

Translation by the Danish Confederation of Trade Unions



# Collective agreement

Between

Hilfr ApS. CBR.no.: 37297267

and

3F Private Service, Hotel and Restaurant

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## § 1 Scope

### **Scope for the work performed**

The collective agreement covers cleaning assistants who perform cleaning work in private households facilitated by the digital platform Hilfr ApS. (hereinafter Hilfr). The collective agreement covers cleaning assistants who are employees, not freelancers.

### **Personal scope**

Freelancers automatically obtain employee status after 100 hours' work via the platform and are subsequently covered by this collective agreement.

### **Early transfer to the collective agreement**

Freelancers who wish to transfer their status from freelancer to employee before having worked 100 hours must notify Hilfr of this. In this case, the collective agreement will cover new work assignments agreed after the time of notification.

Hilfr reserves the right to reject a request for early transfer based on factual and objective criteria.

### **Freelancers**

Freelancers who wish to remain freelancers after 100 hours' work facilitated by the platform must inform Hilfr of this decision well in advance of the expiry of the 100 hours. They will then not obtain employee status and will not be covered by the collective agreement.

Employees who wish to work as freelancers must notify Hilfr of this. In this case, the collective agreement will not cover new work assignments agreed after the employee has notified Hilfr.

### **Notification**

Notification under this provision must be in writing in accordance with protocol 2.

## § 2 Employers' liability

Hilfr is the employer and has the responsibility for the payment of wages, holiday pay and pension contributions etc. for the employees.

## § 3 Employment

### **Employment contract**

The Danish Act on an Employer's Obligation to Inform Employees of the Conditions Applicable to the Employment in force at any time constitutes an agreement concluded in accordance with this collective agreement.

### **Commitment agreement**

A commitment agreement is concluded between Hilfr and the employee using the template agreed by the parties. This collective agreement forms part of the employment contract.

### **Job confirmation**

For every job requested, a job confirmation is concluded, which will be forwarded to the employee digitally. The job confirmation includes a start time, the agreed number of hours,

the agreed hourly wage, the description of the job and the address where the job is to be performed.

The commitment contract and the job confirmation for the individual job constitute an employment contract.

## § 4 Wages

Reference is made to the wage appendix in force at any given time (appendix 1). The wages must be made available to the employee on the last working day of each month to the bank chosen by the employee.

The pay period is monthly and runs from the 15th to the 14th.

Via the platform, the employee can set his/her individual wage. Meanwhile, it can never be lower than the wage stipulated in this collective agreement.

## § 5 Salary statement

Before the end of each month, a salary statement will be forwarded to the employee containing the hours worked, the hourly pay and other allowances, including pension, accrued holidays, holiday pay, etc.

Salary statements will be forwarded electronically, cf. Protocol 2

## § 6 Cancellation of jobs

If the customer cancels a confirmed job less than 36 hours prior to the agreed start time for the job, the customer must pay a cancellation fee amounting to 50% of the agreed pay unless the cancellation is caused by the employee.

The rules on working time, rest periods and 24-hour rest periods in force at any time constitute an agreement in accordance with this collective agreement. Disputes are settled in the industrial relations' system.

## § 7 Unemployment benefit during sickness

The company will pay unemployment benefit during unfitness for work due to sickness, including industrial injury, from day two for confirmed jobs in accordance with the unemployment benefit legislation in force at any time. New jobs via the platform cannot be agreed on while the employee is sick.

Holiday pay and pension are calculated on the basis of unemployment benefits paid.

## § 8 Pension- and health care plans

8.15% of the taxable income (including holiday pay) must be paid in pension contributions from the day the employee turns 20 years. Hilfr's contribution constitutes 4.15% (including health care plan) and the employee's contribution constitutes 4%. This amount is paid monthly to PensionDanmark.

All employees covered by the pension plan in PensionDanmark are covered by the PensionDanmark health care plan. The contribution to the health care plan constitutes 0.15% and Hilfr pays the contribution as well as the employers' pension contribution, cf. above.

Pension contributions are only paid if the employee has had paid employment i Hilfr amounting to a minimum of 320 hours within a 3-year period or if the employee already has an occupational pension plan.

### **Escalation of pension plan**

See Protocol 9 (escalation of the pension plan is postponed for any renegotiation of the collective agreement).

## **§ 9 Dismissal**

Deletion or other depersonalization of the employee's profile on the platform shall be considered as dismissal.

Deletion or other depersonalization of the employee's profile on the platform must not take place before the employee has been notified of this in writing.

Information about an upcoming deletion or other depersonalization can only be made to a digital address<sup>1</sup> specified by the employee and can only be considered to have arrived in due time the day after reception.

The dismissal must be based on a substantial reason, either pertaining to the company or the employee, in accordance with the rules of the General agreement.

Any claim that a dismissal is unfair is determined by the General Agreement between LO and DA in force at any time.

### **Fundamental breach of contract**

The above rules on dismissal do not alter Hilfr's right to a justified dismissal in case of fundamental breach of contract on the part of the employee.

## **§ 10 Notice periods**

The notice periods are:

	For Hilfr	For the employee
First 6 months	2 weeks	2 weeks
After 6 months	2 months	2 weeks

Notice periods on the part of the employee only apply to the job confirmations that the employee has accepted prior to his/her resignation. The employee is not under an obligation to take on new jobs after giving notice.

The employee must have unhindered access to take on jobs during the notice period. The employee cannot take on jobs that extend beyond the duration of the notice period.

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<sup>1</sup> E-mail, digital post, text message etc.

During the notice period, no changes can be made to the profile of the employee on the platform that prevent or restrict the employee from taking on jobs.

The notice period on the part of Hilfr only applies to the jobs that the employee obtains via the platform. Hilfr is not under an obligation to provide new jobs in addition to these.

During the notice period, work for the customer continues unless Hilfr and the customer agree to discontinue it. If Hilfr and the customer agree to cease cooperation with the employee during the notice period, the employee must receive wages that correspond to the amount to be paid for the confirmed jobs until the expiry of the notice period, cf. however § 6.

## § 11 Holidays

The Danish Holiday Act in force at any time constitutes an agreement in accordance with this collective agreement.

Disputes regarding the Danish Holiday Act are settled in the industrial relations' system

## § 12 Industrial disputes regulation

Cf. protocol 11.

## § 13 DA/LO Development Fund

(Postponed until any renegotiation of the collective agreement).

## § 14 Training and education

(Postponed until any renegotiation of the collective agreement).

## § 15 Maternity/Paternity leave

(Postponed until any renegotiation of the collective agreement).

## § 16 Coming force and duration

The collective agreement is in force from 1 August 2018 to 31 July 2019 where it ultimately expires unless the parties to the agreement agree to prolong it following renegotiations.

During the collective agreement period, both parties may terminate the agreement definitely with 3 months' notice.

If the collective agreement has expired, the normative provisions of the collective agreement still apply as individual agreements for the individual employees until they may be terminated with the individual notice period of the employee.


The parties agree that the above is subject to the approval of the competent assemblies.

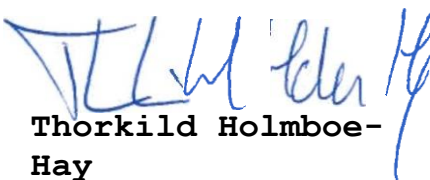
Copenhagen on 2018

  
33 P Service, Hotel and Restaurant

Hilfr ApS.

Tina Møller Madsen

  
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## Protocols

### Protocol 1 - Personal data

Consent to the registration and publication of personal data on the platform should be given in the form a well-defined confirmation that contains voluntary, specific, informed and unambiguous consent from the registered person, including consent to the use and posting of his/her personal data on the platform.

In the absence of such consent, Hilfr is entitled not to employ an applicant. If the employee withdraws his/her consent entirely, the employment relationship ends without prejudice to the text below.

The parties have agreed that the employee may, at any time, request that derogatory, false and offensive comments, pictures or characters be removed from his/her profile and other places on the platform that can be associated- and clearly attributed to the employee. This cannot adversely affect the employee's conditions of employment.

The employee can request that unfavourable statements be removed from his/her profile and all other places to which the employee is clearly linked.

The parties have agreed that this collective agreement cannot place the employee in a less favourable position than the legislation in force at any time on the processing of personal data etc.

### Protocol 2. Digital address - correspondence

All correspondence between Hilfr and the employee is digital. There are no situations that require Hilfr to forward regular mail, including offers and orders, via the postal services.

It is the responsibility of the employee to ensure that Hilfr is always informed of a valid, digital address to which it can forward messages.

### Protocol 3. Digital address — sickness, statement of fitness for work

It is the responsibility of Hilfr to ensure that the employee is informed of where he/she can submit information on sickness and fitness for work and similar official announcements digitally.

### Protocol 4. Shop steward rules

(Postponed until any renegotiation of the collective agreement).

### Protocol 5. 3F PSHR/Hilfr — Skills Development Fund

(Postponed until any renegotiation of the collective agreement).



## Protocol 6. Deduction of trade union membership fees

Agreement on deduction of trade union membership fees, local union club fees etc. will be negotiated as an optional element during any renegotiation of the collective agreement and before 1 January 2019.

(In addition to this, any agreement on union membership fee, local union club fee etc. is postponed for any future renegotiation of the collective agreement.)

## Protocol 7. Evaluation of the collective agreement

The parties have agreed to evaluate the collective agreement before it expires and, in this connection, allow for the 3F PSHR to meet with one or more employees in order to carry out an evaluation. The parties will decide on this in more detail no later than end May 2019.

## Protocol 8. Wage components and free-choice account

The basic wage includes compensation for service allowance, allowance for weekday holidays and work-free days, seniority allowance and free-choice allowance (4%) and is based on an estimated average.

In connection with a renegotiation of the hourly wage of the collective agreement, the parties agree that it should be taken into account that allowances have been included in the calculation of wages that stem from wage components that are adjusted as percentages.

## Protocol 9. Increases in pension contributions

The parties agree that the assumption underlying the pension component in this collective agreement is that the employer's share of the pensions should be escalated during a 3-year period:

1<sup>st</sup> year 4.15%

2<sup>nd</sup> year 6.15%

3<sup>rd</sup> year 8.15%

The parties agree that this is the point of departure for the negotiations in connection with any extension of the collective agreement in July 2019.

## Protocol 10. Assumptions underlying the collective agreement

The current collective agreement is based on the Hilfr business model at the time of the conclusion of the collective agreement and is therefore closely linked to its business model. Should Hilfr make considerable changes to conditions upon which provisions in this collective agreement rest, the parties must resume collective bargaining on the relevant provisions in the collective agreement.

## Protocol 11. Industrial disputes regulation

The General Agreement and the Norm, concluded between LO and DA, apply with the amendments below.

In the case of a claim that there is a breach of this collective agreement, a mediation meeting with the participation of the collective agreement partners will be summoned.

If agreement is not reached on the mediation meeting, the case will be subject to industrial arbitration.

Mediation meetings are held as soon as possible and no later than 7 weekdays after a request for a mediation meeting has been submitted unless the alleged breach of agreement has ceased before the mediation meeting has been held.

In case of a disagreement on the interpretation of this collective agreement, a mediation meeting with the participation of the collective agreement partners will be summoned.

If agreement is not reached during the mediation meeting, the case will be subject to industrial arbitration.

Each party appoints two members of the Court of Arbitration. Together, they appoint an Arbitrator. If they cannot reach agreement on an Arbitrator, one will be appointed by the President of the Labour Court.

The Arbitrator presides over the negotiations in the Court of Arbitration. If it is not possible to obtain a majority among the members of the Court of Arbitration, the Arbitrator will have the final say. The Court of Arbitration decides which of the parties will pay the costs of the case.

The remaining rules regarding the exchange of written pleadings and the conduct of industrial arbitration agreed between LO and DA (the Confederation of Danish Employers) apply.

Breach of the collective agreement cannot be brought before the Danish Labour Court for and in industrial arbitration, the parties can only seek back-payment and not a penalty.

## Joint declaration

The parties hereby jointly declare that this trial collective agreement is an attempt to build a bridge between digital platforms and the Danish labour market model.

The aim of the trial collective agreement is, in part, to gather experiences with a view to establishing permanent collective bargaining relations.

The parties have therefore agreed that none of them are bound by the contents of this collective agreement after it has expired or has been terminated.

The parties have also agreed that any renegotiation of the collective agreement must take place in light of the fact that the agreement is devised as a 3-year escalation model.

The parties also declare that a renegotiation of the collective agreement presupposes that Hilfr is a member of the Confederation of Danish Industries (DI) and, therefore, with the participation of the Confederation of Danish Industries.

With Hilfr's application for membership of the Confederation of Danish Industries, reference is made to the agreement concluded between DI, Overenskomst II (SBA) and 3F Private Services, Hotel and Restaurant regarding the suspension of § 43 of the Collective Agreement for Services.

# Appendices

## Appendix 1.Wages

Fixed hourly pensionable wage as per 1 August 2018

DKK 141.21

The wage is fixed during the life of the collective agreement. From 1 August 2018 to 31 July 2019.

## Appendix 2 Commitment agreement template

(Will follow)

All protocols, declarations and appendices form part of the collective agreement and share the same termination clauses.