STATUTES
DI COLLECTIVE AGREEMENT I

December 16, 2011
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§ 1 Name, registered address, membership, etc.

(1) The name of the organisation is DI Collective Agreement I (hereinafter called the Organisation). The name DIO I can also be used. The registered address of the Organisation is in Copenhagen.

(2) Upon foundation, the Organisation admits enterprises that, through their membership of DI, are comprised by collective agreements entered into under the auspices of DI.

In addition, the Organisation admits the following as members:

1) enterprises with a collective agreement with CO-industri (Central Organisation of Industrial Employees in Denmark) or with one or several unions or union groups attached to CO-industri to the extent that they are part of CO-industri and

2) enterprises that according to legal practice, cf. letters a) - c) below, can join DI (as from May 1, 2008: the Organisation) without obligation to be transferred to the Industrial Collective Agreement, including enterprises comprised by the collective agreement basis for ATL (Employers’ Association for Transport and Logistics), and enterprises comprised by collective agreements for passenger transport under the auspices of HTS (The Confederation of Danish Commercial Transportation and Service Industries):

a) enterprises with which agreement has been entered into with CO-industri regarding a departure from the obligation to be transferred to the Industrial Collective Agreement,
b) enterprises that operate activities comprised by the special DI collective agreements (as from May 1, 2008: the Organisation) and

c) enterprises whose activities fall completely outside what at any time can be considered to be encompassed by the development hitherto of industries represented by DI.

(3) Transfer of membership cannot be made to DIO II.

(4) The Organisation can only admit enterprises as members.

§ 2 Objective

(1) The objective of the Organisation is to be a party to collective agreements with the relevant employee organisations, including

• to ensure the freest possible conditions for management
• to work for a proper relationship between management and employees;

(2) For the purpose of promoting the objective set forth in (1), the Organisation shall safeguard the common professional interests of its members in relation to employees and their organisations, including negotiating collective bargaining agreements on behalf of members, and in the event of work stoppages to take precautions to protect members’ interests.

(3) The Organisation is a member of DI. These statutes shall meet the requirements of DI at any time.

The Organisation authorises DI to negotiate, enter into and administer the collective agreements that the Organisation is party to.

The Organisation has joined DA (The Danish Employers’ Confederation), and the Organisation and its members are obliged to respect DA’s statutes and provisions.

§ 3 Membership of DI

(1) The members shall be members of DI.

(2) DI’s Executive Committee can refuse DIO I to admit an enterprise that is bound by obligations, including obligations entered into under collective agreement, that the Executive Committee cannot approve. Similarly, the Executive Committee can lay down special conditions for admission.

§ 4 Scope of Membership

(1) If a member enterprise pursues activities that necessitate the employment of certain staff groups, which cannot be covered by the collective agreements entered into by the Organisation, supplementary membership for these groups of employees can be arranged with other organisations affiliated to DA, including DI Collective Agreement II.

(2) If an enterprise, which is a member of another organisation affiliated to DA, employs staff which cannot be covered by agreements in the DA community elsewhere than in the Organisation, a special membership of the Organisation can be arranged for this group of employees, subject to agreement with the relevant organisation.
§ 5  Duties of the Members

(1) Members are obliged to observe the collective agreements and other agreements entered into by DA and DI on behalf of the Organisation. Any notice in writing from DI shall have a binding effect on the members of the Organisation.

DI’s member bulletin, circulars and notices are official means of communication, and all notices and instructions published therein shall be deemed to have come to the notice of all the members.

(2) Member enterprises may not commence negotiations concerning rules that will present an obstacle to participation in a lockout ordered by DA.

Any commencement of negotiations for the establishment of a collective agreement with a salaried employees’ organisation regarding areas and matters that have not previously been covered by a collective bargaining agreement requires the consent of DI’s Central Board before the matter is submitted to the governing body of DA.

(3) In all circumstances, members are obliged to observe collegiate considerations, including

• wage arrangements with new employees as well as for those already employed and
• the meticulous observance of circulars on wage and working conditions issued by DI.

(4) When a work stoppage has taken effect at one of DI’s member enterprises, that member shall forward to DI a list of wage-earners who are included in the dispute, stating their full name and address. The information shall also specify the number of wage-earners employed, not including apprentices and trainees, immediately prior to the commencement of the dispute.

(5) Member enterprises shall comply with resolutions made by the Executive Committee or governing body of DA to the effect that wage-earners who are involved in a labour dispute may not be employed by members of DI.

(6) During the continuance of a work stoppage within an organisation which is a member of DA the member organisations may not, directly or indirectly, act contrary to the interest of the party that is affected by the work stoppage. This applies, in particular, to the acceptance – without prior agreement with the organisation in question – of the carrying-out of works, supply of materials, transport, etc., to undertakings that have been started or contracted for by the party affected by the dispute. The same shall apply to the taking-over of any part of supplies or jobs of any nature which the party in question may have accepted to perform prior to the dispute.

(7) If a non-member of an organisation under DA acts contrary to the interests of the party affected by the work stoppage, the member enterprises shall have a duty, pursuant to instructions from DI, to discontinue business relations with that non-member. DI may extend that duty to include disagreements that have not yet resulted in work stoppage.

§ 6  Information regarding Matters of Wages and Working Conditions

(1) Member enterprises shall scrupulously reply to all communications from the Organisation, DI and DA concerning labour market and collective agreement matters, as well as the wage arrangements of the enterprises.

(2) Member enterprises shall submit correct reports, by the times stipulated by the Organisation and DI, covering the individual work-sites - for the purpose of the drawing-up of wage statistics by DA. The members shall upon request submit the wage-statistical reports to DA.

If a member is a member of more than one organisation under DA, the reports shall be divided according to the various memberships with a clear specification thereof.
(3) If, after having been reminded in writing, a member enterprise fails to submit details of the wage arrangements of the enterprise in due course, a penalty of not less than DKK 200.00 and not more than 0.5% of the salaries/wages paid by the member during the preceding calendar year (aggregate of salaries & wages disbursed) may be imposed according to guidelines established by the Central Board of DI. The penalty may be recovered by legal proceedings. Repeated or gross failure to observe the reporting duty may result in expulsion, cf. § 22 of DI’s Statutes.

§ 7 Information from Public Authorities

The Organisation and DI may obtain from public authorities such information about member enterprises as the enterprises could otherwise be ordered to report directly to the Organisation and DI.

§ 8 Industrial Procedure; Guidance to Members, etc.

(1) In the event of employees at a member enterprise committing a breach of existing collective agreements, etc., or making collective demands as to wage, work, and collective agreement matters, the enterprise shall report this to DI forthwith.

(2) DI shall, as soon as possible, decide how the matter is to be dealt with. In cases where further processing is entrusted to the enterprise itself, DI shall provide assistance with advice and information in every respect.

(3) Member enterprises may not – except in pursuance of an Act of Parliament or a collective agreement which is legitimate in accordance with the Statutes of DI – conduct negotiations with the employees’ organisations regarding local collective agreements. Any case, the processing of which may give rise to such negotiations, should therefore be entrusted to DI.

(4) DI shall make sure that the member enterprises comply with the collective agreements that have been concluded with the employees’ organisations, and shall protest against and counteract any transaction which is contrary to the interests of the Organisation, DI or the rest of the members.

§ 9 Membership Fee

The members do not pay any fee.
§ 11 Labour Dispute Benefits

(1) DI provides labour dispute benefits to member enterprises according to rules fixed in DI’s labour dispute benefit regulations.

(2) Benefits can be provided both during legally sanctioned disputes and during disputes in contravention of the collective agreement.

(3) Labour dispute benefits are metered out in relation to the enterprise’s wage bill that forms the basis of the membership fee. Benefits cannot exceed the directly incurred loss.

§ 12 Loss of Right to Benefits

DI can decline benefits
- if, in the judgment of DI’s Executive Committee, the labour dispute in question can be blamed on the member enterprise;
- if the labour dispute in question has not been reported immediately after its outbreak;
- if fees, which are compulsory for members of DI, have not been paid within the established time-limit;
- if wage reports have not been submitted within the time-limit established in DI’s statutes and membership fee rules;
- if, before, during or after a labour dispute, the member enterprise has not observed the duties stipulated in the statutes of the Organisation and DI, or otherwise has not observed the guidelines issued by the Organisation and DI.

CHAPTER 4
TERMINATION OF MEMBERSHIP

§ 13 Resignation

(1) Irrespective of cause, members can only resign from the Organisation on resignation from DI according to DI’s statutes.

(2) Resigning members are not entitled to any part of the assets of DI.

§ 14 Expulsion

(1) If a member enterprise is guilty of aggravated or repeated breach of the duties inherent in the membership of the Organisation, cf. § 2, the enterprise in question may be expelled by DI’s Central Board on recommendation by the Board of the Organisation.
CHAPTER 5
MANAGEMENT

§ 15 Board

(1) The Board is the highest authority in all Organisation matters. Its valid decisions are binding for all members of the Organisation.

(2) The Board is composed by those members of DI's Executive Committee who represent an enterprise that is a member of the Organisation.

If an Executive Committee member represents a member enterprise that is covered by collective agreements of both the Organisation and DIO II, it is up to DI's Executive Committee to determine which of the two Organisations' boards the Executive Committee member in question is a member of.

DI's Executive Committee may supplement the Board with representatives of enterprises which are not members of the Executive Committee. The supplementation shall primarily comprise members of DI's Central Board.

(3) The Board elects a chairman and a deputy chairman within its own circle.

(4) The Board adopts - upon recommendation by the Managing Director - a budget for the following year.

(5) Each year before the end of April, a Board meeting shall be convened with the following agenda:
1. Presentation of the Organisation's report for approval
2. Presentation of Annual Report for approval
3. Election of chairman and deputy chairman
4. Proposals received
5. Other business.

(6) Meetings of the Board shall be called by the chairman or, in his absence, the deputy chairman and shall be held as often as deemed necessary. The Central Board shall always be convened when demanded by at least two (2) its members.

(7) Resolutions at meetings of the Board shall generally be made by ordinary majority of votes. In the event of equality of votes the acting chairman shall have the casting vote.

Proposals and other amendments to the Statutes shall be approved by a united Board in order to be adopted.

Proposals aimed at dissolving the Organisation (cf. § 24), resigning from DA or DI or revoking the negotiating authorisation to DI (cf. §2 (3)) are only regarded as adopted when they are adopted unanimously by the Board and furthermore acceded to by all enterprise-appointed members of DI's Central Board that represent enterprises which are members of the Organisation.

If a Central Board member represents a member enterprise that is covered by collective agreements of both the Organisation and DIO II, it is up to DI's Executive Committee to determine which of the Organisations the Central Board member in question represents.
### CHAPTER 6  
BOARD OF MANAGEMENT AND SECRETARIAL FUNCTIONS

#### § 16  Board of Management
The Board appoints a Managing Director to head day-to-day management.

The Managing Director shall also be an employee of DI.

#### § 17  Secretarial Functions
DI shall carry out the secretarial and financial functions of the Organisation free of charge.

### CHAPTER 7  
ECONOMY, ACCOUNTS, AUDITING, POWER TO BIND, ETC.

#### § 18  Investment of Assets
The assets of the Organisation shall be deposited with/invested in banks or savings banks, securities, or real property in accordance with guidelines defined by the Board. Any purchase or sale of real property shall be subject to approval by the Board in each case.

#### § 19  Budget and Accounts
1. The Organisation’s financial year shall be the calendar year.
2. The Annual Report for the previous calendar year, endorsed by the Managing Director, shall be submitted to the Board before the end of April. The Board recommends the Annual Report to be approved by the General Assembly.
3. The Organisation’s budget shall be adopted by the Board on the basis of prior recommendation by the Managing Director to that effect, cf. § 16 (2).

#### § 20  Auditing
1. The Annual Report shall be audited by DI’s chartered accountant. DI is to defray the expenses for the audit.
2. An audit book shall be kept.
§ 21 Power to Bind

(1) The chairman or the deputy chairman, jointly with the Managing Director, shall be empowered to sign on behalf of the Organisation.

The Managing Director shall be in charge of and have power to bind the Organisation in respect of financial transactions made in connection with the day-to-day operation of the Organisation. In so doing the Managing Director may grant powers of procuration to persons engaged in the administration of DI.

(2) In connection with financial transactions of an unusual nature, the signatures of the chairman, the deputy chairman, and the Managing Director shall be required. In the absence of one of the above, another member of the Board shall sign.

CHAPTER 8
PENALTIES; ARBITRATION

§ 22 Penalties

(1) If a member is in violation of these Statutes, provisions issued in pursuance of these Statutes, or a resolution by the General Assembly or the Board announced to the members, or is otherwise guilty of aggravated breach of the collegiate co-operation, a penalty not exceeding DKK 1,000,000 may be imposed upon the member. The penalty shall be determined having regard to the nature of the offence and to the size of the relevant member.

(2) Any decision involving payment of penalties pursuant to (1) above and the amount of the penalty shall be made by DI’s Central Board upon recommendation by the Board of the Organisation. The decision may be appealed to an arbitration tribunal set up in accordance with § 24 hereof; the award of the arbitration tribunal shall be final.

(3) If necessary, the penalty may be recovered through legal proceedings.

§ 23 Arbitration

Wherever in the preceding provisions of these Statutes arbitration is prescribed, the matter shall be settled conclusively and with binding effect by arbitration. The arbitration tribunal shall be established in the following manner:

• The arbitration tribunal shall be composed of two (2) arbitrators, the parties to the dispute appointing one each, and an umpire.
• When one of the parties has notified the other party by registered letter of the arbitrator appointed by him, the other party shall within eight (8) days after receipt thereof inform the opposite party by registered letter of the name of the arbitrator appointed by him. If he fails to do so, that arbitrator shall be appointed by the president of the Maritime & Commercial Court of Copenhagen.
• In the absence of agreement between the two arbitrators the president of the Danish Supreme Court shall appoint the umpire, who shall be a judge.
• The umpire shall act as chairman of the arbitration tribunal.
• The arbitration tribunal shall make its own distribution of costs between the parties to the dispute.
• The arbitration proceedings shall otherwise be governed by the provisions of the Danish Arbitration Act No. 553 of 24th June 2005.
CHAPTER 9
DISSOLUTION OF THE ORGANISATION

§ 24 Dissolution of the Organisation

Any decision to dissolve the Organisation shall be made at the General Assembly; to be valid the decision shall be adopted by all delegates who shall all be present.

A decision involving dissolution shall be valid only if the General Assembly has first decided on the application of the assets of the Organisation and has approved a plan for the performance or liquidation of the financial obligations resting on the Organisation. Furthermore, adequate security shall have been provided to ensure that the liquidation plan can be carried out. The most recently elected Board shall be the resolving and responsible liquidation committee.

CHAPTER 10
ENACTMENT

§ 25 Enactment

(1) These Statutes shall take effect as of May 1, 2008.

Provisions regarding the Organisation’s management – § 15 Board – have been amended on December 16, 2011 and take immediate effect.