



# COOPERATION AGREEMENT



The Cooperation Agreement with changes of June 9th 1986 and of the 27 October 2006<sup>1</sup>

Non-Discrimination and Integration Agreement – Supplementary Agreement to the Cooperation Agreement.

Agreement between The Confederation of Danish Employers and The Danish Association of Managers and Executives (LH) on the representation of managers and executives on enterprise cooperation committees.

The Agreement on Telework – Supplementary Agreement to the Cooperation Agreement.

ISBN: 978-87-7755-686-9

Tryk: AKAPRINT A/S

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<sup>1</sup> On January 1, 2008 LO and FTF merged and became FH – Danish Trade Union Confederation. The agreement is reproduced as it formally exists, where the parties to the agreement are LO and DA, as FH and DA have not changed the text of the Cooperation Agreement after the establishment of FH.

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# 1. Objectives and methods of cooperation

The central organisations have agreed that continued improvement of the corporate sector's competitiveness and employees' job satisfaction are prerequisites for the continued development of enterprises and for promoting the welfare and security of their employees.

Development and increased efficiency are joint aims for management and employees. The use and development of new technology are vital to competitiveness, employment, the working environment and job satisfaction.

In order for the companies in Denmark to be well equipped for making use of the possibilities of a globalised economy it is crucial to further develop a flexible labour market in which adaptability, competencies and ongoing skills upgrading are central elements of a forward-looking business policy.

A common understanding of the possibilities provided by globalization for the individual employee and for the company will strengthen companies in the face of global competition and thus contribute positively to the employment rate in Denmark.

The parties have agreed to achieve these objectives through systematic cooperation between management and employees at all levels.

## **Day-to-day cooperation in all enterprises**

The day-to-day cooperation is based on interaction between management and employees. Incentive management and active participation by employees and their elected representatives are prerequisites for developing the cooperation in an enterprise.

Therefore management, cooperation and communication methods should be devised with a view to inducing as many employees as possible to play an active part in the planning and organisation of the work. In this way, the employees can be made to contribute to the development of the enterprise through their knowledge, insight and experience as well as to the

expedient and efficient day-to-day operation of the individual sections of the enterprise.

These methods should therefore comprise decentralization and delegation of powers and responsibility to individual employees or groups of employees. This implies that viewpoints, ideas and suggestions must be made known in time for inclusion into the decision-making process.

### **Cooperation committees in large enterprises**

In enterprises with 35 employees or more, day-to-day cooperation should be promoted and observed by a cooperation committee composed of representatives of management and employees.

It is the duty of the committee to consider and determine the ways in which it may contribute to promoting and coordinating cooperation within the enterprise in accordance with this Agreement.

### **Local conditions**

The cooperation committee may decide to coordinate the work of the cooperation committee in accordance with local needs and wishes on condition that the aim of this Agreement is not lost and on condition that the obligations of this Agreement are observed, including the coverage of all employees by the work undertaken by the cooperation committee.

In the event of any such local coordination of the work of the cooperation committee, both group A and group B shall have the right to terminate this local agreement by giving three months' notice.

The exchange of information between management and employees is of decisive importance to the cooperation within an enterprise.

## 2. Information and consultation

Information should be given to individual employees as well as to groups of employees. The information should be given in time for viewpoints, ideas and suggestions from employees to be included in the decision-making process. Information is necessary to enable employees to influence their own job situation.

The information provided shall comprise management's assessment of the consequences of any changes contemplated and shall be communicated in a clear and understandable form. The information should be adapted to the groups of employees for whom is intended.

Both management and employees are obliged to take an active part in the mutual information process.

### **Information provided to the cooperation committee**

Efficient and successful cooperation requires continuous information of the cooperation committee about the affairs and development of the enterprise.

Knowledge and insight by all parties involved are prerequisites for the successful operation of a cooperation committee.

For the purpose of the work performed by the cooperation committee, the management shall keep the committee informed about the following matters of relevance to the enterprise:

- its financial position and future prospects, including the volume of orders and market conditions as well as factors affecting production;
- employment prospects;
- major changes and any proposed restructuring, e.g. the use of new technology in production and administration, including the introduction of computeraided technology and systems.

The employees' representatives shall also keep the committee informed of matters relating to the workplace which are of relevance to the climate of cooperation.

The information given in the course of discussions about assignments should not include matters likely to prejudice the interests of the parties, nor will information about personal affairs be required to be disclosed.

In certain situations, the members of a cooperation committee may be subject to a duty of confidentiality as to information given in the cooperation committee. Information given in joint consultation bodies which is expressly stated to be confidential may not be divulged to third parties. The reason why the information in question is required to be treated as confidential and the period of such confidentiality should be specified.

### **Information provided to individual employees**

In order to ensure that all employees are kept informed about the work of the joint consultation committees, specific communication methods shall be developed and promoted.

It shall be the duty of the members of the cooperation committee to keep all employees informed about the work performed by the cooperation committee, including the decisions taken by the committee.

Similarly, the members of the cooperation committee shall be responsible for including viewpoints, ideas and proposals from all employees in the work undertaken by the cooperation committee.

The individual employees shall furthermore be given information by their immediate superiors of any matters at the workplace relating to their own job situation. Such information shall include any changes in terms of technical, training or environmental aspects of relevance to the individual employee.



### 3. Cooperation committees

The cooperation committee shall determine the scope of the cooperation between management and employees at all levels within the enterprise.

It is the overall task of the cooperation committee to promote cooperation within the enterprise for the benefit of the enterprise and the individual employee alike. This is achieved by:

- Promoting and observing the day-to-day cooperation and involving as many persons as possible in that task;
- Creating and maintaining good and stable working and employment conditions, thereby increasing the welfare and security of the employees;
- Increasing the employees' understanding of the situation of the enterprise in terms of its operation, finances and competitiveness.
- Dialogue on absence and the prevention of diseases at the workplace

#### **Duties**

The cooperation committee has the following duties:

1. Establishing principles for the local working and welfare conditions, as well as principles for the personnel policy pursued by the enterprise towards the employees represented in group B on the cooperation committee;
2. Establishing principles for training and retraining employees who are to use new technology;
3. Establishing principles for in-company collection, storage and use of personal data;
4. Establishing principles for a training policy in the company in general

5. Exchanging viewpoints and considering proposals for guidelines on the planning of production and work and the implementation of major changes in the enterprise;
6. Assessing the technical, financial, staffing, training and environmental consequences of the introduction of new technology or changes in existing technology, including computer-aided technology and systems, where such introduction or change is extensive;
7. Establishing principles on a senior policy for the company
8. Informing employees of proposals for incentive pay schemes, including particulars of their basic structure, effects and application, and informing them of the possibility of setting up funds for educational and social security purposes.
9. Establishing principles on non-discrimination and integration in accordance with the supplementary agreement thereon concluded between LO and DA.

### **Redundancies**

If redundancies occur in connection with major restructurings, the enterprise shall seek to transfer or retrain the individual employees for other work functions in the enterprise.

Where the introduction of new technology (cf. above) results in redundancies, the enterprise shall also seek to transfer or retrain the individual employees for other work functions in the enterprise.

During their period of notice, any employees who are made redundant due to the introduction of new technology shall be given adequate time off to participate in a labour market course relevant for new employment arranged in consultation with the Public Employment Service. The duration of such course may not exceed 4 weeks.

For persons employed continuously with the same enterprise during the preceding 12 months, course fees and any loss of wages shall be reimbursed by the enterprise in so far as such expenses are not covered by the public authorities.

### **Procedures**

The establishment of principles requires the commitment of both parties to achieve agreement by joint consultation and to implement such agreement.

Either party may terminate principles agreed upon by giving two months' notice to the other party and demand renegotiation by the committee of revised principles.

The committee should be involved at such an early stage that viewpoints, ideas and suggestions from employees may be included in the decision-making process.

When matters relating exclusively to a specific part of the enterprise are being discussed during a committee meeting, and that part of the enterprise is not already represented on both groups, such representatives should be summoned for the discussion of the matter in question.

In their efforts to reach an agreement, the committee may seek advice from the Cooperation Board and the organisations involved. If one of the groups represented on the committee so requests, such advice must be sought.

When specific matters are being considered by the cooperation committee or any subcommittee, either group within the enterprise may summon experts in the specific field. The summoning of other experts – including outside experts – will normally require unanimity among committee members. If only one of the groups on the committee wishes an outside

expert to be summoned, assistance may be requested from the Cooperation Board for the resolution of the matter.

### **Scope of cooperation**

Only the principles governing the formulation of local working and welfare conditions and the personnel policy of the enterprise should be discussed by the cooperation committee.

However, if one of the groups on the cooperation committee finds that the agreed principles have been contravened in a given case, the issue will be dealt with by the committee.

In the performance of its tasks, the committee must comply with current statutes and regulations as well as labour agreements.

The committee is not entitled to deal with issues relating to the conclusion, extension, termination, interpretation or adaptation of collective agreements or local wage agreements, which are normally resolved by amicable settlement or industrial procedures.

### **Communication of information**

It is the responsibility of the cooperation committee to develop methods and systems of communication designed to keep all employees informed of the work of the cooperation committee, subcommittees, etc.

Information may be communicated by the cooperation committee or any subcommittees to the employees by way of minutes, newsletters, notices, etc. Information may also be given at information meetings, in information groups, etc.

The information should be adapted to the groups to which it relates as well as to the other information systems in the enterprise.

## **Meetings**

The cooperation committee holds 6 ordinary meetings a year, unless otherwise agreed locally.

Meetings held during working hours may not give rise to loss of earnings for committee members.

Meetings held outside normal working hours will be remunerated at a rate to be fixed from time to time by the Cooperation Board.

Any costs incidental to the work of the cooperation committee will be payable by the enterprise, which will in addition ensure that suitable premises are available for the meetings.

Extraordinary meetings will be held when committee members agree to hold such meetings, or when one of the groups so proposes, stating the business proposed to be transacted during the meeting. If necessary, it should be possible to arrange extraordinary meetings at very short notice.

## **Chairman, deputy chairman and secretary**

A responsible manager or executive shall act as chairman, and the deputy chairman will be elected by group B. Where a joint representative (shop steward) has been elected, he or she shall act as deputy chairman. Meetings will be chaired by the chairman or – in his absence – by the deputy chairman.

The deputy chairman's ordinary work in the enterprise must not prevent the deputy from attending to the tasks assigned to him by the cooperation committee. The clerical assistance necessary for performing his functions in the cooperation committee will be provided by the enterprise. Management will keep the deputy chairman informed on a continuing basis of any matters likely to be brought before the committee.

The parties shall elect a joint secretary for a term of two years who is eligible for reelection.

### **Agenda and minutes**

The chairman, the deputy chairman and the secretary shall prepare a detailed agenda for the meetings, which are to be convened by not less than 8 days' notice in writing, whereupon the date of the meeting and the agenda will be announced to all employees. Meetings should preferably be held on a regular basis.

The secretary shall prepare minutes of the business transacted at the meetings of the cooperation committee, specifying any resolutions passed.

The minutes shall be signed by the chairman and the deputy chairman within 8 days of the meeting and shall be made available to the employees immediately thereafter.

### **Subcommittees**

The cooperation committee is the collecting and coordinating body within the enterprise concerning cooperation activities. In that connection the committee may take the initiative to conduct surveys or prepare reports, thereby creating a basis for the future work of the committee.

For that purpose, the cooperation committee may set up permanent subcommittees or ad hoc committees, e.g. section committees, technology committees, education and training committees, canteen committees, etc.

It is the duty of the cooperation committee to ensure that a detailed description of the responsibilities of a given subcommittee is prepared before commencement.

Subcommittees are required to keep the cooperation committee informed of their activities on a continuing basis.

## 4. Establishment of cooperation committees

Enterprises employing 35 persons or more within the same geographical area shall establish a cooperation committee if proposed by either the employer or a majority of the employees. The enterprise may receive assistance from the Cooperation Board secretariat for the purpose of establishing a cooperation committee.

If neither of the parties in the enterprise wants a cooperation committee to be established, it is recommended that information meetings are held on a regular basis between management and employees.

In enterprises where no cooperation committee has been established, and where no regular contact exists between management and employees, it is recommended that working groups be established to deal with technology issues where major changes or restructurings are being contemplated.

When cooperation committees are established, the provisions of this Agreement shall be complied with. For the purpose of distributing information material, the Cooperation Board should be given notice of all cooperation committees established.

The number of employees in an enterprise shall comprise all employees other than managers and executives, including apprentices and youth workers.

In enterprises with less than 35 employees within the same geographical area, it is recommended that management and employees agree upon such cooperative methods as are likely to promote the objectives and methods referred to in section 1, above.

### **Composition, election and eligibility**

A cooperation committee consists of two groups.

**Group A** represents the responsible management of the enterprise and technical and commercial officers who cannot be trade union members under the provisions set out in the General Agreement.

**Group B** represents all other employees of the enterprise.

Number of representatives:

In enterprises with	Group A	Group B
35-50 employees	2	2
51-100 employees	3	3
101-200 employees	4	4
201-500 employees	5	5
More than 500 employees	6	6

In enterprises with more than 1,000 employees the number of representatives may be increased by agreement.

Each of the groups may appoint a number of alternates, not exceeding one alternate for each committee member.

Alternates attend in the absence of the regular committee members.

In case a regular committee member leaves the enterprise another member of the cooperation committee will be appointed or elected.

When electing representatives and alternates to serve on the cooperation committee it should be endeavoured to ensure that the members are as representative as possible in terms of staff groups, sections and professional qualifications.



Representatives of group A shall be appointed by management. Managers and executives shall be represented according to specific agreement concluded to that effect between The Danish Employers' Confederation and the Danish Association of Managers and Executives.

Representatives of group B shall be elected by and among the other employees provided always that shop stewards elected in pursuance of collective agreements shall be ex officio members of the committee. Where the number of shop stewards exceeds the required number of committee members, the representatives shall be elected from among the shop stewards provided always that if there is a joint shop steward, he or she will be an ex officio member. Where the number of representatives required to be elected for group B exceeds the number of shop stewards, the relevant number of representatives will be elected from among the other employees. Eligibility is subject to the same conditions as for shop stewards.

For both groups the term of office is two years, and the members are eligible for reelection or reappointment. The term of office shall cease if a member leaves the enterprise or no longer acts as a shop steward.

Any member of the cooperation committee group B who does not already enjoy protection as a shop steward and who is discharged from the company must be given 6 weeks' notice of termination over and above the period of notice provided for by the collective agreement. The total period of notice shall not exceed the period of notice applicable to a shop steward for the same trade group or similar trade groups.

Where it is desired, and prior to the appointment of members for the cooperation committee, group B may add to its group representatives elected from and among groups that are not represented by the ordinary members or shop stewards.

The term group shall refer to specific occupational groups or groups with specific training.

The groups in question are thus groups which are not directly represented in the cooperation committee but which shall, nonetheless, take their seat in the cooperation committee upon their election.

Representation by any such group requires that a request for representation be submitted prior to the election. This requires that the election for the cooperation committee be announced in due time in order to allow these groups sufficient time to see to their interests by submitting an application for representation.

In electing supplementary representatives, the size of the enterprise, the number of members of the cooperation committee, the organisations covered by the agreement and the number of non-represented groups compared to the total number of employees of the enterprise, shall be taken into consideration, amongst others.

Group A of the cooperation committee may be augmented by a number of members not exceeding the number of supplementary representatives in group B.

### **Dissolution**

In enterprises with cooperation committees which are employing less than 35 persons during a 4-month period, the committees may be dissolved at the request of either of the parties. A cooperation committee may only be dissolved subject to a detailed discussion among committee members, and should it be decided to dissolve the committee it is recommended that management and employees should seek to establish methods of cooperation promoting the objectives and methods of this Agreement as set out in section 1, above.

Any dissolution of a cooperation committee must be reported to the Cooperation Board.

### **Groups of companies**

In groups of companies with separate subsidiary companies cooperating on sales or production, it is recommended to set up group committees to be composed of representatives of the cooperation committees of such subsidiaries.

In group committees, matters of common interest to the subsidiaries shall be discussed. Local parties may seek assistance from the Cooperation Board with a view to finding the best possible methods by which to conduct such cooperation.

In enterprises with independent branches it is recommended to facilitate the discussion of matters of common interest to the branches.

## 5. Involvement of central organisations

### **Cooperation board**

The Cooperation Board has been set up by The Confederation of Danish Employers and The Danish Confederation of Trade Unions. It consists of up to 7 representatives of either side. In addition, The Danish Association of Managers and Executives shall appoint a member of the Board.

The Cooperation Board has the following duties:

1. Providing information, guidance and development for the purpose of promoting cooperation in enterprises;
2. Assisting in establishing cooperation committees and guiding them in their activities;
3. Constituting a forum for the resolution of disputes as provided under section 6.

The duties listed under items 1 and 2 shall be undertaken through the Board's own motion or in consultation with suitable bodies for information, training and education and research.

### **Board secretariat**

A secretariat has been established to act for the Cooperation Board, to which each of the central organisations is responsible to the Board for the day-to-day administration and the general planning of the work.

The secretariat shall provide assistance to management as well as shop stewards in the enterprises concerning all matters of cooperation, including matters dealing with the resumption of cooperation.

The secretariat shall provide advice and guidance concerning the establishment of cooperation committees as well as matters involving the day-to-day cooperation. The assistance of the secretariat shall be sought in case one of the groups on a cooperation committee so requests. If the commit-

tee is not unanimous in requesting assistance, the parties are required to inform each other of such request.

When meeting with the cooperation committee of an enterprise the secretariat will be represented by a consultant from each of the central organisations.

The Cooperation Board secretariat shall keep a register of cooperation committees. The register is used for circulating information material from the Cooperation Board, e.g. circulars and pamphlets.

Other duties of the secretariat include the preparation of reports on its work, the participation in information activities, teaching, etc., and initial consideration of all cases brought before the Cooperation Board.

### **Board funding**

Joint costs and expenses incidental to the work of the Board and secretariat, e.g. expenses for pamphlets, films, campaigns, etc., shall be payable by the central organisations in equal shares.

## 6. Dispute resolution

In case of any dispute arising in an enterprise within the scope of the Cooperation Agreement as to the interpretation or construction of the Agreement, such dispute shall be resolved, if possible, by means of local negotiations by the cooperation committee for the enterprise.

During negotiations either party is entitled to seek advice from the Cooperation Board for the purpose of resolving the dispute. If the dispute cannot be resolved by local negotiations, either party may bring the case before the Cooperation Board enclosing minutes from the negotiations concerning the dispute.

When cases are brought before the Board, supplementary information may be obtained.

Subsequently, the Cooperation Board shall endeavour to achieve an amicable settlement between the parties involved and their respective trade unions or employers' associations.

In the absence of such settlement, the Cooperation Board may at the request of either party be assisted by an arbitrator appointed by the Board. Where agreement on such appointment cannot be reached, the arbitrator shall be appointed by the chairman of the Industrial Court.

Thereafter, the Board will deal with the case according to the usual guidelines applying to industrial arbitration. Unless the case is settled during the proceedings before the Board, a ruling will be made, and if the case involves a breach of the Agreement, the party in breach may be held liable to pay a penalty. In determining such liability and the amount of any penalty to be paid, the Board shall take the facts of the case into account and have due regard to any defenses available to the party in breach.

## 7. Commencement and duration

...The Cooperation Agreement shall remain in force unless and until terminated by either party by giving 6 month's notice at 1 July, though not earlier than July 1st 2008.

Should either party contemplate amendments to the Cooperation Agreement, it shall inform the other party thereof giving 12 months' notice and negotiations shall subsequently be commenced with a view to reaching agreement on the matter, thus avoiding a termination of the Agreement.

## 8. Agreement of 2007 on non-discrimination and integration agreement – supplementary agreement to the cooperation agreement

### **§1 Scope of agreement**

This Agreement is supplementary to the Cooperation Agreement of the June 9th 1986 made between The Confederation of Danish Employers and The Danish Confederation of Trade Unions. The Agreement applies to all matters promoting gender equality. In addition, the Agreement applies to integration between native Danish employees and employees having different ethnic backgrounds in the company. For these purposes, the Confederation of Danish Employers and The Danish Confederation of Trade Unions have agreed that the principles governing gender equality as set out herein and amended as required and/or appropriate shall likewise apply to matters relating to the equal treatment of native Danish employees and employees with a non-Danish ethnic background.

### **§2 Objectives**

1. The Parties agree to actively promote equality and integration at the workplace. The objective is to promote a development ensuring that all employees – regardless of gender or ethnic background – are given equal opportunities for employment, training, promotion and employment conditions in general.
2. The Parties agree to seek to achieve a more equal distribution between men and women in the job functions and positions where career choice and recruitment have turned out to be gender specific.
3. It is recommended that in establishing principles governing the personnel policy to be pursued in an enterprise, proper regard should be shown for the reconciliation of work and parenthood.
4. It is further recommended that by the personnel policy pursued the individual enterprise should endeavour to provide a working environment without:
  - a) Undesired conduct of a sexual or otherwise gender-specific nature which is likely to be offensive to the dignity of men or women at the workplace;



- b) Discrimination against employees with non-Danish ethnic backgrounds;
- c) Discrimination against any person who files a complaint or any person who wishes to testify or actually testifies in the case of a complaint.

### **§3 Responsibility and information**

1. The employer shall be responsible under the applicable statutes in force for the individual enterprise.
2. The employer shall cooperate with the employees in establishing guidelines for such work and in developing any programs required for the gender equality, and shall further consider whether the physical conditions of work are arranged in such a manner as to suit men and women alike.
3. The employer shall cooperate with the employees on establishing a possible set of guidelines for the integration work in the company between native Danish workers and workers with a non-Danish ethnic background.
4. The management of an enterprise shall inform the cooperation committee and set up equal opportunities and integration committees in respect of matters of importance to the equal opportunities work carried out in the enterprise. Information shall be given in accordance with the applicable guidelines pursuant to the Cooperation Agreement.
5. The employee representatives shall likewise keep the cooperation committee informed of employee actions in the fields of equal opportunities and integration.

#### **§4 Committees**

1. In enterprises where cooperation committees have been established, this committee deals with issues involving equal opportunities and integration. Subcommittees may be set up according to the guidelines in the Cooperation Agreement.
2. In enterprises where no cooperation committees have been established, a committee may be set up to deal with equality issues or integration issues, where relevant.

#### **§5 Duties of committee**

1. The Committee shall be involved in establishing principles governing equality and integration, cf. section 3 of the Cooperation Agreement. The same applies to the arrangement of training and retraining activities as well as the integration of relevance to the gender equality in the enterprise.
2. In case of any changes in the planning of production and work and where the implementation of major changes in an enterprise will affect integration and equality-related issues, such changes shall be discussed by the committee.
3. If necessary, the committee may initiate a survey of the relative opportunities of men and women in areas such as recruitment, employment, dismissal, principles governing the determination of wages and salaries, training and education, and promotion.

#### **§6 Involvement of central organisations**

The organisations intend to promote equality and integration between native danish workers and workers with a non-Danish ethnic background within the company by way of information and guidance to the cooperation committee e.g. by preparing information material, arranging courses/ conferences, etc.

### **§7 Dispute resolution**

1. Any dispute about equality should be referred to the enterprise cooperation committee. In the absence of agreement, the case will be dealt with by the Cooperation Board according to the applicable rules. For this purpose the central organisations may agree to appoint outside experts within the particular field to assist the Board.
2. Any dispute about pay or dismissal will be dealt with according to the general rules governing industrial disputes as agreed between the social partners.

### **§8 Commencement and duration**

This Agreement, which shall in no way prejudice any rights enjoyed under existing collective agreements, shall come into force on January 1st 2007 and shall remain in force unless and until terminated by 6 months' notice to expire on the 1 July of any year.

## 9. Agreement of 2006 on telework – supplementary agreement to the cooperation agreement

### **Objectives**

This Agreement is a supplementary agreement to the Cooperation Agreement concluded between DA and LO and shall supplement the latter. The supplementary agreement shall include telework and is based on the European Framework Agreement on Telework concluded in July 2002 between the ETUC (and the liaison committee EUROCADRES/CEC), UNICE/UEAPME and CEEP.

The purpose of this Agreement is to implement the European framework agreement cf. the obligations of the parties in accordance with item 12 of the framework agreement.

The Danish social partners have translated the European framework agreement into Danish and it forms part of This Agreement.

The supplementary agreement respects current Acts and provisions as well as the industry-specific current collective agreements or other agreements, including agreements that have been or may be concluded on telework in the individual collective agreement areas.

### **The cooperation committee**

DA and LO finds that telework and the framework for telework is an issue for cooperation between the management and the employees and the Cooperation Committee

The discussion of telework shall take place in accordance with the cooperation agreement, including Chapter 3 of the cooperation agreement. The Cooperation Committee shall only discuss the principles for the organisation of local conditions regarding telework. The discussion of these principles may include, amongst others, the elements that are described in the European framework agreement: Item 2 contains a definition of telework and teleworkers. Item 3 describes the voluntary nature of telework. Item 4 describes the conditions of employment. Item 5 deals with data protection. Item 6 deals with the right to privacy. Item 7 deals with the work equip-

ment. Item 8 deals with health and safety. Item 9 deals with the organisation of telework.

Item 10 describes the training conditions and item 11 deals with collective rights.

The discussions in the Cooperation Committee shall respect and observe current Acts and provisions as well as the industry-specific current collective agreements or other agreements, including agreements that have been or may be concluded on telework in the individual collective agreement areas.

### **Settlement of disputes**

The settlement of specific disputes on telework shall be discussed in the Cooperation Committee or with the company's management if no Cooperation Committee has been established, cf. above. If agreement is not reached, the dispute is settled by The Cooperation Board (DA and LO) in accordance with current rules, cf. Chapter 6 of the Cooperation Agreement.

In this connection, the central organisations may supplement the Cooperation Board by summoning outside experts in the specific field in question.

### **Commencement and duration**

This agreement, which shall in no way be prejudicial to any rights enjoyed under existing collective agreements, shall come into force on January 1st 2007 and shall remain in force until terminated on the 1 July of any year by giving 6 months' notice.

# Framework agreement on telework

## 1. General considerations

In the context of the European employment strategy, the European Council invited the social partners to negotiate agreements modernising the organisation of work, including flexible working arrangements, with the aim of making undertakings productive and competitive and achieving the necessary balance between flexibility and security.

The European Commission, in its second stage consultation of social partners on modernising and improving employment relations, invited the social partners to start negotiations on telework. On 20 September 2001, ETUC (and the liaison committee EUROCADRES/CEC), UNICE/UEAPME and CEEP announced their intention to start negotiations aimed at an agreement to be implemented by the members of the signatory parties in the Member States and in the countries of the European Economic Area. Through them, they wished to contribute to preparing the transition to a knowledge-based economy and society as agreed by the European Council in Lisbon.

Telework covers a wide and fast evolving spectrum of circumstances and practices. For that reason, social partners have chosen a definition of telework that permits to cover various forms of regular telework.

The social partners see telework both as a way for companies and public service organisations to modernise work organisation, and as a way for workers to reconcile work and social life and giving them greater autonomy in the accomplishment of their tasks. If Europe wants to make the most out of the information society, it must encourage this new form of work organisation in such a way, that flexibility and security go together and the quality of jobs is enhanced, and that the chances of disabled people on the labour market are increased.

This voluntary agreement aims at establishing a general framework at the European level to be implemented by the members of the signatory parties in accordance with the national procedures and practices specific to

management and labour. The signatory parties also invite their member organisations in candidate countries to implement this agreement.

Implementation of this agreement does not constitute valid grounds to reduce the general level of protection afforded to workers in the field of this agreement. When implementing this agreement, the members of the signatory parties avoid unnecessary burdens on SMEs.

This agreement does not prejudice the right of social partners to conclude, at the appropriate level, including European level, agreements adapting and/or complementing this agreement in a manner which will take note of the specific needs of the social partners concerned.

## **2. Definition and scope**

Telework is a form of organising and/or performing work, using information technology, in the context of an employment contract/relationship, where work, which could also be performed at the employers premises, is carried out away from those premises on a regular basis.

This agreement covers teleworkers. A teleworker is any person carrying out telework as defined above.

## **3. Voluntary character**

Telework is voluntary for the worker and the employer concerned. Teleworking may be required as part of a worker's initial job description or it may be engaged in as a voluntary arrangement subsequently.

In both cases, the employer provides the teleworker with relevant written information in accordance with directive 91/533/EEC, including information on applicable collective agreements, description of the work to be performed, etc. The specificities of telework normally require additional written information on matters such as the department of the undertaking to which the teleworker is attached, his/her immediate superior or

other persons to whom she or he can address questions of professional or personal nature, reporting arrangements, etc.

If telework is not part of the initial job description, and the employer makes an offer of telework, the worker may accept or refuse this offer. If a worker expresses the wish to opt for telework, the employer may accept or refuse this request.

The passage to telework as such, because it only modifies the way in which work is performed, does not affect the teleworker's employment status. A worker refusal to opt for telework is not, as such, a reason for terminating the employment relationship or changing the terms and conditions of employment of that worker.

If telework is not part of the initial job description, the decision to pass to telework is reversible by individual and/or collective agreement. The reversibility could imply returning to work at the employer's premises at the worker's or at the employer's request. The modalities of this reversibility are established by individual and/or collective agreement.

#### **4. Employment conditions**

Regarding employment conditions, teleworkers benefit from the same rights, guaranteed by applicable legislation and collective agreements, as comparable workers at the employers premises. However, in order to take into account the particularities of telework, specific complementary collective and/or individual agreements may be necessary.

#### **5. Data protection**

The employer is responsible for taking the appropriate measures, notably with regard to software, to ensure the protection of data used and processed by the teleworker for professional purposes.

The employer informs the teleworker of all relevant legislation and company rules concerning data protection.



It is the teleworker's responsibility to comply with these rules. The employer informs the teleworker in particular of:

- any restrictions on the use of IT equipment or tools such as the internet,
- sanctions in the case of non-compliance.

## **6. Privacy**

The employer respects the privacy of the teleworker.

If any kind of monitoring system is put in place, it needs to be proportionate to the objective and introduced in accordance with Directive 90/270 on visual display units.

## **7. Equipment**

All questions concerning work equipment, liability and costs are clearly defined before starting telework.

As a general rule, the employer is responsible for providing, installing and maintaining the equipment necessary for regular telework unless the teleworker uses his/her own equipment.

If telework is performed on a regular basis, the employer compensates or covers the costs directly caused by the work, in particular those relating to communication.

The employer provides the teleworker with an appropriate technical support facility.

The employer has the liability, in accordance with national legislation and collective agreements, regarding costs for loss and damage to the equipment and data used by the teleworker.

The teleworker takes good care of the equipment provided to him/her and does not collect or distribute illegal material via the internet.

### **8. Health and safety**

The employer is responsible for the protection of the occupational health and safety of the teleworker in accordance with Directive 89/391 and relevant daughter directives, national legislation and collective agreements.

The employer informs the teleworker of the company's policy on occupational health and safety, in particular requirements on visual display units. The teleworker applies these safety policies correctly.

In order to verify that the applicable health and safety provisions are correctly applied, the employer, workers' representatives and/or relevant authorities have access to the telework place, within the limits of national legislation and collective agreements. If the teleworker is working at home, such access is subject to prior notification and his/her agreement. The teleworker is entitled to request inspection visits.

### **9. Organisation of work**

Within the framework of applicable legislation, collective agreements and company rules, the teleworker manages the organisation of his/her working time.

The workload and performance standards of the teleworker are equivalent to those of comparable workers at the employers premises.

The employer ensures that measures are taken preventing the teleworker from being isolated from the rest of the working community in the company, such as giving him/her the opportunity to meet with colleagues on a regular basis and access to company information.

## **10. Training**

Teleworkers have the same access to training and career development opportunities as comparable workers at the employer's premises and are subject to the same appraisal policies as these other workers.

Teleworkers receive appropriate training targeted at the technical equipment at their disposal and at the characteristics of this form of work organisation. The teleworker's supervisor and his/her direct colleagues may also need training for this form of work and its management.

## **11. Collective rights issues**

Teleworkers have the same collective rights as workers at the employers premises. No obstacles are put to communicating with workers representatives.


The same conditions for participating in and standing for elections to bodies representing workers or providing worker representation apply to them. Teleworkers are included in calculations for determining thresholds for bodies with worker representation

in accordance with European and national law, collective agreements or practices. The establishment to which the teleworker will be attached for the purpose of exercising his/her collective rights is specified from the outset.

Worker representatives are informed and consulted on the introduction of telework in accordance with European and national legislations, collective agreements and practices.

## **12. Implementation and follow-up**

In the context of article 139 of the Treaty, this European framework agreement shall be implemented by the members of UNICE/UEAPME, CEEP and ETUC (and the liaison committee EUROCADRES/CEC) in accordance with



the procedures and practices specific to management and labour in the Member States.

This implementation will be carried out within three years after the date of signature of this agreement.

Member organisations will report on the implementation of this agreement to an ad hoc group set up by the signatory parties, under the responsibility of the social dialogue committee. This ad hoc group will prepare a joint report on the actions of implementation taken. This report will be prepared within four years after the date of signature of this agreement .

In case of questions on the content of this agreement, member organisations involved can separately or jointly refer to the signatory parties.


The signatory parties shall review the agreement five years after the date of signature if requested by one of the signatory parties.

## 10. Agreement of 1998 between The Confederation of Danish Employers and The Danish Association of Managers and Executives

### **Agreement on representation of managers and executives on enterprise cooperation committee**

Further to the Cooperation Agreement concluded between The Confederation of Danish Trade Unions and The Confederation of Danish Employers on June 9th 1986, The Danish Association of Managers and Executives and The Confederation of Danish Employers have agreed on the following guidelines concerning the representation of managers and executives on cooperation committees.

- §1 Where members of The Danish Association of Managers and Executives are employed in an enterprise, not less than one of such members shall be appointed to serve as a member of group A on the cooperation committee.
- §2 If the members of The Danish Association of Managers and Executives have appointed one or more spokesmen, representation shall be agreed with such spokesman/-men according to Clause 1, above. If not, the representative shall be appointed by agreement with the managers and executives so employed. Where agreement cannot be reached on such appointment, the matter shall be decided in accordance with the rules set out in Clause 5, below.
- §3 The rules set out in the Cooperation Agreement concluded by The Confederation of Danish Employers and The Danish Confederation of Trade Unions shall govern eligibility, term of office and remuneration for attending meetings before or after normal working hours.
- §4 Any member of group A may demand a discussion of the agenda prior to any meeting of the cooperation committee.
- §5 Any dispute as to the interpretation of this Agreement shall be resolved according to the rules governing collective bargaining, cf. the Managers and Executives Agreement.



§6 This Agreement shall remain in force unless and until terminated by either party by giving 6 months' notice to expire on the 1 October of any year.

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A list of the Cooperation Board Members is available on the Cooperation Board's website [www.samarbejdsnaevnet.dk](http://www.samarbejdsnaevnet.dk).



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