



NATIONAL AGREEMENT

2021/2023

Collective agreement
on food delivery work



Collective agreement on food delivery work

between

**DANSK
ERHVERV**

Arbejdsgiver

Danish Chamber of Commerce - Employers

and



**United Federation of Danish Workers (3F)
Transport Group**

2021 – 2023

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The English version is for guidance only.

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

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1. Scope of the collective agreement

1.1 This collective agreement applies to workers in enterprises which, for the account of a third party, deliver pre-prepared food, including food suitable for consumption after brief preparation, beverages and naturally associated products from restaurants, pizzerias, fast food chains, bakeries and other enterprises offering take-away meals. Delivery may be made by bicycle, scooter, moped, motorcycle, car or van weighing less than 2 tonnes and similar vehicles.

2. Wages

2.1 The guaranteed standard hourly wage is as follows:

1 March 2021	1 March 2022
DKK 124.20	DKK 127.35

The standard hourly wage for extra shifts is:

1 March 2021	1 March 2022
DKK 129.20	DKK 132.35

The guaranteed normal hourly rate includes payment for work on weekday holidays and payment for discretionary days of holiday.

2.2 The wage payable to workers under the age of 18 is to be the following percentages of the normal hourly wages for adult workers in force from time to time.

- Workers aged 17: 80%
- Others: 60%

The above percentages must be used as the basis for wages in connection with supplements laid down in a collective agreement.

2.3 Agreements on local wages may be made in individual enterprises; see Annex 2 (Protocol on local wages).

3. Working hours

3.1 The standard number of effective working hours is at least eight hours and up to 37 hours. In connection with shifts of more than five hours' duration, workers are entitled to a 30-minute unpaid break.

The times of the start and end of working hours are when the worker signs in and signs out respectively. However, no wages are payable for time during a shift when a worker is not available for performance of work.

3.2 Both full-time and part-time employment are possible.

The shifts of both full-time and part-time workers must last at least four hours.

Workers must be informed of work schedules for the next four weeks on an ongoing basis.

Additional shifts may be arranged. Such shifts must be of at least two hours' duration. Workers are not obliged to accept any additional shifts.

Varying weekly working hours are acceptable. The weekly number of varying working hours may not exceed 44 standard hours a week. Additional shifts must be included in the calculation of total standard hours.

The calculation period begins at the same time as the pay period and covers a three-month reference period determined by the employer. Workers must be informed of the reference period.

Workers are entitled to two days off each week.

3.3 Part-time workers are guaranteed at least 104 standard working hours over the reference period.

Full-time workers are guaranteed at least 481 hours over the reference period.

4. Letter of employment

4.1 Not later than on the second weekday of a worker's employment, the employer must inform the worker about the terms of employment in accordance with the duty of disclosure set out in the Danish Act on Employer's Obligation to Inform Employees of the Conditions Applicable to the Employment Relationship.

The parties to this agreement recommend the use of an employment contract approved by both parties.

Any dispute that may arise in relation to the duty of disclosure and employment contracts/letters of employment must be resolved in accordance with the rules on industrial dispute resolution that apply between the parties.

If a letter of employment has not been given to a worker within the time limits in force, no compensation can be claimed from an employer who meets the requirement not later than eight days after the worker concerned or his or her trade union has submitted a claim concerning failure to provide a letter of employment, unless the non-compliance with the provision on letters of employment is systematic.

5. Unsociable working hours

The following supplements to the standard hourly rates are payable to both part-time and full-time employees:

Working hours	1 March 2021	1 March 2022
All days of the week, 6am to 11 pm	DKK 10	DKK 10.16
All days of the week, 11pm to 6 am	DKK 20	DKK 20.32
Public holidays, midnight to midnight	DKK 20	DKK 20.32

The following days are public holidays:

New Year's Day (1 January), Maundy Thursday, Good Friday, Easter Sunday, Easter Monday, Great Prayer Day, Ascension Day, Whit Sunday, Whit Monday, 24 December, 25 December, 31 December.

6. Overtime

Working hours in excess of 37 hours a week on average over the reference period are considered to be overtime hours; see clause 3.2.

In addition, work requested after the end of a scheduled shift as well as work requested on days off is also considered to be overtime work.

Overtime work is payable by the following wage supplements:

A supplement of 50% on top of the standard hourly rate is payable for the first three hours of overtime work each day. For all other overtime hours, a supplement of 100% is payable on top of the standard hourly rate.

For overtime work on days off, payment for at least four hours is required.

Overtime work is calculated as periods of 15 minutes or fractions of 15 minutes.

No overtime is payable for deliveries started before the end of shifts if they do not exceed the end time by more than 15 minutes. Instead, the hourly rate rounded up to a full 15 minutes is payable.

7. Vehicle, transport boxes and smartphones/devices

The employer provides vehicles and transport boxes.

If the employer does not provide vehicles, the employer must pay the following supplements to the worker for the worker's use of his or her own vehicle.

- For cars and motorcycles: the mileage rates laid down by the Danish authorities.
- For mopeds, motor scooters, electric scooters, bicycles, etc: an hourly supplement of DKK 10.00.

The above rates for use of own vehicles are conditional upon the worker keeping the vehicle in a state of repair that complies with applicable legislation.

Workers must use a smartphone or device that is compatible with the employer's platform.

The employer must ensure that no monitoring or tracking of such smartphones or devices takes place outside working hours.

8. Special savings

As per 1 March 2021, workers earn 6% of the pay on which holiday entitlements are based as special savings. As from 1 March 2022, the rate will increase to 7%.

The amount includes holiday pay and holiday allowances.

At the end of the months of May and November, the balance is calculated and paid to the employee. When employment is terminated, the entire balance is payable.

Recently admitted enterprises that have not set up a special savings or similar scheme before entering into the agreement may be included in a gradual increase scheme; see Annex 14 (Protocol on newly admitted enterprises – pension and special savings).

Employees covered by the collective agreement may ask their employer to pay an additional employee contribution to the pension scheme on a regular basis, the contributions being taken from the special savings. Such a request, including a request to end/change the additional payment of employee contributions, may be made once a year with effect from 1 December.

Any administrative expenses associated with such requests are of no concern to the employee. The additional contribution(s) will exclusively be used to increase total savings.

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

9. Pay period and pay settlement

The pay period runs from the sixteenth day of one month to the fifteenth day of the next month. Alternatively, calendar months may be used.

The pay must be available to the employee not later than fifteen calendar days after the end of the pay period.

Standard hours, overtime supplements, hardship allowances and hours worked in extra shifts must be specified in payslips.

Payslips must be prepared using forms that state the employer's business registration number, name and address as well as the staff number and name of the employee plus the number of standard hours, additional hours, hours with hardship allowances and overtime hours worked.

The employee is entitled, on request, to inspect the pay specification with information about the start and end of working hours on each day in the pay period in question.

10. Workwear and protective equipment

The employer provides suitable workwear, a bicycle helmet and other personal protective equipment as set out in the Danish Health and Safety Act.

11.a Skills Development Fund

This collective agreement is linked to the Skills Development Fund for Transport and Warehouse Workers.

Enterprises covered by this collective agreement pay an annual contribution of DKK 780 to the fund for each full-time worker.

Detailed rules for skills development and training are set up in Annex 28 (Protocol on skills development and training) and Annex 29 (Protocol on the Skills Development Fund for Transport and Warehouse Workers).

11.b Development funds

11.b.1 Development and Cooperation Fund

The area that comes under the umbrella of this collective agreement is covered by the Development and Cooperation Fund for Transport and Warehouse Workers. Detailed rules about this are set out in Annex 30 (Development and Cooperation Fund for Transport and Warehouse Workers) and Annex 31 (Protocol on Contributions to the Development and Cooperation Fund for Transport and Warehouse Workers). A contribution of DKK 0.35 is payable to the fund for each working hour performed.

11.b.2 DA/LO Development Fund

Employers pay DKK 0.45 per working hour performed to the development fund set up by the main organisations (the Confederation of Danish Employers (DA) and the Confederation of Danish Trade Unions (LO)). As from 1 January 2022 the contribution is DKK 0.47 for each hour of work performed.

12. Notice periods

12.1 The employment relationship may be terminated by either party in the first 14 days with one day's notice.

After 14 days of employment, either party may terminate the employment relationship with a period of notice of one week with effect from the end of a working week.

After six months of employment, the employer may terminate the employment relationship with a period of notice of two weeks with effect from the end of a working week.

After 12 months of employment, the employer may terminate the employment relationship with a period of notice of three weeks with effect from the end of a working week.

12.2 Employees who are made redundant as a result of restructuring, company closure, downsizing or other factors relating to the enterprise enjoy the rights outlined below, depending on their seniority.

All employees are entitled to paid time off for up to two hours, which must be taken as soon as possible after the redundancy and with due consideration of the enterprise's production activities, so that they can seek guidance from their unemployment insurance fund/trade union.

Employees with at least twelve months' uninterrupted employment in the enterprise who have not completed an assessment of prior skills at the date when their employment ends are entitled to such assessment as set out in clause 4, A (b) of Annex 28 (Protocol on competence assessment and training). Employees are entitled to paid time off for up to one working day, including the two working hours mentioned above, if such time off is necessary to complete the assessment.

Employees with at least twelve months' uninterrupted employment in the enterprise are entitled to participate in a training programme of their own choice for up to two weeks in the period between the notice of termination and the last day of employment, provided that

- the employee chooses a training programme offered under the AMU, VFU or similar schemes for which public wage loss compensation is granted, and
- course participation takes place in the notice period.

On the same conditions, employees are entitled to participate in training programmes of up to two weeks' duration immediately following the original notice period. In such a scenario their notice period may be extended to include the training period, but only by two weeks and only provided that they can document that it is not possible to participate in the training programme in the original notice period. In return for this right, employees must notify the enterprise in writing as soon as possible and not later

than by the end of the first week after being made redundant whether they wish to make use of the right to training for up to two weeks.

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

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

12.4 Employees with three years' seniority in the enterprise cannot be made redundant in the period during which they are entitled to sick pay; see clause 15.3. This provision only applies if the intended redundancy was without fault on the part of the worker in question.

13. Severance pay

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

13.2 The provision in 13.1 does not apply if the employee in question has found other employment, receives a pension or for some other reason is not eligible for unemployment benefits at the time he or she leaves the enterprise. In addition, no severance pay is payable to employees employed on terms and conditions similar to those of salaried workers or employee otherwise entitled to severance pay, an extended notice period or similar special conditions that give them better rights than those provided by the general provision on notices set out in the collective agreement.

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

13.4 For part-time workers, the severance pay mentioned in 13.1 is payable proportionately.

13.5 The provision does not apply in connection with summary dismissal, no matter what specific terminology is used, as long as the employment relationship is disrupted in a way that can be characterised as being temporary. If an interruption of the

relationship that was temporary at first later on proves to be permanent, the enterprise's obligation under the provision applies again.

14. Annual leave and discretionary holidays

Reference is made to the Danish Holiday Act as regards matters relating to holidays.

The Danish Chamber of Commerce – Employers guarantees payment of accrued holiday pay; see Annex 20 (Agreement between organisations concerning holiday guarantee scheme).

Employees are entitled to five unpaid discretionary holidays in each calendar year, the pay being included in the standard hourly rates. If an employee is not employed for a full year, the discretionary holiday entitlement is calculated proportionately with five discretionary days of holiday set in proportion to 12 months' employment.

A change of jobs will not entitle employees to more than five discretionary holidays in a calendar year.

Discretionary holidays must be timed in accordance with the rules that also apply to the timing of residual holidays; see the Danish Holiday Act. However, discretionary days of holiday may not be requested to be taken in a notice period after the employer has laid the employee off.

15. Sickness and injury

15.1 The employer must pay full wages during sickness and in connection with injury to employees who have been employed in the enterprise for an uninterrupted period of at least six months. The employee must meet the conditions for being eligible for sick pay from the enterprise pursuant to the provisions of the Danish Act on Sickness Benefits.

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

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

15.3 The employer pays sick pay to employees for up to 70 days, counting from the first full day of absence. In the event of relapse in connection with the same disease within a period of 14 calendar days beginning with the first working day after the end of the preceding period of absence, the period during which the employer must pay is counted from the first day of the first period of absence.

15.4 Sick pay is the unemployment benefit to which the employee is entitled plus the difference up to full pay.

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

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

15.5 Holiday allowances based on sick pay are calculated as set out in the Danish Holiday Act.

If an agreement has been made in accordance with section 56 of the Danish Act on Sickness Benefits, the employer only pays sickness benefits in accordance with the provisions of the Danish Sickness Benefit Act, unless the employee's absence is due to a sickness other than that on which the section 56 agreement is based.

15.6 Sickness is deemed to rule out time off in lieu, provided that the employee reports sick before the start of normal working hours on the day on which the time in lieu would have been taken. If several days in lieu have been planned, the ruling out of time off in lieu also applies to sickness on the following days.

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

16. Maternity leave / paternity leave

16.1 The Danish Act on Maternity and Paternity Leave applies in connection with childbirth.

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

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

16.2 Full pay is payable on the same conditions for up to two weeks of ‘paternity leave’.

16.3 In addition, the employer pays full wages during up to 16 weeks of parental leave.

The amounts paid in those 16 weeks are equivalent to the wages the employee would have earned in the same period.

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

If leave earmarked for one parent is not taken, no payment will be made.

Payment for the remaining three weeks will go to one of the parents.

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

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

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

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

Note: During the 14 weeks of maternity leave, increased pension contributions are payable; see clause 21.3.

17. Children's sickness and childcare days

17.1 Employees with at least nine months' seniority in the enterprise are entitled to time off with pay if such time off is necessary to enable them to take care of their sick child/children under the age of 14 in the family home. The pay is equivalent to that payable during sickness; see clause 15.

Time off is only granted to one parent and only until another form of care has been arranged. Time off is only granted for a child's first full day of sickness. If a child becomes sick during the daily working hours of an employee and the employee has to leave the workplace because of such sickness, the employee is entitled to time off with pay in the remaining working hours of that day. The pay will be the same as the pay received in connection with sickness; see clause 15. The employer is entitled to demand documentation, for example in the form of a solemn declaration.

17.2 Employees are also entitled to time off without pay on a child's second day of sickness and time off to take the child to see a doctor. Employees are eligible for payment from their special savings (see clause 8) to cover such time off.

17.3 Employees who are entitled to time off on a child's first day of sickness are also entitled to two childcare days in each calendar year, no matter how many children they have. This right applies to children under the age of 14.

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

Childcare days are taken without pay, but the employee may receive an amount from special savings; see clause 8.

18. Children's sickness/hospitalisation

Employees who have been employed in the enterprise for nine consecutive months are granted time off when they are admitted to hospital together with a child under the age of 14. This also applies in connection with full or partial hospitalisation at home.

Only one parent who has custody of the child is entitled to such time off, and the right to time off only covers a total period of one week per child within a twelve-month period.

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

The wages payable during absence are the same as the wages payable during absence due to sickness; see clause 15.

If the employee is eligible for unemployment benefits, the enterprise will assume that right.

19. Main Agreement

The Main Agreement between the Confederation of Danish Trade Unions (LO) and the Confederation of Danish Employers (DA) as well as the most recently adopted standard for industrial dispute resolution apply.

20. Shop stewards

The provisions on shop stewards in the Collective Agreement for Warehouse Workers between the 3F Transport Group and the Danish Chamber of Commerce – Employers apply. The provisions on shop stewards are set out in Annex 3 (Protocol on shop stewards).

21. Pension

21.1 After 12 months' employment in the enterprise, employees aged 22 or more are covered by a pension scheme managed by PensionDanmark.

The seniority requirement does not apply if the employee is already covered by a labour market pension or has worked for at least two months over the preceding two years on terms and conditions set out in a collective agreement to which 3F was a party.

It may be agreed in writing at the time of the signing of the employment contract at the latest that in the first nine months the total pension contributions payable by the employer and the employee may be saved and registered on the payslip without any payments being made to PensionDanmark. Not later than one month before the expiry of that period, the employee must notify the employer in writing if he or she wants to be paid the amount thus saved. If no such notification is given, the pension scheme will start automatically and the amount already saved will be paid to PensionDanmark.

If the employee leaves the employment before the end of the nine months, the pension contribution saved will be paid out together with the last wage payment.

Once the pension scheme is fully phased in, the contribution payable is a certain percentage of the taxable income:

Employer contribution	Employee contribution	Total pension contribution
8.0%	4.0%	12.0%

21.2 Employees who have reached their retirement age may choose whether to continue their pension savings or to have the contributions paid out as wages.

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

Pension contributions:

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

21.4 Employees who decide to leave Denmark may have their pension savings paid out if they have submitted an application to the pension fund.

21.5 Newly admitted members of the Danish Chamber of Commerce – Employers who have not joined a pension scheme for employees covered by the collective agreement between the Chamber of Commerce – Employers and the 3F Transport Group before becoming members or who have a pension plan that requires lower pension contributions may demand that their contribution to PensionDanmark be fixed in accordance with the gradual increase scheme described in Annex 14 (Protocol on newly admitted enterprises – pension and special savings).

22. Scheme for older employees

Employees can enter into an agreement with the employer concerning a scheme for older employees to apply up to five years before the official retirement age applying to the employee from time to time; see Annex 4 (Protocol on older employees).

23. Industrial disputes

Any industrial disputes that may arise must be resolved in accordance with Annex 11 (Protocol on the resolution of industrial disputes between the Danish Chamber of Commerce – Employers and the United Federation of Danish Workers (3F)).

24. Newly admitted enterprises

24.1 Enterprises which through their membership of the Danish Chamber of Commerce – Employers are covered by a collective agreement with the 3F Transport Group or one of 3F's branches in the fields of work that come under the umbrella of the Collective Agreement on Food Delivery Work, be it a special collective agreement, an adhesion agreement or a local agreement, are covered by the Collective Agreement on Food Delivery Work from the date of admission without any special notice of termination being required.

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

24.3 Enterprises covered by the scope of the collective agreement which at the start of their membership of the Danish Chamber of Commerce – Employers had not signed a collective agreement or a local agreement with the 3F Transport Group or a local branch of 3F are covered by the Collective Agreement on Food Delivery Work from the time of admission.

24.4 Enterprises whose structure, production and work methods differ materially from the structure, production and methods of other enterprises covered by the Collective Agreement on Food Delivery Work fall outside the scope of this clause.

24.5 As regards enterprises which were members of the Chamber of Commerce – Employers on 1 March 2021 reference is made to Annex 1 (Protocol on transition to the Collective Agreement on Food Delivery Work).

25. Term of the agreement

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

Copenhagen, 26 January 2021

For the 3F Transport Group

Kim René Busch

**For the Danish Chamber of Commerce –
Employers**

Morten Schønning Madsen

Annexes to the agreement

Annex 1: Protocol on transition to the Collective Agreement on Food Delivery Work

The undersigned parties have agreed as follows:

1. Current members of the Danish Chamber of Commerce – Employers who are covered by an enterprise agreement or an adhesion agreement with special conditions entered into with 3F or a 3F branch may be covered by the Collective Agreement on Food Delivery Work provided the parties agree to it.
2. Enterprises that have been admitted as members of the Danish Chamber of Commerce – Employers on or before 1 March 2021 are not directly covered by the Collective Agreement on Food Delivery Work, except in the situation outlined in point 1 above. According to the general rules on industrial dispute resolution, the 3F Transport Group may demand that the Collective Agreement on Food Delivery Work also apply to an enterprise covered by point 2, para 1. Consequently, an enterprise is not obliged to sign a collective agreement, but 3F is entitled to initiate industrial action with a view to having a collective agreement signed, provided that the general rules on industrial dispute resolution, including the provisions of the Main Agreement, are observed.
3. Enterprises admitted as members of the Danish Chamber of Commerce – Employers after 1 March 2021 are covered by the Collective Agreement on Food Delivery Work in pursuance of the provisions on newly admitted members; see clause 24.

Annex 2: Protocol on local wages

Agreements on local wages may be made in an enterprise.

a. Hourly rate, local wages

Local wages may be up to the following amounts per hour:

1 March 2021
DKK 2.00

1 March 2022
DKK 2.50

In enterprises operating a system of local wages, the standard hourly rate set out in clause 2.1 is reduced by a corresponding amount. The basis for calculation of overtime rates remains the standard hourly rate mentioned in clause 2.1.

For the area of work covered by the collective agreement, local wages can be provided to all employees, groups of employees or individual employees.

Agreements may be made between the shop steward and the management of the enterprise. If no shop steward has been elected, an agreement can be made with the local branch of 3F. If an agreement has been made with a shop steward and there is no shop steward at a given time, the local 3F branch is subrogated as a party to the agreement.

b. Annual statement and payment

At the end of a year covered by the collective agreement or at the expiry of the collective agreement, the employer prepares a statement that sets out the size of local wages and the total local wages paid to employees who have been paid local wages in the year in question.

If the local wages have not been fully paid at the date of the statement, the remaining amount is distributed between the employees who were covered by the local wage scheme on 1 March of the year in question. The distribution is made proportionally on the basis of wage hours worked individually in the preceding agreement year, unless otherwise agreed locally. Payment of any remaining amounts is made in connection with the first pay period after 1 March unless otherwise agreed locally.

If the shop steward asks for documentary evidence of wages having been paid as agreed, the employer must provide such documentation.

c. Termination of local wage agreement

A local agreement may be terminated with at least six months' notice with effect from the end of a pay period.

Annex 3: Protocol on shop stewards

3.1 Where are shop stewards elected?

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

3.2 Who can be elected shop steward?

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

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

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

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

3.3 Election of shop steward

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

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

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

3.4 Substitute for shop steward

If a shop steward is absent due to sickness, holiday, participation in a training programme or similar, a substitute may be appointed in agreement with the employer. In the period during which such a substitute works as shop steward, he or she enjoys the same protection as the elected shop steward if he or she meets the conditions for being elected shop steward set out in clause 3.2.

3.5 Joint shop steward

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

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

3.6 Other options for election

If there is local agreement about it, elections of one or more shop stewards other than those mentioned in 3.1, 3.3, 3.4 and 3.5 may be agreed.

3.7 Cooperation and responsibilities

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

The shop steward represents all workers in the enterprise or the division who come under the umbrella of this collective agreement. In connection with local negotiations and the conclusion of local agreements, both the shop steward and management must be authorised to enter into binding agreements for all workers.

However, only the shop steward is entitled to present proposals, recommendations and complaints to management.

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

3.8 Spokesperson

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

3.9 Responsibilities during working hours

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

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

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

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

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

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

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

3.10 Remuneration and fees

(A) Remuneration

If notification has been given as set out in 3.9 para A, or if management requests the attendance of the shop steward during working hours regarding matters relating to the enterprise and the workers, the shop steward must be paid his or her average earnings over the preceding quarter of the year for the time spent on such matters.

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

The guidelines for works councils apply to works council meetings.

Para B Fees

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

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

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

The fee payable is as follows:

- with an electorate of up to and including 49 workers: DKK 9,000 annually;
- with an electorate of 50-99 workers: DKK 16,500 annually;
- with an electorate of 100 people or more: DKK 33,000 annually

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

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

3.11 Chair of local union club

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

3.12 Dismissal of shop steward

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

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

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

3.13 Dismissal procedure

If an employer finds there are compelling reasons as set out in clause 3.12 to dismiss a shop steward elected in accordance with the provisions of clauses 3.1 to 3.3, the employer must contact the Danish Chamber of Commerce – Employers, who can then take up the matter in accordance with the rules on industrial dispute resolution.

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

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

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

3.14 Notice of termination after resigning position

A shop steward who ceases to hold that position after having held it for at least one year and who remains employed in the enterprise is entitled to a period of notice of eight weeks over and above the notice set out in clause 12 for a period of twelve months after his or her resignation from the position of shop steward.

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

3.15 Updating of skills of resigned shop stewards

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

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

In connection with updating of skills it is possible to obtain financial support from the Skills Development Fund for Transport and Warehouse Workers (TLK) in line with the support available in connection with agreed training; see Annex 28, clause 4(C).

3.16 Health and safety representatives

(A) Protection

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

(B) Duties

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

Together with management and the shop steward, the health and safety representative ensures that strategic jobs are carried out under the auspices of the health and safety organisation, or a special cooperation forum. The health and safety representative must be pivotal in systematic health and safety work relating to the development of workplace assessments (APV). It is a shared responsibility that sickness absence is included in the workplace assessment work. In this context the health and safety representative must discuss health and safety against the backdrop of existing relevant statistical material.

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

(C) Participation in relevant health and safety training

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

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

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

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

(D) Access to IT facilities

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

(E) Time for the performance of duties

The health and safety representative must be given the time needed to perform his or her duties to an extent that is reasonable in relation to the nature of the activity in

question and the associated health and safety standard. However, such time must be organised in such a way as to cause a minimum of disturbance to the representative's productive work.

This means that the health and safety representative must be given time off to perform his or her duties in accordance with the health and safety rules and regulations, including participation in meetings and training activities.

3.17 European works councils

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

Annex 4. Protocol on senior worker scheme

Employees may choose to enrol in a senior worker scheme up to 5 years before they reach the retirement age in force from time to time.

As a member of the senior worker scheme an employee may choose to use his or her contributions to special savings to fund senior worker days off.

If an employee wishes to take additional senior worker days off, he or she can do so by converting all or part of the pension contribution to senior worker days off; see clause 21.

After conversion of a proportion of pension contributions, the remaining amount must be sufficient to cover continuing contributions to the insurance scheme, the health plan and administration.

Converted pension contributions are paid into the employee's special savings account.

The enrolment of an employee in the scheme for older workers does not change the calculation basis set out in an applicable collective agreement and is thus cost-neutral to the enterprise.

By 1 November at the latest the employee must notify the employer in writing whether he or she wishes to be enrolled in a senior worker scheme in the following calendar year and, if so, how large a proportion of the special savings and the converted pension contribution he or she wishes to set aside as savings. In addition, the employee must state how many senior worker days off he or she wishes to take in the following calendar year. However, before 1 November each year the employee can notify the employer of any changes requested for the forthcoming calendar year.

In the first year of the senior workers scheme the conversion is effective from the pay period in which the employee is five years from the retirement age in force from time to time.

The maximum number of senior worker days off in a calendar year is 32 irrespective of whether funding is through special savings or conversion of pension funds, and increased flexibility in the scheme must be cost-neutral for the employer.

The timing of the senior worker days off must take the operational activities of the enterprise into account.

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

Annex 5. Protocol on access to payroll information

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

5.2 In the event that a shop steward solemnly declares himself or herself to have information that gives reason to believe that wage dumping takes place in relation to an individual employee or a specifically delimited group of employees in the enterprise, the shop steward is entitled to be given access to the information needed to assess whether wage dumping takes place; see however clause 5.4.

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

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

5.3 If the demand concerns an individual employee, the consent of that employee is required. Payslips will be handed over without consent, provided that anonymity is ensured.

5.4 If there is disagreement in a member enterprise concerning the submission of information or if the 3F Transport Group has filed a request for submission of information with the Danish Chamber of Commerce – Employers, a meeting of

organisations must be held immediately at the request of the 3F Transport Group with a view to discussing the matter, including the information to be submitted.

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

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

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

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

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

Annex 6. Protocol on the transfer of seniority from temporary staff agency to user enterprise

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

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

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

- The agency worker is employed by the user enterprise in direct continuation of the agency work.

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

Annex 7. Protocol on subcontractors and agency workers

7.1 Enterprises not covered by a collective agreement

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

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

7.2 Membership of the Danish Chamber of Commerce – Employers

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

7.3 Agency workers

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

If an agency providing agency workers to an enterprise that is a member of the Danish Chamber of Commerce – Employers is affected by lawfully called or initiated industrial action in support of a demand for a collective agreement and lawful

secondary action against a member enterprise has been called, either party to the collective agreement may request a meeting similar to that described in clause 7.1.

The purpose of the meeting should be to achieve a negotiated solution in order to avoid collective action. In such a scenario the agency may be admitted as a member of the Danish Chamber of Commerce – Employers and be covered by the collective agreement even though industrial action has been notified or initiated.

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

In order to quickly determine whether agency work is carried out in specific cases, the shop steward in the user enterprise may request information from the user enterprise concerning external enterprises carrying out work for the user enterprise of a nature that could otherwise logically be carried out by the user enterprise's own employees.

The request must be related to one or more external enterprises working for the user enterprise.

If the parties still disagree as to whether the work is agency work after they have exchanged information locally and have discussed the matter, the 3F Transport Group may ask the Danish Chamber of Commerce – Employers to arrange a clarifying meeting. Minutes of the local discussions must be forwarded together with the request for such a meeting.

The 3F Transport Group may also request a clarifying meeting to be organised by the Danish Chamber of Commerce – Employers in the event that no local discussion of an external enterprise's work for the user enterprise has been possible because no shop steward had been elected in the user enterprise.

A clarifying meeting must be held as soon as possible and not later than seven working days after receipt of the request by the Danish Chamber of Commerce – Employers. The meeting must be held at the offices of the user enterprise unless otherwise agreed by the parties.

As a minimum, the following information must be provided:

- the name and the business registration number (P number) or RUT number of the external enterprise;
- the name of the user enterprise's contact in the external enterprise;
- a specification of the jobs performed by the external enterprise in the user enterprise and the anticipated time schedule for their execution;
- a description of management and instruction powers in relation to the employees of the external enterprise.

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

Annex 8. Protocol on agency workers from agencies covered by a collective agreement

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

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

Annex 9. Protocol on guidelines for time off in lieu in connection with overtime work

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

1. An agreement concerning time off in lieu related to overtime work can be made in individual enterprises with a local agreement with employees.
2. Agreements concerning time off in lieu for overtime work must respect all applicable health and safety rules and regulations concerning rest time and a weekly day off, as well as the rules laid down in collective agreements concerning notification and payment of overtime work.
3. Such agreements must clearly set out specific rules concerning the taking of time off in lieu, including:

- a.** whether the time off in lieu covers all overtime work or only overtime work over and above a certain specified maximum limit, including whether time off in lieu may only be taken if it comprises one or more full days off;
- b.** whether the time off in lieu must be taken within a specified period of time;
- c.** whether the time off in lieu is to be taken in accordance with a pre-scheduled plan or by agreement between the employee in question and the supervisory management;
- d.** whether the time off in lieu is to be taken on 1:1 basis for each hour of overtime worked or on the basis of 1.5 hours for each overtime hour worked with a supplement of 50% or two hours for each overtime hour worked with a supplement of 100%.

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

If time off in lieu is given for a corresponding number of hours plus 50% or 100%, both the accrued overtime supplements and the wages earned for overtime work must be set aside and paid for the pay period in which time off in lieu is taken.

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

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

Annex 10. Protocol on guidelines for division of work

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

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

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

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

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

Annex 11. Protocol on the resolution of industrial disputes between the Danish Chamber of Commerce – Employers and 3F

11.1 Local negotiation

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

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

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

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

If the parties agree, mediation as set out in clause 11.2 below may be initiated without prior negotiation.

11.2 Mediation meeting

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

If local negotiations have been conducted as set out in 11.1 above, the minutes of those negotiations must be enclosed.

If requested by one of the parties or if it is important in relation to the clarification of the matter, the mediation meeting must be held in the enterprise where the dispute arose.

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

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

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

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

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

11.3 Industrial arbitration

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

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

This time limit may be deviated from by agreement.

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

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

The arbitral tribunal has five members:

one presiding arbitrator and two representatives of each of the parties.

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

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

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

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

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

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

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

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

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

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

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

If an organisation invokes delay as regards the statement of claim in industrial arbitration, the opposing party must be notified of such delay as soon as possible and not later than noon on the working day before the hearing.

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

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

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

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

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

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

Organisation committee

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

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

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

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

Annex 12. Agreement on social responsibility

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

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

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

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

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

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

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

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

The parties will support activities aiming at ensuring a composition of employees in member enterprises that reflects society at large in terms of age, gender, ethnic origin, etc.

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

Annex 13. Protocol on policy for older workers

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

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

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

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

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

Annex 14. Protocol on newly admitted enterprises – pension and special savings

Enterprise pension plan

Newly admitted members of the Danish Chamber of Commerce – Employers or one of its member associations who prior to becoming members have set up an enterprise pension plan for workers in the field of work covered by the Collective Agreement on Food Delivery Work may request that their existing enterprise pension plan for the workers employed at the time when the enterprise became a member is used instead of payment to PensionDanmark as set out in clause 21. A protocol for the continuation of the enterprise pension plan must be made between the Danish Chamber of Commerce – Employers and the 3F Transport Group as soon as possible after request, where appropriate in connection with alignment negotiations.

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

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

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

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

Gradual increase scheme

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

Enterprises without a pension plan on commencement of their membership

From the commencement of the enterprise's membership of the Danish Chamber of Commerce – Employers or one of its member associations, the employer contribution and the employee contribution must each be at least 25% of the contributions set out in the collective agreement.

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

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

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

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

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

Special savings

1. Newly admitted members of the Danish Chamber of Commerce – Employers who have not set up a special savings scheme or a similar scheme, or who have a special savings scheme or similar scheme requiring lower contributions, may be included in the special savings scheme under the collective agreement in accordance with the provisions outlined below. Enterprises which on commencement of their membership have a special savings scheme or a similar scheme requiring the same contributions as those set out in clause 8 are not covered by points 2 to 4 below.
2. Enterprises may deduct the contributions to special savings in force at the date when they become members (see clause 8) from wages (see clause 2), less 4.0 percentage points.

3. From the date when the membership commences, enterprises have an obligation to pay contributions to special savings under clause 8 with a deduction of 4.0 percentage points, as well as contributions in accordance with the gradual increase scheme outlined below. If an enterprise does not wish to apply the gradual increase scheme, the full contribution under clause 8 is payable.
4. As regards the 4.0 percentage points, new members of the Danish Chamber of Commerce – Employers may request gradual increase as follows:
 - from the start of the enterprise’s membership of the Danish Chamber of Commerce – Employers, the enterprise will pay 1%;
 - one year later contributions will amount to 2%;
 - two years later contributions will amount to 3%;
 - three years later contributions will amount to 4%.
5. Any special savings scheme or similar scheme that existed at the time when membership commenced will lapse and be replaced by the special savings set out in the collective agreement.

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

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

Logging of gradual increase schemes

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

Annex 15. Protocol on holidays

15.1 New Holiday Act – deviations

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

15.2 Industrial dispute resolution

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

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

15.3 Transfer of holiday

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

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

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

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

15.4 Full-week holidays

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

15.5 Holiday taken as individual hours

It may be agreed in writing locally that holidays are taken as individual hours.

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

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

15.6 Reporting fit for work in connection with collective holiday closure

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

15.7 Payment

a. Holiday allowance for the full length of the holiday is payable in connection with the first payment of wages after the enterprise has received the employee's request for payment from Feriepengeinfo, but not more than one month before the holiday is taken.

b. Holiday supplements payable to employees who receive wages during holidays may be paid before the holiday is taken. In such a scenario, the amount may be required to be offset on resignation to the extent that holiday supplements have been paid for holidays that have not been taken.

15.8 Guarantee

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

Annex A. Agreement on the transfer of holidays

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

Employer

Employee

1. Transferred holiday

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

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

2. Agreements on the timing of holidays

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

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

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

From _____/_____20__ to ____/20_____ (both days included).

From _____/_____20__ to ____/20_____ (both days included).

Other/additional agreement:

3. Other provisions

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

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

3.3 If an agreement has been made concerning the taking of transferred holidays, such an agreement can only be changed by means of a new agreement.

3.4 By 31 December (until 1 January 2021: by 30 September after the end of the holiday year) the employer must send written notification to the party who is to pay the holiday allowance for the holidays transferred stating that the holidays have been transferred. This may be done by sending a copy of this agreement.

Date: _____

Signature, employer

Signature, employee

Annex B. Examples of holiday transfer

Holiday period 0

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

Holiday period 1

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

Holiday period 2

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

Holiday period 3

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

Annex 16. Protocol on general guidelines for pilot schemes

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

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

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

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

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

Annex 17. Protocol on the implementation of the directive on fixed-term work

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

The parties agree that

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

17.1 Objective

The objective of the agreement is

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

17.2 Scope of application

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

The agreement does not apply to

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

17.3 Definitions

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

- **Fixed-term worker**

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

- **Comparable permanent worker**

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

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

17.4 Principle of non-discriminatory treatment

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

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

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

17.5 Provisions on misuse

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

17.6 Information and job opportunities

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

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

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

17.7 Information and consultation

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

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

17.8 Industrial dispute resolution

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

17.9 Concluding remarks

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

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

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

In the event of termination of the agreement, the parties must comply with the provisions regarding implementation of Council Directive 99/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP, until another collective agreement replaces it or the directive is amended.

The parties agree that industrial action is not allowed during the term of this implementation agreement.

Annex 18. Protocol on implementation of the Equal Pay Act, etc

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

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

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

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

18.1.1a.1 Direct discrimination occurs when a person because of his or her gender is given less favourable treatment than another person is given or would be given in a similar situation. Any form of inferior treatment of a woman in connection with pregnancy and during her 14 weeks of absence after childbirth is deemed to be direct discrimination.

18.1.1a.2 Indirect discrimination occurs when a provision, criterion or practice that is seemingly neutral would place people of one gender in a position inferior to that of people of the other gender, unless the provision, criterion or practice is objectively based on a pertinent purpose and the means to achieve that purpose are appropriate and necessary.

18.1.1a.3 Wages are the ordinary basic or minimum wages and all other payments that an employee receives directly or indirectly from the employer in connection with the employment relationship and which are paid in money or in kind.

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

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

18.2.2a A wage earner is entitled to disclose information about his or her own pay. Information may be disclosed to anybody.

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

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

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

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

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

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

18.4.4 The employer's obligation to prepare gender-specific pay statistics under clause 18.4.1 lapses if the employer enters into an agreement with the employees in the enterprise requiring the preparation of a report. The report must contain a description of the terms and conditions that are relevant to the payment of men and women in the enterprise and of specific action-oriented initiatives of a duration of up to three years, as well as the detailed follow-up on them in the period covered by the report. The report must cover all employees in the enterprise and must be treated in accordance with the provisions set out in the Collaboration Agreement. The report must be prepared by the end of the calendar year in which the duty to prepare gender-specific pay statistics applied.

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

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

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

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

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

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

Annex 19. Protocol on pension for persons employed in flexible jobs

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

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

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

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

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

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

Annex 20. Organisation agreement on holiday guarantee scheme

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

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

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

20.3 Casual workers or workers who have been employed several times on a short-term basis with the same employer are covered by clauses 20.4 and 20.5.

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

20.5 Employees are entitled to holiday allowance during absence due to sickness (see clause 20.9), provided they can prove that they have worked for the employer for at least 1,864 hours over the past 24 months.

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

For employees under 18 the calculation basis is as follows:

- 17-year-olds 80%
- Others 60%

of the rates set out above.

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

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

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

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

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

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

unless otherwise provided in another collective agreement.

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

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

Annex 21. Protocol on night work and health checks

Night work

Night workers are employees who in the period between 10pm and 5am

- normally work at least three of their daily working hours in the night period, or
- perform at least 300 of their annual working hours in the night period.

Frequency

Employees must be offered a free health check before they start as night workers.

The parties also agree that workers who are classified as night workers according to the agreement must be offered health checks within regular periods of not more than two years.

When must health checks be carried out?

The parties agree that if health checks take place outside the normal working hours of the employee in question, the employer must pay compensation.

Model for health check procedure

Health checks must be performed by a physician familiar with the correlation between night work and health issues.

Health checks must be carried out in the following way:

1. The worker is given a physical health check.
2. Based on the health check and a dialogue with the worker, the physician prepares an overall conclusion regarding the worker.
3. The data disclosed in connection with a health check remains confidential and belongs to the worker alone. The data may not be disclosed to the employer unless the employee takes the initiative to do so.

Report to the safety committee in large enterprises

It is the opinion of the parties that it would be logical for the safety committee in the enterprise on its own initiative to monitor whether health checks are carried out in compliance with applicable rules.

Annex 22. Protocol on electronic documents

It will be possible for enterprises with discharging effect to submit payslips and possibly other documents to be exchanged during or after the employment relationship by means of the electronic mail systems available, for example e-boks or email.

Enterprises wishing to make use of use this option must notify employees three months in advance unless otherwise agreed. After the expiry of the notice period, employees who are unable to use the electronic systems may contact the enterprise to have the documents in question provided to them.

Annex 23. Organisation agreement on the management of cases concerning lack of payment and reporting of pension contributions

In order to streamline the procedures for the management of cases concerning lack of reporting and failure to pay pension contributions by enterprises is covered by collective agreements signed by the 3F Transport Group and the Danish Chamber of Commerce – Employers, the parties below have entered into the following agreement:

Management of cases in PensionDanmark

Before a case is submitted to the organisations, PensionDanmark sends two reminders to the enterprise.

- If the enterprise has not reported or paid pension contributions by the 10th of the month at the latest, the first reminder is sent on the 17th day of the month, setting a deadline of three days for payment.
- The second reminder is sent on the 26th day of the month giving a new deadline of three days if the enterprise still has not paid pension contributions or has stated that it has no employees.

If the enterprise pays the pension contributions owed or reports that it has new employees within the deadline stated, PensionDanmark closes the case.

Otherwise the matter will be handed over to the organisations for further case processing.

Management of cases in the organisations

The Danish Chamber of Commerce – Employees receives a request from the 3F Transport Group stating which enterprises should be subjected to case processing, and at the same time a meeting of organisations is agreed by the parties.

The Danish Chamber of Commerce – Employers informs the enterprise in writing about the case in question, and the enterprise is requested to pay the unpaid pension contributions within 14 days or – if the enterprise has no employees – to report that it has no employees.

If the enterprise pays pension contributions owed or reports that it has no employees before the meeting of organisations, the case will be closed and nothing further will be done.

If, despite a repeated request from the Danish Chamber of Commerce – Employers, the enterprise does not pay the pension contributions owed or report that it has no employees, the case will be considered at the meeting of organisations agreed.

Payment of penalty

At the meeting of organisations, the enterprise will be requested to pay the amount owing.

In addition, the enterprise will be requested to pay a penalty which, if it is the first such penalty, will total 17% of the amount owing, however with a minimum of DKK 1000.

Annex 24. Organisation agreement on cooperation in enterprises of all sizes

The parties recognise that enterprises will be facing dramatic changes in connection with the green transition, a changing labour market with new technologies ranging from self-driving trucks to automated warehouses and a job market characterised by later retirement.

The many new challenges entail a greater need for cooperation at all levels between managers and employees and in all types of enterprises. The parties agree that it is best to involve employees in maintaining and developing enterprises' adaptability and innovative abilities, one approach being to discuss the need for new skills and ongoing upskilling. The introduction of new technology requires increased focus on continuing education and training and on capacity for change.

In future the role of health and safety representatives will become increasingly important in joint efforts to ensure high health and safety standards and productive enterprises. The parties agree that health and safety representatives must be at the centre of systematic health and safety work, including the determination of goals, workplace assessments and the prevention of accidents.

One responsibility of health and safety representatives will be to raise the awareness of colleagues and management of health and safety at work. It is key that health and safety representatives in collaboration with management and shop stewards maintain a special focus on strategic assignments performed under the umbrella of the health and safety organisation, works councils or other collaborative forums.

Later retirement from the labour market will increase the need to continuously create the best possible framework for high health and safety standards, which should be ensured by involving the health and safety representatives. The parties agree that good health and safety standards at work are conducive to high productivity and a sound economy.

In order to prepare enterprises for tapping the potential provided by the green transition, including the potential offered by green transition in the global market, it is increasingly necessary for employees constantly to be abreast of health and safety challenges presented by new work assignments. The use and development of new technology is crucial for enterprises' competitiveness, for employment, for health and safety at work and for the well-being of workers. The health and safety representative is therefore an important ambassador in terms of involving workers in the radical transformation needed to achieve new ambitious climate goals.

In small enterprises without any elected employee representatives such as health and safety representatives or shop stewards it will be logical to use the annual health and safety meeting between management and employees to discuss the health and safety challenges cited above and in continuation of this to determine how collaboration should take place in the forthcoming year.

In enterprises with elected employee representatives such as health and safety representatives or shop stewards, but without a health and safety committee and a works council it will be natural to have discussions between management and employee representatives at dedicated meetings, and committees or working groups on specific themes may also be set up.

Given the specific work routines applying to the areas covered by the collective agreement, the parties agree to recommend that in enterprises with health and safety representatives or shop stewards but without health and safety committees and works councils, actual forums for dialogue between management, health and safety representatives and shop stewards be established. Enterprises needing help to set up a dialogue forum may obtain such help from the organisations.

In enterprises with a health and safety committee or a works council it will be natural that management and employee representatives discuss the basis for good health and safety standards on a regular basis, including in relation to green transformation, new technologies and later retirement from the labour market. The parties agree that it is important to involve health and safety representatives in such matters.

Annex 25. Organisation agreement on pension plan costs

The parties to this agreement, who have a shared interest in keeping the costs of pension plans at a suitably low level, monitor the cost levels of enterprise pension plans in the areas covered by the collective agreement.

Once a year, generally in May, the 3F Transport Group and the Danish Chamber of Commerce – Employers hold a cost meeting at which the parties exchange information.

The parties to the collective agreement will endeavour to develop a model for the provision of shared data that will give the parties a basis for assessment of whether the costs of specific plans deviate substantially from the general cost level of providers of occupational pension plans.

If it is noted at the meeting that one or more plans give reason to assume that the associated costs deviate substantially from the general cost level of providers of occupational pension plans, the Danish Chamber of Commerce – Employers will contact the enterprise and/or the provider of the pension plan in order to receive their comments within a month from the meeting so that the parties to the agreement can review them.

If the parties then agree that the cost level is substantially above an acceptable cost level offered by providers of occupational pension plans, the enterprise will be given a time limit of one month to notify whether:

- the enterprise will reduce costs within six full months to an agreed lower, appropriate level, and whether documentation of this will be sent to the parties within the deadline, or
- the plan has been terminated with the discharge notice applying to it (documentation to be enclosed) so that payment will subsequently be made to the pension plan set out in the collective agreement or some other occupational pension plan; see the provisions on change of pension provider.

If an enterprise does not contribute to clarifying the matter despite having been reminded to do so, or if it fails to take one of the measures listed above, the parties will deprive the enterprise of the possibility of using an occupational pension plan for employees covered by the collective agreement in a period of three years. A period of notice of three full months must be given.

If the parties failed to reach agreement at the meeting as to whether the cost level of a specific occupational pension plan is acceptable or will be reduced to an acceptable level, the matter must be submitted for dispute resolution in accordance with the provisions of the collective agreement.

This is a pilot scheme that will be in operation in the collective agreement period from 2020 to 2023. If the parties agree at the end of this period, the scheme may continue, if appropriate with changes agreed upon by the parties. Otherwise the organisation agreement will lapse.

Annex 26. Organisation agreement on data protection

The parties agree that clauses in collective agreements and the associated case processing must be interpreted and processed in conformity with the General Data Protection Regulation (EU) 2016/679, which entered into force in Denmark on 25 May 2018.

The parties agree that the implementation of the General Data Protection Regulation must ensure that the current practice of collecting, storing, processing and disseminating personal data in accordance with employment and labour law rules and regulations can continue.

This organisation agreement applies to all collective agreements made between the parties.

Annex 27. Procedure for industrial dispute resolution in cases concerning harassment, bullying and other offensive actions

The parties have a common interest in ensuring that matters concerning harassment, bullying and other offensive actions are dealt with as quickly as possible with maximum respect for the local parties involved.

The parties have therefore agreed to set up a committee for the term of the collective agreement to examine the industrial dispute resolution procedures and where appropriate suggest new approaches to resolving conflicts in matters of this nature.

The work of the committee will be based on experience already gained in relation to other collective agreements applying to organisations that are members of the Confederation of Danish Employers (DA).

Annex 28. Protocol on skills development and training

28.1 Strengthening of training activities in the enterprise

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

In order to promote such cooperation, the parties have set up the Skills Development Fund for Transport and Warehousing; see Annex 29 (Protocol on the Skills Development Fund for Transport and Warehousing).

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

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

28.2 Local cooperation

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

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

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

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

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

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

28.3 Definition of standard wage according to collective agreements

Clause 28.4 explains when an employee is entitled to time off with standard wages as laid down in the collective agreement. According to clause 28.4(D), the maximum rate is up to 85% of the standard wage laid down in the collective agreement.

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

28.4 Employee rights and obligations with regard to training

(A). Assessment of prior learning

All employees are entitled to time off with their usual wages as laid down in the collective agreement (see clause 28.3) to participate in assessment of their prior learning in relation to a relevant vocational training programme.

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

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

Employees are entitled to have an assessment of prior learning made in accordance with (A) within six months after a request for such assessment has been made in writing to the employer.

The employer may make it a condition that the associated expenses are paid by the Fund and possibly also through loss of earnings compensation (for example VEU compensation); see clause 28.6.

(B). General basic upgrading of skills and screening

All employees are entitled to time off with standard wages as per the collective agreement (see clause 28.3) for participation in general basic upgrading of their skills in the form of preparatory adult education and training (FVU), dyslexia courses and courses in Danish as a second language.

In addition, employees are entitled to up to 4 hours off for participation in guidance and screening by approved providers of training and education prior to starting in the programmes mentioned. They must be paid the standard wages set out in the collective agreement; see clause 28.3.

The employer may make it a condition that the associated expenses are covered by the Fund and where appropriate also by loss of earnings compensation (for example SVU); see clause 28.6.

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

Employees who at the start of the training have at least six months of uninterrupted seniority in the enterprise are entitled to time off – at standard wages as set out in the collective agreement (see clause 28.2) and to payment of course fees – for participation in continuing vocational education and training agreed upon by the enterprise and the employee.

It is a condition that the courses in question are included in an enterprise training plan agreed between the enterprise and the employee (see clause 28.2). It is also a condition that the courses are included in ‘List A of agreed training programmes’ prepared by the board of the Fund. Deviation from the latter condition is possible if the courses are part of a training plan leading to relevant vocational education, see the next paragraph.

For employees without vocational education it is a condition for obtaining support from the Fund that the education and training activities are included in the enterprise training plan. The enterprise training plan for an employee without a vocational education is prepared on the basis of an assessment of prior learning; see (A) above. The purpose of the assessment of prior learning is to determine which courses the employee needs to take in order to obtain relevant vocational education. The assessment of prior learning made by the vocational school leads to a plan setting out the training programmes and activities the employee must complete to reach the level of a skilled worker. The plan can be used by the employee to select programmes of his or her own choice and by the employer/employee in the preparation of an enterprise training plan. The assessment of prior learning/the plan of the vocational school and the enterprise training plan must be registered with the Fund administrator before support from the Fund can be granted.

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

The employer may make it a condition that the costs incurred in relation to the education and training be reimbursed by the Fund and where appropriate through compensation for loss of earnings (for example VEU compensation); see clause 6.

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

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

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

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

The following conditions apply:

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

If the enterprise obtains support from the Fund (see clause 6), up to 85% of the standard wages laid down in the collective agreement (see clause 3) are paid to the employee, as payments to employees are covered by support from the Fund and where appropriate compensation for loss of earnings.

The right to training under this clause does not apply to employees whose employment has been terminated. The rights of such workers are set out in clause 12.2.

28.5 Education and training activities at the initiative of the enterprise

If the enterprise demands that an employee participate in training activities that are not covered by the provisions of clause 28.4(A), (B) and C), the employee is entitled to the standard pay laid down in the collective agreement (see clause 3), but without any supplement that may apply according to clause 5.

If an employee participates in statutory continuing education and training for professional drivers because such training is necessary for the employee to perform his or her job, the employee will be paid the standard wages laid down in the collective agreement; see clause 28.4(C).

28.6 Support to enterprises whose employees participate in training activities

When an enterprise pays the standard wage rates laid down in the collective agreement or up to 85% of those rates to employees who participate in training activities (see clauses 28.4 and 28.5), the enterprise is entitled to claim VEU compensation, SVU support and similar reimbursement for participants associated with the training programme in question.

When employees participate in training programmes (see clause 28.4(A) and (B), and clause 12.2), the enterprise receives reimbursement from the Fund, which combined with the reimbursement for each participant is equivalent to the cost of paying the standard wage rates set out in the collective agreement; see clause 28.3.

This applies even if the employee is entitled to the standard wages set out in the collective agreement; see however clause 28.3(C). In addition, it is a condition that an education and training plan is available for the training programme in question; see clause 28.2.

When employees participate in training programmes (see clause 28.4), the enterprise receives reimbursement from the Fund, which together with the reimbursement obtained for each employee participating is equivalent to paying up to 85% of the standard wage rates laid down in the collective agreement; see clause 28.3.

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

See also the supplementary provisions in Annex 29 (Protocol on the Skills Development Fund for Transport and Warehouse Workers).

Annex 29. Protocol on the Skills Fund for Transport and Warehousing

29.1. Objective

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

With this agreement the parties wish to create a dynamic basis for training activities and the funds set aside by enterprises for this purpose; see clause 11a.

29.2 Financial basis

The contributions payable by enterprises can be calculated and paid in connection with similar calculations and payments to the ATP pension fund for the group of workers in question.

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

The collection of contributions to the fund is the responsibility of the administrator elected by the board of the Fund, currently PensionDanmark.

29.3 The Skills Development Fund for Transport and Warehousing

The parties to this agreement establish a joint ownership to manage the contributions calculated as set out in the preceding clauses.

Detailed guidelines for such management are laid down in articles prepared by the board of the Fund.

The guidelines must include the following elements:

- management and collection of contributions for the individual areas covered by the collective agreements;
- guidelines for allocation of funds to the activities of individual workers and enterprise-based training committees; see below;
- financial reporting and auditing;
- reporting guidelines for enterprise-based training committees;
- determination and collection of the VEU contributions if these areas of responsibility are transferred to the social partners.

The Fund is managed by a joint board composed of representatives of the parties.

29.4 Applications

Employees working in an enterprise covered by the collective agreements between the parties or training committees in enterprises covered by the same agreements may apply for funds from the skills fund.

Applications filed by employees must be submitted through the enterprise, which is to certify that the work is covered by the scope of the collective agreement.

When funds are allocated it must be sought to achieve a reasonable balance between employees covered by individual collective agreements and the contributions made by such employees.

29.5 Use of funding

The funds available for distribution should generally be allocated as set out in Annex 28 and in clause 12.2.

Employees whose application for support from the Fund or from the enterprise-based training committee is rejected are entitled to a written explanation of the rejection.

The board of the Fund may decide to use funds for other activities that are considered to be consistent with the intentions.

29.6 Skills development managed in the enterprise

Member enterprises and employees in member enterprises who want to manage the skills development funds themselves may choose to do so for an amount equivalent to their own contributions.

An enterprise may have disposal in advance of an amount equivalent to the contributions paid into the Fund in the calendar year. This requires that a shop steward has been elected in the enterprise and that a training committee has been established with 50% of the members having been nominated by 3F and 50% by the enterprise – all of whom must be employed in the enterprise. The shop steward will represent employees unless he or she chooses to transfer his or her seat on the committee to a colleague. The training committee must be approved by the board of the Fund.

Group enterprises with several workplaces may choose to have only one training committee.

The rules for allocation of funds in the enterprise-based training committee must follow the guidelines issued by the board of the Fund.

If an enterprise-based training committee has disposed of all its own funds, applications for support for additional activities may be submitted to the central fund.

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

29.7 Other areas covered by collective agreements and enterprises having adhered to a collective agreement between the parties

The Fund may decide to include other collective agreement areas or enterprises in the scheme set out in clause 29.3. Such areas will be kept separate in financial accounts to ensure that funds from one area are not spent in another area.

Enterprises that comply with the provisions of a collective agreement between the parties, but which are not members of the Danish Chamber of Commerce – Employers, for example because they have signed an adhesion agreement, must pay contributions to the Fund. The board may require that such enterprises pay a cost-related management fee for the processing of applications from employees in the enterprises. The board ensures that payments between such enterprises and their employees are kept separate in accounts from the funds of enterprises that are members of the Danish Chamber of Commerce – Employers.

29.8 Core conditions

Articles and amendments to the articles must be approved by the parties. If the Danish Parliament adopts legislation in the period covered by the collective agreement that imposes additional payment obligations or any other obligations on the parties to the collective agreement, the member enterprises or employees, this agreement will lapse.

Annex 30. Development and Cooperation Fund for Transport and Warehousing

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

Examples of such work are:

- strengthening local cooperation between enterprises and 3F shop stewards;
- illustrating the significance of the trades under the umbrella of the fund with regard to the development of Danish society;
- upgrading the level of education, training and activities in enterprises that are members of the Danish Chamber of Commerce – Employers, for example through local activities aimed at achieving the following:
- an increased number of practical placements;
- increased focus on ensuring that qualifications and skills are maintained and enhanced;
- increased further and supplementary training of unskilled workers;
- increased focus on ensuring that workers can achieve the status of skilled workers

Contributions to the fund

A contribution of DKK 0.35 is payable to the Fund for each hour of work performed.

New members of the Danish Chamber of Commerce – Employers may request that contributions to the fund not be paid in the first year of their membership of the Danish Chamber of Commerce – Employers. Once that year has passed, normal contributions are payable.

Reference is also made to Annex 31 (Protocol on contributions to the Development and Cooperation Fund for Transport and Warehousing).

Annex 31. Protocol on contributions to the Development and Cooperation Fund for Transport and Warehousing

Against the backdrop of the agreements on the establishment of a Development and Cooperation Fund for Transport and Warehousing (the Fund) and the base capital of the Fund (see Annex 30), the parties agree that additional contributions to the Fund should be made as follows:

- The Training and Development Fund for Freight Transport (GUU) transfers funds to the Development and Cooperation Fund for Transport and Warehousing in the amount of DKK 0.10 per hour of work performed in enterprises covered by the GUU.
- Enterprises contribute DKK 0.25 annually per hour of work performed for workers covered by the Transport Agreement between the Danish Transport and Logistics Association and the 3F Transport Group.
- Enterprises covered by the other collective agreements associated with the Fund contribute DKK 0.35 per hour of work performed.

Contributions to the Fund are payable together with the contributions to the Skills Development Fund for Transport and Warehousing (TLK). Contributions are calculated and saved separately from other funds in TLK.

At the end of the financial year unused funds paid under this protocol are refunded to the parties, unless the parties agree on different use thereof.

Annex 32. Draft standard employment contract

Employment contract Parties

The following employment contract has been made today between

[Company name]

Business registration number [xxxxxxx] [Address] [Post code, city]

(the employer) and

[first name] [surname]

[Address]

[Post code, city]

(the employee)

Job description

With effect from [date of employment] the employee is employed as a delivery worker with the employer. Seniority is earned from [date of employment].

The employee is responsible for delivering food. In addition, the employee is to carry out various ad hoc assignments.

Place of work

The employee works in [a description that is as exact as possible, for example town, city or post code(s)]

Pay and working conditions

The employment relationship is covered by the Collective Agreement on Food Delivery Work.

The current standard hourly rate is DKK 124.20. Payment of overtime work and payment for unsociable working hours as well as for use of the employee's own vehicle are as provided for in the Collective Agreement on Food Delivery Work.

In addition to the standard rate the employee earns special savings as set out in the Collective Agreement on Food Delivery Work.

Possible addition:

It should be noted that special savings are phased in as stated in the agreement between the parties to the collective agreement.

The pay period runs from the 16th of one month to the 15th of the next month, and wages are paid in arrears on the last business day of the month.

Pension

A labour market pension scheme is established as set out in Collective Agreement on Food Delivery Work.

Has the employee been a member of a labour market pension scheme in previous employment relationships?

Yes No With this scheme: _____

For this employment relationship the pension scheme has been/is established in: _____

Has it been agreed that total pension contributions in the first nine months are saved and recorded on the payslip for automatic payment to the employee later on, unless the employee wishes the contributions to be paid into the pension scheme?

Yes No

Pension contributions amount to a total of 12% of the taxable income; see the Collective Agreement on Food Delivery Work. The employer's contribution is 8%, and the employee's contribution is 4% out of the total contribution.

Addition where applicable:

The pension will be phased in as agreed between the parties to the collective agreement.

Working hours

Option 1

Standard weekly working hours are [X hours], which are to be performed as set out in the duty roster provided.

Option 2 (varying weekly working hours):

Standard weekly working hours are [X hours], which are to be performed as set out in the duty roster provided.

Annual leave and discretionary holidays

The employee is entitled to holiday allowance in accordance with section 16(2) of the Danish Holiday Act.

The employee is entitled to five discretionary days of holiday in each calendar year as set out in the Collective Agreement on Food Delivery Work.

Sickness and absence

The employee must without undue delay report absence due to sickness to the employer. Such reporting must comply with the staff handbook in force from time to time in the enterprise or with instructions issued by the employee's immediate superior.

If the employee is absent due to sickness, he or she must document the reason for the absence by submitting a solemn declaration or a medical certificate when requested to do so.

Smartphone/device

The employee must use his or her own smartphone/device in connection with the performance of the work. The smartphone/device must be compatible with the employer's platform.

Termination

Reference is made to the provisions on termination of employment set out in the Collective Agreement on Food Delivery Work.

Breach of contract

If either party is in material breach of the contract, the other party may terminate the agreement without notice.

Addition, where applicable

Driving licence (if the employee uses a car in connection with the work)

It is a condition for the employment that the employee holds a valid licence for a passenger car at any time and is able to document it. Reference is made to the rules and regulations concerning valid driver's licenses in Denmark in force from time to time, including rules concerning driver's licenses issued outside of Denmark and Europe. If the employee becomes disqualified from driving through a fault of his or her own, the employment will be terminated without notice.

Addition where applicable

Car placed at the disposal of the employee (if the employee uses the employer's car)

The employer places a car at the disposal of the employee for use in the performance of the work. The car may only be used in the service of the enterprise and only in conformity with instructions issued by the employer.

A vehicle mileage log will be kept automatically via the car's integrated GPS system, recording every kilometre driven.

The employer reserves the right to collect data from the GPS and logistics system in order to check that the car is only used in the service of the employer and that the conditions set out in this agreement are observed.

Other provisions

[“Own” provisions may be inserted here, if applicable.]

The employer’s staff handbook is provided together with this employment contract and is part of it. By signing this contract the employee confirms having read and accepted the rules set out in the staff handbook. Reservations are made for amendments to the staff handbook introduced from time to time.

The employee has a duty to always keep the employer informed about his or her residential address and personal email address. The employer may, with discharging effect, send payslips, messages and documents concerning the employment relationship to the employee using the employee’s personal email address or an electronic mail system such as e-boks. This does not exclude the use of other ways of forwarding material.

At the start of the employment relationship, a start-up package is provided, containing clothes and bags to be used in the performance of the work.

At the expiry of the employee’s employment contract, the employee must immediately return all items belonging to the employer, irrespective of the reason for the termination of the contract. The employee has no right of retention as regards items belonging to the employer. If the items are not returned on the last day of employment, the employer will be entitled to set off the cost against the next pay payment.

By signing this copy of the contract I confirm that I accept the conditions of employment set out in the contract and in the attached staff handbook.

[Place]

[Employer], [date]

[Employee], [date]



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DANSK ERHVERV

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Item number 3008-1

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