

**Collective Agreement**

**between**

**3F København**

**and**

**The Danish Newspapers' and Media Employers' Association**

**for**

**A/S Bladkompagniet**

**2020-2023**

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

This collective agreement shall cover return assistants and distribution assistants in Copenhagen, i.e. postal codes 0001-2999 as well as 3460, 3500 and 3520.

## **2. Working hours**

The working hours shall be agreed within 37 hours a week and shall amount to a maximum of 15 hours. However, substitutes may be called in for individual days for at least three hours a day.

On 1 May, Constitution Day, Christmas Eve and New Year's Eve work shall end at 12:00, however, work shall be carried out through meal breaks without any special remuneration. The work may be required to be carried out after the stated time and shall then be paid with a surcharge of 100%.

## **3. Overtime**

### **3.1**

Overtime is achieved when the normal working day for the individual day is exceeded for full-time return assistants.

If the work allows for it, an agreement must be reached between the parties on time off in lieu of overtime. However, time off in lieu must take be taken no later than two months after the overtime has taken place. If this is not the case, the hours must be transferred for payment.

Overtime is paid with the following supplements to the basic wage of the collective agreement:

First hour after the end of normal working hours	50%
Subsequent hours	100%

In the case of overtime not related to normal working hours, payment shall be made for at least four hours.

If overtime is required on the same day or before normal working hours the following day, this must be notified as follows:

For full-time and part-time employees with full normal daily working hours, at least four hours before the end of normal working hours.

For part-time employees with reduced daily working hours, at the beginning of the working hours.

If the notice cannot be complied with, an allowance corresponding to a 100% overtime hour shall be granted. The same applies if the notified overtime is cancelled.

Overtime is calculated separately for the work in the return department, and hours from other work at A/S Bladkompagniet cannot be included in this calculation.

### **3.2 Systematic overtime**

The organisations agree that overtime should be avoided to the extent possible, but that there may be circumstances that necessitate overtime for the sake of the company's operations or timely completion of orders, obligations, etc.

The shop steward must be kept informed of the extent of the overtime.

### **3.3**

In companies with varying production needs, and where local parties have tried in vain to obtain a local agreement on varying weekly working hours, the company may give notice of systematic overtime. Systematic overtime may amount to a maximum of five hours per calendar week and one hour per day and must take place in connection with the individual employee's normal working hours.

Systematic overtime must be notified no later than by the end of normal working hours four calendar days before the week during which the systematic overtime is to be performed.

Unless otherwise agreed between the company's management and the shop steward, systematic overtime off in lieu must be taken as full days off within a 12-month period after its execution. Excess hours that do not entitle a full working day are carried over.

The time off in lieu shall be determined by the employer after local negotiation between the parties, however, the employee must be given a notice of at least 6 x 24 hours.

Time off in lieu resulting from systematic overtime cannot be taken during a notice of termination unless the company and the employee agree to this.

### **3.4**

Time off in lieu (applicable to time off in lieu not arising from systematic overtime)

The parties agree that the existing possibilities for notifying overtime in accordance with the other rules of the collective agreement shall not be affected by the possibility of notifying systematic overtime.

The parties further agree that, to the extent that changes are otherwise made in connection with the collective bargaining in provisions that affect the above, adjustments shall be made accordingly.

#### **4. Wages**

The basic wage totals DKK 128.51 per hour.

Effective from the pay week during which 1 August 2021 falls: DKK 133.80 per hour.

Effective from the pay week during which 1 March 2022 falls: DKK 136.95 per hour.

#### **5. Addendum**

##### **5.a Staggered working hours**

For normal working hours, the following supplements shall be paid:

18:00 – 22:00	22:00 – 04:00	04:00 – 06:00
As of 1 March 2020: DKK 40.74	DKK 57.32	DKK 40.74
As of 1 March 2021: DKK 37.00	DKK 84.10	DKK 43.50
As of 1 March 2022: DKK 37.60	DKK 85.40	DKK 44.20

To be calculated per every quarter of an hour.

##### **5.b Weekends and holidays**

During pay periods that include holidays not falling on a Sunday, the ordinary wage for the period in question shall be paid, which thus includes compensation for holidays not falling on a Sunday.

##### **5.c Hourly allowance**

A work-specific hourly supplement of DKK 15.15 shall be paid. The work-specific hourly supplement shall not form part of the basic wage of the collective agreement.

##### **5.d Seniority supplement**

After six months of employment at A/S Bladkompagniet, a seniority supplement shall be granted.

Effective from the pay week during which 1 August 2021 falls: DKK 2.79 per hour  
Effective from the pay week during which 1 March 2022 falls: DKK 8.15 per hour

The seniority supplement obtained shall not be affected by absence from A/S Bladkompagniet when this is within six months arising from illness or rehiring and within 12 months arising from compulsory military service.

The seniority supplement does not form part of the basic wage in accordance with the collective agreement.

## **6. Special savings**

As of 1 March 2020, employees covered by the collective agreement save 5% of the wages that qualify for holiday pay as special savings. As of As of 1 March 2021, the savings amount to 6% and as of 1 March 2022, the savings amount to 7% of the wages that qualify for holiday pay.

The amount includes holiday allowance, holiday supplement and any extra holiday savings.

At the end of June and at the end of the calendar year as well as upon resignation, the balance shall be calculated, and the amount paid out. In 2020, the payment will be made at the end of the calendar year.

Alternatively, the company and the individual employee may agree that the total contribution to special savings be paid on an ongoing basis together with the wage.

Employees covered by the collective agreement may request that the employer make an additional contribution to the pension scheme on an ongoing basis. Requests, including requests for termination/change of extra payment of employee contributions, can be made once a year effective from 1 December.

Subject to local agreement, special rules may be agreed on payment from the special savings.

## **7. Wage period and wage payment**

The wage period is 14 days and runs from Monday of a week to Sunday of the following week. Payday is the following Thursday.

If the banks are closed on the Thursday, the wages will be available on the Wednesday. If the banks are closed on the Wednesday as well, the wages will be available on the Tuesday, unless there is an instance of force majeure or problems with direct debit.

The payment usually takes place by transfer to a financial institution to the individual employee's account.

The wage specifications are sent either to the workplace or to the employee's address each payday.

## **8. Termination**

### **8.1 Notice of termination**

<b>Seniority</b>	<b>Employee</b>	<b>Employer</b>
0-1 years	1 week	2 weeks
1-5 years	2 weeks	5 weeks
5-10 years	3 weeks	8 weeks
10+ years	4 weeks	10 weeks

For employees with ten years of seniority or more who have reached the age of 50, 12 weeks of notice of termination shall be given by A/S Bladkompagniet.

Employees who resign without giving the above notice shall lose the right to six days' pay.

### **8.2 Competence development in the event of termination**

**5.a** Employees who have been continuously employed by the company for at least two years and who are dismissed due to restructuring, downsizing, company closure or other conditions dependent on the company shall, upon request, be entitled to participate in a course relevant to the employee of up to two weeks' duration, within e.g. AMU (adult vocational training), FVU (preparatory adult training) or other educational offers for which public participant support is provided at unemployment benefit level, unless the employee has completed two weeks of continuing education within the past two years. The participant allowance accrues to the company.

The employer shall cover the costs of participant payment of up to a maximum of DKK 1,500.

Course participation must take place during the notice period.

However, these rules do not apply to employees who are entitled to early retirement pay or pension from the employer or the public sector.

**5.b** Employees who have been continuously employed by the company for at least one year and who are dismissed due to restructuring, downsizing, company closure or other conditions dependent on the company shall be entitled to participate in one or more courses relevant to the employee of up to two more weeks' duration, within e.g. AMU (adult vocational training), FVU (preparatory adult training) or other educational offers for which public wage loss compensation is provided.

By participating in such a course, the employee may obtain the right to a corresponding extension of the notice period of up to two weeks under the following conditions:

Firstly, the employee must notify the employer in writing as soon as possible and no later than within the first week after the termination that the employee wishes to exercise the right to up to two weeks of further training.

Secondly, the employee must document that the employee is now completing a total of up to four weeks of training courses within the extended notice period.

When postponing the resignation, no new notice of termination is given.

The employer shall cover the costs of participant payment of up to a maximum of DKK 1,780.

However, these rules do not apply to employees who are entitled to early retirement pay or pension from the employer or the public sector.

The company shall receive support from the Competence Development Fund for expenses for the usual wages according to the collective agreement for courses according to this provision.

The wage loss compensation accrues to the company.

### **8.3 Severance pay**

If an employee who has been continuously employed in the same company for 3, 6 or 8 years is terminated through no fault of his or her own, the employer must pay 1, 2 or 3 times a special severance pay, respectively, amounting to DKK 5,000.

This provision does not apply if the employee at the time of resignation has obtained other employment, is receiving a pension or for any other reasons is not receiving unemployment benefits. Finally, the compensation shall not be paid if the employee is covered by a collective agreement for salaried employees, is a salaried employee or is already entitled to

a severance pay, an extended notice of termination or similar terms that provide better circumstances than the general termination rules of the collective agreement.

Employees who receive remuneration in accordance with this provision and in connection with reemployment enter into their accrued seniority, shall only obtain a new right to remuneration in accordance with this provision when the conditions in the first item are met in relation to the new employment.

If the employee is a part-time employee, the amount changes proportionally.

The parties agree that the provision shall not apply to repatriation. This applies regardless of which terminology is used specifically, as long as the employment, which is terminated, is temporary in nature. If an interruption that was initially temporary later proves to be permanent, the employer's obligation shall be actualised in accordance with the provision.

#### **8.4 Time off with pay for guidance**

Effective from 1 May 2014, employees who are dismissed with the notice of termination per Subsection 1 of the collective agreement, i.e. due to restructuring, cuts, company closures or other conditions dependent on the company, have the right to time off with pay for up to two hours to seek guidance from the unemployment insurance fund/trade union. The time off with pay must be taken as soon as possible after the dismissal and with due regard to the company's production conditions.

### **9. Unemployment benefits in the event of illness and accidents**

#### **9.1**

The Sickness Benefits Act applies. Full pay is always paid for the day when an accident occurs during working hours.

In the event of illness arising after the beginning of working hours, wages are paid for hours worked and sick pay, however, a maximum of DKK 148.00 per hour (as of 1 March 2021: DKK 150.50 per hour and as of 1 March 2022: DKK 153.00 per hour), for the remaining, agreed-upon working hours on the day in question.

#### **9.2**

The employer shall pay wages during illness and injury to employees who have been continuously employed by A/S Bladkompagniet for at least six months. The employee must meet the conditions for entitlement to sickness benefits from the employer pursuant to the Sickness Benefits Act.

The seniority with the company is not considered interrupted during

- illness (for up to three months)
- drafting (up to three months)
- maternity leave
- interruption of work due to machine downtime, lack of materials or the like, if the employee resumes work when this is offered to him or her

### **3.3**

Sick pay shall be provided for up to 49 days, calculated from the first full day of absence. In the event of a relapse due to the same illness within 14 calendar days from and including the first working day after expiry of the previous period of absence, the employer's payment period shall be calculated from the first day of absence in the first period of absence.

### **3.4**

The sick pay is made up of the eligible sickness benefit amount, supplemented up to full pay, however, maximum DKK 148.00 per hour (as of 1 March 2021: DKK 150.50 per hour and as of 1 March 2022: DKK 153.00 per hour), and a maximum of 37 hours per week.

The calculation basis is the employee's earnings per working hour in the last four weeks prior to the absence, including systematic nuisance compensation and excluding irregular payments not related to the working hours performed during the period.

Holiday allowance for sick pay shall be calculated in accordance with the relevant rules of the Holidays Act.

### **9.5**

Where an agreement has been entered into in accordance with Section 56 of the Sickness Benefits Act, the employer shall only pay sickness benefits in accordance with the Sickness Benefits Act, unless the absence is due to illness other than that on which the Section 56 agreement is based.

### **9.6**

Employees with three years of seniority at the company, and who are entitled to pay during illness, are protected against termination during the period with the right to pay during illness, however, for a maximum of 49 days. The protection against termination during illness only applies if the employee is not at fault in the intended dismissal.

Termination during illness may take place in the event of extensive layoffs. It is not a prerequisite that the dismissals are covered by the Act on Notification, etc. in connection with extensive layoffs.

Temporary staff dispatched by a temporary employment agency shall have termination protection during the period of entitlement to pay during illness, however, for a maximum

of 49 days, when the temporary employee has been in paid employment for the same temporary employment agency for 5,772 hours.

## **10. Illness and time off in lieu**

Illness is considered an obstacle to time off in lieu, provided that the employee reports sick before the start of normal working hours on the day on which the time off in lieu should have taken place. If several days of time off in lieu are scheduled, the obstacle to time off in lieu also applies to illness on any subsequent days.

It is a prerequisite that the employee reports the illness in accordance with the company's rules.

## **11. Maternity and adoption**

### **9.1**

Effective from 1 March 2017, the employer shall pay employees who at the expected due date have nine months of seniority in the company, full pay during absence due to maternity leave from four weeks prior to the expected due date and up to 14 weeks after birth (maternity leave), however maximum DKK 153.00 per hour (as of 1 March 2021: DKK 155.50 per hour and as of 1 March 2022: DKK 158.00 per hour).

For adopters, full pay shall be paid during maternity leave for 14 weeks from receipt of the child, however, maximum DKK 144.50 per hour.

Under the same conditions, full pay shall be paid for up to two weeks during paternity leave, however, maximum DKK 153.00 per hour (as of 1 March 2021: DKK 155.50 per hour and as of 1 March 2022: DKK 158.00 per hour).

The amount includes the maximum unemployment benefit rate stipulated by legislation.

It is a prerequisite for the payment that the employer is entitled to reimbursement corresponding to the maximum unemployment benefit rate. Should the reimbursement be less, the payment to the employee will be reduced accordingly.

### **9.2**

In addition to the 14 weeks of maternity leave, the employer shall provide payment during absence for up to 13 weeks. Of these 13 weeks, each of the parents is entitled to payment for five weeks. If the leave reserved for each parent is not taken, the payment lapses.

The payment for the remaining weeks is granted to either parent.

The payment during these 13 weeks corresponds to the full wage that the person in question would have received during the period.

The parents can take paid leave at the same time. Parental leave must be taken within 52 weeks of birth. Unless otherwise agreed, parental leave must be notified by the employee three weeks prior to the commencement of the leave. Each of the parents' leave may be divided into a maximum of two periods, unless otherwise agreed.

The amount includes the maximum unemployment benefit rate stipulated by legislation.

It is a prerequisite for the payment that the employer is entitled to reimbursement corresponding to the maximum unemployment benefit rate. Should the reimbursement be less, the payment to the employee will be reduced accordingly.

**For children for whom parental leave begins on or after 1 July 2020:**

In addition to the 14 weeks of maternity leave, the employer shall provide payment during absence for up to 16 weeks. Of these 16 weeks, the parent taking maternity leave is entitled to five weeks and the other parent is entitled to eight weeks. If the leave reserved for the individual parent is not taken, the payment lapses. The remaining three weeks' leave is granted to either parent.

The payment during these 16 weeks corresponds to full pay. The pay corresponds to the wage that the person in question would have received during the period.

It is a prerequisite for the payment that the employer is entitled to reimbursement corresponding to the maximum unemployment benefit rate. Should the reimbursement be less, the payment to the employee will be reduced accordingly.

The parents can take paid leave at the same time. Parental leave must be taken within 52 weeks of birth. Unless otherwise agreed, parental leave must be notified by the employee three weeks prior to the commencement of the leave. Each of the parents' leave may be divided into a maximum of two periods, unless otherwise agreed.

**3.3**

During the 14 weeks of maternity leave, an additional pension contribution shall be paid to employees with nine months' seniority at the expected time of birth.

The pension contribution amounts to:

	Employer contribution DKK per hour/DKK per month	Employee contribution DKK per hour/DKK per month	Total contribution DKK per hour/DKK per month
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As of 1 July 2014	DKK 8.50/DKK 1,360	DKK 4.25/DKK 680	DKK 12.75/DKK 2,040
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For part-time employees, the pension contribution is calculated in the same way as the already applicable pension contribution.

## **12. Holiday**

Holidays and holiday allowance shall be granted in accordance with the Holidays Act in force at any given time. All employees are covered by DMA's holiday guarantee scheme.

## **13. Extra holiday entitlement**

Five extra holidays have been established per holiday year

The extra holidays shall be converted to the weekly working hours, calculated proportionally and settled as normal working hours within the holiday period. Ordinary wages are paid during extra holidays.

Upon resignation, wages according to the collective agreement shall be paid for non-taken extra holidays. If the employee has taken more extra holidays than the period of employment justifies, the employer may set these off against the employee's wage claim.

If based on an agreement between the company and the employee, extra holidays are not taken, the earned wage for the extra holidays must be paid. The same applies in the event of illness, injury or maternity leave.

The extra holidays must be taken according to the same rules as remaining holidays, cf. the provisions of the Holidays Act. However, extra holidays cannot be taken during a notice period when notice is given by the company.

Regardless of job change, only five extra holidays can be taken during each holiday period associated with the allocated extra holidays.

For the transition period 1 May to 31 August 2020, reference is made to the Protocol on Extra Holidays in connection with the transition to a new holiday year. During the transition period, the Protocol shall replace Section 13.

## **14. Day off**

All employees have the right to one day off per calendar year calculated from 06:00 in the morning or from the beginning of normal working hours and one day onwards.

Full wage shall be provided, however, a maximum of DKK 100 per hour. It is a condition that a loss of income has been suffered.

The day off must be scheduled after prior discussion between the employees and the employer, taking into account the company's operations.

## **15. Pension**

### **9.1**

A labour market pension has been agreed with PensionDanmark.

The rate as of 1 July 2008 amounts to 9.3%, of which the employer shall pay 6.2% and the employee shall pay 3.1%.

The rate as of 1 August 2021 is 10.8%, of which the employer shall pay 7.2% and the employee shall pay 3.6%.

The rate as of 1 March 2022 is 12%, of which the employer shall pay 8% and the employee shall pay 4%.

The pension contribution must be calculated from the income subject to A-tax (tax at source).

### **9.2**

Employees who have reached the age of 20 and who have worked under this collective agreement for at least three months or who at the time of employment have been admitted to a similar labour market pension from a previous employment relationship shall be covered by PensionDanmark.

## **16. ATP (labour market supplementary pension)**

Consolidation Act No. 5 of 4 January 2001 on ATP as amended shall apply.

## **17. Senior scheme**

Employees may choose to be part of a senior scheme from before five years prior to the current state pension age.

In a senior scheme, all or part of the pension contribution, cf. Section 15, is converted to senior holidays. In addition to the pension contribution, the employee may choose to use the contribution for special savings, savings related to holidays not falling on a Sunday or another similar savings scheme to finance senior days off.

A maximum of such a large proportion of the pension contribution may be converted so that the insurance scheme, contributions to the health scheme and administration costs continue to be covered.

The converted pension contribution shall be deposited for employees paid by the hour into the employee's optional pay account. If the employee is salaried and wishes to be part of a senior scheme, a senior optional pay account shall be set up, unless otherwise agreed locally. The senior optional pay account shall be administered according to the same rules as the freedom account for the company's employees that are paid by the hour.

The employee and the company can agree that, from five years before the senior scheme can be implemented, the employee can save up the value of non-taken extra holidays and accumulate this. The value of this may be paid in connection with taking additional senior holidays.

According to this provision, a maximum of as many extra holidays as the amount saved up can be taken, cf. payment below.

When taking senior holidays, the special savings, the savings related to holidays not falling on a Sunday or another similar scheme shall be reduced by an amount corresponding to wage during illness.

Unless otherwise agreed, the employee must do the following by 1 August (1 April in 2020): Give the company written notice of whether the employee wishes to enter into a senior scheme with senior days off in the coming holiday period and, if so, the portion of the pension contribution the employee wishes to convert to wages. Furthermore, the employee must notify how many senior days off the employee wishes to take during the upcoming holiday period. This choice is binding for the employee and will continue for the following holiday periods. However, each year before 1 August (1 April in 2020), the employee may notify the company if he or she would like to request any changes for the upcoming holiday period.

In the first year of the senior scheme, the conversion shall take place from and including the pay period during which the employee has reached the age of five years from the applicable state pension age.

Senior holidays must be scheduled taking into account the company's operations and according to the same rules that apply to the scheduling of extra holidays.

For employees that are paid by the hour, the rules for senior holidays follow the rules for extra holidays.

When senior holidays are taken, the weekly or monthly wages of full-time employees are reduced and instead paid as an amount from the senior optional pay account. For full-time employees on a five-day work week with 37 hours, a senior day off corresponds to 7.4 hours per day. For others, a proportional calculation is made. At the end of the holiday period and at retirement, the balance on the senior optional pay account is calculated and the balance is paid out.

The establishment of a senior scheme does not change the rules for time off with pay/extra holidays in general.

This scheme can be incorporated into the text of the collective agreement, provided that the saved funds can be secured in the event of bankruptcy.

As an alternative to senior holidays, employees and the company may agree on a reduction in working hours in the form of e.g. longer periods of unemployment, a fixed reduction in weekly working hours or similar.

In the event that a fixed reduction in the weekly working hours is agreed, the converted pension contribution may be paid out on an ongoing basis as a supplement to the wages.

The conversion does not change the existing collective bargaining basis and is thus cost-neutral for the company.

## **18. Shop stewards and occupational health and safety representatives**

### **18.1. Election of shop steward**

#### **9.1**

For Return Department East (Returafdeling Øst), one shop steward can be elected.

#### **9.2**

Election of a shop steward takes place by written ballot by and among the employees who are employed in the department at the time when the election takes place. The election is only considered valid when more than half of the workers have voted for the person in question. Young workers have the right to vote but are not eligible to stand for election.

#### **3.3**

The shop steward must be elected among the recognised skilled workers covered by the collective agreement and who have worked in the Department for at least nine months in the last two years. Where such workers are not found in a number of at least five, this number shall be supplemented among the members who have worked the longest in the Department. In departments with five workers or less, no shop steward is elected unless both parties so wish.

### **3.4**

The union undertakes that workers who are elected as shop stewards and who have not undergone a shop steward course prior to the election, undergo such training as soon as possible after the election has taken place. The Danish Newspapers' and Media Employers' Association undertakes to help ensure that the newly elected shop steward is given the necessary time off with pay to participate in the course.

### **9.5**

The election is not valid until it has been approved by 3F København, and this has been notified to the Danish Newspapers' and Media Employers' Association, however, the shop steward protection occurs when the election has taken place, provided that the company receives written notification of the elected shop steward no later than the day after the election. If such written notice is received at a later time, the shop steward protection shall not take effect until the written notice is received.

### **9.6**

If the Danish Newspapers' and Media Employers' Association should consider a shop steward election to have been made in violation of the collective agreement, the Danish Newspapers' and Media Employers' Association shall be entitled to object to the election to the union.

If within three weeks from receiving a notification from the union about the election the Danish Newspapers' and Media Employers' Association exercises its aforementioned right to object, the case shall only be considered settled once the issue has been heard according to professional legal review.

Professional legal review of such issues must in all cases take place within the deadlines stipulated in the Rules for the review of professional disputes.

### **18.7**

A shop steward who enters into a training agreement with the company in accordance with the Vocational Education Act (adult apprentice or adult trainee) can continue to be a shop steward. However, it is a prerequisite that the shop steward works with his/her election basis during internships.

The provision shall enter into force on 1 May 2017

## **18.7.2 Stop steward activities**

### **9.1**

Both the shop steward and management or their representative have a duty to promote a calm and good cooperation both with their organisations and between the local parties in the workplace.

### **9.2**

Upon prior inquiry, a representative from the union/Department may visit the company.

### **3.3**

In case of appointments and dismissals, the shop steward must be kept informed of this in the best possible way and, moreover, he or she has the right to reprimand in accordance with the professional legal rules in the event of any unreasonableness in appointments and dismissals.

### **3.4**

When the shop steward has to leave his or her job to fulfil their obligations, this should be done with the least possible inconvenience to their productive efforts and upon agreement with management or their representative.

### **9.5**

The persons acting as shop stewards at any time in the departments also act as shop stewards for the young employees who work there.

### **9.6**

An agreement may be reached locally on full or partial remuneration of shop stewards or joint shop stewards, e.g. taking into account the number of workers, for which the shop steward and the joint shop steward is elected respectively. Any disagreements in this regard may be discussed between the parties to the collective agreement.

Where a shop steward/joint shop steward, with whom an agreement has been reached on full or partial remuneration, resigns, the agreement shall be transferred to the successor, unless a new agreement is made.

Local agreements can be terminated.

## **18.7**

At the request of the user company's shop steward or the union, the company must state which temporary employment agencies perform tasks for the company within the professional scope of the collective agreement. The information must include the company name and address that the temporary employment agency has provided to the company. At

the request of the shop steward or 3F København, the company must state the staff composition in the production. The request can be made no more than twice a year.

### **18.7.3 Meetings with management**

#### **9.1**

The organisations agree that workers and management work together to modernise the company and promote production.

#### **9.2**

If, at the request of management, within the normal working hours of the shop steward, he or she is occupied with matters concerning the company and the workers, this must not result in a loss of income for the shop steward.

#### **3.3**

The shop steward represents the workers who form the basis of the election and submits proposals, recommendations and complaints from the workers to the management.

In local negotiations, both the shop steward and management or their representative must be authorised to enter into binding agreements for the parties, subject to approval of the organisations.

#### **3.4**

If the shop steward's enquiry with management does not achieve a satisfactory arrangement, the shop steward is free to request that his or her organisation take care of the case, but the work must continue uninterrupted, awaiting the result of the organisations' processing of the case.

### **18.7.4 Dismissal of shop steward**

#### **9.1**

The dismissal of a shop steward must be justified by compelling reasons, and management has a duty to give him or her a notice of termination of five months.

However, if a shop steward has acted as such for a continuous period of at least five years, he or she is entitled to six months' notice.

#### **9.2**

If the dismissal is due to a lack of work, the duty to give notice in accordance with Subsection 1 of this Article lapses, however, in such cases, the shop steward shall be entitled to 56 days' notice of termination, unless he or she is entitled to longer notice in accordance with other collective agreement rules.

### **3.3**

If management finds that there are compelling reasons under Subsection 1 of this Article to terminate a shop steward who has been elected in accordance with the rules in Article 1, management must contact DMA, who can then raise the issue in accordance with the Main Agreement between DA and LO.

### **3.4**

When a shop steward has been elected in accordance with Article 1, his or her working conditions during the notice period may not be interrupted until the justification for the dismissal has been tested by professional legal review.

### **9.5**

The organisations agree that the professional legal review of the dismissal of shop stewards in the event of a shortage of work shall be accelerated as much as possible so that the professional legal review can be completed before the end of the notice period to the extent possible.

### **9.6**

A shop steward who is elected during a period with a larger number of workers ceases to be a shop steward if the number of workers has been five or less for a period of three months, and management states in writing that they do not want the shop steward position maintained.

### **18.7**

A worker who ceases to be a shop steward after having worked as such for at least one year and who continues to be employed by the company, is entitled to six weeks' notice of termination in addition to the notice pursuant to Article 3 within one year from their dismissal as a shop steward upon termination by the company.

This rule only applies to resigned shop stewards.

### **18.8**

An employee who ceases to be a shop steward after having worked as such for a continuous period of at least three years, and who continues to be employed by the company, is entitled to a discussion with the company about the employee's need for professional updating. The discussion must be held no later than within one month of the termination of the position as shop steward and at the employee's request. As part of the discussion, it must be clarified whether there is a need for a professional update and how this update should take place.

The employee shall receive pay during the professional update. It is a prerequisite that statutory wage loss compensation can be granted for the education. The wage loss compensation accrues to the company.

## **18.9**

The same eligibility and dismissal rules apply to occupational health and safety representatives as to shop stewards.

The occupational health and safety representative may, upon agreement with the employer, be given the necessary time off with pay to participate in the unions' relevant working environment courses.

Access to participation in the unions' working environment courses does not affect any rights or obligations in relation to the working environment training stipulated in the legislation.

Participation in the unions' voluntary working environment courses does not trigger payment according to Section 10, Subsection 1 of the Danish Working Environment Act.

The provision shall enter into force on 1 June 2020.

In addition, reference is also made to Act No. 681 of 23 December 1975, the Working Environment Act and associated executive orders.

## **19. Education fund/education**

### **5.a DA/LO Competence Development Fund**

Employers shall pay the amount determined between the main organisations, currently DKK 0.40 per hour worked to the DA/LO Competence Development Fund. Effective from the first pay period after 1 January 2018, the amount shall increase to DKK 0.45 per hour worked. Effective from the first pay period after 1 January 2022, the amount shall increase to DKK 0.47 per hour worked.

The amount shall be charged in accordance with the provisions of the main organisations.

### **5.b Education**

The employees can, with the necessary consideration for the circumstances of the company, obtain the necessary time off with pay to participate in continuing education of their choice.

However, after nine months of employment and scheduled under the necessary consideration of the circumstances of the company, the individual employee is entitled to at least one week off with pay per year for continuing or further education relevant to the company, in addition to what may already be accessed in accordance with the collective agreement; however, a maximum of two weeks off with pay.

### **c. Training and Collaboration Fund**

From 1 July 2008, the company will set aside DKK 0.20 per hour worked for the development of training, security and collaboration matters, including the shop steward institution, within the area of the collective agreement. The funds shall be collected by and paid to the Board of the LO/DA Competence Development Fund.

The parties to the collective agreement may, by agreement, choose to establish a separate training and collaboration scheme, join a common training and collaboration scheme or join a scheme established in another collective agreement area. The provisions of the scheme to be established or acceded shall subsequently replace this provision.

Effective from 1 March 2020, the contribution shall increase by DKK 0.05 per hour worked, so that the contribution as of 1 March 2020 amounts to DKK 0.50 per hour worked.

**Note:**

In practice, the parties to the collective agreement have taken note that the contributions shall be collected by Kompetencefonde.dk and administered according to the same guidelines and by the same Board as for the Information and Collaboration Fund for the Delivery Personnel Collective Agreement for the Copenhagen Metropolitan Area.

## **20. Substitutes**

### **5.a Transfer of seniority from temporary employment agency to user company.**

As long as a temporary employee is employed by a temporary employment agency, the temporary employee only earns seniority with the temporary employment agency and not with the user company.

However, if the temporary employment agency has worked for the user company for at least three months without interruption, the seniority shall be transferred from the temporary employment agency to the user company at the temporary employment agency's request in the following cases:

The temporary work at the user company ceases due to a lack of work at the user company, and within ten working days after termination, the temporary employee is permanently employed at the user company or

The temporary employee is employed with the user company as a direct extension of the temporary work. Only seniority from the most recent employment relationship in the user company is transferred.

The provision shall apply from 1 May 2017.

### **5.b Clarification of the use of temporary employment.**

In order to quickly clarify whether, in specific cases, an employee is a temporary employee, the shop steward may, on behalf of a requesting company, request information from the requesting company about outside companies that perform work for the requesting company, which could otherwise naturally be performed by the requesting company's employees.

The request must be made in connection with the work of one or more external companies for the requesting company.

If, after the local exchange of information and discussion, there is still disagreement as to whether the work is temporary, the union may request a clarifying meeting with the employers' organisation. Minutes of the local discussions must be submitted together with the request for a meeting.

The union may also request a clarifying meeting with the employers' organisation in cases where a local discussion of an outside company's work for the requesting company has not taken place because no shop steward has been elected at the requesting company.

A clarifying meeting must be held as soon as possible and no later than seven working days after receipt of the request at the requesting company, unless otherwise agreed between the parties.

At the meeting, the following must be stated at a minimum:

- Name and CVR (Central Business Register) Number (P-number) of the external company or
- RUT (Register of Foreign Service Providers) Number,
- The name of the requesting company's contact person at the external company,
- A description of the external company's tasks in the requesting company and the expected timeline for their solution,
- A description of the management and instructional powers towards the employees of the external company.

The information may be presented orally at the clarifying meeting. Minutes must be kept at the meeting.

The provision shall apply from 1 March 2017.

## **21. Work clothes**

Twice a year, the employee shall receive a requisition of DKK 800 for the purchase of work clothes.

## **22. Professional dispute**

As a rule for dealing with professional disputes, the latest Norm adopted between the main organisations shall apply. Furthermore, the Main Agreement between DA and LO shall apply.

## **23. Duration of the collective agreement**

The collective agreement shall be renewed for a three-year period for termination no sooner than with three months' notice to 1 March 2023.

### **Protocol on pilot project**

Subject to local agreement, the parties to the collective agreement agree that pilot projects may be carried out which deviate from the provisions of the collective agreement.

The pilot projects require the approval of the parties to the collective agreement.

### **Protocol on competence development**

All employees are given the right, with due consideration of the circumstances of the company, to participate in individual competence clarification (IKA). They are also entitled to clarify whether they have sufficient basic reading, writing or mathematics skills. It is a condition for being able to exercise this right that the Competence Development Fund, cf. below, bears the costs. The employee shall receive the usual pay. Any public funding as well as grants from the Competence Development Fund accrue to the company.

From 1 January 2009, employees with nine months' seniority with the company, with due consideration of the circumstances of the company, are entitled to two weeks off with pay (ten working days) per year for participation in self-selected continuing and further education. During this training, the company shall pay a wage loss compensation, which, with the addition of any public wage loss compensation, can amount to a maximum of 85 per cent of the usual wage according to the collective agreement if the Competence Development Fund bears the expenses associated with this. It is a prerequisite for receiving wage loss compensation that the education is relevant in relation to employment within the coverage area of the collective LO/DA agreements.

A competency development fund shall be established. The Fund's joint Board of Directors shall be made up of two representatives from DMA and 3F København, respectively. The

scheme shall be financed by the company paying DKK 260 per year into the Fund per full-time employee as of 1 January 2008 As of On 1 January 2009, the amount shall increase to DKK 520 per year. As of On 1 April 2012, the amount shall increase to DKK 780 per year.

### **Protocol on night work and health check**

The employer must offer employees free health checks before beginning employment as a night worker. Employers must offer employees who are classified as night workers regular health checks at least every two years.

### **Protocol on social dumping**

This agreement concerns the treatment of disputes regarding the wage and working conditions of foreign employees when performing work in Denmark. With regard to companies not covered by a collective agreement, this agreement contributes to creating better opportunities to avoid work stoppages with a view to reaching a collective agreement and with regard to the companies covered by the collective agreement, to ensure peace of mind and compliance with terms according to the collective agreement for the foreign labour.

The union shall immediately contact the employers' association covered by the collective agreement if they become aware of conditions that can be expected to lead to problems or disputes. Similarly, the employers' association shall immediately contact the union.

Such enquiries shall result in an immediate meeting between the parties covered by the collective agreement. Representatives of the parties involved, including from the unions, can attend.

All relevant background information shall be presented or provided as soon as possible.

Member companies that employ foreign labour must adapt this to the company's wage level, just as other terms of the collective agreement must be complied with. With regard to hired temporary employees, however, the provision shall only apply if, according to the collective agreement, obligations already apply in relation to the remuneration of hired temporary employees.

Where a foreign company is involved in a contract for a member company, and where the company in question is not covered by a collective agreement, the parties to the collective agreement shall also strive for a negotiated solution.

If a company not covered by a collective agreement working as a subcontractor for a company/member company covered by a collective agreement has been affected by a legally notified conflict in support of a claim for a collective agreement, and a legal conflict of interest has been notified against the company/member company covered by a collective agreement by an organisation under DA, the conflicting union may contact the company/member company's organisation with a request for a meeting to discuss the matter. At the meeting, matters such as the work tasks affected by the conflict of interest may be discussed. Similarly, the organisation of the company affected by a conflict of interest may contact the union. All relevant background information must be presented at the meeting or sent to the opposing organisation as soon as possible.

In such situations, the parties agree that the company can be admitted to the employers' association or to another member organisation belonging to DA, even if a conflict has been announced or notified. If the conflict is established, Article 2, Subsection 6 of the Main Agreement shall apply.

The union shall be obliged to issue a conflict notice with at least 14 calendar days.

A copy must be sent to the employers' association.

If the foreign company is admitted during the negotiations or subsequently as a member of the employers' association, the wage level must be adjusted, possibly with the participation of the organisations.

### **Protocol on electronic documents**

An option shall be introduced for the companies to effectively submit pay slips and any other documents that must be exchanged during or after the current employment relationship, by the electronic mail solutions that may be available, e.g. eBox or email.

If the companies wish to use this option, the employees must be notified three months in advance, unless otherwise agreed. After the notice has expired, employees who do not have an opportunity to use the electronic solution may obtain the relevant documents by contacting the company. If the employee is exempt from receiving digital mail from public authorities, the electronic solution will not be used.

### **Protocol on subcontractors**

At the request of their shop steward or union, the company must disclose which subcontractors perform tasks for the company within the professional scope of the collective agreement. The information must include the company name and address that the

subcontractor has provided to the company, as well as the CVR number (P-number) or RUT number and the name of the company's contact person at the external company. None of the subcontractor information provided may be disclosed or made the subject of any publication.

### **Protocol on agreed-upon training**

In areas where a competence development fund or other similar competence scheme has been established, the company may, by local agreement, apply for funding from the Competence Development Fund or other similar competence schemes for agreed-upon training. On this basis, an employee can agree with the company on a training plan.

The employee shall be paid a wage in accordance with current regulations for the Competence Development Fund or other similar competence schemes. Any public funding as well as grants from the Competence Development Fund accrue to the company.

Funding for agreed-upon training shall replace funding for self-selected training in the calendar years during which the training plan runs.

Each year the Board of Directors of the Competence Development Fund or other similar competence schemes determines a framework for funding that can be provided for agreed-upon training. Funding can be provided for selected educational activities within preparatory activities, vocational education level and academy and diploma programs.

The provision shall enter into force on 1 September 2017

### **Protocol on the transition period to a new holiday year**

Effective from 1 May 2020, the following shall apply:

On 1 May 2020, 6.67 extra holidays shall be established for the period 1 May 2020 to 31 December 2021.

The extra holidays shall be converted to the weekly working hours, calculated proportionally and settled as normal working hours within the holiday period of 1 May 2020 to 31 December 2021. Ordinary wages are paid during extra holidays.

Upon resignation, wages according to the collective agreement shall be paid for non-taken extra holidays. If the employee has taken more extra holidays than the period of employment justifies, the employer may set these off against the employee's wage claim.

If based on an agreement between the company and the employee, extra holidays are not taken, the earned wage for the extra holidays must be paid. The same applies in the event of illness, injury or maternity leave.

The extra holidays must be taken according to the same rules as remaining holidays, cf. the provisions of the Holidays Act. However, extra holidays cannot be taken during a notice period when notice is given by the company.

Regardless of job change, only 6.67 extra holidays may be taken from the allocation on 1 May 2020 during the period of 1 May 2020 to 31 December 2021.

This Protocol will be deleted in connection with the collective bargaining in 2023.

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The Danish Newspapers' and Media Employers' Association

3F København