Collective agreement for delivery persons entered between 3F (the United Federation of Danish Workers) and Danish Chamber of Commerce, Employer on behalf of Danske Mediers Arbejdsgiverforening (Danish Media's Employers' Association)

2023-2025

3F code number 3034

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Clause 1. The scope of the collective agreement

This collective agreement comprises delivery persons over 18 years of age who are engaged in delivery work across the entire country with the exception of postal codes under 3000 as well as 3460, 3500 and 3520.

Clause 2. Working hours

The average effective weekly working hours shall constitute a maximum of 37 hours.

Clause 3. Wages

(1) Calculation systems
The delivery persons shall be remunerated pursuant to the calculation systems applicable to the individual enterprise.

(2) Minimum pay rate
The delivery persons shall be ensured an average minimum hourly pay rate of DKK 115.75 on all days (DKK 120.25 as of 1 May 2023 and DKK 124.75 as of 1 January 2024).

Relative to work being scheduled by the employer to begin during the period between 11:00 p.m. and 06:00 a.m., the delivery person shall be ensured an average hourly nuisance compensation of DKK 23.94 (as of 1 May 2023, DKK 25.02 and, as of 1 January 2024, DKK 25.89). Subscriber delivery of morning papers which continues beyond 06.00 a.m. shall, however, entail such additional compensation to be paid up until the closing of the night distribution. Based on minute calculation, piece calculation or any other means of calculation, remuneration will be calculated over the period of a fortnight.

It has been agreed that significant changes as to existing time consumption/wages can be made at a fortnight's notice.

It is a precondition that the enterprises contribute with a supplement, determined as set out in the above, to the minimum pay of delivery persons whose qualifications entitle them thereto.

Bargaining for wage changes can, at the most, take place once every collective-bargaining year.

For every increase of the average minimum wage, there will be a set off against

such personal compensation as the individual delivery person may receive in addition to the minimum wage rates hitherto in force. Thus, there will be no adjustment of the individual delivery person's wages, should they be beyond the minimum wage rate which shall, at all times, apply to the individual delivery person.

(3) Knowledge about the calculation of wages
Upon his or her employment, the individual delivery person shall, in writing, be informed of the way in which the individual route has been calculated. The same shall apply if, at a later date – e.g. in connection with new routes, the delivery person makes a request in this respect. Unless otherwise stipulated, e.g. in the employment contract, the calculation is based on the distribution being carried out via bicycle.

(4) Contention
In the event of an employee being of the opinion that the collective wages are not in compliance with the minimum payment set out in subclause (2), the employee shall be entitled to take up the matter with the employer.

The employee can use a union representative as an observer or, in the event of a union representative being unavailable, the local 3F branch can provide an observer.

Should the employee not find that his/her uncertainty has been clarified, the employee shall fill in a "Request for information concerning time consumption for districts" (printed in the collective agreement) and submit this to the enterprise. The employee can use a union representative as an observer or, in the event of a union representative being unavailable, the local 3F branch can provide an observer. Subsequently, the enterprise must, within the period of a month, substantiate that the collective agreement's provision on minimum wages has been complied with in respect of the employee.

If, after this, the employee continues to be in disagreement as to the compliance with the collective agreement's provision on minimum wages, the local 3F branch can become involved in the matter. For instance, the local 3F branch can attend a trial distribution in respect of the relevant districts.

Should the local branch find the disputed matter to be undetermined, then any potential further consideration of the matter shall be dealt with at a mediation meeting in pursuance of clause 15, Provisions for dealing with labour disputes.

(5) Special saving
As of 1 March 2022, employees comprised by the collective agreement shall set

aside 7% of their wages, qualifying for holidays with pay, as special saving. As of 1 March 2024, this saving constitutes 9% of the wages that qualify for holidays with pay.

This amount comprises holiday allowance, holiday supplement together with saved special holidays, if any.

At the end of the month of June, at year end, and in connection with resignation, the balance will be settled, and the amount become payable. In the alternative, the enterprise and the individual employee may agree that the collective contri- bution to the particular saving scheme can become payable on an ongoing basis and thus paid together with the payment of wages.

Employees comprised by the collective agreement may request the employer's ongoing payment of an additional employee contribution to the pension scheme. Such requests, comprising the request for terminating/changing an additional employee contribution, may only be made once annually with effect as of 1 December.

Any administrative costs in connection therewith shall be of no concern to the employee. The additional contribution shall solely be applied for the purpose of increasing the saving.

Clause 4. Payment of wages

The payment of wages shall take place every fortnight or once a month.
In respect of monthly payment of wages, such payments shall take place no later than on the last working day of the month.

Clause 5. Notice of termination

(1) The following terms of notice shall apply to delivery persons who, with no other interruption than those mentioned under subclause (3), have been in employment pursuant to this present collective agreement on the provision that the employee directs his/her new employer's attention thereto in writing in connection with his/her employment:

Seniority	**Employee**	**Employer**
After 9 months	1 week	2 weeks
After 3 years	1 week	3 weeks
After 6 years	1 week	4 weeks

(2) If a delivery person leaves his job without observing the terms of notice in force, he or she shall pay damages in an amount equal to 1 entire week's wages.

(3) The notice of termination shall lapse:

In connection with unemployment as a result of other workers' work stoppage.

In the event of interrupted machinery, lack of materials and other force majeure causing the cessation of operations – in whole or in part.

(4) Employees, who are dismissed at a term of notice pursuant to subclause 1 owing to restructuring, restrictions, enterprise closure or other circumstances depending on conditions relative to the enterprise, shall be entitled to up to two hours of paid time off for the purpose of seeking assistance from the unemployment insurance fund/the trade union – this shall be at the soonest possible after dismissal, taking due consideration of the enterprise's production conditions.

Clause 6. Sickness etc.

(1) In case of sickness and accidents, the rules set out in the Act on Sickness Benefits (sygedagpengeloven) – Act No. 563 of 9 June 2006 with later amendments – shall apply.

The employer shall pay wages to an employee during his/her sickness if the said employee has been continuously occupied at the enterprise in question for a period of at least 6 months. The employee shall meet the conditions for receiving sickness benefits from the employer pursuant to the rules set forth in the Danish Act on Sickness Benefits.

The employer shall pay sickness benefits to the employee for a period of up until 63 days counting from the first whole day of absence. Concerning the recurrence of the same sickness within 14 calendar days from and including the first workday after the expiry of the previous period of absence, the employer's payment period shall be calculated from the first day of absence of the first period of absence.

Sickness benefits comprise the sickness-benefit amount supplemented to equal the maximum amount of DKK 127.45 (as of 1 May 2023 a maximum of DKK 131.95, and as of 1 January 2024 a maximum of DKK 136.45) for a maximum period of 37 hours a week.

In the event of an agreement having been entered pursuant to s.56 of the Act on

Sickness Benefits, the employer shall solely pay sickness benefits according to the rules set out thereon in the Act on Sickness Benefits unless the absence is owing to another illness than the one on which the s.56 agreement is based.

The eligibility for payment shall lapse in the event of the municipality's termination of the payment of sickness benefit refunds concerning the employee and in the event that such termination is owing to the employee's failure to comply with such duties as are a consequence of the Act on Sickness Benefits.

In instances in which the enterprise has already paid the employee sick pay/sickness benefits, the enterprise shall solely be entitled to set off an amount equal to the lost sickness-benefit refund against the employee's wages for the period preceding the termination.

(2) Delivery persons, whose child/children under the age of 14, who live at home, should fall ill in the course of the workday and, hence, the delivery person must leave work, shall be eligible for time off in respect of that day's remaining working hours.

Employees with less than 9 months' seniority shall be remunerated in connection with child's first day of sickness with an amount equal to the employee's sickness benefits. Employees with 9 months' seniority shall be remunerated in connection with child's first day of sickness with an amount equal to sick pay.

In the event of the child's continued sickness after the first day of sickness, the employee shall be entitled to one further day off. This day off shall be without pay.

The above-mentioned freedom shall solely comprise one of the child's parents.

Employees with at least 9 months' seniority shall be entitled to take child's first day of sickness in connection with accompanying the child for visits to the doctor.

Employees wishing to take a day off in connection with a visit to the doctor must notify the enterprise thereof at the soonest possible.

Freedom for doctor's visits shall be without pay.

Clause 7. Parental leave and adoption

(1) During absence owing to parental leave, the employer shall remunerate employees, who at the expected time of delivery, have 9 months' seniority at the enterprise, by an amount equal to full pay during absence owing to childbirth from a period of 4 weeks prior to the expected time of delivery (pregnancy leave) and parental leave until 10 weeks after delivery, albeit at a maximum hourly pay of DKK 127.50. Taking effect as of the week in which 1 May 2023 falls, the maximum hourly pay shall be DKK 132.00. Taking effect as of the week in which 1 January 2024 falls, the maximum hourly pay shall be DKK 136.50. This amount comprises the maximum benefit rate stipulated by law.

Adopters shall receive full wages during parental leave for up to 10 weeks after the reception of the child, albeit at a maximum hourly pay of DKK 127.50. Taking effect as of the week in which 1 May 2023 falls, the maximum hourly pay shall be DKK 132.00. Taking effect as of the week in which 1 January 2024 falls, the maximum hourly pay shall be DKK 136.50.

(2) Pursuant to the same provisions as those set out under subclause (1), wages during leave shall be payable to the other parent for 2 weeks, albeit at a maximum hourly pay of DKK 127.50. Taking effect from the week in which 1 May 2023 falls, the maximum hourly pay shall be DKK 132.00. Taking effect as of the week in which 1 January 2024 falls, the maximum hourly pay shall be DKK 136.50. This amount comprises the maximum benefit rate stipulated by law.

(3) ***For parents of children born or received prior to 1 July 2023***
Pursuant to the same conditions as those set out under subclause (1), the employer shall pay wages during leave for up to 20 weeks. Of these 20 weeks, the parent having taken leave in pursuance of subclause (1), paragraph 1 shall be entitled to 9 weeks' leave, whereas the other parent shall be entitled to 8 weeks' leave. If the leave earmarked for the individual parent is not taken, payment shall lapse. Payment for the remaining 3 weeks' leave shall be assigned to either of the two parents.

The payment during these 20 weeks shall be equal to the wages that the individual would have received during the period. It shall be a precondition for this payment that the employer is entitled to a refund that corresponds to the maximum benefit rate. Should the refund be less than this, payment to the employee shall be adjusted accordingly.

The 20 weeks' leave shall be taken within 52 weeks after delivery.

The parents shall be entitled to take leave with benefits at the same time. Unless otherwise agreed, each of the parent's leave can, at a maximum, be split up into two periods.

In consideration of the payroll administration and unless otherwise agreed, the employee shall, , give notice of his/her desire to take paid leave 3 weeks in advance thereof. There shall be no change of the notification provisions set out in s.15 of the Danish Maternity Act (barselsloven).

Note: *Wages are calculated as the average number of hours per performed workday for the preceding 8 weeks.*

(3)(a)

For parents of children born or received on 1 July 2023 or later

Pursuant to the same provisions as those set out under subclause (1), the employer shall provide payment during leave for up to 24 weeks. Of these 24 weeks, the parent having taken leave pursuant to the first paragraph of subclause (1) shall be entitled to 9 weeks' leave whereas the other parent shall be entitled to 10 weeks' leave. If the leave earmarked for the individual parent is not taken, payment shall lapse. Payment for the remaining 5 weeks' leave shall be assigned to either of the two parents or divided between them.

The payment during these 24 weeks shall be equal to the wages that the individual would have received during the period. It shall be a precondition for this payment that the employer is entitled to a refund that corresponds to the maximum benefit rate. Should the refund be less than this, payment to the employee shall be adjusted accordingly.

The 24weeks' leave shall be taken within 52 weeks after delivery.

The parents shall be entitled to take leave with benefits together. Unless otherwise agreed, each of the parent's leave can, at a maximum, be split up into two periods

In consideration of the payroll administration and unless otherwise agreed, the employee shall give notice of his/her desire to take paid leave 3 weeks in advance thereof. There shall be no change of the notification provisions set out in s.15 of the Maternity Act.

If the time limits for notification of leave are not complied with, and unless otherwise agreed, the desired leave can at the earliest begin at the expiry of the specified time limits, counting from the statement of the notification.

***Note**: Wages are calculated as the average number of hours per performed workday for the preceding 8 weeks.*

(4) During leave in pursuance of the first paragraph of clause (1), the employee shall pay additional contributions to the pension scheme, cf. clause (10)(5).

Clause 8. Holiday and holiday allowance

Holiday and holiday allowance shall be granted in pursuance of the Danish holiday legislation in force at all times. The holiday allowance constitutes 12.5%, and 2.08 holidays shall accrue to the employee for each month's employment.

The employees are comprised by DEA in respect of DMA's holiday warranty scheme.

Clause 9. Special holidays

The following shall apply to special holidays:

All permanently employed having been employed at the enterprise for an uninterrupted period of 9 months shall be eligible.

Special holidays shall be converted into the average weekly working hours, calculated proportionally, performed as hours within the holiday period, and be payable at a maximum of 37 weekly working hours.

Special holidays shall be remunerated at a level similar to sickness benefits.

The special holidays shall be placed according to the same rules as remaining holidays, cf. the provisions set out in the Danish Holidays Act (ferieloven).

Should the special holidays not be taken within the period of the expiry of the holiday period, the employee may, within a period of 3 weeks, make demands of compensation per unused extra holiday, equal to the benefits received in connection with sickness, whereupon such compensation shall become payable in connection with the following payment of wages.

Regardless of job change, if any, the employee shall only be eligible for five special holidays per holiday period.

Clause 10. Pension

(1) The employees are comprised by a labour-market pension scheme, administered by PensionDanmark.

(2) The contribution equals a total of 11.1% of the taxable income (A-skat (tax deducted from income at source)). The employee shall contribute with 1/3 and the employer with 2/3 to the pension scheme. As of 1 June 2023, the contribution totals 11.1% of the taxable income. The employee shall contribute with 1.7% and the employer with 9.4%. The employee contribution shall be withheld in connection with the payment of wages and assigned to PensionDanmark by the employer.

(3) The pension scheme comprises employees who according to their employment contract are employed for more than 8 hours' weekly work on the provision that they are over 25 years of age and have 9 month's seniority with the enterprise.

In the event that, pursuant to his/her employment contract, an employee has no regular working hours, the employee shall be comprised by the pension scheme as of the point in time at which he/she has met age as well as seniority criteria and been employed for a weekly average of 8 hours over a 3-month period.

The extent of employment is calculated by dividing the wages by the relevant minimum rates, such as they have been set out in clause 3.

(4) The pension scheme further comprises such employees who, at their employment, can demonstrate that they are already comprised by a labour-market pension scheme, regardless of whether the criteria set out in subclause (3) have been met or not.

(5) ***The following shall apply in respect of children born or received prior to 1 July 2023:***
During the 14 weeks of parental leave, an additional pension contribution shall become payable to employees with 9 months' seniority at the time of expected delivery.

This additional contribution shall constitute:

employer contribution per hour	DKK 8.50
employee contribution per hour	DKK 4.25
collective contribution per hour	DKK 12.75

The following shall apply in respect of children born or received on 1 July 2023 or later:
During the 10 weeks of parental leave after delivery, an additional pension contribution shall become payable to employees with 9 months' seniority at the time of expected delivery, cf. the first paragraph of clause (7)(1).

This additional contribution shall constitute:

employer contribution per hour	DKK 18.45
employee contribution per hour	DKK 3.69
collective contribution per hour	DKK 22.14.

(6) The individual employer and employee may agree that, rather than making continuous pension contributions, the employer can pay out a separate sum equal to the employer's part of the pension contribution.

The entitlement to make an agreement in respect of departing from the provisions set out in the collective agreement, cf. the above, shall solely comprise employees entitled to the payment of continuous retirement pension.

(7) When one labour-market pension scheme or enterprise pension scheme is transferred into another pension scheme in connection with job change, such transfer can solely be made into another compulsory pension scheme, e.g. schemes based on collective agreements or enterprise-based pension schemes that have not been individually established by the individual person and where, in general, the pension scheme cannot be bought back and, hence, the funds remain in the pension scheme. Transfer may, however, be made into a private scheme in the event that the member has become self-employed and has not, within the last 12 months preceding the transfer, been a wage-earner – with an income over DKK 60,000 – who is liable to pay labour-market contribution.

Clause 11. Senior scheme

The employee can enter into a senior scheme 5 years prior to the state pension age in force at all times and applicable to the employee.

The employee shall be entitled to take 20 annual senior days off. Such senior days off shall be taken without pay.

Unless otherwise agreed, the placing of the senior days off shall be according to the same provisions as apply to the placing of the special holidays, cf. clause 9.

In addition to the entitlement to take 20 annual senior days off, the employee and enterprise may enter into an agreement pertaining to a reduction in working hours by way of a permanent reduction in weekly working hours.

Unless otherwise agreed, the employee must, no later than 1 August, notify the enterprise in writing as to whether the employee should desire to enter into a senior

scheme with senior days off for the coming holiday period. Further, the employee shall notify the enterprise as to the number of senior holidays he or she would like to take during the coming holiday period. This choice is binding for the employee and shall continue to apply for future holiday-taking periods. Each year before 1 August, the employee may, however, inform the enterprise about desired changes for the coming period of holiday-taking.

Clause 12. Childcare days

Employees with at least 9 months' seniority shall be entitled to 2 childcare days per holiday period. The employee may, as a maximum, take 2 childcare days per holiday period, regardless of how many children the employee may have. This provision applies to children under 14 years of age who live at home.

Such days shall be placed pursuant to agreement between the enterprise and the employee with due consideration of the interest of the enterprise.

Childcare days shall be without pay.

Clause 13. Employment contract

(1) The employment relation must be confirmed via an employment contract, cf. Act No. 385 of 11 May 1994 with later amendments. Taking effect for employees employed as of 1 July 2014, the employment contract will be accompanied by a collective agreement – or the employment contract shall refer to DEA's website, www.danskerhverv.dk, on which the collective agreement is available in Danish, English and Romanian. Also, this present provision shall be comprised by the nachfrist set out in (2).

(2) If an employer fails to comply with the provisions in pursuance of the Danish Act on Employment Contracts (lov om ansættelsesbeviser) and such a matter has not been remedied within 15 working days from the date on which DEA on behalf of DMA has received the union's substantiated written complaint, the employer may be instructed to pay compensation.

(3) Potential disputes concerning this provision shall be finally resolved by industrial arbitration pursuant to the provisions set out in clause 15.

(4) In the event of the complaint owing to an interpretation dispute, the employer cannot be instructed to pay compensation, regardless of whether the employer might lose a potential industrial arbitration.

Clause 14. Union and working environment representatives

(1) Where union representatives are elected
At any enterprise, the workers under the collective agreement shall elect one worker of their own number as union representative to perform the duty of liaising with the management or the management representative.

At enterprises with four workers or less, however, there shall be no union representative unless this is requested by both parties. At enterprises with 60 employees and more, one further union representative may be elected. If more than one union representative is elected, they will be elected from among the employees.

(2) Who will be eligible as union representative
The union representative must be elected from among the recognised competent employees who have been employed at the enterprise in question for a period of at least one year. Where a number of at least five such employees cannot be found, this number shall be supplemented from among the workers having been employed for the longest period.

(3) Electing a union representative
The election of a union representative shall take place during working hours. The framework for this shall be agreed upon locally. The election of a union representative shall take place in such a way that all workers, who are employed at the enterprise under the collective agreement at the point in time when the election takes place, shall be ensured an opportunity for participating in the election process – which shall only be valid when more than one third of the employed workers have voted for this person. Temporary workers do not have voting rights.

Besides, the election shall not be declared valid until approved by the governing body of the United Federation of Danish Workers and DEA has been notified on behalf of DMA.

On behalf of DMA, DEA shall, however, be entitled to lodge a protest against such an election to the union's governing body.

The United Federation of Danish Workers shall promise that, at the soonest possible after the election, workers who are elected as union representatives, and who have not attended a course for union representatives prior to their election, shall attend such a course. On behalf of DMA, DEA shall undertake to contribute to giving the newly elected union representative the necessary freedom in this respect.

(4) Deputy for a union representative
Pursuant to agreement with the employer, a union representative deputy can be appointed, if the union representative is absent owing to sickness, holiday, course participation, or the similar.

During the period in which such an appointed deputy is in charge, he/she shall enjoy the same protection as the elected union representative, provided that, pursuant to subclause (2), the conditions for being elected as a union representative are present.

(5) Collaboration
It shall be the duty of both the union representative and the employer and his/her representative to do their utmost to maintain and further good collaboration relations at the workplace.

(6) Complaints and requests
Should one or more of the union representative's colleagues desire so, the union representative can submit their complaints or requests to the management, albeit only in case that the matter cannot be satisfactorily resolved by the management's representative at the workplace.

Should the union representative not consider the management's decision to be satisfactory, he/she shall be at liberty to request the matter to be dealt with by his/her organisation. It shall, however, be the duty of both the union representative and his/her colleagues to continue their work without disturbance until the union may have made another decision.

(7) Function during working hours
The performance of the union representative's duties shall be carried out in a manner so as to constitute the least possible inconvenience of the union representative's productive work.

Should it be necessary for the union representative to carry out his commitments as union representative at the enterprise during working hours, he or she shall make an agreement to this effect with the employer or his/her representative in advance.

The union representative shall have the right to meet with newly appointed employees during working hours. The objective of such meetings is to inform about the union representative's collaboration with the enterprise and about the opportunity to become a member of the federation. Thus, a meeting can for instance, be established in connection with a possible introduction day for new employees at

the workplace, when an enterprise has appointed a certain number of new employees, or at a regular frequency.

(8) Remuneration
If an agreement has been made in pursuance of subclause (7)(2) or if, at the initiative of the management, the union representative is occupied during working hours with matters pertaining to the enterprise and the workers, the union representative shall be remunerated for the time spent on such matters with his/her average wages for the last calendar quarter.

However, the wages cannot be less than the average earnings in the department in which he or she is occupied as a worker. At meetings outside working hours, he/she shall be remunerated with an amount equal to the union representative's participation in coordinating committee meetings.

(9) Professional updating of terminated union representatives
An employee who discontinues his appointment as a union representative after having worked as such for a consecutive period of at least 3 years, but who continues to be employed at the enterprise, shall be entitled to a review with the enterprise in respect of his/her requirements concerning professional updating. Such a review shall be held no later than within a month of his/her termination as a union representative and at the request of the employee. As an element of the review it shall be clarified whether there is a requirement for professional updating as well as the way in which such updating shall take place.

In the event that an agreement cannot be reached, the employee shall be entitled to 3 weeks' professional updating. After 6 consecutive years as a union representative, the employee shall be entitled to 6 weeks' professional updating.

In pursuance of clause 3, the employee shall receive wages during the professional updating equal to the time-wise placing of the course. It shall be a precondition that the employee receives a statutory remuneration of lost wages. The remuneration of lost wages shall become payable to the enterprise.

(10) Dismissal of union representatives
The dismissal of a union representative must be founded on compelling grounds, and the management shall be under an obligation to grant the union representative a total of 5 months' notice.
If a union representative has functioned as such for a consecutive period of at least 5 years, he or she shall be entitled to 6 months' notice of termination.

If the termination is founded on shortage of work, the duty of notification shall

lapse pursuant to the first paragraph of this provision.

(11) Procedures in connection with termination
Should an employer find compelling reasons in pursuance of subclause (10)(1) for giving notice of termination to a union representative who has been elected according to the provisions set out in subclause (1)(3), he/she shall approach DEA on behalf of DMA, who can then take up the matter in pursuance of the provisions for dealing with labour disputes.

In this case, the mediation meeting must be held no later than 7 calendar days after the presentation of the mediation request, and the industrial proceedings shall moreover be expedited to the greatest extent possible.

When a union representative has been elected in pursuance of subclauses 2 and 3 of this present clause, his/her working conditions during the term of notice cannot be interrupted until his/her organisation has had an opportunity to try the legitimacy of the termination before an industrial court.

Should the industrial proceedings establish the presence of compelling grounds for the dismissal of the union representative, the term of notice shall be considered to be given at the time of the emergence of the mediation request.

(12) Health and safety representatives and board members elected by employees
The provisions concerning election, remuneration and dismissal applicable to union representatives shall also apply in respect of health and safety representatives. In addition, referral is made to Act No. 681 of 23 December 1975, act on health and safety with appertaining statutory instruments.

Pursuant to agreement with the employer, the health and safety representative shall be provided with the necessary freedom for participation in the unions' relevant health and safety courses.
The access to participation in the unions' health and safety courses shall affect neither the right nor the duty relative to the health and safety training stipulated by law.

Participation in the unions' voluntary health and safety training shall not release payment pursuant to clause 10(1) of the Health and Safety Act.

The health and safety representative shall have the same access to IT facilities as the union representative.

Clause 15. Provisions for dealing with labour disputes

(1) In pursuance of the provisions set out below, the undersigned organisations agree that any dispute of a professional nature should be sought solved by mediation, possibly by arbitration.

At all events, mediation must be made, should one of the parties request it.

(2) Both organisations shall be represented at the mediation meeting.

(3) A mediation meeting shall be held at the soonest possible and no later than 21 calendar days after the opposing organisation has received a request for mediation.

If the case is of an urgent nature, this must be stipulated in the request and, hence, the mediation meeting must be held no later than on the 7th calendar day after receipt of the request.

Subject to agreement between the organisations, it is possible to depart from the mentioned time-limits.

In so far as possible, mediation should take place on the location where the dispute arose. Minutes shall be taken in respect of the negotiation result, which is signed with binding effect for the parties and organisations affected by the case.

(4) If the disagreement cannot be solved by mediation, the organisation representatives may request that the matter be referred to further proceedings between the organisations.

The negotiations between the organisations must take their beginning within the same time-limits as set out under subclause (3).

(5) If it is not possible to reach an agreement this way, in so far as it is a matter of construing an agreement existing between the organisations, the matter shall be brought before an arbitration tribunal for settlement, should one of the organisations require this.

The organisation requiring further proceedings shall, within 14 calendar days, notify the opposing organisation thereof in writing.

Should one of the parties be opposed to the case being settled by arbitration, pleading that the dispute at hand is not a matter of understanding a collective agreement existing between the parties, each party shall be entitled to appeal the matter of the denial's legitimacy through their main organisation (DA and LO, respectively)

before the Danish Labour Court.

(6) If the parties agree to bring a case before the Labour Court, the Labour Court shall consist of five members of which two are appointed by the United Federation of Danish Workers and two by DEA on behalf of DMA, plus an arbitrator who is appointed by the Labour Court. The parties may, in agreement, propose an arbitrator to the Labour Court.

(7) The Labour Court shall convene at the soonest possible.

A statement of complaint shall be forwarded to the opposing party comprising a proposal for an arbitrator. The complaint shall be attached such minutes and appendices as are requested to be cited.

A letter of reply with appertaining appendices shall be forwarded to the complaining organisation as well as the arbitrator no later than 21calendar days after receipt of the statement of complaint.

A replication with appertaining appendices shall be forwarded to the organisation against which a complaint has been filed, as well as to the arbitrator no later than 21calendar days prior to the judicial hearing. A rejoinder with appertaining appendices shall be forwarded to the complaining organisation as well as the arbitrator no later than 10 calendar days prior to the judicial hearing.

The stated time limits may be departed from pursuant to agreement between the organisations.

The chief arbitrator shall act as presiding judge as well chief negotiator and participant in the arbitration. Subsequent to the termination of the arbitration, the matter shall be decided by ordinary majority among the arbitrators. In the event that no majority can be reached, the chief arbitrator shall settle the dispute.

The decision arrived at shall be reasoned.

The decision of the chief arbitrator shall be made at the soonest.

(8) Besides, the latest norm for settling labour disputes adopted by the central organisations shall apply.

Clause 16. General Agreement

The parties shall comply with the provisions of the General Agreement of 1973 with later amendments such as agreed between the Danish Employers' Confederation (DA, Dansk Arbejdsgiverforening) and the Danish Confederation of Trade Unions (LO, Landsorganisationen i Danmark).

Clause 17. Collaboration Agreement

Collaboration provisions shall be in compliance with the Collaboration Agreement entered between the Danish Confederation of Trade Unions and the Danish Employers' Confederation.

Clause 18. DA/LO Development fund

The specified amount for contribution to the DA/LO Development Fund is DKK 0.47 for each performed working hour. This amount shall be collected in accordance with the provisions of the central organisations.

Clause 19. Acceptance of the collective agreement

(1) Newly registered enterprises with other collective agreements, accession agreements or local agreements shall be comprised by this present collective agreement as of the date of registration, albeit cf. subclause (2).

(2) Enterprises operating a distribution activity within postal codes under 3000 as well as 3460, 3500 and 3520, that are or will become a member of DEA on behalf of DMA, may accede this collective agreement by agreement between the undersigning organisations.

Clause 20. Experimental scheme

Given local agreement, the parties to the collective agreement shall agree on the possibility of implementing an experimental scheme that deviates from the collective agreement’s provisions.

Such experimental schemes shall precondition the approval of the parties to the collective agreement.

Clause 21. Recently admitted members

Recently admitted members who, prior to their registration with DEA on behalf of DMA, have established an enterprise pension scheme on the date of registration may request that such an enterprise pension scheme applying to members appointed on the date of registration shall replace payment to PensionDanmark pursuant to clause 10 of the collective agreement. The parties to the collective agreement shall be notified thereof.

Newly admitted members shall be comprised by the general provisions set out in the collective agreement.

At all times, the contributions to the enterprise pension scheme shall at least equal the contributions to PensionDanmark such as it is specified in the collective agreement.

Within a period of 12 months, the contribution make-up of the enterprise pension scheme shall be adapted to the requirements set out in the collective agreement.

The continuation of the enterprise pension scheme shall presuppose that it has existed for three years prior to DEA's notification thereof on behalf of DMA.

Pension contribution
Newly admitted members of DEA on behalf of DMA who prior to registration have no established pension scheme for employees comprised by the collective agreement's coverage area – or having had a pension scheme with lower pension contributions pertaining to these employees – may require that the contribution to PensionDanmark be established as follows:

No later than 3 months after registration with DEA on behalf of DMA, an amount equal to 25% of the pension contribution applicable at the relevant point in time shall become payable.

No later than 1 year after registration with DEA on behalf of DMA, the pension contribution shall be increased to 50% of the pension contribution applicable at the relevant point in time.

No later than 2 years after registration with DEA on behalf of DMA, the pension contribution shall be increased to 75% of the pension contribution applicable at the relevant point in time.

3 years after registration with DEA on behalf of DMA, the pension contribution

shall be increased to the pension contribution currently in force such as agreed in the collective agreement.

Provided that the pension contributions specified in the collective agreement be increased within the applicable period, the contributions of the enterprise shall be proportionally increased in such a way that the proportion of the pension contributions specified in the collective agreement shall, at all times, be paid into the pension scheme, such as stated above.

Contribution to a special savings account
Newly registered members of DEA on behalf of DMA may require that the contribution to special savings, cf. clause 3(5) be stipulated as follows:

No later than 3 months after registration with DEA on behalf of DMA, an amount equal to 25% of the pension contribution specified in clause 3(5) shall become payable.

No later than 1 year later, the payment shall equal at least 50% of the contribution specified in the collective agreement.

No later than 2 years later, the payment shall equal at least 75% of the contribution specified in the collective agreement.

No later than 3 years later, the contribution shall equal full contribution such as specified in the collective agreement.

In the event that the contributions specified in the collective agreement be increased within the period, the contribution of the enterprise shall be increased proportionally in order that the proportion of the contribution specified in the collective agreement will at all times be paid into the employee's special savings account such as stated above.

Contributions to Training and Liaison funds
Newly registered members of DEA on behalf of DMA may require that the contribution to Training and Liaison funds, albeit with the exception of the DA/LO Development Funds, be established as follows:

No later that at the point in time when DEA on behalf of DMA notifies 3F of the enterprise's registration with DMA, the enterprise shall pay 25% of the funding contribution specified in the collective agreement.

No later than 1 year later, the enterprise shall pay 50% of the funding contribution

specified in the collective agreement.

No later than 2 years later, the enterprise shall pay 75% of the funding contribution specified in the collective agreement.

No later than 3 years later, the payment of the enterprise shall equal the full funding contribution specified in the collective agreement.

This intensification shall take place no later than 2 months after registration has been entered between DEA on behalf of DMA and 3F, at the request of DEA on behalf of DMA, possibly in connection with adjustment negotiations.

Clause 22. Commencement and duration of the collective agreement

This present collective agreement shall come into force on 1 March 2023 and be binding for the organisations until it is terminated, with effect as of a 1 March, by one of the parties in pursuance of the provisions applicable at all times, albeit on 1 March 2025 at the earliest.

Copenhagen, 17 March 2023

Dansk Erhverv Arbejdsgiver on behalf of Danske Mediers Arbejdsgiverforening **Pia Rude Truelsen**	3F Fagligt Fælles Forbund, 3F's Transportgruppen **Ole Christensen**

Protocol concerning Electronic documents

The parties are in agreement as to the introduction with liberating effect of the possibility for the enterprises to submit holiday cards, pay slips, and any other documents to be exchanged during or after the continuous employment relation via such electronic mail solutions as may be available, e.g. e-Boks or via e-mail.

In the event that the enterprises intend to make use of this opportunity, the employees shall be notified thereof 3 months in advance, unless otherwise agreed. Employees exempt from receiving digital mail from the public authorities may, upon request and the provision of documentary proof in respect of the enterprise, be exempt from the reception of digital mail from the enterprise. This shall not apply to holiday cards that are forwarded to all employees via e-Boks or other secure electronic mail solution, on the provision that the employee has been notified thereof.

Protocol concerning supplements and working pace 100

During their negotiations, the parties have discussed the employer's commitment to provide supplements to the minimum wages, cf. Clause 3(2) of the collective agreement.

The parties have agreed that supplements to the minimum wages may occur in varying shapes and sizes. The parties have thus agreed that the primary qualification of the delivery persons is their pace which may be faster than assumed by the employer upon his specification of time consumption. Moreover, the parties agree that the employer's stipulation of a margin by way of e.g. time consumption shall further be considered a supplement to the minimum pay. In addition, supplements in respect of the minimum pay can be placed in relation to the individual round and/or the nature of the function. Supplements can also be personally attached to the individual delivery person.

Further, the parties have agreed to base their decision in respect of the establishment of time consumption on the fact that work is carried out at a normal pace (working pace 100) such as it is known from the Delivery Person Agreement for the greater Copenhagen area and specified as the pace and rhythm characteristic of a person walking along a straight street without pause and restraining baggage at a pace equal to 5.76 km/hour. It has been agreed that wages shall be paid for all work performed by the delivery person, e.g. newspaper packing, the reporting of key issues and similar work.

Protocol concerning young delivery persons

The parties have discussed the provision of collective agreement coverage relative to young delivery persons and have agreed that the provisions and rates set out in the below shall be objectively and reasonably founded in a legitimate objective.

For delivery persons over the age of 15 but not yet 18 years of age, the collective agreement's
clause 2, clause 3(1), clause 3(2), clause 3(3), clause 3(4), clause 4, clause 5, clause 8, clause 13 and clause 15
shall apply.

The following shall apply in so far as the minimum rates set out in the first paragraph of clause 3(2):

- for delivery persons over the age of 15 but not yet 16 – 50% of the rate in force at all times
- for delivery persons over the age of 16 but not yet 17 – 65% of the rate in force at all times
- for delivery persons over the age of 17 but not yet 18 – 75% of the rate in force at all times

Protocol concerning Information and Liaison foundation

(1) As of 1 March 2020 and for the purposes of attending to information and liaison objectives on behalf of the organisations, the employers shall pay DKK 0.30 per performed working hour. On an annual basis, this contribution equals DKK 495 per fulltime employee.

As of 1 July 2023, this amount shall equal DKK 0.40 per performed working hour. On an annual basis, this contribution equals DKK 660 per fulltime employee.

The foundation is governed by a board with equal representation of the parties and comprising 4 members of which 2 are appointed by DEA on behalf of DMA and 2 by 3F's Transportation Group. The nomination as chairman and deputy chairman, respectively, shall alternate between the organisations at a 2-year interval. Board decisions are made by common consent.

Unless otherwise agreed, collection and administration shall be the responsibility of Kompetencefonde.dk. Unless otherwise agreed, the account shall be settled once annually.

(2) Pursuant to a preceding annual budget adopted by the board, the foundation shall cover costs pertaining to the education of employees under the collective agreement on matters pertaining to labour-market and liaison relations in Denmark, for instance expenses related to interpreters, introductory speakers as well as transportation, maintenance allowance and materials in connection with such meetings and courses as the 3F Transportation Group is able to document in connection with the settling of the account.

Moreover, the board may discuss process and procedure in connection with the election of union representatives.

After deduction of administration costs and the payment of expenses for meeting the purposes of agreed expenses, any potential profits shall be split evenly between the organisations by 50% to the employee side and 50% to the employer side. Unless otherwise agreed, the account shall be settled once annually, at the end of the calendar year.

Protocol concerning the distribution of newspapers

The parties have discussed rumours to the effect that irregularities should take place in connection with the distribution of newspapers in the provinces.

Such irregularities should in particular be about:

- The systematic violation of the collective agreement's wage provisions
- The use of sub-contractors using "moonlighting" workers
- The use of sub-contractors performing social dumping/wage dumping
- The use of sub-contractors who are systematically in contravention of the legislation

So far, there has been no documentation connecting such irregularities with distributors under DEA on behalf of DMA.

As these are persistent rumours, the parties have agreed to set up a committee for the purposes of looking into the rumours and, should there appear to be any basis for these assertions, to attempt to remedy such irregularities. The committee shall lay down its own rules of procedure.

The committee shall comprise 1-2 members from each party who shall be bound to professional secrecy in respect of such information as may appear in connection with the committee's work.

Subject to recommendations by each party, the committee can be expanded by relevant experts for the purpose of investigating concrete matters. Expenses in this respect shall be evenly shared between the parties.

Protocol concerning social dumping

This agreement is about the treatment of disagreements on the wage and working relations of foreign employees pertaining to the performance of their work in Denmark. In so far as regards the enterprises that are not covered by the collective agreement, the agreement shall contribute to the establishment of improved opportunities for the avoidance of industrial actions with a view to securing the establishment of a collective agreement and, in so far as relates to the enterprises covered by the collective agreement, to secure peace to work and the compliance with the terms of the collective agreement for the foreign labour force.

3F's Transportation Group shall immediately make an application to DEA on behalf of DMA if the group becomes acquainted with matters that may be anticipated to give rise to trouble or disputes. Similarly, the Confederation of Employers shall immediately contact 3F's Transportation Group.

Such approaches must result in an immediate meeting between the parties. Representatives for the involved parties – comprising 3F's Transportation Group – may participate.

All relevant background information shall be presented or provided at the soonest possible.

Membership enterprises employing foreign manpower shall ensure adaptation into the enterprise's wage level, just as other terms provided for by the collective agreement shall be complied with. With respect to workers hired on a temporary basis, this provision shall solely apply in the event that commitments pursuant to the collective agreement already applies relative to the remuneration of workers hired on a temporary basis.

If a foreign enterprise is involved in a contract for a member enterprise, and such an enterprise is not covered by a collective agreement, the parties to the collective agreement shall likewise strive to reach a negotiated solution.

If an enterprise not covered by a collective agreement works as a sub-contractor to an enterprise regulated by a collective agreement/member enterprise shall be affected by a legally and duly notified conflict in support of the requirement for a collective agreement and a legal sympathetic conflict has been issued against the enterprises regulated by a collective agreement/member enterprises of an organisation under DA, 3F's Transportation Group may contact the enterprise/the organisation of the enterprise and request a meeting for a discussion of the case. The job assignments affected by the sympathetic conflict shall for instance constitute

a subject for discussion. Similarly, the organisation affected by the sympathetic conflict may approach 3F's Transportation Group. All relevant background information shall be produced at the meeting or forwarded to the opposing organisation at the soonest possible.

The parties have agreed that in such situations, an enterprise may be admitted to DEA on behalf of DMA or to another DA member organisation, even though a conflict has been announced or issued. If the conflict is active, clause 2(6) of the General Agreement shall apply.

3F's Transportation Group shall undertake to issue a notice of conflict at least 14 calendar days in advance.

A copy shall be forwarded to DEA on behalf of DMA.

If, during the negotiations or subsequently, the foreign enterprise be admitted as a member of the employers' association, the wage level shall be adapted, possibly with the participation of the organisations.

Protocol concerning sub-distributors

If an enterprise, that is not covered by a collective agreement, works as a sub-distributor for a DEA on behalf of DMA member enterprise that is comprised by this present collective agreement, be affected by a main conflict that is legally announced or issued in support of the requirement for a collective agreement and an announcement concerning a legal sympathetic conflict against a member enterprise has been delivered, 3F's Transportation Group may take contact to DEA on behalf of DMA and request a meeting for the purpose of discussing the matter. Such a meeting shall be held no later than 7 workdays from the reception of the request.

This time-limit may be departed from pursuant to agreement between the organisations. At this meeting, the work assignments affected by the sympathetic conflict may for instance be subject for discussion. Similarly, DEA on behalf of DMA, may take contact to 3F's Transportation Group. All relevant background information shall be submitted at the meeting or forwarded to the opposing party to the collective agreement at the soonest possible.

The parties have agreed that, in such situations, the sub-distributor may become a member of the employer organisations under DA and be covered by the collective agreement, even though a conflict has been announced or issued.

Protocol concerning holiday

As a deviation from s.7 of the Danish Holidays with Pay Act in respect of holidays in advance and the principles set out in s.15 of the Holidays with Pay Act, a local agreement can be entered with the union representative in respect of notice of holiday that has not been earned at the time when the holiday is taken. Such a local agreement shall be in writing.

It can thus be agreed that:

The employees shall be granted up to 5 weeks' holiday at the beginning of the holiday year, on 1 September. The employees being employed in the course of the holiday year, shall be granted a proportionate number of holidays.

The enterprise may give notice of holiday to be held on dates on which the holiday has not yet been earned (notice of "holiday in advance"). The enterprise shall not be entitled to give notice of more holiday than the employee can accumulate during the period until the expiry of the holiday year.

Should an employee resign in the course of the holiday year and if, on the date of resignation, this employee has held more holidays than he/she has accumulated, the enterprise shall be entitled to deduct this from the employee's entitlement to wages and holiday allowance.

In the event that the resignation is owing to the enterprise's dismissal of the employee, the enterprise shall not be entitled to deduct more holidays, than the employee can accumulate during the period until resignation, unless the dismissal is owing to the employee's material breach.

If the employee terminates or cancels his/her employment relation on the grounds of the enterprise's material breach, the enterprise shall not be entitled to any deduction.

If the employee has received less holiday allowance than the employee would have received if the employee had not taken "holiday in advance", the enterprise shall settle the employee's holiday account and make a supplementary payment of holiday allowance to the employee.

Protocol concerning night work

Prior to taking employment as a night worker, the employee shall be offered a free medical examination.

The parties further agree that employees being classified as night workers shall be offered a free medical examination within regular periods of maximum 1 year. The night worker shall go through a compulsory medical examination every second year.

Subject to a healthcare or medical the assessment, night workers of more than 50 years of age shall go through an extended medical examination.

During the term of the collective agreement, the parties shall discuss the necessity of a particular risk assessment, a workplace assessment, or the similar in respect of night work.

The above shall apply as of 1 March 2024.

The parties have taken note of the recommendations of the National Research Centre for the Working Environment, in particular comprising:

- A maximum of 3 successive night duties
- A maximum of 9 hours at a time
- At least 11 hours between 2 shifts
- Generally, for the purpose of reducing the risk of abortion and other complications associated with pregnancy, pregnant women shall as a maximum work 1 weekly nightshift

The parties shall follow committee work within other areas of night work and, in advance of the next collective agreement term, they shall discuss whether further changes may be required. Such changes can be implemented in agreement.

Pregnant women and night work
The following shall apply as of 1 March 2024 on the following provisions:

- That the Danish Working Environment Authority incorporates the National Research Centre for the Working Environment's recommendations on pregnant women's night work in e.g. clause 8, cf. appendix 2.
- That night work in addition to 1 weekly nightshift be comprised by s.6(2)(2) of the Maternity Act, and that there shall thus be access to reimbursement.

***Note**: Should these preconditions not be met, the discussions between the parties shall be resumed.*

When the enterprise has been notified thereof or otherwise learns about the pregnancy of an employee, the enterprise must at the soonest possible and no later than 2 weeks thereafter, at the end of a week, re-adjust the working hours of the employee or transfer the employee to other assignments, in order that the employee only works a maximum of one weekly nightshift.

If it is not possible for the employer to re-adjust working hours to the effect that the employee in question shall work only 1 weekly nightshift or be transferred to other assignments, the employee shall be entitled to absence in respect of nightshifts in excess of 1 weekly nightshift against remuneration such as it has been set out in the provisions of Clause 9(1). This provision is solely about payment which applies regardless of the seniority of the employee and regardless of the number of weeks during which the employee shall be absent from nightshifts in excess of 1 time weekly.

If the pregnant employee has obtained her right to absence from nightshifts in excess of 1 weekly, cf. the above, the employer shall be entitled to the subsequent readjustment of the employee's working hours or to transfer the employee to other assignments at any later opportunity in this respect.

Protocol concerning committee work

The parties have agreed to observe the committee work between DI and CO-industri concerning the following areas, having been listed in the following protocols from conciliation agreements in respect of industriens overenskomst (the collective agreement of commerce and industry) and Industriens funktionæroverenskomst (collective agreement of commerce and industry for salaried employees) entered between DI and CO-industri, dated 19 February 2023:

- Protocol on Committee Work in respect of hired workers (no. 5)
- Protocol on the Development of other methods of working (no. 19)
- Protocol on Committee Work in respect of guidelines for good local collaboration conditions between the enterprise and the union representative (no. 41)
- Protocol on Committee Work in respect of data protection (no. 53)

When the result of the committee work within the above areas is available, the parties shall meet for the purpose of discussing the content thereof. If the parties are in agreement, the work can be implemented in the collective agreement for delivery persons applicable to the province for the future collective agreement period.

Request concerning information about time consumption relative to districts

In pursuance of clause 3(4), an employee who is of the opinion that the collective wages are not in compliance with the minimum pay set out in clause (3)(2), may bring up the matter with the employer.

If, subsequently, the employee continues to believe that the collective wages are not in compliance with the minimum pay set out in clause 3(2), the below form shall immediately be filled in and submitted to the employer who, within the period of one month, must document that the collective agreement's provision concerning minimum pay is complied with.

Enterprise: _____

Name of delivery person: _____

Employee number: _____

Date of the delivery person's approach: _____

Received by the manager of delivery persons: _____

The delivery person's brief description of the issue:

To be filled in by the delivery person

A: District number	B: Time consumption	B: Number of issues

To be filled in by the employer

C: Time consumption – possibly by GPS survey	Number of issues	D: The employer's measuring and response	Number of issues

Date of distribution: _____

Date of GPS survey: _____

Date of the employer's survey and response _____

Re A
To be filled in by the employee. It is important that the employee not only lists the district(s) that is/are the object(s) of the complaint, but rather lists all districts for the purpose of verifying the collective wages.

Re B
To be filled in by the employee for each of the listed districts and thus not only the district(s) that is/are the object(s) of the complaint.

Re C
Shall solely be applied if the individual enterprise has chosen to use GPS watches as elements in the verification surveys. In this case field C can be filled in at a later point in time, but within a period of 30 days.

If the employee subsequently continues to believe that the collective wages are not in compliance with clause 3(2), the employer shall fill in field D within a period of a fortnight and hand this over to the delivery person.

The employer shall ensure that the league lists from the relevant dates set out in the form shall be saved and made available if 3F is involved in the case, cf. clause 3(4).

Handed over: _____

Returned: _____

The employer's account of the above control:

Appendix

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

and

Council Directive 1999/70/EC of 28 June 1999 concerning the Framework Agreement on fixed-term work concluded by ETUC, UNICE and CEEP have been implemented in the collective agreement by a protocol of 1 October 2002 on fixed-term employment and part-time employment, and thus the parties refer to the agreement entered between DA and LO dated 7 August 2002 on the implementation of the directive on fixed-term employment and the agreement entered between DA and LO dated 9 January 2001 on the implementation of the directive on fixed-term employment and the agreement entered between DA and LO dated 9 January 2001 on the implementation of the directive on part-time employment.

Protocol concerning the implementation of directive 2008/104/EC of the European Parliament and of the Council of 19 November 2008 om temporary agency work

The parties agree to discuss the implementation of the European Parliament's

and

the Council's directive 2008/104/EC of 19 November 2008 on temporary work for the purpose of aiming for the temporary work directive to be implemented on 1 March 2011, at the latest.

Employment contract

Employment contract concerning employment comprised by
the collective agreement for delivery persons in the provinces
entered between
3F
and
Danish Chamber of Commerce
on behalf of
Danske Mediers Arbejdsgiverforening
(Danish Media's Employers' Association)

1. Parties

<table>
<tr><td colspan="2">Employer (name):

_____</td><td colspan="2">Employee (name):

_____</td></tr>
<tr><td colspan="2">Address:

_____</td><td colspan="2">Address:

_____</td></tr>
<tr><td colspan="2">Postal code/Town:

_____</td><td colspan="2">Postal code/Town:

_____</td></tr>
<tr><td>Tel.:

_____</td><td>CVR no.:

_____</td><td>Tel.:

_____</td><td>CPR no.:

_____</td></tr>
<tr><td colspan="2">(hereinafter referred to as "the enterprise")</td><td colspan="2">(hereinafter referred to as "the employee")</td></tr>
<tr><td colspan="4">Employment shall be under the terms of the collective agreement for delivery persons entered between Danish Chamber of Commerce on behalf of Danske Mediers Arbejdsgiverforening
(Danish Media's Employers' Association) and 3F the United Federation of Danish Workers
(hereinafter referred to as "the collective agreement")</td></tr>
</table>

2. Job description

See item 2.1 of the guidelines

3. Date of commencement of employment

Fill in permanent employment or fixed-term employment

Permanent employment:

Date of employment:

_____

(From which seniority shall be determined)

Owing to former employment at the enterprise, the employee's seniority shall be calculated as of:

_____

This employment contract shall replace all previous employment contracts entered between the parties.

Fixed-term employment:

As of the: _____

The employment shall be discontinued without further notice on:

_____

(see item 3 of the guidelines)

4. Workplace (item 4.1 of the guidelines)

Weekdays (state address):

_____

Sundays (state address):

_____

5. Meeting hours

Weekdays at

_____

Sundays at

_____

Varying work locations: (see item 4.2 of the guidelines)

_____

6. Working hours and the performance of the work

In the course of his/her employment, the employee shall deliver such products as the enterprise distributes.

Working hours are flexible, and the actual working hours may vary subject to the number of subscribers' registration/deregistration, weather conditions etc. The weekly effective working hours shall constitute a maximum of 37 hours, cf. clause 2 of the collective agreement. The products that the employee has been employed to distribute can be picked up at the soonest after the meeting hours (see item 5), and remuneration shall become payable for delays relative to the products' later appearance at the place of delivery, cf. the collective agreement's provisions thereon.

The products shall be distributed no later than at _____ on weekdays and no later than at _____ on Saturdays, Sundays and public holidays.

In case of any delay of the products' appearance at the place of delivery, the employee can be instructed to perform a special delivery, cf. the provisions thereon set out in the collective agreement.

7. Districts

Weekdays: State district number:

_____

Sundays: State district number:

_____

There may be changes of districts, cf. the collective agreement's provisions thereon. Any possible change of district shall appear from the employment contract's allonge thereon.

8. Wages

Wages shall become payable in pursuance of the provisions set out in the collective agreement thereon. The wages in respect of the employee's current districts shall be calculated cf. item 8 of the guidelines.

_____

The district wages shall be calculated on the basis of an assessed time consumption in respect of the rates set out below:

The wages shall be calculated on the basis of an assessed time consumption in respect of the collective agreement's minimum wage rates, which currently constitute:

Minimum pay: DKK _____

or, if a higher hourly rate is applied, this is stated here: DKK _____

Nuisance compensation: DKK _____

Wages are paid: ☐ Every fortnight	 ☐ Monthly

9. Holiday

The employee shall qualify for, hold and be paid in respect of holiday in pursuance of the provisions set out in the Holidays with Pay Act and the collective agreement thereon in force at all times.

10. Special holidays and other absence

The employee shall be granted, hold and be paid in respect of special holidays in pursuance of the provisions set out in the collective agreement thereon in force at all times.

Concerning the employee's right in respect of maternity leave and child's sickness, see the collective agreement's provisions thereon.

11. Pension

The employee, who is employed for more than 8 hours' weekly work, is over the age of 25, and has 9 months' unbroken seniority at the enterprise *or* employees who are able to document that they are already comprised by a labour market pension shall be entitled to pension cf. the conditions thereon set out in the collective agreement.

The above conditions are met, and the employee shall be eligible for pension.

Yes: _____ No: _____

If yes – state previous pension company: _____

As of the _____ , the employee shall join a pension scheme in the above-mentioned pension company.

The employee shall with his/her signature below confirm that the employee has not previously been comprised by a pension scheme:

_____
The employee's signature

Otherwise, see the pension provisions set out in the collective agreement as well as item 11 of the guidelines.

12. Sickness

Absence due to sickness shall be reported by telephone _____ at the latest _____

In respect of the employee's eligibility for wages during absence due to sickness, the provisions set out thereon in the collective agreement shall apply.

Besides, the enterprise's policy on absence due to sickness shall apply.

13. Termination

The employment relations shall be terminated by both parties in compliance with the provisions in respect of the terms of notice set out in the collective agreement.

14. Training

In respect of training and competence development opportunities, the provisions set out thereon in the collective agreement shall apply.

15. Social security institutions

The enterprise shall pay contributions to Arbejdsmarkedets Erhvervssikring og arbejdsskadeforsikring (the Danish Labour Market Insurance) with _____ (the name of the company) together with ATP contribution, if any, in pursuance of the legislation on the Danish Labour Market Supplementary Pension Scheme (ATP).

The employee is comprised by a healthcare scheme:

Yes: _____ No: _____

If yes – the employee shall be comprised by a healthcare scheme with _____ (the name of the company).

16. Collective agreement

Otherwise, the employment relations shall be governed by the collective agreement for delivery persons entered between Danish Chamber of Commerce on behalf of Danske Mediers Arbejdsgiverforening (Danish Media's Employers' Association) and 3F – the United Federation of Danish Workers.

The employee policy manual applicable at all times and _____ (state any other policies) constitute an element in the basis of the employment relation. The employee shall be under an obligation to familiarise him-/herself with these. The employee policy manual and any other stated policies have been handed over to the employee together with this present contract of employment

17. Other matters

The employment shall not be comprised by the Danish Salaried Employees Act.

The employee shall at all times be under an obligation to keep the enterprise informed about his/her address and private e-mail address. The enterprise can, effectively, send payslips and notifications/documents pertaining to the employment relation to the employee via the employee's private e-mail address as well as via an electronic mail solution such as for instance e-Boks and MIT.dk. This shall not preclude other ordinary types of forwarding.

18. Signature

This present employment contract has been signed in two copies of which the one has been handed over to the employee.

Date: _____ Date: _____

_____ _____

The enterprise's signature The employee's signature

Guidelines

Collectively, Danish Chamber of Commerce on behalf of Danske Mediers Arbejdsgiverforening (DMA – Danish Media's Employers' Association) and 3F have prepared this recommended employment contract.

If the contract is filled in correctly, the employer's duty of disclosure in respect of EP/Rdir 2019/1152 on transparency and predictable working conditions of the European Union (the Working Conditions Directive) shall be complied with.

The provisions for employment contracts are set out in clause 13 of the collective agreement.

1. Generally on the provisions

1.1 Who?

It is a requirement that the enterprise prepare an employment contract for all wage earners pertaining to employment relations in which predetermined or actual working hours constitute more than an average of 3 hours per week during a reference period of 4 consecutive weeks. The calculation of the average working hours shall comprise the working hours with respect to all employers constituting or belonging to the same enterprise, group or unity.

The employment contract shall be handed over to the wage earner no later than 7 calendar days after the commencement of the employment relation.

1.2 Is the application of the employment contract mandatory?

The DMA/3F employment contract can be applied for wage earners comprised by the collective agreement for delivery persons in the provinces. Should the enterprise consider it practical or necessary for the employment contract to contain supplementary information about the wage earner or the enterprise, this shall be feasible.

1.3 Changes

In the event of any change in respect of the employment conditions, the enterprise shall notify the wage earner thereof in writing, no later than on the date on which the change comes into effect. This shall not apply, however, if such changes are the results of legislative amendments, administrative provisions, provisions owing to regulations or collective agreements that apply to the matters in question.

There is no requirement as to the drawing up of a new employment contract for every change introduced – the forwarding of a letter/an addendum to the wage earner concerning information about the change to the employment contract shall be satisfactory.

2. The provisions of the employment contract

2.1 Job description

The job description can for instance be ”Newspaper distributor”, ”Counter”, ”Flyer”.

3. Fixed-term employment

If the employment relation is limited in time, the date on which the employment relation is commenced and the date on which it will, at the latest, be terminated shall be filled in. After the completion of the assignment, the employment relation shall be terminated without notice.

4.1 Meeting place on weekdays and Sundays

Here, the starting point for his/her rounds shall be the common room for delivery persons or the location (address) on which the delivery person shall meet.

4.2 Varying meeting places

If the delivery person has varying meeting places (workplaces), this shall be stated in the employment contract.

8. Wages

The way in which the wages are calculated shall be set out in the employment contract – i.e. whether payment will be per hour, or whether the wages follow the district. If the latter is the case, it shall be stated whether it is a matter of a basic price and/or a unit price or any other calculation method. If special allowances are paid, information to this effect shall also be stated.

11. Pension

If, in connection with previous employment, the wage earner has been comprised by another labour-market pension scheme and if the wage earner wishes these funds transferred to PensionDanmark, the wage earner can submit a copy of his/her employment contract to PensionDanmark, Langelinie Allé 43, 2100 København Ø. The wage earner will subsequently be contacted by PensionDanmark.

Disputes

Any disputes concerning employment contracts shall be dealt with in pursuance of the industrial provisions set out in the collective agreement for delivery persons.