

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

between

Dansk Erhverv Arbejdsgiver

for

Danske Mediers Arbejdsgiverforening

and

3F København

2023 – 2025

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Section 1 Scope of the collective agreement

This collective agreement covers employees over the age of 18 who work in distribution in the Copenhagen Metropolitan Area, i.e., for postcodes up to 3000 as well as 3460, 3500 and 3520.

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

Section 2 Working hours

Subsection 1. The normal effective working hours per week shall amount to a maximum of 37 hours.

Subsection 2. Distribution can take place every day of the week.

Subsection 3. Employees must appear in person at the places and times stipulated by the company.

Subsection 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.

Subsection 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 provision does not apply to work covered by Section 4.

Section 3 Wages

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

Subsection 1. Calculation systems

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

Upon employment, each individual employee shall be informed in writing of how his/her wages will be calculated. This also applies in the event of later changes to the calculation system. Such information may be provided as a wage specification, cf. Section 6.

Subsection 2. Changes to the calculation system

The employees shall be informed of any changes to the calculation system, possibly by the trade union representative.

Subsection 3. Hourly wages

The company may choose to have the work carried out at an hourly rate (time-based pay), cf. Subsections 4 and 6.

Subsection 4. Minimum wage

The employees shall be guaranteed an average minimum hourly wage of DKK 127.25 on all days. Effective from the week of 1 May 2023, the hourly wage will increase to DKK 131.75. Effective from the week of 1 January 2024, the amount shall be increased to DKK 136.25.

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; since 1 March 2016, this constitutes DKK 2.18 per hour.

Subsection 4 a. Special savings account

From 1 March 2022, employees covered by the collective agreement save 5.0% of the wages qualifying for holiday pay as special savings. From 1 March 2024, the savings constitute 7.0% of the wages qualifying for holiday pay.

The amount comprises holiday pay, holiday supplement and any special holiday accumulation. The balance shall be calculated and paid out with the ongoing wage payment and in connection with resignation/retirement.

Subsection 5. 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.

If local parties want to negotiate the pay collectively, this can be agreed locally in accordance with the rules in Section 21.

Consequently, an employee's wages will not be adjusted if they exceed the minimum wage in force at that time.

In order to best support his/her colleagues in connection with entering into salary agreements pursuant to Section 3(5), the trade union representative may request information on the company's productivity, competitiveness, financial situation and future prospects, including order backlog, market situation and production conditions.

Subsection 6. 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 trade union representative 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 that employee's wages. Such a request must be addressed 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, any further processing of the issue shall take place in accordance with Section 17 Rules for settling industrial disputes.

Section 4 Subscription delivery

Subsection 1. 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. Subsection 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.

When determining the time, emphasis shall be placed 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 recognised 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 time required.

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

Subsection 2. Calculation committee

If an employee or a trade union representative disputes 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 organisations and consisting of two representatives, one appointed by DEA for DMA 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 a recognised normal 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 agree on the matter, the parties shall jointly appoint a technical expert, whose decision shall be binding on the local parties. If the organisations fail to agree on the appointment of a technical expert, said expert will be appointed by the Labour Court.

Subsection 3. Information on calculation of wages

Upon employment, each individual employee shall be informed in writing of how his/her wages will be calculated. This also applies in the event of later changes to the calculation system. Such information may be provided as a wage specification, cf. Section 6.

Subsection 4. Minimum wage

The employees shall be guaranteed an average minimum hourly wage of DKK 127.25 on all days. Effective from the week of 1 May 2023, the hourly wage will increase to DKK 131.75. Effective from the week of 1 January 2024, the amount shall be increased to DKK 136.25.

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

It is a prerequisite 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.

If local parties want to negotiate the pay collectively, this can be agreed locally in accordance with the rules in Section 21.

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 in force at that time.

In order to best support his/her colleagues in connection with entering into salary agreements pursuant to Section 4(4), the trade union representative may request information on the company's productivity, competitiveness, financial situation and future prospects, including order backlog, market situation and production conditions.

Subsection 5. Nuisance bonus

In addition to the route basic amount, a per-hour nuisance bonus, cf. Section 4(1), of DKK 26.17 shall be guaranteed for work carried out between the hours of 23:00 and 06:00. However, for subscription delivery of morning newspapers which continues beyond 06:00, nuisance bonus shall be paid until the end of the night delivery.

Effective from the week of 1 May 2023, the amount will be increased to DKK 27.35. Effective from the week of 1 January 2024, the amount shall be increased to DKK 28.30.

For work carried out on Sundays and public holidays, a nuisance bonus per hour, cf. Section 4(1), of DKK 24.82 shall be guaranteed in addition to the route basic amount.

Effective from the week of 1 May 2023, the amount will be increased to DKK 25.94. Effective from the week of 1 January 2024, the amount shall be increased to DKK 26.84.

Subsection 6. Subscription assistants

Any subscription assistants employed by the company shall receive an hourly pay, cf. Sections 3 (3.4) and (5), plus a nuisance bonus 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 the effective date of the new collective agreement, 16 September 2002, which shall guarantee that their overall pay will be maintained.

Subsection 7. Waiting time

If an employee is subjected to waiting time through no fault of their own, the employee shall be paid the hourly wage, cf. Sections subsections 1 and 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.

However, 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 their usual finishing time on the day in question.

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

Subsection 8. Special delivery in the event of delays

If, due to delays, the employee delivers some of the newspapers or delivers incomplete newspapers on the instructions of management, the employee is obliged to make special delivery of the missing newspapers (sections of newspapers).

Payment for the extra work caused by such special delivery shall consist of a route basic amount and a nuisance bonus, cf. subsections 1 and 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.

Subsection 8 a. Exceptionally large volume

The volume will normally fluctuate during the week or season. Normal and predictable volume fluctuations are an integrated 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.

If, as a consequence of exceptionally large and time-consuming volumes, an employee does not want 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 commits to perform delivery. The employee shall not be entitled to payment for the non-completed part of the delivery. As an alternative to not completing the delivery, and providing that an agreement is reached, the employee and the employer may decide upon remedial measures.

Subsection 9. Transport (between premises etc.)

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 nuisance bonus) for time spent in transport plus reimbursement for kilometres travelled, in accordance with the rates stipulated by the government.

Other schemes may be agreed locally.

Subsection 10. 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 stipulated 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 constitute 3.7%. Effective from the week of 1 March 2016, the supplement will constitute 4.0%.

Subsection 10 a. Special savings account

From 1 March 2022, employees covered by the collective agreement save 5.0% of the wages qualifying for holiday pay as special savings. From 1 March 2024, the savings constitute 7.0% of the wages qualifying for holiday pay.

The amount comprises holiday pay, holiday supplement and any special holiday accumulation. Every 14 days and in connection with retirement/resignation, the balance shall be calculated and the amount paid out.

Subsection 11. Other calculation systems

Regardless of the provisions in this section, the individual companies can make local agreements about different calculation systems which replace these provisions in full or in part.

Section 5 Contract of employment

Subsection 1. The employment shall be confirmed in a contract of employment, 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 contract of employment, or a reference will be made in the contract of employment to DEA's website, www.danskerhverv.dk, where the collective agreement is available in both Danish and English. This provision is also comprised by the later deadline set forth in 5.2.

Subsection 2. If an employer fails to comply with the rules under the Act on Contracts of Employment (lov om ansættelsesbeviser) and such failure to comply has not been corrected within five workdays from the date upon which DEA for DMA received the union's written complaint, the employer can be ordered to pay compensation.

Subsection 3. Any disagreement about this provision shall be conclusively settled by arbitration under the rules of Section 17.

Section 6 Payment of wages

Subsection 1. Wages shall be paid every 14 days.

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, at earliest, be terminated with six months' notice to the end of a month. 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.

Subsection 2. 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 no later than on the previous payday.

Subsection 3. 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.

If possible, from 1 October 2023, though no later than 1 March 2024, the wage specification shall indicate the following: number of minutes per job (route/district) per day.

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

Section 7 Period of notice

Subsection 1.

Seniority	Employee	Employer
0 - 1 years	1 week	2 weeks
1 - 5 years	2 weeks	5 weeks
5 - 10 years	3 weeks	8 weeks
10 years and above	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.

Subsection 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 bring the operations to a halt.

Subsection 3. When calculating seniority, all employment with the same distributor shall be included when the periods between the different employment relationships do not exceed 6 months.

Seniority shall not be interrupted in connection with pregnancy and childbirth, obligatory military service and illness.

Subsection 4. If an employee who has been continuously employed at the same company for 3, 6 or 8 years is terminated through no fault of his or her own, the company must pay a special severance pay of DKK 5,000 upon the employee's resignation/retirement either 1, 2 or 3 times, respectively.

This provision shall not apply if the employee on their departure has found another job, is receiving a pension or for other reasons is not receiving unemployment benefit. 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 position similar to a salaried employee 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.

Employees who receive severance pay pursuant to this provision and who upon re-employment 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.

The parties agree that the stipulation shall not apply in connection with a discharge. This is regardless 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.

Subsection 5. 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.

Subsection 6. Furthermore, employees who are dismissed on the grounds mentioned in Subsection 5 and who have at least six months' seniority at the company are entitled to one additional week off during the notice period, with supplements under the rules of Section 16(2) on a competence development fund.

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

A. 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.

B. 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.

C. 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.

D. 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.

The support from the Competence Development Fund for participation in a course after resignation/retirement 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(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.

Section 8 Illness, etc.

Subsection 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.

Subsection 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 (sygedagpengeloven).

Subsection 3. The employer shall provide sick pay for up to 63 days, calculated 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.

Subsection 4. The sick pay comprises the sick benefits to which the employee is entitled, supplemented to the employee's average hourly pay in the previous four periods of wage payment (eight weeks), however, maximum DKK 127.95 per hour for a maximum of 37 hours a week. Effective from the week of 1 May 2023, the hourly wage will increase to DKK 132.45. Effective from the week of 1 January 2024, the amount shall be increased to DKK 136.95.

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.

Subsection 5. Where an agreement has been entered into in accordance with Section 56 of the Sickness Benefits Act, the employer shall only pay sickness benefits in accordance with the 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.

Subsection 6. Employees with three years' seniority at the company cannot be dismissed during the period when the employee is entitled to sick pay, cf. Section 8(3). This provision only applies if the employee is not responsible for 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. (lov om varsling m.v.) in connection with large-scale dismissals.

Section 9 Childbirth and adoption

Subsection 1. Employees with nine months' seniority at the date of birth shall be entitled to receive four weeks' wages before the expected birth (pregnancy leave) and until 10 weeks after birth (previously maternity leave) corresponding to sickness benefits, though no more than DKK 125.00 per hour. With effect from the week of 1 July 2023, at most DKK 129.50 per hour. With effect from the week of 1 July 2024, at most DKK 134.00 per hour. The amount includes the maximum daily cash benefit rate set by law.

The other parent who has nine months' seniority at the date of birth shall be entitled to receive two weeks' wages (previously paternity leave) at a rate corresponding to sick pay, but not exceeding DKK 125.00 per hour. With effect from the week of 1 July 2023, at most DKK 129.50 per hour. With effect from the week of 1 July 2024, at most DKK 134.00 per hour. The amount includes the maximum daily cash benefit rate set by law.

Subsection 2. For adoptive parents with 9 months' seniority at the time the child was received, the pay shall correspond to sick pay, but not exceed DKK 125.00 per hour. With effect from the week of 1 July 2023, the maximum shall be DKK 129.50 per hour (with effect from the week of 1 July 2024, the maximum shall be DKK 134.00 per hour) during leave for 10 weeks from the time the child was

received (previously maternity leave), 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 125.00 per hour (effective from the week of 1 July 2023, the maximum amount will be DKK 129.50 per hour and effective from the week of 1 July 2024, the maximum amount shall be DKK 134.00 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.

Subsection 3. Under the same conditions as in subsection 1, the employer shall provide payment during leave for up to 20 weeks (previously parental leave). Of these 20 weeks, the parent that held leave pursuant to subsection 1, 1st paragraph, has the right to take nine weeks and the other parent has the right to take eight weeks. Payment ceases if the leave reserved for the individual parent is not taken. The remaining 3 weeks of leave can be taken by either of the parents.

The payment during these 20 weeks shall correspond to full wages. Wages correspond to the wages the employee would have earned during the period. It is a prerequisite for the payment that the employer is entitled to reimbursement corresponding to the maximum daily cash benefit rate. If the reimbursement is less, the payment to the employee will be reduced accordingly.

The 20 weeks of leave must be taken within 52 weeks of giving birth.

The parents can take paid leave at the same time. Each parent's leave can be divided into a maximum of two periods, unless otherwise agreed.

Unless otherwise agreed, the employee must give 3 weeks' notice for payroll accounting purposes when the employee wishes to take paid leave. There is no change to the notification rules in Section 15 of the Maternity Leave Act (barselsloven).

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

Under the same conditions as in subsection 1, the employer shall provide payment during leave for up to 24 weeks (previously parental leave). Of these 24 weeks, the parent that held leave pursuant to subsection 1, 1st paragraph, has the right to take nine weeks and the other parent has the right to take 10 weeks. Payment ceases if the leave reserved for the individual parent is not taken. The remaining 5 weeks of leave can be taken by either parent or divided between them.

The payment during these 24 weeks shall correspond to full wages. Wages correspond to the wages the employee would have earned during the period. It is a prerequisite for the payment that the employer is entitled to reimbursement corresponding to the maximum daily cash benefit rate. If the reimbursement is less, the payment to the employee will be reduced accordingly.

The 24 weeks must be taken within 52 weeks after giving birth.

The parents can take paid leave at the same time. Each parent's leave can be divided into a maximum of two periods, unless otherwise agreed.

Unless otherwise agreed, the employee must give 3 weeks' notice for payroll accounting purposes when the employee wishes to take paid leave. There is no change to the notification rules in Section 15 of the Maternity Leave Act (barselsloven).

If the deadlines of the Maternity Leave Act for notifying leave are not met, the desired leave can only be taken once the specified deadlines have expired, calculated from the time notification was provided, unless otherwise agreed.

Note:

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

Subsection 4. During leave pursuant to subsection 1, paragraph 1, the employee shall receive increased payment contribution, cf. Section 13(8).

Section 10 Time off for a child's / children's illness

Subsection 1. Employees shall be given time off to care for a resident child / resident children under the age of 14 during illness.

This time off 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 shall be 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 medical appointments with the child.

Employees who want to take time off for medical appointments must notify the company as early as possible.

Time off for medical appointments shall be taken without pay.

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

This time off only applies to one of the custodial parents, and the maximum entitlement is a total of 1 week off 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.

Section 10 a. Childcare days

Employees with at least nine months' seniority have the right to 2 childcare days per holiday period. The employee can take a maximum of 2 childcare days per holiday period, regardless of how many children the employee has. The rule applies to resident children under the age of 14.

The days are taken as agreed between the company and the employee, taking into account the best interests of the company.

Childcare days shall be taken without pay.

Section 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 entered into that the holiday be taken on an hourly basis. In connection with this, it must be ensured that the holiday is not taken as fewer hours than the planned number of hours on the day in question and that the total holiday is not less than five weeks calculated in 25 whole days, where days off that are not replacement days off and working days are included pro rata. As far as possible, holidays should be taken in whole weeks.

Holidays should reflect the working week and not be scheduled exclusively on short or long working days.

The employee is included in DEA for DMA's holiday guarantee scheme.

Section 12 Special holidays

Subsection 1. After nine uninterrupted months of employment with the company, the employee earns the right for special holidays.

Subsection 2. Each holiday year, each employee is 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 holiday days are paid in the same way as illness. 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 residual holidays, cf. the provisions of the Danish Holiday Act (ferieloven). Special holidays cannot be notified to be taken during a notice period when notice was given by the company.

Subsection 3. 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.

Subsection 4. Regardless of job change, only special holidays corresponding to one working week per holiday period may be taken.

Subsection 5. 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/retirement – possibly on the last page of the pay slip.

Section 12 a. Days off

Each calendar year, the employee has the right to a number of days off corresponding to the number of days off that the individual employee has lost due to working on the nine weekday holidays (as of 1 January 2024, eight weekday holidays), (New Year's Day, Maundy Thursday, Good Friday, Easter Monday, Great Prayer Day, Ascension Day, Whit Monday, Christmas Day, 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. The days off cannot be taken together without prior agreement.

The employer shall be entitled to turn down the suggested scheduling if operational considerations should so dictate.

Section 13 Pension

Subsection 1. The employees shall be covered by a labour-market pension scheme, which is administered through PensionDanmark.

Subsection 2. The pension contribution amounts to a total of 9.3% of the wages subject to PAYE tax.

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.

As of 1 June 2023, the pension contribution shall constitute 11.3% of the wages subject to PAYE tax.

The employee shall pay 3.1% and the employer shall pay 8.2%. The employee contribution shall be withheld when wages are paid and be assigned to PensionDanmark by the employer.

Note:

The employee has the option to pay more to the pension scheme by contacting PensionDanmark.

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

Subsection 4. The pension scheme also covers employees who have turned 20 years of age if they can document that they are already covered by a labour-market pension scheme.

However, this is subject to compliance with the criterion in subsection 3 on eight hours' work per week.

The pension contribution shall then be paid from the time when all conditions in subsection 4 have been fulfilled.

Subsection 5. 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 of no concern to the employer.

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

Subsection 6. Each employer and employee who receives 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.

Subsection 7. Executive Order No. 5 of 4 January 2001 on ATP (labour market supplementary pension) as amended applies.

Subsection 8 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 per hour	Employee's contribution per hour	Total per hour
DKK 5.50	DKK 2.75	DKK 8.25

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

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

For children born or received on or after 1 July 2023, the following applies:

During the 10 weeks of postnatal leave (formerly maternity leave), cf. Section 9(1) 1st paragraph, an extra pension contribution shall be paid at the expected date of birth for employees with 9 months seniority.

The pension contribution amounts to:

Employer's contribution per hour:	18.45
Employee contribution DKK per hour:	3.69
Total contribution DKK per hour:	22.14

Section 13 a. Senior employee scheme

Subsection 1. The employee can be included in a senior employees' scheme from 5 years before the applicable state pension age for the employee.

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

Unless otherwise agreed, scheduling days off for senior employees is subject to the same rules that apply to the scheduling of special holidays, cf. Section 12.

In addition to the right to take 20 days off for senior employees 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 be such that the insurance scheme and administration costs can still be covered. The conversion does not change existing calculation bases in the collective agreement and is therefore cost-neutral for the company.

Unless otherwise agreed, the employee must provide a written notification to the company on 1 August stating whether the employee wishes to participate in a senior employees' scheme with days off for senior employees for the coming holiday period and, if so, what proportion of the pension contribution the employee may want to convert to salary. Furthermore, the employee must state how many days off for senior employees the employee wishes to take during the upcoming holiday period. This choice is binding for the employee and will continue in the following holiday periods. However, employees can notify the company on 1 August of each year if they wish to make changes for the upcoming holiday period.

Section 14 Trade union and working environment representatives

Subsection 1. Where are trade union representatives elected?

In each company, employees who are covered by the collective agreement shall elect a trade union representative from among themselves to represent them in dealings with the employer or its representative.

In companies with four employees or less, no trade union representative need be elected unless both parties agree that one should be elected.

In companies with 60 or more employees, one additional trade union representative may be elected.

If more than one trade union representative is elected, the trade union representatives shall elect a joint trade union representative from their own number.

Subsection 2. Who can be elected as trade union representative?

The trade union representative shall be elected from among the recognised 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.

Subsection 3. Election of a trade union representative

The election of a trade union representative shall take place during working hours. The framework for this shall be agreed locally. The election of a trade union representative shall take place via a written ballot by 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 trade union representative elected.

In addition, the election shall not be considered valid until approved by 3F København and announced to Dansk Erhverv Arbejdsgiver for Danske Mediers Arbejdsgiverforening. However, the trade union representative protection becomes effective from the time of election, provided that the company receives written notification of who was elected no later than two days after the election. If such written notification is received at a later time, the trade union representative protection shall take effect upon its receipt by the company.

However, Dansk Erhverv Arbejdsgiver for Danske Mediers Arbejdsgiverforening shall be entitled to object to the union about the election of a trade union representative no later than 14 days after receipt of the union's notification of the election. Such an 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 trade union representatives, and who have not completed the necessary trade union representative courses prior to the election, will complete the training as soon as possible after the election has taken place.

Dansk Erhverv Arbejdsgiver for Danske Mediers Arbejdsgiverforening will endeavour to contribute to ensuring that the newly elected trade union representative receives the necessary time off.

Upon agreement with the employer, the trade union representative can be given the necessary time off to participate in other relevant courses for trade union representatives.

Subsection 4. Alternate trade union representative

In companies where only one trade union representative can be elected, an alternate for the trade union representative shall be elected.

To be elected, this alternate must meet the conditions in subsection 2.

Such an elected alternate may function as trade union representative when the trade union representative is absent due to illness, holiday, participation in courses, etc., and the alternate trade union representative will have the protection of the elected trade union representative during the periods when he/she functions as trade union representative.

Subsection 5. Collaboration

It is the duty of the trade union representative as well as of the employer and its representative to do their best to maintain and promote a good and peaceful collaboration at the workplace.

Subsection 6. Complaints and recommendations

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

If the trade union representative's communication with the management does not result in a satisfactory arrangement, the trade union representative can freely request of his/her organisation that it handles the matter instead, but work must continue without disruption while the matter is being handled by the organisations.

Subsection 7. Function during working hours

The trade union representative must perform his/her duties in a way that is least disruptive with the trade union representative's productive work.

If the trade union representative needs to stop working during working hours in order to fulfil his/her obligations as trade union representative of the company, the individual must reach a prior agreement to this effect with the employer or its representative. The employer shall respect that the trade union representative needs the necessary time off to carry out his/her functions under the collective agreement.

The trade union representative is given the opportunity to meet with newly hired employees during working hours. The purpose of the meeting is to inform about the trade union representative's cooperation with the company and the possibility of membership of the organisation. For example, a meeting can be set up in connection with an introduction day for new employees at the company, either when a company has hired a certain number of new employees or at regular intervals.

If there is IT and internet access at the company, the trade union representative and the working environment representative must have the necessary access to this.

Subsection 8. Time off to perform incidental trade union representative work

In addition to the necessary time, the trade union representative 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.

Subsection 9. 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 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(1) of the Danish Working Environment Act (arbejdsmiljøloven).

Subsection 10. Remuneration

If there is an agreement pursuant to subsection 7, second sentence, or if, upon the request of the management, the trade union representative will be tied up during working hours with matters relating to the company and its employees, the trade union representative shall be paid for the time spent on such matters, and he shall be paid his/her actual loss of wages for the time in question. Participation in meetings outside working hours shall be paid the same amount as for participating in works council meetings, provided that no loss of wages has been suffered as a result of his function.

Subsection 11. Dismissal of a trade union representative

The dismissal of a trade union representative must be motivated by compelling reasons, and management shall give the individual a total of five months' notice.

If a trade union representative has functioned as such for a continuous period of at least five years, the trade union representative shall be entitled to a notice period of six months.

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

Subsection 12. Procedure for dismissal

If an employer finds that, under subsection 11(1),

there are compelling reasons to dismiss a trade union representative elected in accordance with the provisions in subsections 1-3, he or she must contact the Dansk Erhverv Arbejdsgiver for Danske Mediers Arbejdsgiverforening who can then raise the issue in accordance with the rules for settling professional disputes. In such a case, the mediation meeting must be held no later than seven calendar days after receipt of the mediation application, and the industrial proceedings must otherwise be promoted as much as possible.

When a trade union representative has been elected in accordance with subsections 2 and 3, his/her employment in the notice period cannot be disrupted until his/her organisation has had the opportunity to try the justification of the dismissal at an industrial hearing.

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

Subsection 13. Continued protection

An employee who steps down as trade union representative after having functioned as one for at least one year, 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 trade union representative.

This rule shall apply only to employees who are former trade union representatives.

Subsection 14. Working environment representatives and employee-elected board members

The election, payment and dismissal rules that apply to trade union representatives shall also apply to working environment representatives. Reference is also made to Act No. 681 of 23 December 1975 on working environments, with the associated executive orders. The dismissal rules that apply to trade union representatives also apply to employee-elected board members and their alternates.

Subsection 15. Education representative

By local agreement between management and the trade union representative, the trade union representative may appoint a joint education representative at the company.

Section 15 Development fund

The amount agreed between the main organisations of DKK 0.45 per performed work hour shall be paid to DA/LO Udviklingsfond. 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 main organisations.

Section 16 Continuing education and training

Subsection 1. One week of continuing education and training for every 600,000 newspapers delivered per year shall be established in each individual company from 1 January 2003 to be taken within the following calendar year.

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

Management and the trade union representative shall agree on how to use the pool of continuing education and training time thus accumulated, for the benefit of employees covered by the collective agreement and adapted to the circumstances of the company. Any external course activity shall primarily consist of publicly supported courses for which the company is reimbursed. Wage compensation to the employee shall be paid out of the employee's average personal income of the most recent 12 weeks.

Reference is also made to the education committee for unskilled workers established by the organisations, cf. the Protocol on an education committee.

Subsection 2. After nine months' employment, each employee is entitled to two weeks off per year – to be scheduled with due consideration for the company's production circumstances – for further/supplementary self-selected education/training, which is of relevance to

- a) employment within the trades organised by of 3F
- b) the company.

The company shall pay an amount corresponding to DKK 520 per full-time employee covered by the collective agreement pursuant to further guidelines set out in the "Organisation Agreement on a Competence Development Fund".

The employee can apply to the competence development fund for training/education support. Support for training/education cannot be given if the employee receives full or partial pay.

Companies which

- a) have an education committee and
- b) have over 100 employees under this collective agreement

can establish a development fund in the company pursuant to further guidelines set out in the "Organisation Agreement on a Competence Development Fund".

Section 17 Rules for settling industrial disputes

Subsection 1. The undersigned organisations 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.

Subsection 2. Both organisations shall 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 trade union representative. However, the organisations agree that, as before, both the employer and the trade union representative can choose to have the dispute discussed at a mediation meeting.

Subsection 3. Mediation meetings must be held as soon as possible and no later than 21 calendar days after the other organisation has received the application for mediation.

If the matter is urgent, its urgency must be stated in the application for mediation, and the mediation meeting must be held no later than seven days upon receipt of the application.

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

A summary report of the result of the mediation meeting shall be prepared and signed, with binding effect on the parties and organisations involved in the dispute.

Subsection 4. If a mediation meeting for summary dismissal cases 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 subsection 6.

In the event there is a request to settle a case by industrial arbitration, the respective parties may also request an organisation meeting, in accordance with the deadlines in subsection 3, provided that the holding of such meeting does not require moving the industrial arbitration hearing to a different date.

Subsection 5. If mediation does not result in a settlement of the dispute, the organisation representatives can request that the case be referred for further processing between the organisations.

The negotiations between the organisations shall begin within the deadlines indicated in subsection 3.

Subsection 6. If the dispute is not resolved in this way and if it concerns the interpretation of an existing collective agreement between the organisations, the case must be brought before an arbitration tribunal for settlement if either organisation so demands.

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

If one of the parties' objects to having the case settled by arbitration on the assertion that the dispute in question does not concern the interpretation of an existing collective agreement between the parties, either party can, through its main organisation (DA and LO, respectively), appeal the question of whether the objection to arbitration is justified to the Labour Court.

Subsection 7. The arbitration tribunal shall be made up of five members, two appointed by 3F København, two appointed by Dansk Erhverv Arbejdsgiver for Danske Mediers Arbejdsgiverforening, and one umpire. The parties shall write to the Labour Court and in agreement propose an umpire. If agreement cannot be reached on the proposal of an umpire, the Labour Court shall be asked to appoint the umpire.

Subsection 8. The arbitration tribunal shall sit as quickly as possible.

The complaint shall be forwarded to the counterparty and to the umpire no later than 21 calendar days before the arbitration hearing. The complaint shall be accompanied by minutes of meetings and exhibits that are part of the complaint assertion.

The statement of defence with exhibits shall be forwarded to the complainant organisation and the umpire no 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, a decision in the case shall be reached by a simple majority vote among 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 issue the award at the earliest opportunity.

Subsection 9. The norm for settling industrial disputes most recently adopted by the main organisations shall also apply.

Section 18 Principal agreement

The parties shall adhere to the Principal Agreement of 1973 (Hovedaftalen af 1973), as later amended, between the Confederation of Danish Employers and the Danish Confederation of Trade Unions.

Section 19 Cooperation agreement

The Collaboration Agreement made between the Confederation of Danish Employers and the Danish Confederation of Trade Unions.

Section 20 Accession to the collective agreement and escalation for newly enrolled companies

Subsection 1. Newly enrolled companies with other collective agreements, accession agreements or local agreements shall be covered by this collective agreement from the registration.

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

The companies may deduct the contribution applicable at the time of enrolment from the wages for special savings less two percentage points (from 1 March 2024, this shall be 4 percentage points).

From the time of enrolment, the companies are obliged to pay contributions for special savings in accordance with Section 3(4)(a) (corresponding to Section 4(10)(a)) less two percentage points (from 1 March 2024, this shall be 4 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(4)(a) (corresponding to Section 4(10)(a)).

With regard to the two percentage points (from March 2024, four percentage points) newly enrolled members of DEA for DMA may request escalation as follows:

Within three months of enrolling in DEA for DMA, 0.5% (from 1 March 2024, 1%) shall be paid in contributions for special savings.

No later than one year later, the payment must amount to at least 1% (from 1 March 2024, 2%) in contributions for special savings.

No later than two years later, the payment must amount to at least 1.50% (from 1 March 2024, 3%) in contributions for special savings.

No later than three years later, the payment must amount to 2% (from 1 March 2024, 4%) in contributions for special savings.

The escalation scheme must be recorded between DMA and 3F København no later than two months after enrolment at the request of DEA for DMA.

Subsection 3. Newly enrolled members of DMA may request that the contribution to the OUS Fund be determined as follows:

No later than three months after enrolment in DEA for 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 at least amount to the full contractual contribution.

The escalation scheme must be recorded between DEA for DMA and 3F København no later than two months after enrolment at the request of DEA for DMA.

Section 21 Local agreements

It is possible for the trade union representative and the company to enter into local agreements that deviate from and supplement the collective agreement.

If no trade union representative has been elected, local agreements that do not deviate from the collective agreement may be entered into with the support of more than half of the employees covered by the local agreement at the time the agreement is entered into.

Where a trade union representative has not been elected, cf. above, local agreements can be entered into or terminated according to the practice thus far between the company and the employees.

These local agreements can be terminated with two months' notice.

The parties to the collective agreement, DEA for DMA / 3F København, must approve all agreements. Local agreements that have been entered into are only valid once the approval of the organisations has been obtained.

Section 22 Commencement of the collective agreement

This collective agreement, renewed by settlement of 16 March 2023, shall enter into force on 1 March 2023 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, for termination on 1 March, however, no earlier than 1 March 2023.

(Sign. Thomas Reichsthaler Møller)
3F København

(Sign. Pia Rude Truelsen)
Dansk Erhverv Arbejdsgiver
for Danske Mediers
Arbejdsgiverforening

Protocol on weekly days off

Subsection 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. Subsection 3 below.

Subsection 2. If the employee is 50 years of age or older, the request must be granted, and this must take place within six months, cf. however subsection 3 below.

Subsection 3. If the request concerns two days off a week, these should be granted as consecutive days and, as much as 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.

Subsection 4. There shall be no right for wage compensation.

Protocol on priority right to vacant districts

The parties agree that employed delivery personnel wishing to increase their 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 for exchanging wages for time off

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

"40 per cent of the supplement for shift work can be traded for wages

Subject to a local agreement, it may be agreed that up to 40% of a shift work supplement 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 local agreement.

The parties note that the collective agreement does not include a shift work supplement, but a nuisance bonus 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 local agreement – to present an opportunity for less stressful night work with a greater degree of freedom, 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 delivery person to request extra days off without pay, and that their requests will be granted if they are consistent with the interests and operations of the company.

On this basis, the parties agree that the above provision, as it is worded, has no actual relevance for the collective agreement.

3F København reserves the right to bring up the matter again in future collective bargaining, providing that amendments to the provision in areas covered by benchmark collective agreements should so indicate.

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 with three months' notice to the end of a month, the organisations 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. In such a case, this must take place as a voluntary agreement between the employer and employee. The trade union representative shall be informed in each case.

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 continuing education and training of employees covered by the collective agreement.

The parties agree that the committee can be part of the already existing education committee for unskilled employees which was agreed between the parties and 3F, or perhaps be a subcommittee to this committee. Up to two persons from 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.

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

The continuing education and training shall also aim to improve the vocational skills of the workforce and its adaptation to technological developments.

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

Protocol on subscription delivery

The parties agree that from the effective date of the new collective agreement, 16 September 2002, the following 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 usage (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 in Section 4(1).

The company's minutes recorded for the relevant week shall be available in writing to the trade union representative and the employees.

The system for calculating the time 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 referred to in connection with industrial proceedings relating to the determination of route time, etc.

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

When the individual company wants to adjust a set time, cf. Section 4(1), for single routes (districts), the company shall notify the affected employees no later than 14 days before the change is implemented, and the trade union representative shall be notified simultaneously.

The individual employee or the trade union representative may contest the 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 the delivery route(s) (districts) of the employee. Such a request may be directed through the trade union representative. 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 trade union representative shall be notified before the restructure is implemented. The trade union representative can request a negotiation between the trade union representative 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). Such a 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 trade union representative, 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).

From the restructuring of the deadline and until reception of the first full payslip, the employee can consider himself/herself as terminated by the distributor if the restructuring has led to a significant change in the unit price of the total income in a full pay period.

If the employee exercises the right to not accept the changes and thus leave the company, this should be notified to the employer no later than a week after reception of the first full payslip. The employee then leaves the company one week after the employee has notified the employer, unless otherwise agreed.

Protocol on the work of trade union representatives in connection with subscription delivery

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

It is a prerequisite that this is done in a way that causes minimum possible disruption to the productive work and that it takes place after prior discussion with management.

The trade union representative shall be paid in accordance with Section 17(9) of the collective agreement.

The company can choose to assist in the communication between the trade union representative and the employees with a view to minimising the trade union representative's use of productive working hours. Employee meetings shall be held outside working hours.

If, as a result of his/her function, the trade union representative is summoned to a meeting outside working hours, he/she shall be entitled to time off on the working day before or after the meeting. However, this shall not apply in connection with brief meetings held in close extension to working hours.

This protocol, which was entered into in connection with the entry into force of the collective agreement on 16 September 2002, may be terminated by either party - the employer's organisation on the one hand and the employee organisations collectively on the other - with six months' notice.

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

Protocol on the improving the language skills of trade union representatives and other employees

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 trade union representatives and the working environment representatives who want courses in English, and possibly other languages spoken by employees in the company, an opportunity for developing their language skills.

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

In both situations, this shall take place on the terms 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 proposed contract of employment

The parties agree that they will jointly attempt to reach an agreement on preparing a recommended contract of employment, which will be added to the collective agreement as an annex.

Protocol on the translation of the collective agreement

In connection with the typing up of this collective agreement, DEA for DMA will endeavour to have the collective agreement translated into English for the purpose of enabling the organisations 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 payslips and any other documents to be exchanged during or after the current terms of employment, via electronic mail solutions that may be available, e.g. e-Boks or email.

If the companies want to avail themselves of this possibility, the employees shall receive three months' notice, unless otherwise agreed. Employees exempt from receiving digital mail from public authorities may, after contacting and providing documentation to the company, be exempt from the reception of digital mail from the business. This shall also apply to employees who approach the employer with a specific and reasoned request. However, 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 notification.

Protocol on the irregularities-investigation committee

The parties have agreed to appoint a working environment committee and a committee charged with investigating persistent rumours on irregularities in relation to tax laws etc. in connection with newspaper distribution.

In addition, the parties have agreed that this committee may consider cases concerning rumours etc. on the circumvention of the collective agreement in connection with the use of sub-distributors and the hiring-out of labour. The goal is to guarantee the Danish model and the orderly conditions that are derived from this in the companies in the industry.

This committee shall comprise two representatives appointed by 3F and two representatives appointed by DEA for DMA. The committee shall be entitled to call in relevant persons with the goal of clarifying the cases.

Protocol on ad hoc work groups

With the aim to share knowledge on matters relevant to the industry, such as issues and opportunities related to the distribution of various products, ad hoc committees may be established consisting, on the one hand of relevant employees and trade union representatives and, on the other, of relevant representatives of companies, publishers, customers, etc. The subject shall determine the participants. The organisations may participate if the parties so wish. Committees are established by agreement between the parties and as needed.

Codex for agreements with foreign employees

It is agreed between the parties to the collective agreement that, for foreign employees, it may be appropriate for the company to provide accommodation, transport, etc. during their stay in Denmark.

It has further been agreed that it should be voluntary for the employees to conclude an agreement with the company on the purchase of services related to the employment relationship and that, according to the parties' interpretation, it would be in contravention of the collective agreement to make an employment relationship conditional on the employees concluding such agreement.

In addition to this, the parties agree that employees who have concluded a voluntary agreement with the company on the purchase of services must be given the opportunity to terminate such an agreement with one month's notice to expire at the end of a month, unless another shorter notice period has been agreed.

Should the member companies of Dansk Erhverv Arbejdsgiver for Danske Mediers Arbejdsgiverforening enter into such voluntary agreements with their foreign employees, the parties to the collective agreement agree that 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 organisations agree that a competence development fund shall be established, and in connection with this, they consent to the wording on

Purpose
Time off for training/education
Financial contributions
Competence development fund
Competence development support managed in the organisation
Other collective agreement areas
Collective agreement provisions
Basic conditions for the scheme,

as stated in the collective bargaining 2007 The Graphic Collective Agreement (Den Grafiske Overenskomst), Protocol No. 12.

The parties agree that time off for self-elected continuing education and training shall be assessed based on what is relevant for employment within the organisational area of Fagligt Fælles Forbund.

The parties agree that the fund's resources can be used as a contribution for partial cover of the employee's wage loss during training/education, though no more than the amount that, together with any wage loss compensation, constitutes 100% of the personal wages.

The change will come into effect for training/education programmes that are granted support and carried out after 1 September 2023.

Protocol on an Information and Collaboration Fund

Subsection 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 DEA for DMA and two by 3F København. The positions of Board Chair and Deputy Chair, respectively, alternate between the organisations at two-year intervals. Decisions of the Board of Directors shall be 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.

Subsection 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, for example, 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 50-50 between the employee and employer. Unless otherwise agreed, the account shall be settled once a year at the end of the calendar year.

Protocol on improved health checks in connection with night work etc.

Employees must be offered free health checks before starting working as night workers.

The parties further agree that employees who are classified as night workers must be offered health checks at regular intervals of no more than 2 years.

With effect from 1 March 2024, employees classified as night workers shall be offered health checks at regular intervals of no more than 1 year. For night workers who have turned 50, an extended health check shall be performed following the assessment of a doctor or other healthcare professional.

During the collective agreement period, the parties shall discuss the need for a specific risk assessment or similar with respect at night work.

The parties have noted NFA's recommendations, including in particular:

No more than 9 hours at a time

At least 11 hours between shifts

Pregnant women usually work a maximum of one night shift per week to minimise the risk of miscarriage and other pregnancy complications.

Night work by pregnant women

The below shall apply from 1 March 2024 under the following assumptions:

That the Danish Working Environment Authority incorporates NFA's recommendations for night work performed by pregnant women, cf. Section 8, Annex 2.

That night work in excess of 1 night shift per week will be covered by Section 6(2)(2) of the Maternity Leave Act, and that there will thus be access to reimbursement.

When the company is notified or otherwise becomes aware that an employee is pregnant, the company must, as soon as possible and no later than 2 weeks after the end of a week, reschedule the employee's working hours or transfer the employee to other duties so that the employee works no more than one night shift per week.

If it is not possible for the employer to reschedule working hours so that the employee in question works no more than 1 night shift per week or to transfer the employee to other work tasks, the employee is entitled to absence for other night shifts in excess of 1 per week with payment as for pregnancy leave, in accordance with the provisions of Section 9(1). This is exclusively a rule on payment that applies regardless of the employee's seniority and regardless of the number of weeks the employee is absent from other night shifts in addition to 1 per week.

If the pregnant employee has earned the right to absence from other night shifts in excess of 1 per week, cf. above, the employer may later reschedule the employee's working hours or transfer the employee to other tasks if and when the opportunity arises.

Protocol on social dumping

This agreement concerns 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. With respect to hired temporary workers, this provision shall only apply if, in accordance with the collective agreement, obligations already exist in relation to the payment of hired temporary workers.

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 organisation under the Confederation of Danish Employers, the disputing union can contact the company / the company's organisation 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 organisation 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 organisation as quickly as possible.

The parties agree that, in such situations, the company may be admitted to the employers' association or to another member organisation 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 organisations.

Protocol on sub-distributors

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

Protocol on committee work concerning the Calculation Committee

The parties shall continue the committee work from the collective agreement period 2020 - 2023. The purpose of the committee work continues to be to ensure faster case processing and decision making in the Calculation Committee.

The parties agree that this protocol shall lapse in connection with the collective agreement renewal of 2025.

Protocol on covering developments in other forms of work

In connection with the collective agreement negotiations in 2020 and again in 2023, the parties discussed the prevalence of work forms that differentiate themselves from normal full-time work.

Agreement has therefore been reached that, during the collective agreement period 2023-2025, joint committee work can be initiated aimed at uncovering the development of such work forms. If deemed necessary, the parties can involve external cooperation partners for this purpose.

The parties agree that they will await the results of the committee work within the areas of normal wages and minimum wages before initiating their own committee work.

Protocol on committee work concerning the training and education of the employees

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

The parties agree that employee training remains a priority and a 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 initiated in the collective agreement period 2020-2023 shall be continued. The purpose of the committee work is to review 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.

Protocol on holidays

As a deviation from Section 7 of the Danish Holiday Act on taking holiday in advance and the principles in Section 15 of the same act, a local agreement can be entered into with the trade union representative on notification of holiday that has not been earned at the time it is taken. The local agreement must be in writing.

It can be agreed that:

employees are granted **up to 5 weeks of holiday at the start of the holiday year on 1 September.**

Employees who join during the holiday year are allocated a number of holiday days proportionally.

The company can give notice that holiday should be taken at a time when the holiday has not yet been earned (give notice of "holiday in advance"). The company cannot give notice of more holiday than the employee can earn before the end of the holiday year.

If an employee resigns during the holiday year and the employee has used more holiday than they earned at the time of resignation, the company can perform a deduction from the employee's wages and holiday pay claim.

Where the resignation is due to the company's termination, the company cannot deduct more holiday than the employee can earn before his or her resignation, unless the termination is due to a material breach on the part of the employee.

Where the employee cancels or terminates his or her employment relationship due to the company's material breach of contract, no deduction can be made.

The company must calculate and pay holiday allowance to the employee if the employee has received less holiday allowance than the employee would have received if the employee had not taken "holiday in advance".