall be entitled to paid absence for discharging the responsibilities associated with union work, that is:

1. Meetings and committee under the auspices of the DFL
2. Meetings under other auspices for which the individuals concerned have been elected/appointed as representatives of the DFL

Subsection 2. In cases where a member of the national executive committee is elected from a small employer, the parties may agree to provide compensation to the employer. The payment shall be made on the basis of hours absent at the hourly rate of salary bracket 31, step 3.

B2. National union work – general remarks

Subsection 1. Members of the staff association executive committee and other union representatives shall be entitled to absence with pay for participation in national union work for which they are called up by the DFL.

Subsection 2. After each year of the collective agreement, the DFL shall forward to the FA a statement of meetings by type, the number of participants and the number of whole days spent.

Subsection 3. In special cases where a union representative is elected from a small employer for a political office, the parties may agree to provide compensation to the employer. The payment shall be made on the basis of hours absent at the hourly rate of salary bracket 31, step 3.

Section 9 Training and education

Subsection 1. The specified groups of union representatives shall be entitled to being relieved from work duties while receiving pay pursuant to Section 2, subsection 1, including relief from duty for members of the joint consultations committee under the agreement on joint consultations committees.

Subsection 2. After each year of the collective agreement, the DFL shall forward to the FA a statement of the types of courses, the number of participants and the number of whole days spent.

Section 10 Duty to inform

Subsection 1. An employee must, at the earliest possible opportunity and not later than 14 days in advance, inform the employer of participation in activities eligible for relief from work duties pursuant to the provisions above. The absence shall be arranged so as to minimise any inconvenience to the employer.

Subsection 2. The form and contents of the information to be conveyed shall be agreed between the employer and the staff association.

Section 11 The duties of the employer

Subsection 1. The employer shall provide suitable facilities for the meetings of the staff association executive committee, etc., and for the regular office hours of the chairman, where relevant. It should be ensured that the union representative has access to the Internet and e-mail in the workplace.

Subsection 2. The employer shall ensure that the daily work is organised so as to allow union representatives are relieved as much as possible of their workload.

Subsection 3. The chief personnel officer of the employer shall have the responsibility for informing the units, including the immediate superior of the union representatives, of the rights of union representatives and the employer's obligations under this agreement. The specific form of this information to be conveyed shall be agreed with the chairman of the staff association.

Subsection 4. A member of the DFL executive committee or the staff association executive committee entirely or partially relieved of work duties must regularly be offered opportunity for training and competence development, and when the person concerned steps down from his or her elected position, the employer and former union representative must make an agreement on a course of training and development.

Subsection 5. The parties must also agree on a course of salary for a transition period if the employer has the intention of reducing the former union representative's salary. The transition period must, as a minimum correspond to the notice of termination provided by the Danish Salaried Employees Act, calculated from the time when the union representative steps down from his/her elected union position.

Items to be discussed at the annual meeting between the union representatives and manager

The meeting must, as a minimum, cover the following items:

1. Cooperation relations
 - Aims and means of the cooperation
 - Regular meetings
2. Practice and agreements
 - Agreements, practice, customary practices of the unit
 - The rights and duties of the union representative
3. Mutual expectations
 - Information and knowledge
 - Issues relating to confidentiality
4. The tasks of the union representative and daily working tasks
 - Expected time spent and reduction of targets
 - Linking with the other working tasks, including competence and career development
 - Relief
5. Exchange of information between the union representatives and union members
 - When and in which ways are union members to receive information?
6. Training for union representatives
 - Mandatory training for union representatives – contents and outcome
 - Supplementary training programmes for union representatives

Meeting/interview implemented on *day month year*

Conclusions:

Signatures:

Manager

Union representative

Agreement between the Association of Financial Sector Employers - *Finanssektorens Arbejdsgiverforening (FA)* and *Forsikringsforbundet* concerning contributions for training and education

Section 1 Contribution

Subsection 1. As a contribution for the purpose of training and education, the individual employers shall pay an amount per year corresponding to DKK 994 as per 1 July 2012 and DKK 1,004 as per 1 July 2013 for each full-time employee and DKK 497 as per 1 July 2012 and DKK 502 as per 1 July 2013 for each part-time employee covered by collective agreements on salary and terms of employment within the negotiation area.

Subsection 2. The contribution shall be calculated on the basis of the number of employees as per 1 June the previous year and shall be paid on 1 July. The FA shall inform Forsikringsforbundet of the number of employees of the individual employers. Forsikringsforbundet shall collect the contributions.

Subsection 3. Each year, Forsikringsforbundet shall submit a report to the FA on the accounting of and the activities relating to the use of the training/education contribution. The report forms the basis of annual negotiations.

Remarks to

Section 1, subsection 1

Violation of the cooperation agreement shall constitute a breach of the collective agreement which may mean that the employer will be ordered to pay a penalty, cf. the Danish Industrial Court Act

Section 2, subsection 1

The 35 employees shall encompass both underwriters and indoor employees

Section 2, subsection 2

Representation on the joint consultation of the parent company as an alternative to the employer's own joint consultations committee, respectively in the form of setting up a joint consultations committee for the concern, may also be an option in companies that are parties to a collective agreement between the FA, the Financial Services Union Denmark or the DFL.

Agreement between the Association of Financial Sector Employers - *Finanssektorens Arbejdsgiverforening (FA)* and the Association of Insurance Employees in Denmark – *Danske Forsikringsfunktionærers Landsforening (DFL)* concerning cooperation

Chapter I The aims and means of cooperation

Section 1. The aim of systematic cooperation between management and employees is to increase the possibilities for improvement of the employer's competitiveness and operational results, provide and maintain a good and stable employment environment and increase the security, satisfaction and welfare of the employees.

Subsection 2. The attitude of the individual employer and its employees is of decisive importance for the realisation of this aim. The organisations agree that this agreement is to specify the intentions of good cooperation between management and employees.

Subsection 3. The development of cooperation is based partially on the setting up of a joint consultations committee, cf. Chapters II, III and IV, partially on day-to-day interaction between management and employees. Motivational forms of leadership, cooperation and communication shall be supplemented by the active involvement of employees, through which they contribute their insights, experience and efforts, to ensure the expedient and efficient operation of each individual unit of the employer.

Chapter II Joint consultations committee

Section 2 Setting up

Subsection 1. Employers with not less than 35 employees and parties to a collective agreement on salary and working conditions under the FA must set up a joint consultations committee if the company's management or staff association wishes to do so.

Where the employer and the staff association agree, a joint consultations committee may be established in companies with fewer than 35 employees.

Subsection 2. Employers that are subsidiaries in a concern may make agreements between management and the employee organisations that representation on the joint consultations committee shall replace the setting up of a joint consultations committee within the subsidiary.

Subsection 3. Companies with subsidiaries within a concern with multiple joint consultations committees should make an agreement between the concern management and the joint consultations committees concerning setting up a joint consultations committee at the concern level.

Section 3, subsection 3

A member of the joint consultations committee must thus resign his or her office in case the person concerned assumes a management position or position of trust within the personnel department incompatible with the office of member of the joint consultations committee.

Section 3 Members

Subsection 1. The joint consultations committee shall consist of two groups:

Group A

The management of the employer shall appoint at the most a number of members equivalent to those of Group B. At least one member shall be a member of the executive management board.

Group B

Between three and six members elected by and from the ranks of the employees, unless otherwise agreed locally.

The staff association shall appoint up to half the members – however, not less than two - from among the members of the staff association.

Subsection 2. The number of members of Group B shall be determined upon prior consultations with the management of the employer.

Subsection 3. Members shall be elected/appointed for a two-year period. Members may be re-elected/re-appointed. Membership shall cease automatically when a member leaves the employment of the company.

Membership shall also cease when a member enters into a new job within the company and where the new job position is incompatible with the office of membership of the joint consultations committee.

Subsection 4. When a member resigns, the staff association shall fill the vacant position for the remainder of the election term.

Section 4 Election

Subsection 1. Election of members for Group B shall be organised by Group B of the joint consultations committee. Where no joint consultations committee has been established, the staff association shall organise the election.

Subsection 2. Members of the joint consultations committee shall be entitled to relief from work duties with pay up to a total of six days for participation in DFL training courses for members of joint consultations committees and for participation in an annual two-day joint consultations committee seminar.

Subsection 3. The elected and appointed members of the joint consultations committee Group B shall enjoy the same protected status as union representatives within insurance.

Section 7, subsection 1

Persons who are not members of the joint consultations committee may participate in the work of the subcommittee.

Section 7, subsection 2

Employee representatives on subcommittees /working committees on technology issues shall be appointed by the staff association of the company.

Section 8

The parties agree that it will be natural for Group B to consult the DFL, also concerning matters subject to confidentiality. It must be noted that the DFL shall thereby become subject *pari passu* to the same duty of confidentiality as the members of the joint consultations committee. Any dispute concerning confidentiality *vis-à-vis* the DFL shall be solved pursuant to the provisions of the Agreement on Rules for Settlement of Industrial Disputes.

Section 5 Chairman and Vice Chairman

A Group A member shall perform the office of chairman of the joint consultations committee, while a Group B member shall hold the office of vice chairman.

Section 6

Subsection 1. The year of the joint consultations committee shall run from 1 April to 31 March.

Subsection 2. The joint consultations committee shall itself prepare its rules of procedure, which shall determine rules on meetings, calling of meetings, the agenda, protocol and minutes of meetings, secretarial assistance, etc.

Section 7 Subcommittees and special advisors

Subsection 1. For the purpose of consideration of special issues, the joint consultations committee may, subject to agreement, set up subcommittees and/or call in the assistance of special advisors.

Subsection 2. Subcommittees shall be set up for the consideration of issues relating to technology if one of the parties expresses a wish to this effect.

Section 8 Confidentiality

The members of the joint consultations committee shall be subject to the duty of confidentiality as concerns confidential information. The duty of confidentiality shall continue to apply to members also subsequent to their resignation from the joint consultations committee.

Section 9 Expenditures

The employer shall pay the expenditures relating to the work of the joint consultations committee. The employer shall make rooms available for the work of the joint consultations committee.

Chapter III The tasks of the joint consultations committee

Section 10 Tasks

Subsection 1. The joint consultations committee shall be the forum through which the employees exercise influence on significant decisions in the insurance companies.

It shall therefore also be the task of the joint consultations committee to discuss and reach agreement concerning subsections 2 to 5.

Subsection 2. Principles of the employer's personnel policy, staff satisfaction including the handling of stress, questions relating to training and education including employees' professional training and competence development, as well as internal communications.

Subsection 3. Guidelines on the structuring and organisation of the work and the implementation of major corporate changes.

270

Section 13, subsection 1

This information consists, among other things, of statistics on staff turnover, training and educational activities, overtime work, flexitime balances, the use and application of the hour bank, hiring of temporary staff and absence due to illness. Furthermore, information on training and educational plans shall be provided where relevant.

270

Subsection 4. Principles of education/training and retraining and the technical consequences of administrative, financial, personnel and environmental types that follow from the implementation of new technology or changes to existing technology.

Subsection 5. Principles for the development of the working environment.

Subsection 6. If the parties fail to reach agreement on the tasks provided in subsections 2 to 5, management shall make a decision in accordance with general managerial rights.

Subsection 7. The tasks shall be discharged in observance of the provisions in Chapter IV

Subsection 8. Agreement among the joint consultation committee on such guidelines shall oblige the Group A and Group B members to defend the application of the guidelines agreed in specific instances.

Section 11

The joint consultations committee shall not deal with issues normally decided under industrial disputes procedures or through arbitration. Neither shall the joint consultations committee deal with questions that naturally fall within the working area of the labour unions or trade organisations. Similarly, the joint consultations committee shall not deal with questions relating to the hiring, appointment, termination, pension or other matters relating to individual persons.

Chapter IV Principles governing the joint consultations committee's handling of tasks

Section 12 Information for the joint consultations committee

Subsection 1. The joint consultations committee shall receive the necessary information on matters relating to the work of the committee.

Subsection 2. The joint consultations committee shall further receive the necessary accounting information for the assessment of the employer's financial situation and future prospects to the extent the board of directors of a company provide these pursuant to Chapter 7 of the Danish Commerce and Companies Agency Executive Order No. 942 of 9 December 1993 (Employee Representation, etc.).

Section 13 The satisfaction and security of employees

Subsection 1. It is of significant importance to the employer and employees alike that each employee experiences job satisfaction in his or her daily work and as much employment security as possible. An important means to this end is the ongoing exchange of information between management and the individual employee concerning matters of significance for the employer, the employee and the cooperation relationship between management and employees.

272

Section 13, Subsection 2

These consultations shall consider, among other things, the future needs of the employer and the flexibility of the employees.

272

Subsection 2. Ensuring the highest possible degree of employment security requires that termination shall be an exception and that the individual employer takes due consideration thereof through its personnel policy in connection with rationalisation of its operations and in other ways, for instance through retraining, supplementary training and education and job development.

Subsection 3. Information concerning planned initiatives in areas of significance to employee job satisfaction and security shall be conveyed to the joint consultations committee with adequate notice to provide time for the committee to express its opinion on the planned initiatives and their impact and consequences.

Subsection 4. If the planned initiatives involve a reduction of the workforce through a simultaneous termination of multiple employees, endeavours must be made to propose solutions that limit the number of redundancies and alleviate the impact and consequences for the employees terminated. Such endeavours must be implemented as fast as possible, out of consideration for any employees to be made redundant and the employees that are to remain.

Subsection 5. Redundancies planned for multiple employees must be discussed locally in the company, either with the relevant employee organisation, in the joint consultations committee or in a subcommittee set up by the joint consultations committee. Both Group A and Group B may call in assistance from their organisation to participate in the discussions of the committee. If, in exceptional cases, there is a wish for the consultations to be conducted between the employer's and the employees' organisations, such a request must be presented at the earliest possible opportunity.

Subsection 7. If the redundancies planned assume an extent to which the provisions of the Collective Dismissals Act (Act No. 414 of June 1994) apply, both the labour market councils and the organisations shall be notified.

Subsection 7. If the organisations have not already been involved, either organisation may request negotiations for the purpose of avoiding the redundancies or limiting the number of terminations, as well as for alleviating the impact and consequences for the employees terminated.

Subsection 8. If such negotiations with the organisations have been requested, the employer shall be obligated to postpone its decision on redundancies until the negotiations between the organisations have been completed, however, not more than four weeks after notification of the two organisations of the planned redundancies.

Section 14 Technology

Subsection 1. Prior to the introduction of or changes to IT technology and/or systems of significant extent, the joint consultations committee shall discuss and consider the technical, financial and staff-related impact and implications.

Subsection 2. In relation to the joint consultations committee consideration of technology issues, the parties agree that terminations as a consequence of technological development shall be an exception.

Subsection 3. If the introduction of new technology causes redundancies, the employer must always endeavour to offer other work to the employees concerned.

Subsection 4. The joint consultations committee is to conduct general discussions on training and new jobs, retraining or other employment for employees affected by changes.

Subsection 5. When setting up steering committees/coordination committees, etc., in connection with the preparation and implementation of technology projects, employees shall be entitled to representation on such committees. Employee representatives shall be appointed from the ranks of employee representatives on the joint consultations committee among the employees affected by the proposed changes.

Section 15 Mitigating initiatives

Subsection 1. In case of redundancies caused by matters relating to the employer, management must engage in consultations during the notice period concerning the initiation of measures aiming to ensure that employees terminated receives the best possible opportunities for future employment. The parties must endeavour to offer training opportunities relevant to enabling employees made redundant to obtain other employment.

Subsection 2. The offer of mitigating initiatives shall be agreed between management and the staff association, where relevant in cooperation with the Employment Service and the organisations.

Section 16 Merger and other corporate transfer

Subsection 1. In case of a merger, the employee representatives on the joint consultations committee and the employees affected, respectively, shall receive adequate information cf. the Act on Employees' Rights in the event of Transfers of Undertakings (Act no. 111 of 21 March 1979, as amended through Act No. 441 of 7 June 2001). Subsequently the parties shall set up a working group with an equal number of representatives of employees and employer, respectively, of the companies affected by the merger.

Subsection 2. In case of sale of part of a company, for instance a transaction between companies not connected in a concern by a common parent company, and where the sale affects at least 10 per cent of the employees of the selling company, the parties shall set up a corresponding working group with an equal number of representatives of employees and employer.

Section 18

This section is a natural supplement to Section 2 to indicate the time at which a joint consultations committee must be set up. However, management and a majority of the employees or the staff association may agree that other forms of cooperation than the joint consultation committee provided in Section 2 may be desirable.

Subsection 3. The tasks of the working group shall be:

- a. Monitoring of the progress of the merger/acquisition
- b. Provide advice on ways to solve such problems as might arise in connection with the merger/acquisition

Section 17 Information from the joint consultations committee

Subsection 1. It is of significance that the largest number of employees become active in daily cooperation through the information communicated by the joint consultations committee in relation to management as well the employees.

Subsection 2. The joint consultations committee shall see to it that the employees of the company are kept informed of the work of the committee.

Subsection 3. Information shall be communicated in writing and to the extent the committee finds expedient.

Subsection 4. In order to capture the interest of the highest possible number of employees in the work of the joint consultations committee, it is important to communicate information at the earliest possible opportunity and normally not later than 14 days after the meetings.

Chapter V Other forms of cooperation

Section 18

If the management of a company covered by Section 2 and a majority of the employees or the staff association make agreement on other forms of cooperation than the joint consultations committee provided in this agreement, such an agreement shall remain in force until one of the parties indicates the wish to discontinue the agreement, subject to six months' notice.

Section 19 Attendance at the meetings of the safety committee

If the executive committee of the staff association are not represented on the employer's safety committee, one member of the staff association executive committee shall have the right to attend meetings of the safety committee.

Section 19 The Joint Consultations Council

Subsection 1. The Joint Consultations Council of the Financial Sector has been established by the FA, the Financial Services Union Denmark and the DFL. The Council consists of:

Group A: four representatives of the FA

Group B: three elected representatives of the Financial Services Union
Denmark three elected representatives of the DFL.

Section 21

The parties to the Collective Agreement agree that the agreement does not include the right to take industrial action pursuant to Sections 5-7, Subsection 2 of the General Agreement.

Secretariat staff of the organisations may also attend the meeting, however, without voting rights.

Subsection 3. The task of the Council shall be the provision of advice and assistance for the joint consultations committees and safety committees, organise joint courses, seminars or conferences for joint consultations committees and safety organisation alike, inspire and guide concerning current topics and issues of personnel policy, issue joint guidelines, coordinate, initiate, inform and guide concerning issues relating to the work environment and interpret the cooperation agreement on behalf of the organisations.

Subsection 3. The Council shall determine its own rules of procedure.

Subsection 4. In case the Joint Consultations Council fails to reach agreement concerning the interpretation of a cooperation agreement or an acceptance agreement to a cooperation agreement, the Joint Consultations Council shall enlist the services of a neutral arbitrator and the matter shall be handled in accordance with the principles provided by the General Agreement. If the parties fail to agree on the arbitrator to be appointed, the arbitrator shall be appointed by the president of the Industrial Court.

Chapter VI Entry into force and termination

Section 21

This agreement shall take effect as per 1 April 2012, and may be terminated at four months' notice on 31 March, however, not earlier than 31 March 2014.

Copenhagen on 8 February 2012

The Danish Employers' Association for the Financial Sector
Landsforening

Danske Forsikringsfunktionærers

Anders Jensen /Chairman
Steen A. Rasmussen/Director

Mette Bergmann /Chairman
Søren Thorsen/Head of Secretariat

Agreement concerning staff satisfaction and the psychological working environment

(Supplementary agreement to the cooperation agreement)

1. Aim

The aim of this agreement is to

- Promote job satisfaction and a good psychological working environment and
- Ensuring that problems relating to the psychological working environment are solved, to the greatest extent possible, by the local parties, or in the absence of local parties, through the assistance provided by the organisations

2. Persons covered by the agreement

- Employers/companies that are parties to the cooperation agreement between the FA and the DFL, and
- Employees whose employment relationship is encompassed by a collective agreement on salary and employment terms between the FA and the DFL, and
- Employees whose employment relationship is encompassed by a special agreement, cf. Section 10 of the General Agreement the FA and the DFL.

3. The scope of the agreement and transfer of authority

Subsection 1. This agreement shall encompass:

- a) The handling of problems in the psychological working environment caused by factors in the workplace and which may cause harm to the level of psychological health
- b) Discussion of initiatives to alleviate and prevent problems that may arise in the psychological working environment
- c) Discussion of initiatives to improve productivity, job satisfaction, welfare and improve the general psychological working environment.

Subsection 2. The employer shall comply with the provisions of the Working Environment Act relating to the psycho-social area. Furthermore, management and employee representatives alike shall be obligated to initiate discussions on job satisfaction and the psychological working environment.

Subsection 3. The FA and the DFL shall take over the task of the Danish Working Environment Service of ensuring that the employer complies with the provisions on the psycho-social area, cf. Danish Working Environment Service Order No. 559 of 17 June 2004 on Work Performance, Section 4, Subsection 1, Section 7, Subsection 1, Section 8, Subsection 1, Section 9 and Section 9 a.

The transfer of authority shall be put into effect pursuant to the Order on Transfer mentioned in Item 7.

The transfer of authority shall hence encompass the following areas:

Section 4, Subsection 1: Requirement for planning and structuring of work.

Section 7, Subsection 1: Requirement that the work should be performed responsibly

Section 8, Subsection 1: Requirement the work performance must take due consideration of the qualifications of the employee.

Section 9: Concerning strenuous work, work pace and solitary work

Section 9 a: Requirement that no risk arises of adverse impact to physical or psychological due to mobbing, including sexual harassment.

4. Involving the Danish Working Environment Service

Subsection 1. Irrespective of Subsection 3, the Danish Working Environment Service shall inspect the employer's compliance with the provisions on violence, risk of violence and solitary work involving the risk of violence.

Subsection 2. The Danish Working Environment Service shall furthermore inspect the employer's compliance with the provisions of Section 3, Subsection 2, in case the DFL or the FA does not intend to initiate industrial dispute procedures for failure to comply with the duties provided in this agreement.

5. Tasks and cases

The task of the joint consultations committee is discussing the principles and guidelines concerning the psychological working environment in accordance with Section 10 of the agreement on joint consultations committees. The committee shall not discuss individual cases, cf. Section 11 of the agreement on joint consultations committees.

It is thus the task of the joint consultations committee to ensure local consultations are held concerning the prevention, identification and alleviation of problems relating to job satisfaction and the psychological working environment, including maintaining focus on the factors that can make a positive impact to strengthen and contribute to a good psychological working environment. In connection with this issue, the joint consultations committee is to discuss ways to ensure that the members of the committee possess the competences required for performing these tasks. When tasks are devolved down through the organisation of the company, there should be similar discussions of ways to ensure the availability of these competences.

The issue of job satisfaction and psychological working environment is to be discussed and resolved by the employee and his or her immediate superior. It shall be natural for an employee to involve the union representative in case a should problem arise, cf. the Agreement Concerning Union Representatives, Section 3, Subsection 1. If the manager and employee fail to resolve the problem, the matter is to be referred to the next management level. If discussions at this level fail to resolve the problem, the staff association may raise the matter with the company's executive management, cf. the Agreement Concerning Union Representatives between the FA and the DFL. If such consultations also fail to resolve the matter, the parties to the collective agreement may raise the issue for consideration pursuant to the rules on the settlement of industrial disputes.

6. Advice from the Joint Consultations Council

A joint consultations committee may, if one of the parties so wishes, request advice from the Joint Consultations Council in order to resolve or prevent problems in the psycho-social area.

The Joint Consultations Council shall deal with the matter as expeditiously as possible. The FA and the DFL shall each appoint secretariat staff with the required competences to advise members, that is, employers and employees, concerning problems of the psychological working environment. The local parties shall, as far as possible, receive advice together with the persons whom the organisations have appointed for this task.

7. The agreement

This agreement has been concluded in accordance with the Sections 72 b of the Working Environment Act and the Danish Working Environment Service Executive Order No. 1156 of 25 November 2004 on the limitation of the Compliance Inspections of the Working Environment Service concerning certain Working Environment Rules (Executive Order on Transfer).

Disputes concerning the interpretation of this agreement shall be resolved pursuant to Section 20 of the Cooperation Agreement between the FA and the DFL.

Upon signing of the agreement, the FA shall send a copy thereof to the Danish Working Environment Service to document the compliance with the duty to document, cf. Section 3 of the Executive Order on Transfer.

Agreement on joint evaluation of the Agreement concerning staff satisfaction and the psychological working environment

1. The FA and Forsikringsforbundet carry out a joint review and evaluation of the Agreement concerning staff satisfaction and the psychological working environment.
2. The review is carried out for the purpose of identifying the specific experience with the agreement, which was concluded under the authority of section 72b of the Working Environment Act, and which has the consequence that in the insurance industry, the Danish Working Environment Service does not supervise the part of the working environment covered by the agreement.
3. The review is carried out by the FA and Forsikringsforbundet jointly visiting nine insurance companies, distributed on three large, three medium-sized and three small companies. The selection of companies is agreed between the FA and Forsikringsforbundet. During the company visits, experience with the agreement will be discussed with a forum of management and employee representatives in the company, e.g. the joint consultation committee.
4. The examination is carried out on the basis of the questionnaire that the FA and Forsikringsforbundet received and answered in July 2015 in connection with the National Audit Office's report to the Public Accounts Committee on supervision of the psychological working environment. The organisations may agree to include further questions in the review.
5. The FA and Forsikringsforbundet prepare a joint report on the results of the evaluation. The report must be ready by 1 April 2019.

Guidelines on matters relating to cooperation prepared by the Association of Financial Sector Employers - *Finanssektorens Arbejdsgiverforening (FA)* and the Association of Insurance Employees in Denmark – *Danske Forsikringsfunktionærers Landsforening (DFL)*

Preamble

The guidelines on cooperation are intended to be a tool to be used for cooperation in a company together with the Cooperation Agreement.

The guidelines explain the cooperation agreement and lay down principles and methods for good cooperation.

Strong resolve to cooperate in the spirit of the agreement will produce the best outcomes for all parties concerned.

Why cooperate?

The rights and privileges of management must be exercised in cooperation between the company and its employees on the basis of the provisions of the General Agreement and the principles of the Cooperation Agreement.

The aim of cooperation is to improve the competitiveness and operational results as well as maintaining good and stable employment and increasing the security, job satisfaction and welfare, and securing the working environment.

The agreement shall provide the formal framework for the work of the joint consultations committee. If cooperation is to have real significance, employees and managers at all levels must be included in the day-to-day cooperation.

Joint Consultations Committee – establishment and function

When must a joint consultations committee be set up?

If at least 35 employees at one company are covered by a collective agreement, a joint consultations committee shall be set up if employees and management propose to do so.

If there are fewer than 35 employees in the company, a joint consultations committee shall be set up if employees and management agree to do so. For employers that are part of a group corporate structure, management and the employee organisations may agree instead to set up an own joint consultations committee represented on the joint consultations committee of the parent company.

The parties may also agree that a concern joint consultations committee should be set as a supplement to the joint consultations committees of the individual companies in the concern.

Concerns comprising, for instance, insurance and bank business may have representation on a concern joint consultations committee across the financial sector, as an alternative to own joint consultations committee or setting up a concern joint consultations committee. This means that the parent company's joint consultations committee or concern joint consultations committee may encompass representatives of bank, savings bank, mortgage credit and insurance staff.

The parties agree that a cross-sectoral joint consultations committee may be set up pursuant to Section 18 – Other forms of Cooperation – in companies covered by a collective agreement between the FA and, respectively, the DFL and the Financial Services Union Denmark. The local parties may terminate the agreement on a cross-sectoral joint consultations committee at six months' notice.

Other forms of cooperation than a joint consultations committee may be established upon agreement between management and a majority of the employees or the staff association.

If a joint consultations committee is not set up or any other forms of cooperation established, regular information meetings should be held between management and the employees.

How to get started

Management and representatives of the staff association set up a working committee, charged with the tasks, among others, of:

- Agree on the number of members of the joint consultations committee
- Ensuring that the staff association is represented and
- Attaching the employees to the election groups (trade groups) to which the individual employee naturally belongs.

The staff association sets up a committee responsible for the election of members of Group B of the joint consultations committee.

Members are elected for a term of two years. No substitutes are to be elected.

If a member resigns from the joint consultations committee, the seat is to be filled until the next ordinary election with a new member from the same election group.

Who is eligible and how many may be elected?

The joint consultations committee consists of two groups, Group A (representatives of management) and Group B (employee representatives).

The joint consultations committee must consist of three to six members elected by the employees, unless otherwise agreed between the management and the staff association. The staff association appoints up to half, however not less than two, members from among its membership. Management appoints no more than an equal number of representatives of management, at least one of who must be from the employer's executive management board. '

One representative of management shall be chairman of the committee and an employee representative shall serve as vice chairman.

Confidentiality

If the members of the joint consultations committee receive confidential information, they shall be subject to the duty of silence. This also applies after they have stepped down from the committee. The members of the joint consultations committee should be made aware when information confidential.

Leave of absence for meetings of the joint consultations committee

Members of the B group of the joint consultations committee shall be entitled to absence with pay for participation in meetings of the joint consultations committee and its subcommittees. Expenditures shall be defrayed by the company.

Protected status of union representatives

Elected members of the joint consultations committee shall enjoy the same protected status as union representatives in the insurance industry.

THE TASKS OF THE JOINT CONSULTATIONS COMMITTEE

The task of the joint consultations committee is discussing and achieving agreement on solution and recommendations for the company's management.

The joint consultations committee may consider any issue of common interest that does not relate to matters covered by the collective agreement or labour agreements.

The joint consultations committee shall discuss general principles and refrain from discussion of the working and personal conditions of individual employees.

If a claim is presented that a specific case has been handled without compliance with the principles agreed, the joint consultations committee must handle the case.

In order to provide the parties of the joint consultations committee real opportunity for exercising influence on significant decisions, it is necessary for the parties to receive the information required at adequate notice and offer the opportunity of conducting exhaustive discussions before a decision is made by the joint consultations committee or by management, in case no consensus can be reach by the joint consultations committee.

The joint consultations committee must especially handle the following tasks:

Personnel policy

The joint consultations committee must discuss and reach agreement on the principles of the employer's personnel policy.

The personnel policy has a major impact on the job satisfaction and welfare of the employees and their attitude towards their employer, and should provide the principles governing:

- Search, selection, hiring and reception of new employees
- Retaining and developing employees
- Training, including supplementary training/education and retraining to ensure the professional competences of the individual employee
- Promotion, repositioning and termination
- Senior policies, including anticipatory retirement schemes, where relevant
- Equal opportunities

Internal communications

The joint consultations committee must discuss and reach agreement on the principles of the employer's internal communications. This may, for instance, be done through the drafting of a codified communications policy, setting up local hearing groups, employee meetings, etc.

Working environment

The joint consultations committee must discuss and reach agreement on the principles of the employer's development of the working environment.

The work on the employers problems in the area of working environment shall be handled under the auspices of the safety committee and the safety organisation.

Information on the work of the safety committee may be discussed as a regular item at the meetings of the joint consultations committee, as the two committees are under mutual obligation to inform the other of its work. This may be done by having a member of the safety committee participate in the meeting of the joint consultations committee.

Structuring of work and major restructuring

The joint consultations committee must ensure that the employees are included in cooperation on the structuring of work and the shape of their own working situation.

The joint consultations committee must discuss changes that have a significant impact on the working conditions and employment security of employees in the company. The joint consultations committee must be included as early as possible in a discussion of the changes envisaged and the opportunities for retraining and supplementary training/education to ensure continued employment. The joint consultations committee must ensure that the employees concerned are included in the process as early as possible. If the changes envisaged lead to collective redundancies, the joint consultations committee must endeavour to find proposals for solutions to alleviate the negative impact on the employees concerned.

The joint consultations committee must be informed of mergers or acquisitions involving parts of a company. Thereupon the committee shall set up a working group composed of an equal number of representatives for employees and management alike in the companies concerned.

Technology

The joint consultations committee must discuss the principles to apply to the introduction of new technologies or changes to existing technologies and/or the introduction of systems of significant extent.

The joint consultations committee must endeavour to achieve balanced solutions in which the positive aspects of technology are applied to benefits employees and the employer alike. Any negative impact is to be limited as much as possible.

The joint consultations committee may set up a dedicated technology committee as a subcommittee under the joint consultations committee to discuss issues relating to technology. For the purpose of preparing and implementing technology projects, the JCC may set up a steering committee or coordination committee with representatives from the employees affected.

The joint consultations committee must secure for its members and any members of the technology subcommittee such training as will provide insight into technology issues.

Other tasks

The JCC may discuss issues of mutual interest, including:

- Flexitime schemes
- Holiday houses
- Personnel handbook
- Parking
- Canteen and
- Other initiatives.

Financial, production and employment issues

The joint consultations committee must be kept informed of the situation of the company, including its finances, production and employment.

Notifications concerning these areas must be delivered in an expedient and clearly comprehensible fashion.

Information on the company's financial situation and future prospects must be provided to the same extent as the information provided to the company's annual general meeting and to the public.

Meetings of the joint consultations committee

The joint consultations committee determines its own rules of procedure.

A proposed template for rules of procedure is provided as an annex to the guidelines. This may then serve as a framework to be adapted to suit the specific requirements of the company.

Meetings shall be held when the parties agree to meet, for instance four times per year.

The chairman and the vice chairman shall draft an agenda and see to it that a meeting of the joint consultations committee is called at not less than eight days' notice. Extraordinary meetings may be called at shorter notice.

The notice of the meeting must be accompanied by the agenda and all requisite enclosures.

The chairman chairs the meeting. If the chairman is absent, the vice chairman chairs the meeting or a member of the management representative group.

The joint consultations committee may, if the parties so agree, set up subcommittees and/or call in specialist advisors.

A technology committee shall be set up if one of the parties so requests.

Furthermore, the joint consultations committee may, if the parties so agree, call in external specialist advisors.

The joint consultations committee must ensure that information on the meetings of the JCC is conveyed in an expedient fashion and that such information is clear and comprehensible. The employees should be given prior information of the agenda of the JCC meeting. This may be done by posting a notice in a central location or other form of notification, for instance through electronic mail.

The joint consultations committee shall draft minutes of its meetings, which are subject to approval by the chairman and vice chairman.

GUIDELINES AND INTERPRETATION

The organisations that are parties to the cooperation agreement agree to make active contributions of such information and advice that promote cooperation between management and employees, and assist in connection with the setting up of a joint consultations committee.

Any dispute in connection with the cooperation shall be handled pursuant to the provisions of the General Agreement between the FA and the DFL.

Proposed template of Rules of Procedure, cf. Section 6, Subsection 2 of the Cooperation Agreement

Rules of Procedure

For the joint consultations committee of (company)

1.
The committee shall meet once every quarter, normally on the second/third Tuesday
2.
If it has not been possible to hold a regular quarterly meeting, the chairman shall agree with the vice chairman on a date for the meeting at the earliest possible occasion after the cancelled meeting.
3.
Meetings additional to the regular quarterly meetings shall be called by the chairman when it is deemed necessary or when at least half the members of the committee members have expressed this wish to the chairman.
4.
Meetings must be called in writing and normally at eight days' notice to the individual members of the committee.
5.
 1. The notification calling the meeting must be accompanied by a preliminary agenda for the meeting prepared by the chairman and vice chairman together with a remark that any committee member may, until ... days prior to the meeting, present a written request for an item to be included in the agenda.
 2. The chairman and the vice chairman shall subsequently prepare the final agenda for the meeting, and this final agenda shall be forwarded to the committee members so that they receive a copy not later than ... days before the meeting.
6.
The chairman shall chair the meetings. If the chairman is absent, the vice chairman or a management representative shall chair the meeting.
7.
At its first meeting, the committee shall appoint an employee representative as secretary of the committee.

301

8.

1. The committee shall be quorate when not less than two thirds of its members are present.
2. Each member shall cast one vote. A decision shall require a simple majority of votes.

9.

1. The committee shall establish a protocol of the meetings to record the time and place of each meeting, the names of the members in attendance and the agenda of the meeting.
2. Each item of the agenda shall be entered in the protocol with a brief summary of conclusion and decision.
3. The protocol shall be signed by the chairman and vice chairman or, in their absence, by another member of Group A and Group B, respectively.

10.

1. The committee shall see to it that the company's employees are kept informed of the work of the committee, cf. Section 17 of the Cooperation Agreement.
2. Before the closing of a meeting, the committee shall decide on the extent to which the proceedings of the meeting are to be communicated to the employees. The notification of the employees, to be conveyed in writing, must be published as soon as possible and normally not later than 14 days after the meeting.

301

302

Framework agreement between the FA and the DFL concerning the organisation of the working environment and cooperation structure in the insurance sector

The framework agreement is a general organisation agreement comprising insurance companies and insurance enterprises and their employees covered by collective agreements within the area of the FA/DFL General agreement.

The framework agreement respects the collective agreements/agreements current at any given time between the FA and the DFL.

On the basis of the present Framework Agreement, companies may also make local agreements on organisational changes of the safety and health work (SHW) and the cooperation structure (CS) and/or agree on deviations. The current rules may be found in Order No. 1181 of 15 October 2010 concerning Safety and Health.

Aim

Strengthening and rationalising the safety and health work of the companies, cf. Ministry of Labour Order No. 575 of 21 June 2001, section 6, and the FA/DFL agreement on Joint Consultations Committees and the rules on union representatives.

Local agreements

Pursuant to the order specified, local agreements must be written and may comprise the entire company or parts thereof.

The changed organisational structure shall be negotiated and agreed between the employer and the staff association or, where there is no staff association, the employees, on the basis of the objective and nature of the change. These representatives shall conclude the local agreement with the employer on behalf of all the employees.

Prior to the negotiation there is to be a hearing of representatives from the areas affected by the local agreement, for instance CS, SHW and the union representatives of the staff association and underwriters.

The local agreement

- Must be written and available to all employees of the company
- Must describe activities/methods for strengthening, improving and rationalising the work on safety and health
- Must state the company's objective with the change, the implementation procedure, follow-up and evaluation of the work.
- Must state the way the company and its employees are to perform tasks and functions

- Must include an overview in the shape of an organisation plan of the new cooperation body when the CS and SHW are merged
- Must state rules on election procedures if the work of safety and union representative may be performed by one person, so that election for SHW, CS and union representative are conducted in separate procedures in accordance with the respective rules in the order mentioned above, the joint consultations committee agreement, etc.
- Must state rules on entering into force, termination and amendment, as the notice of termination must be not less than four months, cf. generally Section 6 of the General Agreement.
- Must provide rules on resolving disputes and breach of the General Agreement pursuant to the Agreement on Rules concerning Industrial Disputes (Arbitration Agreement), while disputes concerning the safety and health work are to be resolved in accordance with the rules on working environment.

Duty of information

The company must ensure that the organisation plan of the safety and health work and the overview of the cooperation body and its members are publicly available to all the company's employees.

The company must convey a copy of the local agreement to the FA and the DFL at the time of the conclusion of the local agreement.

The FA and the DFL shall evaluate the effect of this framework agreement once a year in the Joint Consultations Council.

Entry into force and termination

The Framework Agreement shall enter into force on 1 April 2012 and may be terminated at not less than four months' notice on a 31 March, however, not until 31 March 2014 at the earliest.

If the Framework Agreement is subject to notice of termination, the FA and the DFL accept the obligation to initiate negotiations on a new Framework Agreement, and the provisions of the agreement to be discontinued or, where relevant, expired agreement, shall remain in force until a new Framework Agreement has been concluded or the parties have been unable to agree on a new agreement after six months.

The Framework Agreement shall confer no rights to take industrial action.

Copenhagen, 8 February 2012

The Danish Employers' Association for the Financial Sector

Anders Jensen /Chairman
Steen A. Rasmussen/Director

Danske Forsikringsfunktionærers Landsforening

Mette Bergmann / Chairman
Søren Thorsen/Head of Secretariat

Protocol on enterprises with attachment to the insurance industry

The present agreement shall cover employee groups employed by members of the FA attached to the insurance industry.

The agreement shall thus cover service enterprises (companies), finance enterprises (companies), stock brokers and leasing companies and similar enterprises with attachment to the insurance industry. The agreement shall apply only to the parts of the enterprise that is a member of the FA.

The collective agreements and agreement made between the FA and the DFL shall apply to the employees of the enterprises/companies to the extent that they may find natural application, however, so that the collective agreements and agreements mentioned may be deviated from and supplemented, cf. below.

Where the special character of the work makes it necessary, the employer/company and the employee/employee representatives may make agreements to introduce special remuneration/salary systems, as well as agreements on deviation from the provisions on working hours, cf. Chapter 2.

The agreement described above shall be subject to approval by the FA and the DFL.

309

Protocol statement

Seniors

The parties agree that the personnel policies of the individual employer/company should encompass rules concerning senior policy.

Protocol concerning implementation of EU directives

The parties agree on the implementation of Council Directive 93/104/EC of 23 November 1993 concerning certain aspects of the organization of working time.

309

310

Protocol concerning distance work

1.

The FA and Forsikringsforbundet agree that distance work is a way of working that may be expedient for both the individual employer and the individual employee.

Distance work is defined as work performed off the premises of the employer upon prior agreement with the employer, for instance at the employee's residence. This agreement does not encompass postings and duty travel. Distance work does not encompass mobile work, for instance work performed by sales staff and other field workers.

2.

In connection with the conclusion of agreements on distance work, the employer and the employees should pay attention to the following matters:

- a. The working hour rules of the collective agreement apply, subject to the modifications that follow from distance work being performed off the premises of the employer.
- b. Employees performing distance work must have access to a physical workplace at the employer's premises.
- c. As provided by the Danish Working Environment Act, the employer is responsible for ensuring that the distance work can be performed absolutely safely in terms of safety and health. Upon arrangement, the employer must allow the working environment group access to the workplace where distance work is performed to inspect the working environment.
- d. The employer arranges for and defrays all costs in connection with establishing and dismantling distance workplaces.
- e. The employer is responsible for insuring that employees performing distance work are covered by the necessary insurance policies.
- f. The fact that an employee performs distance work must not on the whole place the employee concerned at a disadvantage as concerns working or employment terms and conditions.

3.

Any local agreements with staff associations must be observed as long as they apply. In future, agreements on distance work may be concluded between the employer and individual employees on the basis of this protocol and the common guidelines.

4. Common guidelines

The FA and Forsikringsforbundet prepare common guidelines containing examples from enterprises to serve as an inspiration and good advice to employers and employees who want advice and guidance on distance work. The guidelines are prepared according to the 2014 collective agreement and are distributed or made available on the respective websites no later than after the summer of 2014.

The guidelines have a general part and are supplemented with various relevant categories, such as

- Distance work of less than one day a week
- Distance work of more than one day a week
- Any special conditions for loss adjusters
- Any special conditions for IT employees who work as field workers.

5. Entry into force

This protocol enters into force on 1 April 2014 and replaces the Framework Agreement on distance work (2012) concluded between the FA and Forsikringsforbundet.

Agreement between the Danish Employers' Association for the Financial Sector (FA) and *Danske Forsikringsfunktionærers Landsforening (DFL)* concerning rest time, etc., in connection with distance work

Pursuant to Section 55 of the Working Environment Act and Section 20 of Order No. 324 of 23 May 2002 on rest periods and days off, as amended through Order No. 611 of 25 June 2003, the following agreement shall be concluded:

1. The provisions of the Working Environment Act concerning rest periods and days off shall apply to work performed at the employee's residence, subject to the limitations provided in Section 2 of Order No. 9 of 6 January 2000 concerning distance work.
2. If the employer does not determine the employee's specific structuring of the work and the employee is able and willing to plan at which time of the day the work is to be performed, the general provisions of the Working Environment Act concerning rest periods may be deviated from to a further extent than provided in Order 1282 on rest periods and days off of 20 December 1996 (Sections 18 and 19) when distance work is performed as provided in Ministry of Labour Order No. 9 of 6 January 2000. The rules on rest periods shall apply in connection with necessary compensation, cf. Section 27 of Order 1282 on rest periods and days off of 20 December 1996.
3. This agreement has been concluded on the basis on the general principle of the Working Environment Act concerning agreements between employee organisations and employers' organisations. On this basis the employer and employees may subsequently conclude local agreements on rest periods in connection with distance work, normally upon consideration in the safety organisation where this has been established in the organisation. Agreements concluded must be written and must be available to the company's employees. The parties recommend that local agreements, where relevant, provide model guidelines concerning the resolution of disputes.'
4. If the parties to the agreement are in dispute concerning this organisation agreement, the issue shall be handled as an industrial dispute.
5. Two years after this agreement has been concluded it shall be evaluated by the parties in order to assess in particular its effect on providing protection and in relation to the desire to achieve greater flexibility. The agreement may be terminated at three months' notice.
6. This agreement shall enter into force when it has received the approval of the Danish Working Environment Service.

Protocol on the structure of the special agreements area

Existing special agreements may remain in force with their current contents.

In future, special agreements may be concluded on the basis of the existing protocols for insurance surveyors/loss adjusters and principal administrative officers, respectively, cf. chapters 4 and 5. This means that Section 2 on remuneration, Section 3 on pension, Section 4 on working hours and Section 5 on company car scheme in the loss adjuster protocol, etc., shall remain in force, and provisions on this may still be agreed locally in the special agreements. Other provisions, for instance social provisions agreed pursuant to Chapter 1, must be transferred direct to the special agreements.

Concerning the principal administrative officer protocol, cf. Chapter 5, this means that Section 2 on remuneration and salary, Section 3 on pension and Section 4 on working hours shall remain in force, and provisions on this may still be agreed locally in the special agreements. However, the parties have agreed, as an exception, that the interpretation concerning individual planning of work that the FA and the DFL have agreed as a remark to Section 4, Subsection 3, item c, of Chapter 5, must also be transferred to the special agreements that apply the concept of individual work planning. Other provisions, for instance social provisions agreed pursuant to Chapter 1, must be transferred direct to the special agreements.

Existing special agreements shall also be covered by Sections 10 and 11 of the General Agreement.

Framework provisions concerning company agreements (henceforth CA)

Section 1 Aim

The aim is to create a transparent and functional practical agreement in which the visions and culture of the individual company are integrated in the wording of the agreement.

In this agreement, the parties to the collective agreement lay down the framework for the application of company agreements (CA). The local parties, the employer/company and the staff association, shall subsequently conclude their own agreement on the specific elements to be included in the concrete CA, respecting the current collective agreements between the FA and the DFL.

The remuneration element of a CA shall be based on the principle that the salary and overall remuneration of the individual employee shall be determined on the basis of the tasks to be performed in the job, function, complexity, responsibility, execution and market terms.

The remuneration/salary system in a CA must be developed concurrently with the personnel policy instruments and in connection with the demands to employee competences.

Section 2 Scope

A CA may cover all areas of the collective agreement concluded between the FA and the DFL.

A CA may, in addition to the element of remuneration/salary, contain provisions on daily working hours, cf. Chapter 2, Section 13, Subsection 4 and corresponding provisions of the collective agreement. Provisions on time and pay for training and competence development, job pay, cf. the rules of the collective agreement concerning these matters, and the option of a sixth holiday week paid for by working an additional 36 hours.

The remuneration/salary of trainees and young employees must, however, as a minimum be regulated pursuant to Sections 6 and 7, cf. Chapter 2.

The FA and the DFL emphasise that in terms of personnel policy and administration it is expedient to have the same remuneration/salary system apply to all employees in a company.

The company and the staff association may, however, agree locally whether one or multiple groups of employees should opt out and not be encompassed by a CA.

Section 3 Outside the scope

The company agreement of Danica shall be exempt from the provisions on company agreements, but shall follow the provisions on which the current agreements are based. Any amendments to the Danica agreement shall be negotiated between the parties to the collective agreement.

Section 4 Rules on votes, renewal of CA, etc.

If a company and its staff association, with or without the assistance of the organisations, conclude an agreement, the agreement will be put to a local vote.

The point of departure is that all shall vote on the total contents of the CA and that the outcome shall be determined by simple majority.

Introduction of a CA:

The first time that a CA is to encompass one or multiple groups (for instance call centre staff, claims department staff, IT staff or building surveyors, etc.) it may be a prerequisite for the staff association to accept the outcome that each group individually votes in approval of the result.

If the outcome of the vote is a rejection of the CA, the company shall continue under the terms of the collective agreement as previously.

Renewal of a CA:

If, in connection with the renewal of a CA, the company presents demands that involve changes to the principles of remuneration/salary for the remuneration and employments terms of a specific group relative to other groups, the staff association may require that one or several groups put it to a separate vote. The company may subsequently decide whether it wants to maintain its demand.

The DFL and the FA agree that separate votes should only be demanded in special and significant cases, and that the local staff associations should state as early as possible in the course of local negotiations whether it will demand a separate vote for one or multiple groups.

Renewal of a company agreement shall generally follow the rules provided in Sections 10 and 11 of the General Agreement.

Generally, the following rules shall apply:

Local renewal of a CA shall take place as an integrated part of the negotiations on the collective agreement between the FA and the DFL on the basis of the salary adjustments here agreed, X per cent and Y per cent, respectively.

Section 5 Transitional scheme

Employees may not have their salary reduced by transition to a CA. Employees who have not reached the final salary bracket in a current seniority-based salary system shall be ensured a pay development that guarantees that the expectations to the level of the final salary grade are met.

Section 6 Pay/salary groups

A CA must, as a minimum, encompass five pay/salary groups:

- a. Support staff and technical staff
This group encompasses employees performing manual or technical working tasks that are not connected to the insurance business, Such as craftsmen or employees who handle uncomplicated administrative working tasks. Employees who are normally paid in salary brackets 9 and 21 or under the S/T collective agreement.
- b. Case officers and sales staff
Encompassing employees normally paid in salary brackets 31 and 32.
- c. Managers, consultants and specialists
This group encompasses employees who are normally paid in salary brackets 33 or under agreements for principal administrative officers, consultants and/or heads of department.
- d. Loss adjusters and similar employees
- e. IT staff.

Section 7 Salary structure

A CA remuneration scheme consists of:

- Minimum salary as agreed at central level In

addition, local agreement may be made on:

- Job allowance
- Personal allowance and
- Market allowance

Section 8 Minimum pay

The minimum pay shall be agreed at central level.

Using the five pay/salary groups as a point of departure, the employees are split into eight remuneration/salary categories. For each category, the FA and the DFL shall agree on a minimum salary corresponding to a percentage of the industry average, excluding pension, for the pay/salary category in question.

The eight pay/salary categories comprise, for the collective agreement 2008 (norm 1865.5 hours annually):

1. Auxiliary staff and technical staff, unskilled. (80 per cent), corresponding to DKK 210,000.
2. Auxiliary staff and technical staff, skilled. (80 per cent), corresponding to DKK 242,000.
3. Case handlers and sales staff. (80 per cent), corresponding to DKK 250,000.
4. Managers, consultants and specialists without independent structuring of their work. (80 per cent), corresponding to DKK 325,000.
5. Managers, consultants and specialists with independent structuring of their work. (75 per cent), corresponding to DKK 348,000
6. Loss adjusters. (70 per cent) corresponding to DKK 329,000.
7. IT staff without independent structuring of their work. (68 per cent), corresponding to DKK 318,000.
8. IT staff with independent structuring of their work. (68 per cent), corresponding to DKK 372,000.

The FA and DFL agree on an entry level pay for pay/salary bracket 1 and for trainees in salary bracket 7.

In addition the minimum pay shall be adjusted on 1 January 2010 when pay statistics have been prepared, upon agreement between the FA and the DFL.

Section 9 Other pay elements

Job allowance

The job allowance is determined on the basis of the functions that the employee performs on the job. Job allowance may be both permanent and temporary.

Personal allowance

Personal allowance is assessed on the basis of an overall assessment of the employee's performance, ability to cooperate and professional and personal competences viewed in relation to the department's targets and the company's core values.

Market allowance

The company may use market allowance as an instrument of personnel policy to keep and attract employees.

Section 10 Pension

Pension contribution shall be payable on all regular constituent portions of pay/salary. For employees aged 25 or above, the employer shall pay:

- a. If the salary is less than or equal to DKK 26,449.92 per month as per 1 July 2012 and DKK 26,714,42 as per 1 July 2013, 13.5 per cent shall be paid.
- b. If the salary is higher, but less than or equal to DKK 30,093.25 per month as per 1 July 2012 and DKK 30,394,17 as per 1 July 2013, 14.5 per cent shall be paid.
- c. If the salary is higher, but less than or equal to DKK 34,448.25 per month as per 1 July 2012 and DKK 34,792,75 as per 1 July 2013, 16 per cent shall be paid.
- d. If the salary is higher as per 1 July 2012, 17.5 per cent shall be paid.

(Other provisions on age, seniority, etc., shall continue unchanged).

Section 11 Pay development

The pay pool consists of a combination of a financial framework agreed at central level and a financial framework agreed locally.

The financial framework agreed at central level consists partly of an agreed pay improvement percentage rate for all employees (X), partly an agreed pool to be applied locally (Y) for salary or other locally agreed purposes.

The local framework (Z) shall be agreed between the employer and its staff association.

At the first negotiation in connection with the transition to the pay/salary system in a CA, the local framework (Z) shall correspond to at least:

- The average pay increase percentage rate that the employer has applied to seniority-based pay/salary increases within the past three years.
- The average pay increase percentage rate that the employer has applied to local pay/salary increases in the minimum wage within the past three years in addition to the increases agreed at the central level.
- The average pay increase percentage rate that the employer has applied to extraordinary pay/salary increases through the past three years

Subsequently the local framework is to be negotiated at the renewal of the CA.

Section 12 Salary guarantee

The local pay/salary framework (Y) shall be distributed equally in terms of percentage rate among the five pay groups. This means that each of the five pay groups have access to an identical percentage of the total payroll for local development of pay/salary.

If a pay group has not achieved the agreed percentage of the payroll before a date determined at the central level, the remaining amount shall be paid out as a general allowance to the employees in the pay group concerned.

The local framework (Z) is not subject to any corresponding constraints.

Section 13 Pay interview

Under a CA an employee's pay is determined and developed on the basis of an annual pay interview between the employee and the manager.

The annual pay interview shall therefore be an obligation to the company and an entitlement to the employee.

Similarly a pay interview shall be held in connection with significant changes to the functions and/or responsibility of an employee.

The intention of the pay interview is to achieve agreement on pay/salary.

The remuneration/pay shall be structured as a combination of the pay/salary elements provided in the local agreement.

The salary interview must include the following items:

- A description of the current working tasks that the employee performs
- A description of the results in qualitative and quantitative terms that the employee has achieved during the past year
- A discussion of the employee's pay during the upcoming year. the discussion takes its point of departure in the working tasks, targets and results described (and new tasks, where relevant).
- The manager shall draw up a written report on the pay interview. A copy of this note shall be given to the employee not later than one month after the pay interview.

If the parties fail to agree, the employee may have the matter negotiated locally, and if such negotiations also fail, the matter may be negotiated between the FA and the DFL.

Section 14 Pay statistics

The FA and the DFL have prepared statistics guidelines providing principles for the employers'/companies' conveyance of the statistical information required for the local work on CA pay.

335

The statistics from each employer shall be prepared in connection with the regular allocation of the local pay pool, at least once a year.

In addition to sums total, the statistics must include information on numbers and payroll distributed on pay groups, salary categories and pay/salary elements agreed. The distribution must also be broken down by full-time and part-time employees and by gender.

Pay committee

In connection with the introduction of CA pay, the employer shall set up a pay committee with equal representation of management and employees.

The pay committee shall handle all local negotiations between the employer and the employees relating to CA pay/salary.

Pay committee disputes may be settled by the FA and the DFL.

Section 15 Local agreement

The local agreement must, as a minimum, contain the following elements:

- A plan for the preparation and implementation of CA pay/salary. This is to include the relevant dates, a plan for training managers and union representatives in the administration of CA pay, and information meetings. As a point of departure, these activities are to take place during working hours.
- A description of the pay/remuneration elements to be included in a CA
- A description of permanent and temporary job allowances, including statement in terms of DKK amounts or percentage rates.
- A specification of the criteria for allocation of personal allowances, including an indication of the percentage rates to be applied.
- Specification of the deadline for pay interviews and subsequent disbursement of pay adjustments.
- Description of the local pay committee, including its membership, the frequency of its meetings and working tasks.
- Information on the local salary framework available for the first round of pay interviews.

335

336

Chapter 8
Agreement on settlement of industrial disputes
General Agreement
Provisions on entry into force and termination

| | Side |
|---|-------------|
| Agreement on settlement of industrial disputes..... | 339 |
| General Agreement..... | 345 |
| Provisions on entry into force and termination..... | 355 |

337
338

Agreement between the Association of Financial Sector Employers – *Finanssektorens Arbejdsgiverforening (FA) and Forsikringsforbundet concerning settlement of industrial disputes*

Section 1 Scope

Subsection 1. The present “Rules concerning Settlement of Industrial Disputes” shall be applied in connection with:

- a. Disagreement concerning the interpretation of collective agreements, agreements or practices concluded between the FA or a member of the FA and Forsikringsforbundet.
- b. Disagreement between members of the FA and members of Forsikringsforbundet in cases involving employment law relating to specific persons.
- c. Disagreement concerning the understanding of and breaches of the Act on Notice, etc., in connection with major redundancies.

Subsection 2. Cases involving principle and cases involving the interpretation of statute law may be brought before ordinary Danish courts. Other cases may be brought before ordinary Danish courts when the parties so agree.

Subsection 3. Cases concerning breach of the collective agreement shall be brought before the Industrial Court. Before a case is brought before the court, a joint meeting shall be held upon the request of one of the organisations to discuss the matter not later than 14 days subsequent to such a request being submitted. If an organisation is a member of a larger organisation, the case must be brought by and against the latter organisation.

Section 2 Organisation meeting

Subsection 1. Each organisation must submit a written request for a dispute defined under Section 1 to be negotiated at a meeting of the organisations.

Subsection 2. Any request for negotiations about a dispute concerning the interpretation of collective agreements, agreements or practices concluded between the FA or a member of the FA and Forsikringsforbundet must be made without undue delay.

Subsection 3. In case of termination/summary dismissal, the request for a meeting of the organisations must be submitted as soon as possible and not later than four weeks subsequent to the receipt of the notice of the termination/summary dismissal. Prior to the meeting of the organisations, the employer and the staff association must hold a local meeting to settle the dispute at the corporate level. This meeting must produce signed minutes. The four-week notice may be extended, provided the organisations are informed. Any request for a meeting of the organisations must be submitted as soon as possible and not later than four weeks subsequent to the signing of the minutes.

Subsection 4. In cases involving other disputes at the corporate level, before a meeting of the organisations is held, a local meeting must be held between the employer and the staff organisation with a view to settling the dispute. The meeting must produce signed minutes. The request for a meeting of the organisations must be made as soon as possible and not later than four weeks subsequent to the signing of the minutes. The minutes are considered to be signed by the staff association if it has not responded to the employer’s draft minutes within one week.

Subsection 5. The meeting of the organisations shall be held without undue delay and within three weeks of the receipt of the request.

Subsection 6. The meeting of the organisations shall produce minutes of its proceedings and result. The minutes shall be signed at the meeting of the organisations.

Subsection 7. The announcement that an organisation intends to bring a case involving principle before an ordinary Danish court or be heard before an industrial arbitration tribunal must be made in writing and be delivered to the organisational counterpart not later than four weeks subsequent to the meeting of the organisations at which the dispute is recorded.

Section 3 Arbitration

Subsection 1. If the meeting of the organisations fails to achieve a settlement of the dispute, either organisation may require the dispute referred to settlement by the Industrial Court, cf. Section 1.

Subsection 2. The complaint must be delivered to the plaintiff organisation not later than one month after the receipt of the request for arbitration proceedings.

Subsection 3. A written response must be delivered to the organisation bringing the complaint not later than one month after the receipt of the complaint.

Subsection 4. Both organisations may as an exception a reply or rejoinder in the case, which must be issued not later than 14 days after submission of the response/reply.

Subsection 5. If one of the deadlines specified is exceeded, the Industrial Court may dismiss the case on this basis. Each of the organisations may, if one of the specified deadlines is exceeded, require a ruling according to its claim unless special conditions apply, cf. the Administration of Justice Act provisions on failure to appear and reopening, Sections 354 and 367.

Subsection 6. The organisations agree that cases concerning the interpretation of statute law and generally in exceptional cases where special conditions apply, the parties may make a written agreement to deviate from the deadlines and rules specified above.

Subsection 7. In cases of termination in which the employee has a notice shorter than six months, the parties must agree on shorter deadlines for the purpose of completing the arbitration procedure and, to the greatest degree possible, arriving at a ruling before the time of work stoppage.

Section 4 The membership and ruling of the arbitration tribunal

Subsection 1. The authority of the arbitration tribunal shall encompass the hearing of and ruling on the cases specified in Section 1, Subsection 1.

Subsection 2. The arbitration tribunal shall normally consist of five members, of which the organisations shall appoint two each. The parties shall jointly contact the president of the Industrial Court with a view to appointing an arbitrator. In this connection, the parties shall endeavour to make a unanimous recommendation, cf. Subsection 4. The parties may, as an exception, agree that the number of arbitrators appointed by the organisations shall be only two. In major cases or cases involving principle, the number of arbitrators may be expanded to three.

Subsection 3. No person shall serve on the arbitration tribunal if the case involves matters in which the individual has a personal interest. The arbitrator shall be subject to the ordinary provisions on the incapacity of judges of the Administration of Justice Act. Judges to participate in the hearing of the individual case must themselves ascertain whether there are any factors or reasons that would cause incapacity. Objections against the capacity of a judge must, as far as possible, be presented immediately subsequent to the receipt of the judges appointed to participate in the procedures of the tribunal and should, in any event, be presented prior to the start of the arbitration proceedings. The arbitrator shall make the decision on the capacity of a judge.

Subsection 4. Not later than at the same time as the filing of the request for arbitration, the plaintiff must present a written recommendation for the choice of arbitrator and the defendant must, in case the defendant wishes to oppose the choice of arbitrator, notify the plaintiff of this within one week. When the arbitrator has been appointed, the organisations must immediately agree on a time for the hearing before the arbitration tribunal.

Subsection 5. If the deliberation and vote of the tribunal fails to produce a majority for a ruling on the case, the arbitrator shall have the casting vote in a motivated ruling which, where necessary, also rules on the question of the tribunal's competence.

Subsection 6. The arbitrator shall be constrained in his ruling to a decision within the voting of the other members of the arbitration tribunal and generally within the claims filed.

Subsection 7. The proceedings of the arbitration tribunal shall be subject to the requisite adaptations of the provisions of the Administration of Justice Act concerning trials of civil lawsuits in the first instance, including the rule that a witness must not hear the testimony of other witnesses, experts or parties unless the court decides otherwise. The trial shall be held in open court unless the parties or the arbitrator decide otherwise due to the nature and circumstances of the case.

Subsection 8. The ruling shall be adopted by a vote upon prior deliberations. The deliberations and the vote shall be oral and the arbitrator shall always be the last to vote. Only the tribunal members who have attended the entire oral deliberations shall cast their vote. The decision shall be made on the basis of a simple majority of votes. If the vote yields no majority on a ruling, the arbitrator shall exercise the casting vote in a motivated ruling, which also rules on the question of the tribunal's competence. The rulings of the arbitration tribunal shall be published in accordance with the common understanding of the parties and currently applicable rules in an anonymous form.

Subsection 9. The fees payable to the arbitrator or arbitrators shall be shared equally by the organisations. The organisations shall each pay their own costs.

Remarks to

Section 1

The FA negotiation area shall be defined as: any enterprises, including subsidiaries, branches, agencies or representation offices of foreign enterprises located in Denmark, attached to the financial services sector.

The DFL negotiation area shall be defined as: salaried employees, employees employed on terms and conditions similar to salaried staff and trainees of an insurance company or insurance agency and related enterprises (except for underwriters).

Section 3, Subsection 2

Senior management functions shall be defined as managers referring direct to executive management.

Section 3, Subsection 3

The employers/companies shall inform the FA of which employees are ineligible for DFL membership. The FA shall in turn inform the DFL.

Section 5

The are thus collective agreements concluded between:

- The FA and the DFL
- A corporate member of the FA and a staff association affiliated with the DFL, and a corporate member of the FA and a staff association not affiliated with the DFL, and which had collective agreements prior to the original General Agreement concluded on 29 October 1986.

General Agreement between the Association of Financial Sector Employers - *Finanssektorens Arbejdsgiverforening (FA)* and the Association of Insurance Employees in Denmark – *Danske Forsikringsfunktionærers Landsforening (DFL)*

Section 1

Within the parties' negotiation area, this General Agreement shall apply to corporate members of the FA in the area of insurance and to members of the DFL.

Section 2

The employers/companies shall exercise the rights and privileges of management in accordance with the provisions of the collective agreements and in cooperation with the employees and their union representatives pursuant to the agreements between the FA and the DFL current at the time.

Section 3

Subsection 1. The FA recognizes that its employees shall be free to choose membership of the DFL and free to participate in the work of the DFL.

Subsection 2. The FA may demand that employees holding senior management positions shall not be members of the DFL.

Subsection 3. The DFL must be informed of which employees are ineligible for DFL membership pursuant to Subsection 2.

Section 4

The parties agree to promote good cooperation and work to maintain calm and stable working conditions in its member companies.

Section 5

Subsection 1. Collective agreements on pay and employment terms may solely be concluded between the FA or FA corporate members and, as counterpart, the DFL or a local staff association affiliated with the DFL.

Subsection 2. As subsection 1 is an organisational closed shop provision, the DFL shall be the sole counterpart option for collective agreements on pay and employment terms. However, local staff associations may be counterparts representing one or multiple staff categories at an FA corporate member. Such collective agreement must, however, initially have been concluded not later than 29 October 1986.

347

Subsection 3. For negotiations on local collective agreements on pay and employment terms, each of the parties may seek the advice of the FA and the DFL, respectively, where relevant for the purpose of authorising the organisations to take over the negotiations.

Section 6

Subsection 1. When a collective agreement on pay and employment terms is subject to notice of termination

Subsection 2. Even when a collective agreement is subject to notice of termination and has expired, the parties to the agreement shall be obligated to comply with its provisions until another collective agreement has been concluded or work stoppage has been initiated pursuant to the rules provided in Section 7.

Section 7

Subsection 1. The parties to the General Agreement recognise the right of the parties to collective agreements to serve notice and initiate work stoppage pursuant to the rules provided below.

Subsection 2. Work stoppage shall be the term applied to a strike lock-out, picket blockade and boycott. It shall also be considered a strike or lock -out if a member company is systematically entirely or partially depopulated or gradually wound down.

Subsection 3. No work stoppage may be established unless it has been approved pursuant to the articles of association of the respective parties to the collective agreement.

Subsection 4. Announcement of the intention to establish a work stoppage must be conveyed in writing to the opposite party and be received by this party not later than 12:00 noon on the fifteenth day before the intended work stoppage is to commence.

Subsection 5. If the other party subsequently on the same day intends to serve notice of work stoppage to begin at the same time, the message to this effect must be received by the opposite party before 12:00 midnight on the day in question.

Subsection 6. The same shall apply to notification by the assembly's decision, which must take place not later than the eighth day prior to the intended work stoppage.

Subsection 7. The notice of the decision to cease working must include an accurate description of the extent. Extension of work stoppage already initiated must be announced at not less than eight days' notice.

347

348

Subsection 8. Work stoppage may only be initiated from the first day of a month.

Subsection 9. Members entrusted with performing particularly confidential job functions, such as personal secretaries to a managing director or a personnel director, may be required to excused from participation in work stoppage.

Subsection 10. The opposite party to the collective agreement shall be notified of the employees to be excused from the work stoppage pursuant to the provision of subsection 9.

Subsection 11. The parties to the collective agreement may agree that other members are to be excused from participation in the work stoppage.

Section 8

Subsection 1. Parties to the collective agreement that are covered by this agreement shall be subject to the obligation of refraining from supporting, but instead apply all reasonable means to prevent strikes in contravention of the collective agreements.

Subsection 2. During work stoppage between the organisations and member companies bound by this agreement and third- party employee or employer organisations or enterprises, work stoppage must not be initiated in support of the third party by any party to this General Agreement.

Subsection 3. An employee or a company that joins an organisation bound by this General Agreement shall not be considered a third party. However, it shall be a requirement that no work stoppage has been initiated prior to the joining or that work stoppage has been clearly announced after fruitless negotiations.

Section 9

At the end of work stoppage established under this General Agreement ceases, all employees shall resume their work at the companies where they were employed when the work stoppage started. The parties to the collective agreement shall contribute to restoring normal and calm working conditions.

Section 10

Subsection 1. Disagreement concerning renewal of special collective agreements concluded between the FA or a corporate member of the FA and the DFL or a local staff association affiliated to the DFL may not cause work stoppage, cf. the specifications of subsections 2 to 4.

Subsection 2. When a special collective agreement has been concluded between the FA or a corporate member of the FA and the DFL or a local staff association affiliated to the DFL is subject to notice of termination, the parties must initiate negotiations on a new special collective agreement.

Subsection 3. If the parties fail to agree on a new special collective agreement or the members of the local staff association affiliated with the DFL rejects the result, either party may request arbitration involving the organisations. Arbitration shall be obligatory.

Any request for arbitration must be presented in writing by the plaintiff organisation to the organisational counterpart, and the request must be received by the organisational counterpart as soon as possible and not later than 14 days after the protocol of disagreement has been signed or disagreement has been otherwise recorded.

Arbitration must then be held as soon as possible and not later than 14 days after the receipt of the request.

If no agreement has been achieved after 14 days of the initiation of the arbitration, the matter shall be referred to an industrial arbitration tribunal. The request therefore must be presented in writing by the respective organisation.

Subsection 4. Even when a collective agreement is subject to notice of termination and has expired, the parties shall be obligated to comply with its provisions until another has been concluded to replace it, cf. Section 6 of the General Agreement.

Section 11

Subsection 1. The arbitration tribunal, cf. Section 10, Subsection 3, last paragraph, shall normally consist of seven members. The organisations shall appoint three each and the parties shall jointly appoint an arbitrator. If the parties fail to agree on the choice of arbitrator, the arbitrator shall be appointed by the president of the State Conciliation Board on Labour Disputes, As the eligible candidates must be chosen among the ranks of persons familiar with the principles of renewing collective agreements, including knowledge of the principles of renewing collective agreements under the auspices of the State Conciliation Board on Labour Disputes.

Subsection 2. The proceedings of the arbitration tribunal shall be subject to the provisions of the organisations' agreement on rules for the settlement of industrial disputes, Section 2, Subsections 2, 3, 4 and 5, Section 4, Subsections 3, 4, 5, 6, 7, 8 and 9.

The ruling of the arbitrator must not deviate from the financial framework for renewal of the FA-DFL collective agreement complex as interpreted by the arbitrator.

The arbitrator's ruling, which must be presented not later than one month after the trial before the arbitration tribunal, shall govern the collective agreement of the employees from the time of the expiry of the previous corporate collective agreement.

352

Section 15, Subsection 3

General collective agreements shall mean all agreements and protocols concluded between the FA and the DFL.

352

353

Section 12

He provisions of Sections 10 and 11 shall also apply to company collective agreements concluded between a corporate member of the FA and a staff association affiliated with the DFL according to the protocol on company agreements.

353

354

Provisions on entry into force and termination

The insurance industry is undergoing major changes at present. This is due not least to rapid technological developments, increased political regulation and an increasing complexity in the financial labour market. Consequently, it is important to both employees and employers that collective agreements, agreements and protocols are agile and can be changed on an ongoing basis.

In connection with the renewal of collective agreements, agreements and protocols at 1 April 2017, the FA and Forsikringsforbundet therefore agree that – if necessary – it should be possible to renegotiate them in the agreement period.

Existing provisions may be amended and new provisions may be introduced to ensure that collective agreements, agreements and protocols can be adapted to an agile and changeable world in the best possible way.

Subject index

Page

| | |
|--|----------|
| Absence with pay to participate in organisational work, see UR agreement | |
| Additional work | 147 |
| Adoption | 11 |
| Alarm centres, special provisions | 231-243 |
| Appointment – see pay rise | |
| Arbitration | |
| - General Agreement | 345 |
| - Rules on settlement of industrial disputes | 339 |
| Artisans | 114 |
| Bonus allowance | 111 |
| Canteen staff | 115 |
| Care days | 7, 89 |
| Children's illness | |
| - leave of absence | 11 |
| - leave | 11 |
| Christmas Eve's Day | 129, |
| 175 Collective agreement | |
| - Negotiation | 345 |
| - Interpretation (Rules on the Settlement of Industrial Disputes) | 339 |
| - Interpretation (General Agreement) | 353 |
| Company agreements | 323 |
| Competence development | 73 |
| Constitution Day (Grundlovsdag) | 129, 175 |
| Contract employment | |
| - insurance surveyor/claims adjuster | 209 |
| - Principal administrative officer | 221 |
| Courses | 75 |
| Coverage | |
| - senior administrative officers | 221 |
| - ordinary | 105 |
| - IT | 163 |
| - Loss adjusters | 209 |
| Data technician apprentices | 39 |
| Discrimination, prohibition against | 45 |
| Distance work | 311 |
| Dying, Caring for the | 13 |
| E | |
| Entry-level pay (<i>indslusningsløn</i>) | |
| - salary bracket 9 | 115 |
| - salary bracket 21 | 117 |
| EU directives | 309 |
| Extraordinary pay increases, see Pay increases | |
| Finance corporations, etc. | 307 |
| Finance economists | 39 |
| Flexitime | 131, 175 |
| Framework salary | 117-121 |
| Friday after Ascension Day | 129, 175 |
| Function allowance | |
| - IT | 165 |
| General Agreement | 345 |
| Group Life scheme | 65 |

| | | |
|---|-------------------------|-------------|
| Health insurance..... | 49 | Holiday |
| allowance | 5 | Holidays |
| | 5, 81 | Holiday |
| voucher scheme | 81 | Home |
| terminal | 181 | |
| Hour bank..... | 145, | |
| 191 Illness – see child’s illness – see leave | | |
| Industrial disputes | | |
| - agreement on rules for settlement of | 339 | |
| Insurance surveyors/loss adjusters | | |
| - Protocol concerning loss adjusters..... | 209 | |
| - Guidelines on salary determination..... | 215 | |
| Integration | 41 | |
| Job categories (designations) | | |
| - ordinary | 115-123 | |
| - IT..... | 167-171 | |
| Job pay | 145, | |
| 189 Joint consultations committee | | |
| - Cooperation agreement..... | 265 | |
| - merger..... | 275 | |
| - acquisition..... | 275 | |
| - technology..... | 273 | |
| - staff satisfaction and welfare..... | 271 | |
| - guidelines on cooperation..... | 287 | |
| Joint Consultations | | |
| Council..... | 277 | Leave |
| - adoption..... | 11 | |
| - parental..... | 9 | |
| - care for a seriously ill child..... | 11 | |
| - care for the dying..... | 13 | |
| - care for a close next of kin with a handicap, etc., | 13 | |
| - without pay..... | 7 | |
| Lunch breaks/meal breaks | | |
| - ordinary working | 123, 147, 173 | |
| - staggered working hours..... | 139, 185 | |
| - shift work..... | 141 | |
| - shift work, IT..... | 187 | |
| - overtime work, IT..... | 177 | |
| Maternity leave..... | 9 | Meal |
| breaks, see lunch breaks | | |
| Meal expenditures | 135, | |
| 177 Meetings | | |
| 149 Membership of the DFL | | |
| - Freedom to hold..... | 345 | |
| Minimum pay | | |
| - ordinary..... | 115 | |
| - IT..... | 171, 205 | |
| - Insurance surveyors/loss adjusters..... | 209 | |
| - Principal administrative officers..... | 221 | |
| New Year’s Eve..... | 129, 175 | Night |
| period/night work..... | 137, 181, 237 | Normal |
| pay, insurance surveyors/loss adjusters..... | 208 | Normal pay, |
| principal administrative officers..... | 220 | Notice of |
| termination, see Termination | | |
| Nuisance allowance..... | 127, 131, 143, 187, 189 | |
| On-call and standby duty..... | 135 | |
| On-call | | |

| | | |
|--|--|-------------------|
| - | ordinary..... | 135 |
| - | IT | 179 |
| On-call duty | | |
| - | ordinary..... | 135 |
| - | IT..... | 179 |
| fee | 111 | Organisation |
| meeting..... | 339 | Organisation, |
| right to organise..... | 345 | Organisation work |
| | | |
| - | Absence with pay for..... | 255 |
| - | Organisational training..... | 259 |
| Overtime work | | |
| - | IT..... | 175 |
| Parental Leave Directive, The..... | 27 | Part-time |
| employees..... | 147, 197 | Pay/salary |
| | | |
| - | Ordinary | 107 |
| - | IT..... | 165 |
| - | Insurance surveyors/loss adjuster..... | 209 |
| - | Principal administrative officers, specialists..... | 221 |
| - | Pay with a percentage of..... | 109 |
| - | Pay below minimum wage..... | 165 |
| Pay increase at appointment..... | 107, | |
| 165 | Pay adjustment | |
| - | IT..... | 165 |
| - | IT (general pay rises) | 165 |
| - | Principal administrative officers..... | 221 |
| - | Insurance surveyors/loss adjusters..... | 209 |
| Pay increases | | |
| - | extraordinary..... | 109 |
| - | general..... | 107 |
| - | IT..... | 165 |
| - | Insurance surveyors/loss adjusters..... | 209 |
| - | Principal administrative officers, specialists..... | 221 |
| Pension | | |
| - | Seniority | 151, 193 |
| - | Ordinary | 151 |
| - | IT | 193 |
| - | Principal administrative officers | 223 |
| - | Group Life Regulations..... | 65 |
| - | Pension Assurance Regulations..... | 53 |
| - | Insurance surveyors/loss adjusters..... | 211 |
| Pivot date | | 106 |
| Placement rules | | |
| - | general | 107 |
| - | general, IT..... | 165 |
| - | educational class..... | 113 |
| Pregnancy | | 9 |
| Preparedness | 135, | |
| 179 | Principal administrative officers | |
| - | Protocol on principal administrative officers..... | 221 |
| - | Protocol on guidelines for determination of pay/salary | |
| 227 | Project work..... | 125 |
| Qualification allowance, see extraordinary pay increases | | |
| Remuneration package..... | | 23 |
| Rights and privileges of management | 345 | |
| Safety committee..... | | 277 |
| Salary annex | | |

| | | |
|--|--|--------------------|
| - | Normal annual hours 165,5..... | 155 |
| - | Normal annual hours 1924..... | 157 |
| - | IT | 205 |
| Salary brackets | | |
| - | trainee | 113 |
| - | 5..... | 115 |
| - | 9..... | 115 |
| - | 12..... | 171 |
| - | 13..... | 171 |
| - | 14..... | 171 |
| - | 15..... | 171 |
| - | 16..... | 171 |
| - | 17..... | 171 |
| - | 21..... | 117 |
| - | 31..... | 117 |
| - | 32..... | 119 |
| - | 33..... | 121 |
| Salary bracket structure, IT..... | | 171 |
| Seniority..... | | 107, 151, 193 |
| Seniors | | |
| - | part time..... | 15 |
| - | days off..... | 17 |
| - | termination..... | 17 |
| Shift work | | |
| - | pay..... | 143 |
| - | pay, IT | 187 |
| - | definition..... | 141 |
| - | definition, IT..... | 185 |
| - | restructuring of ordinary working hours..... | 189 |
| Shifts | | |
| - | pay | 143, 239 |
| - | pay, IT..... | 187 |
| - | definition..... | 141 |
| - | definition, IT | 185 |
| - | phased withdrawal of pay..... | 145,189 |
| Special collective agreements..... | | 321 |
| Special provisions concerning alarm centres..... | | 231-243 |
| Staggered working hours | | |
| - | pay (regular)..... | 143,187 |
| - | pay (temporary)..... | 143, 189 |
| - | definition..... | 139, |
| 183 Step increase..... | | 107 Tele- |
| concepts..... | | 129 Telephone |
| consultation..... | | 139, 179 Temporary |
| employment | | |
| - | ordinary..... | 105 |
| - | IT..... | 163 |
| Terminal equipment..... | | 181 |
| Termination | | |
| - | warning | 13 |
| - | of individuals | 13 |
| - | severance benefit..... | 15 |
| - | rehiring | 15 |
| - | collective | 273 |
| - | information of staff association | 13, 247 |
| - | union representatives | 251 |
| - | wrongful dismissal, compensation for | 15 |

| | |
|--|--------------------|
| Time off in lieu of payment | 133, |
| 175 Trainees | |
| - trainee period..... | 113 |
| - holidays | 5 |
| - placement after completed programme training | 115 |
| - pay..... | 113 |
| - training/education | 113 |
| - retest | |
| 115 Trainees, IT | 171 |
| Training and competence development..... | 73 |
| Training contribution..... | 263 |
| Transfer | 19 |
| Transport expenditures..... | 135, 179 |
| Transport time..... | 135, 179 |
| Union Representatives | |
| - agreement..... | 247 |
| - termination of | 251 |
| - paid absence for union work | 255 |
| - paid absence for training..... | 259 |
| - duties..... | 247 |
| - cooperation interview..... | 253 |
| - election of..... | 249 |
| Work stoppage | 347 |
| Working environment | |
| - organisation | 303 |
| - joint consultations committee agreement | 265, 293 |
| - guidelines on cooperation | 287 |
| Working hours | |
| - part-time employees | 147, 197 |
| - ordinary | 123, 173, 211, 223 |
| - on Saturdays | 127 |
| - tele-concepts | 129 |
| - loss adjusters..... | 211 |
| - staggered hours..... | 139, 183 |
| - shifts..... | 141, 185, 237 |