

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

between

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

and

3F København

2014 - 2017

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1 Scope of the collective agreement

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

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

2 Working hours

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

2.2 Distribution can take place every day of the week.

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

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

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

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

3 Wages

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

3.1 Calculation systems

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

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

3.2 Changes to the calculation system

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

3.3 Hourly wages

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

3.4 Minimum wage

The employees shall be guaranteed an average minimum hourly wage of DKK 110.30 on all days.

Effective from the week of 1 March 2015, the hourly wage will increase to DKK 111.95.

Effective from the week of 1 March 2016, the hourly wage will increase to DKK 113.75.

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

Instead of establishing a free-choice wage account, a non-variable supplement was introduced from 1 May 2007. The supplement amounts to DKK 1.19.

Instead of an adjustment of a free-choice wage account in 2014, the non-variable supplement will be increased from DKK 1.19 to DKK 1.52 effective from the week of 1 March 2014, to DKK 1.85 effective from the week of 1 March 2015 and to DKK 2.18 effective from the week of 1 March 2016.

3.5 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.

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

3.6 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 shop steward has been elected, the local branch of 3F (United Federation of Danish Workers) can contact the company by telephone and request a technical calculation of the employee's wages. Such request shall be complied with as quickly as possible and within a maximum of 14 calendar days.

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

4 Subscription delivery

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

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

Note:

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

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

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

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

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

Note:

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

Employees who were on a contract for Sunday delivery when the distribution was put out to independent distributors, and who were still on a contract for Sunday delivery at the commencement of the lawful strike on 14 June 2002, shall receive a fixed supplement of DKK 16.30 per hour as from 16 September 2002, the effective date of

the new collective agreement, instead of the supplement for contract delivery personnel, for as long as the terms and conditions of their contract are complied with.

4.2 Calculation committee

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

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

The calculation committee shall establish its own working method.

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

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

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

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

4.3 Information about calculation of wages

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

4.4 Minimum wage

The employees shall be guaranteed an average minimum hourly wage of DKK 110.30 on all days.

Effective from the week of 1 March 2015, the hourly wage will increase to DKK 111.95.

Effective from the week of 1 March 2016, the hourly wage will increase to DKK 113.75.

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

It shall be a basic assumption that the companies will pay a supplement to the minimum wage to all employees whose qualifications entitle them to receive such a supplement.

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

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

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

4.5 Hardship allowance

In addition to the route basic amount, a hardship allowance per hour, cf. Section 4.1, of DKK 23.02 shall be guaranteed for work carried out between the hours of 23.00 and 06.00. For subscription delivery of morning newspapers which continues beyond 06.00, however, hardship allowance shall be paid until the end of the night delivery.

- Effective from the week of 1 March 2015, the amount will increase to DKK 23.39.
- Effective from the week of 1 March 2016, the amount will increase to DKK 23.79.

For work carried out on Sundays and public holidays, a hardship allowance per hour, cf. Section 4.1, of DKK 21.84 shall be guaranteed in addition to the route basic amount.

- Effective from the week of 1 March 2015, the amount will increase to DKK 22.19.
- Effective from the week of 1 March 2016, the amount will increase to DKK 22.57.

4.6

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

Note:

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

4.7 Waiting time

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

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

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

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

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

4.8 Special delivery due to delays

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

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

4.9 Transport

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

Other arrangements can be agreed locally.

4.10 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 mentioned in the note to Section 4.1.

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

week of 1 March 2015, the supplement will amount to 3.7%. Effective from the week of 1 March 2016, the supplement will amount to 4.0%.

4.11

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

5 Statement of employment particulars

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

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

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

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

6 Payment of wages

6.1 Wages shall be paid every two weeks.

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

6.3 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.

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

7 Period of notice

7.1

Seniority	Employee	Employer
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10

0 – 1 year	1 week	2 weeks
1 – 5 years	2 weeks	5 weeks
5 – 10 years	3 weeks	8 weeks
10 years or more	4 weeks	10 weeks

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

7.2 The period of notice shall cease to apply

- in the event of inability to work due to work stoppages by other employees;
- if a machine stoppage, a shortage of material or other force majeure events completely or partially bring the operations to a halt.

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

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

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

This stipulation shall not apply if, at the time of his departure, the employee has found other employment, receives a pension, or for other reasons does not qualify for unemployment benefits. Nor shall the employee receive severance pay if he is covered by a collective agreement for salaried employees or is employed on salaried employee terms, or if he is already entitled to severance pay, an extended notice period or similar terms and conditions which are more beneficial to him than the ordinary rules of termination under the collective agreement.

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

If the employee works part-time, the amount shall be changed proportionately.

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

7.5 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.

7.6 Effective from 1 May 2014, employees who are terminated on the grounds mentioned in Section 7.5 and who have at least six months' seniority are also entitled to one week off during the notice period with supplements under the rules of Section 16.2 on a competence development fund.

8 Illness etc.

8.1 In the event of illness or accident, the rules of Act No. 563 of 9 June 2006 on sickness benefits, as amended, shall apply.

8.2 The employer must pay wages during illness to employees who have been continuously employed by the relevant company for at least six months. The employee shall fulfil the conditions for the right to receive sickness benefits from the employer in accordance with the rules of the Sickness Benefits Act.

8.3 The employer shall provide sick pay for up to 42 days as from the first day of absence. In the event of a recurrence of the same illness within 14 calendar days from and including the first day of work after the end of the previous absence period, the employer's period of payment shall be calculated from the first day of absence in the first absence period.

8.4 Sick pay shall consist of the sickness benefits to which the employee is entitled supplemented up to his average hourly wage during the four previous wage periods (eight weeks), but shall amount to a maximum of DKK 116.50 per hour for a maximum of 37 hours per week. Effective from the week of 1 March 2015, the amount will increase to a maximum of DKK 118.15 per hour. Effective from the week of 1 March 2016, the amount will increase to a maximum of DKK 119.95 per hour.

Note:

Employees who work more than 37 paid hours per week shall in the event of illness receive compensation for such hours according to the hourly rate for sickness benefits.

8.5 If an agreement has been made pursuant to Section 56 of the Sickness Benefits Act, the employer shall only pay sickness benefits in accordance with the relevant rules of the Sickness Benefits Act, if the employee's absence is due to another illness than the one that was the reason for the agreement pursuant to Section 56.

9 Childbirth and Adoption

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

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

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

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

9.3 In addition to the 14 weeks' maternity/paternity leave, the employer shall pay wages during an employee's absence for up to 11 weeks. Each parent is entitled to payment for four weeks during this 11-week period. However, if the leave reserved for each parent is not taken, payment will lapse. Wages for the remaining weeks can be paid to either parent.

The wages for these 11 weeks shall correspond to sick pay, but not exceeding DKK 125.00 per hour. However, the employer shall only pay these wages if he is entitled to a reimbursement corresponding to the maximum rate of sickness benefits. If the employer is entitled to a smaller reimbursement, the employee's wages shall be reduced correspondingly.

The parents can take simultaneous leave with payment. Each of the parents shall take leave for a continuous period of time. The 11 weeks' leave must be taken within 52 weeks of childbirth.

The following applies to children for which parental leave starts on or after 1 July 2014:

In addition to the 14 weeks of maternity/paternity leave, the employer will pay wages during an employee's absence for up to 13 weeks. Each parent is entitled to payment for five weeks during this 13-week period. If the leave reserved for each parent is not taken, the payment will lapse. Wages for the remaining weeks can be paid to either parent.

The wages for these 13 weeks shall correspond to sick pay, but not exceeding DKK 125.00 per hour. However, the employer shall only pay these wages if he is entitled to a reimbursement corresponding to the maximum rate of sickness benefits. If the employer is entitled to a smaller reimbursement, the employee's wages shall be reduced correspondingly.

The parents can take simultaneous parental leave with payment. Each of the parents shall take leave for a continuous period of time. The 13 weeks' leave must be taken within 52 weeks of childbirth.

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

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

Employees shall be given time off to care for a resident child/children under the age of 15 during illness.

Only one parent can have time off, and only on the child's first day of illness.

Employees will receive the same amount of sick pay for this day that they would receive for own illness, subject to providing the documentation required by the company.

10.2 Employees shall be given time off when they need to be admitted to a hospital together with the child. This rule relates only to children under the age of 15.

Only one custodial parent can have time off for hospitalization, and the maximum right to time off is a total of one week per child within a 12-month period.

Upon request, the employee shall submit documentation for hospitalization.

The employee shall receive wages corresponding to sick pay for time off for the above reasons, subject to providing the documentation required by the company. To the extent that the employee is entitled to sickness benefits from the municipal authorities, such benefits shall be reimbursed to the company.

11 Holiday and Holiday Pay

Holiday and holiday pay shall be paid in accordance with Act No. 396 of 31 May 2000, as amended. Holiday pay shall amount to 12.5%, and employees with 5-day work weeks shall earn the right to 2.08 days of holiday for each month worked (corresponding to 2.5 days for employees with 6-day work weeks).

The employees shall be covered by the holiday card scheme and the warranty scheme of the Danish Newspapers' and Media Employers' Association.

More details may be found in the protocol on electronic documents.

12 Special holidays

12.1 The employees shall be entitled to special holidays after nine months of continuous employment with the company.

12.2 During each holiday year, an employee is entitled to a number of special holidays corresponding to the employee's full normal working week, but not exceeding 37 hours distributed on a maximum of six days.

The special holidays are converted into and taken as hours off during the holiday year.

Payment for these hours shall correspond to sick pay. The individual weekly sick pay calculated on the basis of the workdays of the previous wage period shall be the basis for calculating pay for the 37 hours.

The special holidays shall be placed in accordance with the rules that apply to remaining holidays, cf. the provisions of the Holiday Act. An employee cannot be ordered to take his special holidays during a period under notice if his employment has been terminated by the company.

12.3 If the special holidays are not taken before the end of the holiday year, the employee shall receive compensation corresponding to sick pay per unused special holiday. Payment shall take place in connection with the first payday after 1 June.

12.4 Irrespective of any change of employment, an employee can only take special holidays corresponding to one working week.

13 Pension

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

13.2 The pension contribution shall amount to a total of 9.3% of the taxable income from employment.

The employee shall contribute one third and the employer shall contribute two thirds. The employee's contribution shall be withheld from the wage payment and paid into PensionDanmark by the employer.

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

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

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

The pension contribution shall then be paid from the time when all conditions in Section 13.4 have been fulfilled.

13.5 Consolidation Act No. 5 of 4 January 2001 on ATP (a labour-market supplementary pension) as amended shall apply.

13.6 During their 14 weeks of maternity/paternity leave, employees with nine months' seniority at the expected date of childbirth shall receive an extra pension contribution:

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

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

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

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

14 Shop stewards and health and safety representatives

14.1 Where are shops stewards elected?

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

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

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

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

14.2 Who can be elected shop steward?

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

14.3 Election of a shop steward

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

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

However, the Danish Newspapers' and Media Employers' Association shall be entitled to present an objection to the election of a shop steward to the Union not later than 14 days after receipt of the Union's notification of the election. Such objection shall then be considered pursuant to Section 17 Rules for settling industrial disputes.

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

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

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

14.4 Alternate shop steward

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

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

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

14.5 Collaboration

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

14.6 Complaints and recommendations

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

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

14.7 Function during working hours

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

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

If there is IT and internet access in the company, the shop steward shall have the necessary access hereto.

14.8 Time off for ongoing shop steward work

In addition to the necessary time off, cf. Section 14.7, the shop steward shall be entitled to 10 days off with pay per year for gaining an overview of ongoing cases or carrying out ordinary proactive work among the employees. However, the employer can monopolize half of that time for meetings with the employer.

14.9 Pay

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

14.10 Dismissal of a shop steward

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

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

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

14.11 Dismissal procedure

If an employer finds that there are compelling reasons in accordance with Section 14.10, first sentence, to dismiss a shop steward elected according to the rules of Sections 14.1 to 14.3, he shall notify the Danish Newspapers' and Media Employers' Association who can then raise the issue in accordance with the rules for settling industrial disputes. The subsequent mediation hearing shall be held not later than seven calendar days after the arrival of the application for mediation, and the industrial proceedings shall generally be expedited as much as possible.

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

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

14.12 Continued protection

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

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

14.13 Health and safety representatives and employee-elected board members

The election, payment and dismissal rules that apply to shop stewards shall also apply to health and safety representatives. Reference is made to Act No. 681 of 23 December 1975 on working environments, with appertaining executive orders. The dismissal rules that apply to shop stewards also apply to employee-elected board members and their alternates.

15 Development fund

The development fund of the Confederation of Danish Employers and the Danish Confederation of Trade Unions shall receive the amount fixed by the central organizations, which is presently DKK 0.40 per performed working hour. Effective from the first wage period after 1 January 2015, this amount will increase to DKK 0.42. The amount shall be collected in accordance with the stipulation of the central organizations.

16 Supplementary training

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

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

How the thus achieved pool of supplementary training time can be used for the benefit of employees covered by the collective agreement and adapted to the circumstances of the company shall be agreed between the management and the shop steward. Any external course activity shall primarily be publicly supported courses for which the company is reimbursed. Wage compensation to the employee shall be paid out of his average personal income of the most recent 12 weeks.

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

16.2 After nine months' employment, each employee is entitled to two weeks off per year – to be held with due consideration for the company's production circumstances – for further/supplementary training of his own choice, which is of relevance to

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

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

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

Companies which have

- (a) training committees, and
- (b) more than 100 employees covered by this collective agreement

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

17 Rules for settling industrial disputes

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

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

17.2 Both organizations shall be represented at the mediation hearing.

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

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

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

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

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

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

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

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

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

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

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

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

17.8 The arbitration tribunal shall sit as quickly as possible.

The complaint shall be forwarded to the counterparty and to the umpire not later than 21 calendar days before the arbitration hearing. The complaint shall be accompanied by minutes of meetings and exhibits on which the complaining party wishes to rely.

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

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

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

The decision shall be in the form of an arbitration award, which must be reasoned.

The umpire shall make his award at the earliest possible opportunity.

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

18 Principal agreement

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

19 Collaboration agreement

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

20 Adoption of the collective agreement

New company members with different collective agreements, adoption agreements or local agreements shall be covered by the present collective agreement upon obtaining membership.

21 Commencement of the collective agreement

This collective agreement, which has been renewed by the settlement of 12 March 2014, shall take effect on 1 March 2014 and shall be binding on the organizations until terminated by either party pursuant to the rules in force from time to time for expiration on a 1 March, with 1 March 2017 as the earliest possible date.

[signed by Henrik Forchhammer]
3F København

[signed by Claus Borly]
**Danish Newspapers' and
Media Employers' Association**

Protocol on weekly days off

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

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

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

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

4 The employee shall not be entitled to wage compensation.

Protocol on priority right to vacant districts

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

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

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

Protocol on trading wages for time off

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

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

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

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

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

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

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

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

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

Protocol on changes to 24-hour rest periods

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

Protocol on training committees

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

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

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

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

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

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

Protocol on subscription delivery

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Protocol on the preparation of a recommended statement of employment particulars

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

Protocol on the translation of the collective agreement

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

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

Protocol on electronic documents

The parties agree that the collective agreement shall include the possibility that companies may effectively deliver holiday cards, pay slips and any other documents, which must be exchanged during or after ongoing employment relationships, via any available means of electronic mail delivery, for example e-box, or via e-mail.

If the companies want to avail themselves of this possibility, the employees shall receive three months' notice hereof, unless otherwise agreed. At the end of the notice period, employees who are unable to use the electronic solutions can receive the relevant documents by contacting the company. This does not apply to holiday cards, which are mailed electronically via e-Boks or other secure means of electronic mail delivery to all employees subject to due notification.

Protocol on certain committees

In connection with the closing of the collective bargaining on 27 June 2002, the organizations further agreed to set up a health and safety committee as well as a committee which shall be given the task of investigating persistent rumours about irregularities in relation to the tax legislation etc. in connection with the delivery of newspapers.

Codex for agreements with foreign employees

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

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

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

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

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

Protocol on a competence development fund

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

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

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

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

Protocol on an Information and Collaboration Fund

1 For the purpose of handling information and collaboration issues for the organisations, the employers will from 1 March 2014 pay DKK 0.05 per hour of work performed. The amount will be DKK 0.10 from 1 March 2015 and DKK 0.15 from 1 March 2016.

These contributions correspond to DKK 82.50, DKK 165.00 and DKK 247.50, respectively, per full-time employee per year.

The fund is managed by a board which is composed with equal representation and which has four members (two appointed by DMA and two appointed by 3F København). The office of chairman and deputy chairman, respectively, will rotate between the organisations at two-year intervals. Board resolutions require unanimity.

Collection and administrative tasks will be performed by Kompetencefonde.dk, unless otherwise agreed. The account is settled once a year, unless otherwise agreed.

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

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

Protocol on improved health checks in connection with night work

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

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

Protocol on social dumping

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

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

Such contacts shall result in an immediate meeting between the parties to the collective agreement. Representatives of the involved parties – including representatives of the unions – can participate in the meetings.

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

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

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

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

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

The Union shall agree to give at least 14 calendar days' notice of any strike action.

A copy shall be forwarded to the employers' association.

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

Protocol on sub-distributors

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