

**Delivery Personnel Collective Agreement
for the Copenhagen Metropolitan Area**

between

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

and

3F København

2020-2023

Table of Contents

1.	Scope of the collective agreement	4
2.	Working hours.....	4
3.	Wages	4
4.	Subscription delivery	6
5.	Statement of employment particulars	10
6.	Payment of wages.....	11
7.	Period of notice.....	11
8.	Illness etc.....	13
9.	Childbirth and Adoption	14
10.	Time off for child's/children's illness	16
10.	A Family days (children).....	17
11.	Holiday and Holiday Pay	17
12.	Special holidays.....	18
12.a	Days off	18
13.	Pension	19
14.	Development fund.....	24
15.	Supplementary training	24
16.	Rules for settling industrial disputes	25
17.	Principal agreement.....	27
18.	Collaboration agreement.....	27
19.	Accession to collective agreement and escalation for newly enrolled companies.....	27
	Protocol on weekly days off.....	30
	Protocol on priority right to vacant districts.....	31
	Protocol on trading wages for time off	32
	Protocol on changes to 24-hour rest periods.....	33
	Protocol on training committees	34
	Protocol on subscription delivery	35
	Protocol on the shop stewards' tasks in connection with subscription delivery	36
	Protocol on the promotion of shop stewards' and other employees' language skills	37
	Protocol on the preparation of a recommended statement of employment.....	38
	particulars.....	38

Protocol on the translation of the collective agreement.....	39
Protocol on electronic documents.....	40
Protocol on the irregularities-investigation committee	41
Protocol on ad hoc work groups	42
Codex for agreements with foreign employees.....	43
Protocol on a competence development fund.....	44
Protocol on an Information and Collaboration Fund	45
Protocol on improved health checks in connection with night work.....	46
Protocol on social dumping	47
Protocol on sub-distributors.....	48
Protocol on committee work concerning the Calculation Committee.....	49
Protocol on committee work on payroll control	50
Protocol on covering developments in other forms of work	51
Protocol on committee work concerning the training of employees and the	52
introduction of the concept of agreed-upon training	52
Protocol on holidays in connection with the transition to a new holiday year.....	53
Protocol on the introduction of new employees	54

1. Scope of the collective agreement

This collective agreement shall cover employees over the age of 18 who are engaged in distribution in the Copenhagen Metropolitan Area, that is, for postcodes up to 3000 plus 3460, 3500 and 3520.

Employees, who are 17 years of age, but not yet 18, shall be covered by the stipulations of Section 4 and be paid 80% of the wage rates stipulated in Section 4.

2. Working hours

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

2.2 Distribution can take place every day of the week.

2.3 Employees must appear in person at the places and times stipulated by the company.

2.4 Employees shall be given 14 days' notice of any permanent change of meeting place and times. For other changes that may be considered material, each employee's individual period of notice shall apply, unless otherwise agreed or stipulated in the collective agreement.

2.5 Ordered work exceeding 37 hours per week shall be considered overtime and shall be compensated by a supplement of 50% for the first three hours and 100% for subsequent hours. Subject to agreement with the employee, the supplement may be converted into time off in lieu.

This stipulation does not apply to work covered by Section 4.

3. Wages

For subscription delivery personnel, please see Section 4 Subscription delivery.

Calculation systems

The employees shall be paid in accordance with the current calculation systems of each individual company.

On commencing employment, each individual employee shall be informed in writing of how his wages will be calculated. This also applies in the event of later changes to the calculation system. The employee may be given such information on his wage specification, cf. Section 6.

Changes to the calculation system

The employees shall be informed of any changes to the calculation system, for example by the shop steward.

Hourly wages

The company may choose to have the work carried out at an hourly rate (time-based pay), cf. Sections 4 and 5.

Minimum wage

The employees shall be guaranteed an average minimum hourly wage of DKK 122.25 on all days. Effective from the week of 1 March 2021, the hourly wage will increase to DKK 124.75. Effective from the week of 1 March 2022, the hourly wage will increase to DKK 127.25.

The pay shall be calculated over a 14-day period.

In addition, since 1. May 2007 a non-variable supplement has been paid, in replacement of a free-choice wage account. The non-variable supplement is amounted to DKK 2.18 effective from the week of 1 March 2016.

Special savings

As of 1 March 2020, employees covered by the collective agreement will save up 3.00% of the wages that qualify for holiday pay as special savings.

As of 1 March 2021, the savings shall equal 4% and, as of 1 March 2022, the savings shall equal 5% of the wages that qualify for holiday pay.

The amount comprises holiday pay, holiday allowance and any special holiday accumulation. The balance shall be settled on an ongoing basis and in connection with retirement, the balance shall be settled, and the amount paid out.

Supplement to the minimum wage

Where the work is carried out at an hourly wage (time-based pay), it is a basic assumption that the companies pay a supplement to the minimum wage to all employees whose qualifications entitle them to receive such a supplement.

Negotiations about a change in wages can only take place once every collective agreement year. Any increase of the minimum wage shall be set-off against any personal supplement the employee may have received in addition to the previously applicable minimum wage rate.

Consequently, an employee's wages will not be adjusted if they exceed the minimum wage applicable from time to time.

Insight into the calculation of wages

If the calculation of an employee's wages raises an issue which cannot be dealt with at the company, and no shop steward has been elected, the local branch of 3F (United Federation of Danish Workers) can contact the company by telephone and request a technical calculation of the employee's wages. Such request shall be complied with as quickly as possible and within a maximum of 14 calendar days.

If the local branch of 3F subsequently finds that the issue remains unresolved, it will be subject to further review in accordance with Section 17 Rules for settling industrial disputes.

4. Subscription delivery

Basic route amount, time usage etc.

Payment for subscription delivery of newspapers and magazines shall consist of a route basic amount.

The route basic amount shall include the minimum wage, cf. section 4.4, and a non-variable supplement of DKK 7.19.

Note:

Instead of establishing a free-choice wage account for the collective agreement period 2007-2010, the non-variable supplement was raised from DKK 6.00 to DKK 6.58 effective 1 May 2007 and by DKK 0.30 to DKK 6.88 effective 1 May 2008 and by DKK 0.31 to DKK 7.19 effective 1 May 2009.

The route basic amount shall be fixed by the company based on its estimate of a 'set time' for delivering the specific number of newspapers and magazines.

The estimate of time required shall be based on the nature of the route, including distances and other physical circumstances, keys, subscription structure, and building types, conditions and structure.

The estimate of time required shall take into account the fact that the work will be carried out at a recognized normal working pace (working pace 100).

A change in the form of an increase/decrease in the number of subscriptions from day to day or the like shall trigger an increase/decrease in the calculated number of units and the set time.

Note:

Employees who were on a contract for weekday delivery when the distribution was put out to independent distributors, and who were still on a contract for weekday delivery at the commencement of the lawful strike on 14 June 2002, shall receive a fixed supplement of DKK 15.00 per hour as from 16 September 2002, the effective date of the new collective agreement, instead of the supplement for contract delivery personnel, for as long as the terms and conditions of their contract are complied with.

Employees who were on a contract for Sunday delivery when the distribution was put out to independent distributors, and who were still on a contract for Sunday delivery at the commencement of the lawful strike on 14 June 2002, shall receive a fixed supplement of DKK 16.30 per hour as from 16 September 2002, the effective date of the new collective agreement, instead of the supplement for contract delivery personnel, for as long as the terms and conditions of their contract are complied with.

Calculation committee

If an employee or a shop steward dispute the company's estimate of time required, they can take up the issue with the employer.

If they fail to agree on the matter, either party can summon the equal representation calculation committee set up by the organizations and consisting of two representatives, one appointed by the Danish Newspapers' and Media Employers' Association and one appointed by 3F København.

The calculation committee shall establish its own working method.

The committee shall check whether the company's estimate of time required for the route(s) under dispute is in accordance with the actual average route time, taking account of the fact that the work is carried out at recognized working pace (working pace 100).

The committee can change the company's assessment of time used for the route(s) under dispute pursuant to Section 4.1, third paragraph.

The calculation committee's decision in the matter shall be binding on the local parties.

If the calculation committee fails to resolve the matter, the parties shall jointly appoint a technical expert whose decision shall be binding on the local parties. If the organizations fail to agree on the appointment of a technical expert, said expert will be appointed by the Industrial Tribunal.

Information about calculation of wages

On commencing employment, each individual employee shall be informed in writing of how his wages will be calculated. This also applies in the event of later changes to the calculation system. The employee may be given such information on his wage specification, cf. Section 6.

Minimum wage

The employees shall be guaranteed an average minimum hourly wage of DKK 122.25 on all days. Effective from the week of 1 March 2021, the hourly wage will increase to DKK 124.75. Effective from the week of 1 March 2022, the hourly wage will increase to DKK 127.25. The pay shall be calculated over a 14-day period.

It shall be a basic assumption that the companies will pay a supplement to the minimum

wage to all employees whose qualifications entitle them to receive such a supplement.

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

Any increase of the minimum wage shall be set-off against personal supplement the employee may have received in addition to the previously applicable minimum wage rate.

Consequently, an employee's wages will not be adjusted if they exceed the minimum wage applicable from time to time.

Hardship allowance

In addition to the route basic amount, a hardship allowance per hour, cf. Section 4, Subsection 1, of DKK 25.35 shall be guaranteed for work carried out between the hours of 23.00 and 06.00. For subscription delivery of morning newspapers which continues beyond 06.00, however, hardship allowance shall be paid until the end of the night delivery. Effective from the week of 1 March 2021, the amount will increase to DKK 25.75. Effective from the week of 1 March 2022, the amount will increase to DKK 26.17. For work carried out on Sundays and public holidays, a hardship allowance per hour, cf. Section 4, Subsection 1, of DKK 24.05 shall be guaranteed in addition to the route basic amount. Effective from the week of 1 March 2021, the amount will increase to DKK 24.43. Effective from the week of 1 March 2022, the amount will increase to DKK 24.82.

Subscription assistants

Subscription assistants employed by the company shall receive an hourly pay, cf. Sections 3.3, 3.4 and 3.5, plus a hardship allowance as stated in Section 4.5 and a counting allowance of DKK 6.00 per hour.

Note:

Employees who were employed as subscription assistants when the distribution was put out to independent distributors, and who were still employed as subscription assistants at the commencement of the lawful strike on 14 June 2002, shall receive a personal wage supplement as from 16 September 2002, the effective date of the new collective agreement, which shall guarantee that their overall pay will be maintained.

Waiting time

If an employee is subjected to waiting time through no fault of his own, the employee shall be paid the hourly wage, cf. Sections 4.1 and 4.5, during the extent of the waiting time. Payment will apply per quarter of an hour or any part thereof.

For payment to be effected, the employee shall await the arrival of the newspapers for up to an hour and, if they arrive, make a minimum of one round.

The pay for waiting time shall be increased by 25% if the employee makes his own rounds, including any special deliveries.

Payment for waiting time cannot be made conditional upon the work continuing beyond the employee's usual finishing time on the day in question, if the employee has a valid reason for not taking on work which continues beyond his usual finishing time on the day in question.

Agreements about a different kind of remuneration for waiting time can be made locally.

Special delivery due to delays

If, due to delays, the employee delivers some of the newspapers or delivers incomplete newspapers on the instructions of management, the employee shall have an obligation to make special delivery of the missing newspapers or missing sections of newspapers.

Payment for the extra work caused by such special delivery shall consist of a route basic amount and a hardship allowance, cf. Sections 4.1 and 4.5, and of the pay elements mentioned in the note to Section 4.1. The route basic amount shall be fixed by the company based on its estimate of a set time for delivering the specific number of newspapers and magazines.

Exceptionally large numbers of products:

In general, the number of products will be subject to weekly and seasonal fluctuations. Ordinary and predictable volume fluctuations constitute an integral part of the ordinary work.

The delivery of extraordinarily large and time-consuming volumes (many products, heavy products, etc.) that does not follow ordinary fluctuations cannot be required to be performed on the date of publication.

In the event that, as a consequence of exceptionally large and time-consuming volumes, an employee should not intend to perform the full delivery for the workday, the employee must forthwith, and no later than at delivery commencement, notify the employer of the location on the route to where the employee shall be committed to perform delivery. The employee shall not be entitled to payment for the non-completed part of the delivery.

As an alternative to non-completed the delivery and on the provision of agreement thereon, the employee and the employer may agree on remedial measures.

Transport

If, in non-recurring extraordinary situations, an employee is ordered to make a delivery on a route distant from his usual route(s), the employee shall receive an hourly wage (route basic amount plus hardship allowance) for time spent in transport plus reimbursement for kilometres travelled in accordance with the rates approved by the tax authorities.

Other arrangements can be agreed locally.

Public holiday allowance

For work on weekdays, the employee shall receive a public holiday allowance of 3% of the route basic amount and night allowance and of the pay elements mentioned in the note to Section 4.1.

Instead of an adjustment of a free-choice wage account in 2014, the supplement will be increased to 3.3% effective from the week of 1 March 2014. Effective from the week of 1 March 2015, the supplement will amount to 3.7%. Effective from the week of 1 March 2016, the supplement will amount to 4.0%.

Special savings account

As of 1 March 2020, employees covered by the collective agreement, shall save up 3.0% of wages that qualify for holidays with pay as special savings. As of 1 March 2021, such savings shall equal 4.0%, and as of 1 March 2022, such savings shall equal 5.0% of wages that qualify for holidays with pay.

This sum comprises holiday pay, holiday allowance and, if relevant, special holiday accumulation. The balance shall be settled every fortnight and in connection with retirement, in which case the balance shall be settled and the amount paid out.

The special savings shall come into force no later than on 1 September 2017 and be backdated to 1 March 2017.

Different calculation systems

Irrespective of the stipulations in this Section 4, the individual companies can make local agreements about different calculation systems, which replace these stipulations in full or in part.

5. Statement of employment particulars

5.1 The employment shall be confirmed in a statement of employment particulars, cf. Act No. 385 of 11 May 1994 as amended.

Employees employed from 1 July 2014 will be provided with a copy of the collective agreement together with their statement of employment particulars, or a reference will be made in the statement of employment particulars to DMA's website, www.mediearbejdsgiverne.dk, on which the collective agreement is available in a Danish-language and an English-language version. This provision is also comprised by the notice set forth in 5.2.

5.2 If an employer fails to comply with the rules under the Act on statements employment particulars and such failure to comply has not been corrected within five workdays from the date upon which the Danish Newspapers' and Media Employers' Association received the Union's written complaint, the employer can be ordered to pay compensation.

5.3 Any disagreement about this stipulation shall be conclusively settled by arbitration under the rules of Section 17.

6. Payment of wages

6.1 Wages shall be paid every two weeks.

6.2 The wages may be converted to a monthly payment of wages, if this is agreed in a local agreement, cf. Section 21. The local agreement may be terminated with six months' notice from the end of a month at the earliest. The transition to monthly payment of wages shall be notified with a minimum of three months. In connection with the transition to a monthly payment of wages, the employee may request to be paid in instalments. The instalment shall be repaid as a wage deduction for up to three months. For new employees, appropriate payment in instalments and repayment may also be agreed.

6.3 If wages cannot be paid on a company's normal payday, for example because a payday falls on a public holiday, the wages shall be paid at the earliest possible time thereafter, and the employees shall be informed of this change in payday not later than on the previous payday.

6.4 A wage specification containing all the relevant details shall be handed to the employee in person or shall be forwarded to the employee's home address.

6.5 For further information, please see the protocol on electronic documents.

7. Period of notice

7.1.		
Seniority	Employee	Employer
0 – 1 year	1 week	2 weeks
1 – 5 years	2 weeks	5 weeks
5 – 10 years	3 weeks	8 weeks
10 years or more	4 weeks	10 weeks

Employees with seniority of 10 years or more and who are 50 years of age or older have a right of 12 weeks' notice from the employer.

7.2 The period of notice shall cease to apply

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

- if a machine stoppage, a shortage of material or other force majeure events completely or partially brings the operations to a halt.

7.3 All employment with the same distributor shall be included in the calculation of seniority, as long as time periods between employment do not exceed six months.

Seniority shall not be disrupted in connection with pregnancy and childbirth, compulsory military service or illness.

7.4 Where an employee who has been working with the same company for three, six or eight years, respectively, is dismissed through no fault of his or her own, the employer shall, at the time of the employee's departure, pay to the employee one, two or three times the special severance amount of DKK 5,000.

This stipulation shall not apply if, at the time of his or her departure, the employee has found other employment, is receiving pension, or for any other reason does not qualify for unemployment benefits. However, the employee shall receive severance pay if at the time of his or her departure, he or she is on compassionate leave, cf. Section 118 of the Service Act, and for this reason alone does not qualify for unemployment benefits. Finally, the severance pay will not be paid if the employee is covered by a salaried employment agreement, holds a salaried employee-like position or is already entitled to a severance pay, extended notice of termination or similar terms that provide better rights than the general termination rules of the collective agreement.

7.5 Employees who receive severance pay pursuant to this stipulation and who upon reemployment will be entitled to accrued seniority shall not have the right to severance pay pursuant to this stipulation, until the terms specified in the first paragraph have been met in their new employment.

If the employee works part-time, the amount will change proportionately.

7.6 The parties agree that the stipulation shall not apply in connection with a discharge, irrespective of the specific terminology used, as long as the employment is discontinued and such discontinuation is temporary. If a temporary discontinuation later turns out to be permanent, the employer's obligations under this stipulation shall apply.

7.7 Employees who have been employed with the company for a continuous period of at least six months and who are terminated due to restructuring, downsizing, company closure or other factors attributable to the company will be entitled to time off with pay for up to two hours to be taken as soon as possible after the termination, with due consideration being had to the company's production, to seek advice from his or her unemployment insurance fund/trade union.

7.8 Furthermore, employees who are dismissed on the grounds mentioned in Subsection 7.5 and who have at least six months' seniority are entitled to one additional week off during the notice period with supplements under the rules of Section 16, Subsection 2 on a competence development fund.

7.9 Course participation, cf. Section 7, Subsection 6 may be implemented after resignation if the following conditions are met:

7.10 Attempts to take courses must, as far as possible, be made during the notice period, to which both the employee and the company must contribute. The Secretariat of the Competence Development Fund may require documentation from both parties.

- a. The employee must have applied for and received a commitment from the Competence Development Fund's Board of Directors in support of a course on a specific date within the expiry of the notice period. This may involve one or more courses.
- b. The person in question is still looking for work and is available for work, as the course with support from the Competence Development Fund deviates from the work offered, even after the course has begun. Competence development with support from the Competence Development Fund must be completed no later than three months after the expiry of the employee's notice of termination.
- c. The support from the Competence Development Fund for participation in a course after resignation is calculated, cf. the Competence Development Fund's guidelines applicable at any given time.

Subsection 8. If the employee leaves his or her position without observing the applicable notice of termination, the employer must immediately thereafter notify the employee in writing and state whether the employer claims compensation in an amount corresponding to one week's wages. The employer shall deduct the amount from the last payment of wages.

Note:

One week's wages, cf. Section 7, Subsection 8 shall be calculated as an average of the previous eight weeks, less trips that are not part of the composition of the employee's usual district. If the employee has not been employed for eight weeks, an average of the number of weeks/days worked shall be calculated.

8. Illness etc.

- 8.1** In the event of illness or accident, the rules of Act No. 563 of 9 June 2006 on sickness benefits, as amended, shall apply.
- 8.2** The employer must pay wages during illness to employees who have been continuously employed by the relevant company for at least six months. The employee shall fulfil the conditions for the right to receive sickness benefits from the employer in accordance with the rules of the Sickness Benefits Act.
- 8.3** The employer shall provide sick pay for up to 63 days from the first full day of absence. In the event of recurrence of the same illness within 14 calendar days from and including the first day of work after the end of the previous period of absence, the employer's payment period shall be calculated from the first day of absence during the first period of absence.
- 8.4** The sick pay comprises the sick benefits to which the employee is entitled, supplemented to the person's average hourly pay in the previous four periods of wage payment (eight weeks), however, maximum DKK 121.95 per hour for a maximum of 37 hours a week. Effective from the week of 1 March 2020, the amount will increase to max. DKK 123.95. Effective from the week of 1 March 2021, the amount will increase to max. DKK 125.95. Effective from the week of 1 March 2022, the amount will increase to max. DKK 127.95.

Note:

In the event of illness, employees who work more than 37 paid hours a week shall receive compensation for such hours according to the hourly rate for sickness benefits.

Where an agreement has been entered into in accordance with Section 56 of the Sickness Benefits Act, the employer shall only pay sickness benefits in accordance with the relevant rules of the Sickness Benefit Act, unless the employee's absence is due to an illness other than that which forms the basis of the Section 56 agreement.

Employees with three years' seniority with the company cannot be dismissed during the period when the employee is entitled to sick pay, cf. Section 8, Subsection 3. This stipulation only applies if the employee is not guilty of the intended dismissal.

In the event of dismissal on a larger scale, the dismissal may also take place during illness. It is not a prerequisite that the dismissals are covered by the Act on Notification, etc. in connection with large-scale dismissals.

9. Childbirth and Adoption

Women who have nine months' seniority at the time of giving birth shall be entitled to receive wages during the four weeks prior to the expected date of childbirth and for 14 weeks after childbirth at a rate corresponding to sick pay, but not exceeding DKK 120.00 per hour. Effective from the week of 1 July 2014, the maximum amount will be DKK 125.00 per hour. The amount shall contain the statutory maximum rate of unemployment benefit.

Men who have nine months' seniority at the date of birth shall be entitled to receive two weeks' wages during paternity leave at a rate corresponding to sick pay, but not exceeding DKK 120.00 per hour. Effective from the week of 1 July 2014, the maximum amount will be DKK 125.00 per hour. The amount shall contain the statutory maximum rate of unemployment benefit.

- 9.1** In the event of adoption, the wages shall correspond to sick pay, but not exceeding DKK 120.00 per hour (effective from the week of 1 July 2014, the maximum amount will be DKK 125.00 per hour) in accordance with the principles stated above, provided that the adoption-seeking authorities require the adoption-seeking parent or one of the adoption-seeking parents to stay at home.

The employer's obligation to pay sick pay not exceeding DKK 120.00 per hour (effective from the week of 1 July 2014, the maximum amount will be DKK 125.00 per hour) in the event of adoption shall also be conditional on the employee being entitled to receive full sickness benefits under the Sickness Benefits Act, for which the employer will be reimbursed.

- 9.2** In addition to the 14 weeks of parental leave, the employer shall be obliged to pay compensation for a period of up to 13 weeks of absence. Of these 13 weeks, each of the parents shall be entitled to five weeks of compensation. In the event that the leave reserved for the individual parent is not taken, the payment shall lapse. Payment for the remainder of the weeks shall either be paid to one or the other parent. Payment for these 13 weeks shall be equal to full pay. The pay shall be equal to the pay that the person in question would have received during the period. Such payment shall presuppose the employer's entitlement to reimbursement equal to the maximum unemployment benefit rate. Should the reimbursement be less, the payment to the employee shall be reduced accordingly.

The parents can take paid leave at the same time. Each of the parents' leave must be taken as an uninterrupted period. The 13 weeks of leave must be taken within 52 weeks following the birth.

Note:

The salary shall be calculated as the average number of hours performed per working day the previous eight weeks.

For children for whom parental leave begins on or after 1 July 2020, the following shall apply:

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

During these 16 weeks, the payment shall equal full pay. The wages shall correspond to the wages that the person in question would have received during the period. It is a prerequisite for the payment that the employer is entitled to reimbursement equal

to the maximum unemployment benefit rate. Should the refund be less, the payment to the employee shall be reduced accordingly.

The parents can take paid leave at the same time. Each of the parents' leave must be taken for an uninterrupted period. The 16 weeks must be taken within 52 weeks following the birth.

Note:

The wages shall be calculated as the average number of hours performed per working day the previous eight weeks.

During the 14 weeks' maternity/paternity leave, the employee shall receive an increased pension contribution, cf. Section 13.6.

10. Time off for child's/children's illness

Employees shall be given time off to care for a resident child/children under the age of 14 during illness.

This freedom shall comprise only one of the child's parents and solely apply to 1 of the child's days of illness.

Payment shall be made in the same way as for the employee's own illness for this day provided that the documentation required by the company is available.

If the child remains ill after this day, the employee is entitled to one additional day off in continuation of this day. This day off is taken without pay.

Subsection 2. Effective from 1 May 2020, employees with at least nine months' seniority who are entitled take the child's first day of illness off are entitled to time off with pay in connection with doctor's visits with the child.

Employees who wish to take time off for doctor's visits must notify the company as soon as possible.

Time off with pay for doctor's visits shall be taken without pay.

Subsection 3. Employees shall be granted time off with pay when it is necessary for the employee to be admitted to hospital together with the child. This rule only applies to children under 14 years of age.

This time off with pay only applies to one custodial parent, and the maximum time off with pay shall total one week per child within a 12-month period.

Upon request, the employee must provide documentation for the hospitalisation.

Payment corresponding to sick pay shall be granted for these days, provided that the documentation required by the company is available. To the extent that the employee is entitled to unemployment benefits from the municipality, these shall be reimbursed

to the company.

10. A Family days (children)

Effective from 1 May 2020, the following shall apply:

On 1 May, employees with at least nine months' seniority shall be entitled to 2.66 childcare days to be taken between 1 May 2020 and 31 August 2021. The employee can take a maximum of 2.66 childcare days during the period, regardless of how many children the employee has. The rule applies to children under the age of 14 living at home.

The days must be scheduled by agreement between the company and the employee, taking into account the interests of the company.

Childcare days shall be taken without pay.

The above shall be deleted in connection with the collective bargaining in 2023.

Effective from 1 September 2021, the following shall apply:

Employees with at least nine months' seniority shall be entitled to two childcare days per holiday period. The employee can take a maximum of two childcare days per holiday period, regardless of how many children the employee has. The rule applies to children under the age of 14 living at home.

The days must be scheduled by agreement between the company and the employee, taking into account the interests of the company.

Childcare days are taken without pay.

11. Holiday and Holiday Pay

Holidays and holiday allowance shall be granted in accordance with the Holidays Act in force at any given time. The holiday allowance totals 12.5%, and the right to a 2.08-day holiday is earned for each month of employment during a five-day working week (corresponding to 2.5 days for a six-day working week).

By local agreement, cf. Section 21, a written agreement may be made that the holiday be taken on an hourly basis. In this connection, it must be ensured that the holiday is not taken for fewer hours than the scheduled number of working hours on the day in question, and that the total holiday does not total less than five weeks calculated as 25 full days, where unearned days that are non-compensatory and working days are included proportionately. To the extent possible, the holiday should be taken as whole weeks.

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

Employees are covered by DMA's holiday guarantee scheme.

12. Special holidays

After nine months of uninterrupted employment with the company, employees are entitled to special holidays.

Each holiday year, all employees are entitled to a number of special holidays, corresponding to a full normal working week for the person in question, however, maximum 37 hours over a maximum of six days.

The special holidays are converted to and settled as hours within the holiday period.

Special holidays are paid similarly to sick days. The individual weekly sick pay, calculated based on the working days of the previous pay period, constitutes the calculation basis for the 37 hours.

Special holidays shall be scheduled according to the same rules as remaining holidays, cf. the stipulations of the Holidays Act. Holidays cannot be notified to be taken during a notice period when notice is given by the company.

If the special holidays are not taken before the end of the holiday period, compensation corresponding to the wages during illness shall be paid per unused holiday. Payment shall be made at the first payment of wages, which is after 1 January.

Regardless of job change, only special holidays corresponding to one working week per holiday period may be taken.

Effective from 1 May 2020, the company is obliged to inform in writing the number of unused special holidays/special holiday hours in connection with the employee's resignation – perhaps on the last page of the pay slip.

For the transition period from 1 May to 31 August 2020, please refer to the Protocol on Public Holidays in connection with the transition to a new holiday year. During the transitional period, the Protocol shall replace Section 12, Subsections 1-4.

12.a Days off

Employees shall, in each calendar year, be entitled to a number of days off equal to the number of days off as compensation for the number of weekday holidays which the individual employee has given up as a result of having worked on the 9 annual public holidays (New Year's Day, Maundy Thursday, Good Friday, Easter Monday, Common Prayer Day, Ascension Day, Whit Monday, Christmas Day and Boxing Day). Such entitlement shall further apply for work

performed on weekdays of Sunday structure (currently Constitution Day and 24 December). The employee shall neither be entitled to wages nor any other kind of payment in connection with such days off. Special holiday may be taken, though. Such holidays taken together shall only be permitted subject to agreement.

The employer shall be entitled to turn down the suggested timewise planning, in the event that operational considerations should dictate such refusal.

13. Pension

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

The pension contribution amounts to a total of 9.3% of the taxable primary income.

The employee shall pay 1/3 and the employer 2/3. The employee contribution shall be withheld when wages are paid and be assigned to PensionDanmark by the employer.

Note:

The employee has the option of making additional payments to the pension scheme by contacting PensionDanmark.

The pension contribution shall cover employees who are employed for more than eight hours a week, according to their statement of employment particulars, if they are 20 years of age and have 3 months of continuous seniority with the company.

The pension scheme also covers employees who are 20 years of age if they can document that they are already covered by a labour-market pension scheme.

However, this stipulation is subject to compliance with the criterion in Section 13.3 on eight hours' work per week.

The pension contribution shall then be paid from the time when all conditions in Section have been fulfilled.

If the employee is still in employment after reaching the state pension age, the employee can choose whether to continue saving for their pension, or whether the pension contribution should be paid out as wages on an ongoing basis.

The employee should contact PensionDanmark for advice before making a decision. Any consequences, including insurance consequences of the employee's choice, are beyond the control of the employer.

The stipulation applies to employees who reach the pension age on 1 August 2020 or later.

Each employer and employee who receive ongoing old-age pension payments can agree that, rather than making pension contributions on an ongoing basis, the employer can pay a separate wage amount on an ongoing basis corresponding to the employer's share of the pension contribution.

Executive Order No. 5 of 4 January 2001 on ATP (labour market supplementary pension) as amended shall apply.

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

As of 1 July 2009, the pension contribution amounts to:

Employer's contribution	Employee's contribution	Total
per hour	per hour	per hour
DKK 5.50	DKK 2.75	DKK 8.25

As of 1 July 2014, the pension contribution amounts to:

Employer's contribution	Employee's contribution	Total
per hour	per hour	per hour
DKK 7.00	DKK 3.50	DKK 10.50

Senior-holidays scheme

5 years prior to the employee reaching the retirement age set out in the national pension scheme at all times, he or she shall be entitled to participate in a senior holidays scheme.

The employee shall be entitled to take 20 annual senior days off. Senior days off shall be held without pay.

Unless otherwise agreed, scheduling of senior holidays shall take place in accordance with the same stipulations that apply to the scheduling of holidays, cf. Section 12.

In addition to the right to take 20 senior days off per year, the employee and the company may agree on a reduction in working hours in the form of a fixed reduction in weekly working hours. In the event of an agreement to reduce working hours or working days, the employee and the company may also agree to convert the pension contribution as an ongoing supplement to the salary. The maximum portion of the pension contribution that can be converted must ensure that the insurance scheme and administration costs can still be covered. The conversion does

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

Unless otherwise agreed, the employee must do the following no later than 1 August (1 April in 2020): Give the company written notice of whether the employee wishes to enter into a senior scheme with senior days off in the coming holiday period, and if so, the portion of the pension contribution that the employee may wish to convert to wages. Furthermore, the employee must notify how many senior days off the employee wishes to take during the upcoming holiday period. This choice is binding for the employee and will continue for the following holiday periods. However, each year before 1 August (1 April in 2020), the employee may notify the company if he or she would like to request any changes for the upcoming holiday period. In 2020, the selection applies for the period 1 May 2020 to 31 August 2021.

Shop stewards and health and safety representatives

Where are shops stewards elected?

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

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

In companies with 60 or more employees, one additional shop steward may be elected.

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

Who can be elected shop steward?

The shop steward shall be elected from among the recognized skilled employees who have worked at least nine months with the relevant company. If less than five employees fulfil this requirement, their number shall be supplemented from among the employees who have worked at the company for the longest period of time.

Election of a shop steward

The election of a shop steward shall take place in a ballot of and among the employees whose employment with the company is covered by the collective agreement at the time of the election. The election shall only be considered valid if more than a third of the employees vote in favour of the shop steward elected.

In addition, the election shall not be considered valid until approved by 3F København and announced to the Danish Newspapers' and Media Employers' Association. However, the shop steward protection becomes effective from the time of election, provided that the company receives written notification of who was elected shop steward not later than two days after the election. If such written notification is received at a later time, the shop steward protection shall take effect upon its receipt by the company.

However, the Danish Newspapers' and Media Employers' Association shall be entitled to present an objection to the election of a shop steward to the Union not later than 14

days after receipt of the Union's notification of the election. Such objection shall then be considered pursuant to Section 17 Rules for settling industrial disputes.

3F København will endeavour to ensure that employees who are elected shop stewards, and who have not completed the necessary shop steward courses prior to the election, will complete those courses as soon as possible after the election has taken place.

The Danish Newspapers' and Media Employers' Association will endeavour to contribute to ensuring that the newly elected shop steward get the necessary time off.

Upon agreement with the employer, the shop steward can be given the necessary time off to participate in other relevant courses for shop stewards.

Alternate shop steward

In companies where only one shop steward has been elected, one alternate shop steward may be elected.

To be elected, the alternate shop steward must fulfil the conditions set out in Section 14.2.

Once elected, the alternate shop steward may function as shop steward when the shop steward is absent due to illness, holiday, participating in training courses etc., and the alternate shop steward will have the protection of the elected shop steward during the periods when he functions as shop steward.

Collaboration

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

Complaints and recommendations

The shop steward shall represent the employees who constitute the election base, and upon the request of one or more of the shop steward's colleagues, the shop steward can submit their proposals, recommendations and complaints to the management.

If the shop steward's communication with the management does not result in a satisfactory arrangement, the shop steward can freely request of his organization that it handles the matter instead, but work must continue without disruption while the matter is being handled by the organizations.

Function during working hours

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

If the shop steward needs to stop working during working hours in order to fulfil his obligations as shop steward of the company, he must make an agreement in advance to this effect with the employer or his representative. The employer shall respect that the shop steward needs the necessary time off to carry out his functions under the

collective agreement.

If there is IT and internet access in the company, the shop steward and the working environment representative must have the necessary access to this.

Time off with pay to perform incidental shop steward work

In addition to the necessary time, the shop steward is entitled to ten days of paid leave per year, cf. Subsection 7, where an overview of pending cases or ordinary outreach work can be carried out among the employees. However, the employer may take up half of this time for meetings with the employer.

Participation of working environment representatives in relevant working environment courses

The parties agree that, upon agreement with the employer, the working environment representative may be given the necessary time off with pay to participate in the unions' relevant working environment courses. Access to participation in the unions' working environment courses shall not affect any rights or obligations in relation to the working environment training stipulated by legislation. The parties agree that participation in the unions' voluntary working environment courses shall not trigger payment pursuant to Section 10, Subsection 1 of the Working Environment Act.

Pay

If there is an agreement pursuant to Section 14.7, second sentence, or if, upon the request of the management, the shop steward will be tied up during his working hours with matters relating to the company and its employees, the shop steward shall be paid for the time spent on such matters, and he shall be paid his actual loss of wages for the time in question. For his participation in meetings outside his working hours, he shall be paid the amount that he receives for participating in joint consultative committee meetings, provided that he has not suffered a loss of wages as a result of his function.

Dismissal of a shop steward

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

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

If the dismissal of a shop steward is motivated by a shortage of work, the notice period stipulated in the first sentence above shall lapse, but the shop steward shall then be entitled to a notice period of eight weeks, unless he is entitled to a longer notice period in accordance with Section 7 Period of notice.

Procedure for dismissal If an employer finds that, under Subsection 11, No. 1, there are compelling reasons to dismiss a shop steward elected in accordance with the stipulations in Subsections 1-3, he or she must contact the Danish Newspapers' and Media Employers' Association who can then raise the issue in accordance with the rules for settling professional disputes. In that case, the conciliation meeting must be held no later than seven calendar days after receipt of the conciliation application, and the

professional legal consideration must otherwise be promoted as much as possible.

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

If the industrial proceedings establish that there are compelling reasons for dismissing the shop steward, the notice of termination shall be considered as having been presented at the time and date of the mediation hearing.

Continued protection

An employee who steps down as a shop steward after having functioned as one for at least 12 months, and who continues to be employed by the company, shall be entitled to a notice period of six weeks in addition to the notice period stipulated in Section 7 if dismissed by the company within one year of stepping down as shopsteward.

This rule shall apply only to employees who are former shop stewards.

Health and safety representatives and employee-elected board members

The election, payment and dismissal rules that apply to shop stewards shall also apply to health and safety representatives. Reference is made to Act No. 681 of 23 December.

1975 on working environments, with appertaining executive orders. The dismissal rules that apply to shop stewards also apply to employee-elected board members and their alternates.

14. Development fund

The amount determined between the main organisations shall be paid to the development fund of the Confederation of Danish Employers and the Danish Confederation of Trade Unions, currently DKK 0.45 per hour worked. Effective from the first wage period after 1 January 2022, this amount will increase to DKK 0.47. The amount shall be collected in accordance with the stipulation of the central organisations.

15. Supplementary training

One week of supplementary training for every 600,000 papers delivered per year shall be established in each individual company from 1 January 2003 for completion within the following calendar year.

Planned course weeks can be carried over to subsequent calendar years by agreement.

How the thus achieved pool of supplementary training time can be used for the benefit of employees covered by the collective agreement and adapted to the circumstances

of the company shall be agreed between the management and the shop steward. Any external course activity shall primarily be publicly supported courses for which the company is reimbursed. Wage compensation to the employee shall be paid out of his average personal income of the most recent 12 weeks.

Reference is made to the training committee for unskilled workers established by the organizations, cf. the Protocol on training committee.

After nine months' employment, each employee is entitled to two weeks off peryear – to be held with due consideration for the company's production circumstances

– for further/supplementary training of his own choice, which is of relevance to

- (a) his employment within the trades organized by of the United Federation of Danish Workers
- (b) the company.

The company shall pay an amount corresponding to DKK 520.00 per full-time employee covered by the collective agreement pursuant to further guidelines set out in the "Organization Agreement on a Competence Development Fund".

The employee can apply to the competence development fund for training support. The employee cannot receive support for training, during which the employee receives wages in part or in full.

Companies which have

- (a) training committees, and
- (b) more than 100 employees covered by this collective agreement can establish a development fund in the company pursuant to further guidelines set out in the "Organization Agreement on a Competence Development Fund".

16. Rules for settling industrial disputes

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

Mediation shall in any event take place if requested by either party.

Both organisations must be represented at the conciliation meeting. The organisations agree that it is appropriate that the dispute first be sought resolved locally between the employer and the shop steward. However, the organisations agree that similar to before, both the employer and the shop steward can choose to have the dispute discussed at a conciliation meeting.

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

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

The stipulated deadlines can be derogated from by agreement between the organizations. If at all possible, the mediation hearing must be held at the place where the dispute arose.

A summary report of the result of the mediation hearing shall be prepared and signed whereupon it shall have binding effect on the parties and organizations involved in the dispute.

If a mediation hearing of a summary dismissal case does not result in an agreement, the respective parties may request that the case be settled by industrial arbitration in accordance with the deadlines stipulated in Section 17.6.

In the event of a request for settlement by industrial arbitration, the respective parties may also request an organization meeting in accordance with the deadlines in Section 17.3, provided that the holding of such meeting does not require the fixing of a different date for the industrial arbitration hearing.

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

The negotiations between the organizations shall begin within the deadlines provided in Section 17.3.

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

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

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

The arbitration tribunal shall be made up of five members, two appointed by 3F København, two appointed by the Danish Newspapers' and Media Employers' Association, and one umpire. The parties shall write to the Industrial Tribunal and together suggest an umpire. If the parties cannot agree on suggesting an umpire, they shall ask the Industrial Tribunal to appoint the umpire.

The arbitration tribunal shall sit as quickly as possible.

The complaint shall be forwarded to the counterparty and to the umpire not later than 21 calendar days before the arbitration hearing. The complaint shall be accompanied by minutes

of meetings and exhibits on which the complaining party wishes to rely.

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

The umpire shall function as chairman of the arbitration tribunal and shall participate in its proceedings.

Following the end of the arbitration proceedings, the case shall be set down for decision by a simple majority of votes between the arbitrators. If a majority of votes cannot be reached, the case shall be settled by the umpire.

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

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

17. Principal agreement

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

18. Collaboration agreement

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

19. Accession to collective agreement and escalation for newly enrolled companies

Newly enrolled companies with other collective agreements, accession agreements or local agreements will be covered by this collective agreement from the registration.

Newly enrolled members of DMA (Danish Media Employers' Association) who, prior to enrollment, have not opened an account for special savings or a similar scheme, or who have an account for special savings or a similar scheme with lower contributions, may join the collective agreement's special savings according to the stipulations below. Companies that prior to enrollment have a special savings or an equivalent scheme with the same contribution as in Section 3, Subsection 4a (corresponding to Section 4, Subsection 10a) are not covered by the remaining sections of this Subsection 2.

The companies may deduct the contribution applicable at the time of enrollment from the wages for special savings less two percentage points.

From the time of enrollment, the companies are obliged to pay contributions for special savings in accordance with Section 3, Subsection 4a (corresponding to Section 4, Subsection 10a) less two percentage points, as well as contributions according to the escalation scheme

below. If the company does not want escalation, the full contribution shall be paid in accordance with Section 3, Subsection 4a (corresponding to Section 4, Subsection 10a).

With regard to the two percentage points, newly enrolled members of DMA may request escalation as follows:

Within three months of enrolling in DMA, 0.5% shall be paid in contributions for special savings.

No later than one year later, the payment must amount to at least 1% in contributions for special savings.

No later than two years later, the payment must amount to at least 1.50% in contributions for special savings.

No later than three years later, the payment must amount to 2% in contributions for special savings.

The escalation scheme must be recorded between DMA and 3F Copenhagen no later than two months after enrollment at the request of DMA.

Newly enrolled members of DMA may request that the contribution to the OUS Fund be determined as follows:

No later than three months after enrollment in DMA, 25% of the contractual contribution shall be paid.

No later than one year later, the payment must amount to at least 50% of the contractual contribution.

No later than two years later, the payment must amount to at least 75% of the contractual contribution.

No later than three years later, the payment must amount to at least a fully contractual contribution.

The escalation scheme must be recorded between DMA and 3F Copenhagen no later than two months after enrollment at the request of DMA.

Local agreements

It is possible for the shop steward and the company to enter into local agreements that deviate from and supplement the collective agreement.

The parties to the collective agreement, DMA/3F Copenhagen, must approve all agreements. Local agreements entered into are only valid once they have been approved by the organisations.

Commencement of collective agreement

This collective agreement, renewed by settlement of 5 March 2020, shall commence on 1 March 2020 and shall be binding for the organisations until it is terminated by one of the parties in accordance with the rules in force at any given time on 1 March, however, no earlier than 1 March 2023.

[signed by Thomas Reichsthaler Møller] [signed by Pia Rude Truelsen]

3F København

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

Protocol on weekly days off

1 Employees who work six days a week, and who have more than 10 years of continuous seniority can present requests for fewer weekly working days to the employer.

Such requests should, to the extent possible, be complied with, cf. Section 3 below.

2 If the employee is 50 years of age or older, his request must be complied with and become effective within six months, cf. however Section 3 below.

3 If the request concerns two days off a week, these should be granted as consecutive days and, to the extent possible, during the weekend. Granting the request can be made subject to the condition that the weekly days off will not include both Saturday and Sunday.

4 The employee shall not be entitled to wage compensation.

Protocol on priority right to vacant districts

The parties agree that employed delivery personnel wishing to increase their weekly working hours have a right of priority to vacant districts.

Delivery personnel who have surrendered specific districts because of problems relating to the finishing time shall have a right of priority to such districts if they become vacant.

The above stipulations shall apply only if expedient to the company's operations.

Protocol on trading wages for time off

The mediation proposal of 26 March 2010 contained the following provision:

“40 per cent of an allowance for shift work can be traded for wages

Subject to a local agreement, it may be agreed that up to 40% of an allowance for shift work can be used as wages in connection with extra days off.”

The parties agree that the above provision, if it were to be implemented in the collective agreement, does not grant the individual employee an actual right, because there is a basic assumption of a local agreement.

The parties note that the collective agreement does not include an allowance for shift work, but a hardship allowance for night work. The parties do not know the background for the provision in the mediation proposal, but consider that the intention is – subject to a local agreement – to present an opportunity to ease the impact of night work without incurring extra financial costs on the employer.

The parties note that the collective agreement covers subscription delivery of a highly varied extent from one to two hours on a single night per week to full-time work distributed on six nights.

The parties also understand that, to a certain extent, companies covered by the collective agreement employ the practice of allowing the individual deliveryman or woman to present requests for extra days off without pay, and that their requests will be complied with insofar as they are consistent with the interests and operations of the company.

On this basis, the parties agree that, as regards its wording, the above provision has no actual relevance for the collective agreement.

3F København reserves the right to bring up the matter again in future collective bargaining, if necessitated by amendments to the provision in areas covered by benchmark collective agreements.

Protocol on changes to 24-hour rest periods

The employees shall have 24-hour rest periods as required by legislation. As an experiment, which can be terminated by either party at three months' notice to the end of a month, the organizations have agreed that, insofar as legislation enables the suspension of a 24-hour rest period, an employee may work for up to 11 consecutive days. However, the suspension of the 24-hour rest period shall be subject to a voluntary agreement between the employer and the employee. The shop steward shall be informed of each incident of suspension.

Protocol on training committees

The parties have agreed to set up a committee with equal representation charged with mapping out the need for company-relevant training of employees covered by the collective agreement.

The parties agree that the committee can be part of the already existing training committee for unskilled employees which was agreed between the parties and the United Federation of Danish Workers, or perhaps become a subcommittee to this committee. Up to two persons representing each of the employer and the employees, respectively, shall participate in the (sub)committee.

The work of the committee shall only involve training related to distribution work.

Supplementary training shall focus on circumstances which will improve the quality of the work for the benefit of both the employees and the company.

Supplementary training shall also aim at increasing the vocational skills of the workforce and its adaption to technological developments.

This protocol does not prevent the joint consultative committee from making agreements on employee qualification.

Protocol on subscription delivery

The parties agree that from 16 September 2002, the effective date of the new collective agreement, the following stipulations shall apply:

The minute numbers recorded for each of the days in week 38/2002 from the system for calculating 'set times' which was applicable until the distribution was put out to independent distributors, shall be used for fixing the set times for each route (district) on each of the seven days of the week.

The elements that influence time amounts (return drive, heavy newspapers, newspapers in two sections, and own counting), which are not included in the minutes recorded, shall be included in the fixing of set times according to the principles of Section 4.1.

The company's minutes recorded for the relevant week shall be available in writing to the shop steward and the employees.

The system for calculating the time amount which was applicable until the distribution was put out to independent distributors shall cease to apply when the new collective agreement comes into force and cannot subsequently be relied on in connection with industrial proceedings relating to the fixing of route time etc.

In connection with the entry into force of the new collective agreement, the parties agree to specify the following facts:

When the individual company wants to adjust a set time, cf. Section 4.1, for single routes (districts), the company shall notify the affected employee not later than 14 days before the adjustment is implemented, and the shop steward shall be notified at the same time.

The individual employee or the shop steward may contest a set time, cf. Section 4.2. The individual employee can contact the company and ask for an assessment of a set time, cf. Section 4.1, for his delivery route(s) (districts). His request may be presented through the shop steward. If the parties fail to reach an agreement, the matter may be referred in accordance with the rules of Section 4.2.

If the individual company wants to restructure a route (district), the shop steward shall be notified before the restructure is implemented. The shop steward can request a negotiation between the shop steward and the company about the effect of the desired changes in relation to a set time, cf. Section 4.1, for the individual route(s) (districts). The negotiation will have a suspensory effect on the restructure for up to 14 days. If the parties fail to reach an agreement, the established set times for the individual route (district) may be contested by the employee or the shop steward, cf. Section 4.2. However, the consideration of the matter pursuant to Section 4.2 shall have no suspensory effect for the implementation of the restructure.

The individual employees shall receive notice of any restructure in accordance with Section 2.4.

Protocol on the shop stewards' tasks in connection with subscription delivery

The parties agree that the shop steward can stop working during his hours of work when the shop steward assesses this to be necessary in order to maintain his contact with the employees about issues relating to the interests of the company and the employees.

It shall be a basic assumption that his stopping work shall cause minimum possible harm to the productive work, and that he will have discussed the matter with the management beforehand.

The shop steward shall be paid in accordance with Section 14.9 of the collective agreement.

The company can choose to assist in the communication between the shop steward and the employees with a view to minimizing the shop steward's use of productive working hours. Employee meetings shall be held outside the hours of work.

If, as a result of his function, the shop steward is summoned to a meeting outside his hours of work, he shall be entitled to time off on the workday before or after such meeting. However, this provision shall not apply in connection with brief meetings which are held in close extension of his hours of work.

The present protocol, which was made in connection with the entry into force of the collective agreement on 16 September 2002, may be terminated by either party, the employer's organization on the one hand and the employee organizations collectively on the other, at six months' notice.

Prior to termination, the party contemplating terminating the protocol, may call the other party's attention to any misuse of the stipulations of the protocol with a view to achieving a satisfactory continuation of the protocol, without termination. A subsequent negotiation cannot result in an amendment to the protocol's stipulation of termination.

Protocol on the promotion of shop stewards' and other employees' language skills

Within the framework of the parties' competence development fund, the parties agree to promote language courses, primarily in English, with a view to giving the shop stewards and the health and safety representatives who want courses in English, and possibly other languages spoken by employees in the company, an opportunity for developing their linguistic skills.

Correspondingly, attempts shall be made to promote courses in Danish for foreign employees who do not master Danish sufficiently.

In both situations, courses shall be promoted on the terms and conditions that apply to the competence development fund as regards time off, wage compensation etc.

The rules and regulations of the competence development fund shall be adjusted subsequently, if the parties find that there is a need for such adjustment.

Protocol on the preparation of a recommended statement of employment particulars

The parties agree that they will jointly attempt to reach an agreement on preparing a recommended statement of employment particulars, which will subsequently become an appendix to the collective agreement.

Protocol on the translation of the collective agreement

The Danish Newspapers' and Media Employers' Association will endeavour, in connection with the typing up of the collective agreement, to have the collective agreement translated into English for the purpose of enabling the organizations to make the English-language version available on their websites in pdf format.

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

Protocol on electronic documents

The parties agree that the collective agreements must provide the option for companies to submit pay slips and any other documents to be exchanged during or after the current terms of employment, by electronic mail solutions that may be available, e.g. eBox or email.

If the companies want to avail themselves of this possibility, the employees shall receive three months' notice hereof, unless otherwise agreed. Employees exempt from receiving digital mail from public authorities may, upon application and the provision of documentation to the business, be exempt from the reception of digital mail from the business. This shall also apply to employees who approach the employer on concrete and reasoned grounds. This does not apply to holiday cards, which are mailed electronically via e-Boks or other secure means of electronic mail delivery to all employees subject to due notification.

Protocol on the irregularities-investigation committee

The Parties have agreed to appoint a workplace environment committee and a committee charged with investigating persistent rumours on irregularities in respect of tax laws etc. in connection with newspaper distribution.

In addition, the parties have agreed that this committee shall be entitled to consider cases concerning rumours etc. concerning circumvention of the collective agreement in respect of the use of sub-distributors. The goal is to guarantee the Danish model and, hence, orderly conditions pertaining to the businesses within the trade.

This committee shall comprise two representatives appointed by 3F and two representatives appointed by DMA. The committee shall be entitled to invite relevant persons with a view to uncover the cases."

Protocol on ad hoc work groups

For the purpose of sharing knowledge of matters relevant to the industry, such as issues and opportunities related to the distribution of various products, ad hoc committees consisting of relevant employees and shop stewards on the one hand may be appointed, as well as relevant representatives of companies, publishers, customers, etc. on the other hand. The circle of participants depends on the topic. The organisations may participate if the parties wish so. Committees are appointed by agreement between the parties and as needed.

The parties agree that during the collective agreement period 2020-2023, ad hoc working groups will be appointed to manage technology and self-paid health schemes for employees, respectively.

Codex for agreements with foreign employees

The parties to the collective agreement agree that it may be appropriate that the relevant company provide foreign workers with accommodation, transport etc. during their stay in Denmark.

Simultaneously, the parties to the collective agreement agree that any agreement the employees make with the company on the purchase of services in connection with their employment must be a voluntary agreement, and that the parties understand that it would be contrary to the collective agreement to make employment conditional on an employee's entering into such an agreement.

In continuation hereof the parties agree that, following their entering into a voluntary agreement with the company about the purchase of services, the employees shall have the possibility of terminating the agreement at one month's notice to the end of a month, unless a different, shorter notice has been agreed.

Should the member companies of the Danish Newspapers' and Media Employers' Association enter into such voluntary agreements with their foreign employees, the parties to the collective agreement agree that, as a matter of course, the payment for such services can be deducted in connection with the payment of wages.

This codex may be expanded by agreement between the parties to the collective agreement.

Protocol on a competence development fund

The organizations agree that a competence development fund shall be established, and in this connection they consent to the wording on

- 1 Purpose
- 2 Time off for training
- 3 Financial contributions
- 4 Competence development fund
- 5 Competence development support administered in the company
- 6 Other collective agreement areas
- 7 Stipulations of the collective agreement
- 8 Fundamental conditions of the scheme,

as stated in the collective bargaining 2007 The Graphic Collective Agreement, Protocol No. 12.

The parties agree that time off for self-elected supplementary training shall be assessed based on what is relevant for employment within the organizational area of the United Federation of Danish Workers.

Protocol on an Information and Collaboration Fund

1. For the purpose of handling information and collaboration issues for the organisations, employers shall pay DKK 0.25 per hour worked from 1 March 2020. The contribution corresponds to DKK 412.50 per full-time employee per year.

The fund is managed by a Board of Directors with equal representation, and which consists of four members, of which two are appointed by DMA and two by 3F Copenhagen. The positions of Board Chair and Deputy Chair, respectively, alternate between the organisations at two-year intervals. Decisions of the Board of Directors are made by consensus.

Unless otherwise agreed, collection and administration are managed by Kompetencefonde.dk. The account shall be settled once a year, unless otherwise agreed.

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

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

Protocol on improved health checks in connection with night work

The employees shall be offered free health checks, before they take up employment as night workers.

The parties further agree that employees who are categorized as night workers shall be offered health checks within a regular time span not exceeding two years.

Protocol on social dumping

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

The Union shall immediately contact the employers' association which is party to the agreement if it becomes aware of circumstances which can be anticipated to cause problems or disputes. Correspondingly, the employers' association shall immediately contact the Union.

Such contacts shall result in a meeting to be held immediately between the parties to the collective agreement. Representatives of the involved parties – including representatives of the unions – can participate in the meetings.

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

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

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

If a company, which is not party to the collective agreement but acts as a sub-supplier to a company which is party to the collective agreement / a member company, is hit by a lawful, official strike in support of a demand for a collective agreement, and a sympathy strike notice has been lawfully issued against the company which is party to the collective agreement / a member company of an organization under the Confederation of Danish Employers, the disputing union can contact the company / the company's organization and request a meeting for the purpose of discussing the matter. Issues to be discussed at such meeting may include the tasks affected by the sympathy dispute. Correspondingly, the organization of the company hit by the sympathy strike can contact the union. All relevant background information shall be produced at the meeting or forwarded to the other organization as quickly as possible.

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

The Union shall agree to give at least 14 calendar days' notice of any strike action. A copy shall be forwarded to the employers' association.

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

Protocol on sub-distributors

With a view to maximizing transparency with respect to any sub-distributors of the distributors, the parties agree that, upon request, the shop steward shall receive information about names, addresses and company registration numbers of sub- distributors. If no shop steward has been elected, the information shall be submitted to 3F København upon request. Such a request can only be made twice a year.

Protocol on committee work concerning the Calculation Committee

The parties shall appoint a committee for the purpose of ensuring faster case processing and decision-making in the Calculation Committee. To the extent possible, the Committee's work shall be implemented as rules of procedure. 3F and DMA shall appoint committee members no later than 1 April 2020. The first meeting of the Committee is sought scheduled within four weeks from the date of appointment. The Committee work is sought completed no later than 1 July 2020.

Protocol on committee work on payroll control

The parties to the collective agreement agree that the employees must have insight into their own wage calculation. Employees must have written or electronic access to check the variables that are included in the part of the wage calculation that can fluctuate from day to day. Variables may include the number of deliveries, the number of double deliveries, the number of addresses and the number of AFLOs if these are included in the daily wage calculation.

The details are discussed by committees. 3F and DMA shall nominate the committee members no later than 1 April 2020. DMA shall call a meeting of the Committee 14 days later.

The Committee shall aim to complete a concrete text by 1 July 2020.

The Committee's text will be given the status of a Protocol to the collective agreement. If the text is completed before the collective agreement is reprinted, the Protocol will be included in the printed collective agreement.

In the event that the Committee does not reach an agreement, the parties will revert to the current text of the collective agreement.

Protocol on covering developments in other forms of work

In connection with the collective bargaining, the parties have discussed the prevalence of forms of work that differ from normal full-time work.

It is therefore agreed that joint committee work can be initiated during the collective agreement period, the purpose of which is to uncover the development in such forms of work. If deemed necessary, the parties may involve external partners in the uncovering.

The parties agree to await the results of the committee work in the areas of normal wage and minimum wage, respectively, before initiating their own committee work.

Protocol on committee work concerning the training of employees and the introduction of the concept of agreed-upon training

The Parties have discussed the issue of the most appropriate handling and practice of the collective agreement's provisions and protocols on employee training.

The Parties agree that employee training remains a priority and relevant area. The Parties recognise the committee work that has taken place during the past collective agreement period and its value.

The Parties agree that committee work will be initiated in the coming collective agreement period. The purpose of the committee work is to review those of the collective agreement's provisions and protocols that deal with training for the purpose of discussing training initiatives of relevance to the industry and the industry's employees. It is also a fixed task for the Committee to introduce agreed-upon training.

Protocol on holidays in connection with the transition to a new holiday year

Effective from 1 May 2020, the following shall apply:

- a. On 1 May 2020, employees who have been employed by the company for an uninterrupted nine months will be granted 6.67 special holidays.

Employees who obtain nine months' seniority during the period 1 May 2020 to 31 August 2020, shall be granted 6.67 special holidays at the time of obtaining seniority.

Employees who achieve nine months' seniority during the period 1 September 2020 to 31 August 2021 shall be granted five special holidays at the time of obtaining seniority.

- b. The special holidays shall be converted to and settled as hours within the period of 1 May 2020 to 31 December 2021. In the case of a six-day working week, the special holidays may be distributed proportionally, cf. Subsection 2.
- c. Special holidays shall be paid similarly to sick days, cf. Section 12, Subsection 2.
- d. Special holidays shall be scheduled according to the same rules as remaining holidays, cf. the stipulations of the Holidays Act. Special holidays cannot be notified and be taken during a period of notice when notice is given by the company.
- e. If the special holidays are not taken before 31 December 2021, compensation will be paid, similarly to wages during illness per unused special holiday, cf. Section 12, Subsection 3. Payment shall be made at the first wage payment occurring after 1 January 2022.
- f. Regardless of job change, the employee can only take 6.67 special holidays originating from the allocation on 1 May 2020 during the period of 1 May 2020 to 31 December 2021.

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

Protocol on the introduction of new employees

Introduction of new employees.

For the purpose of securing the best possible knowledge about rights and obligations in respect of the work, it has been agreed that:

A committee shall be set out between the parties.

This committee shall be dedicated to the preparation of content proposals etc. for the introductory day etc.

This committee comprises 2 representatives from DMA and 3F Copenhagen, respectively. This committee may involve other parties to participate in the committee work.

The committee shall present its proposal concerning the introductory day to the board of the Competence Foundation (Kompetencefonden), no later than on 1 March 2018, for a final decision. In case of agreement, the parties may depart from this time-limit.

In the event that the parties cannot reach an agreement as to content etc. before the date set out in the above, the employee representatives shall be entitled to organise up to 4 meetings, to be paid by the Competence Foundation, for the remainder of the period in which the collective agreement shall be in force.

For the purposes of adjustment and adaptation, the parties must have accessed the introductory-days programme before the expiration of this present collective agreement.

After 3 months' employment and before 9 months' employment, newly employed employees shall have the opportunity to participate at 1 introductory day. The parties have agreed to compensate participation at the introductory day with 6.17 hours. This cost shall be paid by the Competence Foundation.

"This present agreement can be terminated by both parties at 6 months' notice at 1 March, albeit at the earliest on 1 March 2019."