GENERAL AGREEMENT

of October 1973
with Amendments of January 1993

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Conclude by the Danish Employers' Confederation
and The Danish Confideration of Trade Unions

GENERAL AGREEMENT

of October 1973 with Amendments of January 1993 concluded by the Danish Employers´ Confederation and the Danish Confederation of Trade Unions

Section 1

Recognising the desirability of settling questions relating to pay and employment conditions by concluding collective agreements, where necessary with the participation of the central organisations, the central organisations and their members undertake not to prevent employers and employees, either directly or indirectly, from organising themselves within the organisational framework of the central organisations. It shall therefore be considered an anti-organisation act, if one of the parties to present General Agreement takes action against another party on the grounds of organisation affiliation and thus not on industrial motives.

Section 2

(1) Where a collective agreement has been concluded, no stoppage of work (i.e. strike, picket, lockout or boycott) can be initiated during the period of the collective agreement's validity in the sector covered by the agreement, unless warranted by the Standard Rules for Handling Industrial Disputes, or by collective agreement. Secondary strikes or lockouts may be initiated in accordance with agreements and case law.

(2) A work stoppage is lawful only if approved by at least three-quarters of the votes cast by a competent assembly under the rules of the relevant organisation and only if due notice has been given in agreement with the provision laid down in (3). Exceptions to the provision are work stoppages in situations mentioned in section 5(2) of the Standard Rules.

(3) Any intention to submit proposals for a stoppage to such an assembly shall be notified to the executive committee of the other central organisation by special and registered post at least two weeks before the proposed stoppage is planned to start. The other party shall be similarly informed the assembly's decision at least one week in advance of the work stoppage. Regarding notice of enforcement of work stoppages, the above–mentioned notice periods shall be reduced to at least seven days and three days respectively.

(4) The central organisations, their affiliated organisations and other organisations parties to the General Agreement shall be committed by all reasonable means to prevent stoppages in disagreement with the

collective agreement. Should such a stoppage be initiated, the organisations further undertake to endeavour to terminate it.

(5) It shall be taken to be a strike or a lockout if workshops or workplaces systematically vacated or ultimately closed.

(6) During an industrial disputes between the parties to the present agreement or between their members an unaffiliated employee- or employer organisations or companies, no support shall be given to the unaffiliated organisations or company by any party to this agreement. An organisation or a company joining one of the central organisations or one of their affiliates shall not be regarded as unaffiliated, provided that a work stoppage has not been started before joining or been unequivocally announced following unsuccessful negotiations.

Section 3

(1) Agreements concluded between the central organisations shall be respected and complied with by all member organisations, and responsibility for this lies with the relevant central organisation.

(2) Disputes as to whether an agreement exists shall be settled by the Industrial Court, unless the parties agree to have the dispute settled through industrial arbitration. Disputes concerning an agreement's coverage shall be settled through industrial arbitration.

Section 4

(1) Employers shall exercise the managerial right in accordance with the provisions laid down in collective agreements and in cooperation with employees and their elected representatives, as provided for in agreements between the Danish Confederation of Trade Unions and the Danish Employers' Confederation.

(2) Employees who have been employed specifically and unconditionally for piece-work, cannot have their employment conditions altered unless the employer in question compensates the employees for any financial losses thereby incurred. Any disputes arising in relation to this shall be settled through the usual system of solving industrial disputes.

(3) No arbitrary action shall take place in connection with dismissals of employees, and complaints of alleged unfair dismissals can therefore be dealt with according to the below-stated rules. The central or-

ganisations recommend that cases concerning alleged unfair dismissals be dealt with as speedily as possible by the parties concerned. In cases where claim is made to set aside a dismissal, the proceedings shall, as far as possible, be completed before the relevant employee's term of notice expires.

a) In the case of dismissal of an employee who has been employed in a company for at least nine continuous months, the employee concerned is entitled to request the reason for his dismissal in writing.

b) If the employee claims that the dismissal is unfair an unwarranted by the situation of the employee and the company, a request may be made for the case to be settled locally between representatives of management and employees. The local negotiations shall be completed within two weeks of notice being given.
In case the employer has given flagrantly incorrect information about the reason for the dismissal and this is of considerable importance to the case, the above notice shall be counted from the time that the employee was or should have been given the correct information. The local negotiations, however, shall be completed within three months of notice being given.

c) In the case agreement is not reached, and the relevant trade union (or central management) requests that the matter be taken further, negotiations shall immediately be initiated between employee and employer organisation.

d) If agreement is not reached, the relevant trade union (or central management) is entitled to submit a complaint to one of the central organisations' permanent Tribunals. The complaint shall be submitted to the Tribunal an to the opposing organisation within seven days of the conclusion of negotiations between employee and employer organisations. The Tribunal's precise composition and method of operation shall be laid down in the Procedures for the Tribunal.

e) The Tribunal shall make a reasoned award. If the Tribunal finds that a dismissal is unfair, and unwarranted by the situation of the employee or the company, it may, after a claim to that effect, set aside the dismissal, unless there has been, or can be taken to be, a breakdown in compatibility between the employer and the employee, such as to preclude any further continuation of the employment relationship. If the Tribunal finds that the dismissal is unfair, but that the employment

relationship should nevertheless be discontinued, or if a claim is made for compensation for unfair dismissal, cf. above, the Tribunal may decide that the company should pay compensation to the dismissed employee. The amount of compensation depends on the circumstances of the case and the seniority of the unfairly dismissed employee. Compensation may not exceed 52 weeks' pay, calculated on the basis of the average earnings during the preceding year.

f) If the Tribunal is presented with cases where a claim is made that a dismissal is unfair, and the dismissed employee according to legislation has a different legal status than the one provided for in the General Agreement, the Tribunal shall, upon a claim from the plaintiff, base its decision on the relevant legislation.

Section 5

(1) An employer may, after consultations with the person concerned, demand that employees who represent the employer in dealings with other employees be excluded from membership of an employee organisation.

(2) The right granted to the employer under subsection (1) shall not apply merely because an employee is employed on terms similar to those laid down in the Act on the Legal Relationship between Employers and Salaried Employees.

(3) The relevant supervisors' organisations should have the right to be represented at meeting held to deal with disagreements in relation to the above provisions.

PROTOCOL

The parties agree that in case Section 5 of the General Agreement should impede organisational changes on the labour market, the parties are ready to discuss the matter.

Section 6

(1) The central organisations shall oppose any attempts to exclude persons from joining employee organisations on the basis of company law provisions, or other contracts or ownership of shares, which do not make the persons concerned genuine co-owners of the company.

(2) When deciding whether an employee is a genuine co-owner it has to be considered, whether the employee concerned can be dismissed in accordance with the general rules on employment as laid down in legislation.

Section 7

(1) The term of notice for terminating agreements an wage rates and other employment conditions shall be three months, unless otherwise agreed.

(2) Even cases where an agreement has been terminated or has expired, the parties remain committed to observe its provisions until it has been superseded by a new agreement or until a work stoppage has been initiated in agreement with the rules of section 2.

Section 8

(1) The central organisations, agree that, where the employment relationship allows for it, rules concerning employee representatives shall be in collective agreements.

(2) When an employee representative has been elected in compliance with the provisions of the collective agreements, the employment relationship cannot be terminated, unless due to lack of work, until the relevant employee's organisation has had the opportunity to submit the case to industrial procedure in order to test – whether the dismissal is unfair. The procedure shall, in order to have delaying effect, be initiated within one week, and terminated as soon as possible.

(3) If an employee representative is dismissed due to lack of work, the employment relationship cannot be terminated during the term of notice, cf. (4), until the representative's organisation has had the opportunity to submit the case to industrial procedure in order to test whether the dismissal is unfair. The procedure shall, in order to have delaying effect, commence within one week.

(4) If the dismissal is caused by lack work, the special notice obligation provided in the collective agreement, according to which the employee representative has been elected, shall cease to apply. In such

cases, the employee representative is entitled to the ordinary term of notice, as provided by the collective agreement.

(5) If an employee representative is transferred with the effect that he can no longer undertake this function, he shall be given rights equal to those applying to dismissals, cf. (2), (3) and (4).

Section 9

(1) The central organisations shall promote cooperation between the organisations and shall encourage smooth and stable working conditions in undertakings through the joint cooperation committees or through other appropriate bodies.

(2) Neither side shall hinder an employee in the performance of his job to the fullest extent that his training and abilities allow.

Section 10

(1) In the event of an alleged breach of this Agreement or of any other collective agreement concluded by the central organisations or their members, a joint meeting shall be held, with the participation of the central organisations, before a complaint is submitted to the Industrial Court.

(2) In case the alleged breach of agreement is in the shape of a work stoppage, cf. Section 2, which has not yet been terminated, the joint meeting shall be held immediately, and at the latest, the day after the stoppage was initiated. In other cases the joint meeting shall be held as soon as possible. The party requesting a joint meeting may demand that the joint meeting be held within a week.

(3) The request to hold a joint meeting shall, to the extent possible, state the details of the case and relevant documents of the case shall be enclosed.

(4) If the parties agree, the appointed joint meeting may be held by telephone.

(5) At the joint meeting the reasons underlying the dispute shall be explained and endeavoured to be solved. Minutes will be taken, from which will appear the positions of the parties.

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Section 11

Associations and undertakings affiliated to the central organisations may not, by resigning from the central organisations, absolve themselves from the commitments undertaken under the present General Agreement. These commitments shall remain valid until the General Agreement has lapsed following termination by one of the central organisations.

Section 12

(1) This General Agreement shall remain in effect until terminated by six months' notice as at 1st January, but not earlier than 1st January, 1995. Either of the central organisations wishing to amend the General Agreement shall inform the other party six months before notice of termination, after which negotiations with the object of reaching agreement and thus avoiding termination of the General Agreement shall be commended.

(2) Should negotiations to renew the General Agreement, after due notice of termination has been given, not be completed by 1st January, the Agreement shall remain in force, irrespective of whether the termination date has been exceeded, until the current collective agreements have bed superseded by new ones. The Agreement thus lapses at the time the new agreements are implemented.

PROTOCOL

The parties agree that work stoppage are to be avoided, and that the organisations shall actively contribute to this end: cf. the terms of this General Agreement.
The central organisations agree that guidelines for the holding of joint meeting shall be worked out as soon as possible.

Copenhagen, October 1, 1992

Danish Confederation Of Triade Unions	Danish Employer's Confederation
Finn Thorgrimson	*Niels L. Thygesen*