

The Managers' Agreement

(annotated)

3rd edition, 1 February 2007

The Managers' Agreement (formerly the General Provisions) on the co-operation between the Danish Association of Managers and Executives and the Confederation of Danish Employers and affiliates and a few members shall apply from 1 October 1977 as amended and adjusted most recently in 1998.

Thus the Managers' Agreement (hereinafter the Agreement) shall replace the General Provisions so as to comprise the same associations and to have the same professional and personal scope as the General Provisions.

The Agreement was renewed in October 1977 and amended in March 1982, in the summer of 1990 and most recently in the autumn of 1998. Even though the Agreement is a framework agreement, a certain practice has evolved as to the understanding and interpretation of the provisions of the Agreement.

In the spring of 2003, the parties implemented some editorial amendments to the Agreement, and the 2nd edition was therefore published.

On 15 December 2006, the Confederation of Danish Employers and the Danish Association of Managers and Executives signed a number of amendments to the Agreement, among other things to implement various EU Directives. As a result, this 3rd edition of the Agreement is now published.

Chapter 1

General conditions

1

Introduction

The Confederation of Danish Employers (hereinafter DA) and the Danish Association of Managers and Executives (hereinafter LH) have entered into this Agreement with the purpose of exercising management rights to the maximum benefit of the undertakings. The trusted employees covered by the Agreement – hereinafter called the Managers – have a central role in the day-to-day running of their undertakings, and therefore the Agreement should also be seen as a wish to strengthen and develop the natural relationship of trust between the employers on the one hand and the Managers on the other.

In order to maintain this relationship of trust, the parties therefore also agree that any disputes arising out of the interpretation of the Agreement or out of any wish by a party to renegotiate the Agreement in whole or in part cannot lead to any strike, lock-out or other industrial action.

1(2)

Thus the purpose of this Agreement is to support the individual employment contract, among other things through pointing out the issues to be dealt with in the individual employment relationship.

1(3)

The parties agree that when laying down the actual employment terms, including the fixing of pay etc., consideration shall be given to the Manager's individual position in the undertaking together with his responsibilities, obligations and possibilities.

1(4)

Principally, the Manager's employment relationship shall be laid down in a separate contract between the employer and the individual Manager.

1(5)

Twice a year the management of DA and LH shall meet with the purpose of discussing both the co-operation between the parties and the development of the practice relating to the Agreement.

2

Non-mandatory clause

This Agreement shall not prevent an association covered by the Agreement from making an agreement, which amplifies or dispenses with this Agreement. However such agreements shall be approved by the parties to this Agreement.

3

Scope

This Agreement shall apply to the aforementioned associations, their affiliates and their individual members subject to the compliance with the below-mentioned terms.

3(2)

This Agreement shall apply to the employment relationship of salaried employees, cf. The Salaried Employees Act, who -

- (a) either in whole or in part have been given the right to manage and distribute work and / or to use relevant manpower; and / or
- (b) have been entrusted with the right to enter into commitments or any other rights which binds the employer and / or the undertaking; and / or
- (c) carry out work functions, which due to their nature involve a certain responsibility, for which reason the parties to the Agreement find that these should be covered by the Agreement;

but who have not been registered as directors in the Danish Commerce and Companies Agency.

Note to
clause 3

This provision implies that the Agreement shall only apply to employees who are managers under this Agreement and who are members of LH, the Danish Engineers' Association or the Danish Foremen's Union.

Where the Agreement states membership of LH, this shall also imply the Danish Engineers' Association and the Danish Foremen's Union.

The personal scope of the Agreement is the same as in the General Provisions. Thus members of the Danish Engineers' Association and the Danish Foremen's Union are also covered by the Agreement provided that they comply with the terms of the Agreement. The Agreement shall not apply to the Danish Shipowners' Association.

At the time of appointment/employment, the Managers in question shall be called upon to notify the employer of membership of the associations mentioned above in the note, and likewise the employer is requested to endorse an application for admission to the association in question.

It is agreed that the employer shall not be responsible for any possible violation of the Agreement provided that there is proof that the employer neither knew nor should have known that the Manager in question is duly covered by the Agreement.

4

Association relationships

The Managers hold positions of trust given to them by their employers, inter alia vis-à-vis workers. As a result, the Managers cannot be covered by the undertaking's collective agreements for non-managerial workers.

4(2)

Where negotiations are requested in accordance with this Agreement, the association requesting the negotiations shall notify the undertaking in question of the members for whom negotiations have been requested.

Where the employer finds that any of the employees of whom he is notified cannot be recognised as Managers according to the provisions, the employer shall raise objections within one month.

4(3)

In case of a change in the Manager's employment relationship which implies that the Manager can no longer comply with this Agreement, the employer shall as soon as possible after the change notify the Manager in writing hereof. Similarly, it rests with the Manager to inform the employer if he resigns from his association. Objections shall be raised within one month upon the receipt of such notification.

4(4)

As a consequence of the Manager's position of trust given to him by the employer vis-à-vis the workers, he shall not participate in any piecework system.

Note to
clause 4

The parties agree that clause 4.1 has been amended as a result of the amendment of the Danish Freedom of Association Act, cf. Act no. 359 of 26 May 2006. The parties have noted the motives behind the statutory amendment, including Bill no. L153, Annex 7, and the answer to question 6. On that basis, the parties have agreed to maintain the practice which has evolved since the General Provisions concerning the manager concept and the relationship to collective agreements for non-managerial employees.

Chapter 2

The employment relationship

5

Contract etc.

The employment relationship shall be confirmed by written agreement, which in all cases shall consider the fixing of pay, working hours and the question of whether a pension scheme is to be set up.

5(2)

In compliance with Council Directive 91/533/EEC of 14 October 1991 on an employer's obligation to inform employees of the conditions applicable to the contract or employment relationship, the parties to this Agreement have prepared the form "Employment Contract", reprinted as an appendix to this Agreement.

Employment contracts issued after the effective date of this Agreement shall provide at least the same information as that stated in article 2.2 of the above Directive on the employer's obligation to provide information.

5(3)

This Agreement implements Council Directive 91/533/EEC of 14 October 1991 on an employer's obligation to inform employees of the conditions applicable to the contract or employment relationship. Questions as to whether an employer has observed his duty to notify the employee of the terms of the employment relationship shall be decided by the Managers' Arbitration Court, cf. clause 21.

Where the employer does not fulfil his obligation to inform an employee of the terms of the employment relationship on time, such violation may be pointed out to the employer. If the matter has not been settled within five working days after the complaint, the matter may be pointed out in writing to the employers' association in question. In case the matter is settled within five days upon receipt of the complaint in the employers' association in question, the matter shall not be further sanctioned.

In any case the Manager shall be notified of the terms of the employment relationship not later than 15 days after the complaint has been given.

Note to
clause 5

Act no. 392 of 22 June 1993 concerning the employer's obligation to inform the employee of the terms of the employment agreement (cf. Consolidated Act no.692 of 20 August 2002) shall not apply hereinafter to Managers covered by the Managers' Agreement (cf. section 1(3) of the Act.

6

Pay

The Manager's pay shall be agreed from case to case between the employer and the individual Manager.

6(2)

The Manager's pay shall at the time of the appointment – or the employment - of the Manager be fixed in relation to the pay of the other employees in the undertaking thus taking into account the content and nature of the position as well as the Manager's qualifications, education, seniority, responsibility and performance.

6(3)

Once a year the Manager and the employer shall assess and possibly adjust the pay.

6(4)

Furthermore, in fixing the pay consideration shall be given to the terms of the employment relationship relating to shift work, alternating shift work and to overtime hours and/or additional work, which has either been assigned to

the person in question or goes beyond what he can be expected to do in order to perform his work, cf. clause 8.

6(5)

In case the company has a representative, the general criteria and principles of pay fixing and regulation in the undertaking may be discussed between the employer and the representative, cf. clause 14.

7

Pension

Agreement on pension schemes shall be made between the Manager and the employer.

7(2)

On an equal footing with the other employees within the same field of activity in the undertaking, the parties agree that it is expedient to set up a pension scheme for the Manager which aims at comprising for instance a lifetime retirement pension with current benefits, a disablement pension and a pension in respect of children.

7(3)

In the case of promotions or new appointments of Managers after the commencement of this Agreement, the employer shall therefore offer the Manager a pension scheme as part of the employment contract, and it shall appear from this written employment contract that the offer has been made and whether a pension scheme has been set up.

7(4)

In case a Manager requests pension – within the agreed pay scale - during the annual pay negotiations, cf. clause 6(3), the employer shall not resist such request.

7(5)

In case a pension scheme is set up, the employment contract shall state how the pension scheme is set up.

7(6)

In case no pension scheme is set up, the employment contract shall stipulate whether the agreed pay is a gross pay (which compensates for "lack of" pension contribution).

7(7)

Unless the undertaking is already covered by other pension agreements for Managers or similar employees, the pension offer shall include the possibility of setting up a pension scheme in PFA Lederpension. If the offer for a pension in PFA Lederpension is accepted, the pension company shall be informed hereof in compliance with the procedure laid down in the agreement between the parties, reprinted as appendix to the Managers' Agreement.

Note to
clause 7

Where the Manager is a member of the Danish Engineers' Association or the Danish Foremen's Union, the pension offer shall instead comprise a possibility of setting up a similar pension scheme in PFA.

8

Working hours

Unless otherwise agreed, the working hours of the Managers shall follow the working hours of the field of activity, however some overtime hours must be expected due to the nature of the management function.

8(2)

Remuneration or compensation for alternating shift work and overtime hours and /or additional work, which has either been assigned to the person in question or goes beyond what he can be expected to do in order to perform his work, shall be agreed upon when fixing the pay, cf. clause 6.

8(3)

The agreement on the implementation of the EU Working Hours Directive applying to the field of activity shall be effective.

8(4)

Reference is made to the employment contract, cf. clause 5.

Note to
clause 8

The provision stipulating that the working hours of the Manager shall follow the working hours of the field of activity unless otherwise agreed shall be understood in compliance with practice in accordance with the General Provisions.

9

Miscellaneous

With regard to employment issues not covered by the Managers' Agreement, including the right to time off and maternity leave, the Manager shall comply with the practice of the field of activity, unless otherwise laid down in the personnel policy of the undertaking or separately agreed between the Manager and the employer.

Note to
clause 9

By this clause the parties have agreed that the Manager basically complies with the practice of the field of activity in relation to other employment issues not regulated by the Managers' Agreement. For instance in connection with time off (customary provisions), leave in order to nurse a sick child, maternity leave etc. The provision, which is not complete, shall not impede the regulation of these issues in the undertaking's personnel policy, and likewise a separate agreement on these issues may be entered into between the Manager and the employer.

10

Training

Adjusted to the situation of the undertaking, the Manager has the right and duty to participate in the necessary professional and managerial training, and newly appointed Managers have the right and duty to acquire the educational skills required for handling the management function.

10(2)

With regard to this, the Manager and the employer shall make an agreement on the Manager's training, which is to be revised and agreed once a year.

11

Notice of termination

The notice of termination of the Salaried Employees Act shall apply to termination, cf. however clause 2.

11(2)

Where an employee is promoted to Manager in the same undertaking and where the notice of termination was longer than provided for by the Salaried Employees Act, the notice of termination in force at the time of the promotion shall apply until the person in question in pursuance of the Salaried Employees Act acquires at least the same notice of termination.

12

Severance Pay

In the case of dismissal of a Manager, who has reached the age of 50, but has still not reached the age of 65 at the time of the dismissal, and who has been employed as Manager in the undertaking for a continuous period of at least ten years, the employer shall pay severance pay corresponding to three months' pay.

Comment to
clause 12

This provision is as laid down in the General Provisions.

It is a precondition for the right to severance pay that the notice of dismissal was given after the Manager turned 50. Similarly the provision relating to ten years' employment as Manager shall be complied with at the time of the notice.

This implies, among other things, that a possible subsequent counter resignation from the Manager or death in the period of notice shall not mean forfeiture of a right to severance pay.

In case the notice of dismissal was given with a calculated resignation time after the Manager has completed his 65th year, no severance pay shall be paid.

Where the undertaking by agreement or in accordance with practice pays a larger amount in the event of withdrawal, the undertaking is requested to specify whether the severance pay mentioned above in clause 12 is included in this amount, in order to avoid misunderstandings at a later stage.

The provision relating to severance pay is a supplement to the provisions of the Salaried Employees Act. Thus the rules of the Salaried Employees Act shall not be affected by this.

13

The use of the "holiday allowance card" (feriekort) in the case of withdrawal

Upon the withdrawal of a Manager the employer may use a "holiday allowance card" authorised by the associations instead of the "Holiday Account" (FerieKonto), cf. Standard Agreement A of the central labour market associations.

DA shall give the usual guarantee for the existence of the money.

Note to
clause 13

This provision is as laid down in the General Provisions and is to be interpreted as meaning the administering of the Holiday Allowance Card and Guaranteed Holiday obligations are the responsibility of each individual member of the Confederation of Danish Employers.

Chapter 3

Representatives, working conditions and co-operation

14

Representatives

Provided that at least ten Managers are employed in an undertaking, the Managers or the employer may request the appointment of a representative.

More than one representative may be appointed subject to agreement in the workplace.

14(2)

The employer has cause of action in case he cannot approve an appointed representative. If the employer intends to use the cause of action, he shall appeal to LH as soon as possible – and within one month – after having been notified of the appointment of a representative.

14(3)

On behalf of the Managers, representatives may demand that negotiations be initiated with the employer on issues of interest to the Managers such as working conditions, holiday planning, general pay conditions and employment and severance terms.

14(4)

The fact that a Manager functions as a representative shall not give rise to the dismissal of the Manager, nor shall his position be significantly impaired as a result hereof.

14(5)

The Parties agree that, in the case of an employer intending to dismiss a representative, LH shall be informed in advance. LH shall have the right of appeal for negotiations on the matter. Such a negotiation shall be conducted before

the dismissal order has been issued and no later than eight days after LH has been informed on the matter.

14(6)

Disputes regarding the dismissal of a representative shall be considered under the auspices of the Managers' Arbitration Court, cf. clause 12, as soon as possible after the dismissal has been notified. The time limit may be derogated from by agreement between the associations.

14(7)

Dismissal contrary to sub-clause 4 shall be considered aggravating circumstances.

14(8)

The duty to inform, cf. sub-clause 5, shall not apply in the case of a summary dismissal of a representative, however disputes in this respect may be referred to the Managers' Arbitration Court, cf. clause 12.

Note to
clause 14

Representatives appointed prior to the commencement of the Managers' Agreement may continue as representatives until 1 January 2001 after which date sub-clause 1 shall apply. From 1 January 2001 the appointment of more than one representative requires workplace agreement. Where a representative has been appointed prior to the commencement of the Managers' Agreement in an undertaking with less than ten Managers employed, the representative may continue as representative subject to workplace agreement.

15

Contact group

It is recommended that matters of a more general nature in larger undertakings with more than one representative be discussed in a contact group with an equal representation of representatives and the employer.

15(2)

In case no contact group or any other form of co-operation has been set up, the employer and the Managers shall hold contact meetings with the aim of informing Managers and improving co-operation during which current and future problems shall be discussed.

15(3)

Meetings shall be held upon reasoned request.

Comment to
clause 15

This provision deals with the internal co-operation on the management side whereas the Co-operation Agreement between LO (The Danish Federation of Trade Unions) and DA deals with the cooperation between the management side and the other employees.

In connection with the Co-operation Agreement between LO and DA, a supplementary agreement has been made between the managers' associations and DA which secures the representation of the management group on the management side in the consultation committee, and that any member of this group may require a review of the agenda prior to the meetings in the consultation committee in order to solve any possible problems on the management side prior to the meeting of the consultation committee. The supplementary agreement is reprinted as an appendix to the Managers' Agreement.

Differing from the General Provisions, the provision now lays down that a meeting shall only be held upon motivated request. The Managers' Agreement does not stipulate any minimum number of annual meetings.

16

Internal co-operation

Together, the Manager and the employer shall work on increasing productivity and improving competitiveness.

Note to
clause 16

This provision is new compared to the General Provisions.

17

Negotiating working conditions

LH shall have the opportunity to be represented during the negotiations between employer and employees regarding the conditions of one or more Managers.

Note to
clause 17

This provision is as laid down in the General Provisions. Due to the possibility of basing a collective agreement on the Working Environment Act no. 72 section 2 (cf. clause 9a on working conditions) the parties have agreed that Act no. 72 shall also apply to all forms of harassment in the workplace, including that of a sexual nature, concerning one or more Managers. The parties agree on the necessity of involving LH in such cases at the earliest possible stage.

18

Industrial disputes

The Managers shall carry out their ordinary day-to-day work during industrial disputes between employers and employees.

18(2)

Where valuables are at risk due to the non-performance of certain work, Managers shall however contribute to saving such valuables.

18(3)

During a work stoppage of which no notice has been given and otherwise during a dispute in contravention of the collective agreement, the Managers shall participate, to the extent possible, in maintaining the operation of the undertaking.

Comment to
clause 18

This provision is as laid down in the General Provisions. The provision covers both legal industrial disputes and work stoppages in contravention of the collective agreement.

In the case of legal industrial disputes the management group shall remain unbiased, i.e. perform their ordinary

day-to-day work. In addition to this they shall assist in saving valuables where these are at risk.

Furthermore, in the case of work stoppage of which no notice has been given or a dispute in contravention of the collective agreement, the trusted salaried employees shall participate in maintaining the operation of the undertaking to the extent possible.

The individual undertaking or salaried employee group shall consult their associations in questions of doubt relating to the above-mentioned provisions.

Chapter 4

Industrial Negotiations

19

Rules governing industrial negotiations

The parties agree that apart from disputes regarding pay questions, disputes of an industrial nature shall be dealt with according to the below-mentioned provisions.

19(2)

Disputes of an industrial nature and disputes regarding the understanding of the Managers' Agreement shall be settled by negotiation between the associations, or, in the case of disagreement, by industrial arbitration.

19(3)

Disputes regarding claimed wrongful discharge or summary dismissal, also of representatives, shall be settled under the auspices of a severance board set up by the parties, hereinafter called the Managers' Arbitration Court, cf. the rules of procedure of the Court, reprinted as appendix to the Managers' Agreement.

Note to
clause 19

Agreement on pay or pension or on the remuneration of overtime hours and additional work, alternating shift work or shift work etc. as well as the protocol on a senior policy for Managers shall be entered into between the individual Manager and the employer.

Pay etc., pension or the remuneration of overtime hours and additional work, alternating shift work or shift work etc. as well as the protocol on a senior policy for Managers shall thus not be subjected to scrutiny in accordance with the Managers' Agreement.

20

Disputes of an industrial nature and disputes regarding the interpretation of the Managers' Agreement

As far as possible, disputes of an industrial nature and disputes regarding the interpretation of the Managers' Agreement shall be settled by workplace negotiations.

20(2)

In case agreement cannot be reached through workplace negotiations, conciliation proceedings shall be conducted on request with the participation of the parties involved and their affiliates.

20(3)

Requested conciliation proceedings shall be conducted without undue delay within one month after the receipt of the request. The associations may agree to depart from this time limit.

20(4)

In case the dispute is not settled during the conciliation proceedings, both contracting parties may request that association proceedings be conducted with the participation of the contracting parties.

Such association proceedings shall be conducted not later than one month after the receipt of the request. The contracting parties may agree to depart from this time limit.

20(5)

In case no agreement is reached during the association proceedings, the dispute may be settled by an ad hoc arbitration tribunal consisting of four arbitrators, two appointed by either party, and a chairman/umpire appointed by the contracting parties in agreement. In case the contracting parties cannot agree on the appointment of a chairman/umpire, the chairman/umpire shall be appointed by the Danish Labour Court.

20(6)

Minutes of all above-mentioned meetings and proceedings shall be made to be signed by both parties.

21

20(7)

In case the dispute is settled by workplace negotiations, during the conciliation proceedings or the association proceedings, such settlement shall be binding on the parties.

The Managers' Arbitration Court

The Managers' Arbitration Court considers disputes regarding alleged wrongful discharges or summary dismissals of Managers, including representatives, and questions as to whether an employer has observed his duty to inform the employee of the terms of the employment relationship.

21(2)

Complaints submitted to the Managers' Arbitration Court shall be submitted to a secretariat established by the contracting parties which will handle the preparation of the case, including the exchange of pleadings and the setting down of the case for hearing before the Court.

21(3)

In case the Manager claims that the discharge or summary dismissal is wrongful, this may on request be settled in the workplace between the employer and the Manager. A possible representative may participate or the Manager may choose to let the representative represent him.

21(4)

Workplace negotiations shall be terminated within two weeks after the discharge or summary dismissal has been informed.

In case the employer has given clear misrepresentations of the reason for the discharge or summary dismissal of material importance to the case, the above-mentioned time limit shall be calculated from the time when the Manager was or ought to have been cognizant of the correct information. Workplace negotiations shall however be com-

pleted within six months from the notice of discharge or summary dismissal.

21(5)

In case agreement has not been reached during the workplace negotiations, conciliation proceedings shall be conducted upon request with the participation of the parties involved and their affiliates.

21(6)

Conciliation proceedings shall take place upon request without undue delay within one month after the receipt of the request. The associations may agree to deviate from this time limit.

In case the dispute is not settled during the conciliation proceedings, both contracting parties – LH and DA – may request that association proceedings be conducted with the participation of the contracting parties. Such association proceedings shall be conducted within one month after the receipt of the request. The contracting parties may agree to deviate from this time limit.

21(7)

In case agreement has not been reached during the association proceedings, the dispute may be settled by the Managers' Arbitration Court, which consists of two members appointed by the contracting parties and a chairman elected among the Supreme Court judges by the contracting parties.

21(8)

In case the dispute is settled by workplace negotiations, during the conciliation proceedings or the association proceedings, such settlement shall be binding on the parties.

21(9)

The specific rules concerning the activities, process and legal procedure etc. of the Managers' Arbitration Court shall be laid down in the rules of procedure.

21(10)

The contracting parties shall use the Managers' Arbitration Court when dealing with disputes within the competence of the Managers' Arbitration Court, and shall neither endorse the hearing of disputes in other forums nor support any members in this respect.

In case of agreement between the contracting parties, disputes within the competence of the Managers' Arbitration Court may be heard in another forum or under other auspices.

Chapter 5

Commencement and termination of the agreement

22

Commencement

The Managers' Agreement comes into force on 1 February 1999.

Note to
clause 22

The provision implies that the Managers' Arbitration Court has powers to hear disputes within the competence of the Court, provided that the dispute arose after the commencement of the Managers' Agreement – notice of dismissal for instance shall be given after this date.

23

Termination

This Managers' Agreement shall be effective until terminated by either LH or DA at a six months' notice to any 1 October.

Comment to
clause 23

This provision is as laid down in the General Provisions.

Copenhagen, 15 December 1998

THE DANISH ASSOCIATION OF
MANAGERS AND EXECUTIVES

Ole Skov
Svend Askær

THE CONFEDERATION
OF DANISH EMPLOYERS

Niels Fog
Jørn Neergaard Larsen

Explanation

Notes: The notes to the provisions of the Managers' Agreement have been prepared by the contracting parties by concerted action and have been subjected to consideration during the discussions of the Managers' Agreement.

Comments: The contracting parties have prepared comments to the provisions of the Managers' Agreement which have not been amended in relation to the General Provisions. These comments are identical to those of the General Provisions.

The Cooperation Agreement

Agreement between the Confederation of Danish Employers and LH on Managers' participation in consultation committees in the undertakings

Following up on the Cooperation Agreement of 9 June 1986 between the Danish Federation of Trade Unions (hereinafter LO) and the Confederation of Danish Employers, LH and DA have reached an agreement on the following guidelines for Managers' participation in the consultation committees.

- 1** Where members of LH are employed in an undertaking, at least one of them shall be appointed as member of the so-called 'group a' of the consultation committee.
- 2** In cases where LH members have appointed one or more representatives, agreements shall be made with them on representation in accordance with clause 1. In other cases, the representative shall be appointed after negotiations with the Managers employed.
In case agreement cannot be reached the matter shall be settled according to the provisions of clause 5.
- 3** As to eligibility, term of office and remuneration for participation in meetings outside normal working hours, the provisions of the Cooperation Agreement between DA and LO shall apply.

- 4 Any member of 'group a' may require that the agenda be discussed prior to the meetings of the consultation committee.
- 5 Any possible disputes regarding the interpretation of this Agreement shall be settled according to the existing rules governing industrial negotiations, cf. the Managers' Agreement.
- 6 The Agreement shall be effective until either party terminates it at a six months' notice to any 1 October.

Copenhagen, 15 December 1998

THE DANISH ASSOCIATION OF
MANAGERS AND EXECUTIVES
Ole Skov
Svend Askær

THE CONFEDERATION
OF DANISH EMPLOYERS
Niels Fog
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Guidelines between the Confederation of Danish Employers and the Danish Association of Managers and Executives in Denmark concerning Managers' participation in European works councils

As to the implementation of Council Directive 94 / 45 / EU of 22 September 1994 on the establishment of a European Works Council, the Danish Association of Managers and Executives and the Confederation of Danish Employers have agreed to recommend the following guidelines for Managers' participation in European works councils.

In case a European works council is established in Danish community-scale groups (parent companies), the management team of the group shall be fully informed about talks with the European works council. Either through letting a representative of the management team become part of the parent company's management delegation or by keeping the management team properly informed of meetings between the group and the European works council.

In subsidiaries affiliated with a European parent company, the management of the subsidiary shall currently inform the management team of the individual subsidiary about the matters which are being discussed in the established European works council.

In case negotiations in the individual community-scale group result in the setting up of information and consultation procedures, in pursuance of Article 6(3) of the Directive, the management team shall be kept informed at the same level as laid down in (1) and (2).

Copenhagen, 15 December 1998
THE DANISH ASSOCIATION OF
MANAGERS AND EXECUTIVES
Ole Skov / Svend Askær

THE CONFEDERATION
OF DANISH EMPLOYERS
Niels Fog / Jørn Neergaard Larsen

Agreement on the implementation of EU directives

Harmonisation of the decisions made on the Danish labour market under EU auspices shall secure both sides of industry influence in deciding the conditions of the individual workplaces.

Against this background and with regard to implementing the EU directives on industrial relations according to agreements – supported by a majority of the Danish political parties, cf. the agenda of the Danish Parliament of 30 November 1993 – DA and LH have entered into this Agreement on the implementation of EU directives.

To the extent that implementation is necessary, DA and LH agree that EU directives should be implemented according to agreements in order to secure a timely and full implementation of the directive. Scope, form and content of the implementation shall be determined on the basis of a concrete evaluation, which specifically focuses on the actual content and level of the directive.

Thus DA and LH agree -

- that steps shall be taken to implement EU directives according to agreement in cases where implementation is necessary (i.e. in cases where this is required, as individual implementations are generally not carried out in cases where the directive in question is considered to be implemented for instance through the Managers' Agreement);
- that where an agreement has been reached on an implementation, which complies with EU requirements to the directive in question, such agreement shall not be affected by any other implementation measures which may or may not be adopted;
- that during the negotiations on the agreement implementation, DA and LH emphasize that the Danish Parliament / Government refrain from introducing competitive bills or revealing any possible content hereof;
- that subsequent implementation measures, including any possible statutory instruments, be initiated against the background of the level laid down by the directive and with special regard to respecting the parties' own administration.

Termination

This Agreement shall come into force upon the signing hereof and shall be effective until terminated at a three months' notice. Termination shall

only take place to any 1 October.

Copenhagen, 15 December 1998
THE DANISH ASSOCIATION OF
MANAGERS AND EXECUTIVES
Ole Skov
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Agreement on the implementation of the Framework Directive on Information and Consultation

With reference to the Agreement on the implementation of EU Directives dated 15 December 1998 between LH and DA, the parties have agreed as follows:

1. The Framework Directive on Information and Consultation has been implemented between the parties via their Agreement on Managers' participation in consultation committees in undertakings dated 15 December 1998, cf. section 3 of the Danish Act on Information and Consultation.
2. The Agreement is effective from 23 March 2005.
3. The Agreement may be terminated at six months' notice to expire on 1 June of any year. If one of the organisations would like to amend the Agreement, it must notify the other party to the Agreement six months before the date when notice of termination is to be given, and the parties will then negotiate without access to industrial action for the purpose of reaching agreement and thereby avoid termination.

Even if one of the parties has given notice of termination of the Agreement, the parties will be obligated to comply with its provisions until it has been replaced by another agreement or the Directive is amended.

Copenhagen, 15 December 2006
THE DANISH ASSOCIATION OF
MANAGERS AND EXECUTIVES

Svend Askær

THE CONFEDERATION OF
DANISH EMPLOYERS

Jørn Neergaard Larsen

Agreement concerning implementation of the EU Directive on part-time work.

With reference to the Agreement made by LH and DA on implementing the EU Directive of 15 December 1997, the following Agreement was made to take effect from 20 January 2001. Said Agreement refers to EU directive 97 / 81 of 15 December 1997 concerning general guidelines for part-time work, as agreed by Unice, CEEP and the ETUC.

The Directive is included with this document.

1. Extent of the Agreement

The current Agreement concerns part-time Managers covered by the Managers' Agreement.

The Agreement is in force pending more specific EU guidelines, in particular those concerning equal opportunity and the equal treatment of men and women.

1. Purpose of the Agreement

The purpose of the current Agreement is:

- a) To form a basis for rooting out discrimination and improving the quality of part-time work.
- b) To aid the further development of part-time, voluntary work and contribute to flexible allocation of working hours in such a way as to meet the demands of employers and Managers.

2. Definitions

In the current agreement, the following definitions shall apply:

1. A part-time Manager is to be interpreted as a Manager whose combined weekly or average working hours over a period of up to two years are less than those of a full-time Manager.
2. A full-time Manager is to be interpreted as a Manager working for the same Company on a similar contract or under similar conditions and who is involved with work of an identical or equivalent nature. Other comparative

conditions may apply such as differences in job seniority, qualifications or skills.

If no full-time Manager is present for comparison in the given situation, the matter of equivalency rests on the relevant collective agreement, or, in the absence of such an agreement, on national legislation, collective agreements or usual practices.

3. The principle of non-discrimination

As concerns terms of employment, a part-time Manager may not be subject to any form of discrimination in comparison to an equivalent full-time Manager, purely on the basis of being partially employed, unless objective factors exist calling for differentiated treatment.

The principles of proportional wage-setting and proportional rights may be upheld in cases where they are deemed relevant.

In cases where it is deemed suitable and where relevant objective grounds exist, access to special terms of contract may be granted, taking into account factors such as seniority, the number of working hours and earnings.

The conditions concerning a part-time Manager's access to special terms of contract must be reviewed regularly as stated in part 1, on the grounds of non-discrimination.

4. The part-time working environment

With respect to the purpose of this Agreement (cf. part 2) and the principle of non-discrimination (cf. part 4), the following has been agreed:

If any preventative factors can be isolated which may compromise the Manager's possibilities of securing part-time work, these must be taken into account with a view to their possible exclusion.

A Manager's refusal to be transferred from full-time to part-time work or vice versa does not in itself constitute suitable grounds for a dismissal unless this possibility of dismissal is in keeping with national legislation, the Managers' Agreement or other necessary considerations such as those relating to a Company's continued operation.

While jointly following the Manager's Agreement plus accepted practice, the employer should take the following into account where possible:

a. Requests from Managers for transferral from full to part-time work within a Company if such becomes available.

- b. Requests from Managers for transferral from a part-time to a full-time position or increased working hours if such possibilities should arise.
- c. Adequate access to information concerning part or full-time vacancies within the Company in order to smooth the transferral from full to part-time work or vice versa.
- d. Adequate care taken to allow access to part-time work for Managers covered by the present Agreement, and, where relevant, to further professional training with a view to improving career opportunities and job mobility.

5. Deadline for implementation of the Agreement

The Agreement will take effect from 20 January 2001.

6. Termination of the Agreement

The Agreement may be terminated if notice is given 6 months in advance on 1 June in the respective year. If one or more of the parties appeals for a revision of the Agreement, six months' notice must be given to the other party / parties before termination, during which time fair negotiations must be held without the right of conflict, with a view to avoiding a de facto termination of the Agreement.

In the event of a the Agreement being revoked, all parties are obliged to abide by the Agreement and its terms until such time as a new Agreement is in place or the Directive has been revised.

7. Terms of contract

The terms of the Managers' Agreement shall have precedence over the current agreement provided they properly implement the conditions laid down in the Directive on part-time employment.

8. Disputes

In the case of a dispute concerning access to the rights named by the present Agreement, the dispute will be arbitrated according to the terms laid down in the Managers' Agreement chapter 4.

Agreement concerning the implementation of the Directive on fixed-term work

With reference to the Agreement made by DA and LH concerning implementation of the EU Directive of 15 December 1998, the following has been agreed with effect from 10 July 2002. Said Agreement refers to EU directive 99 / 70 / EF of 28 June 1998 concerning general guidelines for temporary work, as agreed by Unice, CEEP and the ETUC.

The Directive is included with this document.

1. Extent of the Agreement

This Agreement concerns Managers on temporary contracts covered by the Managers' Agreement.

The Agreement is in force pending more specific EU guidelines, in particular those concerning equal opportunity and the equal treatment of men and women.

The present Agreement does not concern Managers allocated to a company by Temp Agencies.

2. Purpose of the Agreement

The purpose of the current Agreement is:

- a. To form a basis for rooting out discrimination and improving the quality of temporary work.
- b. To lay down guidelines intended to hinder abuse engendered by a continued series of temporary contracts or job positions.

3. Definitions

The follow definitions shall apply:

1. "A Manager in temporary employment" is to be understood as a Manager with a contract or in a position with a specified time limit agreed directly between employer and employee where limitations apply due to objective factors such as a particular date of termination, specific event or completion of a particular task.

2. "An equivalent full-time Manager" is a Manager in the same Company with a contract or secure tenure without time limitations, working in an identical or directly comparable job / area in which matching of qualifications and skills forms a governing factor.

If no full-time Manager is present for comparison in the given situation, the matter of equivalency rests on the relevant collective agreement, or, in the absence of such an agreement, on national legislation, collective agreements or usual practices.

4. The principle of non-discrimination

As concerns terms of employment, a Manager on a temporary contract may not be subject to any form of discrimination in comparison to an equivalent Manager with a permanent tenure, purely on the basis of being temporarily employed, unless objective factors exist calling for differentiated treatment. The principles of proportional wage-setting and proportional rights may be upheld in cases where they are deemed relevant.

Terms laid down in the existing Agreement between the parties, in which certain employment conditions are related to seniority, are the same for Managers on permanent or on temporary contracts, unless other objective factors call for taking differing seniority into account.

5. Terms relating to abuse

In order to avoid abuse occasioned by a series of consecutive temporary contracts or job positions, such contract or job renewals shall be subject to objective factors within a Company and its operation such as the nature of the work, factors relating to the Manager's own position, exigencies of the particular field of work, or a general conviction that the terms are no less attractive than those of a comparable, permanently-employed Manager.

The parties agree that the above does not impinge on the judicial guidelines or call for any change in an existing agreement known to the parties by which a Manager is covered.

6. Access to information and employment possibilities.

The employer shall inform Managers on temporary contracts of available posts within the Company that may be applied for, so as to ensure the same opportunities exist for securing a permanent tenure as other employees enjoy. This information shall be given through the relevant representatives or through notices displayed one or more places in the Company.

To the fullest extent possible, an employer must allow Managers on temporary contracts access to suitable further training in order to boost their attractiveness on the job market and their job mobility.

7. Information and the right of representation

Managers on temporary contracts are subject to a review of the extent to which a company exceeds the margin necessary for allowing representation of the manager in accordance with collective agreements and legislation and national or community regulations.

An employer should, to the fullest extent possible, give suitable information on temporary contracts within a company to existing working partners.

8. Deadline for implementation of the Agreement

This agreement shall come into effect from 10 July 2002.

9. Termination of the agreement

The Agreement may only be terminated if notice is given 6 months in advance on 1 June in the respective year. If one or more of the parties appeals

for a revision of the Agreement, six months notice must be given to the other party / parties before termination, during which time fair negotiations must be held without the right of conflict, with a view to avoiding a de facto termination of the Agreement.

In the event of a the Agreement being revoked, all parties are obliged to abide by the Agreement and its terms until such time as a new Agreement is in place or the Directive has been revised.

10. Terms of contract

The terms of the Managers' Agreement shall have precedence over the current agreement provided they properly implement the conditions laid down in the Directive on temporary employment.

11. Disputes

In the case of a dispute concerning access to the rights named by the present Agreement, the dispute will be arbitrated according to the terms laid down by the Managers' Agreement chapter 4.

Copenhagen, 14 August 2002

The Danish Association of
Managers and Executives

Svend Askær

The Confederation of
Danish Employers

Jørn Neergaard Larsen

Parental leave

With regard to the implementation of Council Directive 96/34/EC of 3 June 1996 on the framework agreement on parental leave concluded by UNICE, CEEP and the ETUC, the following shall apply:

1

Parental leave

The parties shall consider the provisions on parental leave of the directive implemented through legislation in force.

2

Time off from work on grounds of force majeure 2(1)

Employees have the right to time off from work, in accordance with national legislation, on grounds of force majeure for urgent family reasons in cases of sickness or accident making the immediate presence of the employee indispensable.

2(2)

The provision secures the employee's rights to time off from work without pay on grounds of force majeure in the cases laid down in Article 3 of the framework agreement.

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

3

Commencement

This Agreement shall come into force on 3 June 1999.

4

Termination

This Agreement may be terminated at a six months' notice to any 1 June. In case one of the associations wishes to amend the Agreement, the other contracting party shall be informed hereof six months prior to the termination, after which negotiations shall be initiated without access to industrial action with the purpose of reaching an agreement and thereby avoiding a termination of the Agreement.

Even though the Agreement has been terminated, the parties shall comply with the provisions herein until it has been substituted by another agreement or the directive has been amended.

Copenhagen, 15 December 1998
THE DANISH ASSOCIATION OF
MANAGERS AND EXECUTIVES
Ole Skov
Svend Askær

THE CONFEDERATION OF
DANISH EMPLOYERS
Niels Fog
Jørn Neergaard Larsen

Protocol on the working environment co-operation

Co-operation on the working environment in the individual undertaking

1

Co-ordinating management work

Close contact on working environment matters and an efficient co-ordination between all levels of management in the undertaking shall be supported thus enabling -

- managers at all levels to contribute to the undertaking's fulfilment of its obligations to the working environment;
- the best possible co-ordination of the managerial handling of working environment tasks in the internal safety organisation; and
- the individual manager to comply with his personal responsibility in pursuance of working environment legislation as supervisor within his own management area.

2

Specification of duties and competence

The employer and the individual Manager shall regularly discuss the Manager's responsibility, duties and competence in relation to the working environment. In this connection it is recommended that written specifications regarding the Manager's working environment competence be prepared enabling the Manager to comply with working environment legislation. In case the Manager has specific duties in this connection this should appear from the employment contract, cf. clause 5 of the Managers' Agreement.

3

Representation in committees

The Managers shall have the possibility of being individually represented in all relevant committees etc. on working environment matters.

3(2)

At the appointment of Managers' representatives for the board of occupational health services, the employers shall consult the representatives appointed by the Managers, cf. clause 14 of the Managers' Agreement.

3(3)

The Managers shall become contracting parties when entering into workplace agreements on a flexible establishment of the internal safety organisation, cf. the Working Environment Act in this respect.

4

The internal safety organisation co-operation

The contracting parties presuppose that the employer and the Managers' representatives participating in the safety committee or another similar body handling the work of the safety committee regularly discuss the working environment matters of the undertaking.

4(2)

Safety committee members mentioned in 4(1) shall not be treated less favourably than other managers.

4(3)

The safety committee members mentioned in 4(1) should be represented in the consultation committee mentioned in clause 15 of the Managers' Agreement.

The working environment shall always be on the agenda of the consultation committees.

5

Projects

Prior to the presentation of planning projects to the internal safety organisation, the management of the undertaking shall involve the Managers directly involved as well as the internal safety committee members in the discussion hereof.

6

Training

To secure a suitable working environment training of Managers with management functions, cf. clause 3(2)(a) of the Managers' Agreement, the undertaking shall offer Managers with the required paid time off working environment courses to be agreed between LH and DA/DA's affiliates.

6(2)

The scope of the working environment training shall be discussed and determined in compliance with clause 10 of the Managers' Agreement. The undertaking shall defray expenses related to the training.

6(3)

The Manager's participation in working environment training shall take place taking into account the planning of the undertaking's production as well as the specific work relating to the working environment area assigned to the Manager in question.

Co-operation on the working environment at association level

7

Co-ordination of committee work

In order to safeguard common management interest, LH shall be involved, on the employer's side, in committee work on working environment matters of interest to the management. In case LH cannot be represented, the committee work shall be discussed currently.

7(2)

DA and LH committee representatives shall aim at working closely together, for instance through preliminary meetings, where they can exchange their points of view and co-ordinate them prior to committee meetings.

7(3)

When association representatives are to be appointed for the board of national occupational health services, LH shall appoint the representative of the Managers in the same way as the other association representatives are appointed.

8

Sector working environment council

LH shall form part of DA's co-ordination of the work of the sector working environment councils.

8(2)

LH and DA's affiliates shall work together on all matters to be dealt with by the sector working environment councils with the aim of co-ordinating efforts.

8(3)

DA's affiliates shall pro rata pay the part of the joint costs imposed on the management side not covered by the so-called BAR-grants or any other grants. Travelling expenses and similar expenses shall be defrayed by the associations individually.

9

Settlement of disputes

Disputes shall be settled according to the existing rules governing industrial negotiations, cf. clause 20 of the Managers' Agreement.

Disputes regarding clause 4(2) shall be heard under the auspices of the Managers' Arbitration Court, cf. clause 21 of the Managers' Agreement.

10

Termination etc.

This Protocol shall remain in force until terminated by either party at a six months' notice to any 1 October. However, in case the Managers' Agreement lapses, this Protocol shall lapse simultaneously.

Copenhagen, 15 December 1998
THE DANISH ASSOCIATION OF
MANAGERS AND EXECUTIVES
Ole Skov
Svend Askær

THE CONFEDERATION OF
DANISH EMPLOYERS
Niels Fog
Jørn Neergaard Larsen

Protocol on a senior policy for Managers.

1.

LH and DA agree on the importance of ensuring a high degree of flexibility on the labour market so as to provide life-long employment to as many as possible and retain them on the labour market for as long as possible.

As a result, LH and DA would like to promote the use of senior employees' working capacity, experience and resources for the benefit of the undertaking as well as for the individual Manager.

LH and DA recognise that senior Managers are not a uniform and homogeneous group of employees, but a group which consists of individual employees with different experiences, qualifications, aspirations, needs and expectations.

Against this background, LH and DA recommend considering as part of the undertaking's general HR policies, including in any consultation committees of the undertaking, whether there is a need for special senior policy initiatives for Managers. In this connection – or alternatively – it is recommended to involve spokespersons in these considerations if any such spokespersons have been elected in accordance with clause 14 of the Managers' Agreement.

2.

A senior policy for Managers may be adjusted to suit the prevailing conditions and specific needs and requirements at the individual undertakings and at the same time take into consideration that senior Managers are to be treated as individual employees.

By way of example, specific tools in a senior policy for Managers designed with due regard to the above conditions and considerations could include senior interviews, flexibility in how the work is organised, including transfer to another type of position or a less demanding position; reduced hours; competence development and other initiatives to ensure that the senior Manager will still be attached to the labour market.

Other specific tools in a senior policy for Manager may also include initiatives which will disseminate the experience and competences of senior Managers to the other employees of the undertaking, e.g. in the form of experience sharing, mentoring and coaching schemes.

In addition, a senior policy may be directed at existing as well as potential barriers to retention of senior Managers such as dissemination and utilisation of senior Managers' experience and competences.

3.

LH and DA further agree that senior policy initiatives must meet the assumptions of the Protocol agreed by LH and DA on implementation into the Agreement of age and disability, cf. Council Directive 2000/78/EC of 27 November 2000 prohibiting discrimination on grounds of age or disability.

4.

This protocol may be terminated by any of the parties giving six months' notice to terminate on 1 June of any year.

Copenhagen, 15 December 2006
THE DANISH ASSOCIATION OF
MANAGERS AND EXECUTIVES

Svend Askær

THE CONFEDERATION OF
DANISH EMPLOYERS

Jørn Neergaard Larsen

Protocol:

The co-operation between the associations

As part of the mutual relationship of trust and the obvious community of interest between the employer and the Manager, the Confederation of Danish Employers and the Danish Association of Managers and Executives agree that the Confederation of Danish Employers in nominating members for public commissions, committees etc., to the widest extent possible shall secure the Managers a fair representation, in so far as the Danish Association of Managers and Executives has no access to independent representation and provided that the terms of reference do not relate to the employment relationship of the Managers.

It is furthermore agreed that the representatives of the employers' associations and of the Danish Association of Managers and Executives in public committees, councils etc. shall work together on co-ordinating their efforts. This implies an ongoing information interchange.

Copenhagen, 15 December 1998
THE DANISH ASSOCIATION OF
MANAGERS AND EXECUTIVES
Ole Skov
Svend Askær

THE CONFEDERATION OF
DANISH EMPLOYERS
Niels Fog
Jørn Neergaard Larsen

PROTOCOL

concerning

the convening of mediation and organisational meetings as outlined in the Managers' Agreement.

1. Deadlines for organisational meetings and mediation.

DA and LH agree that mediation and organisational meetings, in keeping with the Managers' Agreement and provided the case is upheld, shall be effectuated without undue hindrance following fruitless negotiations on a local basis.

The parties further agree that the request for convening such a meeting shall be made within one month of such breakdown of local talks and mediation attempts.

The deadline may be waived pending agreement with LH and the relevant member organisation (in the case of mediation) or between the involved parties (in the case of organisational meetings).

2. Convening meetings without the participation of DA

DA and LH agree that LH and the relevant DA member organisation may replace the organisational meeting laid out in the Managers' Agreement clause 20 section 4 and clause 21 section 6, with a meeting between LH and the said member organisation.

Such a request for a meeting, if the claim is still upheld, shall be convened without undue hindrance following the breakdown of local talks and no later than one month after receiving the request.

DA and LH further agree that the request for a meeting shall be received no later than one month after mediation has failed. This deadline may be waived pending an agreement between LH and the relevant member organisation.

If agreement is still not reached at such a meeting, the case may be sent for arbitration to the Managers' Arbitration Court, cf. clause 20 part 5 and clause 21 part 7 of the Managers' Agreement.

Copenhagen, 7 June 2000
THE DANISH ASSOCIATION OF
MANAGERS AND EXECUTIVES

THE CONFEDERATION OF
DANISH EMPLOYERS

PROTOCOL
agreed by
the Confederation of Danish Employers and the Danish
Association of Managers and Executives
concerning
reimbursement of interest in special cases

The parties agree that interest claims in cases brought before the Managers' Arbitration Court will not, under normal circumstances, be permitted.

However, the Managers' Arbitration Court may, in certain cases, determine an amount, after recognition by the Court, that takes into account the interest that would have accumulated, in the presence of certain preconditions such as the length of the legal process or the magnitude of the case.

In the event of an involved party, as an exception, deciding to make an interest claim as outlined above, written notification hereof shall be received by the Court no later than seven (7) days before the case is deliberated in accordance with section 6 of the Managers' Arbitration Court Protocol.

Copenhagen, 10 February 2003
THE DANISH ASSOCIATION OF
MANAGERS AND EXECUTIVES

Per Alkestrup

THE CONFEDERATION OF
DANISH EMPLOYERS

Jørn Neergaard Larsen

PROTOCOL

**Agreed by
the Confederation of Danish Employers and
the Danish Association of Managers and Executives
concerning
the referral of residual holiday entitlements etc.**

The current agreement is based on the official Holidays Act (Act no.396 from 31 May 2000).

1. Extent of the Agreement

- 1.1 The current Protocol concerns Managers and companies covered by the Managers' Agreement (cf. part3.)

2. Right of transferral of holidays

- 2.1 The Manager and Company may agree that unexercised holiday entitlements of more than 20 days' duration may be referred to the following holiday year.
- 2.2 If a Manager is prevented from exercising his holiday entitlements within the limits of the holiday year for reasons of illness, paternity /maternity leave or suchlike, the Manager and Company may agree on referring accumulated holidays in full or part to the following holiday year, in accordance with the Holidays Act section 38(1).
- 2.3 Any agreement concerning such referral must be made in writing before the end of the holiday year. The parties agree that document A shall form the basis for action.
- 2.4 If holidays are referred, a Company must inform the body responsible for paying the holiday allowance in writing before the end of the holiday year.
- 2.5 If a Manager with more than 25 referred day's holiday leaves his post before taking the said holidays, the Company shall pay a holiday allowance for each day's holiday more than the 25 in connection with the resignation.

2.6 Allowances concerning referred holidays are covered by the guaranteed holidays clause in the Managers' Agreement section 13.

3. Resignations

3.1

With regard to a Company's right to, in the case of a resignation, recall payments already made of holiday bonuses for holidays that have not been held,

3.2 With regard to a Company's right to place a holiday period equivalent to referred holidays in a period of notice prior to a resignation etc., the Manager must follow accepted practices in the relevant field.

4. Additional terms

4.1 In so far as a Manager is on sick leave at the start of a general Company holiday, the Manager will take his holiday from the day he / she no longer is ill. The days' holiday the Manager was unable to hold for reasons of illness, shall be added on to the existing holiday, unless agreed otherwise.

4.2 The terms of the current Agreement further encompass, with modifications, Managers working more than a five-day week (cf. e.g. chapter 3 of the Holidays Act).

5. Deadline for implementation of the Agreement

This agreement shall refer to holiday rights earned from 1 January 2001 onwards.

6. Termination of the agreement

6.1 The current Protocol can be requested annulled by each party after the giving of six months' notice, so as to terminate on 30 April that year.

7. Disputes

In the case of disputes concerning the content of this Protocol, the case will rest on the guidelines laid down in chapter 4 of the Managers' Agreement.

Copenhagen, 10 February 2003

THE DANISH ASSOCIATION OF
MANAGERS AND EXECUTIVES

[signed]
Per Alkestrup

THE CONFEDERATION OF
DANISH EMPLOYERS

[signed]
Jørn Neergaard Larsen

Holiday Referral Contract

(As specified in the Protocol agreed by DA and LH on the referral of residual holiday entitlements).

This document shall form a contract between

(Company):

(Employee):

1. The aforementioned parties have agreed that the right to ___day's holiday earned during the holiday year _____ can be referred to the holiday year 1 May 20 ____ to 30 April 20 ____.
2. It is also agreed that the said holidays shall be held as follows:

Please mark with an X

A holiday period comparable to the referred day's holidays will be held as part of the main Company holiday in the holiday year 20 / 20 .

A holiday period comparable to the referred day's holidays will be held from the / 20 inclusive until the / 20 inclusive.

Other or additional agreements:

In the event of the parties not having agreed on a time frame for taking the referred holidays or some of these and still have not agreed at some later date, the Company may insist on a holiday being taken comparable in size to the referred days in accordance with the regulations for residual holidays.

Place

Date

Signed by undertaking

Signed by employee

PROTOCOL
concerning
implementation into the Managers' Agreement of age and
disability provisions of Council Directive 2000/78/EC of 27
November 2000

The Confederation of Danish Employers and the Danish Association of Managers and Executives have entered into the following agreement for the purpose of implementing the age and disability provisions of Council Directive 2000/78/EC of 27 November 2000.

The parties have agreed as follows:

- That the Managers' Agreement agreed by the parties is not in conflict with the age and disability provisions of the above Directive. To the extent that the Managers' Agreement contains any provisions which discriminate on grounds of age or disability, the parties agree that this will fall within the scope of the below provisions:
- That this agreement implements the age and disability provisions of the above Directive.

1 Purpose

The purpose of this agreement is to prevent unfair discrimination in occupation and employment on grounds of age or disability.

2 Scope

This agreement will apply to all managers who are covered by the Managers' Agreement, cf. clause 3 of the Managers' Agreement.

3 Equal treatment

The parties agree that there can be no discrimination of Managers or applicants on grounds of age or disability for vacant positions in recruitment, employment, dismissal, transfer, promotion or with regard to terms and conditions of pay and employment, access to vocational training and retraining; but cf. clauses 4 and 5.

3.2

The parties agree that discrimination is defined as follows:

(A) *Direct discrimination*: where one person is treated less favourably on grounds of age or disability than another is, has been or would be treated in a comparable situation

(B) *Indirect discrimination*: where an apparently neutral provision, criterion or practice would put persons of a particular age or disability at a disadvantage compared with persons, unless that provision, criterion or practice is objectively justified by a legitimate aim and the means of achieving that aim are appropriate and necessary or are a necessary adequate measure in accordance with the principles in clause 6 of the agreement for the purpose of redressing disadvantageous effects thereof.

(C) *Harassment*: Harassment will be deemed to constitute discrimination when unwanted conduct related to a person's age or disability takes place with the purpose or effect of violating the dignity of a person and creating an intimidating, hostile, degrading, humiliating or offensive environment for such person.

(D) *Instruction to discriminate*: An instruction to discriminate against a person on grounds of age or disability will be deemed to constitute discrimination.

4 Specifically on disability

The parties agree that reasonable adjustments must be made to accommodate disabled persons to ensure compliance with the principle of equal treatment.

Employers must take appropriate measures, where needed in a particular case, to enable a person with a disability to have access to, participate in or advance in employment or to undergo training, unless such measures would impose a disproportionate burden on the employer. This burden will not be deemed to be disproportionate when it may be sufficiently remedied by measures which are normal elements in Danish disability policy.

However, there can be no requirement for recruitment, promotion, continued employment or training of an individual who is not competent, capable and available to perform the essential functions of the position or to undergo the relevant training.

5 Specifically on age

The parties agree that a difference of treatment on grounds of age does not constitute discrimination under the agreement if it is objectively and reasonably

justified by a legitimate aim such as employment policy or labour market or vocational training objectives, if the means of achieving that aim are appropriate and necessary.

This may include the following types of difference in treatment:

(a) the setting of special conditions on access to employment and vocational training, employment and occupation, including dismissal and remuneration conditions, for young people, older workers and persons with caring responsibilities in order to promote their vocational integration or ensure their protection.

(b) the fixing of minimum conditions of age, professional experience or seniority in service for access to employment or to certain advantages linked to employment.

(c) the fixing of a maximum age for recruitment which is based on the training requirements of the post in question or the need for a reasonable period of employment before retirement.

Difference of treatment will be legitimate where it follows from ages fixed for access to occupational social security schemes, including the fixing of different ages for employees or employee groups or categories. In addition, the use of the age criterion in actuarial calculations within the context of such schemes will not constitute discrimination on grounds of sex, such as labour market pension schemes and work-based insurances where the employer contributes to or pays the full amount of the payments into the scheme.

6 Burden of proof

If a Manager who believes that he/she has been wronged, cf. clauses 2-5, establishes a presumption of direct or indirect discrimination, the other party must disprove such presumption.

7 Disputes

In the case of a dispute concerning access to the rights set out in this agreement, the dispute will be resolved according to the provisions of chapter 4 of the Managers' Agreement and, if the parties so agreed, they may also resolve any disputes concerning issues of pay according to the same provisions.

8 Commencement

This agreement will commence on 1 January 2007.

9 Termination

The agreement may be terminated at six months' notice to expire on 1 June of any year. If one of the organisations would like to amend the agreement, it must notify the other party to the agreement six months before the date when notice of termination is to be given, and the parties will then negotiate without access to industrial action for the purpose of reaching agreement and thereby avoid termination.

Even if one of the parties has given notice of termination of the agreement, the parties will be obligated to comply with its provisions until it has been replaced by another agreement or the Directive is amended.

Copenhagen, 15 December 2006
THE DANISH ASSOCIATION OF
MANAGERS AND EXECUTIVES

THE CONFEDERATION OF
DANISH EMPLOYERS

Svend Askær

Jørn Neergaard Larsen

Appendix to the Managers' Agreement

Procedure to establish a pension scheme with PFA LederPension

In accordance with clause 7(7) of the Managers' Agreement, PFA LederPension shall be notified when the manager has accepted an offer of a pension scheme.

Notification of and enrollment of the Manager into LederPension shall take place according to one of the following procedures:

- The Manager is automatically enrolled through the company's general pay system. The agreed pension amount will be transferred to PFA LederPension, which in turn will send the Manager an insurance policy. Other than this, the employer need not take any further steps. Any possible amendments to the policy will be discussed between the Manager and PFA LederPension; or
- The employer may give written notice to PFA LederPension, Vermlandsgade 65, DK-2300 Copenhagen S, that the undertaking and Manager in question have agreed to establish a pension scheme in PFA LederPension.

The employer may request instructions from PFA LederPension as to how to automatically enroll employees through the undertaking's pay system.

The amount of the pension contribution will be fixed by individual agreement and notified to PFA LederPension.

The above-mentioned procedure will apply to all new appointments of Managers covered by the Managers' Agreement, including employees who are not members of the Danish Association of Managers and Executives until after the appointment, cf. clause 7(4) of the Managers' Agreement.

Copenhagen, 15 December 1998
THE DANISH ASSOCIATION OF
MANAGERS AND EXECUTIVES
Ole Skov
Svend Askær

THE CONFEDERATION OF
DANISH EMPLOYERS
Niels Fog
Jørn Neergaard Larsen

Employment contract for managers/employees in positions of trust covered by the Managers' Agreement between the Confederation of Danish Employers and the Danish Association of Managers and Executives

The references in the contract to the Managers' Agreement only apply to members of the Danish Association of Managers and Executives, unless otherwise agreed.

The undersigned undertaking:

Name: _____ Business reg. (CVR) no.: _____
Address: _____
Postal code: _____ City: _____

hereby employs the undersigned person:

Name: _____ Civil reg. no.: _____
Address: _____
Postal code: _____ City: _____

The above-mentioned parties have agreed that employment shall commence on
The job title of the Manager shall be
and the Manager shall work from the following address
If the Manager shall mainly work at another location than the above address, please state where:

1 Pay

The pay shall be DKKper month and shall be made available(e.g. the last weekday of the month).

Simultaneously, the parties have agreed that a salary interview shall be held annually, the first time on

Due to the nature of the position, a certain amount of overtime work must be expected, which is reflected in the employee's pay.

In fixing the pay, the parties have agreed as follows with regard to remuneration for -

- overtime and/or additional work which the employee has been ordered to perform or which goes beyond what is to be expected, considering the nature of the position

- alternating shift work
- shift work
- miscellaneous (statement of a possible calculation of commission on profits, bonus, company car, telephone, mobile phone etc.).

2 Pension

In connection with the employment the parties have discussed the issue pension and have agreed:

- ___ That no pension scheme is established at the employment, as the agreed
- ___ pay isa gross pay, which compensates for 'lack of' pension contribution.
- ___ That the Manager is covered by the pension scheme for managers and similar personnel in the undertaking. The pension contribution amounts to
- ___ That the Manager is covered by a pension scheme in PFA LederPension. The pension contribution shall amount to (per cent or DKK) of which the employer pays (per cent or DKK), and the Manager pays(per cent or DKK). The Manager's contribution shall be deducted from the pay). The pension scheme shall be established by the undertaking, cf. the procedure in the Managers' Agreement on p.XX of the Managers' Agreement.
- ___ Other agreement on pension. In such case further information about the pension scheme shall be given, including the size of the pension contribution.

3 Working hours

Working hours shall behours (weekly / annually / other).

Any supplementary agreement on working hours

4 Holiday

The provisions of the Danish Holiday Act will apply.

5 Other fundamental terms and conditions

With regard to other fundamental terms and conditions of employment under clause 9 of the Managers' Agreement, the following shall apply:

___ (1) The Manager will be subject to the terms and conditions which apply in the Manager's field of activity, cf. clause 9 of the Managers' Agreement; or

___ (2) A separate agreement has been concluded by the Manager and the employer concerning:

(please tick to show what the parties have agreed in one or more of the

following areas and, if possible, refer to the employee handbook or similar resources if the policies are contained there):

- Child-bearing and maternity and paternity leave:
.....
- Child's first day of sickness:
.....
- Special days of holiday:
.....
- Other leave:
.....
- Other

6 Training

The parties shall jointly plan a training programme for the Manager, cf. clause 10 of the Managers' Agreement.

7 Termination

The provisions of the Danish Salaried Employees Act on notice of termination shall apply.

For fixed-term or project-related employment, please state the designated end date of the contract:

.....

Reference is made to clause 11.2 of the Managers' Agreement on special termination notices.

8 Severance pay

In the case of dismissal the provisions for severance pay of the Salaried Employees Act shall apply together with clause 12 of the Managers' Agreement, according to which extra compensation shall be paid in the following cases:

In the case of the dismissal of a Manager, who has reached the age of 50, and where the Manager has still not reached the age of 65 at the time of the dismissal, and where the Manager has been employed as a manager in the undertaking for a continuous period of at least ten years, the employer shall pay severance pay corresponding to three months' pay.

9 The Managers' Agreement

The enclosed Managers' Agreement between the Confederation of Danish Employers and the Danish Association of Managers and

Executives only apply to members of the Association who meet the criteria set of in clause 3 of the Managers' Agreement. The Manager will not be covered by any of the undertaking's collective agreement for non-managerial employees.

10 Miscellaneous

The Manager shall at any time notify the undertaking of his address.

The Danish Salaried Employees Act shall apply to the employment relationship.

Other (please state any other agreements relating to the employment relationship here):

Date

For the undertaking
signature

The Manager's

The employment contract has been approved by the Confederation of Danish Employers and the Danish Association of Managers and Executives in accordance with Council Directive 91/533 on an employer's obligation to inform employees of the conditions applicable to the contract or employment relationship, cf. clause 5 of the Managers' Agreement.

Please consider its individual clauses when concluding the contract. And please note that clauses 1-3 and 5 require details to be filled in and adjustments to be made.

Appendix to employment contract

Article 2. Council Directive of 14 October 1991 on an employer's obligation to inform employees of the conditions applicable to the contract or employment relationship

Article 2

Obligation to provide information

1. An employer shall be obliged to notify an employee to whom this Directive applies, hereinafter referred to as 'the employee', of the essential aspects of the contract or employment relationship.

2. The information referred to in paragraph 1 shall cover at least the following:

- (a) the identities of the parties;
- (b) the place of work; where there is no fixed or main place of work, the principle that the employee is employed at various places and the registered place of business or, where appropriate, the domicile of the employer;
- (c) (i) the title, grade, nature or category of the work for which the employee is employed; or (ii) a brief specification or description of the work;
- (d) the date of commencement of the contract or employment relationship;
- (e) in the case of a temporary contract or employment relationship, the expected duration thereof;
- (f) the amount of paid leave to which the employee is entitled or, where this cannot be indicated when the information is given, the procedures for allocating and determining such leave;
- (g) the length of the periods of notice to be observed by the employer and the employee should their contract or employment relationship be terminated or, where this cannot be indicated when the information is given, the method for determining such periods of notice;
- (h) the initial basic amount, the other component elements and the frequency of payment of the remuneration to which the employee is entitled;
- (i) the length of the employee's normal working day or week;
- (j) where appropriate; (i) the collective agreements governing the employee's conditions of work; or (ii) in the case of collective agreements concluded outside the business by special joint bodies or institutions, the name of the competent body or joint institution within which the agreements were concluded.

3. The information referred to in paragraph 2(f), (g), (h) and (i) may, where appropriate, be given in the form of a reference to the laws, regulations and administrative or statutory provisions or collective agreements governing those particular points.

Rules of Procedure of the Managers' Arbitration Court

The rules of procedure of the permanent Managers' Arbitration Court established in accordance with clause 21 of the Managers' Agreement (3rd edition, 1 March 2006)

1

The Managers' Arbitration Court consists of two representatives nominated by the Confederation of Danish Employers and of two representatives nominated by the Danish Association of Managers and Executives as well as of a chairman. Two substitutes shall be elected for each of the four representatives of the Confederation of Danish Employers and the Danish Association of Managers and Executives, and up to three substitutes for the chairman.

The chairman of the Court and his/her three substitutes shall be appointed from among the panel of judges of the Danish Supreme Court. In case the parties cannot agree on the election of a chairman and his/her substitutes, those persons shall be appointed by the President of the Danish Supreme Court. The chairman and his/her substitutes shall be appointed for terms of five calendar years each and shall be eligible for re-election. The appointment of the chairman or his/her substitutes shall cease with the month in which the person reaches the age of 70. In special cases, the central labour market organisations may grant an exemption from the retirement age.

Each hearing of a case requires the participation of one chairman and two employers' representatives (the Confederation of Danish Employers and the employers' association in question) and two employees' representatives (the Danish Association of Managers and Executives and for instance the Danish Engineers' Association or the Danish Foremen's Union). No member of the Court shall be directly involved in the management or the staff of an undertaking whose case is being heard.

The Court chairmanship may be extended to comprise three chairmen instead of one subject to Court acceptance and agreement between the parties prior to submitting the case to the Court. Such extension may also be decided by the chairman of the individual case.

2

The Managers' Arbitration Court secretariat and the opposite association shall receive any written complaint not later than two weeks after the breakdown of industrial negotiations, cf. clause 21(7) of the Managers' Agreement. In case the fourteenth day is a Saturday, Sunday or holiday, the time limit shall be extended to the first succeeding weekday. In case it is claimed that the time limit has been exceeded, the case shall be dismissed and this shall also be the case if the time limit of two weeks mentioned in clause 21(4) for the termination of workplace negotiations has been exceeded, unless the delay is caused by conditions on the employer side.

In case the employer has given clear misrepresentations of the reason for the discharge or summary dismissal of material importance to the case, the time limit of the termination of the workplace negotiations shall be calculated from the time when the employee side

was or ought to have been cognizant of the correct information. Workplace negotiations shall however be completed within six months from the notice of discharge or summary dismissal.

3

The complaint shall be submitted in one copy to the Court secretariat, in one copy to the opposite association and in one copy to the claimant's own central association. The same applies to the defence and any reply and rejoinder and any further written pleadings as well as any exhibits, see sections 4 and 6.

4

A defence shall be received by the Court secretariat and the opposite association no later than 14 business days after receipt of the complaint.

If this 14-day period is exceeded, the Court may elect at its discretion to decide the case on the information provided in the complaint and any other information available to the Court.

Any additional written pleadings and exhibits which the parties wish to rely on shall be received by the Court as well as the opposite association no later than seven calendar days before oral argument in the Court. However, any reply from the claimant to the defendant's defence shall be received by the Court secretariat and the opposite association no later than 14 business days before oral argument in the Court. Any rejoinder from the defendant to the claimant's reply shall be received by the Court secretariat and the opposite association no later than seven business days before oral argument in the Court.

5

The exchange of pleadings shall include a detailed explanation of the facts of the case, including information about the Manager's average pay for the preceding year and the date of termination of the industrial negotiations.

6

Any additional pleadings and exhibits submitted after the time-limits mentioned in section 4 cannot be relied upon during oral argument in the Court and shall not be taken into consideration in the decision of the case, unless due to special circumstances the Court decides to derogate from this general rule.

No later than seven calendar days before oral argument in the Court, each party shall give written notice to the Court secretariat and the other party of the names of the persons it intends to examine before the Court. Any request for examination received later than seven calendar days before the Court proceedings shall not be accepted, unless due to special circumstances the Court decides to derogate from this general rule.

7

The secretariat shall forward complaints and other pleadings received to the members of the Court and their substitutes to the extent that they are to participate in meetings and

Court negotiations.

8

Prior to fixing a date for the hearing of the case, the case shall be dealt with at a preliminary meeting to be held as soon as possible after the secretariat has received the complaint, cf. clause 21(6) of the Managers' Agreement.

The Manager in question, the undertaking in question, the employers' association in question and representatives of the Confederation of Danish Employers and the Danish Association of Managers and Executives and /or the Danish Engineers' Association or the Danish Foremen's Union shall participate in the preliminary meeting and in Court negotiations.

9

The chairman of the Court may summon the parties to a preliminary meeting prior to the Court negotiations.

10

In principle, Court negotiations shall be conducted orally by representatives of the associations involved (i.e. the Danish Association of Managers and Executives and /or the Danish Engineers' Association and / or the Danish Foremen's Union and the employers' association in question). However, both parties are entitled to be represented by their associations.

11

A case shall be argued before the Court as soon as possible. The secretariat shall set the date of the hearing subject to agreement with the chairman of the Court. If there is a request to change a date that has already been set, a written motivated request shall be submitted to the secretariat with a copy to the other party. Such request may be accepted by the Court only in extraordinary cases.

12

In case the claimant fails to appear during the oral argument before the Court, the Court may decide to dismiss the case. In case the summoned employer fails to appear during the oral argument before the Court, the Court may decide to settle the case on the basis of the claimant's information during the oral argument and according to the information available to the Court.

13

In special cases and on request, the chairman of the Court may decide to reopen a case, which has been settled in accordance with clause 12.

14

Settlements made before the Court or cases under the auspices of the Court which have not resulted in an order or a written advisory opinion shall not set any precedent and shall not be relied upon during an argument before the Court.

Where upon an advisory opinion given by the chairman of the Court – a case is settled or withdrawn by the claimant, both parties can request that the advisory opinion be made in writing. Such written advisory opinion shall be equal to an order.

15

The chairman or chairmen of the Court participating in a case shall be paid a fee fixed by central labour market organisations.

In addition to a possible fee to the chairman / chairmen of the Court, unorganised employers shall pay a charge fixed by the contracting parties for the partial payment of the legal costs of the Court.

Unless otherwise agreed between the contracting parties, the charge and fee to each chairman of the Court shall correspond to the fee, which from time to time is given to the chairman of the Severance Board in accordance with the Principal Agreement between the Danish Federation of Trade Unions and the Confederation of Danish Employers.

Charge and fee to the chairman / chairmen may be regulated by notice from the Managers' Arbitration Court secretariat.

As a general rule, fee to the Court chairman / chairmen shall be paid by the losing party as legal costs, however the Court may derogate from this general rule in special cases. Both fee and charge shall be paid to the Managers' Arbitration Court secretariat not later than two weeks after the conclusion of the case. The central associations guarantee the payment of the fee to the Court chairman / chairmen and the Managers' Arbitration Court secretariat handles the payment hereof as soon as possible after the conclusion of the case.

Any possible fees to the ordinary Court members shall be paid by the central associations according to their own rules and shall be of no relevance to the parties of the case.

The costs of the operation of the Court shall be divided equally between the Confederation of Danish Employers and the Danish Association of Managers and Executives upon the presentation of a cost estimate prepared by the secretariat.

16

The Court secretariat has the following address: Ledernævnets sekretariat, c/ o Dansk Arbejdsgiverforening, Vester Voldgade 113, DK-1790 Copenhagen V.

