

# 3F'S RULE BOOK 2022 AND VISION

ADOPTED AT THE SIXTH REGULAR CONFERENCE,  
24<sup>TH</sup> - 29<sup>TH</sup> OF SEPTEMBER 2022, IN AALBORG

APPENDIX: AGREEMENT ON DIVERSITY WITHIN 3F



# 3F'S VISION 2016

## **3F makes a difference - near you**

- 3F is the strongest community and the most present trade union in Denmark. Our collective agreements ensure education for our members, good jobs with a safe working environment and decent wages. All members are provided with the service they need. 3F is present in the members' everyday lives, with strong, well-functioning local union branches, skilled union representatives, focus on work and professionalism, and up-to-date opportunities that instill values. We know the workplaces and we procure jobs for the members. That is the reason for the high member satisfaction, which we experience every year.
- 3F is a trustworthy and respected collaborator, that you cannot ignore. We create solutions based in the members' everyday lives, well-documented knowledge, and have a fundamental belief in social justice as a constitutive element of Danish society. 3F takes responsibility for the development in the Danish labour market via agreements with employers, and through dialogue with the political parties.
- In 3F we respect the community's decisions about directions and goals, and we have confidence in each others' skills. Our strength is the commitment and power of initiative of the members, the union representatives and the employees. We collaborate across sectors in the organisation, because it provides better solutions. That is why we have competent and happy employees, who are proud to work for 3F's members.

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# Chapter 1:

## Name and Registered Office

### § 1

The Union's name is Fagligt Fælles Forbund (United Federation of Workers in Denmark) - 3F. The Union's registered office is in Copenhagen Municipality.

# Chapter 2:

## Objectives

### § 2

The Union's objective is to organise and assist the Branches and their members who are part of the labour market within the Union's fields, and to work for the improvement of the members' professional and political rights.

This objective entails that the Union works for

- A. the Branches to organise all workers within the Union's fields, and to ensure that the members' wage conditions and terms and conditions of employment are part of the collective agreements.
- B. general equality on the labour market, basic rights and options, and against any kind of discrimination.
- C. the members' influence on the organisation and development of their work life, including safe employment, a healthy and safe working environment, and paid freedom for professional and personal education.
- D. strengthening of international collaboration on union- and political work.
- E. the safeguarding of the Danish Model and through this, spread the knowledge of who owns the collective agreements.

The means for reaching the objective, is that the Union

- F. influences legislation in a direction that improves and ensures the member's conditions.
- G. informs about union- and political work, and ensures that union representatives, on all levels, are offered up-to-date education.
- H. assists the Branches in their service of the union representatives and members, with negotiations and disagreements with employers, and to ensure the members financially during collective agreement disputes.
- I. collaborates closely with related unions and sectors to jointly improve the members' wage- and working conditions.

- J. influences society in a social, just, sustainable direction, on a democratic, socialist basis, through professional and political activities and information.

## Chapter 3: The Branches

### § 3

- A. Fagligt Fælles Forbund is a Union that consists of affiliated independent, sovereign branches.
- B. The types of branches include the following:
- Mixed branches without branch division.
  - Mixed branches without sectorial division.
  - Simple branches. Simple branches can only be established after approval by the Executive Council.
- C. The Branches must acknowledge the Union's rules, and commit to follow them. No Branch can have regulations that are conflicting with the Union's rules. When a Branch's regulations are not in line with the Union's rules, it is the Union's rules that apply.
- D. The Branches can enter into collective agreements with individual employers or organisations. In case a collective agreement must cover a geographical area that is bigger than the organisation area of one Branch, the agreement must be approved by the Constituency in the Union, to which the collective agreement applies.

### § 4

- A. No Branch can include provisions in their collective agreements with the employers, that are conflicting with the transfer rules.
- B. No Branch can establish fixed/mobile satellite offices in another Branch's organisation area without prior agreement.
- C. If a Branch has a collective agreement with employers that includes work outside of the Branch's geographical area, the collective agreement should, as soon as possible, be transferred to the Branch in whose geographical area the workplace in question is situated.
- D. A Branch which has admitted members who properly belong to another Branch, and does not subsequently transfer the members to the proper Branch, as well as Branches that do not respect the transfer rules, according to §§ 8, 9 and 12, can lose all support from Fagligt Fælles Forbund after decision by the Union management.



- E. The Branches can enter into mutual agreements about practical arrangements concerning the members' affiliation, and about pursuing their interests in the workplace\*). Where nothing else is agreed, these agreements can be terminated with one year's notice to the expiry date of a collective agreement. Where special conditions apply, and where the members wish for it, the Executive Council can decide that members are transferred to a Branch outside the geographical area.
- F. Establishing new Branches and closing down existing Branches, after the respective Branches' general meetings and the committees' proposals, requires approval from the Executive Council.  
If a Branch is merged or closed down, its funds and resources are transferred to the Branch that henceforth will cover the geographical area.

\*) Organisation rights from SiD and KAD will apply only with the existence of written agreements between the Branches in question, as of 1<sup>st</sup> of January, 2005

## § 5

- A. The Executive Council can decide to cancel a Branch's membership of the Union, if the Branch does not follow any given imposition from the Executive Council. Exemption from following the Executive Council's decision, can only be given by a Conference.
- B. If a Branch has been cancelled, cf. A above, the Branch cannot be re-admitted before the imposition has been obeyed. The Executive Council can give dispensation from this rule.
- C. In situations where the collaboration between the Union and the individual Branch can lead to withdrawal or cancellation, the Branch's management is obliged to call a Special Committee Meeting and a Special General Meeting, in case the Union's Executive Council requests it. The Union has access to, and the right to speak at, these meetings.
- D. In case a Branch wishes to withdraw from the Union, the Branch must make an announcement hereof, with a notice period of minimum one year. A Branch's decision to withdraw is only binding for the Union, if it has been discussed at a general meeting in the Branch, and thereafter has been decided by a ballot among the Branch's members, with a majority of 2/3.

## § 6

- A. The Branches must be financially self-supporting unless very particular conditions apply, and this has been approved by the Executive Council.
- B. At the end of the financial year, and at the latest on the 30th of June, the local Branches send in a copy of the revised annual report (the annual accounts) to the Union.
- C. If a Branch has a fragile financial foundation, the Union and the Branch's management have a mutual obligation of dialogue with the purpose of creating a specific plan of action.

## § 7

Trade unions that acknowledge the Union's rules, and commit to follow them, can apply for membership of Fagligt Fælles Forbund. Application for membership in the Union must be sent in written form to the Executive Council, who will decide on the application.

# Chapter 4: The Members

## § 8

- A. The Branches admit members who are working within the professional fields of Fagligt Fælles Forbund, and unemployed members with an educational background or former work experience within the Union's professional fields, as well as young people who are seeking education within the Union's professional fields. The Executive Council may also establish guidelines for admitting other unemployed members. It is the location of the workplace in relation to the location of the Branches' geographical area, which decide the members' placement in the Branches. The Branches are independent bodies, and offer their services to the members and the union representatives via the Branch Office. In addition to this, the professional and political interests of the members are pursued.
- B. Only members can run for positions of trust in 3F. Elected representatives lose their position of trust in 3F, if they are withdrawn or cancelled permanently as a member.
- C. The re-admission of withdrawn members without employment, must be done according to the guidelines stipulated by the Executive Council.

## § 9

- A. Any member is obliged, within a month after starting a job, to transfer their membership, in accordance with the rules described in § 8.
- B. In case the member does not conform to the transfer obligation, the Branch must administratively transfer the member, after requirement of transfer, pursuant to this paragraph.
- C. Members who are affected by administrative transfer, must be made aware of this by the Branch that the member is moved from, before the transfer is finalised, within the time limit described in section A.
- D. The Branches' committee members are exempt from transfer, until the end of their election term.
- E. Members with no employment who wish for a transfer, can only be transferred to the Branch, where they have their residence.

## **§ 10**

The Branches' committees are obliged to monitor that the Branches make sure, that no member is working for lesser wages, or under worse conditions than those stipulated in the collective agreements. The goal is that the Branches reach out, organise and include all workplaces, within their organisation area, in the collective agreements. The members have, therefore, the obligation to procure wage details and documentation for the Branches' committees, on request.

## **§ 11**

- A. It is the responsibility of the Branches' management to ensure, that the calculation of piecework which is required in regards to national- or regional price lists or time rates, takes place. In this relation, the Union supports the Branches' cross-sector activities in the Regions, by assigning a consultant to each Region, with special expertise in these collective agreements and piecework lists. A precondition for the support is the establishment of calculation bodies.
- B. It is also the responsibility of the Branches' management to contribute to the completion of the different committees, within the fields of education and sectorial networks. In this relation, the Union supports the Branches financially by paying the daily wage loss, to the person assigned. The amount is payed to the Branch.

## **§ 12**

- A. Apprentices, trainees under vocational education and young workers, are admitted as members in the respective Branches where their workplace is located.
- B. Apprentices without a placement are, as a general rule, organised in the Branch which sectorially/geographically covers the educational institution, and which is assigned by the Region.
- C. When an apprenticeship/education contract is entered into, the members are transferred to the Branch, where the workplace is located.
- D. Deviation from the rules in this paragraph can only happen with the Executive Council's consent, in each individual case.

## **§ 13**

Fagligt Fælles Forbund can offer collective insurance schemes to the members. Decisions about changes to, or abolishment of, existing insurance schemes, and offers for new insurance schemes, are made by the Executive Council.

## **§ 14**

The members have the right to assistance with local wage negotiations, and to have calculations done on request. In workplaces with elected union representatives, they are responsible for the members getting assistance.

### **§ 15**

The Union has a Complaint Committee with an external legal expert, assigned by the Executive Council. The members can request that the Complaint Committee takes cases where they believe they have suffered a financial loss, because of inadequate or faulty advice from a Branch or the Union. The Executive Council creates a guide on how to use the Complaint Committee.

### **§ 16**

- A. A member who acts with serious dishonesty, uncollegially, or who is culpable of not complying with the obligations of being a Branch member, or who opposes the Branch's objectives through their actions, can be excluded by the Branch.
- B. The decision to exclude a member is made by the Branch's General Meeting, and must be approved by the Union's Executive Council.
- C. Prior to the general meeting where the decision will be made, the member must be informed that a proposal for exclusion will be discussed. The member must have the opportunity to speak, and can participate in the vote.
- D. An exclusion from the Branch can be lifted by the Union's Executive Council, who also determines the relevant rules.

### **§ 17**

A member who breaks a strike, must reimburse allowances of any kind, received from the Union. The amount is charged by the Branch, where the person is a member.

## **Chapter 5: The Conference**

### **§ 18**

The Union's decision-making bodies are the Conference, the Executive Council, daily management and the Constituency Committees.

The Conference is the Union's highest authority.

The Regular Conference is held every three years. Date and location are determined by the Executive Council.

### **§ 19**

- A. At the Regular Conference, the chair reports on the Union's and the committees' activities during the previous conference term.
- B. The chair of the Remuneration Committee reports independently at the Con-

ference, including a written account of wages and pensions, compensation for dismissal, etc., and of the regulations made during the term.

- C. The chief treasurer reports on the conference accounts, which consist of the individual annual accounts that have been cleared and audited in the previous conference term.
- D. Reports, accounts and the Union's Work- and Policy Principles must be approved by the Conference.
- E. The Conference determines the frame work and principles for wage levels and pensions for union representatives and employees with managerial responsibility in the Union and the Unemployment Insurance Fund. The Conference also determines frame work and principles for work loss, daily allowances, travel allowances and remuneration, as well as regulation and payment of these. Frame work and principles are administered during the term by the Executive Council, after proposals from the Remuneration Committee.
- F. The Union's elected, and employees with managerial responsibility, receive wages and pensions according to the existing rules. The remuneration which is received in addition to wage and pension, is offset against wages from the Union.

## **§ 20**

- A. Branches that wish to have proposals discussed at the Conference, must convey the proposals in writing. The proposal must be approved by the Branch's committee, or at the Branch's general meeting.
- B. Proposals from the Branches must be in the Union's possession at the latest on the 1<sup>st</sup> of April, in the year of the Conference.
- C. Proposals from the Executive Council, that are wished to be discussed by the Conference, must contain a written motivation.

# **Chapter 6: Delegates**

## **§ 21**

- A. Elections of delegates to the Conference, are carried out in accordance with the Branches' rules.
- B. The delegates' meeting for the Union's unemployment insurance fund is held in connection with the Union's conference, and where possible, the delegates' meeting will have the same delegates as the Conference.
- C. The delegates are elected according to the following rules:
  - Each Union branch elects two conference delegates for its first 500 members and then one conference delegate for each additional tranche of 500 members or part thereof.
  - The number of members, which is the basis of the calculation, is the Branch's average number of members, calculated one year back from the second quarter,

previous to the year of the Conference. The Union calculates the number of members, as soon as it is possible, although the Union's management must, at the latest on the 1<sup>st</sup> of October the year previous to the Conference, inform the Branches about how many delegates can be elected for the Conference.

- Included in the Branch's delegates are the chair, the vice chair and the responsible for the Unemployment Insurance Fund, as permanent delegates. The remaining delegates are elected in accordance with the Branch's rules.
- D. Delegates must be elected in a way that ensures fair representation of the different Branches. In the notification for the Union, the Branch must indicate in which of the six main Constituencies, the delegates must be placed. The Executive Council makes the final decision on how the delegates will be placed in the six main Constituencies.
- E. In connection with the election of the delegates, the Branch must also elect alternates. At the latest 13 weeks before the Conference begins, the Branch must inform the Union about the names and CPR numbers of the delegates and the alternates.

## **§ 22**

- A. The members of the Executive Council, negotiation- and Unemployment Insurance Fund secretaries elected by the Conference, the negotiation secretaries constituted by the Executive Council, as well as Constituency Committee members that are not members of the Executive Council, are always participating as delegates at the Conference.
- B. The chairs of the Regions' Youth Work Committees and the three Youth Members that are authorised by the Executive Council, participate as conference delegates.
- C. The appendix inspectors, who are elected by the Conference, and members of the Remuneration Committee, always participate as conference delegates without a right to vote.

## **§ 23**

- A. If the chair of a National Club, that is approved by the Union, is not already a delegate, they will be invited to the Conference and the constituency conferences to observe as a guest. The chair of the National Club has the right to speak at the Conference.
- B. The chair of Faglige Fælles Lands- og Landsbrancheklubber, FFL, participates in the Union's conferences with the right to speak, if the chair is not already a delegate from the Branch, or chair of a National Club.
- C. The chair of the National Club for Voluntary Early Retirement and Seniors participates in the Union's conferences with the right to speak.

## Chapter 7: The Constituencies

### § 24

The Union is divided into six Constituencies: The Industry Constituency, The Public Constituency, The Transport Constituency, The Building Constituency, Private Service, Hospitality and Food Services, and The Green Constituency.

During the Conference, the six Constituencies each have their own conference.

- On each of the Conferences, the Constituency's internal situation is discussed, and the chair of the Constituency reports on the Constituency's work during the previous term.
- It is not possible to make independent decisions at the constituency conferences, but only to give opinions and formulate proposals to the entire Conference.
- On the Conference, each of the six Constituencies elects the persons that are nominated for election to the Union's Executive Council, constituency chairs, Constituency Committees and negotiation secretaries.

## Chapter 8: Materials for the Conference

### § 25

The Union ensures that reports, accounts, agenda and the collective proposals are available to Branches and conference delegates, at the latest four weeks before the beginning of the Conference.

## Chapter 9: Elections at the Conference - and the Retirement of the Persons Elected by the Conference

### § 26

- A. All members of Fagligt Fælles Forbund are eligible for election.
- B. The Conference elects a union chair, a vice chair, two union secretaries and a chief treasurer.

- C. The Conference elects two appendix inspectors, and two alternates for them. No member who has functions in the Executive Council or in the main office, can at the same time be an appendix inspector.
- D. After proposal from the constituency conferences, the Conference elects Constituency Committees and alternates, constituency chairs and negotiation secretaries, as well as substitutes for the negotiation secretaries who must retire during the term in accordance with the age limit.
- E. If a constituency chair retires during a term, the Executive Council can appoint a new constituency chair as proposed by the Constituency Committee.
- F. The elections for Executive Council and Constituency Committee must be carried out with geographical distribution.
- G. All the elections apply to the entire term.

### **§ 27**

Constituency Committees with less than 11 members can bring the number up to 11. The Executive Council members who are elected by the Conference (§ 32) must, however, always constitute a majority of the individual Constituency Committee. An authorised youth representative, who can observe Constituency Committee meetings with the right to speak, is elected at the National Youth Convention, with their personal alternates.

### **§ 28**

- A. The Union's Executive Council members, appendix inspectors and members of the Remuneration Committee retire, at the latest, at the end of the month in which, according to legislation in force, they are entitled to receive retirement pension or enter into voluntary early retirement.
- B. The Union's elected union representatives retire from their positions at the end of the month in which they are entitled to receive State Pension, however the union chair retires at the Conference prior to the term in which she/he is entitled to receive State Pension and serves as a consultant until she/he receives State Pension.
- C. If the vice chair, union secretaries or chief treasurer announce, prior to elections at the Conference, that they intend to stand down during the upcoming term, any necessary successors are elected in advance.
- D. Representatives who were previously elected in KAD and SiD, respectively, are subject to the schemes and commitments in existence before the merger on the 1<sup>st</sup> of January 2005.
- E. When a union representative transfers to another occupation outside the Union's professional field or outside the Union's ordinary organisational field of interest, they retire from the positions of trust they have obtained within the union and their alternate takes their place.
- F. In the event that the union chair leaves office or is absent during the term, the Executive Council shall temporarily appoint the vice chair as the new union chair, after which a Special Conference shall be convened.
- G. If the vice chair, union secretary or chief treasurer leaves office during the term in a situation not covered by § 28 C, the Executive Council can appoint a substitute.



### **§ 28a**

The provisions of § 28 A and B on age-occasioned retirement upon entitlement to receive State Pension or enter into voluntary early retirement do not apply during the period from adoption at the Regular Conference in 2022 up to the time the Regular Conference is held in 2025.

In this same period, the provision of § 26D, final part, concerning election of “substitutes for the negotiation secretaries who must retire during the term” shall only apply in relation to negotiation secretaries who still wish to retire during the term due to age.

### **§ 29**

The Conference elects the Negotiation Committees within the six Constituencies, after proposal from the constituency conferences.

The proposal must predominantly nominate representatives, who are included in different sectors, geographical areas and genders. A representative approved by National Clubs within the relevant sector, is a member of the Negotiation Committee. Members of the Negotiation Committees retire, when they receive voluntary early retirement pay or a pension.

### **§ 30**

The Conference elects a Remuneration Committee, consisting of 12 members and a chair. The committee refers directly to the Executive Council and the Conference. The chair is elected by the collective Conference, and the 12 members are recommended by the constituency conferences with an Executive Council member and a non-Executive Council member from each Constituency, as well as their alternates. None of the members of the Remuneration Committee can be on a fixed wage paid by the Union.

## **Chapter 10: Special Conference**

### **§ 31**

- A. A Special Conference must be held when it is requested by a majority of the Executive Council, or by at least 20% of the Branches, that represent at least 20% of the members. The request for a Special Conference must be conveyed in writing, and the issues that are requested to be discussed, must be specified.
- B. The Special Conference must be convened with at least 14 days' notice, and a motivated agenda must be sent out at the same time as the invitation.
- C. As a general rule, the participants of the Special Conferences, are the delegates who were elected at the last Regular Conference.

# Chapter 11: The Executive Council

## - Composition and Tasks

### § 32

The Executive Council consists of 88 people, composed in the following way:

- A. One union chair, one vice chair, two union secretaries, one chief treasurer, one financial administrator and one vice financial administrator for the Unemployment Insurance Fund.
- B. Remaining Executive Council members are elected by the Conference after proposal from the constituency conferences, according to the following rules:
  - Each constituency conference proposes one constituency chair, one negotiation secretary and three external Constituency Committee members. The six constituency conferences must also propose six negotiation secretaries and 45 Constituency Committee members, who are external, in relation to the number of members in the six Constituencies (the distribution key is the Constituencies' number of members, as of January in the year of the Conference)
  - Finally, the constituency conference proposes a minimum of six alternates to the Constituency Committee.
  - A geographical and sectorial distribution must be ensured, in connection with the Constituencies' proposals of Executive Council members.
- C. In case of illness which extends beyond two regular Executive Council meetings, the alternates are called in temporarily.
- D. If persons that are elected by the Conference retire during the term, and they have no alternates, the Executive Council can elect someone for their place, proposed by the Branches. The results of these elections are in place until the following Conference.
- E. Any elected negotiation secretary and unemployment insurance fund secretary can observe Executive Council meetings with the right to speak, but without the right to vote.
- F. Three authorised youth representatives, who can observe Constituency Committee meetings with the right to speak, are elected at the National Youth convention, together with their prioritised alternates.
- G. The Executive Council is supplemented with the chairs who were not elected to the Executive Council via proposal from the constituency conferences.

### § 33

- A. The Executive Council manages the Union's operations in accordance with the decisions made at the Conference. It can bind the Union in terms of professionalism, where the legislation does not stipulate otherwise.
- B. The Executive Council determines by itself the number of annual Executive Council meetings, and its rules of procedure. Special Executive Council meetings can be held when four

- members of daily management, or 20 members of the Executive Council demand it.
- C. The Executive Council can, after proposal from daily management, employ the required support for assistance in the main office.
  - D. The agenda for the regular Executive Council meetings is sent out, at the latest eight days before the Executive Council meeting.  
However, after the agenda has been sent out, it is possible to extraordinarily add new points that require decision-making to the agenda, if a simple majority of the Executive Council approves it at the beginning of the meeting.
  - E. Minutes are drawn up after each Executive Council meeting. When there are ballots, it must be made clear, how the individual Executive Council members voted. The minutes must be available to the Branches, at least 14 days after each Executive Council meeting.
  - F. All the Executive Council meetings must be held domestically.
  - G. A professional political Editorial Committee for the Union's communication strategy is established. The Editorial Committee must be composed in a way that 2/3 of the committee consist of persons from branches and executive committee members, all external, and 1/3 from within the Union house.
  - H. The Executive Council determines the guidelines for the Union's procurement of legal assistance.

#### **§ 34**

- A. The Executive Council members ensure among themselves, prior to each meeting, that there has been communication with each Branch in the Union, and after each Executive Council meeting, they are obliged to participate in report meetings in the Branches.
- B. The Executive Council sets up professional, political and administrative committees to generally oversee individual areas.
- C. When there are allocations for political activities, at least half of the allocated amount is reserved for the Branches' use.

#### **§ 35**

- A. If the Union is merged with other unions, the Executive Council is authorised to increase the number of Executive Council members, as well as to nominate these, until the following Conference is held.
- B. If the operations in the individual Constituencies require it, the Executive Council can, after proposal from the Constituency Committee, increase the number of negotiation secretaries, in addition to those elected at the Conference. The nomination must be done among members who have positions of trust in Fagligt Fælles Forbund, and, as closely as possible, must follow the proposal from the Constituency Committee, and it applies until the following Conference is held.

### § 36

- A. An Executive Council member, who ceases to hold a position of trust in their Branch, will retire from the Executive Council on the same day as their retirement in the Branch takes effect.
- B. If an Executive Council member, elected by the Conference, becomes negotiation secretary, or is employed for another position of trust in the Union/Unemployment Insurance Fund, an alternate will fill in as Executive Council member.
- C. Executive Council members who, after being duly invited, are absent from two consecutive regular Executive Council meetings, without giving due notification, are considered retired, and an alternate is called in to fill their place.
- D. Daily management can propose to the Executive Council that an Executive Council member is suspended, if particular reasons for the suspension exist.

## Chapter 12: Budget and Accounts

### § 37

- A. The annual budget, which is approved by the Executive Council, contains the fixing and distribution of the Union's membership fees, group life insurance fees, payments for dispute funds, recreational insurance fees and funds for the Union's other activities, as well as for legal requirements.
- B. A Budget Committee, consisting of 15 persons, is established. The committee consists of the union chair, the chief treasurer, the financial administrator of the Unemployment Insurance Fund, two constituency chairs elected by and amongst the Union's constituency chairs, and two Executive Council members, elected in each of the Union's five regions.  
The committee's task is:
  - 1. To draw up proposals for the budget to be presented to the Union's daily management, with the purpose of the final budget to be presented to the Union's Executive Council.
  - 2. To ensure that the Union's Executive Council has the possibility of an overall discussion of general priorities, and the chosen specific priorities in the budget.
  - 3. To assess and comment on the accounts, for approval by the Union's Executive Council.
  - 4. It is the daily management's responsibility to closely follow the approved budget. In case of significant deviations from the approved budget, the daily management must assemble the established Budget Committee to discuss the situation.The committee itself draws up a proposal for terms of reference, which is presented to the Executive Council for approval.

- C. Each year, before the end of October, the Executive Council determines the required membership fee for the Union's services and operations for the following year. The membership fee is charged to the members, a membership certificate is issued, and accounts are settled between the Branches and the Union.
- D. The Executive Council divides the membership fee into memberships and capacities.
- E. The membership fee is determined by taking into account the total membership fee for Union and for Branches, and is charged monthly.
- F. When the distribution of tasks and expenses between Union and Branches is changed, the membership fee follows.

### **§ 38**

- A. At the end of each month, the membership fee accounts are settled between the Union and the Branches, at the latest on the 8<sup>th</sup> of the following month. Delays in settlement of the accounts, mean that interests will be imposed, according to STAR's rates.
- B. Branches that have been cancelled as members, are obliged to pay the membership fee to the Union for one year after the Branch has been cancelled. The membership fee accounts are settled between the Branches and the Union during that time.
- C. Branches that have not settled their membership fee accounts with the Union and the Unemployment Insurance Fund in time, must be audited by the accountants appointed by the Union.

### **§ 39**

The financial year is the calendar year.

### **§ 40**

- A. The chief treasurer produces the Union's accounts based on the bookkeeping. The audited annual report (the annual accounts) is presented to the Executive Council three months after the end of the financial year, at the latest, and is thereafter sent to all Branches before the end of the month of May.
- B. The chief treasurer draws up a draft budget for the Executive Council. The final budget for the following year is presented to the Executive Council for approval, before the end of the year. Accounts and budget are discussed at the regular Executive Council meetings.

### **§ 41**

The chief treasurer carries the daily overall responsibility for the Union's finances. All in- and outgoing payments are done via the central treasury.

### **§ 42**

In case the accounts are not kept in accordance with the decisions made by the Executive Council and daily management, the Executive Council can suspend the chief treasurer and appoint another until the following Conference.

### **§ 43**

Each Constituency appoints a representative who will be in charge of the internal audit. The Constituency must work in accordance with the terms of reference defined by the Executive Council.

### **§ 44**

- A. Financial transactions are done by the chair, the vice chair and the chief treasurer who, two in unison, can withdraw money from the Union's accounts.
- B. To ensure a flexible process in regards to daily management, power of attorney can be given to persons in the bookkeeping/central treasury to withdraw money from the Union's accounts, two in unison.
- C. Buying and selling of, and mortgaging in, real estate can only happen after decision by the Executive Council, and is put into effect with two of three signatures among the chair, the vice chair and the chief treasurer. However, the chair, the vice chair and the chief treasurer are authorised, after proposal from the Constituencies to, two in unison, make decisions in regards to buying and selling of summer houses and holiday apartments.
- D. Receipts and cancellation of outlays, as well as petition for forced sale of third party's property, over which the Union has the registered right, are carried out by the Union's legal secretariat after authorisation from the politically responsible.
- E. The choosing of foreign lawyers, and power of attorney to legal representatives, are done - in written form, if required - by the Union's legal secretariat by the head of the legal secretariat, after authorisation from the politically responsible.

### **§ 45**

The Union's Executive Council has the right to charge a required additional membership fee, when strikes/lockouts are notified or started, or when international mutual obligation rules require it.

### **§ 46**

- A. The Union's accounts are audited by State Authorised Public Accountants, who are appointed by the Executive Council and verified by the appendix inspectors elected by the Conference, after detailed instructions from the Executive Council.
- B. The appendix inspectors must supervise the Union's financial dispositions in relation to the decisions that are made, and must report to the Executive Council, if the supervision leads to remarks.
- C. The appendix inspectors must report to the Conference about their work.

# Chapter 13: The Remuneration Committee's Tasks

## § 47

- A. The committee's task is to present, for the Executive Council to decide, how the principles and frameworks, that are determined by the Conference, for wage levels, pensions, work loss, daily allowances, travel allowances and remuneration, as well as the regulation and payment of these, must be managed.
- B. Daily allowances and remunerations, as well as compensation for work loss, for persons with fixed wages in the Branches, are paid out directly to the Branches.

# Chapter 14: Daily Management

## § 48

- A. Daily management consists of the union chair, the vice chair, the chief treasurer, two union secretaries, the constituency chairs, the financial administrator of the Unemployment Insurance Fund, and the vice financial administrator of the Unemployment Insurance Fund.
- B. Daily management carries out the Union's operations in accordance with the decisions made by the Conference and the Executive Council, and in accordance with existing legislation. The union chair carries the overall responsibility.
- C. The chair and/or the vice chair have access to participate in all meetings that are held under the auspices of the Union, Constituency Committee meetings, other committee meetings, conferences, etc.

# Chapter 15: Management of the Constituencies

## § 49

- A. The Constituency's operations are discussed at the Constituency Committee meetings. The chair reports on the matters of principle, and political and specific issues, that have been discussed in the Constituency. The Constituency Committee has the right to make proposals to the Union's

decision-making bodies.

- B. The Constituency Committee determines itself the number of annual Constituency Committee meetings.
- C. The Constituency's work is managed by the constituency chair, and the Constituency assigns itself a vice chair.

## Chapter 16: National Clubs, etc.

### § 50

- A. National Clubs can be established, within each area of the collective agreements, after approval from the Executive Committee in each individual case. These Clubs can only be established and managed in collaboration with the Constituencies that have members employed within the sector. The National Clubs' task is solely of a guiding and informative nature.
- B. One condition for approval of a National Club is, that a national collective agreement exists.
- C. The National Clubs' task is, among other things, to draw up amendments to the national collective agreements in collaboration with the Branches. Furthermore, to work for a good and safe working environment in collaboration with the Branches and the Union.
- D. The National Club chair must receive the same circulars on industry issues, as the Union sends to the Branches.
- E. Once a year, the Union holds a national National Club conference, to exchange experiences and to discuss future tasks. The conference is organised in collaboration with the National Clubs' Contact Committee.
- F. The National Clubs' rules must be approved by the Executive Council.
- G. The Union's Executive Council must determine the guidelines for financial support to the cross-sectorial work of the National Clubs' organising activities.

### § 51

The Union can establish TR (union representative) networks/Sectorial Clubs to strengthen the union work.

### § 52

- A. The Union's objective with its senior work is to bring the work together in local clubs in the Branches, which are affiliated to the National Club for 3F's Seniors, in order to communally strengthen the professional, social and political efforts in close collaboration with the Union, Regions and Branches. The established senior work is carried out in accordance with decisions taken in the Union's Executive Council.



- B. A national convention is held every two years. The national convention is organised with the Union.
- C. The Executive Council will decide, after request from the National Club, on financial support for operations and office assistance with the daily administrative work. The National Club's executive committee has seven members, and acts as the point of contact with the Union.
- D. Each year, the Regions' group of voluntary early retirees and seniors, hold a regional meeting for the club chairs. The Union covers the expenses in connection with holding the meeting. The Union's regional representatives take part in the organising.

### **§ 53**

- A. The Union's objective in the Youth area is to bring together all young people up to and including the age of 30, and all apprentices and students, within the Union's collective agreement and educational fields in collective work with professional, financial, educational and informational tasks.
- B. The Union holds a national convention each year, which all young people up to and including the age of 30, and all apprentices and students, have the opportunity to attend.
- C. At the national convention, three candidates are elected to attend Executive Council meetings as well as three alternates. These are nominated by the youth committees in the Branches, the Regions and the National Youth Committee. However, the candidacy must be approved by the Branch where the relevant candidate is a member.
- D. The established youth- and apprenticeship work is done in accordance with the decisions made by the Union's Executive Council.

## **Chapter 17: Regions**

### **§ 54**

The Executive Council divides the country into Regions, based on geographical and regional political conditions.

## Chapter 18: FH, Cartels, etc.

### § 55

A. The Union is a member of Fagbevægelsens Hovedorganisation (The Danish Trade Union Confederation) (FH). Members of the Union's Executive Council, and a representative for the approved political areas, are given priority as delegates on FH's conference.

Furthermore, 3F Youth elects one representative and personal alternate. In addition, each of the six Constituencies elect, proportionately, the remaining representation to FH. The Constituencies elect alternates, to the extent it is necessary.

B. The aim is to give all the Branches that are members of the FH-section a minimum of one delegate for FH's conference.

### § 56

The Union participates in the union movement's structural development, including the cartel collaboration.

The Executive Council decides to which extent competence, staff and finances are transferred to the cartels.

## Chapter 19: Collective Agreements

### § 57

A. The Union launches calls for amendments to the collective agreements, from the Branches. The Negotiation Committees and Constituency Committees are included, when the central aspects in relation to the proposals for the collective negotiations are discussed. The Constituency Committees make proposals to be discussed by the Executive Council.

The Executive Council ensures

- the coordination between industries and sectors
- a common understanding of communal issues
- that no-one is left behind when the negotiations are concluded

B. The Negotiation Committee (elected for the relevant collective agreement(s) and a representative for the approved National Club) is called in, before the Union puts forward amendments to the opposing party to the collective agreement. In collaboration with the representatives who are elected by the Constituency, the Negotiation Committee writes up the amendments that are to be put forward.

- C. If it is not possible to reach an agreement with the opposing party to the collective agreement to renew the collective agreements, the Executive Council will decide whether a notice of dispute must be given to the opposing party.

## **§ 58**

- A. Prior to, and during the collective agreement negotiations, the Constituencies continuously coordinate the situation with each other.
- B. If a Constituency wishes to enter into a collective agreement which covers the whole, or parts, of other Constituencies' natural collective agreement area, the affected Constituency/-ies must be contacted, prior to the substantive negotiations. In case there is no agreement, the issue can be presented to the Executive Council.
- C. When a negotiation result for a collective agreement area has been achieved, this will be discussed by the Negotiation Committees, and the Constituency Committee will draw up a proposal to the Executive Council. The Executive Council makes a decision, whether the result will be recommended for approval, or refusal by the members.
- D. If the mediator puts forward a mediation proposal which covers more areas, the Executive Council will decide whether the proposal will be recommended for approval, or refusal by the members.
- E. If a ballot takes place, ordinary majority voting will be in force, except however, for mediation proposals where the Mediation Law rules are in force.
- F. A negotiation- or mediation result cannot be sent to the ballot, without it first being presented to the Negotiation Committees.
- G. If a negotiation result is in line with other unions, an agreement on a common ballot must be respected.
- H. The Constituencies are authorised to send the required materials to the members with a right to vote, when a negotiation result is going to the ballot.
- I. The Executive Council determines the rules for the voting procedure, and offers different voting options to the Branches. To the extent possible, there must be at least seven days to vote.

## **§ 59**

- A. Collective agreements with an expiration date other than the 1<sup>st</sup> of March and the 1<sup>st</sup> of April, must be negotiated by the relevant Negotiation Committee. Hereafter, the Constituency Committee must decide whether the negotiation result can be recommended to the Executive Council, or not. Regardless of the Constituency Committee's recommendation, the negotiation result must be put to the ballot.
- B. The Union assists the Branches with implementation of consistent prices for the same work within communal areas, and the Branches must mutually support each other, where possible.
- C. In negotiations on local wage- and working conditions, in which the Union takes part, the Branch must be represented, regardless of whether the negotiation takes place in or outside of the Branch's area.

- D. The amendments, that are decided upon by the Executive Council, to current national collective agreements, or to similar communal collective agreements must, where local collective agreements and price lists etc. are affiliated to these collective agreements, be sent to the employers. It is the Branch Committee that must ensure that the employers are sent these amendments, which can possibly be locally adjusted.
- E. In the same way, it is the Branches that carry the responsibility to end local collective agreements, price lists, etc., prior to the expiration of the period of notice, unless something else is stated in the collective agreement, or is subject to negotiation rules.
- F. The relevant Branch's management must negotiate for a renewal of the collective agreements, possibly with the Union's assistance. The Branches can conclude the negotiations themselves, if the achieved results live up to the Union's general requirements in the area, and after having acquired information from the Union about achieved or expected results for the existing national collective agreement. Otherwise the Union must approve the results.
- G. The Branch Committee can choose to hold a vote among the members that are directly included in the collective agreement.
- H. All Branches are obliged to comply with the collective agreement that the Executive Council and the Branches' representatives have approved.
- I. Only the Union or its Branches can enter into collective wage agreements for the members.

## **§ 60**

In cases where a Branch, or a group of members from a Branch, breaches a collective agreement with the employers, according to existing judicial practice, and where the Union is convicted on behalf of the Branch or the members, the Executive Council can demand that those who breached the collective agreement must pay the expenses that follow, themselves. The relevant Branch is obliged, if the Union demands it, to charge the part of the expenses that falls on the involved members. The members' payment date is decided by the Union's management in consultation with the Branch's management.

## **§ 61**

- A. A Branch is not allowed to set out consistent or wide ranging demands for wage rise or shortened work hours, without permission from either the Executive Council or the Union leadership. In the same way, a Branch cannot end collective agreements that have been entered into with the employers, without permission from the Executive Council or the Union's management. Consistent and wide ranging demands, are demands that apply to all the Branch's members, or to every employee in a workplace.
- B. The Union must, as much as possible, follow the Branches' strike request.
- C. If the Executive Council has approved a Branch's request to send a strike notice, this must be sent to the employers - if possible - in sufficient time for a strike as soon as the collective agreement term expires.

- D. If permission for a strike has been granted, its taking effect can only be delayed, if the Branch and the Union's management agree upon it, or when particular or compelling reasons make it necessary, and the delay does not infringe on the Branch's interests.
- E. The Executive Council can authorise daily management to send a dispute notice.

## **§ 62**

- A. A Branch can have the necessary funds paid out by the chief treasurer, when a strike or a lockout has been legally established, and as long as the Union approves the strike. During strike and lockout, the Branches will receive, from the Union, as administration subsidy, one percent of the net payment per member.
- B. During lockout or strike, the members will receive allowances which are, as a general rule, at least equivalent to the highest existing unemployment benefit rate.
- C. The Executive Council can in some cases determine smaller dispute allowances.
- D. A condition for receiving dispute allowances is, that the member must be subscribed one month before the timely ordinary expiry of the collective agreement and must have paid the membership fee, unless the member is transferred from another union, approved by the Executive Council, and members who have not had the possibility of membership.
- E. Members who are dismissed because of disputes, and who therefore cannot receive unemployment benefits, according to unemployment insurance legislation, can receive allowances in accordance with the rules described above, after approval by the Union.
- F. The Union also pays allowances on the condition that the receiver does not, at a later point in time, take work in a place that is closed to the Union's members' access.

# **Chapter 20:**

## **The Union's Dissolution**

## **§ 63**

- A. The Union can only be dissolved if the proposal of dissolution gets more than 2/3 of the delegates' votes at a Conference, and if the proposal is adopted by a ballot, when more than half of the cast votes are in favour of the proposal. Only yes- and no votes are included in the count.
- B. If a proposal for dissolution of the Union is adopted (cf. rules above), it must be decided at a Conference how the resources of the Union must be used, and how the Union's operations must be dismantled.

Thus adopted at 3F's sixth Regular Conference, 24<sup>th</sup> - 29<sup>th</sup> of September 2022.

# AGREEMENT ON DIVERSITY WITHIN 3F

## INTRODUCTION

3F is an organisation of constant transformation and innovation. 3F's vision is to assert and further develop 3F as the strongest union in Denmark, through respect for diversity. It is 3F's objective to reflect its members, to create commitment and equal worth for its members, and to develop the organisation's membership democracy. 3F accepts these challenges, and with the Agreement on Diversity Within 3F, requests that all parts of the organisation are actively committed to this development.

3F is founded on the basis of proud, organisational traditions that show respect for all of 3F's branches. The agreement on diversity further develops these traditions, by also showing respect for representation in all parts of the organisation in relation to gender, age and ethnicity.

## OBJECTIVES

3F's structure and values must reflect, as much as possible, our member composition with a focus on the four elements: Gender composition, age composition, ethnic composition and education-/sectorial composition. 3F must actively promote fair and equal access to elected and employed positions, to increase the representation of underrepresented groups.

## THE AGREEMENT

Efforts must be made, as much as possible, to ensure that:

- Every Union and Branch management, Executive Council and committee has a diverse gender composition in representative numbers taking into consideration the membership base in the relevant area.
- Every Union and Branch management, Executive Council and committee has a diverse age composition in representative numbers taking into consideration the membership base in the relevant area.
- Every Union and Branch management, Executive Council and committee has a diverse ethnic composition in representative numbers taking into consideration the membership base in the relevant area.

This agreement does not exclude other representation considerations.

Everyone must be willing to make determined efforts to ensure that the intentions, as well as the content, of the agreement on diversity are followed.

The Union commits itself to working actively for this agreement to be followed by all parts of the organisation. Each year an overview is produced, containing the results of the efforts, at union level as well as in the branches.



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