



NATIONAL AGREEMENT

2020/2023

Collective Agreement on Warehouse Work

Collective Agreement on Warehouse Work

Including **Apprenticeship Agreement** and **Multi-Union Agreement on Shiftwork**. These agreements constitute separate documents.

between

**DANSK
ERHVERV**

Arbejdsgiver

Danish Chamber of Commerce
Employers

and



3F Fagligt Fælles Forbund, Transportgruppen
The United Federation of Danish Workers
Transport Group

2020 – 2023

3F item number 3021-01

The English version is for guidance only.

In case of discrepancy between the English and the Danish version, the Danish version applies.

Contents

1. Hours of work.....	7
2. Special time off/discretionary holidays.....	7
3. Senior worker scheme	9
4. Special savings	11
5. Staggered hours of work	11
6. Shiftwork.....	12
7. Standard wages.....	12
8. Seniority supplement.....	14
9. Skilled worker supplement.....	14
10. Warehouse workers	15
11. Semi-skilled workers.....	16
12. Employment on special conditions	16
13. Overtime work and systematic overtime for warehouse workers, semi-skilled workers and workers employed on special terms	17
14. Drivers	18
15. Definitions of hourly paid workers and workers on full pay	20
16. Definition of full pay.....	21
17. Pay systems aimed at increasing productivity	22
18. Travelling time	22
19. Young workers	22
20. Pay period – disbursement of wages.....	23
21. Notice of termination	24
22. Severance pay.....	26
23. Pay and benefits during sickness and in connection with injury	26
24. Children’s sickness and childcare days.....	28
25. Children’s hospitalisation.....	30
26. Maternity, paternity and parental leave.....	30
27. Pension	32
28. Annual leave and holiday allowance.....	33
29. Local agreements.....	34
30. Management of industrial disputes	35
31. Shop stewards.....	35
32. Access to payroll information	42
33. Transfer of seniority from temporary staff agency to user enterprise	43
34. Subcontractors and agency workers.....	44
35. Agency workers from agencies covered by a collective agreement	46
36. Skills development and training.....	46

37. Development funds	51
38. Newly admitted enterprises	52
39. Pilot schemes deviating from the collective agreement.....	53
40. Term of the agreement	53
Annex 1. Pay rates for warehouse workers and drivers	54
Annex 2. Agreement of special organisation of working hours	56
Annex 3. Guidelines for time off in lieu in connection with overtime work.....	59
Annex 4. Guidelines for division of work.....	61
Annex 5. Employment contract.....	62
Annex 6. Agreement on employment on terms similar to those of salaried employees.....	67
Annex 7. Rules concerning industrial dispute resolution	75
Annex 8. Agreement on social responsibility	80
Annex 9. Protocol on policy for older workers.....	81
Annex 10. Protocol on education and training.....	82
Annex 11. Protocol on good apprenticeships.....	83
Annex 12. Outreach training advice service	84
Annex 13. Newly admitted members – pension and special savings	84
Annex 14. Protocol on the transition to the Collective Agreement on Warehouse Work.....	88
Annex 15. Protocol on holidays	90
Annex A. Agreement on the transfer of holidays	92
Annex B. Examples of holiday transfer	94
Annex 16. Protocol on the Skills Development Fund for Transport and Warehouse Workers.....	95
Annex 17. Protocol on general guidelines for pilot schemes.....	98
Annex 18. Protocol on the implementation of the directive on fixed-term work	99
Annex 19. Protocol on implementation of the Equal Pay Act, etc	103
Annex 20. Protocol on pension for persons employed in flexible jobs	106
Annex 21. Organisation agreement on holiday guarantee scheme	107
Annex 22. Agreement on the implementation of the Working Time Directive for mobile workers.....	109
Annex 23. Protocol on payment for driving licences.....	111
Annex 24. Protocol on transitional provisions for semi-skilled workers	113
Annex 25. Protocol on staggered hours of work.....	114
Annex 26. Protocol on night work and health checks.....	115
Annex 27. Protocol on electronic documents	116
Annex 28. Protocol on contributions to the Development and Cooperation Fund for Transport and Warehousing	116

Annex 29. Organisation agreement on pilot scheme 117

Annex 30. Understanding of the rules on time off in lieu for systematic overtime work..... 118

Annex 31. Organisation agreement on the management of cases concerning lack of payment and reporting of pension contributions 119

Annex 32. Organisation agreement on cooperation in enterprises of all sizes . 121

Annex 33. Organisation agreement on pension plan costs 123

Annex 34. Data protection 124

Annex 35. Industrial dispute resolution in cases concerning harassment, bullying and other offensive actions 125

1. Hours of work

1.1 The normal effective weekly number of hours of work is 37.

1.2 The weekly hours of work are spread over the first five days of the week, with no working day being less than seven hours.

If work on a Saturday is required due to special operational circumstances, normal hours of work may generally not exceed four hours on that day; see also point 1 in Annex 2 concerning special organisation of work.

1.3 Daily hours of work must be between 6.00am and 6.00pm on the first five days of the week and between 6.00am and 2.00pm on Saturdays.

1.4 By agreement with the employees, the employer determines the time when hours of work begin and end within the periods mentioned above, if necessary with the involvement of the organisations.

1.5 When warehouse workers, semi-skilled workers and other workers perform loading and unloading work, they work the same hours as dockers; see also local practices in this respect.

2. Special time off/discretionary holidays

2.1 Special time off

Employees are entitled to time off from noon on Labour Day (1 May), from noon on Constitution Day (5 June) and on 24 December, 31 December, public holidays falling on weekdays, and on five additional discretionary holidays in each calendar year.

2.2 Employees in a full-pay scheme

Employees working under a full-time scheme are entitled to time off without reduction of their weekly or monthly wages.

2.3 Employees on hourly wages

The employer sets aside 6.75% of wages with holiday entitlement to cover the time off of employees on hourly wages on the days mentioned above. The amount set aside includes holiday allowance. For each full day off, an amount equivalent to the pay for 7.4 hours is paid on account. For 1 May and 5 June a proportional calculation is made. The amount paid on account may not exceed the amount deposited in the individual employee's optional pay account.

In connection with sickness, 6.75% of the daily pay rate set out in clause 28.3 is

set aside. In the event of sickness, the amount set aside is the entire wage on which holiday pay is calculated.

However, on the basis of an agreement between the employer and the employee, an amount may be paid on account even if the amount is not covered by the deposit in the employee's optional pay account. A resulting deficit on the account may be offset in the wages owed to the employee at the time of the employee's resignation or at the end of the calendar year.

At the end of the calendar year or at the time of resignation, the balance on the optional pay account is calculated and disbursed. However, the advance payment for 1 January will always be deducted from the optional pay account for the preceding calendar year.

The Danish Chamber of Commerce – Employers guarantees payment of the amounts.

2.4 Labour Day and Constitution Day

Urgent work may be carried out after noon on Labour Day and Constitution Day, provided that the highest overtime rate is paid. If a midday break has been scheduled to be held immediately before noon, work will continue during the midday break without any special allowance being paid.

2.5 24 December (Christmas Eve) and 31 December (New Year's Eve)

Time off is counted from 7.00am or the start of normal hours of work until the same time the next day. It is a condition for payment that there has been loss of earnings. If work is performed on these days, the highest overtime rate is payable.

2.6 Discretionary holidays

The timing of discretionary holidays follows the rules applying to residual holidays; see the Danish Holiday Act. However, an employee may not announce the taking of discretionary holidays in a notice period after he or she has been dismissed by the employer.

The provisions of the Danish Holiday Act on the transfer of risk in the event of sickness apply. In the event of sickness reported to the employer after the start of normal hours of work on the first of a number of consecutive discretionary holidays, the discretionary holidays will be considered to have been taken.

If an employee is not employed for a full year, the discretionary holidays will be calculated on a pro rata basis, with five discretionary days of holiday being calculated in proportion to 12 months of employment.

For full-time employees working 37 hours in a five-day week, a discretionary day of holiday is 7.4 hours. For other employees, a pro rata calculation is made.

If the discretionary days of holiday cannot be taken because of an agreement between the employer and the employee, an employee employed on a full-pay basis is entitled to receive payment for 7.4 hours for each discretionary day of holiday not taken. This also applies if the discretionary days of holiday are not taken due to sickness, injury, maternity/paternity leave or the resignation of the employee. If an employee has taken more discretionary holidays than he or she is entitled to, the employer may offset 7.4 hours per day against the pay owed to the employee.

3. Senior worker scheme

Employees may choose to enrol in a senior worker scheme from five years before they reach the retirement age in force from time to time.

Employees who have opted for the senior worker scheme may decide to use their contributions as special savings for the funding of days off with pay (senior days).

Payments from special savings to fund senior days off are managed in accordance with the same rules as those applying to the optional pay account for hourly paid workers in the enterprise; see clause 2.3.

If an employee wishes to take additional senior days off, it can be done by converting the pension contribution or part of it into senior days off; see clause 27.

The maximum proportion of the pension contribution that may be converted is an amount that leaves a sufficient sum to cover the health plan and administrative expenses.

For hourly paid employees, the converted pension contribution is paid into the employee's optional pay account.

If the employee receives full wages and wishes to enrol in a senior worker scheme, an optional pay account for senior workers is created, unless otherwise agreed locally. Such an optional pay account is managed in accordance with the same rules as those applying to the hourly paid employees in the enterprise; see clause 2.3.

An employee's enrolment in a senior worker scheme does not change any already

existing calculation elements laid down in a collective agreement, and it is thus cost-neutral for the enterprise.

By 1 November the employee must notify the enterprise in writing whether he or she wishes to be part of a senior worker scheme in the following calendar year and, if so, how large a proportion of the special savings and the converted pension contribution the employee wishes to save. In addition, the employee must state how many senior days off he or she wishes to take in the following calendar year. These choices are binding on the employee and will continue to apply in the following calendar year. However, before 1 November each year, the employee may notify the employer of any changes desired for the next calendar year.

In the first year of the senior worker scheme, conversion takes place from the pay period in which the employee has five years left before he or she reaches the retirement age in force from time to time.

The maximum number of senior days off in a calendar year is 32, no matter whether they are funded through special savings or conversion of pension funds, and the increased flexibility of the scheme must be cost-neutral to the enterprise.

The timing of senior days off must take the operation of the enterprise into account and follow the same rules as those applying to the timing of discretionary days of holiday; see clause 2.6.

As far as hourly paid employees are concerned, the rules on senior days off follow the rules on discretionary holidays; see clause 2.3 and clause 2.6.

When senior days are taken, the weekly or monthly wages of fully paid employees are reduced and an amount from the optional pay account for senior workers is paid instead. For a full-time employee working 37 hours in a five-day week, a senior day off corresponds to 7.4 hours. For other employees, a proportional calculation is made. At the end of the calendar year and in connection with resignation, the balance on the senior account is computed and paid out.

The setting up of an optional pay account does not otherwise change the rules on holidays/discretionary holidays; see clause 2.

The Danish Chamber of Commerce – Employers guarantees payment of the amounts.

4. Special savings

Employees covered by the collective agreement save up

1 March 2020	1 March 2021	1 March 2022
5.0%	6.0%	7.0%

of their wages with holiday entitlement as special savings. The amount includes holiday allowance, holiday supplements and, where applicable, savings for discretionary holidays.

Employees can use special savings to take time off; see clause 3 and clause 24.1 paras 1 to 3.

Funds not spent by an employee are disbursed by the employer as follows:

- Funds in special savings accounts in excess of four percentage points are paid regularly together with the employee's wages.
- As regards the four percentage points of special savings, the balance is computed and paid out at the end of June and at the end of the calendar year, as well as in connection with resignation.

The parties to the collective agreement urge employers to initiate a dialogue with their employees to explain the options relating to special savings.

Individual employees and the employer may agree that the total contribution amount is paid out regularly together with wages or twice a year at the end of July and at the end of the calendar year.

5. Staggered hours of work

5.1 Staggered hours of work may be arranged fully or partly outside the framework of the organisation of daily hours of work.

5.2 A supplement is payable for staggered hours of work falling between 6am and 6pm, provided that the provisions of clauses 4.3 and 4.4 are observed. If hours of work are staggered so that they begin before 6am or end after 6pm, the following hourly supplements are payable:

	1 March 2020	1 March 2021	1 March 2022
• 6pm to 9pm	DKK 36.40	DKK 37.00	DKK 37.60
• 9pm to 4am	DKK 82.75	DKK 84.10	DKK 85.40
• 4am to 6am	DKK 42.80	DKK 43.50	DKK 44.20

5.3 If staggered hours of work are required, a notice of at least 3 x 24 hours must be given in advance.

If no notice is given, an overtime supplement complying with applicable rules is payable for the time that falls outside the normal daytime hours of work in the enterprise.

4.4 If an employee at the employer's request and through no fault of his or her own cannot continue to work staggered hours, he or she is entitled to be paid the applicable overtime pay for work carried out outside the normal daytime hours of work in the enterprise, provided that the work lasts at least a week.

5.5 If overtime work is requested in connection with staggered hours of work, overtime rates are payable in addition to the allowance for working staggered hours, the overtime being counted in relation to the staggered hours, see clause 4.2.

Note: Reference is made to Annex 25: Protocol on staggered hours of work.

6. Shiftwork

Shiftwork may be arranged in accordance with the provisions of the shiftwork agreement between the Danish Chamber of Commerce – Employers and the 3F Transport Group.

See also Annex 26: Protocol on night work and health checks.

7. Standard wages

7.1 Standard hourly wages are

1 March 2020	1 March 2021	1 March 2022
DKK 130.60	DKK 133.80	DKK 136.95

The above rates apply from the beginning of the week that includes 1 March.

7.2 Supplementary payments apply to the standard rates set out above and to local wages agreed in accordance with clause 7.5; see clauses 8, 9, 10, 11, 12, 13 and 14.

7.3 When a full-pay scheme is used, wages are calculated as 37 times the hourly rate per week.

7.4 Wages are calculated in terms of half hours as a minimum, including for overtime work.

7.5 Local wages

Agreements on local wages set up in accordance with this provision may be made in the enterprise.

a. Hourly pay under local pay agreement

The hourly local pay rate may be up to

1 March 2020	1 March 2021	1 March 2022
DKK 1.50	DKK 2.00	DKK 2.50

In enterprises operating a system of local wages the standard hourly rate set out in clause 7.1 is reduced correspondingly. The basis for calculation of overtime remains the standard hourly rate set out in clause 7.1.

In the area covered by this collective agreement local wages may be used for all employees, groups of employees or individual employees.

An agreement to this effect can be made between the shop steward and management in the enterprise. If no shop steward has been elected, the agreement may be made with the local 3F branch. If an agreement is made with a shop steward, and there is no shop steward at some later date, the local 3F branch becomes as party to the agreement.

b. Annual statement and disbursement

At the end of the agreement year or at the expiry of the agreement, the employer prepares a statement showing the size of local wages and the total amount of local wages disbursed to employees covered by local wages in the agreement year.

If local wages have not been fully disbursed at the time of the preparation of the statement, the remaining amount is distributed between the employees who were employed in the enterprise on 1 March. The distribution is made proportionally on the basis of the working hours performed by the individual employees in the preceding agreement year, unless otherwise agreed locally. Disbursement of any

residual amounts is made in the first pay period after 1 March, unless otherwise agreed locally.

If the shop steward asks the employer to document that local wages have been paid as agreed, the employer must provide the required documentation.

c. Termination of local wage agreement

The local agreement may be terminated with at least six months' notice to the end of a pay period.

8. Seniority supplement

The following supplements to the wages set out in the collective agreement apply:

After six months' continuous employment in the enterprise: DKK 8.15/hour.

If personal supplements are paid, it is possible to offset the seniority supplements in them.

Absence due to sickness or injury is not regarded as interruption of seniority if such sickness or injury is reported to the employer without undue delay; nor is enrolment in military service, provided that the employee is reinstated in his or her job in the enterprise immediately after discharge.

If an employee resigns on his or her own accord, the seniority accrued is lost.

If an employee is dismissed but reinstated in his or her job after a period of time of less than twelve months, he or she will retain the seniority accrued at the time of dismissal.

If an employee remains dismissed for an uninterrupted period of more than twelve months, previously accrued seniority lapses.

9. Skilled worker supplement

Employees who hold a certificate of vocational aptitude (*svendebrev in Danish*) are entitled to a supplement of DKK 4.00.

The certificate of vocational aptitude must be acquired in a transport or logistics training programme that is relevant to the field of work in which the employee is working (for example, a warehousing programme for workers working in the field of warehousing).

Such employees are entitled to payment of a seniority supplement from the first day of employment.

10. Warehouse workers

10.1 Miscellaneous supplements

A warehouse supplement of DKK 9.65/hour is payable.

No warehouse supplement is payable to employees who are included in an existing production supplement scheme.

However, the increases in the warehouse supplement totalling DKK 4.95/hour agreed for 2007-2010 will be paid to all employees, no matter whether they are covered by an existing production supplement scheme or not.

If new production supplement schemes are introduced or if existing schemes are amended, later payment of warehouse supplements must be taken into account.

10.2 Work-related supplement

A supplement of DKK 3.50 per hour is payable to workers who are not covered by a production supplement scheme or a job assessment scheme.

This supplement is increased to DKK 5.50 per hour for workers who are solely paid the wages laid down in the collective agreement and receive no other supplements.

Workers who are not covered by a production supplement scheme or a job assessment scheme are entitled to a supplement of DKK 4.65 per hour for the operation of mobile cranes.

10.3 Other supplements

In the scenarios outlined below, a supplement of DKK 2.32 per hour is payable.

Where health and safety legislation, including associated regulations, requires observation of certain safety measures in connection with the handling of hazardous substances, for example the use of gloves or masks that can cause particular inconvenience. Supplements are payable for the time during which such safety measures are used.

10.4 Supplementary agreement concerning cold stores and frozen warehouses

The collective agreement for warehouse workers applies to such working conditions with the following additions and amendments:

1. These provisions cover all incidental work (cold store work) in the enterprises in question, as wages* are the same whether forklift trucks or similar equipment are used or not.
2. In addition to the wages set out in the Collective Agreement for Warehouse Workers both hourly paid workers and workers in full-pay schemes are entitled to a cold store allowance of DKK 8.55 per hour.
3. The joint shiftwork agreement applies, but shiftwork may be carried out without observing the provisions on notices and duration set out in the agreement.

**) The supplement mentioned in clause 10.2 consequently does not apply to work in cold stores and frozen warehouses; see also point 2.*

11. Semi-skilled workers

Semi-skilled workers may be employed who, because of the nature of the work (for example site work) are paid standard hourly rates as well as a semi-skilled worker allowance and possibly a seniority allowance

The semi-skilled worker allowance is DKK 8.40 per hour.

It is a condition for using semi-skilled workers that a productivity-enhancing pay scheme is applied or, if such a scheme is not agreed, that a work-related supplement of DKK 5.50 per hour is paid in addition to the semi-skilled worker allowance.

Note: Annex 24: Protocol on transitional rules for semi-skilled workers.

12. Employment on special conditions

In special circumstances, an agreement may be made between the local branch of 3F and the enterprise concerning employment of workers who are solely paid standard wages and possibly a seniority allowance.

13. Overtime work and systematic overtime for warehouse workers, semi-skilled workers and workers employed on special terms

13.1 The following supplements are payable for overtime work:

- First three hours after the end of normal working hours 50%
- The hour before the beginning of normal working hours 50%
- All additional work and work on Sundays and public holidays 100%

When work has been carried out in the morning and overtime work continues, a supplement of 50% is payable for the first two overtime hours after the end of normal working hours, and a supplement of 100% is payable for subsequent hours.

For work in meal breaks a supplement of 50% is payable, unless otherwise agreed.

For overtime work on Saturdays that begins at a time which on other weekdays are considered to fall within normal working hours, pay begins at the lowest rates. If work starts later, the general rules applying to overtime work are used.

13.2 Basis of calculation

Overtime rates are calculated on the basis of normal hourly rates both for hourly paid workers and for workers in a full-wage scheme, see clause 7.1. For piecework, overtime supplements are calculated on the basis of piecework earnings.

13.3 Notification

If overtime work is required, the workers must be notified of it not later than four hours before the work is to begin. If no such notification is given, an allowance corresponding to the rate for one overtime hour is payable.

This also applies if overtime work that should have been notified is cancelled if the cancellation takes place more than four hours after the work commenced.

This provision does not apply to overtime work of up to one hour's duration, work involving loading and unloading, and associated work, including loading and unloading of a ship commenced after the midday break.

13.4 Systematic overtime work

Overtime work is performed when there is an operational need for it in the enterprise.

In enterprises where production requirements vary and where the local parties have unsuccessfully sought to conclude a local agreement on varying weekly hours of work, see Annex 2, point 4, the enterprise may introduce accrual of systematic overtime for later time off in lieu.

Accrual of systematic overtime for later time off in lieu may not exceed five hours in each calendar week and one hour per day.

Accrual of systematic overtime for time off in lieu must be notified before the end of normal working hours four calendar days before the week in which the systematic overtime is to take place.

Unless otherwise agreed regarding notification of accrual of systematic overtime for later time off in lieu between the management of the enterprise and the shop steward, time off in lieu for systematic overtime must be taken as full days off within a period of twelve months after the overtime work was performed. Any surplus hours that do not entitle the employee to a full day off are carried over.

The timing of time off in lieu is determined by the employer, who must give the employee notice of at least 6 x 24 hours.

Time off in lieu related to systematic overtime work cannot be taken in a notice period unless agreed between the employer and the employee.

Note: See Annex 30: Interpretation of the rules on time off in lieu for systematic overtime work.

14. Drivers

14.1 Driver allowance

The driver allowance is DKK 13.45 per hour.

14.2 Lorries with trailers

A supplement of DKK 3.00 per hour is payable to drivers driving lorries with trailers or articulated lorries. If there is more than one person in the lorry, the supplement is only payable to the one driving the lorry.

14.3 Lorry-mounted crane

A supplement of DKK 2.00 per hour is payable for driving vehicles with mounted cranes. A condition for claiming the supplement is that the driver holds a crane certificate and that the crane is used. If the crane is used, the supplement is paid for all hours performed on the day in question.

14.4 Subsistence allowance

For journeys on land that are not completed by 1pm, a subsistence allowance of DKK 23.95 is payable. However, if the driver returns home from such a journey more than three hours after the end of normal working hours, the allowance payable is DKK 30.28.

If a driver is sent on a land journey after the midday break and the return home takes place more than three hours after the end of normal working hours, a subsistence allowance of DKK 23.95 is payable.

14.5 Special allowance

A supplement of DKK 3.50 per hour is payable to drivers who are not covered by a production supplement scheme or a work assessment scheme.

This supplement is increased to DKK 5.00 per hour for drivers who are only paid the wages set out in the collective agreement without any supplements.

14.6 Overtime

The following supplements are payable for overtime work:

- The first three hours after the end of normal working hours 50%
- The hour before the start of normal working hours 50%
- All other additional work and work on Sundays and public holidays 100%

For work performed 15 minutes before and 15 minutes after normal working hours, payment may be made for a quarter of per hour with a supplement of 25%. For work in excess of 15 minutes, the general rules on overtime work apply to the 15 minutes.

If work has been carried out in the morning and overtime work continues on the same day, a supplement of 50% is payable for the first two overtime hours after the end of normal working hours and a supplement of 100% is payable for subsequent hours.

For overtime work on Saturdays that starts at the time that would be considered the start of normal working hours on other weekdays, the lowest percentages are applied first. If work is commenced later, the general rules concerning overtime work are applied.

14.6.1 Basis of calculation

Overtime rates are calculated on the basis of normal hourly rates both for hourly paid workers and workers on full pay; see clause 7.1.

14.6.2 Systematic overtime

The rules on systematic overtime work (see clause 13.4) also apply to drivers.

14.7 Loading and offloading

Drivers are not obliged to participate in loading and offloading work if such work is carried out on a piecework basis or in connection with loading and unloading, but they must assist in ensuring the correct positioning of goods on the lorry. When goods are loaded onto the lorry they must receive the goods on the lorry, and in connection with unloading they must bring the goods down from the lorry.

When a driver is not driving, cleaning or inspecting the lorry, he or she must participate in other ordinary work.

15. Definitions of hourly paid workers and workers on full pay

15.1 Hourly paid workers

Hourly paid workers are workers who are paid per hour worked. Such workers are paid in the form of contributions to a savings scheme, for example for work on weekday holidays, where the employer sets aside 6.75% of wages with holiday entitlements to cover loss of earnings on leave days.

15.2 Workers in a full-pay scheme

Workers enrolled in a full-pay scheme are workers who are paid for each working week or month performed and whose weekly or monthly wages are not reduced if they do not work on weekday holidays. The term employment on a weekly pay basis is also used for the full-pay scheme, but in this agreement full-pay scheme is used consistently.

15.3 Transition between hourly pay and full pay

Unless otherwise agreed, workers are paid hourly rates.

Following local discussions between the shop steward and the management in the enterprise, the management may decide on transition from payment on an hourly basis to payment under a full-pay scheme, or from a full-pay scheme to payment on an hourly basis. If no shop steward has been elected, the local 3F branch must be involved in the discussions. Transition from one scheme to the other must take effect at the end of a calendar year, and notice must be given on 1 November at the latest.

The 3F Transport Group is entitled to take legal proceedings in the event of misuse.

15.4 Pay period

The pay period is the period used for calculation of pay and disbursement of it to employees. A pay period may be two weeks, four weeks, half a month or a full month, irrespective of whether the employee is employed as an hourly paid worker or as a worker in a full-pay scheme. The conversion factor is given in clause 20.

16. Definition of full pay

16.1 The following definition of full pay is used in this Collective Agreement on Warehouse Work in connection with

- pay during sickness; see clause 23
- sickness of a child; see clause 241
- hospitalisation of a child; see clause 25
- maternity and paternity leave; see clause 26
- employees covered by a full-pay scheme who take time off as set out in clause 2.

16.2 In this agreement full pay is used to indicate the loss of earnings suffered by an employee when he or she does not work in one of the situations listed above.

Full pay is the employee's usual pay including permanently anticipated allowances. The following allowances are included to the extent that they are generally foreseeable

- Work-related allowances
- Enterprise-related allowances
- Skills allowances
- Personal allowances
- Allowances for staggered hours
- Shift work allowances
- Allowances set out in a production allowance agreement, unless otherwise agreed in the production allowance agreement. If the P-pay agreement has been temporarily suspended, the permanent temporary allowance is payable, as it is considered to be a fixed allowance that could be expected.

The full-pay scheme does not include overtime.

17. Pay systems aimed at increasing productivity

17.1 The parties agree that the introduction of pay systems aimed at increasing productivity, for example bonus schemes, job assessment schemes and similar, is recommendable. Growing use of such systems can be achieved with technical assistance from the organisations.

17.2 The payment factor in productivity-increasing pay systems is DKK 41.00.

17.3 This provision may be supplemented and deviated from in local agreements; see clause 29.

18. Travelling time

18.1 Travelling time

Unless otherwise agreed travelling time both within and outside normal working hours is payable at the average pay earned over the preceding four weeks.

18.2 Transport time

Allowances are only payable for the part of the transport time that exceeds the employee's normal transport time from his or her home address to the enterprise and back.

If it has been agreed that the employee uses his or her own vehicle, the mileage allowances laid down by the central authorities are only payable if the distance from the employee's home address to the place of work and back exceeds the distance between the employee's home address to the enterprise and back. Mileage allowance over and above wages (see clause 1) is only payable for the additional distance.

18.3 This provision may be supplemented and deviated from in local agreements; see clause 29.

19. Young workers

The wages payable to workers under the age of 18 are fixed as the following percentages of the standard wages payable to adult workers.

- 17-year old workers 80%
- Others 60%

The above percentages are used as a basis for payment of supplements laid down in the collective agreement and in connection with production supplement schemes or similar schemes.

20. Pay period – disbursement of wages

Whenever it is found expedient, the employer may extend the pay period to settlement every two weeks, every four weeks, bimonthly or monthly. If pay is settled on a monthly or bimonthly basis a conversion factor of 4.35 and 2.18 respectively is used. For a worker working 37 hours a week, this corresponds to a monthly standard of 160.95 hours.

Pay disbursement must take place as soon as possible after the end of the pay period.

If monthly pay disbursement is introduced, an amount on account is payable on request at the middle of the month, corresponding to the standard pay laid down in the collective agreement for hours of work performed in the first half of the month.

Disbursement of pay for overtime work, shift work and other varying supplementary payments may be deferred until the next payment period.

Wages may be paid in cash or by bank transfer.

Each individual employee may freely decide to which bank the pay is to be transferred.

In connection with a transition to monthly disbursement of pay, the enterprise pays a once-off lump sum of DKK 150 to each employee covered by the scheme.

It is advisable to design payslips used for hourly paid workers so that they show the balance on the discretionary holiday account.

This provision may be supplemented and deviated from in local agreements; see clause 29.

21. Notice of termination

21.1 Employees who have been employed in the same enterprise without any interruptions other than those stated below are entitled to the following notices of termination:

Notices by the employer:

- After 1 year of employment 14 calendar days
- After 2 years of employment 28 calendar days
- After 5 years of employment 56 calendar days

Notices by the employee:

- After 1 year of employment 7 calendar days
- After 2 years of employment 14 calendar days
- After 5 years of employment 14 calendar days

21.2 Workers who have been employed for four weeks on a full-pay scheme with the employer in question are entitled to seven days' notice until they have reached a seniority of one year. Such notice applies from the end of a pay week or from the end of a calendar week if there is no pay week.

21.3 Absence due to sickness or injury is not considered to be interruption of seniority if such absence has been reported to the employer without undue delay. The same applies to drafting for military service if the worker is reemployed in the enterprise immediately after discharge.

21.4 Employees with three years' seniority in the enterprise cannot be made redundant in the period during which they are entitled to sick pay; see clause 23.3. This provision only applies if the intended redundancy was without fault on the part of the worker in question.

In connection with large-scale layoffs or the expiry of haulage contracts, employees may be made redundant during sickness. It is not a requirement in connection with large-scale layoffs that they are covered by the Danish Act on Collective Redundancies.

21.5 Employees with nine months' seniority in the enterprise cannot be made redundant in the first two months after documented incapacity for work resulting from an injury sustained through no fault of their own while they were working for the enterprise.

21.6 The notice requirement lapses in connection with unemployment caused by

work stoppage by other workers, in the event of a machine breakdown, in case of shortage of materials or events due to causes beyond reasonable control.

If a worker terminates the employment relationship without due cause, the worker will be liable to pay a penalty corresponding to one week's wages. The 3F Transport Group will help ensure that such penalties are paid.

21.7

- 1.** Employees who are made redundant as a result of restructuring, downsizing, company closure or other factors relating to the enterprise enjoy the rights outlined below, depending on their seniority.
- 2.** All employees are entitled to paid time off for up to two hours, which must be taken as soon as possible after the redundancy and with due consideration of the enterprise's production activities, so that they can seek guidance from their unemployment insurance fund/trade union.

Employees with at least twelve months' uninterrupted employment in the enterprise who have not completed an assessment of prior skills at the date when their employment ends are entitled to such assessment as set out in clause 36.4, A (b). Employees are entitled to paid time off for up to one working day, including the two hours of work mentioned above, if such time off is necessary to complete the assessment.

- 3. a.** Employees with at least twelve months' uninterrupted employment in the enterprise are entitled to participate in a training programme of their own choice for up to two weeks in the period between the notice of termination and the last day of employment, provided that
 - the employee chooses a training programme offered under the AMU, FVU or similar schemes for which public wage loss compensation is granted, and
 - course participation takes place in the notice period.
- b.** Subject to the same conditions, employees are entitled to participate in training programmes of up to two weeks' duration immediately following the original notice period. In such a scenario their notice period may be extended to include the training period, but only by two weeks and only provided that they can document that it is not possible to participate in the training programme in the original notice period. In return for this right, employees must notify the enterprise in writing as soon as possible and not later than by the end of the first week after being made redundant whether they wish to make use of the right to training for up to two weeks.

The employer is not required to give additional notice of dismissal if the last day of employment is postponed.

22. Severance pay

22.1 If an employee who has been employed in the same enterprise for an uninterrupted period of 3, 6 or 8 years is laid off through no fault of his or her own, the employer must provide special severance pay of 1, 2 or 3 times DKK 5,000 respectively when the employees ceases to be employed in the enterprise.

22.2 The provision in clause 22.1 does not apply if the employee in question has found other employment, receives a pension or for some other reason is not eligible for unemployment benefits at the time he or she leaves the enterprise. In addition, no severance pay is payable to employees employed on terms and conditions similar to those of salaried workers or employees otherwise entitled to severance pay, an extended notice period or similar special conditions that give them better rights than those provided by the general provision on notices set out in the collective agreement

22.3 Employees who receive payments under clause 22.1 and who regain their prior seniority if they are reemployed by the enterprise will not be entitled to compensation under this provision again until the conditions set out in 13.1 are met in relation to the new term of employment.

22.4 For part-time workers, the severance pay is payable proportionately.

Note: The parties agree that this provision does not apply in connection with summary dismissal, no matter what specific terminology is used, as long as the employment relationship is interrupted in a way that can be characterised as being temporary. If an interruption of the relationship that was temporary at first later proves to be permanent, the enterprise's obligation under the provision applies again.

23. Pay and benefits during sickness and in connection with injury

In the event of sickness the provisions of the Danish Act on Sickness Benefit apply.

23.1 The employer must pay full wages during sickness and in connection with injury to employees who have been employed in the enterprise for an uninterrupted period of at least six months. The employee must meet the

conditions for being eligible for sick pay from the enterprise pursuant to the provisions of the Danish Act on Sickness Benefits.

Seniority in the enterprise is not deemed to be interrupted in the following cases:

- Sickness for up to three months
- Conscription for military service for up to three months
- Leave in connection with pregnancy and childbirth
- Interruption of work due to machine stoppage, lack of materials or similar causes, provided that the employee resumes work when this is offered.

In permanent workplaces it is a requirement that the employee has accrued at least six months' seniority in the enterprise over the preceding 18 months.

23.2 The employer pays sick pay to employees for up to 70 days, counting from the first full day of absence.

In the event of relapse in connection with the same disease within a period of 14 calendar days beginning with the first working day after the end of the preceding period of absence, the period during which the employer must pay is counted from the first day of the first period of absence.

23.3 Sick pay is the unemployment benefit to which the employee is entitled plus the difference up to full pay; see clause 16.

The basis for calculating sick pay is the employee's expected loss of earnings per working hour, including systematic hardship allowances in the sickness period. If such amounts are not known, the calculation basis is the employee's earnings per working hour over the four weeks preceding the absence, including systematic hardship allowances but excluding irregular payments that are not related to the hours of work performed in the period concerned.

If the number of working hours performed in the preceding four weeks is not known, the number of hours is calculated as set out in the Danish Act on Sickness Benefits (the ATP rules), and sick pay for up to 37 hours a week is calculated as the number of hours computed multiplied by the employee's full wages; see above.

The definition of full pay (see clause 16) does not affect an employee's right to claim sickness benefit under the Danish Act on Sickness Benefits.

Holiday allowance relating to sick pay is calculated as set out in clause 28.

23.4 If an agreement has been made in pursuance of section 56 of the Danish Act on Sickness Benefits, the employer solely pays sickness benefits in accordance with the relevant provisions of the Act, unless the absence is due to a kind of sickness other than that on which the section 56 agreement is based.

23.5 Employees who become sick before the start of normal working hours on a day on which time off in lieu was to be taken are not required to take time off in lieu. If several days of time off in lieu have been planned, the same rule applies to the subsequent days off in lieu.

It is a condition that the employee reports sick in accordance with the rules applying in the enterprise.

Note: The right to payment lapses if local authority reimbursement of sick pay is discontinued because of the employee's neglect of the duties set out in the Act on Sickness Benefits.

If the employer has already paid sick pay or sickness benefits to an employee, the employer is only entitled to offset an amount corresponding to the lost sickness benefit reimbursement in the period before discontinuation against the employee's wages.

24. Children's sickness and childcare days

24.1 Children's sickness

Employees with at least nine months' seniority in the enterprise are entitled to time off with full pay (see clause 16) if such time off is necessary to enable them to take care of their sick child/children under the age of 14. This provision only applies to the child's first full day of sickness.

If a child becomes sick during the daily hours of work of an employee and the employee has to leave the workplace because of such sickness, the employee is entitled to time off with full pay (see clause 16) in the remaining hours of work of that day.

If the child is still sick after the first full day of sickness, the employee is entitled to one additional day off. The employee will not receive his or her usual pay for this day, but is entitled to receive an amount from his or her special savings. Payment from special savings in connection with such an additional day off is subject to the same rules as those applying to the optional pay account for hourly paid workers in the enterprise; see clause 2.3.

24.2 Medical appointments in connection with a child's sickness

From 1 May 2020, workers and employees with at least nine months' seniority who are enrolled in a training programme and entitled to time off in connection with a child's first day of sickness are entitled to time off to attend medical appointments with the child. Employees who wish to take time off for medical appointments must notify the employer of this as soon as possible.

Time off for medical appointments is not payable by the employer, but the employee may receive an amount from his or her special savings corresponding to the actual absence. Payments from special savings in connection with time off for medical appointments with a child is subject to the same rules as those applying to the optional pay account; see clause 2.3.

24.3 Childcare days

Employees with at least nine months' seniority who are entitled to time off on a child's first day of sickness may take two childcare days in each holiday year. Employees may not take more than two childcare days a year no matter how many children they have. The right to childcare days only applies in relation to children under the age of 14.

The childcare days must be taken at a time mutually agreed by the employer and the employee with due consideration of the enterprise's interests.

Childcare days are taken without pay, but the employee may receive an amount from special savings corresponding to 74 normal hours of work; see clause 4.

The following applies from 1 May 2020:

Employees with at least nine months' seniority who are entitled to time off on a child's first day of sickness may take 1.33 childcare days in the period from 1 May 2020 to 31 December 2020. An employee may not take more than 1.33 childcare days in the period no matter how many children he or she has. The right to childcare days only applies in relation to children under the age of 14.

The childcare days must be taken at a time mutually agreed by the employer and the employee with due consideration of the enterprise's interests.

Childcare days are taken without pay, but the employee may receive an amount from special savings corresponding to 74 normal hours of work; see clause 4.

The following applies from 1 January 2021:

Employees with at least nine months' seniority who are entitled to time off on a

child's first day of sickness may take two childcare days in each calendar year. An employee may not take more than two childcare days in each calendar year no matter how many children he or she has. The right to childcare days only applies in relation to children under the age of 14.

The childcare days must be taken at a time mutually agreed by the employer and the employee with due consideration of the enterprise's interests.

Childcare days are taken without pay, but the employee may receive an amount from special savings corresponding to 7.4 normal hours of work; see clause 4.

25. Children's hospitalisation

Employees are granted time off with full pay (see clause 16) if it is necessary that they are hospitalised together with a sick child under the age of 14. This also applies in connection with full or partial hospitalisation at home.

Only one parent who has custody of the child is entitled to such time off, and the right to time off with full pay may not exceed one week per child within a twelve-month period.

On request, the employee must provide documentation of the hospitalisation.

Where applicable, compensation granted by local authorities is payable to the enterprise.

26. Maternity, paternity and parental leave

26.1 The employer pays full wages in the leave period to employees who on the expected date of delivery have been employed in the company for nine months without interruption, see clause 23.1. Payment starts four weeks before the expected date of delivery (pregnancy leave) and continues for up to fourteen weeks after delivery (maternity leave).

Adoptive parents receive full pay during adoption leave (14 weeks from receipt of the child). The amount payable includes the statutory maximum unemployment benefits.

For more information about full pay, see clause 16.

Note: During the 14 weeks of maternity leave, increased pension contributions are payable; see clause 27.

26.2 Full pay is also payable for up to two weeks during paternity leave.

The following applies until 1 July 2020:

26.3 The employer pays wages for up to 13 weeks of parental leave. Each parent is entitled to take five of the 13 weeks.

If leave earmarked for one parent is not taken, no payment will be made. Payment for the remaining three weeks will go to one of the parents.

Payment in the 13 weeks corresponds to full pay.

The 13 weeks of leave must be taken within the first 52 weeks after delivery.

For payroll reasons and unless otherwise agreed, employees must tell the employer three weeks in advance when they wish to take leave with pay. This notice requirement is in line with the provisions of section 15 of the Danish Act on Maternity/Paternity Leave.

The leave of either parent cannot be divided into more than two periods unless otherwise agreed.

It is a condition of pay during leave that the employer is entitled to a refund equivalent to the statutory maximum unemployment benefit rate. If the refund is lower, the employer's payment to the employee is similarly reduced.

With effect from 1 July 2020, the above provision is replaced by the following:

In addition, the employer pays full wages during up to 16 weeks of parental leave. The amounts paid in those 16 weeks are equivalent to the wages the employee would have earned in the same period.

Of the 16 weeks of leave, the parent who takes maternity/paternity leave is entitled to five weeks' leave, while the other parent is entitled to eight weeks of leave.

If leave earmarked for one parent is not taken, no payment will be made. Payment for the remaining three weeks will go to one of the parents.

The 16 weeks of leave must be taken within the first 52 weeks after delivery.

Unless otherwise agreed, three weeks' notice of the 16-week leave must be given.

The leave of either parent cannot be divided into more than two periods unless otherwise agreed. It is a condition of pay during leave that the employer is entitled to a refund equivalent to the statutory maximum unemployment benefit rate. If the refund is lower, the employer's payment to the employee is similarly reduced.

26.4 All agreements on employer payment in connection with leave relating to childbirth that may exist will lapse.

27. Pension

Employees aged 20 or more who were already admitted to PensionDanmark or a similar labour market pension scheme in another employment relationship, or who have worked for at least two months within the preceding two years under a nationwide collective agreement to which the 3F Transport Group is a party are covered by a labour market pension scheme managed by PensionDanmark.

The pension contribution amounts to a total of 12% of the workers taxable income. The employee pays 4% of the contribution; the employer pays 8%.

If an agreement on a healthcare scheme has been made, contributions to such a scheme are included in the total pension contribution.

The employer withholds the employee contribution and pays it together with the employer contribution.

If PensionDanmark has told the employer that the pension fund has started paying retirement pension to an employee, the employer may stop paying pension contributions for that employee. Instead, the employer's pension contributions must be paid on an ongoing basis together with the wages earned.

Pension contributions disbursed in that way are not associated with any entitlements to holiday pay, as the amount includes holiday allowance.

Pension payments to employees above retirement age

If an employee is still working after having reached the official retirement age, he or she may decide whether contributions to pension savings are to continue (if possible) or whether pension contributions are to be disbursed as wages. If the employee does not make a decision concerning disbursement, the employer continues to pay contributions to the pension scheme. This provision applies to employees who reach the official retirement age on or after 1 May 2020.

Pension contributions disbursed in this manner are not associated with any holiday entitlements as the amounts include holiday allowance.

Extra employee contribution to pension scheme

Employees may ask the employer to regularly pay contributions to the pension scheme. Such a request, including a request to stop/change extra payments of employee contributions, may be made once a year with effect from 1 December. Extra contributions must be a fixed amount in Danish kroner.

Any administrative expenses associated with such contributions are of no concern to the employee. Extra contributions are exclusively used to increase savings.

Increased pension contributions during maternity leave

During the 14-week maternity leave, an additional pension contribution is paid to employees who are eligible for pension at the due date.

Pension contributions:

	Per hour	Per month
Employer contribution	DKK 8.50	DKK 1,360.00
Employee contribution	DKK 4.25	DKK 680.00
Total contribution	DKK 12.75	DKK 2,040.00

For part-time employees, the contributions payable match the hours of work agreed.

See Annex 13 Protocol on newly admitted enterprises and pension.

28. Annual leave and holiday allowance

28.1 Days of holiday are granted and taken in compliance with the holiday legislation in force from time to time and with the holiday scheme agreed between the parties to the collective agreement from time to time.

28.2 The employee and the employer may agree that days of holiday in excess of twenty days accrued but not taken may be transferred to the next holiday period. The agreement must be in writing as set out in Annex 15 including Annex A.

28.3 Calculations of holiday allowances during sickness and in connection with injury must be based on pay conditions and a daily wage rate of DKK 1,078.18, so that the daily holiday allowance is DKK 134.77 calculated for five days for each week of absence. As per 1 March 2021, the rates are DKK 1,101.86 and

DKK 137.73. As per 1 March 2022 they are DKK 1,125.17 and DKK 140.65.

See Annex 15: Protocol on holiday

29. Local agreements

29.1 Local agreements may be made in an enterprise. Such agreements are made between the shop steward and management. If no shop steward has been elected, local agreements may be made with the local branch of 3F.

Deviation from and addition to the provisions of clauses 17, 18 and 20 of the collective agreement is allowed in local agreements.

Agreements containing deviations from the collective agreement must be in writing. Such local agreements must be sent to the organisations for information.

29.2 The following also applies:

a. In connection with local agreements, additions to and deviations from clauses 1.2 and 1.3 and Annex 2 and Annex 3 of the collective agreement are allowed. In agreements about varying weekly hours of work, deviation from the average 37 standard weekly hours of work and the maximum 42 standard weekly hours of work is not allowed. Agreements containing deviations from clauses 1.2 and 1.3, provisions on pay that deviate from the provisions in the collective agreement concerning payment for overtime work to warehouse workers (clause 13) and drivers (clause 14) may likewise be made.

Agreements containing deviations from the collective agreement must be in writing, and they must be sent to the organisations for information immediately after they have been made.

b. Local agreements on local wages may be made; see clause 7.5. Agreements on local wages must be in writing and must be sent to the organisations for information immediately after they have been made.

29.3 Local agreements made in accordance with clause 29.1 and 29.2 (2a) may be terminated by either party with two months' notice with effect from the first day of a month, unless another notice period has been agreed.

Local agreements made in accordance with clause 29.2 (2b) may be terminated with six months' notice for the end of a month or, in the case of workers being paid every two weeks, the end of a pay period.

In the event of termination, the party terminating the agreement must initiate local agreements about such termination. If the parties do not reach agreement, the matter must be subjected to a mediation meeting.

29.4 The parties will remain bound by the terminated agreement until the provisions of clause 29.3, para 3 are met.

30. Management of industrial disputes

The provisions set out in Annex 7 Rules on the resolution of industrial disputes apply.

31. Shop stewards

31.1 Where are shop stewards elected?

In any enterprise or, in the case of large enterprises in any division of an enterprise, with five employees or more, the employees in the enterprise or division elect a person amongst themselves to be their representative in relation to management or a representative of management. In enterprises or divisions with fewer than five employees, no shop steward is elected unless requested by both parties.

31.2 Who can be elected shop steward?

Shop stewards are elected among organised workers recognised for their skills who have worked in the enterprise for at least one year.

If there are not at least five such workers, the workers who have been employed the longest time will be added.

In this context an enterprise is defined as a geographically delimited unit.

Note: A shop steward who makes a training agreement with the enterprise in pursuance of the Danish Act on Vocational Education and Training may continue as a shop steward, provided that he or she works with his or her electorate in work practice periods.

31.3 Election of shop steward

The election of a shop steward must be organised in such a way that all organised employees working in the enterprise or division at the time of the election are able to participate in the election, which will only be valid if at least one-third of the organised workers employed have voted for a person as shop steward.

In addition, the election is not valid until it has been approved by the 3F Transport Group and the Danish Chamber of Commerce – Employers has been notified of it as regards the enterprises in question. The Chamber of Commerce may lodge an objection to the election with the 3F Transport Group.

The 3F Transport Group consents to the enrolment of workers elected as shop stewards who have not previously completed shop steward training in such a training programme as soon as possible after their election. The Danish Chamber of Commerce – Employers undertakes to help ensure that newly elected shop stewards are given the time off needed to participate in the training programme.

31.4 Substitute for shop steward

If a shop steward is absent due to sickness, holiday, participation in a training programme or similar, a substitute may be appointed in agreement with the employer. In the period during which such a substitute works as shop steward, he or she enjoys the same protection as the elected shop steward if he or she meets the conditions for being elected shop steward set out in clause 31.2.

31.5 Joint shop steward

In enterprises where three or more shop stewards are elected, the shop stewards may elect a joint shop steward amongst themselves. The responsibility of the joint shop steward is to coordinate union-related matters raised by the shop stewards and to assist them in union-related activities, for example matters relating to local agreements, welfare issues, major layoffs and payroll systems. Management may also ask the joint shop steward to coordinate matters of the same nature presented by management.

Once a joint shop steward has been elected, management must be notified of the election in writing.

31.6 Other options for election

If there is local agreement about it, elections of one or more shop stewards other than those mentioned in 31.1, 31.3, 31.4 and 31.5 may be agreed.

31.7 Cooperation and responsibilities

It is the duty of the shop steward and of the employer and the employer's representative to do their utmost to maintain and further good cooperation in the workplace.

The shop steward represents all workers in the enterprise or the division who come under the umbrella of this collective agreement. In connection with local negotiations and the conclusion of local agreements (see clause 29), both the shop

steward and management must be authorised to enter into binding agreements for all workers.

However, the shop steward is only entitled to present proposals, recommendations and complaints filed by members of 3F to management.

If no satisfactory outcome is achieved following a request by the shop steward, the shop steward is free to ask an organisation to deal with the matter, but work must continue without interruption until the result of the organisations' consideration of the matter is known.

31.8 Spokesperson

In enterprises using shift work, the shop steward may, if he or she is not working a shift and at least four workers work that shift, designate a spokesperson who on the shop steward's behalf can obtain information about and settle any disagreements that may arise if circumstances are such that the matter cannot be brought before the shop steward later.

31.9 Responsibilities during hours of work

(A) The shop steward must be granted enough time to carry out his or her duties as a shop steward. However, the time granted must be such that disruption of the shop steward's productive work is kept to a minimum.

If it is necessary for the shop steward to leave his or her work position during hours of work to carry out his or her responsibilities as a shop steward, he or she must notify the employer or the employer's representative in advance.

Shop stewards who work as drivers must notify the employer or the employer's representative at least one day in advance, stating the time and the duration.

(B) A representative of the local branch may go to the enterprise to discuss local matters with management, provided an appointment has been made in advance.

(C) The shop steward must insofar as possible be kept informed of anticipated hiring and firing and is also entitled to take legal proceedings with regard to industrial dispute resolution in the event of unreasonable aspects relating to the employment or dismissal of workers.

If the employer informs the shop steward about employment and dismissal when requested to do so, the employer cannot be ordered to pay a penalty unless it is a matter of systematic breach of the provision.

(D) The shop steward must have all access to all IT facilities needed to carry out his or her work, including access to the internet.

31.10 Remuneration and fees

(A) Remuneration

If notification has been given as set out in 31.9 para A, or if management requests the attendance of the shop steward during working hours regarding matters relating to the enterprise and the workers, the shop steward must be paid his or her average earnings over the preceding quarter of the year for the time spent on such matters.

For meetings outside normal hours of work held at the request of the employer, the shop steward must be paid overtime rates for hours that exceed his or her normal hours of work.

The guidelines for works councils apply to works council meetings.

Para B Fees

Shop stewards elected in accordance with the provisions of this collective agreement receive an annual fee, of which 50% is paid every six months. The amount is paid as compensation for the shop steward's performance of his or her duties outside normal working hours. It is not associated with any pension or holiday allowance entitlements.

The electoral base is computed in connection with a new shop steward election and subsequently once a year. If the position of shop steward ceases to exist, the fee will lapse.

It is a condition for payment of the fee that the shop steward has completed the basic training programme provided by the 3F Transport Group, which currently lasts four weeks.

The fee payable is as follows:

- with an electorate of 49 or fewer workers: DKK 9,000 annually;
- with an electorate of 50-99 workers: DKK 16,500 annually;
- with an electorate of 100 people or more: DKK 33,000 annually.

As regards joint shop stewards, the number is calculated as the sum of the workers represented.

If an agreement on remuneration of the shop steward has already been made in the enterprise, such fee may be set off against the fee mentioned above.

31.11 Chair of local union club

If the workers in an enterprise or a division of an enterprise establish a local union club or a similar entity, the shop steward must be the chair of such a club or entity.

31.12 Dismissal of shop steward

Dismissal of a shop steward must be justified by compelling reasons, and management must give the shop steward five months' notice of termination of his or her employment. However, if a shop steward has held that office for an uninterrupted period of at least five years, he or she is entitled to six months' notice.

If the reason for the dismissal is shortage of work, the duty of giving notice in accordance with this provision lapses.

Note: The parties remain in agreement that a shop steward can never be dismissed with a period of notice that is shorter than his or her individual notice period.

31.13 Dismissal procedure

If an employer finds there are compelling reasons as set out in clause 31.12 to dismiss a shop steward elected in accordance with the provisions of clauses 31.1 to 31.3, the employer must contact the Danish Chamber of Commerce – Employers, who can then take up the matter in accordance with the rules on industrial dispute resolution.

In such a scenario, a mediation meeting must be held not later than seven calendar days after the request for mediation was received, and industrial dispute resolution must generally be promoted as far as possible.

The employment relationship of a shop steward normally cannot be discontinued in the notice period until 3F has had an opportunity to review the justification of the dismissal in an industrial dispute procedure.

If it is established in connection with the industrial dispute procedure that there are compelling reasons for dismissal, the notice of termination will be considered to have been given at the time of the receipt of the request for mediation.

31.14 Notice of termination after resigning position

A shop steward who ceases to hold that position after having held it for at least one year and who remains employed in the enterprise is entitled to a period of notice of eight weeks over and above the notice set out in clause 21 for a period of twelve months after his or her resignation from the position of shop steward.

For shop stewards employed on conditions similar to those of salaried workers (see Annex 6), the individual notice period is extended by eight weeks. This extended notice period is a deviation from section 2 of the Danish Act on Salaried Employees, which states that a salaried employee resigns at the end of a month. This is favourable to the employee

This rule solely applies to shop stewards who have resigned their position.

31.15 Updating of skills of resigned shop stewards

An employee who ceases to be a shop steward after having held that position for an uninterrupted period of at least three years and who remains in the employment of the enterprise is entitled to talks with the employer about his or her need for updating of skills. This talk must take place when requested by the employee, but not later than one month after the employee resigned as shop steward. One element of discussions must be to determine whether there is a need for updating of skills and how such updating can be achieved. If agreement cannot be reached, the employee is entitled to three weeks of updating of skills. After having been a shop steward for six consecutive years, the employee is entitled to six weeks of updating of skills.

The employee receives full pay during updating of skills. It is a prerequisite that statutory wage compensation can be obtained for the training activities, for example VEU compensation. Compensation for loss of earnings goes to the enterprise.

In connection with updating of skills it is possible to obtain financial support from the Skills Development Fund for Transport and Warehouse Workers (TLK) in line with the support available in connection with agreed training; see clause 16.4, para C.

31.16 Health and safety representatives

(A) Protection

Health and safety representatives enjoy the same protection as shop stewards.

(B) Duties

Health and safety representatives must help increase the awareness of workers and management of all aspects of health and safety at work.

Together with management and the shop steward, the health and safety representative ensures that strategic jobs are carried out under the auspices of the health and safety organisation, or a special cooperation forum. The health and safety representative must be pivotal in systematic health and safety work relating

to the development of workplace assessments (APV). It is a shared responsibility that sickness absence is included in the workplace assessment work. In this context the health and safety representative must discuss health and safety against the backdrop of existing relevant statistical material.

The health and safety representative must be involved in the prevention of accidents through analysis and learning. In addition, the health and safety representative acts as an ambassador who must ensure the involvement of workers and work to ensure extensive transformation towards the achievement of new ambitious climate goals.

(C) Participation in relevant health and safety training

By agreement with the employer, the shop steward can take the time off needed to participate in relevant health and safety training organised by the union organisations.

Such access to participate in union health and safety training does not affect the shop steward's rights and duties as regards statutory health and safety training.

Participation in voluntary health and safety training does not entail payment under section 10(1) of the Danish Health and Safety Act.

The 3F Transport Group is committed to ensuring that workers who are elected to serve as health and safety representatives and who have not already completed health and safety training complete such training as soon as possible after their election. The Danish Chamber of Commerce – Employers undertakes to help ensure that newly elected health and safety representatives have the time off needed to participate in the training activities.

(D) Access to IT facilities

In order to be able to perform his or her duties, the health and safety representative must have the same access to IT facilities as that accorded to shop stewards under clause 9(D).

(E) Time for the performance of duties

The health and safety representative must be given the time needed to perform his or her duties to an extent that is reasonable in relation to the nature of the activity in question and the associated health and safety standard. However, such time must be organised in such a way as to cause a minimum of disturbance to the representative's productive work.

This means that the health and safety representative must be given time off to

perform his or her duties in accordance with the health and safety rules and regulations, including participation in meetings and training activities.

31.17 European works councils

Members of European works councils enjoy the same protection as shop stewards.

32. Access to payroll information

32.1 The purpose of this provision is to prevent wage dumping. It can be used to demand disclosure of payroll information with a view to obtaining an overall or general insight into payroll conditions in the enterprise, including general clarification of the possibility of instituting dispute resolution proceedings against the enterprise.

32.2 In the event that a shop steward solemnly declares himself or herself to have information that gives reason to believe that wage dumping takes place in relation to an individual employee or a specifically delimited group of employees in the enterprise, the shop steward is entitled to be given access to the information needed to assess whether wage dumping takes place; see however clause 32.4.

Before making such a demand, the shop steward must unsuccessfully have sought to obtain the payroll information himself or herself.

The 3F Transport Group can demand to be given the payroll information on the same conditions as the shop steward.

32.3 If the demand concerns an individual employee, the consent of that employee is required.

If the demand concerns a group of employees, payslips will be handed over without consent, provided that anonymity is ensured.

32.4 If there is disagreement in a member enterprise concerning the submission of information or if the 3F Transport Group has filed a request for submission of information with the Danish Chamber of Commerce – Employers, a meeting of organisations must be held immediately at the request of the 3F Transport Group with a view to discussing the matter, including the information to be submitted.

Once information has been submitted by the enterprise, the organisations must meet again. If it is established that there is compliance with the provisions of the collective agreement, the process is discontinued.

If it is established that the provisions of the collective agreement are not met, the Danish Chamber of Commerce – Employers must contact the enterprise at the request of the 3F Transport Group in order to instruct the enterprise to take corrective action. The Chamber of Commerce – Employers must send a copy of its request to the 3F Transport Group. If the matter is not resolved quickly, the 3F Transport Group may pursue the matter further.

If no agreement can be reached during negotiations as to whether the collective agreement has been observed, the 3F Transport Group may take the matter directly to industrial arbitration or a joint meeting.

32.5 The payroll information submitted must be treated as confidential information and may only be used in relation to industrial dispute resolution of the matter of wage dumping and may not be publicised in any way unless the matter has been finally resolved by industrial arbitration or by the Labour Court.

32.6 The parties agree to discuss the effect of this agreement on a regular basis during the term of this collective agreement.

33. Transfer of seniority from temporary staff agency to user enterprise

As long as an agency worker is employed by an agency, the agency worker will only earn seniority in the agency and not in the user enterprise.

However, if an agency worker has worked with a user enterprise for at least three months without interruption, his or her seniority will be transferred from the agency to the user enterprise at the request of the agency worker in the following cases:

- The agency work in the user enterprise stops due to lack of work in the user enterprise and the agency worker becomes permanently employed in the user enterprise in continuation of the agency work within ten days of the discontinuation of the agency work.
- The agency worker is employed by the user enterprise in direct continuation of the agency work.

Only seniority from the most recent work in the user enterprise will be transferred.

34. Subcontractors and agency workers

34.1 Enterprises not covered by a collective agreement

At the request of the shop steward or the 3F Transport Group, the enterprise must state which subcontractors are carrying out tasks for the enterprise in the fields of work covered by the collective agreement. The information must include the name of the enterprise and the address that the subcontractor has given the enterprise. No information about the subcontractor may be passed on or publicised in any way.

If an enterprise that is not covered by a collective agreement and works as a subcontractor to an enterprise that is a member of the Danish Chamber of Commerce – Employers is affected by lawfully called or initiated industrial action in support of a demand for a collective agreement, and if the enterprise has been lawfully notified of secondary action against it, the 3F Transport Group may submit a request to the Danish Chamber of Commerce – Employers asking for a meeting concerning the situation. The matters discussed at the meeting may include the work areas affected by the secondary action. Similarly, the Danish Chamber of Commerce – Employers may contact the 3F Transport Group. All relevant background information must be presented at the meeting or sent to the other party to the collective agreement as soon as possible.

34.2 Membership of the Danish Chamber of Commerce – Employers

The parties agree that in such situations the subcontracting enterprise can be accepted as a member of the Danish Chamber of Commerce – Employers and be covered by the collective agreement even though industrial conflict has been called or initiated.

34.3 Agency workers

At the request of the shop steward or the 3F Transport Group the enterprise must state which agencies are carrying out tasks in the enterprise in the areas covered by the collective agreement. The information must include the name of the agency and the address that the agency has given the enterprise.

If an agency providing agency workers to an enterprise that is a member of the Danish Chamber of Commerce – Employers is affected by lawfully called or initiated industrial action in support of a demand for a collective agreement and lawful secondary action against a member enterprise has been called, either party to the collective agreement may request a meeting similar to that described in clause 34.1.

The purpose of the meeting should be to achieve a negotiated solution in order to

avoid collective action. In such a scenario the agency may be admitted as a member of the Danish Chamber of Commerce – Employers and be covered by the collective agreement even though industrial action has been notified or initiated.

34.4 Determination of whether an external enterprise is carrying out agency work

1. In order to quickly determine whether agency work is carried out in specific cases, the shop steward in the user enterprise may request information from the user enterprise concerning external enterprises carrying out work for the user enterprise of a nature that could otherwise logically be carried out by the user enterprise's own employees.
2. The request must be related to one or more external enterprises working for the user enterprise.
3. If the parties still disagree as to whether the work is agency work after they have exchanged information locally and have discussed the matter, the 3F Transport Group may ask the Danish Chamber of Commerce – Employers to arrange a clarifying meeting. Minutes of the local discussions must be forwarded together with the request for such a meeting.
4. The 3F Transport Group may also request a clarifying meeting to be organised by the Danish Chamber of Commerce – Employers in the event that no local discussion of an external enterprise's work for the user enterprise has been possible because no shop steward had been elected in the user enterprise.
5. A clarifying meeting must be held as soon as possible and not later than seven working days after receipt of the request by the Danish Chamber of Commerce – Employers. The meeting must be held at the offices of the user enterprise unless otherwise agreed by the parties.
6. As a minimum, the following information must be provided at the meeting:
 - the name and the business registration number (P number) or RUT number of the external enterprise;
 - the name of the user enterprise's contact in the external enterprise;
 - a specification of the jobs performed by the external enterprise in the user enterprise and the anticipated time schedule for their execution;
 - a description of management and instruction powers in relation to the employees of the external enterprise.

The information may be provided orally at the clarification meeting. Minutes of

the meeting must be prepared.

35. Agency workers from agencies covered by a collective agreement

If industrial dispute resolution proceedings concerning agency workers have been initiated against a temporary staff agency that is covered by a collective agreement, the user enterprise to which the temporary worker has been sent must, at the request of one of the parties to the collective agreement, provide information about relevant local agreements and practices with regard to pay and working conditions that the enterprise has informed the temporary staff agency that it must comply with in relation to the work functions performed by the agency workers in the enterprise.

This provision does not alter the fact that the temporary staff agency alone is responsible for the employment conditions of the temporary workers. The user enterprise cannot be held responsible for any breaches of such employment conditions on the part of the temporary staff agency.

36. Skills development and training

36.1 Strengthening of training activities in the enterprise

The parties wish to strengthen cooperation on training in enterprises in order to enhance the skills of employees and to improve the competitiveness of the enterprises. A stronger and more systematic dialogue on skills development will help ensure greater awareness of the need to continuously be able to meet the challenges faced by employees and enterprises in the industry.

In order to promote such cooperation, the parties have set up the Skills Development Fund for Transport and Warehousing; see Annex 16 (Protocol on the Skills Development Fund for Transport and Warehousing).

The Fund supports training activities as set out in this collective agreement. The board of the Fund lays down specific guidelines for Fund activities.

Enterprises covered by this collective agreement pay an annual contribution to the Fund of DKK 780.00 for each full-time employee.

36.2 Local cooperation

Continuing systematic planning of the training of the enterprise's employees is recommended. The planning should include preparation of a skills/training plan

for each individual employee.

The works council (alternatively the shop steward/management) may request a visit by an organisation consultant with a view to obtaining help to initiate the training dialogue. Such a visit may be requested if one of the parties so wishes.

The personal training plan of each individual employee may be posted on the website of PensionDanmark and may, at the request of the employee, be shared by the employee and the enterprise.

Training plans form the basis of applications for support from the Fund.

If an employee so wishes, the shop steward may assist in the preparation of his or her skill/training plans.

If no shop steward has been elected, the employee is entitled to assistance from the local 3F branch.

36.3 Definition of standard wage according to collective agreements

Clause 36.4 explains when an employee is entitled to time off with standard wages as laid down in the collective agreement. According to clause 36.4(D), the maximum rate is up to 85% of the standard wage laid down in the collective agreement.

For the purposes of this agreement ‘standard wage according to the collective agreement’ means the wage that the employee would have earned for work carried out at the same time and being of the same duration as the training activity in question. ‘Standard wage according to the collective agreement’ includes personal supplements but not supplements for hardship and overtime.

36.4 Employee rights and obligations with regard to training

(A) Assessment of prior learning

All employees are entitled to time off with their usual wages as laid down in the collective agreement (see clause 36.3) to participate in assessment of their prior learning in relation to a relevant vocational training programme.

Assessment of prior learning can be done in one of the following ways:

- a.** assessment of prior learning at a vocational college;
- b.** indicative assessment of prior learning made at the website of Pension-Danmark

Employees are entitled to have an assessment of prior learning made in

accordance with (A) within six months after a request for such assessment has been made in writing to the employer.

The employer may make it a condition that the associated expenses are paid by the Fund and possibly also through loss of earnings compensation (for example VEU compensation); see clause 36.6.

(B) General basic upgrading of skills and screening

All employees are entitled to time off with standard wages as per the collective agreement (see clause 36.3) for participation in general basic upgrading of their skills in the form of preparatory adult education and training (FVU), dyslexia courses and courses in Danish as a second language.

In addition, employees are entitled to up to 4 hours off for participation in guidance and screening by approved providers of training and education prior to starting in the programmes mentioned. They must be paid the standard wages set out in the collective agreement; see clause 36.3.

The employer may make it a condition that the associated expenses are covered by the Fund and where appropriate also by loss of earnings compensation (for example SVU); see clause 36.6.

(C) Supplementary vocational training agreed between the employer and the employee

Employees who at the start of the training have at least six months of uninterrupted seniority in the enterprise are entitled to time off – at standard wages as set out in the collective agreement (see clause 36.3) and to payment of course fees – for participation in continuing vocational education and training agreed upon by the enterprise and the employee.

It is a condition that the courses in question are included in an enterprise training plan agreed between the enterprise and the employee (see clause 36.2). It is also a condition that the courses are included in ‘List A of agreed training programmes’ prepared by the board of the Fund. Deviation from the latter condition is possible if the courses are part of a training plan leading to relevant vocational education, see paragraph 3.

For employees without vocational education it is a condition for obtaining support from the Fund that the education and training activities are included in the enterprise training plan. The enterprise training plan for an employee without a vocational education is prepared on the basis of an assessment of prior learning; see (a) above. The purpose of the assessment of prior learning is to determine

which courses the employee needs to take in order to obtain relevant vocational education. The assessment of prior learning made by the vocational school leads to a plan setting out the training programmes and activities the employee must complete to reach the level of a skilled worker. The plan can be used by the employee to select programmes of his or her own choice and by the employer/employee in the preparation of an enterprise training plan. The assessment of prior learning/the plan of the vocational school and the enterprise training plan must be registered with the Fund administrator before support from the Fund can be granted.

For employees with a vocational education it is a condition for obtaining support from the Fund that the education and training activities are part of the enterprise education and training plan, which describes the programmes that are relevant for an employee's performance of his or her job in the enterprise. The enterprise education and training plan must be registered with the Fund administrator.

The employer may make it a condition that the costs incurred in relation to the education and training be reimbursed by the Fund and where appropriate through compensation for loss of earnings (for example VEU compensation); see clause 36.6.

This condition cannot be invoked in relation to statutory continuing education and training of professional drivers necessary for an employee's continued performance of his or her job.

Education and training activities under this clause must not take more than a maximum of two weeks per year.

(D) Education and training at the employee's initiative (self-elected training)

Employees with at least six months' uninterrupted seniority in the enterprise are entitled to participate in training of their own choice (self-elected training) for up to two weeks per year. If an employee remains employed in the same enterprise, he or she can accrue this right. However, the maximum period that can be accrued is six weeks over three years. The training weeks first earned must be used first.

The following conditions apply:

- Due consideration is taken to the operation of the enterprise.
- The training programmes in question are included in the 'B list of self-selected training' prepared by the Fund's board;
- The enterprise does not supplement the support obtained from the Fund and through VEU/SVU compensation

If the enterprise obtains support from the Fund (see clause 36.6), up to 85% of the standard wages laid down in the collective agreement (see clause 36.3) are paid to the employee, as payments to employees are covered by support from the Fund and where appropriate compensation for loss of earnings.

The right to training under this clause does not apply to employees whose employment has been terminated. The rights of such workers are set out in clause 21.7.

36.5 Education and training activities at the initiative of the enterprise

If the enterprise demands that an employee participate in training activities that are not covered by the provisions of clause 36.4(A), (B) and C), the employee is entitled to the standard pay laid down in the collective agreement (see clause 36.3), but without any supplement that may apply according to clause 5.2 and clause 3.1 of the Multi-Union Agreement on Shift Work.

If an employee participates in statutory continuing education and training for professional drivers because such training is necessary for the employee to perform his or her job, the employee will be paid the standard wages laid down in the collective agreement; see clause 36.4(C).

36.6 Support to enterprises whose employees participate in training activities

When an enterprise pays the standard wage rates laid down in the collective agreement or up to 85% of those rates to employees who participate in training activities (see clauses 36.4 and 36.5), the enterprise is entitled to claim VEU compensation, SVU support and similar reimbursement for participants associated with the training programme in question.

When employees participate in training programmes (see clause 36.4(A) and (B) and clause 21.7, the enterprise receives reimbursement from the Fund, which combined with the reimbursement for each participant is equivalent to the cost of paying the standard wage rates set out in the collective agreement; see clause 36.3.

When employees participate in training programmes (see clause 36.4 (C)), the enterprise receives reimbursement from the Fund, which together with the reimbursement obtained for each employee participating is equivalent to paying up to 85% of the standard wage rates laid down in the collective agreement; see clause 36.3. This applies irrespective of the employees' right to standard wages as set out in the collective agreement; see however clause 36.4 C. It is a condition that an education and training plan including the training programme in question has been prepared (see clause 36.2)

No support can be paid by the Fund if it does not have sufficient funds to disburse.

See also the supplementary provisions in Annex 16: Protocol on the Skills Development Fund for Transport and Warehouse Workers.

37. Development funds

37.1 The DA/LO Development Fund

The parties agree that DKK 0.45 per working hour performed should be paid to the development fund set up by the main organisations (the Confederation of Danish Employers (DA) and the Confederation of Danish Trade Unions (LO)). As from the first pay period after 1 January 2022 the contribution is DKK 0.47 for each hour of work performed.

37.2 Development and Cooperation Fund for Transport and Warehousing

The parties have set up a Development and Cooperation Fund for Transport and Warehousing. The purpose of the fund is to promote activities that develop and strengthen the trade and transport industries in Denmark, including activities that strengthen and expand the organised labour market. The parties have a shared responsibility for supporting the work.

Such support may include the following:

- Strengthening local collaboration between enterprises and 3F shop stewards.
- Highlighting the significance of the industries covered by the Fund in terms of societal development
- Increasing the level of education and training as well as activities in enterprises that are member of the Danish Chamber of Commerce – Employers, for example through local activities aimed at ensuring:
 - More training places in enterprises
 - Increased efforts to ensure that qualifications and skills are maintained and developed
 - Increased continuing and supplementary education and training of unskilled workers
 - Increased efforts to ensure that employee can achieve the status of skilled workers.

Contributions to the Fund

DKK 0.30 is payable to the Fund for each working hour performed. From the second quarter of 2020, the amount is increased to DKK 0.35 for each working hour performed.

Newly admitted members of the Danish Chamber of Commerce – Employers may demand that contributions to the Fund should not be paid in the first year of membership. After that year, standard contributions are payable.

Reference is also made to Annex 28: Protocol on contributions to the Development and Cooperation Fund for Transport and Warehousing

38. Newly admitted enterprises

38.1 Enterprises which through their membership of the Danish Chamber of Commerce – Employers are covered by a collective agreement with the 3F Transport Group or one of 3F's branches, be it a special collective agreement, an adhesion agreement or a local agreement, are covered by the Collective Agreement with the Danish Chamber of Commerce – Employers from the time of their admission without any special notice of termination being required.

38.2 As soon as possible after an enterprise's admission to the Chamber of Commerce – Employers, alignment negotiations are initiated in order to draft any local agreements required in such a way that already existing conditions laid down in a collective agreement will not be compromised in their entirety. Such negotiations are conducted on the initiative of the Danish Chamber of Commerce Employers.

38.3 Enterprises covered by the scope of the collective agreement which at the start of their membership of the Danish Chamber of Commerce – Employers had not signed a collective agreement or a local agreement with the 3F Transport Group or a local branch of 3F are covered by this collective agreement from the time of admission.

38.4 Enterprises whose structure, production and work methods differ materially from the structure, production and methods of other enterprises covered by this collective agreement fall outside the scope of this clause.

38.5. As regards enterprises which were members of the Chamber of Commerce – Employers on 1 January 2009 reference is made to Annex 14 (Protocol on transition to the Collective Agreement on Warehouse Work).

39. Pilot schemes deviating from the collective agreement

The parties agree that, provided there is local agreement, it should be possible to carry out pilot schemes that deviate from the provisions of the collective agreement.

Pilot schemes require approval by the parties.

See Annex 17: Protocol on general guidelines for pilot schemes

40. Term of the agreement

40.1 This agreement on warehouse work cannot be terminated until 1 March 2023 at the earliest. The required notice of termination is three months unless otherwise agreed by the main organisations involved.

40.2 Even if notice of termination has been given or if the agreement has expired, the parties must comply with its provisions until another collective agreement replaces it or a work stoppage action has been initiated in compliance with the provisions of the Main Agreement of 32 October 1973 as amended.

Copenhagen, 11 March 2020

Danish Chamber of Commerce
– Employers
Lars Overgaard
Dorte Enoksen

United Federation of
Danish Workers (3F)
Transport Group
John Bondebjerg

Annex 1. Pay rates for warehouse workers and drivers

Warehouse workers:	1 March 2020	1 March 2021	1 March 2022
Standard hourly rate:	DKK 130.60	DKK 133.80	DKK 136.95
Warehouse allowance:	DKK 9.65	DKK 9.65	DKK 9.65
Work-related allowance:	DKK 5.50	DKK 5.50	DKK 5.50
(without bonus and supplements)			
Total:	DKK 145.75	DKK 148.95	DKK 152.10
Seniority increment after six months:	DKK 8.15	DKK 8.15	DKK 8.15
Total after six months:	DKK 153.90	DKK 157.10	DKK 160.25
Full weekly pay including seniority increment:	DKK5,694.30	DKK5,812.70	DKK5,929.25
Overtime percentage basis:	DKK 130.60	DKK 133.80	DKK 136.95
Semi-skilled workers:	1 March 2020	1 March 2021	1 March 2022
Standard hourly rate:	DKK 130.60	DKK 133.80	DKK 136.95
Special allowance:	DKK 8.40	DKK 8.40	DKK 8.40
Work-related allowance:	DKK 5.50	DKK 5.50	DKK 5.50
(without bonus and supplements)			
Total:	DKK 144.50	DKK 147.70	DKK 150.85
Seniority increment after six months:	DKK 8.15	DKK 8.15	DKK 8.15
Total after six months:	DKK 152.65	DKK 155.85	DKK 159.00
Employees on special terms:	1 March 2020	1 March 2021	1 March 2022
Standard hourly rate:	DKK 130.60	DKK 133.80	DKK 136.95
Seniority increment after six months:	DKK 8.15	DKK 8.15	DKK 8.15
Total after six months:	DKK 138.75	DKK 141.95	DKK 145.10
Drivers:	1 March 2020	1 March 2021	1 March 2022
Standard hourly rate:	DKK 130.60	DKK 133.80	DKK 136.95
Driver allowance:	DKK 13.45	DKK 13.45	DKK 13.45
Special allowance:	DKK 5.50	DKK 5.50	DKK 5.50
(without bonus and supplements)			
Total:	DKK 149.55	DKK 152.75	DKK 155.90
Seniority increment after six months:	DKK 8.15	DKK 8.15	DKK 8.15
Total after six months:	DKK 157.70	DKK 160.90	DKK 164.05
Full weekly pay including seniority increment:	DKK5,834.90	DKK5,953.30	DKK6,069.85
Overtime percentage basis:	DKK 130.60	DKK 133.80	DKK 136.95

	1 March 2020	1 March 2021	1 March 2022
Skilled worker allowance:	DKK 4.00	DKK 4.00	DKK 4.00
Cold store allowance:	DKK 8.55	DKK 8.55	DKK 8.55
Allowance for staggered hours:			
6pm to 9pm:	DKK 36.40	DKK 37.00	DKK 37.60
9pm to 4am:	DKK 82.75	DKK 84.10	DKK 85.40
4am to 6am:	DKK 42.80	DKK 43.50	DKK 44.20
Shiftwork allowance (separate agreement between 3F and the Danish Chamber of Commerce – Employers):			
6pm to 6am:	DKK 41.06	DKK 41.72	DKK 42.39
Saturday after 2pm and Sundays and public holidays:	DKK 89.16	DKK 90.59	DKK 92.04
One-off lump sum in the event of irregular transfer:	DKK 198.73	DKK 201.91	DKK 205.14
Work on substitute days:	DKK 86.43	DKK 87.81	DKK 89.21
Staggering of rostered days off:	DKK 28.30	DKK 28.75	DKK 29.21
Severance pay:			
After 3 years' employment:	DKK 5,000.00	DKK 5,000.00	DKK 5,000.00
After 6 years' employment:	DKK10,000.00	DKK10,000.00	DKK10,000.00
After 8 years' employment:	DKK15,000.00	DKK15,000.00	DKK15,000.00
Payment for work on holidays, including holiday allowance:	6.75%	6.75%	6.75%
Special savings, including holiday allowance:	5.00%	6.00%	7.00%
Pension:			
Employer's pension contribution:	8.00%	8.00%	8.00%
Employee's pension contribution:	4.00%	4.00%	4.00%
Total pension contribution:	12.00%	12.00%	12.00%

Annex 2. Agreement of special organisation of working hours

Agreements may be made concerning the special schemes for special organisation of working hours outlined below.

Such agreements may be made between the shop steward and management in the enterprise. If no shop steward has been elected, the agreement may be made with the local 3F branch*).

If special arrangements are deemed desirable and they are not included in the examples set out in points 1 to 4, negotiations must be initiated between management and the shop steward as well as the local branch of 3F. The realisation of a scheme requires agreement between the parties

Employees covered by the special schemes are paid in accordance with the percentage model set out in the provision on leave days/discretionary holidays, provided that the employees are not employed on full pay terms.

Agreements made may be terminated at eight weeks' notice for the end of a week.

**) The parties agree that the following interpretation applies: If an agreement has been made with a shop steward who at some point in time was not an elected shop steward, the local branch of 3F becomes a party to the agreement.*

1. Introduction of six-day week

The introduction of a six-day working week as set out in clause 1 of the Collective Agreement on Warehouse Work is only possible if justified by special operational circumstances. Generally, the employer's assessment of whether such special circumstances apply is taken into account. The employer's assessment is discussed with the shop steward/employees.

If the employees disagree with the employer's assessment (see point 1. 1, para 1) the parties have agreed that the matter must be considered in the organisation committee with a view to deciding whether the situation in question falls into the category of 'special operational circumstances'.

The introduction of a six-day week when there are no special operational reasons to do so requires local agreement; see the introduction to this annex.

2. Weekend work

Weekend work may be introduced in enterprises with a special, long-term interest in expanding weekly operating hours, as the need for extra hours of work cannot

reasonably be met by ordinary overtime work.

Workers who have no other paid employment must be hired for the weekend work. Supplementary unemployment benefits are therefore not available.

Normally weekend work must be for 24 hours a week and can generally not begin before the end of normal working hours on Fridays.

The employees who work weekends are guaranteed weekly wages corresponding to 37 hours multiplied by the hourly rate payable to the same type of workers for normal daytime work.

Pay is computed as the sum of standard hourly rates including applicable supplements for the number of hours worked. In addition, an allowance for staggered hours is payable on Fridays, and for work after 2pm an overtime supplement of 50% is payable for the first three hours. An overtime supplement of 100% is payable for other hours of work on Saturdays and for work on Sundays. Full ATP contributions are also payable.

Employees covered by this scheme are paid in accordance with the percentage model regarding leave and discretionary holidays.

The parties agree that weekend workers should be members of the same trade union as other employees in the enterprise with the same responsibilities.

3. Four-day rotas

Four-day rotas may be applied in enterprises where such rotas meet operational needs or business requirements.

Employees working four-day rotas work their normal weekly hours of work over the span of four weekdays of 9 hours and 15 minutes' duration. It must be ensured that such workers regularly have two days off in a row.

Standard wages and allowances are payable for such work together with allowances for staggered work in hours outside the usual hours of work. For staggered work on Saturdays, an overtime allowance is payable from 2pm, the allowance being 50% for the first three hours and 100% for subsequent hours.

4. Varying weekly hours of work

Working hours may be organised as varying weekly hours of work as long as the average numbers of hours worked on a weekly basis is 37. Working hours in individual weeks may not exceed 42 hours. A condition for using varying hours

of work is that they are scheduled at least four weeks ahead and for a period of up to twelve months, and that it is stated in some kind of display or in some other form of communication how the hours of work are scheduled for the period in question.

5. Part-time employment

Already employed workers

Already employed workers and the employer may agree on a shift from full-time to part-time work; see Danish legislation on part-time work.

Newly employed workers

Local agreements (see the introduction to this Annex) may be made on employment of new part-time workers.

The employer is not entitled to use part-time workers to reduce the number of full-time employees if the workers in question have the same skills.

General provisions for both groups of employees

The weekly hours of work of part-time employees must be at least 15 hours.

The weekly hours of work and the timing of the hours must be agreed in writing when a new worker is employed or when a worker goes from full-time to part-time work.

The wages of part-time employees follow the general provisions laid down in the collective agreement, which means that no pay compensation is payable on the ground that the hours of work are shorter than those of full-time employees.

For the part of the daily hours of work of part-time employees that fall outside the normal daytime hours of work set out in clause 1.3, employees are entitled to an allowance corresponding to the allowance payable for staggered hours of work.

The parties agree that overtime work, which for full-time employees means work performed in addition to normal hours of work, should only exceptionally take place in the case of part-time employees.

Annex 3. Guidelines for time off in lieu in connection with overtime work

The Danish Chamber of Commerce – Employers and the 3F Transport Group have entered into the following framework agreement concerning time off in lieu for overtime work that is not associated with accrual of systematic overtime for later time off:

- 1.** A local agreement concerning time off in lieu related to overtime work can be made in individual enterprises.
- 2.** Agreements concerning time off in lieu for overtime work must respect all applicable health and safety rules and regulations concerning rest time and a weekly day off, as well as the rules laid down in collective agreements concerning notification and payment of overtime work.
- 3.** Such agreements must clearly set out specific rules concerning the taking of time off in lieu, including:
 - a.** whether the time off in lieu covers all overtime work or only overtime work over and above a certain specified maximum limit, including whether time off in lieu may only be taken if it comprises one or more full days off;
 - b.** whether the time off in lieu must be taken within a specified period of time;
 - c.** whether the time off in lieu is to be taken in accordance with a pre-scheduled plan or by agreement between the employee in question and the supervisory management;
 - d.** whether the time off in lieu is to be taken on a 1:1 basis for each hour of overtime worked or on the basis of 1.5 hours for each overtime hour worked with a supplement of 50% or two hours for each overtime hour worked with a supplement of 100%.

If time is taken off in lieu on a 1:1 basis, the employer must pay accrued overtime rates for the pay period in which the overtime work was performed, while the actual pay for overtime hours must be set aside for payment in the pay period in which time off in lieu is taken.

If time is taken of in lieu on a 1:1.5 or 1:2 basis, the employer must set aside both the accrued overtime rates and the actual pay accrued for overtime work for payment in the pay period in which time off in lieu is taken.

In the latter case an agreement may be made concerning a calculated hourly rate to be paid out of the total amount set aside for each hour taken off in lieu.

4. Locally agreed arrangements concerning time off in lieu may be terminated by either party at any time with three months' notice to the end of a pay period. When the notice period has expired, the amount for time off in lieu is paid to the employees in question.
5. Each of the organisations may terminate all these guidelines with three months' notice. At the end of the notice period any local agreement on time off in lieu made in pursuance of the guidelines will lapse with effect from the end of the next full pay period.

Annex 4. Guidelines for division of work

The Danish Chamber of Commerce – Employers and the 3F Transport Group agree that in certain scenarios the employment situation may be such that employers are justified in introducing a certain division of labour in order to avoid layoffs as a result of a temporary decline in production.

Against this background the organisations have agreed upon the guidelines set out below concerning the introduction of work division schemes in the areas covered by collective agreements made between the Danish Chamber of Commerce – Employers and the 3F Transport Group.

- 1.** The division of work must be due to operational issues of a short-term nature.
- 2.** The division of work must be agreed between the local branch of 3F, the employees and the employer.
- 3.** Division of work is a temporary measure and cannot be agreed for a period of more than three months.
- 4.** Efforts must be made to ensure that unemployment resulting from division of work falls in an uninterrupted period from the start of a calendar week. Agreements about reduction of daily hours of work are not allowed.
- 5.** Dismissal of an employee in a period with ongoing division of work is only allowed for reasons that can be related to that employee's own circumstances.

If additional layoffs are necessary, the agreement on division of work must be re-negotiated locally in advance.

- 6.** Agreements on division of work in pursuance of these guidelines must be sent to the Danish Chamber of Commerce – Employers and to the 3F Transport Group for information prior to their implementation, and the employer must guarantee that the requirements of the Danish employment services are met.
- 7.** Either organisation may at any time terminate these guidelines with three months' notice. At the end of the notice period any local agreement on division of work made in pursuance of the guidelines will lapse.

Annex 5. Employment contract

The Danish Chamber of Commerce Employers and the 3F Transport Group agree that the employment contract included in this annex meets the requirements of Council Directive 91/533/EEC on an employer's obligation to inform employees of the conditions applicable to the employment relationship.

The time limits for the preparation of employment contracts are as follows:

New employment relationship

In connection with new employment relationships the employer must provide a letter of employment not later than one month after the start of the employment relationship.

Old employment relationship

If the employment relationship started before 1 July 1993 and continued after that date, the employer must provide the employee with relevant information within two months of having been asked by the employee to do so.

The parties agree that any disagreement concerning the duty of disclosure and employment contracts should be submitted to industrial dispute resolution in accordance with the rules applying between the Danish Chamber of Commerce – Employers and the 3F Transport Group.

If the employee has not been given an employment contract within the time limits in force, no penalty can be imposed on the employer if the employer meets the requirement of submitting a letter of employment not later than fifteen days after the employee or the employee's organisation has requested it, unless it is a systematic breach of the provisions on employment contracts.

When receiving the employment contract, the employee must acknowledge receipt of it.

Employment contract
for employment under the Collective Agreement on Warehouse Work
between
the Danish Chamber of Commerce – Employers
and the 3F Transport Group

The undersigned employer

Name: _____

Address: _____

Business registration number: _____

Has employed/hereby employs

Civil registration number: _____

Employee's full name: _____

Address: _____

Municipality: _____

Telephone number: _____

Bank/giro account number: _____

Registration number: _____

Job title or category: _____

Date of employment on terms similar to those of salaried employees: _____

Date of the end of employment if the employment
relationship is limited in time _____

The employment concerns the following work task(s):

Permanent workplace (address of the enterprise):

Varying workplaces Yes No

Holiday:

The employee is entitled to holiday in accordance with the provisions of the Danish Holiday Act and the collective agreement.

The employee is paid as follows:

- Hourly rates and 6.75% accrual of days of leave
- In a full-pay scheme
-

Pay:

The wages payable to the employee are currently DKK _____

Overtime pay, allowances for staggered hours, shift work allowances, payment for external work and travelling, as well as hardship allowances are payable as set out in the applicable collective agreement. Piecework, bonus schemes and other productivity-promoting pay systems may be used in the enterprise, the pay being determined in accordance with the collective agreement or local agreements. Wages are paid:

In arrears In advance Weekly Every two weeks Monthly

In addition to hourly wages, the employee accrues special savings, currently [x]% of wages with holiday entitlements. Special savings may be used in connection with absence; see clause 3 and clause 24.1 to 24.3.

As regards special savings that the employee has not used, the employee and the employer have agreed as follows:

(tick only one box below)

- special savings are paid as set out in the collective agreement, which means that:
- Special savings in excess of four per cent are paid regularly together with the employee's wages.
 - For the remaining four per cent set aside as special savings, the balance is calculated and paid at the end of June and the end of the calendar year, as well as in connection with the employee's resignation.

the total contributions to special savings are paid regularly together with wages, or

the total contributions to special savings are paid twice a year: at the end of June and at the end of the calendar year.

If the employee wishes to change the way in which special savings are disbursed, the employer must be notified on 1 November at the latest, and the change will take effect in the subsequent calendar year.

Vocational diploma: Yes No

Hours of work:

The standard average hours of work are as set out in the collective agreement and in any applicable local agreements: _____

Sickness:

Sickness must be reported to: _____

In the event of sickness, full wages are payable; see section 5 of the Danish Act on Salaried Employees. Reference is also made to any staff regulations that may apply to the enterprise. Such regulations have been given to the employee together with this contract.

Pension:

A labour market pension scheme will be established in accordance with the applicable collective agreement.

Has the employee been covered by a labour market pension scheme in a previous employment relationship?

Yes No Which scheme: _____

If yes, the employee must be enrolled from the first day of employment.

In connection with this employment relationship, the pension scheme is/will be managed by: _____

In accordance with the Collective Agreement on Warehouse Work between the

Danish Chamber of Commerce – Employers and the 3F Transport Group current contributions are as follows:

Employer contribution: _____ %

Employee contribution: _____ %

The applicable collective agreement applies to the employment relationship. It contains provisions on notices of termination, labour market pension, applicable legislation and the local agreements that may exist in the enterprise.

Other important terms

Date: _____

Employer's signature: _____

Employee's signature: _____

This agreement was prepared by the Danish Chamber of Commerce – Employers and the 3F Transport Group in accordance with Council Directive 91/533/EEC on an employer's obligation to inform employees of the conditions applicable to the contract or the employment relationship.

For employment relationships started after 1 July 1993, the employment contract must be provided within one month of the commencement of the employment relationship.

For employment relationships started before 1 July 1993, the employment contract must be provided not later than two months after the employee has asked for the information.

Any disagreement with regard to the duty of disclosure and the employment contract must be handled as set out in Annex 7 to the collective agreement.

Annex 6. Agreement on employment on terms similar to those of salaried employees

The Danish Chamber of Commerce – Employers and the 3F Transport Group advise enterprises that wish to apply employment conditions similar to those of salaried employees to follow the following guidelines to a great extent.

Employment terms similar to those of salaried employees may be agreed with individual employees who hold positions of trust/have special skills.

Agreements on employment terms similar to those of salaried employees are only valid if they are in writing. The organisations have jointly prepared an employment form that should be used when entering into agreements on employment on terms similar to those of salaried employees. Once the form has been signed, it may be required that it is sent to the Danish Chamber of Commerce and the 3F Transport Group.

6.1 Pay assessment

Once a year, the wages of each individual employees must be assessed and possibly adjusted. The fixed term for this may be the same as the fixed term for salaried employees in the enterprise*).

**) Note: Industrial arbitration award of 19 November 2001 applies.*

Wages must reflect the skills, responsibilities and competence of the individual employee but, after the annual wage adjustment, it must as a minimum be on a par with the pay level that would have applied under other applicable provisions set out in the collective agreement.

Disputes concerning pay levels after the annual pay adjustment may be resolved in accordance with the dispute resolution rules set out in the collective agreement.

In connection with employment on terms similar to those of salaried employees, hourly wages are converted into monthly wages based on hours of work, currently 160.33. The monthly wages are paid on the same dates as pay to salaried employees in the enterprise.

6.2 Seniority

In connection with employment on terms similar to those of salaried employees, seniority is counted from the first day of the month in which the agreement comes into force; see the relevant provisions in the individual agreement.

6.3 Termination of employment

Section 2 of the Danish Act on Salaried Employees concerning required notices and section 2a on severance pay apply unless otherwise agreed in the employment contract.

The notice of termination stated in section 2 of the Act on Salaried Employees lapses in the event of unemployment resulting from work stoppage by other employees.

The parties agree that the notices of termination cannot be shorter than those set out in the collective agreement for transition to employment on terms similar to those of salaried employees.

It may be included in individual contracts that the employee may be given one month's notice for the end of a month if the employee has been paid sick pay for a total of 120 days within a period of twelve months. The validity of such a termination is conditional upon it being made immediately after the end of the 120 sick days and while the employee in question is still sick, whereas the validity is not affected by the employee's return to work after notice of termination has been given.

Even if it has been agreed in writing, the 120-day rule cannot be applied if the period of notice is covered by clause 31.

6.4 Early retirement

Section 8 of the Danish Act on Salaried Employees on early retirement benefits to a salaried employee's spouse or dependent children under the age of 18 applies.

6.5 Hours of work

Hours of work, including any overtime work, shiftwork, staggered work and the payment for such work are determined in accordance with the provisions of the collective agreement

6.6 Education and training

The organisations agree that technological and societal developments necessitate ongoing education and training. Consequently the organisations recommend that employees are given the time off needed to update their knowledge and skills. If the employer requests participation in training programmes, the employer pays travel expenses, course fees and wages. Where applicable, compensation for loss of earnings accrues to the employer.

6.7 Holiday

Employees employed on terms similar to those of salaried employees are entitled

to holiday with pay or holiday with holiday allowance; see clause 23 of the Danish Holiday Act (from 1 September 2020: section 23 of the Holiday Act).

6.8 Discretionary days of holiday

Employees employed on terms similar to those of salaried employees are entitled to take time off without any reduction in their monthly pay on the days listed in clause 2.

6.9 Sickness

Employees employed on terms similar to those of salaried employees receive full pay during sickness; see clause 5 of the Danish Act on Salaried Employees.

6.10 Pay period and disbursement of pay

Employees employed on terms similar to those of salaried employees receive their monthly pay on the same dates as the salaried employees in the enterprise. The employer may deposit the pay in the employee's bank or giro account.

6.11 Industrial dispute resolution

Any disputes concerning the understanding of agreements made or these guidelines are treated in accordance with the provisions on industrial dispute resolution set out in the collective agreement.

6.12 Termination of the agreement

If the employer wishes to be released from an agreement on employment on terms similar to those of a salaried employee, the agreement may be terminated with the notices applying to the employees in question. Once such notices have expired, the employees concerned are solely covered by the Collective Agreement on Warehouse Work between the Danish Chamber of Commerce – Employers and the 3F Transport Group.

Already existing agreements on employment on terms similar to those of salaried employees can be reformulated by agreement between the local parties in accordance with these guidelines.

The organisations agree that these guidelines may be negotiated in future collective bargaining rounds without any option of industrial action.

Employment contract
Employment on terms similar to those of salaried employees set out in
the Collective Agreement on Warehouse Work
between the Danish Chamber of Commerce Employers
and the 3F Transport Group

The undersigned employer

Name: _____

Address: _____

Business registration number: _____

Has employed/hereby employs

Civil registration number: _____

Employee's full name: _____

Address: _____

Municipality: _____

Telephone number: _____

Bank/giro account number: _____

Registration number: _____

Job title or category: _____

Date of employment on terms similar to those of salaried employees: _____

Date of the end of employment if the employment
relationship is limited in time _____

The employment concerns the following work task(s):

Permanent workplace (address of the enterprise):

Varying workplaces

Yes No

Holiday:

- The employee is entitled to holiday with pay
- or holiday with holiday allowances in accordance with the provisions of the Danish Holiday Act, the Danish Act on Salaried Employees and the collective agreement.
-

Pay:

The wages payable to the employee are currently DKK _____ a month, payable monthly in arrears on the same dates as salaries to salaried employees.

Overtime pay, shift work allowances and allowances for staggered hours of work are paid as set out in the collective agreement.

Employees employed on terms similar to those of salaried employees are entitled to full pay on weekday holidays, as well as on 1 May, 5 June (Constitution Day), 24 December and 31 December.

In addition to hourly wages, the employee accrues special savings, currently [x]% of wages with holiday entitlements. Special savings may be used in connection with absence; see clause 3 and clauses 24.1 to 24.3.

As regards special savings that the employee has not used, the employee and the employer have agreed as follows:

(tick only one box below)

- special savings are paid as set out in the collective agreement, which means that:
- Special savings in excess of four per cent are paid regularly together with the employee's wages.
 - For the remaining four per cent set aside as special savings, the balance is calculated and paid at the end of June and the end of the calendar year, as well as in connection with the employee's resignation.
- the total contributions to special savings are paid regularly together with wages, or

the total contributions to special savings are paid twice a year: at the end of June and at the end of the calendar year.

If the employee wishes to change the way in which special savings are disbursed, the employer must be notified on 1 November at the latest, and the change will take effect in the subsequent calendar year.

Vocational diploma: Yes No

Hours of work:

The standard average hours of work are as set out in the collective agreement and in any applicable local agreements: _____

Sickness:

Sickness must be reported to: _____

In the event of sickness, full wages are payable; see section 5 of the Danish Act on Salaried Employees. Reference is also made to any staff regulations that may apply to the enterprise. Such regulations have been given to the employee together with this contract.

120-day rule:

The parties have agreed that the employee may be dismissed by one month's notice for the end of a month if he employees has receive sick pay during sickness for a total of 120 days over a period of twelve consecutive months. A condition for the validity of such dismissal is that it takes place immediately after the end of the 120-day period of sick leave and while the employee is still sick, whereas the validity is not affected by the employee's return to work after dismissal.

Pension:

A labour market pension scheme will be established in accordance with the applicable collective agreement.

Has the employee been covered by a labour market pension scheme in a previous employment relationship?

Yes No Which scheme: _____

If yes, the employee must be enrolled form the first day of employment.

In connection with this employment relationship, the pension scheme is/will be managed by: _____

In accordance with the Collective Agreement on Warehouse Work between the Danish Chamber of Commerce – Employers and the 3F Transport Group current contributions are as follows:

Employer contribution: _____%

Employee contribution: _____%

The applicable collective agreement applies to the employment relationship. It contains provisions on notices of termination, labour market pension, applicable legislation and the local agreements that may exist in the enterprise.

Termination of employment

In the event of termination of the employment relationship the following provisions of the Danish Act on Salaried Employees apply (tick the relevant provisions):

- section 2 (on notices of termination)
- section 2a (compensation in connection with dismissal)
- section 2b (on unfair dismissal)
- section 16 (on time off to apply for another job in the notice period)
- other agreement

The employment relationship is governed by the Collective Agreement on Warehouse Work between the Danish Chamber of Commerce – Employers and the 3F Transport Group, as well as the guidelines set out in the collective agreement concerning employment on terms similar to those of salaried employees.

Other important terms

Date: _____

Employer's signature: _____

Employee's signature: _____

This agreement was prepared by the Danish Chamber of Commerce – Employers and the 3F Transport Group in accordance with Council Directive 91/533/EEC on an employer's obligation to inform employees of the conditions applicable to the contract or the employment relationship.

For employment relationships started after 1 July 1993, the employment contract must be provided within one month of the commencement of the employment relationship.

For employment relationships started before 1 July 1993, the employment contract must be provided not later than two months after the employee has asked for the information.

Any disagreement with regard to the duty of disclosure and the employment contract must be handled as set out in Annex 7 to the collective agreement.

Annex 7. Rules concerning industrial dispute resolution

7.1 Local negotiation

In the event of a legal dispute in an enterprise, attempts must be made to resolve such dispute by means of local negotiation between the parties in the enterprise. Such negotiations must take place as soon as possible.

If no agreement is achieved through negotiation in the enterprise, negotiation must continue with the participation of the local 3F branch and a representative of the Danish Chamber of Commerce – Employers. Such negotiations must as far as possible take place within three weeks after one of the parties has requested a meeting.

Minutes of the negotiations must be prepared and must contain the following information:

- the name of the enterprise, so that it can be clearly identified;
- the names of the people taking part in the negotiation, indicating whether they represent the employees or the employer;
- a description of the subject matter and the nature of the dispute;
- a description of the negotiated solution achieved – or an outline of the main points of view of each party;
- minutes, which must be dated and signed by the shop steward (if a shop steward has been elected and has participated in the negotiation), the representative of the local 3F branch, the representative of the management of the enterprise and the representative of the Danish Chamber of Commerce – Employers if such a representative has participated.

If the parties agree, mediation as set out in clause 7.2 below may be initiated without prior negotiation.

7.2 Mediation meeting

If no agreement is reached through local negotiation, the organisations – the Danish Chamber of Commerce – Employers and the 3F Transport Group – may request mediation in the matter. The mediation request must be in writing and must include a brief description of the dispute, clearly setting out the theme of the mediation meeting.

If local negotiations have been conducted as set out in 7.1 above, the minutes of those negotiations must be enclosed.

If requested by one of the parties or if it is important in relation to the clarification

of the matter, the mediation meeting must be held in the enterprise where the dispute arose.

The mediation meeting must be held as soon as possible and not later than three weeks after the receipt of the mediation request in the opposite organisation.

The time limit may be changed by agreement between the organisations.

In cases concerning summary dismissal, the mediation meeting must be held not later than five working days after receipt of the mediation request in the opposite organisation, unless otherwise agreed.

Negotiations at the mediation meeting are chaired by the mediators of the organisations, who must seek to resolve the dispute.

The mediators prepare minutes of the negotiations and the minutes are signed by the mediators with binding effect on the parties and the organisations involved.

7.3 Industrial arbitration

If the dispute is not resolved through industrial dispute resolution as described above, and if the matter concerns the interpretation of a collective agreement or other agreement made between the parties, the matter may be referred to industrial arbitration unless otherwise provided in the Main Agreement or elsewhere if one of the organisations requests such arbitration.

The organisation wishing to pursue the matter must, within 14 working days after conclusion of the negotiations without agreement between the parties, request industrial arbitration in writing vis-à-vis the opposing organisation.

This time limit may be deviated from by agreement.

Not later than 25 full working days after industrial arbitration has been requested, the complainant must send a statement of claim to the other party with copies of the documents to be submitted. Simultaneously with the submission of the statement of claim a notification is sent to the Labour Court concerning the appointment of an adjudicator in compliance with the provisions below.

The respondent organisation must as soon as possible, and not later than 15 working days after receipt of the statement of claim, submit a statement of defence to the complainant organisation together with copies of the documents it wishes to submit.

The arbitral tribunal has five members:
one presiding arbitrator and two representatives of each of the parties.

The organisations jointly ask an adjudicator outside their own circle to assume the position of president of the arbitral tribunal.

If the organisations cannot agree on an adjudicator they must as soon as possible ask the Labour Court to appoint one. When doing so, they must state the names of people who have been proposed in connection with the negotiations between the organisations.

An oral hearing must be held as soon as possible. The timing of the hearing is determined by negotiation between the adjudicator and the organisations.

Not later than 25 full working days before the oral hearing, the claimant sends a statement of claim to the adjudicator and a copy to the opposing party, accompanied by the documents the claimant wishes to submit.

The statement of claim is considered to be received in time if it reaches the opposing organisation by 4pm at least 24 full working days before the hearing.

Before the hearing, the respondent organisation must send its statement of defence to the adjudicator together with copies of the documents it wishes to submit. At the same time copies are sent to the claimant organisation.

The statement of defence is considered to be received in time if it reaches the opposing organisation by 4pm at least 14 full working days before the hearing.

The reply is sent to the respondent organisation and the adjudicator and is considered to be received in time if it reaches the opposing organisation by 4pm at least nine full working days before the hearing.

The rejoinder is sent and considered to be received in time if it reaches the opposing organisation and the adjudicator by 4pm at least six full working days before the hearing.

If either organisation wishes to examine witnesses it must be apparent from the pleadings who the organisation wishes to examine.

If no statement of claim is received, the case will be considered closed and cannot subsequently be resumed.

If an organisation invokes delay as regards the statement of claim in industrial

arbitration, the opposing party must be notified of such delay as soon as possible and not later than noon on the working day before the hearing.

If the statement of defence is not received in time, the matter will be determined on the basis of the information given in the statement of claim and the minutes of the industrial dispute resolution procedure.

During the hearing a representative of an organisation, who cannot at the same time be a member of the tribunal, advocates the case.

The arbitral tribunal decides all matters concerning processes and rules of procedure that are not set out in these provisions.

The adjudicator takes part in voting on such matters, and all matters are decided by simple majority.

If no majority is achieved during deliberations, the adjudicator decides the matter alone, providing a reasoned award in which the matter of the tribunal's competence is also decided if necessary.

The adjudicator's award should insofar as possible be available within 14 days after the hearing and, if possible, in electronic form.

7.4 Organisation committee

The Danish Chamber of Commerce – Employers and the 3F Transport Group set up a standing committee in which the matters listed in items 1 to 3 below can be processed if requested by either organisation:

1. disagreements regarding principles relating to the understanding of collective agreements and equivalent agreements made between the organisations (Danish Chamber of Commerce – Employers and the 3F Transport Group);
2. aspects of local disagreements in relation to which the decision is believed to have an impact on several collective agreement areas;
3. matters in relation to which the organisations intend to rely on liability as a collective bargaining party. The organisation that intends to invoke such liability must bring the matter before the committee. If such collective bargaining party liability is invoked in a joint meeting, the complainant organisation must first request a plenary meeting to be held during the joint meeting. Continued invocation of such liability in a statement of claim requires that the matter has first been considered in the organisation committee. If the

Labour Court deadline prevents this, the matter must be considered in the organisation committee before the main hearing.

The committee has two permanent members, one for each party. The two permanent members may be supplemented by one or possibly more members representing each side.

If no agreement is reached at the organisation committee meeting, the matter must be considered in continued mediation.

Annex 8. Agreement on social responsibility

The parties agree that enterprises, employees and organisations in the Danish transport and logistics industry should be known for exhibiting a high level of social responsibility.

Daily work routines in enterprises should be organised in such a way that employees are not exposed to sickness or wear and tear because of them. The manner of dealing should be such that everyone feels at ease in the enterprise.

Employees affected by sickness or other circumstances that lead to absence from work should be given as much support as possible so as to help them be able to resume work. Support may include regular follow-up, help to obtain relevant benefits from the public sector, gradual return to work, etc.

Employees who can no longer do their job because of long-term illness or other circumstances should insofar as possible be transferred to other work functions. If this is not possible, such employees should be given support in the form of rehabilitation. If it is relevant for the person in question, a flexible job or a light-duty job in the enterprise should be offered.

Employees faced with abuse or addiction problems should as soon as possible be offered a discussion about the personal, social, financial and work-related consequences of continued abuse or addiction. In that connection the employee should be offered treatment with the goal of resuming work. Employees should not be dismissed without these measures having been attempted.

The parties urge member enterprises/members to contribute actively to ensuring that unemployed people, people in rehabilitation programmes, refugees and others are given unsubsidised employment, possibly through short-term and targeted activation.

The parties recommend that enterprises and employees who take part in work relating to activation activities recognise the distortion of competition that may occur in that connection.

The parties urge the enterprises and the employees working under this collective agreement to be open to helping ensure that young people are introduced to the industry, for example in the form of work practice, school contact work, open house events and the like.

The parties will support activities aiming at ensuring a composition of employees

in member enterprises that reflects society at large in terms of age, gender, ethnic origin, etc.

The parties agree that special considerations should be given to older workers in the drafting of staff policies and in relation to layoffs.

Annex 9. Protocol on policy for older workers

The Danish Chamber of Commerce – Employers and the 3F Transport Group agree that it is important to have a high degree of flexibility in the labour market, so that as many employees as possible can stay in the job market for as long as possible.

The parties agree that neither this collective agreement nor currently applicable legislation includes elements that present obstacles to the objective of retaining older employees in the enterprises or would prevent enterprises from adopting a desirable policy on older workers.

The parties recommend that the Cooperation Agreement be used whenever the parties wish to discuss the principles governing the policy on older workers in an enterprise. In enterprises without a works council, the local partners need to discuss how they can fulfil the intentions of the Cooperation Agreement, including the introduction of a policy on older workers.

The parties recommend that the works council or the local partners seek inspiration and advice from the parties to the collective agreement prior to the introduction of a policy on older workers.

The parties agree to continue monitoring developments in this area with a view to possible implementation of initiatives that can help increase awareness of programmes based on an active policy on older workers or a lifecycle policy.

Annex 10. Protocol on education and training

The parties will continue their joint efforts to increase awareness in the industries and in enterprises of the need for joint efforts in relation to education and training. The objective is that everyone in the industries – managers as well as workers – will consider education and training both a right and an obligation.

The parties will offer advice to member enterprises/members that can make it easier for them to carry out the skills development activities agreed in this collective agreement.

The parties agree to continue their collaboration on updating vocational education and training in the industry. In addition, they will cooperate on recruitment of more people to the industries by means of apprenticeship contracts for both young and adult workers.

The parties will continue their joint efforts to ensure that as many workers who have not completed a vocational education or training programme in the industry are offered individual evaluation of their skills with a view to subsequent participation in a credit transfer programme organised by the Transport Training Board of Denmark (TUR).

The parties will continue to collaborate in the creation of as many vocational apprenticeships (EUD) in enterprises and will work to ensure that as many suitable enterprises as possible are approved as training enterprises.

The parties are jointly committed to TUR and agree that TUR should insofar as possible be the joint advocacy body with regard to subsidised basic, continuing, supplementary and higher education.

Annex 11. Protocol on good apprenticeships

The parties agree to initiate work immediately after the renewal of the collective agreement to increase awareness of good apprenticeship pathways where both the apprentice and the enterprise experience a positive outcome of vocational education and training.

An experience sharing programme will be initiated to form the basis for preparation of industry-oriented inspirational material. The material will be based on experience gained in the industry and good experience gained in other trades, which will be communicated in a form adapted to the purpose.

The parties agree that the material should be made available to enterprises, workers and vocational colleges. In addition, it should be made available to the organisations for direct distribution to members. The parties also agree to endeavour to raise awareness of the examples through other channels to which the organisations have access.

In parallel with this collation of experience and in order to increase its value, a small number of enterprises/apprentices will be invited to participate in a pilot project focusing on describing 'the good apprenticeship'. The parties will determine whether there is a basis for providing limited financial support to such programmes in order to create increased interest in participating in them.

The parties agree that these initiatives should be seen in conjunction with initiatives taken by relevant professional committees (eg TUR).

The parties also agree that, where applicable, financing for the project should be sought by submitting applications to the Development and Cooperation Fund for Transport and Warehousing.

Annex 12. Outreach training advice service

The parties will work to establish an advisory service to support the efforts to increase the number of skilled workers in the transport and logistics industry.

The advisory service will act as a sounding board in matters relating to the planning of training and will also provide assistance to workers claiming support in the form of regulatory loss of earnings compensation and any support from the TLK Fund.

The service will be funded by the TLK Fund.

Annex 13. Newly admitted members – pension and special savings

Enterprise pension plan

Newly admitted members of the Danish Chamber of Commerce – Employers or one of its member associations who prior to becoming members have set up an enterprise pension plan for workers in the field of work covered by the Collective Agreement on Warehouse Work may request that their existing enterprise pension plan for the workers employed at the time when the enterprise became a member is used instead of payment to PensionDanmark as set out in clause 27. A protocol for the continuation of the enterprise pension plan must be made between the Danish Chamber of Commerce – Employers and the 3F Transport Group as soon as possible after request, where appropriate in connection with alignment negotiations.

Contributions to the enterprise pension plan must at all times be equivalent to the contributions to PensionDanmark set out in the collective agreement.

The costs incurred in relation to an enterprise pension plan may not deviate substantially from the general cost level applying to providers of enterprise pension plans; see the framework for pension plan costs applying from time to time in PensionDanmark. If necessary, adaptations to that framework must take place within 12 months of commencement of membership of the Danish Chamber of Commerce – Employers.

Note: By the end of 2018 enterprises that were members of the Danish Chamber of Commerce – Employers on 28 February 2017 must meet the requirement set out in paragraph 3 concerning the cost level of enterprise pension plans.

The enterprise pension plan cannot be extended to cover employees employed after the enterprise has become a member of the Danish Chamber of Commerce – Employers. For such employees, the pension contributions laid down in the collective agreement must be paid to PensionDanmark.

It is a condition for continuation of an enterprise pension plan that it has existed for three years before the enterprise notified the 3F Transport Group of its membership of the Danish Chamber of Commerce –Employers.

Gradual increase scheme

Newly admitted members of the Danish Chamber of Commerce – Employers or one of its member associations who have not set up a pension plan for employees covered by the Collective Agreement on Food Delivery Work before becoming a member or who have a pension plan requiring lower pension contributions for such employees may request that contributions to PensionDanmark be calculated as follows.

Enterprises without a pension plan on commencement of their membership
From the commencement of the enterprise's membership of the Danish Chamber of Commerce – Employers or one of its member associations, the employer contribution and the employee contribution must each be at least 25% of the contributions set out in the collective agreement.

- After one year at the latest, contributions must be at least 50% of the contribution set out in the collective agreement.
- After two years at the latest, contributions must be at least 75% of the contribution set out in the collective agreement.
- After three years at the latest, contributions must be the full contribution set out in the collective agreement.

Enterprises with a pension plan in force on commencement of their membership

For enterprises covered by a labour market pension scheme at the start of their membership, the gradual increase takes place as follows:

- The pension contribution at the time of notification applies for one year after commencement of the membership;
- not later than one year after commencement of the membership, the contribution is increased to the next higher contribution rate; see the scale for gradual increases listed above.

If the contributions set out in the collective agreement are raised during the term of the agreement, the employer contribution must be increased proportionately so that the above-mentioned part of the agreement-based pension contributions will be paid at any time.

Special savings

1. Newly admitted members of the Danish Chamber of Commerce – Employers who have not set up a special savings scheme or a similar scheme, or who have a special savings scheme or similar scheme requiring lower contributions, may be included in the special savings scheme under the collective agreement in accordance with the provisions outlined below. Enterprises which on commencement of their membership have a special savings scheme or a similar scheme requiring the same contributions as those set out in clause 4 are not covered by points 2 to 4 below.
2. Enterprises may deduct the contributions to special savings in force at the date when they become members (see clause 4) from wages (see clause 7), less 4.0 percentage points.
3. From the date when the membership commences, enterprises have an obligation to pay contributions to special savings under clause 4 with a deduction of 4.0 percentage points, as well as contributions in accordance with the gradual increase scheme outlined below. If an enterprise does not wish to apply the gradual increase scheme, the full contribution under clause 4 is payable.
4. As regards the 4.0 percentage points, new members of the Danish Chamber of Commerce – Employers may request gradual increase as follows:
 - from the start of the enterprise's membership of the Danish Chamber of Commerce – Employers, the enterprise will pay 1%;
 - One year later contributions will amount to 2%
 - Two years later contributions will amount to 3%
 - Three years later contributions will amount to 4%.
5. Any special savings scheme or similar scheme that existed at the time when membership commenced will lapse and be replaced by the special savings set out in the collective agreement.

Note: Enterprises that meet the criteria listed are entitled to deduct any cost increases related to special savings that are over and above 4% on commencement of membership from workers' wages. The deduction from workers' wages is offset by a corresponding contribution to the special savings of those workers. The workers will therefore not experience any drop in wages.

In addition, the enterprise may apply a gradual increase of the 4% of workers' wages which must currently also be paid into a special savings scheme. The gradual increase is implemented over a period of three years.

Logging of gradual increase schemes

Gradual increase schemes for pension and/or special savings must be logged by the parties not later than two months after commencement of the membership, which is done by submission by the Danish Chamber of Commerce Employers of a log to the 3F Transport Group. Where applicable, logging may also take place in alignment negotiations.

Annex 14. Protocol on the transition to the Collective Agreement on Warehouse Work

The undersigned parties have agreed as follows:

- 1.** Current members of the Danish Chamber of Commerce – Employers who are covered by the Multi-Union Agreement between HTS and the 3F Transport Group will be covered by the Collective Agreement on Warehouse Work between the Danish Chamber of Commerce Employers and the 3F Transport Groups as per 1 January 2009.

Any existing local agreements and enterprise pension schemes will remain unchanged until they are terminated in accordance with applicable rules.

No workers employed at the time of change-over may be put in an inferior overall situation in connection with the change-over.

- 2.** Current members of the Danish Chamber of Commerce – Employers that are covered by an enterprise agreement or an adhesion agreement on special conditions with 3F or 3F branches may be covered by this collective agreement if the parties to the agreement are in agreement about it.
- 3.** Enterprises that have been admitted as members of the Danish Chamber of Commerce – Employers on or before 1 January 2009 are not directly covered by this agreement, with the exception of the situations described in points 1 and 2.

According to the general rules on industrial dispute resolution, the 3F Transport Group may demand that this collective agreement is to apply in relation to an enterprise covered by point 3, para 1.

Consequently, an enterprise is not obliged to sign a collective agreement, but 3F is entitled to initiate industrial action with a view to having a collective agreement signed, provided that the general rules on industrial dispute resolution, including the provisions of the Main Agreement, are observed.

4. Enterprises admitted as members of the Danish Chamber of Commerce – Employers after 1 January 2009 are covered by this collective agreement in pursuance of the provisions on newly admitted members; see clause 38.

Copenhagen, 7 October 2008

Danish Chamber of Commerce
– Employers
Laurits Rønn

United Federation of
Danish Workers (3F)
Jan Villadsen

Annex 15. Protocol on holidays

The following provisions apply from 1 September 2020. Until that date, Annex 16, Protocol on holidays, to the Collective Agreement on Warehouse Work will apply.

15.1 New Holiday Act – deviations

The following deviations from the Danish Holiday Act apply to employment relationships covered by collective agreements between the Danish Chamber of Commerce – Employers and the 3F Transport Group.

15.2 Industrial dispute resolution

Disputes arising out of this agreement must be submitted to industrial dispute resolution. Matters concerning breaches of the agreement must be resolved in accordance with the relevant rules, including in the Labour Court.

As regards the Holiday Act, the parties have agreed that industrial dispute resolution only applies to the deviations from the Danish Holiday Act referred to above.

15.3 Transfer of holiday

The employer and the employee may agree that days of holiday earned but not taken are transferred to the next holiday year if the number of holidays exceeds twenty.

The maximum total number of holidays that can be transferred is ten, and the days of holiday must be taken in the second holiday period after the transfer of holiday at the latest. This provision does not apply in connection with the transfer of holidays from the 2019-2020 holiday year to the short holiday year in 2020. See Annex B.

The employee and the employer must make a written agreement by 31 December (until 1 January 2021, by 30 September at the end of the holiday year). The parties recommend that the agreement in Annex B be used. If this agreement is not used (for example if the employer wishes to use the same form for all groups of employees), the agreement must as a minimum include the same points as the pre-printed agreement approved by the organisations.

Employees cannot be ordered to take a number of days of holidays corresponding to the transferred days of holiday in the notice period, unless the holiday period is scheduled for the notice period in a specific agreement; see above.

15.4 Full-week holidays

If holiday is taken as full weeks, the holiday will end at the start of normal working hours on the first normal working day after the end of the holiday.

15.5 Holiday taken as individual hours

It may be agreed in writing locally that holidays are taken as individual hours. In such a scenario it must be ensured that the holiday is not shorter than the planned number of hours of work for that particular day and that the total holiday period is not shorter than five weeks, counting as a period of 25 full working days in which work-free days that are not replacement holidays and ordinary workdays are included on a pro rata basis. The holiday must insofar as possible be taken as full weeks.

The holiday must reflect the working week and may not exclusively be placed on short or long working days.

15.6 Reporting fit for work in connection with collective holiday closure

If an employee who reported sick before a holiday started reports fit for work during a collective holiday closure, and if that employee wishes to resume work, he or she may resume work and will then be entitled to take his or her holiday at some other time. If it is not possible to offer the employee work in the period of collective holiday closure, the holiday will be considered to have started at the date on which the employee reported fit for work. The holiday that the employee was prevented from taking because of his or her sickness must be taken in continuation of the holiday period originally notified, unless otherwise agreed.

15.7 Payment

- a.** Holiday allowance for the full length of the holiday is payable in connection with the first payment of wages after the enterprise has received the employee's request for payment from Feriepengeinfo, but not more than one month before the holiday is taken.
- b.** Holiday supplements payable to employees who receive wages during holidays may be paid before the holiday is taken. In such a scenario, the amount may be required to be offset on resignation to the extent that holiday supplements have been paid for holidays that have not been taken.

15.8 Guarantee

The Danish Chamber of Commerce – Employers guarantees payment of all holiday allowances earned, including allowances for transferred holidays.

Annex A. Agreement on the transfer of holidays

This agreement applies to employment relationships covered by collective agreements between the Danish Chamber of Commerce – Employers and the 3F Transport Group.

Employer

Employee

1. Transferred holiday

In accordance with the provisions set out below the parties have agreed that days of holiday are transferred to the next holiday period.

A maximum of 10 holidays may be transferred, and the holidays must be taken not later than in the second holiday period after the holiday transfer. Days of holiday that the employee is prevented from taking because of his or her illness, maternity or paternity leave, adoption leave or other leave-related absence will be transferred irrespective of this limitation.

2. Agreements on the timing of holidays

The following has been agreed in relation to the holiday transferred (tick one box):

a. It is agreed that the holidays must be taken in connection with the main holiday in the holiday period 20____.

b. It is agreed that the transferred holiday must be taken in the following period(s):

From _____/_____ 20__ to _____/_____ 20__ (both days included).

From _____/_____ 20__ to _____/_____ 20__ (both days included).

c. Other/additional agreement:

3. Other provisions

3.1. Agreements on the transfer of holidays must be made by 31 December (until 1 January 2021: by 30 September after the end of the holiday year. Agreements on the transfer of holiday must be made by the end of the holiday year).

3.2. If no agreement has been made concerning the timing of the holiday, or if no such agreement is made at a later date, the holiday will be timed as residual holiday.

- 3.3. If an agreement has been made concerning the taking of transferred holidays, such an agreement can only be changed by means of a new agreement.
- 3.4. By 31 December (until 1 January 2021: by 30 September after the end of the holiday year) the employer must send written notification to the party who is to pay the holiday allowance for the holidays transferred stating that the holidays have been transferred. This may be done by sending a copy of this agreement.

Date: _____

Signature, employer

Signature, employee

Annex B. Examples of holiday transfer

Holiday period 0

The employee has 25 days of holiday. The employee takes 20 days of holiday in holiday period 0. The employee transfers a maximum of five holidays to holiday period 1.

Holiday period 1

The employee has 25 days of holiday plus 5 transferred days of holiday from holiday period 0, that is a total of 30 days of holiday. The employee takes 20 days of holiday. The employee has 10 days of holiday left, which are ‘transferred’ to holiday period 2.

Holiday period 2

The employee has 25 days of holiday plus 10 days of holiday, that is a total of 35 days of holiday. The employee takes 20 days of holiday out of the 25. In addition, the employee must take five days of holiday as transferred days of holiday from holiday period 0. The employee then has 10 extra days of holiday, which may be taken in holiday period 3.

Holiday period 3

The employee has 25 days of holiday plus 10 transferred days of holiday, that is a total of 35 days of holiday. The employee takes 20 of the 25 days of holiday. In addition, the employee must take five days of holiday that have been ‘transferred’ from holiday period 1. The employee then has 10 additional days of holiday, which may either be taken in holiday period 3 or be transferred to holiday period 4, and so on.

Annex 16. Protocol on the Skills Development Fund for Transport and Warehouse Workers

This protocol applies to the Collective Agreement on Warehouse Work between the Danish Chamber of Commerce – Employers and 3F and the Collective Agreement on Transport Work between the Danish Transport and Logistics Association (DTL) and the 3F Transport Group.

16.1 Objective

The objective of the Skills Development Fund for Transport and Warehousing (TLK) is to ensure development of workers' skills in order to maintain and strengthen their employability and also to maintain and strengthen the competitiveness of enterprises.

With this agreement the parties wish to create a dynamic basis for the activities and means set aside by enterprises for education and training purposes; see clause 36.

16.2 Financial basis

The contributions of enterprises can be calculated and paid in connection with similar calculations and payments to ATP for the groups of employees in question.

Contributions are calculated on the basis of the number of employees covered by the collective agreements between the parties.

The collection of contributions payable to the Fund is managed by an administrator elected by the board of the Fund, currently PensionDanmark.

16.3 Skills Development Fund for Transport and Warehousing

The parties to this collective agreement will set up a joint ownership to manage the contributions described in the preceding clauses.

The detailed guidelines for such administration are laid down in by-laws prepared by the board of the Fund.

The guidelines must include the following elements:

- Management and collection of contributions for the individual areas covered by the collective agreements
- Guidelines for the distribution of funds to individual employees and to the activities of enterprise training committees; see below
- Financial reporting and auditing
- Guidelines for reporting by enterprise training committees

- Determination and collection of VEU contributions if this task is vested in the social partners

The Fund is managed by a board of directors with equal representation of the parties.

16.4 Applications

Applications for funding from the Fund may be submitted by workers employed in an enterprise covered by the collective agreement between the parties or by a training committee set up by an enterprise covered by the agreement.

Employees submitting applications must do so through the enterprise, which certifies that the employment is covered by the collective agreement.

A reasonable balance between employees covered by the various collective agreements, relative to their contributions, must be sought in the allocation of funds.

16.5 Use of funds

The funds available should in principle be allocated in accordance with clauses 36 and 21.4.

Employees whose applications for funding from the Fund have been rejected are entitled to a written explanation.

The board of directors of the Fund may decide to use funds for other activities it finds relevant in terms of meeting the intentions.

16.6 Skills development managed in the enterprise

Member enterprises and their employees who want to manage the skills development funds themselves to an extent corresponding to their own contributions may choose to do so.

An employer may pre-allocate amounts corresponding to the amounts paid to the Fund by the enterprise in the calendar year in question. To do so, a shop stewards must have been elected in the enterprise and a training committee must have been established, with half the committee members having been nominated by 3F and the other half by the employer, all of whom must be employed in the enterprise. The shop steward is counted as an employee unless he or she chooses to give his or her seat in the committee to a colleague. The training committee must be approved by the Fund's board of directors.

Corporations with several workplaces may decide to have only one training

committee.

The rules for training committees' granting of support from the Fund must comply with guidelines issued by the Fund's board of directors.

If a training committee in an enterprise has spent all its 'own funds' it is possible to apply for additional support for activities from the central fund. .

The Fund supports skills development activities as described above within the scope of its financial means and on the basis of applications.

16.7 Other collective agreement area and enterprises having adhered to a collective agreement between the parties.

The Fund may decide to include other collective agreement areas or enterprises in the scheme set up in accordance with clause 16.3. Separate accounts will be kept for such areas and enterprises to ensure that funds from one area are not spent in another area.

Enterprises that follow the provisions of a collective agreement between the parties without being member of the Danish Chamber of Commerce – Employers, for example by means of an adhesion agreement, must pay contributions to the Fund. The board of directors may request that such enterprises pay a cost-based administration fee for the processing of applications from employees in their enterprises. The board of directors ensures that accounts for payment and disbursement of money from and to such enterprises are kept separate from those kept for enterprises that are members of the Danish Chamber of Commerce – Employers.

16.8 Basic conditions governing the scheme

The articles or amendment to the articles must be approved by the parties.

If, in the period covered by this collective agreement, the Danish Parliament adopts rules which lay down additional payment requirements or imposes other obligations concerning continuing education and training on the parties to this agreement, member enterprises and/or employees, the agreement lapses.

Annex 17. Protocol on general guidelines for pilot schemes

The local parties often wish to try out different options of which the collective agreement between the Danish Chamber of Commerce – Employers and the 3F Transport Group does not take account.

Provided there is a local agreement, the parties to the collective agreement therefore agree that it should be possible to carry out pilot schemes that deviate from the provisions of the collective agreement.

A precondition for such pilot schemes is that they are approved by the parties to the collective agreement. This protocol sets out guidelines for the consideration and approval of pilot schemes by those parties.

- 1.** A precondition for agreements on pilot schemes is that the scheme is set up as a local agreement and that the local agreement clearly provides the following information:
 - a.** name and title of a management representative;
 - b.** names of shop stewards and information about the member groups they are shop stewards for. In enterprises without a shop steward, the names of the employees covered by the agreement must be stated;
 - c.** a statement to the effect that the agreement will automatically cease to apply without notice at the end of the pilot scheme period;
 - d.** a statement to the effect that termination of the agreement cannot lead to industrial dispute resolution, and that termination means that the agreement will lapse with effect two months after termination.
- 2.** Applications must be submitted to the parties to the collective agreement.
- 3.** If requested by either party, the application for approval must be considered at a meeting between the parties to the collective agreement.
- 4.** The parties to the collective agreement must consider the application as soon as possible and communicate the outcome in writing. If a meeting is to be held, it must be scheduled within 14 days after receipt of the application. A rejection of a pilot scheme must be motivated.
- 5.** The parties to the agreement must be notified of termination of the agreement.
- 6.** In a pilot period, disputes relating to the specific subject matter may be subjected to industrial dispute resolution in the same way as the other provisions of the collective agreement.

7. The parties to the collective agreement may request a written report from the local parties

Annex 18. Protocol on the implementation of the directive on fixed-term work

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

The Danish Chamber of Commerce – Employers and the 3F Transport Group have entered into the following agreement with a view to implementing Council Directive 99/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work.

The parties agree that

- the collective agreements applying between the parties are not contrary to the provisions of the directive, and
- the organisation agreement implements the directive.

18.1 Objective

The objective of the agreement is

- to enhance the quality of fixed-term employment by avoiding discrimination, and
- to lay down a framework that will prevent misuse in the form of several consecutive fixed-term employment contracts or employment relationships.

18.2 Scope of application

This agreement applies to all workers employed in fixed-term employment covered by the collective agreements made between the parties.

The agreement does not apply to

- employees enrolled in a basic vocational training programme or in an apprentice programme or to employees whose employment relationship is rooted in public or publicly supported programmes aimed at education, training, retraining or integration, and
- people who are made available to a user enterprise by a temporary staff agency.

18.3 Definitions

The following definitions are used for the purposes of this agreement:

- **Fixed-term worker**

A person having an employment contract or relationship entered into directly between an employer and a worker where the end of the employment contract or relationship is determined by objective conditions such as reaching a specific date, completing a specific task, or the occurrence of a specific event.

- **Comparable permanent worker**

A worker with an employment contract or relationship of indefinite duration, in the same establishment, engaged in the same or similar work/occupation, due regard being given to qualifications/skills.

Where there is no comparable permanent worker in the same establishment, the comparison shall be made by reference to the applicable collective agreement, or where there is no applicable collective agreement, in accordance with national law, collective agreements or practice.

18.4 Principle of non-discriminatory treatment

In terms of employment conditions, employees with fixed-term contracts may not be treated less favourably than comparable permanent employees if the reason is solely the limited duration of their contract, if the difference in treatment is not based on objective factors or if the conditions as a whole are not less favourable than those applying to comparable permanent workers.

The principle of proportional wages and proportional rights apply to the areas covered by this collective agreement.

Provisions in the collective agreements made between the parties under which a certain seniority is required in relation to certain employment conditions are the same for people in fixed-term employment as for permanent employees, unless a requirement of different seniority is based on objective factors.

18.5 Provisions on misuse

In order to avoid misuse in the form of several consecutive fixed-term employment contracts or employment relationships, the renewal of such contracts or relationships must be based on objective factors, which may, for example, relate to matters in the enterprise, the nature of the work, industry-specific factors or circumstances relating to the employee.

18.6 Information and job opportunities

The employer must inform employees on fixed-term contracts of the jobs they can apply for in the enterprise so as to ensure that they have the same chance of obtaining permanent employment as others.

Such information may be given personally, through the relevant shop steward(s) in the enterprise or by means of display at one or more suitable places in the enterprise.

The employer must to the greatest possible extent make it easy for employees on fixed-term employment contracts to gain access to vocational education and training so as to enable them to improve their skills, increase their career opportunities and improve their employability.

18.7 Information and consultation

Employees in fixed-term employment are counted as full-time employees in the calculation of whether the enterprise is above the limit that determines whether bodies with representatives of workers can be set up in pursuance of a collective agreement, an act of parliament and the like to represent workers as laid down in national rules and regulations or in Community law.

The employer must to the greatest possible extent provide suitable information about fixed-term employment in the enterprise to existing bodies representing the workers.

18.8 Industrial dispute resolution

Disputes concerning this agreement are treated in accordance with the general rules on industrial disputes and labour law provisions.

18.9 Concluding remarks

The parties agree that this agreement does not affect the protection that fixed-term employees enjoy under the collective agreements in force between the parties, and that it has not been the parties' intention to change any rules or judicial practices that apply to employees covered by the collective agreements between the parties.

The provisions of this agreement apply subject to more specific Community rules and regulations.

The agreement between the organisations comes into force on the date on which it is signed. No industrial dispute procedures may be initiated before that date. This does not apply in the event of breach of the provisions of the collective agreement.

In the event of termination of the agreement, the parties must comply with the provisions regarding implementation of Council Directive 99/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP, until another collective agreement replaces it or the directive is amended. The parties agree that industrial action is not allowed in relation to this implementation agreement.

Annex 19. Protocol on implementation of the Equal Pay Act, etc

The parties agree to implement the Danish Equal Pay Act in the collective agreements. Given this, the parties agree on the following protocol wording:

19.1.1

No wage discrimination in conflict with the provisions of this agreement is allowed. This applies both to direct discrimination and indirect discrimination.

19.1.2 All employers must pay men and women equal wages for equal work and work of equal value, with regard to all pay elements and all pay conditions. When a professional qualification system is used to determine pay levels, the system must be based on the same criteria for male and female workers and be designed in such a way that it precludes gender discrimination.

19.1.3 The assessment of the value of work must be based on an overall assessment of relevant qualifications and other pertinent factors.

19.1.1a.1

Direct discrimination occurs when a person because of his or her gender is given less favourable treatment than another person is given or would be given in a similar situation. Any form of inferior treatment of a woman in connection with pregnancy and during her 14 weeks of absence after childbirth is deemed to be direct discrimination.

19.1.1a.2 Indirect discrimination occurs when a provision, criterion or practice that is seemingly neutral would place people of one gender in a position inferior to that of people of the other gender, unless the provision, criterion or practice is objectively based on a pertinent purpose and the means to achieve that purpose are appropriate and necessary.

19.1.1a.3 Wages are the ordinary basic or minimum wages and all other payments that an employee receives directly or indirectly from the employer in connection with the employment relationship and which are paid in money or in kind.

19.2.1

A wage earner whose pay, contrary to clause 18.1, is lower than the pay received by others is entitled to receive the difference.

19.2.2 A wage earner whose rights are infringed as a result of gender-based wage discrimination may be awarded compensation. The compensation is determined on the basis of the length of employment of the wage earner and other pertinent matters.

19.2.2a

A wage earner is entitled to disclose information about his or her own pay. Information may be disclosed to anybody.

19.3.1

An employer may not dismiss an employee or subject an employee or employee representative to other types of unfavourable treatment in response to a complaint or as a result of the employee or the employee representative having presented a demand for equal pay, including equal pay conditions, or a result of the employer or employee representative having disclosed pay information. An employer may not dismiss an employee or an employee representative on the grounds that he or she has presented demands under clause 4.1.

19.3.2 It is up to the employer to prove that a dismissal is not contrary to the provisions of clause 18.3.1. If the dismissal takes place more than a year after the employee has made a request for equal pay, the first sentence only applies if the employee can refer to actual circumstances that give reason to assume that the dismissal was made in a manner contrary to clause 19.3.1.

19.3.3. Dismissed employees may claim compensation or reinstatement in the job. Reinstatement must be made in accordance with the principles set out in the Main Agreement. Compensation must be fixed on the basis of the length of the employee's employment and other pertinent matters.

19.4.1

An employer with at least 35 employees must prepare gender-specific pay statistics for groups with at least 10 employees of each gender on the basis of the six-digit DISCO code for use in the hearing and consultation of employees concerning pay disparities between men and women in the enterprise. This does not apply to enterprises in the fields of agriculture, horticulture, forestry and fisheries. If gender-specific statistics have been submitted as confidential information due to the enterprise's legitimate interests, the information may not be disclosed to others.

19.4.2 The gender-specific pay statistics set out in clause 18.4.1 must be prepared for each employee category with the same level of detail as the six-digit DISCO code. The employer has a duty to explain the structure of the statistics and the pay concept applied.

19.4.3 Enterprises reporting annual pay statistics to Statistics Denmark may request gender-specific pay statistics as set out in clause 18.4.1 from Statistics Denmark free of charge.

19.4.4 The employer's obligation to prepare gender-specific pay statistics under clause 19.4.1 lapses if the employer enters into an agreement with the employees in the enterprise requiring the preparation of a report. The report must contain a description of the terms and conditions that are relevant to the payment of men and women in the enterprise and of specific action-oriented initiatives of a duration of up to three years, as well as the detailed follow-up on them in the period covered by the report. The report must cover all employees in the enterprise and must be treated in accordance with the provisions set out in the Collaboration Agreement. The report must be prepared by the end of the calendar year in which the duty to prepare gender-specific pay statistics applied.

19.5.1

An employee who believes that the employer does not comply with the duty to pay equal pay and to provide equal pay terms as set out in this agreement may have the claim decided in an industrial dispute resolution procedure.

19.5.2 If a person who believes his or her rights have been violated (see clause 1) presents actual circumstances that give rise to assume that direct or indirect discrimination has taken place, it is up to the other party to prove that the principle of equal treatment has not been violated.

19.6.1

If the unions find there is a reason to initiate industrial dispute resolution procedures in accordance with the rules set out above, an inspection with the participation of the organisations may be held in the enterprise before the matter is submitted for industrial dispute resolution.

19.6.2 In industrial dispute resolution proceedings concerning equal pay, it must be agreed at the mediation meeting or prior to the mediation meeting what information will be given to the union with a view to an assessment of the matter.'

The parties agree that the Danish Equal Pay Act does not apply to employment relationships covered by the collective agreement between the parties and that disputes concerning equal pay must be resolved in the industrial dispute resolution system.

The parties also agree to incorporate into this agreement any changes to the Equal Pay Act that result from changes of obligations under EU law.

Annex 20. Protocol on pension for persons employed in flexible jobs

The Danish Chamber of Commerce – Employers and the 3F Transport Group agree that the following applies to employment relationships covered by collective agreements between the Danish Chamber of Commerce – Employers and the 3F Transport Group.

The parties agree to derogate from the mandatory provisions of the collective agreements concerning contributions to a specific pension scheme for persons who due to reduced capacity to work are employed in a flexible job eligible for subsidies as outlined below.

For employees who have a subsidised flexible job and who at the time of their employment were covered by/members of one or more pension schemes set up under a collective agreement, pension contributions must be paid to the pension scheme to which contributions were paid most recently.

It is a condition for the implementation of the provision above that a specific agreement to that effect has been made between PensionDanmark and the other relevant pension provider(s).

As regards the size of the pension contribution reference is made to the collective agreement that applies to the employment relationship.

If no pension contributions have been paid for an employee, pension contributions must be paid to the pension scheme that is stated in the collective agreement applying to the employment relationship. In that case, the pension provider must be notified specifically about the employee's employment relationship.

Annex 21. Organisation agreement on holiday guarantee scheme

This organisation agreement comes into force on 1 September 2020 and replaces the organisation agreement of 2008 between the 3F Transport Group and the Danish Chamber of Commerce – Employers.

Given that the Danish Holiday Act and various administrative provisions associated with the act apply, the parties agree that the rules listed below replace the provisions on a holiday account set out in the act.

21.1 This holiday scheme applies to employees in enterprises that are members of the Danish Chamber of Commerce – Employers.

21.2 Both during employment and in connection with a change of workplace, employees will be able to find information about the holiday allowance in Feriepengeinfo to which they are entitled.

21.3 Casual workers or workers who have been employed several times on a short-term basis with the same employer are covered by clauses 21.4 and 21.5.

21.4 Employees are entitled to one day of leave for each 67 hours of employment, the maximum being 25 days of holiday. If the work performed has been of shorter duration, the holiday entitlement will be proportional to the employment period. In the calculation of the length of holidays, half days are used, which means that the total holiday will be rounded to the nearest half holiday.

21.5 Employees are entitled to holiday allowance during absence due to sickness (see clause 21.9), provided they can prove that they have worked for the employer for at least 1,864 hours over the past 24 months.

21.6 Holiday allowance is calculated in accordance with the general provisions of the Danish Holiday Act. However, holiday allowance during absence due to sickness or injury for employees over the age of 18 is determined on the basis of earnings amounting to DKK 1078.18, from 1 March 2021 DKK 1101.86 and from 1 March 2022 DKK 1125.17. This amount is payable irrespective of wage conditions and wage type and is subject to ordinary regulation, including regulation relating to general upwards or downwards adjustments of wages.

For employees under 18 the calculation basis is as follows:

- 17-year-olds 80%

- Others 60%

of the rates set out above.

21.7 Holiday allowance corresponding to the length of the holiday is paid together with the first wage payment after the enterprise has received the employee's request for payment from Feriepengeinfo, but not earlier than one month before the holiday is taken.

21.8 Holiday allowance that has not been claimed by the end of the holiday period in which the holiday should have been taken will go to the Holiday Fund of the Danish Chamber of Commerce – Employers and is transferred to:

Feriefonden for Dansk Erhverv Arbejdsgiver Børsen
(The Holiday Fund of the Danish Chamber of Commerce – Employers)
Børsen
DK-1217 Copenhagen K
Jyske Bank account number 5078-101 660-0

An exemption is holiday allowance related to the fifth holiday week and holiday allowance related to discretionary holidays concerning which it has been agreed that they will be deferred until a time after the end of the holiday period.

For wage-earners who are not covered by a holiday card scheme set out in a collective agreement between the parties to this agreement, unclaimed holiday allowance will be paid to:

Arbejdsmarkedets Feriefond
(Labour Market Holiday Fund)
Otto Mønstedes Gade 5
DK-1571 Copenhagen V

unless otherwise provided in another collective agreement.

21.9 By signing this agreement, the Danish Chamber of Commerce – Employers guarantees payment of the amounts stated.

21.10 Disputes that may arise as a result of the provisions set out above can be submitted for industrial dispute resolution in accordance with applicable dispute resolution rules.

Annex 22. Agreement on the implementation of the Working Time Directive for mobile workers

Agreement on the implementation of Directive 2002/15/EC of 11 March 2002 on the organisation of the working time of persons performing mobile road transport activities.

22.1 Scope of application

The Danish Chamber of Commerce – Employers and the 3F Transport Group have made the following agreement regarding enterprises covered by the Collective Agreement on Warehouse Work between the Danish Chamber of Commerce – Employers and the 3F Transport Group and the Collective Agreement on Transport between the Danish Transport and Logistics Association and the 3F Transport Group.

22.2 Derogations

The parties agree that the provisions in Directive 2002/15/EC concerning purpose (Article 1), scope (Article 2), definitions (Article 3), maximum weekly working time (Article 4), breaks (Article 5), rest periods (Article 6) and night work (Article 7) apply with the following exceptions agreed in accordance with Article 8, unless otherwise stated in the collective agreements mentioned above.

a. Reference period for calculation of average weekly working time.

The maximum weekly working time may be extended to 60 hours, provided that the average working time does not exceed 48 hours over a period of six months.

b. Night work – night period

Night period is defined as a period of at least four hours' duration between midnight and 4am, unless other times for the four-hour period between midnight and 7am are agreed in writing locally.

22.3 Disputes

Disputes relating to this agreement are resolved in accordance with the agreement between the organisations concerning industrial dispute resolution.

22.4 Termination

The agreement comes into force at the time of the adoption of the Danish Act on the working time of persons performing mobile road transport activities.

The agreement may be terminated with six months' notice for termination on 1 June. If either organisation wishes to amend the agreement, it must notify the other party six months before termination, following which negotiations may be

conducted without any right to initiate industrial action, the purpose being to reach agreement and avoid termination of the agreement.

Even if the agreement has been terminated, the parties are obliged to comply with its provisions until the agreement is replaced by another agreement or the directive is amended.

22.5 Notification

The agreement is sent to the Danish Ministry of Employment for implementation of Article 14.

22.6 Extension of the scope of application

The parties agree that in the event of identification of areas not previously covered by the directive, negotiations must be initiated between the parties to determine whether special provisions should be added to this agreement.

22.7 The General Working Time Directive

The parties also agree that workers who are not covered by the Directive on the Working Time of Mobile Workers and this implementation agreement are covered by the General Working Time Directive and the implementation agreement between the Confederation of Danish Employers (DA) and the Danish Confederation of Trade Unions (LO).

Annex 23. Protocol on payment for driving licences

As regards reimbursement of the cost of acquiring a driving licence for use in digital tachographs during driving covered by the driving and rest time rules, the Danish Chamber of Commerce – Employers and the 3F Transport Group have made the following agreement covering workers employed in member enterprises covered by the Collective Agreement on Warehouse Work between the Danish Chamber of Commerce – Employers and the 3F Transport Group and the Transport Agreement between the Danish Transport and Logistics Association (DTL) and the 3F Transport Group.

The employer pays all expenses relating to a driver's acquisition/reacquisition of a driving licence. If the driver leaves the enterprise within a period of six months from the date on which the driving licence was issued, the employer may claim full repayment of the costs associated with the licence. Such repayment may be in the form of the amount being set off in the last payment of wages.

If the driving licence is lost, the driver must pay the costs of obtaining a replacement licence, except in the event of robbery/assault concerning which a police report has been made.

As regards new employees, the employer may make it a condition for employment that the worker has a driving licence, which means that new employees bear the cost of acquiring a driving licence themselves.

The parties recommend the use of the form below, 'Receipt for driving licence', be used when the employer pays the cost of acquiring a driving licence.

Receipt for driving licence

The undersigned driver _____
has received a driving licence paid for by the employer.

If the driver resigns his position within six months from today's date, the driver will reimburse all costs incurred in connection with the issue of the licence.

Reimbursement of costs may be in the form of offsetting the amount in the last payment of wages.

_____, _____
Place Date

Driver's signature

Annex 24. Protocol on transitional provisions for semi-skilled workers

Enterprises which are or become members of the Danish Chamber of Commerce – Employers and which employ semi-skilled workers covered by the Transport and Logistics Agreement between DI Collective Agreements (ATL) and the 3F Transport Group may continue to pay semi-skilled workers basic wages plus an allowance for semi-skilled work without any further allowances, provided that such semi-skilled workers were only paid basic wages and an allowance for semi-skilled work at the time of the transition to the Collective Agreement on Warehouse Work between the Danish Chamber of Commerce – Employers and the 3F Transport Group.

No work-related supplements for semi-skilled workers thus apply in this scenario.

Copenhagen, 7 October 2008

Danish Chamber of Commerce
– Employers
Laurits Rønn

United Federation of Danish workers
(3F)
Jan Villadsen

Danish Transport and Logistics Association
(DTL)
Laurits Rønn

Annex 25. Protocol on staggered hours of work

Enterprises employing warehouse workers, semi-skilled workers and cold store workers who are or become members of the Danish Chamber of Commerce – Employers and are covered by the Collective Agreement on Warehouse Work between the Danish Chamber of Commerce– Employers and the 3F Transport Group may apply provisions on staggered hours of work including the rates set out in the applicable Collective Agreement on Warehouse and Freight Terminal Workers between DI Collective Agreements (ATL) and the 3F Transport Group, provided that they were covered by and applied the provisions on staggered hours of work at the time when the agreement was made.

Copenhagen, 7 October 2008

Danish Chamber of Commerce
– Employers
Laurits Rønn

United Federation of Danish workers
(3F)
Jan Villadsen

Danish Transport and Logistics Association
(DTL)
Laurits Rønn

Annex 26. Protocol on night work and health checks

Night work

Night workers are employees who in the period between 10pm and 5am

- normally work at least three of their daily hours of work in the night period, or
- perform at least 300 of their annual hours of work in the night period.

Frequency

Employees must be offered a free health check before they start as night workers.

The parties also agree that workers who are classified as night workers according to the agreement must be offered health checks within regular periods of not more than two years.

When must health checks be carried out?

The parties agree that if health checks take place outside the normal hours of work of the employee in question, the employer must pay compensation.

Model for health check procedure

Health checks must be performed by a physician familiar with the correlation between night work and health issues.

Health checks must be carried out in the following way:

1. The worker is given a physical health check.
2. Based on the health check and a dialogue with the worker, the physician prepares an overall conclusion regarding the worker.
3. The data disclosed in connection with a health check remains confidential and belongs to the worker alone. The data may not be disclosed to the employer unless the employee takes the initiative to do so.

Report to the safety committee in large enterprises

It is the opinion of the parties that it would be logical for the safety committee in the enterprise on its own initiative to monitor whether health checks are carried out in compliance with applicable rules.

Annex 27. Protocol on electronic documents

It will be possible for enterprises with discharging effect to submit payslips and possibly other documents to be exchanged during or after the employment relationship by means of the electronic mail systems available, for example e-boks or email.

Enterprises wishing to make use of use this option must notify employees three months in advance unless otherwise agreed. After the expiry of the notice period, employees who are unable to use the electronic systems may contact the enterprise to have the documents in question provided to them.

Annex 28. Protocol on contributions to the Development and Cooperation Fund for Transport and Warehousing

Against the backdrop of the establishment of a Development and Cooperation Fund for Transport and Warehousing (the Fund) and the basic capital of the Fund (see clause 37.2), the parties agree that the Fund will receive the following additional contributions:

- The Training and Development Fund for Freight Transport (GUU) pays annual contributions to the Development and Cooperation Fund for Transport and Warehousing in the amount of DKK 0.10 for each working hour performed by members covered by GUU.
- Enterprises pay DKK 0.20 for each working hour performed for employees covered by the Transport Agreement between the Danish Transport and Logistics Association (DTL) and the 3F Transport Group. From the second quarter of 2020 the contribution is DKK 0.25 for each working hour performed.
- Enterprises covered by other collective agreements under the umbrella of the Fund pay DKK 0.30 for each working hour performed. From the second quarter of 2020, the contribution is DKK 0.35 for each working hour performed.

Contributions to the Fund are collected together with the contributions to the Skills Development Fund for Transport and Warehousing (TLK). The contributions are calculated and saved separately from other funds in TLK.

At the end of the financial year, unused contributions under this protocol are refunded to the parties, unless they agree on a different use of the funds.

Annex 29. Organisation agreement on pilot scheme

The agreements on a pilot scheme listed below and made in connection with the renewal of the collective agreement in 2017 are made permanent in connection with the renewal in 2020.

- Agreement 7 on shop stewards as regards the following provisions
- Clause 31.5
- Clause 31.6
- Clause 31.7, para 3
- In clause 31.9, para A, second paragraph, the words 'agree with' are replaced with 'notify'
- Clause 31.9, para A.3
- Clause 31.9, paras B, C and D
- In clause 31, 10, para A.1 the wording 'If an agreement has been made' is replaced with 'When notification has been given'
- Clause 31.10, para B on shop steward remuneration
- Agreement 8 on local agreements
- Agreement 9 on local wages
- Agreement 19 on the funding of shop steward remuneration

Annex 30. Understanding of the rules on time off in lieu for systematic overtime work

Time off in lieu for systematic overtime work (see clause 13.4 and clause 14.6, last paragraph) is to be construed as follows:

The philosophy behind the model described is to enable enterprises with varying production needs to announce the use of systematic overtime work in situations where it has proved impossible to achieve a local agreement on varying hours of work on the condition that the systematic overtime work is cancelled out by means of time off in lieu within a maximum period of twelve months.

It should be noted that the model cannot be used to achieve a permanent increase in the enterprise's production capacity, for example through a permanent 42-hour working week with time being taken in lieu on an ongoing basis, unless the local parties make an agreement to that effect.

It should also be noted that the model does not involve a rolling 12-month equalisation period in line with the principles applying to other overtime work, in relation to which a rolling four-month period is used. The period in question is a period not exceeding twelve months from the introduction of the systematic overtime work within which time off in lieu must be taken. If time off in lieu has been taken for systematic overtime work before the expiry of the 12-month period, the overtime will be considered to have been equalised, and a new 12-month period will begin if systematic overtime work is required again.

Annex 31. Organisation agreement on the management of cases concerning lack of payment and reporting of pension contributions

In order to streamline the procedures for the management of cases concerning lack of reporting and failure to pay pension contributions by enterprises is covered by collective agreements signed by the 3F Transport Group and the Danish Chamber of Commerce – Employers, the parties below have entered into the following agreement:

Management of cases in PensionDanmark

Before a case is submitted to the organisations, PensionDanmark sends two reminders to the enterprise.

- If the enterprise has not reported or paid pension contributions by the 10th of the month at the latest, the first reminder is sent on the 17th day of the month, setting a deadline of three days for payment.
- The second reminder is sent on the 26th day of the month giving a new deadline of three days if the enterprise still has not paid pension contributions or has stated that it has no employees.

If the enterprise pays the pension contributions owed or reports that it has new employees within the deadline stated, PensionDanmark closes the case.

Otherwise the matter will be handed over to the organisations for further case processing.

Management of cases in the organisations

The Danish Chamber of Commerce – Employees receives a request from the 3F Transport Group stating which enterprises should be subjected to case processing, and at the same time a meeting of organisations is agreed by the parties.

The Danish Chamber of Commerce – Employers informs the enterprise in writing about the case in question, and the enterprise is requested to pay the unpaid pension contributions within 14 days or – if the enterprise has no employees – to report that it has no employees.

If the enterprise pays pension contributions owed or reports that it has no employees before the meeting of organisations, the case will be closed and nothing further will be done.

If, despite a repeated request from the Danish Chamber of Commerce –

Employers, the enterprise does not pay the pension contributions owed or report that it has no employees, the case will be considered at the meeting of organisations agreed.

Payment of penalty

At the meeting of organisations, the enterprise will be requested to pay the amount owing.

In addition, the enterprise will be ordered to pay a penalty which, if it is the first such penalty, will total 17% of the amount owing, however with a minimum of DKK 1000.

Annex 32. Organisation agreement on cooperation in enterprises of all sizes

The parties recognise that enterprises will be facing dramatic changes in connection with the green transition, a changing labour market with new technologies ranging from self-driving trucks to automated warehouses and a job market characterised by later retirement.

The many new challenges entail a greater need for cooperation at all levels between managers and employees and in all types of enterprises. The parties agree that it is best to involve employees in maintaining and developing enterprises' adaptability and innovative abilities, one approach being to discuss the need for new skills and ongoing upskilling. The introduction of new technology requires increased focus on continuing education and training and on capacity for change.

In future the role of health and safety representatives will become increasingly important in joint efforts to ensure high health and safety standards and productive enterprises. The parties agree that health and safety representatives must be at the centre of systematic health and safety work, including the determination of goals, workplace assessments and the prevention of accidents.

One responsibility of health and safety representatives will be to raise the awareness of colleagues and management of health and safety at work. It is key that health and safety representatives in collaboration with management and shop stewards maintain a special focus on strategic assignments performed under the umbrella of the health and safety organisation, works councils or other collaborative forums.

Later retirement from the labour market will increase the need to continuously create the best possible framework for high health and safety standards, which should be ensured by involving the health and safety representatives. The parties agree that good health and safety standards at work are conducive to high productivity and a sound economy.

In order to prepare enterprises for tapping the potential provided by the green transition, including the potential offered by green transition in the global market, it is increasingly necessary for employees constantly to be abreast of health and safety challenges presented by new work assignments. The use and development of new technology is crucial for enterprises' competitiveness, for employment, for health and safety at work and for the well-being of workers. The health and safety representative is therefore an important ambassador in terms of involving

workers in the radical transformation needed to achieve new ambitious climate goals.

In small enterprises without any elected employee representatives such as health and safety representatives or shop stewards it will be logical to use the annual health and safety meeting between management and employees to discuss the health and safety challenges cited above and in continuation of this to determine how collaboration should take place in the forthcoming year.

In enterprises with elected employee representatives such as health and safety representatives or shop stewards, but without a health and safety committee and a works council it will be natural to have discussions between management and employee representatives at dedicated meetings, and committees or working groups on specific themes may also be set up.

Given the specific work routines applying to the areas covered by the collective agreement, the parties agree to recommend that in enterprises with health and safety representatives or shop stewards but without health and safety committees and works councils, actual forums for dialogue between management, health and safety representatives and shop stewards be established. Enterprises needing help to set up a dialogue forum may obtain such help from the organisations.

In enterprises with a health and safety committee or a works council it will be natural that management and employee representatives discuss the basis for good health and safety standards on a regular basis, including in relation to green transformation, new technologies and later retirement from the labour market. The parties agree that it is important to involve health and safety representatives in such matters.

Annex 33. Organisation agreement on pension plan costs

The parties to this agreement, who have a shared interest in keeping the costs of pension plans at a suitably low level, monitor the cost levels of enterprise pension plans in the areas covered by the collective agreement.

Once a year, generally in May, the 3F Transport Group and the Danish Chamber of Commerce – Employers hold a cost meeting at which the parties exchange information.

The parties to the collective agreement will endeavour to develop a model for the provision of shared data that will give the parties a basis for assessment of whether the costs of specific plans deviate substantially from the general cost level of providers of occupational pension plans.

If it is noted at the meeting that one or more plans give reason to assume that the associated costs deviate substantially from the general cost level of providers of occupational pension plans, the Danish Chamber of Commerce – Employers will contact the enterprise and/or the provider of the pension plan in order to receive their comments within a month from the meeting so that the parties to the agreement can review them.

If the parties then agree that the cost level is substantially above an acceptable cost level offered by providers of occupational pension plans, the enterprise will be given a time limit of one month to notify whether:

- the enterprise will reduce costs within six full months to an agreed lower, appropriate level, and whether documentation of this will be sent to the parties within the deadline, or
- the plan has been terminated with the discharge notice applying to it (documentation to be enclosed) so that payment will subsequently be made to the pension plan set out in the collective agreement or some other occupational pension plan; see the provisions on change of pension provider.

If an enterprise does not contribute to clarifying the matter despite having been reminded to do so, or if it fails to take one of the measures listed above, the parties will deprive the enterprise of the possibility of using an occupational pension plan for employees covered by the collective agreement in a period of three years. A period of notice of three full months must be given.

If the parties failed to reach agreement at the meeting as to whether the cost level

of a specific occupational pension plan is acceptable or will be reduced to an acceptable level, the matter must be submitted for dispute resolution in accordance with the provisions of the collective agreement.

This is a pilot scheme that will be in operation in the collective agreement period from 2020 to 2023. If the parties agree at the end of this period, the scheme may continue, if appropriate with changes agreed upon by the parties. Otherwise the organisation agreement will lapse.

Annex 34. Data protection

The parties agree that clauses in collective agreements and the associated case processing must be interpreted and processed in conformity with the General Data Protection Regulation (EU) 2016/679, which entered into force in Denmark on 25 May 2018.

The parties agree that the implementation of the General Data Protection Regulation must ensure that the current practice of collecting, storing, processing and disseminating personal data in accordance with employment and labour law rules and regulations can continue.

This organisation agreement applies to all collective agreements made between the parties.

Annex 35. Industrial dispute resolution in cases concerning harassment, bullying and other offensive actions

The parties have a common interest in ensuring that matters concerning harassment, bullying and other offensive actions are dealt with as quickly as possible with maximum respect for the local parties involved.

The parties have therefore agreed to set up a committee for the term of the collective agreement to examine the industrial dispute resolution procedures and where appropriate suggest new approaches to resolving conflicts in matters of this nature.

The work of the committee will be based on experience already gained in relation to other collective agreements applying to organisations that are members of the Confederation of Danish Employers (DA).



DANSK ERHVERV

Arbejdsgiver

United Federation of Danish Workers (3F)
Transport Group Kampmannsgade 4
1790 Copenhagen V
Tel +45 7030 0300
3f@3f.dk
www.3f.dk

Danish Chamber of Commerce –
Employers
Børsen
1217 Copenhagen K
Tel +45 3374 6000
info@danskerhverv.dk
www.danskerhverv.dk

3F item number 3021

