

# **Delivery Personnel Collective Agreement**

**Between**

**The Danish Newspapers' and Media**

**Employers' Association**

**and**

**3F United Federation of  
Danish Workers**

**2017 - 2020**

**The parties agree that the Danish version shall always be the legally valid version**

## Table of contents

§ 1.	Scope of the collective agreement
§ 2.	Working hours
§ 3.	Wages
§ 4.	Payment of wages
§ 5.	Period of notice
§ 6.	Illness etc.
§ 7.	Maternity/paternity leave
§ 8.	Holiday and holiday pay
§ 9.	Special holidays
§ 10.	Pension
§ 11.	Seniors scheme
§ 12.	Children's care days
§ 13.	Statement of employment particulars
§ 14.	Shop stewards and health and safety representatives
§ 15.	Rules for settling industrial disputes
§ 16.	Principal agreement
§ 17.	Collaboration agreement
§ 18.	DA/LO Development Fund
§ 19.	Adoption of the collective agreement
§ 20.	Trial scheme
§ 21.	New members
§ 22.	Commencement and duration of the collective agreement
	Protocol on Electronic documents
	Protocol on supplements and working pace 100
	Protocol on young delivery personnel
	Protocol on an Information and Collaboration Fund
	Protocol on newspaper delivery
	Protocol on social dumping
	Protocol on sub-distributors
	Request for information on set times in districts
	Appendix
	Council Directive 97/81/EC and 199/70/EC on part-time and fixed-term work
	Protocol on the implementation of Directive 2008/104/EC of the European Parliament and of the Council of 19th November 2008 on temporary agency work
	Statement of employment particulars

## **§ 1. Scope of the collective agreement**

This collective agreement shall cover employees over the age of 18 who are engaged in distribution in all parts of Denmark with the exception of postcodes up to 3000 plus 3460, 3500 and 3520.

## **§ 2. Working hours**

The normal effective working hours per week shall amount to a maximum of 37 hours.

## **§ 3. Wages**

### **3.1 Calculation systems**

Delivery personnel shall be paid in accordance with the current calculation systems of each individual company.

### **3.2 Minimum wage**

Delivery personnel shall be guaranteed an average minimum hourly wage of DKK 104.25 on all days (DKK 106.25 effective from 1 March 2018 and DKK 108.25 effective from 1 March 2019).

A hardship allowance of DKK 22.12 per hour (DKK 22.47 effective from 1 March 2018 and DKK 22.83 effective from 1 March 2019) shall be guaranteed for work which the employer requires to start between the hours of 23.00 and 06.00. For subscription delivery of morning newspapers which continues beyond 06.00, however, hardship allowance shall be paid until the end of the night delivery. The pay shall be calculated over a 14-day period on the basis of minutes recorded, units delivered or other method of calculation.

The parties agree that material changes to existing set delivery times/wages can be made at 14 days' notice.

It shall be a basic assumption that the companies will pay a supplement to the minimum wage, as set out above, to all delivery personnel whose qualifications entitle them to receive such a supplement.

Negotiations about a change in wages can only take place once every collective agreement year.

Any increase of the average minimum wage shall be set off against any personal supplement the delivery employee may have received in addition to the previously applicable minimum wage rate. Consequently, a delivery employee's wages will not be adjusted if they exceed the employee's minimum wage applicable from time to time.

### **3.3 Insight into the calculation of wages**

On commencing employment, each individual delivery employee shall be informed in writing of how his wages are calculated. The same applies should the employee so request at a later date, for example in connection with new routes. It is assumed that delivery will be made by bicycle, unless otherwise indicated in the statement of employment particulars.

### **3.4 Contesting a wage calculation**

Where an employee finds that the overall pay does not correspond to the minimum wage set out in clause 3.2, the employee must raise the matter with the employer. The employee may have a shop steward or, if no shop steward is available, the local 3F division, act as his companion.

If the employee is not satisfied that the matter has been settled and clarified, he must fill in the form 'Request for information on set times in districts' (annexed to this collective agreement) and submit it to the company. The employee may have a shop steward or, if no shop steward is available, the local 3F division, act as his companion. The company must document within one month that it has paid the employee the minimum wage as set out in the collective agreement.

If the employee is still not satisfied that the minimum wage set out in the collective agreement have been complied with, he can involve his local 3F branch. The local 3F branch can then observe a test delivery in the relevant districts.

If the local branch subsequently finds that the issue remains unresolved, any further review will take place at a mediation hearing held in accordance with Section 15 Rules for settling industrial disputes.

### **3.5 Special savings**

Employees covered by this collective agreement save up 2.7% of their salary qualifying for holiday pay in a special savings account. At 1 March 2018, the savings rate will be 3.4% and at 1 March 2019 it will be 4.0% of the salary qualifying for holiday pay.

Included in this amount are holiday pay, holiday supplement and any accumulated special holiday time.

The balance of the account is made up and the amount is disbursed on each 30 June, at the end of each calendar year and in case the employee resigns.

Employees covered by the collective agreement can request the employer to make extra employee contributions to the pension scheme on an ongoing basis. Such requests, including to discontinue or change an extra employee contribution, can be made once a year and will take effect on 1 December.

Any administrative expenses related to changing employee contributions are of no concern to the employee. Extra payments can be used only to increase savings.

## **§ 4. Payment of wages**

Wages shall be paid every two weeks or monthly.

Wages paid monthly must be paid not later than on the last weekday of the month.

## **§ 5. Period of notice**

**5.1** For delivery personnel who have been employed under this collective agreement with only the interruptions set out in clause 5.3 below, the following periods of notice apply provided that the employee informs the employer thereof in writing when signing the contract of employment.

<b>Seniority</b>	<b>Employee</b>	<b>Employer</b>
After 9 months	1 week	2 weeks
After 3 years	1 week	3 weeks
After 6 years	1 week	4 weeks

**5.2** Where a delivery employee discontinues his employment without observing the relevant periods of notice, he will be required to pay compensation corresponding to one week's wages.

**5.3** The required period of notice shall not apply:

in the event of inability to work due to work stoppages by other employees;

if a machine stoppage, a shortage of materials or other force majeure events completely or partially bring operations to a halt.

**5.4** Employees who are terminated at a notice as set out in section 5.1 for reasons of restructuring, downsizing, company closure or other factors attributable to the company will be entitled to time off with pay for up to two hours to be taken as soon as possible after the termination, with due consideration being had to the company's production, to seek advice from his unemployment insurance fund/trade union.

## **§ 6. Illness etc.**

**6.1** In the event of illness or accident, the rules of Act no. 563 of 9 June 2006 on sickness benefits, as amended, shall apply.

The employer must pay wages during illness to employees who have been continuously employed by the relevant company for at least six months. The employee shall fulfil the conditions for the right to receive sickness benefits from the employer in accordance with the rules of the Sickness Benefits Act.

The employer shall provide sick pay for up to 28 days as from the first full day of absence. In the event of a recurrence of the same illness within 14 calendar days from and including the first day of work after the end of the previous absence period, the employer's period of payment shall be calculated from the first day of absence in the first absence period.

Sick pay shall consist of the sickness benefits to which the employee is entitled supplemented up to a maximum of DKK 119.95 per hour for up to 37 hours per week.

If an agreement has been made pursuant to Section 56 of the Sickness Benefits Act, the employer shall pay only sickness benefits in accordance with the relevant rules of the Sickness Benefits Act, unless the employee's absence is due to another illness than the one which was the reason for the agreement pursuant to Section 56.

The right to receive such payment will lapse if reimbursement of sickness benefits from the municipal authorities is discontinued because the employee fails to observe his duties under the Sickness Benefits Act.

Where the company has already disbursed sick pay/sickness benefits to the employee, the company can, for the period preceding the date of lapse, only offset an amount corresponding to the lost reimbursement of sickness benefits in the employee's wages.

**6.2** Delivery personnel needing to leave work during a workday due to their child/children under the age of 14 living at home falling ill have a right to time off for the remaining work hours of the day in question.

Such right to time off applies only to one parent.

Employees with less than nine months' seniority will receive payment corresponding to his/her sickness benefits. Employees with nine months' seniority will receive payment corresponding to sickness pay.

## **§ 7. Maternity/paternity leave**

**7.1** Women who have nine months' seniority with the company at the expected date of giving birth shall receive full pay from the employer during maternity leave during the four weeks prior to the expected date of childbirth and for 14 weeks after childbirth (pregnancy leave/maternity leave), but not exceeding DKK 120,00 per hour. The amount shall contain the statutory maximum rate of unemployment benefit.

Adopters shall receive full pay during maternity/paternity leave for a period of 14 weeks from receiving the child, but not exceeding DKK 120.00 per hour.

Full pay for up to two weeks of paternity leave will be paid under the same terms, but not exceeding DKK 120.00 per hour. The amount shall contain the statutory maximum rate of unemployment benefit.

**7.2** In addition to the 14 weeks of maternity/paternity leave, the employer shall pay wages during an employee's absence for up to 13 weeks. Each parent is entitled to payment for five weeks during this 13-week period. However, if the leave reserved for each parent is not taken, payment will lapse. Wages for the remaining weeks can be paid to either parent.

The wages for these 13 weeks shall correspond to sick pay, but not exceeding DKK 120.00 per hour. However, the employer shall only pay these wages if he is entitled to reimbursement corresponding to the maximum rate of sickness benefits. If the employer is entitled to a smaller reimbursement, the employee's wages shall be reduced correspondingly.

The parents can take simultaneous parental leave with payment. Parental leave must be held within 52 weeks of childbirth. Employees wishing to go on parental leave must give three weeks' notice prior to commencing the leave. Each parent can divide his/her leave into not more than two periods, unless otherwise agreed.

### **Note:**

During the 14 weeks' maternity/paternity leave, the employee shall receive an increased pension contribution, cf. Section 10.5.

The following applies to children for which a parental leave starts on or after 1. July 2017:

The wage will correspond to the wage the employee would otherwise have received during the period. However, the employer shall only pay these wages if he is entitled to reimbursement corresponding to the maximum rate of sickness benefits. If the employer is entitled to a smaller reimbursement, the employee's wages shall be reduced correspondingly.

The parents can take simultaneous parental leave with payment. Parental leave must be held within 52 weeks of childbirth. Employees wishing to go on parental leave must give three weeks' notice prior to commencing the leave. Each parent can divide his/her leave into not more than two periods, unless otherwise agreed.

### **Note:**

During the 14 weeks' maternity/paternity leave, the employee shall receive an increased pension contribution, cf. Section

10.5. The wage is calculated as the average number of hours worked per work day during the preceding eight-week period.

## **§8. Holiday and holiday pay**

Holiday and holiday pay shall be paid in accordance with Act no. 396 of 31 May 2000, as amended. Holiday pay shall amount to 12.5%, and employees with 5-day work weeks shall earn the right to 2.08 days of holiday for each month worked.

The employees shall be covered by the holiday card scheme and the guarantee scheme of the Danish Newspapers' and Media Employers' Association ("DMA").

## **§9. Special holidays**

The following rules apply to special holidays:

All permanent employees who have been with the company for a continuous period of least nine months are eligible for special holidays.

Special holidays are converted to the average weekly working hours, calculated proportionately and taken as hours off during the holiday year. Payment of special holidays cannot exceed 37 hours per week.

Payment for these hours shall correspond to sick pay.

Special holidays shall be taken in accordance with the rules that apply to remaining holidays, cf. the provisions of the Holiday Act.

Where special holidays are not taken by the end of the holiday year, the employee can within three weeks submit a claim for compensation per unused special holiday corresponding to sick pay. Such compensation will be disbursed on the following payday.

Irrespective of any change of employment, an employee can only take five special holidays each holiday year.

## **§10. Pension**

**10.1** The employees shall be covered by a labour-market pension scheme which is administered through PensionDanmark.

**10.2** The pension contribution shall amount to a total of 11.1% of the taxable income from employment. The employee shall contribute one third and the employer shall contribute two thirds. The employee's contribution shall be withheld from the wage payment and paid into PensionDanmark by the employer.

**10.3** The pension scheme shall cover employees who are employed for more than eight hours a week, according to their statement of employment particulars, if they are 25 years of age or older and have 9 months or more seniority with the company.

When they comply with the age and seniority criteria, employees whose statements of employment particulars do not provide for regular working hours will be covered by the pension scheme as from the time they have had an average of 8 hours of work per week over a three-month period.

The working hours are calculated by dividing their wages by the relevant minimum rates set out in section 3.

**10.4.** The pension scheme also covers employees who on being hired can document that they are already covered by a labour-market pension scheme, regardless of whether the criteria in section 10.3 have been met.

**10.5** During their 14 weeks of maternity/paternity leave, employees with nine months or more seniority at the expected date of childbirth shall receive an extra pension contribution to DKK 8.50 per hour in employer's contribution, DKK 4.25 per hour in employee's contribution and total DKK 12.75 per hour.

**10.6** The employer and the employee are free to arrange on an individual basis for the employer to pay a separate amount as wages instead of as a pension contribution, corresponding to the employer's share of the pension contribution.

The right to agree to deviate from the provisions of the collective agreement as per the above, applies exclusively to employees who receive retirement pension benefits (alderspension).

## **§11 Seniors scheme**

The employee may enter into a seniors scheme starting five years prior to the employee's pensionable age.

The employee is entitled to take 20 senior days off per year. Senior days off are taken without pay.

Unless otherwise agreed, senior days off must be arranged according to the rules applying to arranging special holidays. See clause 9.

In addition to taking 20 senior days off per year, the employee and the company may agree a reduction of working hours by way of a permanent reduction of the weekly working hours.

This provision takes effect on 1 March 2017, and employees may take senior days off starting from the 2017-2018 holiday year.

## **§ 12 Children's care days**

Employees with 9 months' seniority or more are entitled to two children's care days per holiday year. An employee cannot take more than two children's care days per holiday year regardless of how many children (s)he has. This rule applies only to resident children under the age of 14.

Children's care days shall be arranged subject to agreement between the company and the employee with due consideration for the company's interests.

Children's care days are taken without pay.

## **§13. Statement of employment particulars**

**13.1** The employment shall be confirmed in a statement of employment particulars, cf. Act no. 385 of 11 May 1994 as amended. Employees employed from 1 July 2014 will be provided with a copy of the collective agreement together with their statement of employment particulars, or a reference will be made in the statement of employment particulars to DMA's website, [www.mediearbejdsgiverne.dk](http://www.mediearbejdsgiverne.dk), on which the collective agreement is available in Danish, English and Romanian-language versions. This provision is also comprised by the notice set forth in Section 13.2.

**13.2** If an employer fails to comply with the rules under the Act on statements of employment particulars and such failure to comply has not been corrected within 15 workdays from the date upon which the DMA received the Union's written complaint, the employer can be ordered to pay compensation.

**13.3** Disagreements about this stipulation shall be conclusively settled by arbitration under the rules of Section 15.

**13.4** If the complaint is based on an interpretation dispute, the employer cannot be ordered to pay compensation even if the employer were to not succeed in a case of industrial arbitration.

## **§14. Shop stewards and health and safety representatives**

### **14.1 Where are shops stewards elected?**

In each company, workers who are covered by the collective agreement shall elect a shop steward from their own number to represent them in dealings with the employer or his representative.

In companies with five workers or less, no shop steward need be elected unless both parties agree that one should be elected. In companies with 60 or more employees, one additional shop steward may be elected.

If more than one shop steward is elected, the shop stewards shall elect a joint shop steward from their own number.

#### **14.2 Who can be elected shop steward?**

The shop steward shall be elected from among the recognized skilled workers who have worked at least twelve months with the relevant company. If less than five workers fulfil this requirement, their number shall be supplemented from among the workers who have been with the company the longest.

#### **14.3 Appointment of a shop steward**

The election of a shop steward shall be conducted in a manner ensuring that all workers employed under the collective agreement on the date of the election are given an opportunity to vote. Elections of a shop steward are valid only if more than one third of the company's workers vote for the winning candidate.

In addition, the election shall not be considered valid until approved by the Executive Board of the United Federation of Danish Workers and announced to the Danish Newspapers' and Media Employers' Association.

The Danish Newspapers' and Media Employers' Association shall be entitled to object against the election of a shop steward to the Union's Executive Board.

The United Federation of Danish Workers will endeavour to ensure that employees who are elected shop stewards, and who have not completed the shop steward course prior to the election, will complete those courses as soon as possible after the election has taken place. The Danish Newspapers' and Media Employers' Association will endeavour to contribute to ensuring that the newly elected shop steward get the necessary time off.

#### **14.4 Temporary substitute shop steward**

Where a shop steward is absent due to illness, holiday, participating in training courses etc., a temporary substitute for the shop steward may be appointed subject to agreement with the employer.

A temporary substitute shop steward will have the protection of the elected shop steward during the periods when he functions as shop steward, provided the terms and conditions for being elected as shop steward as set out in 12.2 are met.

#### **14.5 Collaboration**

The shop steward as well as the employer and his representative shall do their utmost to maintain and promote good collaboration in the workplace.

#### **14.6 Complaints and recommendations**

The shop steward can, at the request of one or more of his colleagues, submit their complaints or recommendations to the management, but only to the extent that management's representative at the workplace fails to settle the matter in a satisfactory manner.

If the shop steward is not satisfied with the action taken by management, he is free to ask his the Union to deal with the matter, but he and his fellow workers have a duty to let work continue without disruption until otherwise instructed by the Union.

#### **14.7 Function during working hours**

The shop steward must perform his duties in a way that intervenes as little as possible with his productive work.

If the shop steward needs to stop working during working hours in order to fulfil his obligations as shop steward of the company, he must make an agreement in advance to this effect with the employer or his representative.

#### **14.8 Pay**

If there is an agreement pursuant to Section 14.7, second sentence, or if, upon the request of the management, the shop steward will be tied up during his working hours with matters relating to the company and its workers, the shop steward shall be paid for the time spent on such matters at a rate corresponding to his average wages of the preceding calendar quarter.

The rate cannot be less than the average wages of the department in which the shop steward is employed as a worker. For his participation in meetings outside his working hours, he shall be paid the amount that he receives for participating in joint consultative committee meetings.

#### **14.9 Updating skills and knowledge of former shop stewards**

An employee stepping down as a shop steward after having served as one for an unbroken period of at least 3 years, and who remains in the company's employ, is entitled to a meeting to discuss with the company the need for training to update his/her skills and knowledge. Such meeting to be held at the employee's request within one month of the

employee stepping down as shop steward. The meeting will be used to determine whether the employee needs professional training to update skills and knowledge and when such training is to take place.

If the parties are unable to agree on the matter, the employee is entitled to 3 weeks of professional training to update skills and knowledge. Employees having served as shop steward for 6 consecutive years are entitled to 6 weeks of professional training to update their skills and knowledge.

When doing professional training, the employee will receive wages pursuant to Section 3 corresponding to when the training takes place. The training must qualify for statutory compensation for lost wages. The compensation for lost wages will be payable to the company.

#### **14.10 Dismissal of a shop steward**

The dismissal of a shop steward must be motivated by compelling reasons, and the management shall give him a total of 5 months' notice.

If a shop steward has functioned as such for a continuous period of at least 5 years, he shall be entitled to a notice period of 6 months.

If the dismissal of a shop steward is motivated by a shortage of work, the notice period stipulated in the first sentence above shall lapse.

#### **14.11 Dismissal procedure**

If an employer finds that there are compelling reasons in accordance with Section 14,10, first sentence, to dismiss a shop steward elected according to the rules of Sections 14.1 to 14.3, he/she shall notify the Danish Newspapers' and Media Employers' Association who can then raise the issue in accordance with the rules for settling industrial disputes.

The subsequent mediation hearing shall be held not later than seven calendar days after arrival of the application for mediation, and the industrial proceedings shall generally be expedited as much as possible.

When a shop steward has been elected in accordance with Sections 14.2 and 14.3, his/her employment in the notice period cannot be disrupted until his/her organization has had the opportunity to try the justification of his dismissal at an industrial hearing.

If the industrial proceedings establish that there are compelling reasons for dismissing the shop steward, the notice of termination shall be considered as having been presented when the application for mediation was received.

#### **14.12 Health and safety representatives and employee-elected board members**

The election, payment and dismissal rules that apply to shop stewards shall also apply to health and safety representatives. Reference is made to Act no. 681 of 23 December 1975 on working environments, with appertaining executive orders.

## **§15. Rules for settling industrial disputes**

**15.1** The undersigned organizations agree that any industrial dispute shall be settled by mediation, possibly by arbitration, in accordance with the rules set out below.

If requested by either party, mediation shall always take place .

**15.2** Both organizations shall be represented at the mediation hearing.

**15.3** Mediation hearings must be held as soon as possible and not later than 21 calendar days after the other organization has received the application for mediation.

If the matter is urgent, its urgency must be stated in the application for mediation, and the mediation hearing shall be held not later than 7 days upon receipt of the request.

The stipulated deadlines can be derogated from by agreement between the organizations.

If at all possible, the mediation hearing must be held at the place where the dispute arose. A summary report of the result of the mediation hearing shall be prepared and signed whereupon it shall have binding effect on the parties and organizations involved in the dispute.

**15.4** If mediation does not result in a settlement of the dispute, the organization representatives can request that the case be referred for further negotiations between the organizations.

The negotiations between the organizations shall begin within the deadlines provided in Section 13.3.

**15.5** If the dispute cannot be settled in this way, and if it concerns the interpretation of an existing collective agreement between the organizations, the case shall be brought before an arbitration tribunal for settlement, upon the request of either organization.

The organization requesting the case to be referred shall notify the other organization hereof in writing within 14 calendar days.

If one of the parties objects to having the case settled by arbitration, asserting that the dispute in question does not concern the interpretation of an existing collective agreement between the parties, either party can appeal the question of whether the objection to arbitration is justified to the Industrial Tribunal through its central organization (the Confederation of Danish Employers and the Danish Confederation of Trade Unions, respectively).

**15.6** If the parties agree that a case should be referred to arbitration, the arbitration tribunal shall consist of five members, two appointed by the United Federation of Danish Workers, two appointed by the Danish Newspapers' and Media Employers' Association and an umpire appointed by the Industrial Tribunal. The parties may submit a joint recommendation for an umpire to the Industrial Tribunal.

**15.7** The arbitration tribunal shall sit as quickly as possible.

The complaint shall be forwarded to the counterparty along with a proposed candidate for the position of umpire. The complaint shall be accompanied by minutes of meetings and exhibits on which the complaining party wishes to rely.

The points of defence with exhibits shall be forwarded to the complainant organization and the umpire not later than 21 calendar days after receipt of the complaint.

The points of defence with exhibits shall be forwarded to the respondent organization and the umpire not later than 21 calendar days before the arbitration hearing. A rejoinder with exhibits shall be forwarded to the complainant organization and the umpire not later than 10 calendar days before the arbitration hearing.

The stipulated deadlines can be derogated from by agreement between the organizations.

The umpire shall function as chairman of the arbitration tribunal and shall participate in its proceedings. Following the end of the arbitration proceedings, the case shall be set down for decision by a simple majority of votes between the arbitrators. If a majority of votes cannot be reached, the case shall be settled by the umpire.

The decision shall be in the form of an arbitration award, which must be reasoned. The umpire shall make his award at the earliest possible opportunity.

**15.8** The norm for settling industrial disputes most recently adopted by the central organizations shall also apply.

## **§16. Principal agreement**

The parties shall adhere to the Principal Agreement of 1973, as amended, made between the Confederation of Danish Employers and the Danish Confederation of Trade Unions.

## **§17. Collaboration agreement**

The rules for collaboration adhered to shall be the Collaboration Agreement made between the Danish Confederation of Trade Unions and the Confederation of Danish Employers.

## **§18. DA/LO Development Fund**

The Development Fund of the Confederation of Danish Employers ("DA") and the Danish Confederation of Trade Unions ("LO") shall receive the amount fixed by the central organizations, which is presently DKK 0.42 per performed working hour. With effect from the first wage period after 1 January 2018, this amount will increase to DKK 0.45. The amount shall be collected in accordance with the stipulation of the central organizations.

## **§19. Adoption of the collective agreement**

**19.1** New company members with different collective agreements, adoption agreements or local agreements shall be covered by the present collective agreement upon obtaining membership, cf., however 19.2.

**19.2** Companies carrying on a distribution business in areas covered by postcodes up to 3000 plus 3460, 3500 and 3520, and which are members or obtain membership of the Danish Newspapers' and Media Employers' Association can sign up to this collective agreement subject to agreement between the undersigned organizations.

## **§20. Trial scheme**

Subject to local agreement, the parties to this collective agreement agree that arrangements deviating from the provisions of the collective agreement can be made on a trial basis.

Such trial schemes require the approval of the parties to the collective agreement.

## **§21. New members**

New company members that prior to joining the DMA have established a company pension scheme may demand that the employee pension scheme for employees employed at the date of membership be used instead of channelling payments to PensionDanmark as otherwise required under section 10 of the collective agreement. The parties to the collective agreement must be notified hereof.

New employees will be subject to the general provisions of the collective agreement.

Contributions to the company pension scheme must always correspond to the contributions to PensionDanmark as required under the collective agreement.

The composition of the contributions under the company pension scheme must be adapted to the requirements of the collective agreement within 12 months.

For the company pension scheme to be continued, it must have existed for three years prior to the date the DMA gives notice that it will be continued.

New members of DMA that prior to joining had not established a company pension scheme for employees covered by the collective agreement or which have a pension scheme with lower pension contributions for their employees may require that contributions to PensionDanmark are fixed as follows:

3 months after the company joins DMA, pension contributions must amount to at least 25% of the current rate.

1 year after the company joins DMA, pension contributions must amount to at least 50% of the current rate.

2 years after the company joins DMA, pension contributions must amount to at least 75% of the current rate.

3 years after the company joins DMA, the pension contribution will be raised to the contribution agreed under the collective agreement.

If the contributions stipulated under the collective agreement are raised during this period, the company's contributions must also be raised proportionately such that the above percentages of the contributions defined by the collective agreement from time to time are paid into the pension scheme.

New members of the DMA are entitled to require that the contribution to special savings set out in Section 3.5 be determined as follows:

Not later than 3 months after the company joins DMA, pension contributions must amount to 25% of the amount set out in Section 3.5 of the collective agreement.

Not later than after 1 year, pension contributions must amount to not less than 50% of the contribution set out in the collective agreement.

Not later than after 2 years, pension contributions must amount to not less than 75% of the contribution set out in the collective agreement.

Not later than after 3 years, pension contributions must equal the full amount of the contribution set out in the collective agreement.

If contributions stipulated under the collective agreement are raised during this period, the company's contributions must also be raised proportionately such that the above percentages of the contributions defined by the collective agreement from time to time are paid into the employee's special savings account.

## **§22. Commencement and duration of the collective agreement**

This collective agreement shall take effect on 1 March 2017 and shall be binding on the organizations until terminated by either party pursuant to the rules in force from time to time for expiry on a 1 March, with 1 March 2020 as the earliest possible date.

Copenhagen, 11 March 2017

The Danish Newspapers' and  
Media Employers' Organization  
**Pia Rude Truelsen**

3F United Federation of Danish Workers,  
3F's Transport Group  
**John Bondebjerg**

## **Protocol**

### **Electronic documents**

The parties agree that companies shall have the possibility to effectively deliver holiday cards, pay slips and any other documents, which must be exchanged during or after ongoing employment relationships, via any available electronic solutions available, for example e-Boks, or via e-mail.

If the companies want to avail themselves of this possibility, the employees shall receive 3 months' notice thereof, unless otherwise agreed. Employees exempted from receiving digital post from the public authorities may on request and subject to documenting such exemption to the company be exempted from receiving digital post from the company. This does not apply to holiday cards, which are mailed electronically via e-Boks or other secure means of electronic mail delivery to all employees subject to due notification.

## **Protocol on supplements and working pace 100**

During the negotiations, the parties have discussed the employer's obligation to pay a supplement to the minimum wage. See section 3.2 of the collective agreement.

The parties agree that supplements to the minimum wage may be paid in varied forms and amounts. As a result, the parties agree that the main qualification of delivery personnel is the pace of work, which can be higher than the assumptions made by the employer when estimating the 'set times'. The parties also agree that if an employer fixes a margin based on time, for example, such margin will be considered a supplement to the minimum wage. In addition, a supplement to the minimum wage may be paid relative to each individual route and/or the nature of the job function. Also, supplements can be paid to delivery employees individually.

The parties also agree that estimated set times shall take into account the fact that the work will be carried out at a recognized normal working pace (working pace 100) as applied under the Delivery Personnel Collective Agreement for the Copenhagen Metropolitan Area. The normal working pace is defined as the pace at which a person walking along a straight road while carrying no hampering luggage, equal to 5.76 kilometres per hour. The parties agree that delivery personnel will be paid for all work performed, including packing newspapers, reporting of key issues and other similar work.

## **Protocol on young delivery personnel**

The parties have discussed whether young delivery personnel should be covered by the collective agreement and agree that the following are objective and reasonable provisions and rates for legitimate purposes.

Delivery personnel aged 15–17 are covered by **sections 2, 3.1, 3.2, 3.3, 3.4, 4, 5, 8, 13 and 15** of the collective agreement.

As for the minimum wage rate set out in section 3.2, first paragraph

- delivery personnel who are 15 years of age but not yet 16 will be paid 50% of the rate applicable from time to time;
- delivery personnel who are 16 years of age but not yet 17 will be paid 65% of the rate applicable from time to time;
- delivery personnel who are 17 years of age but not yet 18 will be paid 75% of the rate applicable from time to time;

## **Protocol on an Information and Collaboration Fund**

1. For the purpose of handling information and collaboration issues for the organizations, the employers will from 1 March 2017 pay DKK 0.20 per hour of work performed. The amount will be DKK 0.25 from 1 March 2018.

These contributions correspond to DKK 330, DKK 412.50 respectively, per full-time employee per year.

The fund is managed by a board which is composed with equal representation and which has four members (two appointed by DMA and two appointed by 3F's Transport Group). The office of chairman and deputy chairman, respectively, will rotate between the organizations at two-year intervals. Board resolutions require unanimity.

Collection and administrative tasks will be performed by Kompetencefonde.dk, unless otherwise agreed. The account is settled once a year, unless otherwise agreed.

2. Based on an annual budget approved in advance by the board, the fund will cover expenses relating to informing employees covered by the collective agreement about labour market and collaborative issues in Denmark, including expenses for interpreters, speakers and transportation, meals and materials in connection with meetings and courses which 3F's Transport Group can document in connection with the settlement of the account.

The board can also discuss processes and procedures for the election of shop stewards.

After deduction of administrative expenses and payment of agreed expenses related to the attainment of the fund's objective, any profit will be divided evenly between the employee and employer organizations. Unless otherwise agreed, the account is settled once a year at the end of the calendar year.

## **Protocol on newspaper delivery**

The parties have discussed the rumour of irregularities related to newspaper delivery outside the Copenhagen Metropolitan Area.

In particular, such irregularities allegedly concern the following:

- Systematic violations of the collective agreement's wage regulations
- The use of sub-contractors that use 'moonlighting' staff.
- Sub-contractors engaging in social dumping/wage dumping.
- The use of sub-contractors that systematically violate legislation.

To date, there have been no indications of such irregularities among distributors that are members of DMA.

Due to the persistence of these rumours, the parties have agreed to set up a committee to investigate the rumours and to work to remedy any irregularities uncovered by such investigations. The committee will adopt its own rules of procedure.

The committee will consist of one or two representatives from each party. Committee members will have a duty of confidentiality with respect to information uncovered during its work.

The committee may, on the recommendation of both parties, seek the support of relevant experts when investigating specific matters. Costs related to such experts will be shared evenly by the parties.

## **Protocol on social dumping**

This agreement relates to the hearing of disputes about the pay and working conditions of foreign workers who carry out work in Denmark. With respect to the companies which are not party to the collective agreement, the agreement will contribute to creating better opportunities for avoiding work stoppages for the purpose of achieving a collective agreement, and, with respect to the companies which are parties to the agreement, it will contribute to ensuring a stable working environment and compliance with the terms of the collective agreement relating to foreign workers.

3F's Transport Group shall immediately contact the DMA, if it becomes aware of circumstances which can be anticipated to cause problems or disputes. Correspondingly, the employers' association shall immediately contact 3F's Transport Group.

Such contacts shall result in a meeting to be held immediately between the parties. Representatives of the involved parties – including of 3F's Transport Group – can participate in the meetings.

All relevant background information shall be produced or procured as quickly as possible.

Member companies employing foreign workers must place them at the company's wage level, and all other terms of the collective agreement must also be complied with. This stipulation shall not apply in the case of hired temps unless the collective agreement already includes obligations in relation to the payment of hired temps.

If a foreign company, which is not a party to the collective agreement, is involved in contract work for a member company, the parties to the collective agreement shall likewise aim at achieving a negotiated solution.

If a company, which is not party to the collective agreement but acts as a sub-supplier to a company which is party to the collective agreement / a member company, is hit by a lawful, official strike in support of a demand for a collective agreement, and a sympathy strike notice has been lawfully issued against the company which is party to the collective agreement / a member company of an organization under the Confederation of Danish Employers, 3F's Transport Group can contact the company / the company's organization and request a meeting for the purpose of discussing the matter. Issues to be discussed at such meeting may include the tasks affected by the sympathy dispute. Correspondingly, the organization of the company hit by the sympathy strike can contact 3F's Transport Group.

All relevant background information shall be produced at the meeting or forwarded to the other organization as quickly as possible.

The parties agree that, in such situations, the company may become a member of the DMA or to another member organization under the Confederation of Danish Employers, even though a strike notice has been announced or issued. If the strike has already started, Section 2.6 of the Principal Agreement shall apply.

3F's Transport Group shall agree to give at least 14 calendar days' notice of any strike action.

A copy shall be forwarded to the DMA.

If the foreign company becomes a member of the employers' association during the negotiations, or subsequent to them, the wage level shall be adjusted, possibly with assistance from the organizations.

## **Protocol on sub-distributors**

If a company, which is not party to the collective agreement but acts as a subdistributor to a DMA-member company which is party to this collective agreement, is hit by a lawful, official strike or initiated industrial action in support of a demand for a collective agreement, and a sympathy strike notice has been lawfully issued against a member company, 3F's Transport Group can contact the DMA and request a meeting for the purpose of discussing the matter. Such meeting must be held not later than seven working days after receipt of the request.

The parties can agree to derogate from this deadline. Issues to be discussed at such meeting may include the tasks affected by the sympathy dispute. Correspondingly, the DMA can contact 3F's Transport Group. All relevant background information shall be produced at the meeting or forwarded to the other organization as quickly as possible.

The parties agree that in such situations, the sub-distributor can be accepted as a member of employer organizations under the Confederation of Danish Employers and sign up to a collective agreement even if a dispute has been issued or initiated.

## **Request for information on set times in districts**

Under section 3.4, an employee who finds that the overall pay does not correspond to the minimum wage set out in section 3.2, can raise the matter with the employer.

If the employee still is not satisfied that the overall pay corresponds to the minimum wage set out in section 3.2, he should fill in this form immediately and hand it to the employer. The employer must then document within a month that the minimum wage set out in the collective agreement have been complied with.

Company:

Name of distribution employee:

Employee number:

Date submitted:

Received by (name of distribution manager):

**Employee's brief description of problem:**

*To be completed by the distribution employee*

**A. District number delivered**

**B: Set time**

**B:**

**Number**

--

*To be completed by the employer*

**C: Time recorded if measured by GPS**

**Number delivered**

**D: Employer's Recording and reply**

**Number delivered**

--

Date delivered: \_\_\_\_\_

Date of PFS measurement: \_\_\_\_\_

Date of employer's recording and reply: \_\_\_\_\_

**Re. A**

To be completed by the employee. It is important that the employee indicates not only the district(s) the complaint involves, but rather all districts, so the overall pay can be verified.

**Re. B**

Fill in for each of the districts indicated and not only for the district(s) the complaint involves.

**Re. C**

To be used only if the company in question uses GPS watches for its verification measurements. Where relevant, box C should be filled in later, but within 30 days.

If the employee still is not satisfied that the overall pay corresponds to the minimum wage set out in section 3.2, the employer must fill in box D within two weeks and hand over the form to the delivery employee.

The employer must ensure that the lists for the order of delivery ("*ligalisterne*") of the relevant dates as appear from the form are retained and made available for inspection in the event 3F becomes involved in the matter, cf. section 3.4.

Form submitted: \_\_\_\_\_

Form returned: \_\_\_\_\_

Employer's report on the above verification:

## **Appendix**

Council Directive 97/81/EC of 15 December 1997 concerning the Framework Agreement on part-time work concluded by UNICE, CEEP and the ETUC

and

Council Directive 199/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP

has been implemented in the collective agreement through protocol of 1 October 2002 on fixed-term work and part-time work to the effect that the parties refer to agreement of 7 August 2002 between the Confederation of Danish Employers and the Danish Confederation of Trade Unions on the implementation of the directive on fixed-term work and agreement of 9 January 2001 between the Confederation of Danish Employers and the Danish Confederation of Trade Unions on the implementation of directive on part-time work.

**Protocol on the implementation of Directive 2008/104/EC of the European Parliament and of the Council of 19 November 2008 on temporary agency work.**

The parties agree to discuss the implementation of

Directive 2008/104/EC of the European Parliament and of the Council of 19 November 2008 on temporary agency work with a view to implementing the directive on temporary agency work by 1 March 2011.

# Statement of employment particulars

for employment covered by

## Delivery Personnel Collective Agreement outside the Copenhagen Metropolitan Area between 3F and DMA

### 1. Parties

Name of employer		Name of employee	
Address:		Address:	
Post code/city:		Post code/city:	
Tel.	Company reg. (CVR) no.	Tel.	Civil registration (CPR) no.

### 2. Job description 3. Effective date of appointment

See item 2.1 of guidelines	Date of employment: (Date of seniority)
	Indefinite Employment expires on (date):

### 4. Place of work (see item 2.2 of guidelines) 5. Starting time

Weekdays (state address)	Weekdays: at_
Sundays (state address)	Sundays: at_
Varying places of work (see item 2.3 of guidelines)	

### 6. Working hours

Working hours are flexible and actual working hours may vary, depending on changes in the number of subscribers, weather conditions and other factors. Newspapers/magazines can be collected when working hours start, and payment for delays in availability of newspapers/magazines at the point of collection will be calculated from this point in time.

Newspapers/magazines must be delivered by \_\_\_\_\_ on weekdays and by \_\_\_\_\_ on Saturdays, Sundays and public holidays.

If your newspapers/magazines arrive late at the point of collection, you may be required to make a special delivery.

### Districts

Hverdage: Angiv distriktsnr.:
Søndage: Angiv distriktsnr.:

Districts may change as per regulations of the collective agreement. Any changes to districts will appear from a rider.

**8. Wages**

Wages will be paid in accordance with Delivery Personnel Collective Agreement outside the Copenhagen Metropolitan Area. Your wage for your current districts will be calculated as follows, cf. item 8 of guidelines:

District wages will be calculated on the basis of an estimated set time relative to the following rate:

Wages to be calculated on the basis of an estimated set time relative to the minimum rates currently set out in the collective agreement:

Minimum wage: DKK \_\_\_\_\_ or indicate if a higher hourly rate applies:

DKK \_\_\_\_\_

Hardship allowance: DKK \_\_\_\_\_

Wages will be paid: ___ Every two weeks	___ Monthly
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**9. Holidays**

Holidays will accrue, be held and paid under the Danish Holiday Act in force from time to time and the Delivery Personnel Collective Agreement.

**10. Special holidays**

As set out in the Delivery Personnel Collective Agreement.

**11. Pension**

Employees who are employed for more than eight hours a week, are 25 years of age or older and have nine months or more unbroken seniority with the company, or employees who can document that they are already covered by a labour-market pension scheme are eligible for pension, cf. terms and conditions in section 10 of the Delivery Personnel Collective Agreement.

The above terms and conditions have been met, and the employee is eligible for pension: Yes\_ No \_

If yes, indicate previous pension provider: \_

With his signature below, the employee confirms that he/she has not previously been covered by a pension scheme:

Employee signature

Reference is made to the provisions on pension of the Delivery Personnel Collective Agreement.

**12. Termination**

Reference is made to the provisions on termination notices of the Delivery Personnel Collective Agreement.

**Collective agreement**

The employment is subject to the Delivery Personnel Collective Agreement outside the Copenhagen Metropolitan Area between the Danish Newspapers' and Media Employers' Association and the United Federation of Danish Workers.

Reference is also made to any staff regulations applying at the company. Any such regulations must be provided to the employee together with this statement of employment particulars.

Other matters

Date: \_\_\_\_\_

Date: \_\_\_\_\_

For the company

Employee signature

## **Guidelines:**

DMA and 3F have jointly prepared this recommended statement of employment particulars. If correctly filled in, the statement will comply with the minimum requirements for statements of employment particulars of EU Directive (91/533/EEC).

The regulations for statements of employment particulars are set out in section 13 of the Collective Agreement.

### **1. General information about regulations**

#### **1.1 Who?**

Companies are required to issue a statement of employment particulars for workers employed to work an average of more than eight hours per week. The statement of employment particulars must be provided to the worker not later than one month after employment commences.

#### **1.2 Use of a statement of employment particulars**

The DMA/3F statement of employment particulars can be used for workers covered by the Delivery Personnel Collective Agreement outside the Copenhagen Metropolitan Area. If considered practical or necessary by the company, supplementary information about the worker or the company may be added to the statement of employment particulars.

#### **1.3 Changes**

The company must inform the worker of any changes to the terms of employment at least one month after such changes become effective. A new statement of employment particulars need not be issued on each such change; sending a letter to the worker setting out the changes will be sufficient.

### **2. Contents of the statement of employment particulars**

#### **2.1 Job description**

Job description could be "Newspaper delivery person", "Counter", or "stand-by personnel".

#### **2.2 Place of work on weekdays and on Sundays**

Indicates the room or location (address) where the delivery employee must report and begin his routes from.

#### **2.3 Varying places of work**

Tick here to indicate if the delivery employee has varying places of work.

### **3. Fixed-term employment**

Tick to indicate fixed-term employment and note the latest possible end date of the employment. The employment terminates without notice on completion of the assignment.

### **8. Wages**

The method of calculating wages should appear from the statement, i.e. by the hour or based on the district. If the latter applies, the wages should also be expressed as a base rate and/or unit rate or otherwise. Any special supplements that apply should also appear from the statement.

### **11. Pension**

Workers covered by a different labour-market pension scheme in a former job who wish to transfer those funds to PensionDanmark should send a copy of the employment contract to PensionDanmark, Langelinie Allé 41, DK-2100 Copenhagen Ø. The worker will then be contacted by PensionDanmark.

### **Disputes**

Disputes regarding statements of employment particulars shall be dealt with according to the provisions on industrial proceedings of the Delivery Personnel Collective Agreement.