

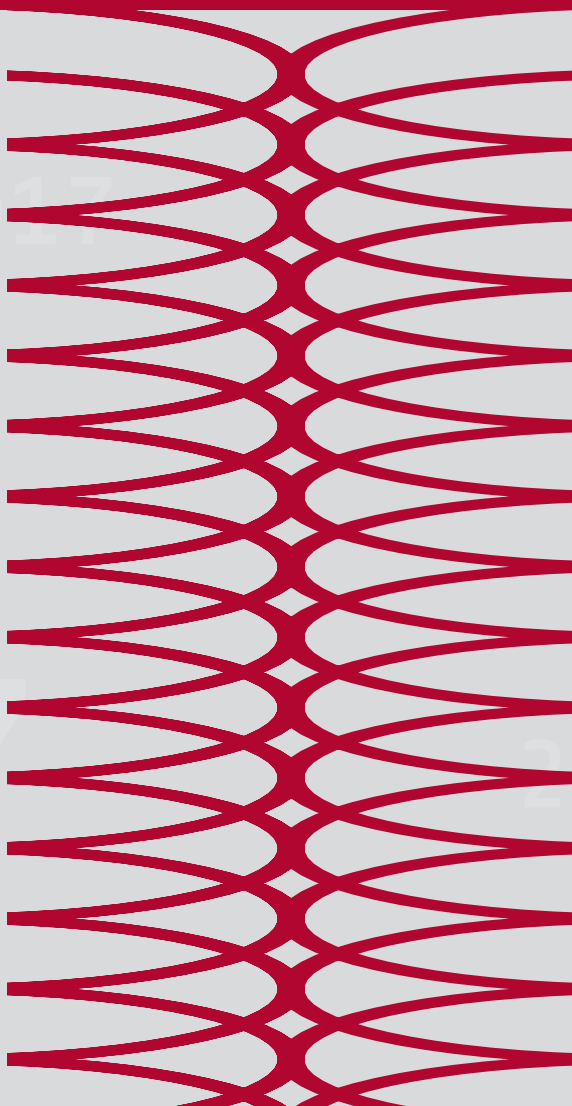


FAGLIGT FÆLLES FORBUND

dansk byggeri

COLLECTIVE AGREEMENT FOR THE CONSTRUCTION AND CIVIL ENGINEERING SECTORS 2017

BETWEEN: DANSK BYGGERI/THE DANISH CONSTRUCTION ASSOCIATION
AND FAGLIGT FÆLLES FORBUND/UNITED FEDERATION OF DANISH WORKERS



2017

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**Collective Agreement for the
Construction and Civil Engineering
Sectors**

2017

between

**Dansk Byggeri
/the Danish Construction Association/**

and

**Fagligt Fælles Forbund
/3F, the United Federation of Danish
Workers/**

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Chapter 1

Scope of application of the Collective Agreement

§ 1 Scope of application

1. The Collective Agreement, together with the related piece work time lists, applies to non-permanent places of work throughout the country except for the municipalities of Copenhagen and Frederiksberg.
2. In connection with the renewal of the present Collective Agreement in 2004, it has been consolidated with the Collective Agreement for the Construction and Civil Engineering Sectors concluded by SiD/Specialarbejderforbundet i Danmark, The Federation of Semi-Skilled Workers in Denmark/ and BYG /Byggeriets Arbejdsgivere, The Construction Employers' Federation/ and now it applies to all present and future members of Dansk Byggeri who employ workers within the professional scope of the Collective Agreement unless otherwise provided in individual provisions of the Agreement.
3. The Collective Agreement covers the same scope of work as hitherto, and the work which can be performed by earth and concrete workers as well as by semi-skilled workers.
4. Wages, including the rates of piece work pay based on performed work studies and the minute factors agreed between the organisations, are established in accordance with the relevant provisions of the Collective Agreement.

Paving works and assistance with paving works

5. The Collective Agreement, together with the related piece work price lists for paving works, applies throughout the country.

Special provision with regard to roofing works

6. The Collective Agreement, together with the related piece work time list for roofing works, applies throughout the country with the addition of special provisions agreed upon by the parties on 3 February 1995.

Gardening works

7. The parties are in agreement as to the fact that members of Dansk Byggeri have for many years been employed with the establishment, operation and maintenance of green areas, and that Fagligt Fælles Forbund has on many occasions participated in the resolution of industrial disputes with respect thereto, in accordance with the applicable collective agreement between the parties.
8. The Collective Agreement shall continue to apply to this type of works, however local agreements – possibly with the participation of the organisations – must be entered for work which requires vocational training as a gardener.

Offshore work

9. The Collective Agreement also applies to work on floating and fixed platforms (the offshore area), however, due to the special working conditions at such places of work, a separate agreement has been concluded with respect thereto.

The agreement is attached as Annex 5.

The municipalities of Copenhagen and Frederiksberg

10. In the municipalities of Copenhagen and Frederiksberg the existing Collective Agreement between Bygge-, Jord- og Miljøarbejdernes Fagforening /BJMF, The Building, Earth and Environmental Workers Union/ and Dansk Byggeri is in force. To the extent that Dansk Byggeri and BJMF agree that the provisions of existing Collective Agreement between them shall become invalid, the undersigned parties concur that the present Collective Agreement shall apply in the municipalities of Copenhagen and Frederiksberg.

§ 2 Definition of permanent/non-permanent workplaces

1. Permanent stationary workplaces from where a finished product or service is supplied to several different customers, including industrial companies, building element factories, ready-mixed concrete factories, industrial stone companies, gravel pits,

stationary repair shops and stationary plant and equipment sites as well as companies which perform sewage or mud dredging works.

Varying employment

2. Employees are subject to the rules which apply to permanent workplaces if the place of their actual employment and the principal place of performing work duties is at the permanent production site, regardless of whether or not they are assigned or seconded by the company to perform assembly work/preparatory work at non-permanent workplaces.

Relocation

3. Employees can be relocated from permanent workplaces to non-permanent workplaces, and these employees will then be subject to the provisions for non-permanent workplaces.

§ 3 Zone division

Zone 1

The boundary of Zone 1 runs northwest and north from Køge Bugt /Køge Bay/ along the western boundary of the municipalities of Vallensbæk and Herstederne (intersecting the main Copenhagen-Roskilde road at km 16.0), after which it follows the western boundary of Ballerup parish and then goes along the southern and western boundaries of Værløse parish until the southern boundary of Farum parish immediately west of Farum Sø /Farum Lake/. From here it follows the boundary between Ganløse and Farum parishes in the northwestern direction, turning to the east towards Slangerupbanen /the Slangerup Light Railway/; then it follows the railway line until it enters the parish of Lyngby, after which the boundary of Zone 1 goes along Lyngby parish's eastern boundary northeast and then on along the western boundary of Blovstrød parish in the northern/northeastern direction until, immediately after having passed the Kongevejen road (at km 26.8) it encounters the boundary of Karlebo parish which goes along the south-eastern side of the Store Dyrehave forest. From that point the boundary of Zone 1 follows the parish boundary northeast along Store Dyrehave; then it goes northwest to the Grønholt Hegn forest and on along its

south-eastern side until the northern boundary of Karlebo parish which it then follows eastwards to the Øresund strait immediately south of the Laveskov forest.

Zone 2

Zone 2 comprises the Frederiksborg County except for the parts which fall under Zone 1 as described above. Therefore, from Hornsherred the zone boundary follows the county border south of Skibby; similarly, east of Roskilde Fjord /Roskilde inlet/ it follows the southern boundary of Frederiksborg County along Værebros Å /Værebros stream/ until the boundary of the southern judicial limit of Copenhagen County, which it then follows south to Hedehusene until it intersects the northern boundary of Reerslev parish (it intersects the main Copenhagen-Roskilde road at km 24.4). Then the boundary of Zone 2 follows the boundary between Reerslev and Vindinge parishes and turns east between Reerslev and Tune parishes; from there it goes south along the boundary between Tune and Greve parishes and then follows the boundary of Karlslunde parish in the southeastern direction to Køge Bugt.

§ 4 Admission of new members

The following rules apply when a company joins Dansk Byggeri:

New members covered by other collective agreements

1. Companies, which previously have been covered by other collective agreements, and are admitted as members of Dansk Byggeri, become subject to Dansk Byggeri's Collective Agreements three months after the federation has been informed of the company's membership in Dansk Byggeri.

New members covered by accession agreements

2. Accession agreements in force in the companies which are admitted as members of Dansk Byggeri remain in force for three months after the federation has been informed in writing about the company's membership in Dansk Byggeri. Then the relevant collective agreement concluded by Dansk Byggeri becomes applicable.
3. Upon the company's resignation from membership in Dansk

Byggeri, the accession agreement is re-activated unless the company becomes subject to another collective agreement via its membership in an organisation within DA /Dansk Arbejdsgiverforening, The Danish Employers' Association/.

Adaptation negotiations

4. Once the federation has been notified that a company has become subject to a collective agreement concluded by Dansk Byggeri, the federation may request an organisation meeting be convened, cf. § 87 para. 17. The purpose of the organisation meeting is to examine the possibilities for applying the provisions of the relevant Collective Agreement to the company's employees in order to ensure compliance with its rules as well as enabling the parties to the Collective Agreement to familiarize themselves with existing remuneration and employment terms for the working staff. During the negotiations the existing remuneration and employment terms may be documented.

Chapter 2

Meeting with the social partners and joint information meeting

§ 5 Information meeting

1. The organisations wish to ensure that the Danish model functions as well as possible in the Danish construction sites, and that all parties get off to a good start. When the organisations agree that a need exists for it, the contractor must participate at management level in a joint meeting with the social partners. At the meeting, the contractor will have the opportunity to describe his organisation, and the social partners will have the opportunity to explain the Danish model and meet the undertaking.
2. The organisations also agree to offer a joint information meeting, preferably within the first month after they have started work in Denmark.
3. Where possible, the meeting may be held on site. Otherwise, one of the parties will arrange for suitable premises.
4. However, this agreement will not prevent the social partners from holding meetings with each their party. Furthermore, at the commencement of major building and construction projects, the organisations agree to offer joint information meetings for enterprises and employees for the purpose of giving the local parties in the individual construction site an introduction to current wage and working conditions.

Chapter 3

Terms of employment

§ 6 Information on terms of employment

Statement of particulars of employment

When hiring an employee for a period longer than one month and for more than eight working hours per week, the company is obliged to provide the employee with written information on the terms and conditions of employment.

Besides names, addresses, telephone numbers and – respectively – CPR-number /civil registration number/ and CVR-number/number in the Central Business Register/, the statement must include the following details:

1. The collective agreement which applies to the employment
 - type of remuneration – hourly wage or piece work pay
 - in case of hourly wage – the specification of agreed starting wage
 - payment frequency
 - the specification of whether the workplace is permanent or non-permanent
 - the date of commencement of employment
 - signatures of the parties.

The statement must be given to the employee within one month of the commencement of employment.

The organisations recommend the use of the contract of employment template which is attached as [Annex 4](#).

Changes to the terms of employment

2. Should changes be made to the terms stipulated in the statement of particulars of employment, the employee must be notified thereof in writing as soon as possible and at the latest one month after the changes have entered into force unless the said changes

are caused by an alteration of legal, administrative or regulatory provisions, or the provisions of collective agreements, which are applicable to the employment.

Failure to comply with notification obligations

3. Should the employee not be provided with information on the terms and conditions of employment, cf. para. 1 and para. 2, within the above specified periods, the case may be submitted for resolution in accordance with the provisions of the present Collective Agreement on the Procedure for the settlement of industrial disputes.

If the above mentioned information has been given to the employee at the latest 15 days after a justified demand to do so has been raised against the relevant company, the company may not be fined except in case of systematic breach of the provision on the employer's notification obligations.

4. Should an employee who has been employed before 1 July 1993 wish to receive information on the terms of employment, cf. para. 1 and para. 2, and submit a request for such information on 1 July 1993 or later, the company shall be obliged to provide the desired information to the employee within two months of the submission of the request.
5. The above provisions do not apply to apprentices.

§ 7 Employment on terms similar to those of the Salaried Employees Act

1. The organisations recommend that the companies who wish to introduce employment on terms similar to those of the Salaried Employees Act /Funktionærloven/ for certain employees with more than one year's seniority preferably do so in accordance with the guidelines specified in the present Collective Agreement.
2. Employment on terms similar to those of the Salaried Employees Act may be individually agreed with particularly trusted employees who perform highly qualified work. Contracts of employment on terms similar to those of the Salaried Employees Act are only valid if they are made in writing.

The organisations have jointly prepared a contract template to be used for concluding agreements for employment on terms similar to those of the Salaried Employees Act. Once the employment contract has been signed, it may be required that it be submitted to the respective organisations.

The matter of introducing or terminating agreements for employment on terms similar to those of the Salaried Employees Act may be submitted for resolution in accordance with the industrial dispute settlement procedure, but not the procedure of industrial arbitration.

3. The provisions of Section 8 of the Salaried Employees Act with regard to early retirement pension benefit in case of death cannot be derogated from by agreement.

Remuneration

4. Remuneration must reflect the individual employee's qualifications, responsibility, effort and proficiency.

Once a year each employee's remuneration is reviewed for a possible adjustment. The adjustment may take place at the same time as for white collar workers who are employed in the company pursuant to the Salaried Employees Act.

Disagreements with regard to remuneration level or adjustment may be submitted for resolution in accordance with the procedure for the settlement of industrial disputes described in the present Collective Agreement.

In case of employment on terms similar to those of the Salaried Employees Act, the employee's hourly wage is converted to monthly remuneration according to the applicable number of hours, at present 160.33. Remuneration is paid out on the same dates as the ones which apply to the white collar workers who are employed in the company pursuant to the Salaried Employees Act.

Seniority

5. In case of employment on terms similar to those of the Salaried Employees Act, seniority is calculated from the time of transition to such employment, with the stipulation that the employee retains the right to a period of notice which is at least of the same length as the one he/she was entitled to before the transition.

Termination

6. In case of termination of employment, the period of notice for both parties is calculated in accordance with the provisions of Section 2 of the Salaried Employees Act.

The parties agree that the period of notice may not be shorter than the one which the employee was entitled to in accordance with the Collective Agreement upon transition to employment on terms similar to those of the Salaried Employees Act.

Notice of termination may be given during sickness absence.

The provisions of § 81 para. 8 and § 8 of the Collective Agreement do not apply to contracts of employment on terms similar to those of the Salaried Employees Act.

7. In an individual contract it may be agreed that the company can terminate the employment upon one month's notice to the end of a month when the person concerned has received remuneration during sickness absence of more than a total of 120 days in a period of 12 consecutive months. Such termination shall only be valid if given immediately after the 120 days of sickness absence and while the person concerned is still sick. The validity is not affected by the employee's return to work after the termination has been given.

Working hours

8. Working hours, including any overtime, shift work and staggered working hours, along with payment for such, shall be determined in accordance with the provisions of the present Collective Agreement.

Holidays

9. Persons employed on terms similar to those of the Salaried Employees Act are entitled to paid holidays or holidays with holiday allowance, cf. Section 23 of the Salaried Employees Act. This provision supersedes § 63 of the Collective Agreement.

Pension contribution on holiday allowance

10. As of 1 May 2014 holiday allowance is included in the calculation basis for pension contribution.

Public holidays

11. Employees are entitled to full remuneration for public holidays and

other days off.

Additional floating holidays

12. Employees are entitled to five additional days of floating holiday per calendar year.
13. Should a person employed on terms similar to those of the Salaried Employees Act not use up the additional floating holiday entitlement before the end of the calendar year, such a person shall have the right to within three weeks submit a claim for compensation equivalent to one day's remuneration for each unused day of additional floating holiday. The compensation shall be paid out in connection with the first subsequent payment of remuneration.

Special accrual scheme

14. A special accrual scheme shall be set up for persons employed on terms similar to those of the Salaried Employees Act, to which the company shall pay contribution on remuneration which constitutes calculation basis for holiday pay. The said contribution as of the below mentioned dates shall be equal to:

1 March 2017	2.7%
1 March 2018	3.4%
1 March 2019	4.0%

Holiday pay (12.5%) shall be calculated on the amount.

Payment

15. The accrued amount shall be paid out to the employee together with remuneration for December unless the said employee prior to 1 December requests that the amount be transferred to his/her pension account.
Upon termination of employment, the accrued amount shall be paid out together with the last remuneration.

Sickness

16. The company shall pay full remuneration during sickness.

Other stipulations

17. Sections 2a and 2b, 16, 17 and 17a of the Salaried Employees Act apply to the persons employed on terms similar to those of the Salaried Employees Act.

Unless otherwise specified herein or in the contract of employment drawn up between the parties, the person employed on terms similar to those of the Salaried Employees Act shall be subject to the provisions of the Collective Agreement.

Settlement of disputes

18. Any and all disagreements concerning the interpretation of individual agreements or of the above guidelines shall be resolved in accordance with the provisions of the present Collective Agreement on the Procedure for the settlement of industrial disputes.

Should the company wish to be released from a contract of employment on terms similar to those of the Salaried Employees Act with a particular employee, or should an individual employee wish to be released, such contract may be terminated with a notice period which is applicable to the employee.

Once the notice period has expired, the employee shall be regarded as being subject only to the provisions of the Collective Agreement.

Pre-existing contracts of employment on terms similar to those of the Salaried Employees Act may, based on local agreements between the parties, be adjusted to the present guidelines.

Chapter 4 Working time provisions

§ 8 Weekly working time

1. The normal effective working time is 37 hours per week.
2. The weekly working time is distributed over the first five days of the week.

§ 9 Daily working time

Daily working hours

1. Normal daily working hours are placed between 6:00 a.m. and 6:00 p.m. Meal and rest breaks may not exceed a total of one hour or be less than a half hour.

Establishment of daily working hours

2. When deciding on how daily working hours and meal and rest breaks should be distributed, the opinion of employees shall be considered.
3. If the company is unable to accommodate the employees' wishes, it shall establish the working hours with a view to the best interest of the company and introduce the working hours with a 10 days' notice.

In this period the employees may raise a complaint about the non-consideration of their wishes without it being sufficiently justified by the interest of the company in accordance with the Procedure for the settlement of industrial disputes.

The agreed remuneration covers any staggering of meal breaks, but not more than for an average of one hour a day per week and not more than 1.5 hours in any single day.

§ 10 Variable weekly working time

1. At the local level written agreements may be made to increase or reduce daily or weekly working time in such a way that the average normal weekly working time over a predetermined reference period is 37 hours.
2. The predetermined reference period may not be longer than 12 months excl. holidays.
3. Such agreements may not involve effective normal working time of more than 10 hours a day.

§ 11 Prolonged weekly working time with accrued time off

1. Notwithstanding the provision of § 8, at the local level it is possible to agree in writing that the normal working time be prolonged to 46 hours in exchange of taking time off in lieu for the surplus hours, preferably as whole days within three months of the period in which the hours are accrued.
Overtime work pursuant to § 18, para. 2, clause 1 of the Collective Agreement may not be performed at the same time.
2. An agreement on the prolonged weekly working time does not entitle to the payment for overtime work.
3. The schedule for taking time off shall be set by the company in consultation with employees. Time off in lieu shall be taken before the termination of employment of the given employee.

§ 12 Weekend work

Terms and conditions

1. A weekend work system may be introduced, provided that unanimity with respect thereto has been achieved at the local level.
2. In such case the maximum number of working hours on

Saturdays and Sundays, respectively, is 12 hours.

3. The beginning and end time of working hours on Saturdays and Sundays is set by the company.
4. Employees who are hired for weekend work may not at the same time have any other paid employment.
Thus, no supplementary benefit /for part-time employment/ may be paid out to the employees.
5. Agreement on the introduction of weekend work system in the individual company may only be concluded if the organisations agree to do so.
6. Infringement of para. 4 shall be regarded as a breach of terms of employment and will result in an immediate dismissal from the company. Should the company be aware of an infringement of para. 4, the weekend work system can be suspended.
7. Disputes concerning the above shall be resolved in accordance with the provisions of the present Collective Agreement on the Procedure for the settlement of industrial disputes.

Remuneration

8. Remuneration for weekend work shall be as stipulated in the Collective Agreement.
9. In addition, supplements and allowances as provided for in the Collective Agreement shall be payable, in the same scope and manner as to the other employees of the company in the relevant area of work.
10. Furthermore, supplements and allowances for work on Saturday and Sunday as provided for in the Collective Agreement shall be payable to the employees. Locally it may be agreed to distribute the supplements and allowances as an average over the total working hours.
11. A precondition for weekend work is that total remuneration, including all supplements and allowances provided for in the Collective Agreement, shall at least be equal to normal remuneration at the given workplace for a normal week.

Days off and work on public holidays

12. Working time schedule shall be made prior to the introduction of weekend work system so as clearly to establish which days (Saturdays/Sundays) are days off. Should there be such days off, an amount shall be paid out for these days equivalent to the individual employee's average hourly remuneration for the number of hours he or she would have worked on the days concerned. The amount shall be paid out from the employee's "holiday account". However, no amount greater than that deposited on the individual employee's holiday account at the given time may be paid out.
13. Only ordinary remuneration shall be paid for work on public holidays and thus no advance pay for public holidays which fall on weekdays shall be applicable.

ATP contribution

ATP contributions /Arbejdsmarkedets Tillægspension, Labour Market Supplementary Pension Scheme/ shall be made at the full amount.

§ 13 Part-time employment

Part-time work

1. Part-time employment contracts may be concluded at the local level.
2. Weekly working time for part-time employment shall comprise a minimum of 20 and a maximum of 30 hours a week.
Normal weekly working time (the number and arrangement of working hours) shall be agreed individually in each case of part-time employment.
Changes to the normal weekly working time may be made in accordance with the provisions of § 8.
3. Remuneration for part-time employment shall be in accordance with the generally applicable provisions of the Collective Agreement.

The employees are not entitled to any compensation for reduced working time.

Working hours in excess of the agreed working time for the employee shall be paid at the relevant employee's normal hourly rate.

Working hours in excess of the company's normal working time for full-time work shall be paid as overtime at the rates that apply to the other employees of the company.

4. The organisations are entitled to complain about the misuse of the present provision, including cases where the number of part-time employees is deemed excessive, in accordance with the Procedure for the settlement of industrial disputes.
5. It has been agreed that the stipulations of the Collective Agreement concerning seniority shall apply to part-time employees in the same way as to full-time employees.

Persons with reduced work capacity

6. Agreements on reduced working time may be concluded with employees whose working ability is diminished due to age, infirmity or injury.

Partial retirement, partial early retirement

7. Agreements on reduced working time may be concluded with employees who request such arrangement due to transition to partial retirement or partial early retirement.

The organisations are entitled to complain about the misuse of the present provision in accordance with the Procedure for the settlement of industrial disputes.

§ 14 Outside work

If work is performed at workplaces located at such a distance from the company's domicile that the company deems it necessary for the employees to have overnight accommodation at the place of work, a local agreement must be made with respect to the type of transport, board and lodging, working hours and expected duration of the work.

§ 15 On-call work

1. Remuneration in accordance with the provisions of the Collective Agreement shall be paid for call-outs to work after the end of the normal working hours, on free weekdays, Sundays and public holidays, in the amount equivalent to the remuneration for a minimum of four hours work.
2. Local agreements with respect to payment for being on call for work shall be concluded prior to the introduction of on-call work system.

§ 16 Days off

1 May

1. 1 May is a full day off.

Constitution Day

2. Constitution Day /5 June/ is a full day off with the right to advance pay for public holidays which fall on weekdays in accordance with § 68 para. 3.

Additional floating holidays

3. Employees are entitled to five additional days of floating holiday per calendar year.
4. Additional days of floating holiday are paid according to the same rules as for the payment of holidays falling on weekdays, cf. § 69, and are taken according to the same rules as apply to the "remaining days of holiday".
5. Advances for floating holidays amount to DKK 1,100.00 per day for adult employees and DKK 650.00 per day for adolescent employees.
6. If an employee is sick when a floating holiday begins, the employee shall not be obliged to take the floating holiday and the holiday may be postponed.

§ 17 Other arrangement of working hours

If, in case of special work assignments, unanimity is achieved at the local level with regard to other arrangement of working hours than the ones described in the present Collective Agreement, such arrangements may be introduced following approval by Fagligt Fælles Forbund and Dansk Byggeri.

Chapter 5

Overtime work, staggered working hours, shift work

§ 18 Overtime work

Performance of overtime work

1. Employees may be required to carry out overtime work to the extent it is demanded because of the type of the work.
2. Companies may use overtime work of up to eight hours a week, provided that unanimity with respect thereto is achieved at the local level.
Furthermore, in accordance with para. 1 and labour court practice, the companies may use overtime work in line with general principles.

Calculation of overtime hours

3. Overtime shall be calculated from the end of normal working hours, including a half hour meal break immediately after the end of the working day.
The meal break shall not be included if the duration of overtime work is only one hour.

Night work

4. Night work is calculated from and including the fourth hour after the end of normal working hours until the beginning of normal working hours on the following day, with a half hour meal break every four hours.

§ 19 Systematic overtime

1. If the local parties have tried in vain to make an agreement on variable weekly working hours, cf. § 10, the enterprise may give notice of systematic overtime. Systematic overtime may not exceed five hours per calendar week and one hour per day and

must be placed in connection with the individual employee's normal working hours. Systematic overtime must be notified no later than before the end of normal working hours four calendar days before the week, in which the systematic overtime is to be performed.

2. Systematic overtime must – unless otherwise agreed between the management of the enterprise and the trade union representative – be taken as whole days off in lieu within a twelve-month period after it was performed.
3. Surplus hours that do not entitle the employee to a full day off work are carried forward.
4. The time for taking time off in lieu is determined by the employer following local negotiations between the parties. However, the employee must be given a notice of minimum 6x24 hours.
5. Time off in lieu stemming from systematic overtime may not be placed during a period of notice of termination, unless the enterprise and the employee agree on this.
6. The existing possibilities for notifying overtime work according to the other rules of the collective agreement will not be affected by the possibility of notifying systematic overtime.

<p>§ 20 Remuneration for overtime work, work on Sundays and public holidays</p>
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Remuneration for overtime work

1. Overtime work in the first three hours after the end of normal working hours shall be paid at the hourly rate increased by50%
One out of these three hours may fall immediately before the beginning of normal working hours, but not before 6:00 a.m.
2. Overtime work beyond the first three hours after the end of normal working hours (i.e. night work), until the beginning of normal working hours on the following day, shall be paid at the hourly rate increased by 100%

Work on Sundays and public holidays shall be paid at the hourly rate increased by 100%

3. The percentage allowances above shall be calculated based on the minimum wage rate, cf. § 23.

Free weekdays

4. In case of work on a public holiday which falls on a weekday, overtime is calculated from the beginning of normal working hours.

Deduction for meal breaks

5. No deduction for meal breaks shall be made from payment for overtime work, night work, work on Sundays and public holidays.

§ 21 Staggered working hours

1. Staggered working hours cannot be set up in such a manner that the total staggered working time falls between 6:00 a.m. and 6:00 p.m.

Reference must be made to the provisions of § 9 on the notification of normal working hours.

Notification of staggered working hours

2. In case of introduction of staggered working hours, a notice of at least 3 x 24 hours must be given. Should such notification not be given within a proper time, overtime allowance shall be paid for the work which is carried out outside the company's normal daily working hours until the end of the notice period of.

Period of work in staggered working hours

3. If, for reasons on the part of the company and through no fault of his/her own, the employee is prevented from continuing to perform work in staggered working hours beyond one week, he/she shall be paid overtime allowance for work outside the company's normal daily working hours.

Remuneration for work in staggered working hours

4. If the terms of para. 2 and para. 3 are met, no allowance shall be paid for that part of staggered working hours which falls between

6:00 a.m. and 6:00 p.m.

5. If working hours are staggered in such a way that they end after 6:00 p.m. but start before midnight, the following hourly allowance shall be paid from the beginning of the pay week which includes 1 March 2017:

From 6:00 p.m. to 10:00 p.m. DKK 24.90

From 10:00 p.m. to 6:00 a.m.DKK 42.75

For work on staggered shifts that begin at midnight or later, for the working hours until 6:00 a.m., there shall be paid an hourly allowance ofDKK 51.90

From the beginning of the pay week which includes 1 March 2018, the hourly allowance rates shall be changed to:

From 6:00 p.m. to 10:00 p.m. DKK 25.30

From 10:00 p.m. to 6:00 a.m. DKK 43.45

For work on staggered shifts that begin at midnight or later, for the working hours until 6:00 a.m., there shall be paid an hourly allowance of DKK 52.75

From the beginning of the pay week which includes 1 March 2019, the hourly allowance rates shall be changed to:

From 6:00 p.m. to 10:00 p.m. DKK 25.70

From 10:00 p.m. to 6:00 a.m. DKK 44.15

For work on staggered shifts that begin at midnight or later, for the working hours until 6:00 a.m., there shall be paid an hourly allowance of DKK 53.60

Overtime work in case of staggered working hours

6. If employees are required to work overtime in addition to staggered working hours, for the time of performing such work which is calculated from the end of the staggered working hours, they shall – apart from the above mentioned allowances – be paid the relevant overtime allowances as stipulated in the Collective Agreement.

§ 22 Shift work

1. Shift work refers to performing work in varying hours according to a

predetermined work schedule. However, provided that it is agreed, work may be carried out by permanent teams for all the three shifts.

Normally the individual teams relieve each other, but if the best interest of the company so requires, the shifts may overlap each other or there may be breaks between them.

The company's operating hours

2. The company's operating hours are independent of each employee's collectively agreed working hours and are only limited by the provisions stipulated by law.

Notification and duration

3. When establishing shift work, notice of at least 5 x 24 hours shall be given. However, the employees who have been hired for shift work or who may be regarded as shift workers as stipulated in para. 4, are not entitled to demand that such notice be given. If it is necessary to carry out shift work prior to the expiry of notice period, the employees who are entitled to demand such notice shall be paid normal overtime allowances calculated based on the company's normal daily working hours instead of shift work allowance.

If, for reasons on the part of the company and through no fault of his/her own, the employee is prevented from continuing to perform shift work beyond a period of three days, he/she shall be paid as described above.

Working time provisions

4. In case of work on first shift, the normal working time for all employees is 37 hours per week. In case of work on second and third shift, the normal working time is 34 hours per week.
Provided that unanimity with respect thereto is achieved at the local level, up to five hours overtime work per week may be carried out on all the three shifts.
5. Shift work shall be arranged in accordance with a locally agreed rota cycle so that each employee's average normal working time for work on three shifts amounts to 35 hours, and an average of 35.5 hours for two-shift work. Hours in excess of the above specified average shall be converted to full days off included in the

rota scheme. To be regarded as a shift worker, each employee must take part in the rota scheme at least six times within a period of six weeks.

Special provisions with regard to working time

6. Working time shall be proportionally reduced for public holidays, floating holidays or other collectively agreed days off.
7. When setting the work schedule, employees shall be given weekends off to the highest possible extent.

Interruptions and rescheduling of shift work, transfer of employees

8. In case of interruption of shift work, rescheduling of predetermined rota scheme or transfer of employees, cf. para. 9, each employee's actual working time in the given pay period must be individually calculated and compared to the standard working hours as described in para 4-7.

Should the actual working time be shorter than the standard working time, any hours lacking shall be paid at the normal rate for hourly paid work without any allowances, while, if the actual working time is longer than the standard working time, the surplus hours shall be paid at the overtime rates starting with the lowest.

9. Should an employee be transferred from one shift to another without it being in accordance with a predetermined rota scheme, a one-off amount shall be paid for each transfer. The following amount shall be paid from the beginning of the pay week which includes:

1 March 2017	DKK	204.60
1 March 2018	DKK	207.90
1 March 2019	DKK	211.20

No payment is due if the employee is re-transferred back to his/her original shift within six weeks or if he/she is transferred to daytime work system.

The working day

10. In relation to shift work it is agreed that the working day shall run from 6:00 a.m. to 6:00 a.m. on the following day or from the beginning of normal working hours in the given company to the same time on the following day unless otherwise agreed in writing.

Shift work allowance

11. For shift work on weekdays, except Saturdays, between 6:00 p.m. and 6:00 a.m., the following hourly allowance shall be paid from the beginning of the pay week which includes:

1 March 2017	DKK	38.30
1 March 2018	DKK	38.90
1 March 2019	DKK	39.55

12. For shift work performed in the period from 2:00 p.m. on Saturday to the end of working Sunday and for shift work on public holidays and other collectively agreed days off, the following hourly allowance shall be paid from the beginning of the pay week which includes:

1 March 2017	DKK	90.45
1 March 2018	DKK	91.90
1 March 2019	DKK	93.40

No additional overtime allowances shall be paid.

At the local level it may be agreed that the time intervals mentioned above shall start and end up to eight hours earlier than specified.

For example, if working Sunday ends on Sunday evening at 10:00 p.m., allowance according to para. 11 shall be paid for work performed from that time on.

Overtime

13. For overtime work carried out at the times which entitle to shift work allowance as described in paras. 11 and 12, such shift work allowance in the amount corresponding to the relevant time interval shall be paid in addition to overtime rate.

Work on or staggering of days off

14. If a paid day off cannot be given in exchange for work on a public holiday or a collectively agreed day off (para. 6), the following additional hourly allowance shall be paid for work on such public holiday or collectively agreed day off from the beginning of the pay week which includes:

1 March 2017	DKK	90.45
1 March 2018	DKK	91.90
1 March 2019	DKK	93.40

The same allowance shall also be paid if a prescheduled day off duty falls on a public holiday and no paid day off can be given in exchange therefore.

15. If a prescheduled day off duty is staggered without it being the consequence of a change of a predetermined rota scheme, the following hourly allowance shall be paid from the beginning of the pay week which includes:

1 March 2017	DKK 27.10
1 March 2018	DKK 27.50
1 March 2019	DKK 27.95

A prescheduled day off duty may not be staggered for a period in excess of four weeks unless otherwise agreed at the local level.

16. If an employee's prescheduled day off duty which falls on a weekday is cancelled, for work on that day he/she shall be entitled to a collectively agreed allowance for work on a guaranteed weekday day off.

Local agreements

17. In addition to the application of the provisions of the present section, agreements may be concluded at the local level so as to meet the specific needs of the company with respect to the arrangement of working hours, shift work and meal breaks as well as the settlement of payments over a period of time. Such agreements shall be made in writing.

Chapter 6

Provisions with regard to time-based wage rates

§ 23 Adult employees

1. The minimum hourly wage rate for adult employees shall be as follows from the beginning of the pay week which includes:

1 March 2017	DKK	122.15
1 March 2018	DKK	124.15
1 March 2019	DKK	126.15

§ 24 Drivers and asphalt workers

1. The minimum hourly wage rate for drivers and asphalt workers shall be as follows from the beginning of the pay week which includes:

1 March 2017	DKK	127.25
1 March 2018	DKK	129.25
1 March 2019	DKK	131.25
2. The term “drivers” refers to employees who primarily work as roller machine drivers, lorry drivers with HGV licences, drivers of tractors with loading and soil excavation tools, drivers of flatbed trailers and lorries with trailers for which special driver’s licences are required, drivers of excavators, heavy soil equipment, mobile cranes and construction cranes.
3. The term “asphalt workers” refers to employees who primarily work with transport and manufacture of bituminous road surface materials (including cleaning and repair works).

§ 25 Roofing works

1. The minimum hourly wage rate for roofers shall be as follows from the beginning of the pay week which includes:

1 March 2017	DKK 130.15
1 March 2018	DKK 132.35
1 March 2019	DKK 134.50

- The above specified rates apply to all repairs, minor roofing and coating works, outside work, removal of bulges, drying, snow removal, etc., not performed as piece work. The rates are equal to the minimum hourly wage rate specified in § 23 minus DKK 2.75 + 9%.

§ 26 Gardeners

Skilled gardeners may not be treated less favourably in terms of remuneration than stipulated in the collective agreement between Fagligt Fælles Forbund and Landsforeningen Danske Anlægsgartnere /National Association of Danish Landscape Architects/.

§ 27 New employees with no industry experience

The minimum hourly wage rate for new employees with no industry experience, for the first three months of employment, shall be as follows from the beginning of the pay week which includes:

1 March 2017	DKK 116.65
1 March 2018	DKK 118.65
1 March 2019	DKK 120.65

§ 28 General provisions

Pay determination

- The parties agree that it is a condition that there can and must be deviations from the minimum wage rate set out in the collective agreement because the wage system is 'moveable', and because there is a certain wage differentiation in the individual enterprise.

2. Thus, the employees' skills, experience, training and performance in production must be taken into account, and wages must also be affected by there being no or only negligible access to piecework or other performance-related pay systems. Moreover, regard must be had to the demands of the work in relation to the employee, including any special nuisances connected with the performance of the work.
3. The pay for individual employees is agreed in each case between the enterprise and the employee without interference on the part of the organisations. The trade union representative may be called in as an observer in the negotiations.
4. If desired, minutes of the meeting will be prepared.
5. Negotiations on adjustment of individual wages may be made once in every agreement year.

Disproportion as a whole

6. The organisations have a right to take proceedings pursuant to the procedure for the settlement of industrial dispute in cases where disproportion as a whole is assessed to exist.
7. The parties agree that one of the conditions for the existence of disproportion as a whole is that the wage level of the individual enterprise is considerably lower than the wage level in comparable enterprises in the industry. The parties agree that in itself it is not enough to establish disproportion that there is a substantial deviation from the general average pay within the industry. It is a condition that the enterprises are comparable within the same industry and geography.

Settlement of disputes

8. Disputes as to whether disproportion exists may be settled according to the industrial provisions in Chapter 16 on ordinary burden of proof principles. Any industrial case may be initiated on the basis of the conditions in an ongoing construction site.
9. During the organisation meeting, the parties seek to reach agreement as to whether disproportion exists and the level of any such disproportion. If the parties reach agreement, the case may be closed.

10. If during the industrial consideration of the case, it is not possible to reach agreement about disproportion, the case may be continued before an industrial arbitration tribunal, which will decide whether disproportion exists – and to the extent agreed – the level of any such disproportion.
11. Any disproportion found must if so requested be the subject of local negotiations.
12. If there is found to be disproportion, the parties may by industrial negotiations seek to reach agreement as to how the disproportion can be put to an end. However, any disagreement on the determination of wages cannot be continued before an industrial arbitration tribunal.

§ 29 Weather conditions

If the company or its representative declares that the execution of certain work must be suspended due to poor weather conditions, but expressly demands that the employee remains at the workplace while awaiting the opportunity to work, such waiting time shall be paid at the minimum rate stipulated in § 23.

§ 30 Day and night duty

Day and night duty shall be paid at the minimum rate applicable at the given time, cf. § 23, unless otherwise agreed at the local level.

§ 31 Welfare arrangements – non-permanent workplaces

Applicable legal regulations

1. Welfare arrangements shall be implemented as specified in the currently applicable executive order which forms part of the Collective Agreement, at present the “Executive Order No. 1516 of 16 December 2010 on the Conditions at Construction Sites and

Similar Places of Work issued by the Danish Working Environment Authority”.

2. If employees find that welfare arrangements do not comply with the applicable regulations, they may raise a complaint through their organisation.

Information meeting

3. An information meeting shall then be convened at the workplace with the participation of the parties and representatives of the organisations within five days unless the conditions have been rectified before. However, see also para. 8.
4. At the meeting it is determined whether the regulations have been complied with or not, and whether any shortcomings may be considered significantly to impair the utility value.
5. Should the parties present at the meeting agree that there are no shortcomings which would significantly impair the utility value, the case is closed.
6. If it is determined that there are shortcomings which significantly impair the utility value, shelter money rate 1 shall be paid from the day the complaint was raised in writing until the day the conditions are rectified.
7. If no agreement is reached at the meeting, either party may submit the case for resolution in accordance with the industrial dispute settlement procedure. Written minutes of the meeting are prepared, including the description of the subject matter of the dispute.
8. If the shortcomings are of such nature that the holding of information meeting would be obviously groundless, e.g. if there is no shelter at all in a place where it is required by the regulations, the employees may demand to be paid shelter money rate 2 from the day the complaint was raised in writing until the day the conditions are rectified.
9. Disputes within the scope of para. 8 shall be resolved in accordance with the Procedure for the settlement of industrial disputes.
10. Any shortcomings as described in para. 6 and para. 8 shall be rectified by the company within five working days of the date of

information meeting, respectively of the date on which the complaint was raised in writing. Otherwise the dispute may be submitted for resolution in accordance with the industrial dispute settlement procedure.

11. If the period of execution of the work does not exceed three working days or six man-days and the company does not make suitable toilet and eating facilities available, employees may demand shelter money rate 1.

Shelter money

12. Shelter money rate 1 per employee per day amounts to DKK 57.50.
Shelter money rate 2 per employee per day amounts to DKK 90.00.

Chapter 7 Special provisions

The following shall apply to new members of Dansk Byggeri and companies that were previously subject to the Collective Agreement for the Construction and Civil Engineering Sectors between SiD and BYG:

§ 32 Kilometre allowance

1. For the performance of work at a workplace located at a distance from 10 km to and including 35 km from the place of residence of the employee, the employee shall be paid kilometre allowance, at present DKK 1.93 per each commenced kilometre in excess of 10 km for both outward and return travel, for each day.
2. The above mentioned allowance is subject to adjustment in accordance with state rules for travel in excess of 20,000 km in a year.
3. No kilometre allowance shall be paid for distances up to 10 km or if the employer provides free transportation.
4. Separate agreements shall be made for distances exceeding 35 km.
5. Distances are calculated over the shortest practicable route.
6. Employees are not entitled to an increase of kilometre allowance during an ongoing piecework job even if the distance increases due to the change of place of residence of the given employee.
7. Where a limit of 10 km is specified in the above, the applicable limit is 5 km for North Zealand, Zones 1 and 2, including the County of Copenhagen.

Special Provisions for Roofing Work shall apply to companies that work with roofing work, irrespective of the date of the company's membership of the Danish Construction Association.

The following shall apply to companies that were previously subject to the Collective Agreement for the Construction and Civil Engineering Sectors between SiD and BYG:

§ 33 On-call duty

Agreements for on-call duty may be entered locally in accordance with the following rules.

1. If, according to agreement, an employee is obliged to be on call during duty periods which solely comprise public holidays and/or periods from the end of normal working hours on Friday until the beginning of normal working hours on Monday, the following hourly rate shall be paid from the beginning of the pay week which includes:

1 March 2017	DKK 25.85
1 March 2018	DKK 26.25
1 March 2019	DKK 26.70

2. When on call outside the above mentioned periods, the following hourly rate shall be paid from the beginning of the pay week which includes:

1 March 2017	DKK 20.85
1 March 2018	DKK 21.15
1 March 2019	DKK 21.50

3. When employees are called out to work during an on-call duty, the on-call duty allowance no longer applies and the normal agreed hourly rate shall be paid according to the stipulations for overtime, Sunday and holiday work.

Payment shall be made for whole hours and for a minimum of four hours.

If on-call duty comprises several employees, a duty roster shall be arranged.

It must be ensured that individual employees are not on continuous call.

The following shall apply to companies that were previously subject to the Collective Agreement for the Construction and Civil Engineering Sectors between SiD and BYG:

§ 34 Hotel accommodation and board

If, by agreement with the company, employees must stay overnight away from home, hotel and meal expenses (in a reasonable standard) shall be paid along with an allowance of DKK 121.75 per day.

Chapter 8

Payment of wages

§ 35 Wage pay period

1. The wage pay period ends on Saturdays at the end of the working hours unless otherwise agreed between the company and the employee.
2. The wage pay period is two weeks unless otherwise agreed at the local level.

§ 36 Payment of wages

Payment day

1. Payment of wages through banks, etc., may be made on Fridays.
2. Payment in cash or by cheque shall be made on Thursdays, as far as possible before the end of the working hours.

Public holidays

3. If Thursday is a public holiday, payment must be made on the preceding working day.

Suspension of work due to poor weather conditions, etc.

4. If work has been suspended due to poor weather conditions or other circumstances beyond the control of the company, payment may not be demanded until the following normal pay day.

Holidays

5. If a pay day falls during the employee's holidays, wages shall be paid on the first Thursday or, if applicable, Friday after the holidays.

Upon employment and dismissal

6. Employees dismissed by the company or its representative are not entitled to receive their wages until the first following ordinary pay day.
7. Upon dismissal, the employees dismissed by the company or its representative must be able to present documentation for the

number of hours that they worked, irrespective of whether they were paid for piece work or by the hour.

Payment of advances

8. Payments due for piece work advances on wages fall on wage pay days. Requests for such advances must however be submitted one week prior to the pay day.

Payment of piece work surplus

9. Payment of piece work surplus which is not subject to dispute shall be made on the first ordinary pay day following the end of the settlement period in which the protest deadline fell unless otherwise agreed at the local level.
10. Payment of piece work surplus which was subject to dispute shall be made on the first ordinary pay day following the end of the settlement period in which the dispute was finally resolved.

Uncollected piece work surplus

11. Uncollected piece work surplus shall be sent to the local branch of the federation.

§ 37 Payslips

1. Payslips with the following minimum information shall be used in connection with the payment of wages:
 - the company's CVR No. /company registration number/
 - hourly paid work
 - piece work/piece work surplus
 - overtime work
 - sick pay
 - accrued holiday pay and accrued pay for public holidays which fall on weekdays
 - kilometre allowance
 - ATP contribution
 - pension contribution
 - allowances for the first, second and third day of unemployment.

Electronic payslips

2. Companies may submit payslips regarding past or present employment by available electronic means of communication, e.g. e-Boks or e-mail, with releasing effect.
3. Should the company wish to make use of this option, it may do so upon three months' prior notice to its employees unless otherwise agreed. After the expiry of the notice period, the employees who are unable to collect their payslips electronically will be provided with the relevant documents upon request to the company.

Chapter 9

Performance-related pay

§ 38 Piece work lists, guideline time schedules and price schedules
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1. Companies which prior to 1 March 2004 were subject to the Collective Agreement for the Construction and Civil Engineering Sectors concluded by SiD and Danske Entreprenører /Danish Building Contractors' Association/ are still subject to the piece work lists, guideline time schedules and other price schedules within the scope of the collective agreement.
2. Companies which prior to 1 March 2004 were subject to the Collective Agreement for the Construction and Civil Engineering Sectors concluded by SiD and BYG are still subject to the price schedule agreed between the federation and BYG for construction and civil engineering works in the provinces and in North Zealand, Zones 1 and 2, including the County of Copenhagen.
3. Furthermore, the parties respect the collective agreements entered between the organisations within Dansk Arbejdsgiverforening /DA, the Confederation of Danish Employers/ and Landsorganisationen i Danmark /LO, the Danish Confederation of Trade Unions/ with regard to the works which are not specified in the above mentioned price schedules.
4. Companies which become members of Dansk Byggeri after March 2004 conclude local agreements as to which of the above mentioned piece work lists and price schedules the parties shall apply. If the parties cannot reach agreement at the local level, the dispute shall be resolved in accordance with the Rules for the settlement of industrial disputes.

§ 39 Piece work rules

Price lists and schedules

1. Works which are specified in price schedules, piece work lists and

“Guideline Time Schedules” (hereinafter referred to as price schedules and data sheets) shall be performed as piece work within the time and at the rates stipulated in the aforementioned documents unless the piece work rate is established based on time and motion studies or there is another agreement between the company and the employees concerned.

2. No hourly pay as specified in § 23 is guaranteed for work performed under the piece work system.
3. Each of the organisations may at any time demand basic time specifications for the provision of piece work as stipulated in the piece work lists be revised, using time and motion studies in so far as there are available resources for the execution of such studies. The issue may also become subject to debate in the committee for piece work time specifications.

Ad-hoc work

4. Members of a piece work team may not refuse to carry out ad-hoc work against payment in accordance with the collective agreement if such ad-hoc work is directly connected with the given piece work and shall be executed at the same workplace, nor may they refuse to carry out simple, minor ad-hoc works in the absence of other employees.

Unloading materials

5. The employees are obliged to help with unloading materials against additional payment.

Piece work shortfall

6. The company is, at its own responsibility, entitled to clear accounts for the piece work if the employees run into a shortfall.

Information to the work team

7. If information on the employment and work conditions of a work team is given to the team's representative, the latter is obliged to pass it on to the team. Such information shall be considered as having been brought to the team's knowledge.

§ 40 Negotiations once in a collective agreement year

Negotiations with regard to the basis for payments under the piece work system, bonus schemes, performance-related incentives and other remuneration schemes which aim to boost productivity may be held maximum once in a collective agreement year.

§ 41 Apprentices' participation in piece work

1. Adult employees may not deny apprentices to participate in piece work.
2. If apprentices carry out piece work together with adult employees, the company shall conclude a local agreement with such adult employees as to the apprentices' share in payment for the piece work.

§ 42 Determination of piece rates according to "Guideline Time Schedules"

"Guideline Time Schedules"

1. The use of data sheets may be demanded for the purpose of negotiating piece rates for work which is covered by "Guideline Time Schedules" issued by the organisations.
2. Similarly, the use of "Guideline Time Schedules" may be demanded in case of work performed at non-permanent workplaces with the help of mechanical equipment and according to methods not provided for in the piecework list, where conducting local time and motion studies would not be suitable or desired by both parties.

Deviations

3. If deviations from the values specified in data sheets occur during the execution of works covered thereby, reduction or increase of time limits stipulated in the data sheets must be negotiated.

4. If no agreement is reached, any of the parties may demand the reduction or increase of time limits in accordance with the Rules for the settlement of industrial disputes.
5. Reduction or increase of time limits ordered by way of industrial dispute settlement procedure (or industrial arbitration procedure) may become subject to revision by way of a new arbitration procedure if so required by any of the organisations.

New data sheets

6. The organisations unanimously agree to expand the basis for payment for works which may be carried out under the piece work system by means of developing new data sheets within appropriate scope.

§ 43 Determination of piece rates on the basis of time and motion studies
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Upon carrying out time and motion studies aimed at determining piece rates, and upon determining piece rates on the basis of conducted time and motion studies, the rules and minute factors adopted for time and motion studies in the collective agreement shall be used.

§ 44 Execution of piece work on other basis
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1. The organisations shall endeavour to ensure that works which are suitable to be performed under the piece work system, but which lie outside price schedules and data sheets, were performed as piece work.
2. In such case, price schedules and data sheets shall be used as guidelines for the agreement on the terms and conditions of execution of piece work between the company and the employees.
3. Upon concluding agreement on piece work which lies outside price schedules and data sheets, all provisions and special conditions for carrying out the work should be written down in advance and

signed by the parties or their representatives. Such provisions and conditions may not be questioned by the employees who are later taken on for the work.

4. If agreement cannot be reached on terms and conditions for carrying out the work under the piece work system, the work shall be performed on an hourly basis according to the stipulations on hourly pay.
5. Disputes regarding terms and conditions of piece work may be resolved in accordance with the Procedure for the settlement of industrial disputes, but not by way of industrial arbitration unless the organisations agree to do so.
6. Disputes regarding the execution of work under the piece work system may not be cause for work stoppage.

§ 45 Minute factors

1. From the beginning of the pay week which includes 1 March 2017 the rates shall be as follows (excluding the regular hourly allowance):
In Copenhagen and North Zealand, Zones 1 and 2 223.80 øre
In the provinces 210.15 øre
From the beginning of the pay week which includes 1 March 2018 the rates shall be as follows (excluding the regular hourly allowance):
In Copenhagen and North Zealand, Zones 1 and 2 227.80 øre
In the provinces 214.15 øre
From the beginning of the pay week which includes 1 March 2019 the rates shall be as follows (excluding the regular hourly allowance):
In Copenhagen and North Zealand, Zones 1 and 2 232.80 øre
In the provinces 219.15 øre
Regular hourly allowance
Unless otherwise agreed, an addition of DKK 25.50 applies to each piece work hour.
2. Special provisions with regard to roofing works
From the beginning of the pay week which includes 1 March 2017

the rate is (including the regular hourly allowance) 260.73 øre
From the beginning of the pay week which includes 1 March 2018
the rate is (including the regular hourly allowance) 264.73 øre
From the beginning of the pay week which includes 1 March 2019
the rate is (including the regular hourly allowance) 269.73 øre

The capital city

The minute factor for work performed in the capital city, i.e. within the area shaped as a circle with the centre at Rådhuspladsen /Town Hall Square/ and a radius of 27 kilometres, is equal to the currently applicable minute factor for the provinces + 6.4 øre a minute.

The minute factors include the regular hourly piece work allowance of DKK 25.50.

§ 46 Piece work advances

Work under the piece work system

1. For work performed under the piece work system the amount equivalent to the minimum wage rate, cf. § 23, shall be paid in advance.
2. If the work being performed is of a longer duration, once in every four weeks the employees concerned can request the payment of an advance equivalent to 90% of the total amount due for the work performed according to the applicable piece rates.
3. Should the company demand final piece work accounts for a part of the piece work agreement while the work is in progress, such final accounts shall be scrutinised according to the provisions of § 48, after which an advance of up to 90% shall be paid.

Work under the piece work system in connection with conducting time and motion studies

4. When conducting time and motion studies in order to determine the time necessary to perform individual work tasks for use as a calculation basis for the piece rates for the employees who carry out the given work, the minute factor agreed from time to time between the organisations minus 10% shall be paid in advance.

5. Once the piece work calculations have been completed, payment shall be made according to the above mentioned rules.

The following percentage allowances shall be taken into account when calculating advances.

If 15% or less of the anticipated number of units has been completed,

the following is added to the basic time for the completion of the given number 40%

If more than 15% but less than 25% has been completed 30%

If more than 25% but less than 35% has been completed 25%

If more than 35% but less than 45% has been completed 20%

If more than 45% but less than 55% has been completed 15%

If more than 55% but less than 65% has been completed 10%

If more than 65% but less than 75% has been completed 5%

§ 47 Demand for a piece work agreement for tasks which are not included in price lists and schedules

1. Any demands for payment for tasks which are not included in piece work lists, price lists and schedules and data sheet must be put forward as early as possible during the course of work.
2. If a representative of the employees submits a written demand for a piece work agreement to the company or its representative, the company shall respond thereto in writing within six working days.
3. Once the company has submitted its bid, cf. para. 2, in reply to the demand, the employees shall respond thereto in writing within six working days.
4. The day of receipt is not included in the above deadlines.
5. If the deadline mentioned in para. 2 or para. 3 is not met, the demand or bid, respectively, shall be regarded as accepted.
6. The deadlines shall be regarded as having been met if the demand or bid, respectively, was sent by registered mail prior to their expiry or if it can indisputably be proven that such demand or bid came into the possession of the counterparty prior to the expiry of the

deadlines.

7. Disputes between the company and the representative of the employees regarding the demands and bids, respectively, shall be resolved in accordance with the Procedure for the settlement of industrial disputes.

§ 48 Piece work accounts

Measurement of the works

1. Once the piece work has been completed, the company and the employees together conduct measurement of the works.
Both parties may be represented by attorneys.

Deadline for the submission of accounts

2. Piece work accounts must be submitted to the company at the latest four weeks after the employees have clearly been informed that the full scope of the relevant piece work was completed.
3. Otherwise the employees' right to piece work surplus, if any, expires.

Keeping accounts

4. If the company keeps weekly work records, they shall be submitted to the team foreman or another representative of the employees for signature. Otherwise, the employees' own working time register shall be the basis for payment unless the lack of signature on the weekly work records is due to the fault of their representative.
5. Should disagreement arise between the company and the employees' representative on the contents of weekly work records, the employees' representative shall sign them with reservation.
6. Unless otherwise agreed, weekly work records shall be considered approved if no objections have been made to them within seven days of the date of payment.

Objections to accounts

7. The company may raise objections to the accounts presented by the employees. Objections shall be submitted in writing to the

employees within six working days of the receipt of the accounts by the company, but at the earliest ten working days of the completion of the works. The day of receipt is not included in the above deadlines.

8. Saturdays are not included in a five-day working week.
9. The deadline for raising objections to the accounts shall be regarded as having been met if the objections were sent by registered mail prior to the expiry of such deadline.
10. If it is indisputable that the accounts were sent by a local measurement company, objections may be submitted to such company instead of the employees.
11. The points and amounts which cannot be accepted must be specified in the objections. If the deadline for raising objections is not met, the accounts shall be considered as approved.
12. If the company or employee have announced aggregate (main) holiday, the deadlines shall be prolonged for a period of the holiday.

Dispute resolution

13. Within two weeks of the expiry of deadline for raising objections, the company and the employees shall undertake negotiations with regard to the disputable amounts.
14. If no agreement is reached by way of negotiations, the dispute shall be resolved in accordance with the Procedure for the settlement of industrial disputes.
15. However, written request for mediation must be submitted within six weeks of the expiry of deadline for raising objections. Otherwise the disputable part of the claim shall become void.

Special provisions

Team foreman

16. If a team foreman employed by the company takes part in the execution of piece work tasks, any allowance he/she may have in addition to his/her ordinary hourly rate is not considered as paid hourly wage when piece work accounts are being settled.

17. If the company imposes extra work on the team foreman over and above managing the piece work team and executing the piece work tasks, the company shall keep the piece work team indemnified against any financial damage.

Quantitative discrepancies

18. If the given piece work is based on piece work studies and the employees, due to reasons attributable to the company, complete fewer or more units (repetitions) than it was assumed, the anticipated basic time shall be adjusted according to the rules in "Guideline Time Schedules" in connection with the settlement of piece work accounts.
19. Disputes regarding the adjustment of basic time due to deviations from the anticipated values shall be resolved in accordance with the Procedure for the settlement of industrial disputes.

Work interruption

20. If work is to be interrupted for a period exceeding three weeks, the employees shall be entitled to the settlement of piece work accounts within ten days thereof.
21. Overtime allowance, allowance for night work and for work on Sundays and public holidays is not considered as paid hourly wage when piece work accounts are being settled.

§ 49 The use of time and motion studies and guideline time schedules

Time and motion studies as a reliable basis

1. Fagligt Fælles Forbund and Dansk Byggeri have concluded an agreement on the use of time and motion studies.
2. The purpose of the agreement is to improve productivity. Productivity can be increased by discovering:
 - the most suitable working methods under the conditions
 - a reliable basis for establishing time necessary for the performance of piece work tasks, and there is unanimity as to the fact that time and motion studies are a necessary tool in

respect thereto.

3. Through the agreement the organisations pledge their support for both the organisations' and the individual companies' efforts for the use of time and motion studies.

Guideline time schedules

4. Fagligt Fælles Forbund and Dansk Byggeri have concluded an agreement on developing data sheets for guideline time limits for specified and normally occurring work tasks performed with the use of mechanical equipment and according to methods which are not provided for in piece work lists.
The texts of the said agreements are available upon request to the organisations.

§ 50 Price Schedule Committee for Paving Works

The parties establish a price schedule committee based on the equal representation rule (3+3 members), in order to implement changes of piece work rates for paving works in Copenhagen, North Zealand, Zone 1 and 2, and in the provinces.

The organisations appoint their representatives to the committee.

The following shall apply to companies that were previously subject to the Collective Agreement for the Construction and Civil Engineering Sectors between SiD and BYG:

§ 51 Permanent Price Schedule Committee

1. The parties establish a price schedule committee based on the equal representation rule. The purpose of the committee is to establish prices and rates for works performed with the use of new materials which are not listed in the price schedules mentioned under § 38 para. 2 and to deal with issues related to the changes of working conditions (e.g. through the use of work-saving machinery, electrical hand tools, etc.).

2. If the parties agree to establish prices for such works, these shall apply until declared invalid by one of the parties upon the expiry of the Collective Agreement.

Agreement as to the establishment of prices for such works is an integral part of the Collective Agreement.

The prices shall be included as an addendum to the above mentioned price schedules.

3. If the committee fails to reach an agreement on the establishment of prices, the issue shall be resolved by way of industrial dispute settlement procedure.

Chapter 10 Pensions

§ 52 Pension and health scheme

1. Companies pay pension contribution for adult employees who are over 18 years of age and for apprentices who are over 20 years of age, and who have been employed under a collective agreement between the unions and associations within BAT /Bygge-, Anlægs- og Trækartellet, Confederation of Trade Unions of the Construction Civil Engineering and Timber Sectors/ and Dansk Byggeri or Tekniq/Installatørernes Organisation, Installation Companies' Organisation) for six months or who have been in paid work for an equivalent period.

Pension contribution

2. Pension contribution is 12% of the employee's remuneration (which constitutes calculation basis for holiday pay) plus holiday pay and pay for public holidays which fall on weekdays. The employee pays 4% of the total contribution amount and the company pays 8%.
3. Employees have the right to increase their contributions.

Payment of pension contribution

4. The parties agree that the companies shall make the payment of the employee's part of the contribution and shall transfer the total contribution to PensionDanmark. Pension contributions are payable at the latest on the tenth day of the month following the period for which they are due. For more information please refer to the instructions from PensionDanmark.
5. Issues regarding missing declarations and contribution payments are resolved in accordance with the provisions of the protocol on pension contributions to PensionDanmark of 28 January 2011.

Increased pension contributions during maternity leave

6. An additional pension contribution is paid during the 14-week maternity leave for employees with 6-months' seniority at the expected time of childbirth.

The pension contribution amounts to
per month DKK 2,040.00
per hour DKK 12.75
The company pays 2/3 and the employee 1/3 of the contribution.

Health scheme

7. Companies which until present have not had a health scheme approved by the organisations, shall establish a health insurance scheme with PensionDanmark.
8. Health insurance contribution is 0.15% of the employee's remuneration (which constitutes calculation basis for holiday pay) plus holiday pay and pay for public holidays which fall on weekdays. The contribution is payable by the company and transferred together with pension contributions.
9. The health scheme shall comprise telephone counselling in case of need for emergency psychological aid, addiction counselling or a guide to the health service sector.
10. The scheme must also comprise treatment by physiotherapists, chiropractors or masseurs for work-related problems with joints, muscles and tendons, as well as fast diagnostics.
11. The companies may, with prior consent of the parties, terminate the health insurance scheme with PensionDanmark upon three months' notice provided that they join another health scheme which is at least equivalent to the scheme of PensionDanmark.

Chapter 11

Sickness, child's first sick day, etc.

§ 53 Sickness and injury

Duration

1. The company shall pay wages during the employee's absence caused by sickness for a period of up to four weeks starting from the first whole day of absence.

The company shall pay wages during the employee's absence caused by injury for a period of up to eight weeks starting from the first whole day of absence.

Relapse

2. If the employee, within 14 calendar days of returning to work after the first period of sickness, suffers a relapse and again becomes absent due to the same sickness, the 4- or 8-week period, respectively, in which the company pays wages to the employee, shall be counted from the first day of absence during the first absence period.

Sick pay entitlement

3. The employee must have been continuously employed by the company for at least three months and must fulfil the requirements of the Sickness Benefit Act /Sygedagpengeloven/ as to the right to receive sickness benefit from the employer.

Seniority

4. Seniority requirement for employees who work at non-permanent workplaces shall be regarded as having been met if the employee has had a total of three months' employment within the last 18 months.

Injury during working hours

5. The seniority requirement specified in para. 3 does not apply to absence due to injury suffered at the company during the course of work.

The condition that the employee should be entitled to sickness benefit pursuant to the provisions of the Sickness Benefit Act still applies.

Seniority during training

6. Apprentices shall have achieved three months' seniority if they undertake employment in the same company after their training period.

Interruption of seniority

7. Seniority at the company shall not be considered to be interrupted in connection with:
 - sickness of up to three months
 - call-up for military service (but only up to three months)
 - maternity leave
 - work interruption due to machinery breakdown, shortage of materials, etc., provided that the employee resumes the work when given the possibility by the company.

Payment

8. Sick pay consists of sickness benefit which the employee is entitled to, supplemented up to full pay, but to no more than the following total amounts per hour from the beginning of the pay week which includes:

1 March 2017	DKK	143.00
1 March 2018	DKK	145.00
1 March 2019	DKK	147.00

and for no more than 37 hours a week.

Calculation of sick pay

9. Sick pay is calculated as the employee's expected loss of earnings per working hour in the period of absence, including systemically occurring inconvenience allowances.
10. If the expected loss of earnings per hour is not known, sick pay shall be calculated based on the employee's earnings during the last four weeks prior to the absence, including systematically occurring inconvenience allowances but not irregular payments which are not related to the work performed during the period.

11. If the number of working hours in the preceding 4-week period is not known, the number of hours shall be calculated pursuant to the provisions of the Sickness Benefit Act and sick pay – for no more than 37 hours a week – shall be calculated by multiplication of the number of hours by DKK 143.00/145.00/147.00 respectively.

Sickness/accident during the course of a working day

12. If an employee becomes unable to work due to falling sick or suffering from an accident during the working day, the company shall pay the employee's personal hourly wage for the rest of the day.
13. If the employee performs piece work, the company shall pay the applicable sickness benefit for the relevant number of hours.

Agreements pursuant to section 56

14. If an agreement pursuant to section 56 of the Sickness Benefit Act has been concluded with the employee, the company shall solely pay sickness benefit in accordance with the provisions of the said Act unless the absence is due to another sickness than the one which is covered by the agreement.

§ 54 Child's first sick day

1. Employees and employees on training courses are allowed time off whenever this is required to take care of their own child/children below the age of 14 during periods of sickness at home.
2. Time off is granted to one parent only and only during the child's first whole day of sickness.
3. If the child falls ill during the employee's working day, and the employee has to leave work for that reason, the employee is entitled to time off for the remaining working hours of the day in question.
4. For the day off, the employee receives the same pay as for a day of absence caused by his/her own sickness.
5. The payment is conditional upon the submission of documentation required by the company.

§ 55 Child's hospital stay

1. Employees and employees on training courses are allowed time off when it is necessary in connection with hospitalisation, including when the hospitalisation is entirely or partly in the home. The rule applies to children under 14 years of age.
2. The time-off is granted only to one of the holders of parental responsibility over the child and only for a total of up to one week per child during a 12-month period.
3. Upon request of the company, the employee shall present documentation for hospital admission.
4. For the time-off the employee shall receive the same pay as for the time of absence caused by his/her own sickness.

§ 56 Childcare days

1. Employees and employees undergoing training who are entitled to child's first sick day are entitled to two childcare days per holiday year. An employee may take a maximum of two childcare days per holiday year irrespective of how many children the employee has. The rule applies to children under the age of 14.
2. The days must be taken according to agreement between the enterprise and the employee with due regard to the best interests of the enterprise.
3. The childcare days are without pay, but the employee may – following a request to this effect – be paid an amount from his or her public holiday and floating holiday allowances accounts.

§ 57 Childbirth

Pregnancy/maternity leave

1. Employees who at the expected time of childbirth will have had a total of six months' employment within the last 18 months, shall receive pay from the company during absence related to childbirth

in the period from four weeks before the expected time of birth until 14 weeks after the birth (pregnancy leave/maternity leave).

2. Adoptive parents shall receive pay from the company during absence related to adoption in the period of 14 weeks starting from the reception of the child.

Paternity leave

3. Subject to the above mentioned rules employees on paternity leave shall be paid for a period of up to two weeks.

Parental leave

4. Subject to the above mentioned rules employees on parental leave shall be paid for a period of up to 13 weeks. Each of the parents is entitled to five out of the above mentioned 13 weeks.

If the parent does not take the leave which he/she is entitled to, the payment shall not be due.

The remaining three weeks of parental leave may be taken either by the mother or by the father of the child.

The whole 13-weeks' leave shall be taken within 52 weeks of the child's birth. Unless otherwise agreed, the parent must inform the company about his/her decision to take parental leave at three weeks' notice.

The leave of each of the parents may be split into no more than two parts unless otherwise agreed.

Payment during pregnancy, paternity and maternity leave (and until 1 July 2017 during parental leave)

5. Payment during pregnancy, paternity and maternity leave (and until 1 July 2017 during parental leave) corresponds to the wage the parent concerned would have received in the period, however up to the following hourly maximum from the start of the pay week that includes:

1 March 2017	DKK	143.00
1 March 2018	DKK	145.50
1 March 2019	DKK	147.00

The amounts include the statutory maximum benefit rate.

Payment during parental leave after 1 July 2017

6. Payment during parental leave is full pay.
7. Pay during parental leave is calculated as the employee's expected

loss of income per working hours including systematically occurring nuisance compensation during the leave period.

8. If the expected loss of income per working hours is unknown, the pay during the leave is calculated on the basis of earnings in the last 13 weeks prior to the start of the leave. Earnings include systematically occurring nuisance compensation but not irregular payments with no relation to the working hours performed in the period. Any piece-work surplus in the 13-week period is included pro rata with the hours that relate to the piece-work surplus.
9. If the number of working hours performed in the preceding 13-week period is unknown, the number of hours is calculated on the basis of working hours of 37 hours a week.
10. Payment is conditional on the enterprise being entitled to a refund equivalent to the maximum unemployment benefit rate. If the refund amounts to less, payment to the employee is reduced correspondingly.

§ 58 Sick care days

Under the present Collective Agreement, employees are entitled to take time-off to care for seriously ill close relatives.

Chapter 12

Provisions on holiday leaves and national holidays

§ 59 Holiday entitlement

1. Each month of employment in a calendar year entitles to 2.08 days of holiday.
2. For periods of employment of less than one month, the holiday leave entitlement shall be calculated on a pro-rata basis.
3. The calculation of holiday leave entitlement shall include periods of sickness absence for which the company has made contribution for holiday pay, periods of sickness absence for which the company has paid collectively agreed wages, absence due to childbirth/adoption, training, collectively agreed days off and absence on child's first sick day and during child's hospital stay.
4. Holiday is granted in the form of whole days off, i.e. holiday entitlement is rounded up or down to the nearest natural number.
5. If an employee has not accrued full holiday entitlement (25 days) with holiday allowance or wages, the employee may take the number of holiday days supplemented up to full holiday entitlement without the right to holiday allowance or wages for such additional days.

§ 60 Taking holidays

1. Holiday leave must be taken in the year following the one in which it is accrued. The year for taking holiday leave ("holiday year") runs from 1 May to 30 April.
2. Holiday leave starts at the beginning of normal working hours on the first day of the employee's absence and terminates at the end of the working hours on the last day.
3. If holiday leave is taken in the form of whole weeks, it terminates at the beginning of normal working hours on the first normal working day after the end of the holiday.

Main holiday

4. Main holiday shall be taken in the form of an unbroken period of at least 15 days in the period from 1 May to 30 September (“holiday season”).
5. If an employee has accrued less than 15 days holiday, the whole accrued holiday shall be the main holiday.
6. At the local level it may be agreed that the main holiday is taken outside the holiday season, but at least 10 days must be granted as a continuous period.

Residual holiday

7. The remaining days of holiday (“residual holiday”) may be taken outside the holiday season, but at least five days must be granted as a continuous period. If the total number of the remaining days of holiday is less than 5, they all must be taken as a continuous period. If desired for the company’s operational reasons, the residual holiday may be taken in the form of single days.

Placing holidays

8. The company determines when holidays should be taken by way of negotiations with the employees.
9. The employees’ wishes for the placing of holidays, including wishes for the main holiday to be taken during summer school holidays of the employees’ children, should be accommodated to the greatest possible extent.
10. The company informs the employees when the holidays are to be taken as early as possible in advance, giving at least three months’ notice of the start of the main holiday and at least one month’s notice of the start of residual holidays unless special circumstances render it impossible.

Rescheduling of holidays

11. The company may change the dates of previously scheduled holidays if necessary due to significant, unpredictable operational considerations.
12. Employees must be compensated for any financial losses that such changes may entail.

13. Holidays which already have started cannot be postponed.

Collective holiday closure

14. If the company is closed for holidays, the employees who are not entitled to accrued holiday for all of the days the company is closed for, cannot claim compensation on the grounds of the closure.

Collective holiday closure between Christmas and New Year

15. If the company is closed on working days between Christmas and New Year, the company shall decide, cf. provisions on the placing of holidays, that employees who have accrued more than 15 days of holiday leave shall take holidays during this period.
16. If the company does not schedule holidays between Christmas and New Year, the company must pay wages to the employees for the days concerned.
17. The wages shall be calculated based on the employee's normal wages in the last four weeks before Christmas.

§ 61 Sickness during holidays

1. If an employee is sick when a holiday begins, the employee shall not be obliged to take the holiday and the holiday may be postponed.

If an employee falls sick during holiday, after five days of sickness the employee shall be entitled to compensatory holiday upon the presentation of medical certificate.

The employee must report sickness to the company in the ordinary manner.

When the employee has recovered, he/she must notify the company whether he/she wishes to begin the holiday.

If the employee does not wish to begin the holiday, a new date for the holiday must be determined with proper notice.

Sickness during collective holiday closure

2. If an employee falls sick during collective holiday closure of the company, after five days of sickness the employee shall be entitled to compensatory holiday upon the presentation of medical certificate. The right to compensatory holiday is subject to the condition that the employee has reported sickness to the company in the ordinary manner.

Recovery during collective holiday closure

3. If an employee who had fallen sick prior to the beginning of a collective holiday closure reports back to work during the closure, the employee shall resume work and shall be entitled to have his/her holiday leave postponed to another date.
4. If the employee cannot be offered employment during the period, his/her holiday leave shall be considered to have started at the time of reporting back to work unless otherwise agreed.
5. The holiday which the employee has been prevented from taking by his/her sickness shall be taken immediately after the originally scheduled holiday unless otherwise agreed.

§ 62 Transfer of holidays

1. At the local level it may be agreed that accrued but non-taken holiday days in excess of 20 days may be transferred to the subsequent holiday year.
2. A maximum of 10 holiday days may be transferred and taken at the latest in the second holiday year after the transfer of the holiday.
3. The agreement must be entered in writing prior to the end of the holiday year concerned and cannot comprise more days than the number to which the employee has become entitled to in the company.
4. The organisations together will draw up a standard form for entering agreements with regard to the transfer of holiday.
5. If an employee who has transferred his/her holiday resigns before all holiday has been taken, holiday allowance shall be paid for the holiday days in excess of 25 in connection with

resignation.

6. If an employee, because of sickness, maternity leave, adoption leave or other absence due to a leave is prevented from taking his/her holiday, the employee and the company may agree to transfer the holiday to the following year, irrespective of the number of transferred holiday days in general. Such agreement shall be entered on the same terms as described above.
7. Holidays to the extent corresponding to transferred holiday may not be placed so they are taken during a period of notice, unless the holidays pursuant to the above mentioned agreement are placed to be taken in the notice period.

§ 63 Holiday allowance

1. Holiday allowance amounts to 12.5% of the total wages during the year in which the entitlement accrued ("holiday-earning year").
2. The company shall calculate holiday allowance on all taxable wages, salary and fringe benefits for which no deduction from income is granted and which constitute remuneration for work during employment.

Calculation of holiday allowance for sickness periods

3. The company shall also pay sickness allowance for the employee's periods of absence due to sickness or injury during the holiday-earning year according to the provisions of section 25 of the Holiday with Pay Act, from the second day of absence due to sickness.
4. Holiday allowance amounts to 12.5% of the total collectively agreed sick pay during the holiday-earning year.
5. Holiday allowance for sickness periods for which the employee did not receive sick pay shall be a fixed amount per working day, cf. agreement of 1 December 1972 between DA, and LO. The amount is subject to adjustment at the beginning of each calendar year.

For the holiday earning year 2017, holiday allowance for sickness periods amounts to the following per working day:

	Copenhagen	The provinces
Skilled	183.90	172.05
Unskilled	166.20	169.25

The above mentioned amounts are per working day and payment is based on a five-day working week.

6. In case of part-time employees, the fixed amount is calculated taking into account the difference between the agreed number of weekly working hours and the full number of hours, i.e. 37 hours.

§ 64 Holiday card scheme

1. The company shall issue a holiday card for the past holiday earning year to the employee at the latest by 15 February.
2. The holiday card must specify the employee's name and address, the wages he/she has received, the associated holiday allowance and the number of holiday days, deduction of tax at source and the amount of holiday allowance per one day of holiday leave.
One of the standard holiday cards which have been approved by the organisations shall be used.
3. If the employee has not received other documentation for accrued holiday allowance, upon termination of employment the company shall issue a certificate with information about the employee's accrued holiday allowance and the number of accrued days of holiday leave.
4. An employee who has received a provisional certificate for outstanding holiday pay and holiday entitlement is obliged to inform the company of any changes of his/her address.

Electronic holiday cards

5. Companies may submit holiday cards regarding past or present

employment by available electronic means of communication, e.g. e-Boks or e-mail, with releasing effect.

6. Should the company wish to make use of this option, it may do so upon three months' prior notice to its employees unless otherwise agreed. After the expiry of the notice period, the employees who are unable to collect their holiday cards electronically will be provided with the relevant documents upon request to the company.

Payslip as holiday card

7. In companies which do not use holiday cards, the employees receive a holiday allowance specification with information about the amount and the number of days of holiday leave, at the end of the year or upon termination of employment.
8. The said specifications shall be detailed and contain at least the following data:
 - wages which constitute calculation basis for holiday pay
 - pension contribution to PensionDanmark
 - AM contribution /Arbejdsmarkedsbidrag, labour market contribution/
 - tax deducted at source
 - ATP contributionand other available pay processing information.
9. Furthermore, the pay specification must also contain relevant details about holiday allowance, allowance for public holidays which fall on weekdays, floating holiday allowance and the number of accrued and taken days of holiday leave.

Attestation of holiday cards

10. Employees who are in work or are serving military service endorse their holiday card with the holiday period, the date the holiday begins, the number of holiday days to be taken and the amount of the corresponding holiday allowance.
11. If the employee has no work at the time the holiday is to be taken, the holiday card must be endorsed by the unemployment insurance fund (if he/she is receiving benefits from the fund) or by the social services department of the relevant municipality.

Issue of residual holiday card

12. If an employee does not take the whole of the holiday he/she has accumulated as a continuous period, the company which has issued the holiday card shall pay the amount corresponding to the holiday. A new holiday card must be issued for the residual amount.

§ 65 Payment of holiday allowance
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1. Employees are entitled to holiday allowance from the companies in which they previously were employed against return of the holiday card issued by the company.
2. Holiday allowance shall be paid at the latest one month prior to the beginning of the holiday provided that the employee has submitted a duly completed and attested holiday card in time.

Payment of holiday allowance without holidays being taken

3. Holiday allowance shall be paid without the holiday actually being taken in the circumstances which are enlisted below.

The employee leaves the labour market

4. Holiday allowance for the preceding and the current holiday earning year shall be paid to the employee if the employee leaves the labour market due to his/her age or the state of health, or if the employee moves permanently abroad and this is notified in the Civil Registration System.

Holiday allowance of DKK 750.00 or less upon termination of employment

5. Holiday allowance may be paid out to the employee upon termination of employment if the amount is DKK 750.00 or less after the deduction of income tax and AM contribution.

The company may not pay out holiday allowance based on the present paragraph to the same employee more than twice in any one holiday earning year.

Holiday allowance of DKK 1,500.00 in total

6. Holiday allowance for the holiday earning year shall be paid to the

employee at the beginning of the holiday year irrespective of whether the holiday is taken if the amount is DKK 1,500.00 or less after the deduction of income tax and AM contribution.

If an employee wishes to receive holiday allowance without taking the holiday, cf. above, he/she must sign his/her holiday card and submit it to the company together with documentation proving that the conditions for the payment of holiday allowance have been met.

The employee is unable to take holiday

7. Employees who, due to military service, sickness, childbirth, residence abroad, commitment to prison or other forced institutionalisation, undertaking self-employment or work at home, are prevented from taking a part or the whole of their holiday leave shall after the end of the holiday season but before the end of the holiday year receive their holiday allowance without taking the holidays.

Death

8. In the event of death, holiday allowance becomes part of the estate of the deceased.
Prior to the payment of holiday allowance, the employee's holiday card must be attested and supplied with information about the occurrence of the above mentioned circumstances.

§ 66 Payment of holiday allowance at the end of the holiday year

Holiday allowance which has not been collected by the employee before the end of the holiday year (30 April) shall be paid to the employee in the circumstances which are enlisted below.

Holiday allowance under DKK 2,250.00

1. If the total amount of uncollected holiday allowance, holiday wages and possible holiday supplement is less than DKK 2,250.00 after the deduction of income tax and AM contribution, the company shall pay holiday allowance to the employee at the end of the holiday year (30 April).
The employee shall receive the payment no later than 15 June.

Holiday allowance under DKK 3,000.00 for holiday which has been taken

2. If holiday allowance for holiday which has been taken amounts to DKK 3,000.00 or less after the deduction of income tax and AM contribution, and has not been collected by the employee by the end of the holiday year (30 April), the allowance shall be paid by the company upon written request from the employee submitted on a form approved by the Agency for Labour Market and Recruitment.

Uncollected holiday allowance for employees whose employment has been terminated

3. Holiday allowance which had not been collected by the employee before the end of the holiday year and which had accrued during the period of employment which was terminated at the latest at the end of the holiday year (30 April) shall be paid out by the company irrespective of the amount upon written request from the employee submitted on a form approved by the Agency for Labour Market and Recruitment.

Holiday allowance for the fifth holiday week

4. Holiday allowance which had not been collected by the employee before the end of the holiday year (30 April) or holiday wages and holiday supplement which had not been collected by the employee before the end of the holiday year, and which relate to accrued holiday entitlement for employment exceeding 9.5 months' duration in total in a single holiday earning year (fifth holiday week), and which have not been transferred to the following year in accordance with the provisions of § 61 of the Collective Agreement, shall be paid out by the company upon written request from the employee submitted on a form approved by the Agency for Labour Market and Recruitment.

Loss of right to payment

5. The right to payment of uncollected holiday allowance, cf. para. 2, 3 and 4 expires if the employee fails to submit written request on a form approved by the Agency for Labour Market and Recruitment at the latest on 30 September in the calendar year in which the holiday year ended. The amount is transferred to the holiday fund, cf. § 68.

Trading in holiday cards and exercising rights by creditors

1. Any and all agreements for the assignment of holiday cards or rights to holiday allowances shall be null and void. Furthermore, holiday cards may not be made object of legal proceedings.

Expiry of right to holiday allowance

2. The right to holiday allowance which has not been collected within three years of the end of the holiday year in which the holiday should have been taken expires and the amount is transferred to Byggegruppens Feriefond /Construction Group Holiday Fund/ unless the employee has raised a legal claim for payment, made a demand under industrial dispute settlement procedure, reported the case to the police, filed a petition for bankruptcy or made an application to the management of the Agency for Labour Market and Recruitment.

Renouncement of holiday rights

3. Employees may not by agreement renounce their rights to holiday, holiday allowances or holiday pay.

Set-off and withholding

4. The company may offset relevant amounts against an employee's holiday allowance if the employee has infringed the law during his/her employment at the company, provided that the employee has admitted to committing the unlawful act or it has been proven in a court of law, and the company's claim is due and duly documented.
The company may withhold an amount equivalent to the counterclaim until the case has been settled, if the company has brought civil action against the employee, submitted the case for resolution by way of industrial dispute settlement procedure or if the employee's offence has been reported to the police or the employee has been charged.

Work during holiday

5. If an employee takes on paid work during his/her holiday, the

management of the Agency for Labour Market and Recruitment may demand the employee's holiday allowance, holiday wages and holiday supplement for a part or the whole of the holiday leave be transferred to the holiday fund.

Dispute resolution

6. Disputes concerning the provisions on holiday leave, holiday cards and holiday fund shall be resolved in accordance with the procedure for the settlement of industrial disputes.

Guarantee for the payment of holiday pay

7. The organisations have agreed that holiday pay is a part of each employee's wages and, should the employee not receive the pay upon his/her request, Dansk Byggeri shall guarantee that the payment be made.

However, this applies only to the amounts, to which the employee became entitled to in the period up to 14 days of the date on which Dansk Byggeri by recommended mail informed the federation of the expiry of the given company's membership or of the initiation of bankruptcy proceedings.

Payment shall be made to Fagligt Fælles Forbund, once Dansk Byggeri has received a due claim from Fagligt Fælles Forbund, i.e. the relevant holiday card or other documentation for entitlement to holiday pay. Then Fagligt Fælles Forbund shall settle the accounts with the member(s) concerned.

If payment is made by Dansk Byggeri, Fagligt Fælles Forbund is obliged to assign the claim to Dansk Byggeri on behalf of its members.

§ 68 The industry's holiday fund

1. In order to create better holiday opportunities for the members of Fagligt Fælles Forbund, the organisations have established Byggegruppens Feriefond /Construction Group Holiday Fund/. The holiday fund is financed from holiday allowances which had not been collected by the employees before the end of the holiday year in which the holiday leave should have been taken.

Dansk Byggeri's members are obliged to transfer uncollected holiday allowances to Dansk Byggeri at the latest on 30 September. The payments may be randomly audited by a certified public accountant upon request from and at the expense of Fagligt Fælles Forbund. Should the accountant find that a given company has failed to transfer uncollected holiday allowance to Dansk Byggeri, the costs of the audit shall be borne by the company.

Dansk Byggeri transfers the received amount to Byggegruppens Feriefond at the latest on 15 November.

§ 69 Payment for public holidays which fall on weekdays, floating holidays, additional holidays for senior employees and childcare days
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Accrual

1. The public holiday payment to pay for public holidays which fall on weekdays, floating holidays, additional holidays for senior employees and childcare days amounts to 8.60% of the employee's total wages which constitute calculation basis for holiday pay, including collectively agreed sick pay.
From the beginning of the pay week which includes 1 March 2018 the rate shall be increased to9.30%
From the beginning of the pay week which includes 1 March 2019 the rate shall be increased to9.90%
The rates include holiday allowance of the payment for public holidays which fall on weekdays and for floating holidays.

Payment

2. The accrued amounts are partly paid out as an advance for the particular public holidays which fall on weekdays, floating holidays additional holidays for senior employees and childcare days and partly as a residual payment.

Advance payments

3. The amounts of advance payments per day are:
DKK 1,100.00 for adult employees,
DKK 650.00 for adolescent employees (but no more than an equivalent of the employee's full personal wages).

Public holidays include:

New Year's Day, Maundy Thursday, Good Friday, Easter Monday, Whit Monday, Great Prayer Day/Store Bededag/, Ascension Day, Constitution Day (5 June) and Christmas Day and Boxing Day.

The advance payments are due for public holidays which fall on work-free Saturdays and weekdays, but not on Sundays, floating holidays, additional holidays for senior employees and childcare days.

The company and employees may agree on other amounts of advance payments than the above specified.

Payment of advances

4. Advances shall be paid together with wages for the pay period in which the public holiday(s) or floating holiday(s) fall. If payment cannot be made due to holiday leave or closure, the advance shall be paid on the first following pay day.

Right to advance payment

5. Employees become entitled to the accrual of payment as stipulated in para. 1 and to advances specified in para. 3 immediately upon employment.

However, no amount greater than that deposited on the individual employee's holiday account for public holidays which fall on weekdays and for floating holidays at the given time may be paid out as an advance for floating holidays, additional holidays for senior employees and childcare days.

The enterprise and the employees should ensure that it is still possible to take public holidays and floating holidays with the advance payments mentioned in para. 3.

With respect to payment for public holidays which fall on weekdays, it is assumed that the paid-out advances have coverage if they may be offset against the employee's wages due on the termination of employment.

Residual payment

6. Each employee's holiday account for public holidays which fall on weekdays and for floating holidays is balanced off once a year in connection with closing payroll accounts for pay week 52 and

calculating income tax.

Any surplus on the account shall be paid out at the latest on the first pay day in January unless the employee before 30 November made a request for the transfer of the residual amount, or a part thereof, to his/her pension fund as extraordinary pension contribution.

Advance payment for 1 January is allocated to the holiday account for public holidays which fall on weekdays and for floating holidays for the previous calendar year.

Any deficit on the account constitutes the employee's debt to the company which may be offset against outstanding wages.

Termination of employment

7. Any surplus or deficit on the employee's individual holiday account for public holidays which fall on weekdays and for floating holidays shall be settled upon the termination of employment.

Work on public holidays

8. In case of work on public holidays the employee shall be entitled to the above mentioned advance payment and to the collectively agreed wages.

Special provisions regarding public holidays and floating holidays for posted employees

9. If the supplement is specified in the employees' payslips, cf. the provisions of the collective agreement to this effect, or a similar statement, a posting enterprise may omit to establish public holiday and floating holiday savings, but instead pay the contribution regularly as a pay supplement, including the payment for floating holidays not taken.

Death

10. In the event of death, the accrued payment for public holidays which fall on weekdays and for floating holidays becomes part of the estate of the deceased.

Guarantee

11. Dansk Byggeri shall guarantee the payment for public holidays which fall on weekdays and for floating holidays on the same terms and conditions as the ones which apply to holiday allowances, but only for the part which concerns outstanding

receivables of employees upon termination of employment.

§ 70 Senior agreements

Accumulation

1. Up to five years before the calendar year in which the employee qualifies for a state pension, the enterprise and the employee may agree in writing that of the pension contribution of 12%, see Art 52, up to 10% can be deposited in the employee's public holiday account.

Taking of holidays

2. In the calendar years in which the public holiday allowance is accumulated, it may also be agreed that the employee works reduced hours or takes additional holidays for senior employees. However, the number of additional holidays for senior employees must not cause the public holiday account to go into deficit.
3. Unless otherwise agreed, the employee must notify the enterprise in writing by 31 December whether the employee wishes to enter into a senior agreement with additional holidays for senior employees in the coming calendar year and, if so, the part of the pension contribution the employee wishes to deposit in the public holiday account.
4. Moreover, the employee must inform the enterprise of the number of additional holidays for senior employees that the employee wishes to take in the coming calendar year. This choice is binding on the employee and will continue in the following calendar years. However, the employee may inform the enterprise before 31 December whether the employee wishes to make any changes for the coming calendar year.

The first year of the senior agreement

5. In the first year of the senior agreement, the conversion is made as from the pay period in which the employee is five years from the state pension age applying from time to time.

Taking of the additional holidays for senior employees

6. Unless otherwise agreed, the additional holidays for senior employees must be taken according to the same rules that apply to taking residual holidays.

Advance payment

7. Senior advance payment is paid according to the provisions pursuant to § 69, paras. (2)-(6). However, additional holidays for senior employees may be taken without advance payment.

Disbursement of pension contribution

8. In case of an agreement on a permanent reduction in the weekly working hours, the converted pension contribution may be paid regularly as a pay supplement. The conversion will not change the existing basis of calculation provided for by the collective agreement and is thus cost-neutral for the enterprise.

Note

9. This scheme will be included in the collective agreement, provided that the funds saved can be guaranteed in the event of bankruptcy. If there is security indicating that LG will cover the accumulated funds, Dansk Byggeri will be able to cover entitlements by means of the holiday guarantee scheme.
10. The provision will enter into force on 1 March 2017, always provided that employees may not take additional holidays for senior employees until the 2018 calendar year at the earliest. Senior schemes already agreed will remain unchanged unless otherwise agreed between the enterprise and the employee.

§ 71 Provisions on holiday leave for posted employees
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1. The provisions of Articles 59 to 68 do not apply to posted employees, i.e. employees who normally perform their jobs in a country other than Denmark but are temporarily working in Denmark; cf. the Danish Act no. 849 of 21 July 2006 on the Posting of Employees.

Taking of holidays

2. Pursuant to the Posting of Employees Act, enterprises posting employees to Denmark must ensure posted employees the number of paid holidays fixed pursuant to the Danish Holiday with Pay Act. The posted employee and the enterprise must ensure that any additional holidays are taken according the rules of the home country.

Payment of holidays

3. If, pursuant to the holiday rules in their home country, posted employees are entitled to fewer days of paid holidays per holiday year than provided for by the Danish Holiday with Pay Act, the enterprise must give additional holidays pro rata to the period in which the employees perform work in Denmark, up to the number of days stated in the Danish Holiday with Pay Act.

Alternatively, the enterprise and the employees may agree that, to the extent that the legislation in force from time to time allows, the enterprise pays compensation to the employees for the lacking holidays, together with the pay. The settlement of the remaining contribution/pay supplement must, cf. the provisions of the collective agreement to this effect, appear from the payslip and be paid out/in for each pay period. It follows from section 6(1) of the Posting of Employees Act that if the legislation otherwise applying to the employment relationship is less favourable for the employees, especially with regard to the number of holidays and the holiday payment, than sections 7, 23 and 24 of the Holiday with Pay Act, the employer must ensure that the employees are granted additional holidays and holiday pay so that their terms are as favourable as provided for by the Holiday with Pay Act. This means that if the holiday arrangement of the home country is less favourable than provided for by the Holiday with Pay Act, the employees may earn additional holidays and/or holiday allowance or paid holidays during their posting to Denmark in accordance with the provisions of the Holiday with Pay Act. Under the Holiday with Pay Act, employees are entitled to five weeks' holiday with pay at the rate of 12.5% of the annual pay in holiday allowance or with full pay during the holidays plus a supplement of 1% of the annual pay. The additional holidays and/or holiday allowance should not be granted pursuant to the provisions of the Holiday with Pay Act, but in a manner that fits into the holiday rules of the home country.

German enterprises

4. As regards German enterprises affiliated to ULAK, the German paid leave fund for the construction industry under the social fund for the construction sector's SOKA-Bau, the parties have agreed that no examination should be made as to whether holiday allowances and weekday holiday payments in Germany correspond exactly to the

Danish rates. The agreement between the Federal Ministry of Labour and Social Affairs in Germany and the Ministry of Employment in Denmark ensures mutual recognition of the Danish and German holiday rules. According to the Danish-German holiday agreement, the above requires that a statement from ZVK-Bau has been submitted to the Danish union, containing the required gross list of employees.

Chapter 13 Cooperation

§ 72 Shop steward rules

Where are shop stewards elected

1. At every workplace or company with at least five employees, the employees shall select from among themselves a shop steward to be their representative towards the company or its agent. If the number of employees goes down to four or less after a shop steward has been elected, the shop steward function shall expire unless both parties wish it maintained. Shop stewards are not elected at workplaces or companies with four or less employees unless it is desired by both parties. An individual employee may only participate in the election of one shop steward at the given workplace or company and may not be included into the eligible number of voters for more than one shop steward. Shop stewards are elected for a maximum term of two years. Re-election is permitted.

Machinery operators, including drivers, who are employed at various workplaces, may elect their own shop stewards according to the above mentioned rules.

Who may be elected

2. Shop stewards are elected from among the employees with generally recognised high competencies.

Shop steward election

3. Shop steward election shall be conducted in such a way so as to guarantee that all employees at the workplace or company at the time of the election have a chance to participate.
4. The election shall not be valid until the company – which is entitled to raise an objection against it – has been informed thereof in writing, and the election has been approved by Fagligt Fælles Forbund.
5. The right to vote is reserved for the employees who are members

of Fagligt Fælles Forbund only.

6. Apprentices may not be elected as shop stewards. Apprentices, including adult apprentices, have the right to vote for shop steward in the branch of the company in which they are employed when the election takes place.

Training of shop stewards

7. Newly elected shop stewards are offered training of 2 x 2 days' duration and are entitled to participate in the training within the first 18 months following their election.

The company shall compensate shop stewards for the loss of earnings sustained due to participation in the training.

Professional updating of former shop stewards

8. An employee who ceases to be a shop steward after having functioned as such for a consecutive period of minimum three years, and who continues to be employed with the enterprise, is entitled to negotiations with the enterprise about the employee's need for professional updating. The negotiations must be held within one month of the employee ceasing to be a shop steward and at his/her request. As part of the negotiations, it should be clarified whether a need for professional updating exists, and how such updating is to take place.
9. If no agreement can be reached, the employee is entitled to three weeks' professional updating. After having functioned as a shop steward for six consecutive years, the employee is entitled to six weeks' professional updating.
10. The employee receives pay pursuant to Art. 51 during the professional updating. It is a condition that the professional updating is eligible for statutory compensation for loss of wages. The compensation for loss of wages accrues to the enterprise.
11. Support to the professional updating may be granted from the Building and Construction Industry's Development Fund (*Bygge- og Anlægsbranchens Udviklingsfond*).

Spokesperson

12. Whenever a shop steward is absent because of sickness, holiday, participation in training, etc., a spokesperson shall be appointed as a temporary substitute. The appointment shall not be valid until the

company has been informed thereof in writing. Such appointed spokesperson shall in the period of his/her duty enjoy the same protection as the elected shop steward provided that he/she fulfils the above mentioned conditions for being elected as shop steward.

Shop steward's obligations

13. It is an obligation of each shop steward towards his/her organisation and company to make all efforts to ensure and facilitate good cooperation at the workplace. However, in the performance of his/her duties, the shop steward is not allowed unnecessarily to neglect his/her work. It should also be a rule that any joint shed meetings as far as possible are held outside working hours. The fulfilment of shop steward's obligations should not inflict expenses on the company unless these are an immediate consequence of instructions given by the company.

Shop steward's tasks

14. Upon request from one or more colleagues, the shop steward is obliged to submit their complaints and wishes to the company, but only if the particular issue has not been satisfactorily resolved by the company representative at the workplace. If negotiations between the employees and the company or its representative with respect to the general provisions of the present Collective Agreement on prices and rates for carrying out work do not lead to an agreement, the shop steward may be asked to take part in further negotiations. If such negotiations do not bring satisfactory results, the shop steward shall be free to request his/her organisation to attend to the case, but he/she and his/her colleagues shall be obliged to continue their work in an undisturbed way.

Termination of shop steward's employment

15. The company has the right to terminate the employment of shop steward just as that of any other employees. However, due to the nature of the matter, it must be clear for the company that it should not take such a step without having compelling grounds for doing so, just as it is obvious that the fact that an employee is acting as shop steward should not be a reason for impairing the employee's position at the workplace. For more information please refer to

Section 8 of the General Agreement (Annex 1).

SPECIAL PROVISIONS FOR FELT ROOFING WORKS

Who may be elected

16. Shop stewards are elected from among the employees with generally recognised high competencies who have been employed in the relevant department of the company for at least a year. If a minimum of five employees with sufficient seniority cannot be found, the number of eligible persons shall be supplemented with the employees with the longest service.

Termination of shop steward's employment

17. The dismissal of a shop steward must be justified by compelling grounds. The management of the company is obliged to give the shop steward a six weeks' longer notice period than the one to which he/she otherwise would be entitled to as an ordinary employee, in such a way that does not impair the applicable notice rules.

For more information please refer to Section 8 of the General Agreement.

Compensation for unjustified dismissal of a shop steward

18. If the company upholds its decision on termination of shop steward's employment after such termination has been deemed unjustified by way of industrial dispute settlement procedure, the company shall, in addition to wages due for the notice period, be obliged to pay compensation to the shop steward in an amount depending on the circumstances, but not exceeding an equivalent of 20 weeks' wages calculated based on the shop steward's average earnings over the last three months. Such compensation shall be final and no further compensation may be claimed by virtue of provisions of the General Agreement of 1973 with subsequent amendments.

§ 73 Health and safety representatives

1. The organisations unanimously recommend their members to elect health and safety representatives from among the employees who

have completed statutory health and safety training.

2. The organisations have the right to intervene in case of any disputes with regard to the above.
3. Employees who during their apprenticeship received certificates of completion of health and safety training are entitled to two days' supplementary health and safety training within five years of the completion of apprenticeship.
4. If an employee who during his/her apprenticeship received certificate of completion of health and safety training is elected as health and safety representative, the employee shall be enrolled for the two days' supplementary health and safety training.
5. Employees who have been enrolled for the two days' supplementary health and safety training must begin the training within a month of the date of enrolment.
6. The company shall pay full wages to the employee for the participation in the two days' supplementary health and safety training.

§ 74 Works councils and the Collaboration Committee

Works councils

1. Works councils may be established in companies which have had at least 35 employees on average within a year, provided that the management or the majority of employees so desire.
2. If the number of employees falls below 35, the management or the majority of employees may request the works council be dissolved subject to one year's prior notice.
3. Although the Cooperation Agreement between DA and LO provides for a possibility to have more than one works council in a group of undertakings (concern), the parties unanimously agree that, provided that the management and the employee representatives so desire, a group works council may be established which shall be the only work council for all the companies within the group.
4. If a common shop steward/trade union representative has been

elected in the group, he/she shall be the natural candidate for deputy chairperson of the group works council. If a common shop steward/trade union representative has not been elected, deputy chairperson of the group works council shall be appointed from among shop stewards in the individual undertakings which are part of the group.

Collaboration Committee

5. Dansk Byggeri and the federations within BAT have established a Collaboration Committee.
6. The task of the Collaboration Committee is to prepare and provide information and guidelines aiming at the promotion of cooperation to company managements, employees and members of works councils.
7. The Collaboration Committee shall deal with cases involving a breach of the Cooperation Agreement and seek resolution of matters in dispute before resorting to the Board of Collaboration between DA and LO.

§ 75 Cooperation and working environment

1. Good cooperation between the management and employees is an important factor for boosting the company's productivity and competitiveness as well as the employees' job satisfaction and development possibilities.
2. A contribution shall be paid for all employees who are subject to the Collective Agreement.
From the beginning of the pay week which includes 1 March 2017 the contribution per working hour shall be45øre
From the beginning of the pay week which includes 1 March 2018 the contribution per working hour shall be50 øre
3. The contributions shall, by agreement, be used for joint campaigns and activities in the working environment/occupational health and safety field, for the establishment and maintenance of measures with respect thereto and for activities intended to promote cooperation between company managements and employees.

Chapter 14

Training and education

§ 76 Time off for training and education

1. Dansk Byggeri and Fagligt Fælles Forbund recommend that individual companies plan the training of their employees according to the company's and the employees' needs, and pledge to participate in the planning thereof if the parties unanimously request the organisations for assistance.
2. Participation of employees in various forms of continuous education and training shall be scheduled with due regard to the company's operations.
3. If the local parties agree that it would be expedient and relevant for an employee to participate in a training/education course, the company shall pay full wages to the employee for up to two weeks.

§ 77 Training Fund

1. A contribution of 20 øre per actual effective working hour shall be made for each employee of the company to Bygge- og Anlægsbranchens Uddannelsesfond /Construction and Civil Engineering Sectors' Training Fund/.
2. For companies which have acceded to the Collective Agreement but are not members of DA or Kooperationen /Den Kooperative Arbejdsgiver- og Interesseorganisation i Danmark, the Cooperative Employers Association and Interest Organisation in Denmark/ the contribution amounts to 35 øre per hour.

§ 78 DA/LO Development Fund

Companies pay contribution to DA/LO Udviklingsfond /DA/LO Development Fund/, training fund established by the main organisations, at present 42 øre per actual effective working hour.

The contribution is collected in accordance with the relevant regulations issued by the main organisations. With effect from the beginning of the first pay period after 1 January 2018, the contribution shall be increased to 45 øre per working hour.

§ 79 Construction and Civil Engineering Sectors' Development Fund

1. The organisations establish Bygge- og Anlægsbranchens Udviklingsfond /Construction and Civil Engineering Sectors' Development Fund/ with the purpose to support the participation of employees in in various forms of continuous education and training.
2. Contribution to the Construction and Civil Engineering Sectors' Training Fund, cf. § 77, is passed to the Construction and Civil Engineering Sectors' Development Fund.

Time off for training

3. After three month's employment and in agreement with the company employees are entitled to participate in a training/education course of their own choice of up to two weeks (ten working days).
The training must be relevant to a job within the scope of application of the Collective Agreement.
4. The training may include participation in an individual skill assessment relating to relevant vocational or labour market courses within the scope of application of the Collective Agreement. Based on the assessment, an individual training plan shall be developed for the employee and, in agreement with the company, the employee will be entitled to participate in the training.
5. In case of change of employer to another company covered by the Collective Agreement, it will be possible for the employee to continue training based on the individual training plan with due regard to the company's operations.

Possible use of the Fund's means

6. The Fund's means may i.a. be used for the financing of:

- skill assessments
- continuous education and training of general and vocational character
- improving reading, spelling and mathematical skills
- campaigns promoting the planning of training and education of employees in companies
- administrative costs connected with training and educational activities.

Contribution

7. The companies pay contribution of DKK 520 per employee per year. The amount is converted to an amount per working hour.

Management and administration

8. The companies shall establish a new – or use the services of an existing – administration company to manage the contributions and means.

Detailed guidelines shall be found in the Fund's articles which the parties have drawn up together.

Applications

9. The companies may apply for financial means from the Fund.
10. Within its financial possibilities the Fund may grant subsidies to cover, partially or wholly, the employees' loss of earnings during training (according to the same guidelines as the once currently in force for the Construction and Civil Engineering Sectors' Training Fund), participation fees, travelling expenses, etc.
11. The Fund shall develop an application form including detailed instructions for the payment of financial means by the Fund.

Dispute resolution

12. If Fagligt Fælles Forbund or Dansk Byggeri ascertain that the provisions on the Construction and Civil Engineering Sectors' Development Fund do not serve their purpose, the issue may become subject to debate of the Executive Boards.
13. Concrete disputes may be resolved by way of industrial dispute settlement procedure, cf. § 87, but not by way of industrial arbitration.

Chapter 15

Employment and termination of employment

§ 80 Employment

1. It is strived to take on new employees in such a way that they commence employment at the beginning of working hours on Monday.
2. If a journeyman paver is taken on for under a day's work, he shall be paid for a full day.

§ 81 Termination of employment

Periods of notice of termination

1. The following periods of notice shall apply to employees who, except for the below mentioned interruptions, have been continuously employed in the same company in the below mentioned periods calculated from the date on which the employee reached 18 years of age, upon termination by:

	Employer	Employee
From 0 to 1 year's	0 weeks	0 weeks
After 1 year's employment	3 weeks	1 week
After 3 years' employment	5 weeks	2 weeks
After 5 years' employment	7 weeks	2 weeks

The period of apprenticeship, including apprenticeship before the employee reached 18 years of age, is included in the seniority calculation if the employee undertook employment in the same company after the apprenticeship.

2. Termination of employment may under normal circumstances only take effect at the end of the working hours.
3. Notice period is calculated from the end of normal working hours on the day on which the notice was served to the other party.
4. It is strived to terminate employment in such a way that the

employees leave the company at the end of a calendar week.

5. However, employees who work under the piece work system, cf. Section 4 para. 2 of the General Agreement, may not leave the company before the completion of the individual piece work agreement.
6. Disputes with regard to seniority for the purpose of calculating notice period shall be resolved on the basis of ATP contributions.

Time-off in connection with dismissal

7. Employees dismissed with the notice period provided for in the Collective Agreement, due to restructuring, cutbacks, closures or other reasons on the part of the company, are entitled to paid time-off of up to two hours in order to seek advice from their unemployment insurance fund or trade union. Such time-off shall be granted at the earliest possible opportunity after the employee has received notice of termination and with due regard to the company's operations.

Re-employment

8. If a dismissed employee becomes re-employed within a period not exceeding nine months, the employee shall retain the seniority which he/she had at the time of dismissal for the purpose of calculating notice period. However, this does not apply if the second employment is for a specified period or task and lasts up to 49 calendar days. If any abuse of the above provisions is deemed to take place, the organisations shall have the right to intervene in accordance with the procedure for the settlement of industrial disputes.

Interruption of seniority

9. Periods of sickness absence, maternity leave and military service shall not be considered as an interruption of seniority.

Injury

10. Employees who through no fault of their own suffer injury at work or an occupational illness which clearly is a result of the work done for the company, cannot be given notice of termination in the first eight weeks of the period of documented disability to work caused by the said injury.

No notice period applicable

11. Notice period upon termination by the company shall not be applicable if:
 - there is no work for the employee due to work stoppage by other employees
 - the employees are sent home due to machinery breakdown, shortage of materials, poor weather conditions, lack of orders or similar and other events of force majeure which cause partial or full suspension of the company's operations.

Failure to give proper notice period

12. If an employee who has not given cause for dismissal is dismissed without the notice period which he/she is entitled to, the company shall pay compensation to such employee in the amount equivalent to his/her normal wages for hourly paid work for the number of working days by which the actual notice period falls short of the required notice period.
13. If an employee fails to give or to complete the required notice period, he/she shall pay compensation to the company in the amount equivalent to his/her normal wages for hourly paid work for the number of working days by which the actual notice period falls short of the required notice period.

Undertaking other employment

14. If the company gives a notice of termination to an employee and the employee can prove that he/she can undertake other employment immediately after or even before the expiry of notice period which is he/she is obliged to give the company, the company should accept it.

§ 82 Sending the employees home
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The parties have agreed the following guidelines for sending the employees home, cf. § 81 para. 11:

Valid reasons for sending the employees home

1. Within the areas of work which are traditionally discontinued for all or parts of the winter season, such as e.g. cable and duct works, paving works, etc., the company has the right to send its employees home for a certain period.
2. Furthermore, according to ordinary practice, employees may be sent home e.g. in case of poor weather conditions, lack of orders, shortages of materials, etc.
3. The parties unanimously agree that sending the employees home by the company must not occur systematically. Moreover, it is agreed that the company should – in the widest possible extent – inform the employees about the necessity to send them home as early as possible.

Wages

4. There is no obligation for the company to pay wages to the employees in the period for which they have been sent home.

Other work

5. If an employee finds other employment in the period for which he/she has been sent home, he/she is obliged to notify the company thereof if this means that he/she is not going to resume work in the company when the reason for which he/she has been sent home no longer exists. In such case the employee is not required to give the company notice period in accordance with the present Collective Agreement.

Information on the resumption of work

6. After three months of the date of sending the employees home, except for the situations in which it was caused by poor weather conditions and/or seasonal conditions, the company shall contact the employees and inform them of expected remaining duration of the period for which they have been sent home as well as of anticipated date of resumption of work within the following three weeks.
7. If the company cannot offer a possibility to work, it shall be regarded as termination of the employees' employment agreements and the company shall be obliged to pay them

compensation in the amount equivalent to their wages for the notice period.

Resumption of work

8. Employees shall be offered possibility to resume work immediately after the reason for which they had been sent home ceased to exist.
9. The employees shall be offered work in the company, in the same department and within the same area of work in which they had been employed before they were sent home, before the company may take on new employees for this type of work.
10. Employees are obliged to resume work when given such opportunity.

Chapter 16 Adolescent employees

§ 83 General provisions

The present provisions apply to adolescent employees over 15 and under 18 years of age. Except for the below mentioned deviations, the stipulations of collective agreements between Dansk Byggeri and Fagligt Fælles Forbund are fully applicable. (The provisions do not apply to roofing works.)

§ 84 Employment of adolescent employees

1. At workplaces where at least three adult unskilled employees are employed, adolescent employees may be employed on the below mentioned special terms in the following numbers:

Number of adult employees	Number of adolescent employees
3-5	1
6-10	2
11-15	3
etc.	etc.

2. At workplaces where the work does not last longer than three weeks, one adolescent employee may always be employed, even though there are only one or two unskilled adult employees.
3. Where more adolescent employees than specified above are employed, the stipulations of collective agreements between Dansk Byggeri and Fagligt Fælles Forbund shall be fully applicable to their number which exceeds the specified limits.

§ 85 Wages of adolescent employees

Hourly paid work

1. The minimum wage rate for adolescent employees who are over 15 but not 16 years of age is40%
16 but not 17 years of age is50%
17 but not 18 years of age is70%
of the minimum wage rate for adult employees, together with all applicable allowances in accordance with the Collective Agreement, cf. § 22. The amount of wages for adolescent employees is agreed upon based on the same rules as for adult employees, cf. § 27.

Piece work

2. Adolescent employees over 16 years of age may by agreement between the piece work team and the company participate in piece work together with adult employees on the below specified terms.

Piece work advances

3. Due for the adolescent employee's share in the total amount of pay for piece work, see below, advance payments are made in the amounts calculated based on the above in para. 1 stipulated percentage parts of the minimum wage rate, cf. § 22. Furthermore, there shall be paid allowance for work on national holidays such as in case of hourly paid work.
4. If piece rates include fixed allowances or if fixed allowances are set as percentage allowances, the fixed allowances are counted as paid advances.

Settlement of piece work accounts and piece work surplus

5. If the adolescent employee is over 16 but not 17 years of age, 40% of his/her working hours are included in the settlement of piece work accounts and if the adolescent employee is over 17 but not 18 years of age, 56% of his/her working hours are included in the settlement of piece work accounts. For the thus calculated number of hours, the adolescent employee shall receive the same earnings as the adult employees, as his/her share in the total pay for the

execution of piece work by the piece work team. When calculating piece work surplus for the adolescent employee, paid- out advances are set off against the pay for each working hour.

6. Piece work shortfall, if any, may not be offset against advances paid to the adolescent employee in accordance with the Collective Agreement or the earnings to which he/she is entitled, based on the above provisions.

§ 86 Safety and training

1. Due consideration shall be given to adolescent employees' physical condition and safety during employment at the workplace.
2. The organisations unanimously agree to support special efforts towards training adolescent employees in the respective professions, including making use of opportunities for participation in organised courses and similar forms of training.
3. Adolescent employees under 18 years of age may only operate certain machines if the work is a necessary part of their training based on a training agreement pursuant to the Act on Vocational Training or Equivalent Training /Lov om erhvervsuddannelse eller tilsvarende uddannelse/ of at least two years' duration that results in obtaining professional qualifications. In such cases the minimum age is 15.

Chapter 17

Procedure for the settlement of industrial disputes

§ 87 Industrial disputes

Local negotiations

1. No industrial disputes between members of the organisations which have signed the present Collective Agreement may result in a work stoppage. The parties should strive for the resolution of such disputes in accordance with the below specified rules.
2. If an industrial dispute occurs at a company within the scope of the present Collective Agreement, the parties at the company or at the workplace shall make an attempt to settle the dispute on the local level. Local negotiations shall take place as soon as possible after the request has been made.
3. If the employees or the company so desire, an organisation representative may take part in the negotiations.

Mediation

4. If the dispute cannot be resolved at the local level, the parties may, via their respective organisations, request it be submitted to mediation.
5. Mediation meeting must be held in each case if one of the parties so desire.
6. The organisation which on behalf of its member requests a mediation meeting be held, must in its application include a description of the matter in dispute and attach relevant documents as well as a copy of minutes of local negotiations, if such have taken place.
7. Every effort should be made to hold the mediation meeting at the workplace within 10 working days of the receipt of mediation request from the counterparty. The date shall be agreed between the organisations.
8. The organisations' representatives who took part in the local negotiations may not act as mediators at the mediation meeting.
9. At the mediation meeting the negotiations are resumed with the

help from mediators who represent the respective organisations (there should be at least one mediator from each of the organisations) and an attempt to resolve the dispute by way of direct dialogue is made. The mediators take minutes of the negotiations and their result, and sign the minutes with binding effect for both parties.

Meeting of the organisations

10. If the organisations agree thereto, before a dispute is submitted to the Labour Court or to arbitration, it may be discussed at a meeting of the organisations.
11. A request for such meeting shall be made to the organisation which represents the counterparty of the dispute within four weeks of the date of the mediation meeting.
12. Every effort should be made to hold the meeting of the organisations within three weeks of the receipt of request for such meeting from the organisation which represents the counterparty. The date shall be agreed between the organisations.
13. During the meeting, the matter in dispute is presented orally to the leaders of the negotiations and supplementary information is provided by the representatives of the parties involved who are obliged to attend.
14. The organisations' representatives who took part in the mediation meeting may not act as leaders of the negotiations during the meeting of the organisations.
15. Afterwards the leaders of the negotiations make an attempt to resolve the dispute by way of direct dialogue.
16. Minutes of the negotiations are taken, including both a list of the issues which have been resolved as well as the matters on which agreement has not been reached. The minutes are then signed by the leaders of the negotiations and the result of the negotiations is binding for the parties.
17. If the federation proves circumstances which give reason for presuming that the provisions of the Collective Agreement have been violated, e.g. if the federation has tried to contact the company without success, the company is obliged to demonstrate to Dansk Byggeri that the provisions of the Collective Agreement have been observed.

Relevant documentation submitted by the company is presented to the federation upon its demand.

If in the course of negotiations it is ascertained that the provisions of the Collective Agreement have been observed, the case shall be closed.

If in the course of negotiations it is ascertained that the provisions of the Collective Agreement have been violated, Dansk Byggeri shall call upon the company to remedy the violation. Dansk Byggeri sends a copy of its letter to the company to the federation and, if the company does not remedy the violation within the shortest possible time, the federation shall have the right to submit the case to the Labour Court.

Industrial arbitration

18. If the above described procedure for the settlement of industrial disputes does not bring a resolution, the dispute may – if it concerns the interpretation of an existing standard agreement regarding wages or the provisions of a valid collective agreement between the organisations – it may, on request of one of the organisations, be passed to arbitration.
19. The organisation which desires the resolution of dispute by way of arbitration shall submit a relevant request to the organisation which represents the counterparty of the dispute within four weeks of the date of the mediation meeting or the meeting of the organisations.
20. The application for arbitration shall include a description of the matter in dispute and the scope thereof, and copies of minutes of the preceding negotiations held in accordance with the procedure for the settlement of industrial disputes shall be attached.
21. The date of hearing before the arbitration tribunal shall be agreed between the organisations.
22. The arbitration tribunal consists of five arbitrators. Each of the involved organisations appoint two arbitrators and, additionally, both organisations together appoint a chief arbitrator. If the parties cannot reach agreement on the appointment of chief arbitrator, they shall request that such appointment be made by the President of the Labour Court.
23. Professional disputes are dealt with by a chief arbitrator who is a

specialist in the relevant industry and legal disputes by a chief arbitrator who is a lawyer.

24. Generally it is understood that “professional disputes” are the disputes concerning price lists/schedules and interpretations regarding their application, while “legal disputes” are all the other matters connected with the Collective Agreement.
25. If the parties cannot reach agreement as to the nature of the dispute and the competent chief arbitrator, both chief arbitrators hear the case together and issue a joint ruling.
26. If the organisations find it relevant, they may jointly elect a permanent professional chief arbitrator and/or legal chief arbitrator for a period of up to one year. Re-election of the same candidates shall be permitted.
27. In cases of industrial disputes, cf. para. 24, the claimant organisation must within ten working days before the arbitration proceedings submit written points of claim, including the case documents it wishes to produce at the proceedings, to the opposing party and the chief arbitrator. Similarly, the respondent organisation must submit its points of defence and any exhibits not later than five working days before the arbitration proceedings, to the opposing party and the chief arbitrator.
28. In other cases, the claimant organisation must within 20 working days before the arbitration proceedings submit written points of claim, including the case documents it wishes to produce at the proceedings, to the opposing party and the chief arbitrator. Similarly, the respondent organisation must submit its points of defence and any exhibits not later than ten working days before the arbitration proceedings, to the opposing party and the umpire. Any exchange of reply and rejoinder must be made not later than six working days before the arbitration proceedings by the claimant and not later than two working days before the arbitration proceedings by the respondent, respectively.
29. During the hearing, the matter in dispute is presented orally by a representative of the organisations, who may not at the same time be a member of the arbitration tribunal.
30. The chief arbitrator acts as the chairman of the tribunal and leads the proceedings. The matter in dispute is discussed and the

resolution is put to vote. The ruling is passed by a simple majority of votes.

31. If no simple majority is achieved, the dispute is resolved by the chief arbitrator who issues a motivated ruling.
32. No one may be a member of mediation board or arbitration tribunal in a case concerning a dispute at a company or workplace in which he/she has a personal interest.

Conflict

33. The present procedure for the settlement of industrial disputes do not restrict the right of the organisations or their members to stage a work stoppage based on the decision of Dansk Arbejdsgiverforening or Landsorganisationen i Danmark without prior mediation or arbitration proceedings.

Deadlines

34. If the complainant organisation fails to observe the above specified deadlines, the case shall be lost and the organisation shall not have the right to pass it on for further proceeding.
35. A waiver of the above provision may only occur pursuant to a prior written agreement between the organisations.

Payments based on mediation and arbitration proceedings

36. Payments due on the basis of mediation or arbitration ruling are made on the first following pay day but at the earliest five working days after the receipt of the said ruling and payment instruction by the parties.

§ 88 Procedure for the settlement of disputes regarding dismissal without notice

1. In cases regarding dismissal of an employee without notice, mediation meeting shall be held no later than five working days of the receipt of mediation request from the organisation which represents the counterparty of the dispute unless otherwise agreed.
2. If the parties cannot reach agreement in a case regarding dismissal

of an employee without notice at the mediation meeting, the parties may request that the dispute be settled by way of arbitration.

3. If such application for arbitration has been made, the parties may additionally request a meeting of the organisations and/or a negotiation meeting, provided that such may be held without changing the date of the hearing by the arbitration tribunal.
4. The organisation which desires that the case be passed on for further proceeding must no later than 10 working days of the date of the mediation meeting/meeting of the organisations file a written request for arbitration.

A waiver of the above deadline may only occur pursuant to an agreement.

§ 89 Foreign employees' pay and working conditions

Introductory provisions

1. The aim of these provisions is to ensure pay and work conditions in accordance with the Collective Agreement for all employees. The provisions may not be invoked to demand disclosure of information on remunerations in order to gain a general knowledge of remuneration level and terms in the company.
2. The parties of the Collective Agreement agree that all works in the construction and civil engineering sectors in Denmark should be carried out on collectively agreed terms, which guarantee employees' wages, working hours and work conditions.
3. Therefore, the parties agree that all companies should, in the contracts for the provision of construction and civil engineering works which they conclude with their subcontractors, always ensure that the subcontractors have in-depth knowledge of the applicable Danish collective agreements and contractual terms.
4. Furthermore, the parties recommend that all companies, in the contracts for the provision of construction and civil engineering works which they conclude with their subcontractors, include clauses stating that such subcontractor is obliged to observe the provisions of collective agreements applicable at the given time to

the particular type of works and entered into by and between the relevant union within LO, in relation to the employees who carry out the particular works, and that non-compliance with their provisions shall be considered as a serious breach of the contract for the execution of construction and civil engineering works.

5. It is agreed that the above mentioned contract clauses mean that work stoppages intended to force the company to sign the relevant collective agreement may be avoided because the subcontractor is in that way obliged to comply with its provisions.

Meeting of the organisations

6. If the federation may prove circumstances which give reason for presuming that the provisions of the Collective Agreement have been violated, e.g. if the federation has tried to contact the company without success, the company shall immediately communicate with Dansk Byggeri. Similarly, Dansk Byggeri shall immediately communicate with the federation.
7. As a result, a meeting of the organisations is convened. Such meeting shall, apart from the parties of the Collective Agreement, be attended by the ordering company and the subcontractor. The meeting shall be held at the construction site within 48 hours unless otherwise agreed.
8. All relevant information regarding the dispute shall be presented at the meeting. The subcontractor is obliged to prove that the provisions of the Collective Agreement have been observed.
9. Furthermore, at the meeting of the organisations the parties may discuss the fact that the subcontractor has not acceded to the Collective Agreement.
If any of the relevant information regarding the dispute cannot be presented at the meeting, it shall be submitted to the federation no later than 72 hours after the meeting.
10. If the case concerns a single employee, the disclosure of information which concerns him/her shall require his/her consent.
11. If the requirement to disclose information concerns a group of employees, the disclosure shall not require their consent, but the information shall be presented in a manner which ensures their anonymity.

12. If in the course of negotiations it is ascertained that the provisions of the Collective Agreement have been observed, the case shall be closed.

Industrial arbitration

13. If no agreement as to whether the provisions of the Collective Agreement have been observed is reached at the meeting of the organisations, a permanent chief arbitrator appointed by the Labour Court may join the arbitration tribunal in order to deliver a ruling in the shortest possible time.
14. In cases regarding companies which are not members of Dansk Byggeri, the tribunal consists of representatives of the company and the federation.
15. Based on the presented information, the arbitration tribunal in its ruling decides whether the provisions of the Collective Agreement have been observed and – to the extent it is possible – determines any supplementary amount due to be paid.
16. If at the meeting of the organisations or as a result of the arbitration proceedings it is ascertained that the provisions of the Collective Agreement have not been observed, Dansk Byggeri shall be obliged to communicate with the company which has placed the order with the subcontractor and urge the company to contribute to the resolution of dispute. Dansk Byggeri shall inform the federation of such communication.

Circumvention of the provisions of collective agreements (contractual relationships in the construction and civil engineering sectors)

Provisions applicable to the period of validity of the collective agreement for the years 2017-2020

Scope

17. The collective agreement provisions on circumvention apply to construction contracts under which the duration of the job for the individual subcontractor is more than 30 days.
18. Subcontracts are common practice in the construction industry and ensure flexibility, specialisation and sound competition, but subcontracts must not be used to circumvent collective agreement provisions.

Circumvention

19. The parties agree to counteract circumvention of the provisions of collective agreements.
20. The determination of whether the provisions of a collective agreement have been circumvented is based on an assessment of the following parameters, where the collective agreement provisions may have been circumvented if
 - the client knew or ought to have known that its subcontractor was deemed guilty of having grossly neglected its obligations under the collective agreement (e.g. through the usage of false payslips, cheating in connection with the registration of working hours, etc.) and in spite thereof, entered into a contract with the same subcontractor; and
 - it was sufficiently clear to the client at the time of entering into the contract that – although being obliged thereto under the provisions of the collective agreement – the subcontractor did not intend to perform the contract on the terms of the collective agreement and the subcontractor does in fact not perform the contract on the terms of the collective agreement.
21. In such cases, the following matters are taken into account in the determination:
 - whether, if it becomes aware that an industrial case will be raised, the client withhold payments; or
 - the client helps to satisfy the outstanding payment from the subcontractor; or
 - whether the client has planned and implemented regular and adequate control of whether the subcontractor meets the requirements of the collective agreement.

Industrial procedure

22. If a subcontractor has been convicted of gross violation of the collective agreement in connection with the performance of a job, and the Federation has unsuccessfully used all legal efforts to collect the claim for additional payment from the subcontractor, a case may be raised pursuant to the industrial procedure on ordinary burden of

proof principles against the client for circumvention of the collective agreement; cf. the above provisions.

23. The parties agree that the arbitration tribunal must decide whether the collective agreement has been circumvented. If the arbitration tribunal establishes that the collective agreement has been circumvented, the arbitration tribunal may also decide about any financial liability and set the amount of the penalty to be imposed.
24. Where the arbitration tribunal fixes a penalty, it must be proportional to the nature of the offence, and it must be taken into account as general guidelines whether
 - the client has previously been convicted of violations
 - the client – during the performance of the work – contributed to ensuring that the collective agreement provisions were observed
 - it is a case of a repeated offence
 - the client has carried out reasonable control of the subcontractor as to whether pay and working conditions met the requirements of the collective agreement
 - or if, overall, there are other mitigating circumstances.
25. The parties jointly prepare a form, which the client may use to check the subcontractor's pay and working conditions.
26. If more than three years have passed since an enterprise was deemed guilty pursuant to the provisions of this present Article, its acts will not be regarded as any subsequent offence with relevant consequences.

Information to the federation

27. The company is obliged to send to the federation any relevant documents which confirm that the company has fulfilled its obligation to pay any supplementary amount based on the determinations made during a meeting of the organisations or pursuant to an arbitration ruling.

Confidentiality

28. The parties agree that any and all disclosed information on wages shall be treated as confidential and may only be used in an industrial procedure regarding the question of applicability of

provisions of collective agreements and that it may not in any manner be made public unless the case has been concluded by way of industrial arbitration or by way of a Labour Court ruling.

§ 90 Labour Court

In case of an alleged breach of the provisions of the Collective Agreement it is necessary – before the case is brought to the labour Court – to hold a joint meeting with the participation of Dansk Arbejdsgiverforening and Landsorganisationen i Danmark.

§ 91 Urgent cases

If a dispute between the company and employees concerns the quality of work performed, it may be submitted for urgent consideration. The procedure shall follow the deadlines specified in the “Standards for the settlement of industrial disputes”.

§ 92 Work stoppage

The present provisions do not restrict the right of the organisations or their members to stage a work stoppage based on the “Standards for the settlement of industrial disputes” or the “General Agreement between Dansk Arbejdsgiverforening and Landsorganisationen i Danmark” without prior mediation or arbitration proceedings.

§ 93 Conflicts inconsistent with the terms of the Collective Agreement

1. If the company or employees judge that there is a risk of conflict inconsistent with the terms of the Collective Agreement, at the request of one of the parties, negotiations between the parties of the Collective Agreement and the local parties shall be initiated

- without delay in order to determine the background of the dispute.
2. If, as a result of the said negotiations, Dansk Byggeri or Fagligt Fælles Forbund finds it relevant, a follow-up meeting shall be held without delay, and at the latest five working days after the request for such a meeting has been made, if possible at the company's premises.
 3. The above provisions do not alter the general rules for the resolution of conflicts inconsistent with the terms of collective agreements, cf. relevant provisions of the General Agreement.

Chapter 18 Equal Remuneration Board

§ 94 Equal Remuneration Board

The parties of the Collective Agreement have established an Equal Remuneration Board based on the principles specified below.

Overall framework

1. The Equal Remuneration Board is established on the basis of the model used for the Dismissal Board.
2. The Board shall examine cases regarding the interpretation and understanding, as well as violations of the provisions of the Act on Equal Remuneration /Ligelønsloven/ and the manner of their implementation in the Collective Agreement. Cases relating to implementation agreements shall be submitted to the Board unless they are comprised by the provisions of the section 11 para. 2 and section 22 para. 1 of the Act on Labour Law /Arbejdsretsloven/.
3. The Board shall in the first place be able to resolve disputes with regard to the key provisions of the Act, i.e. section 1 para. 1-3 and section 3.
4. Questions regarding section 5a para. 4 of the Act and the relevant provisions of agreements shall primarily be resolved pursuant to the stipulations of the Cooperation Agreement. Only legal disputes regarding violation or interpretation of the said provisions may be brought before the Board.
5. The parties agree to strive to establish a uniform system of sanctions.
6. If a given case comprises aspects regarding the violation or interpretation of the regulations with regard to equal remuneration as well as other issues within the scope of the Collective Agreement, the Board may also deal with such other issues. However, if such other issues require very specific knowledge of the provisions of the Collective Agreement, upon request they may be separated and passed on to the procedure of settlement of industrial disputes.

7. A case may not be referred to the Board before all the ordinary means for dispute resolution in accordance with the procedure for the settlement of industrial disputes, i.e. local negotiations, mediation meeting and the meeting of the organisations, have been applied. Furthermore, the Board must held a preparatory meeting similar to the same type of meetings of the Dismissal Board.
8. The parties of the Collective Agreement agree that the deadlines which apply to the dispute resolution procedure of the Dismissal Board are not suitable for the equal remuneration cases which usually involve many aspects to be examined. Therefore, it is found relevant to settle other deadlines which will provide a better equilibrium for the need of a fast resolution and due elucidation of the circumstances of the case.
9. The Board shall be established in accordance with the above specified guidelines with necessary adjustments.

Chapter 19

Final provisions

§ 95 Working clothes

The company shall provide the employees whose period of employment exceeds three months with two sets of standard working clothes of its own choice per year. The distribution of working clothes may take place in accordance with a fixed schedule settled by the company. The clothes remain the property of the company.

§ 96 Tools and equipment

1. All tools and equipment distributed by the company shall be in good and usable condition and shall be treated by the employees with due care. If necessary, the company provides the employees with working footwear, i.e. clog or rubber boots, working gloves and – in case of carrying out work in excavations with moist soil and water – coveralls. All the items shall be in good and usable condition.
2. The employee may be held liable for indisputably negligent handling of items provided to him/her by the company.
3. After the completion of piece work the tools shall be returned to the company in usable condition.
4. On request the company shall provide a tool box with lock.
5. The company provides the necessary tools which remain its property.

Paving works

6. The company provides the necessary tools which remain its property.

Roofing works

7. Rubber shoes, rubber boots, working gloves, hammers and knives are provided by the company as required.

8. The company provides cleansing cream for the cleaning of hands.
9. Items provided by the company (tools, etc.), which remain the company's property, shall be kept in a tool box received from the company and secured with a lock or in another similar way. The employees are obliged to put the tools, etc., in the tool box every time before they leave the workplace. If this precaution is not observed, the employee concerned shall be held financially liable for any missing property (tools, etc.).

§ 97 Experimental work procedures

1. Provided that an approval has been granted by the organisations, it may at the local level be agreed to use experimental work procedures which deviate from the stipulations of the Collective Agreement, for example – based on local agreements – to supplement and derogate the Agreement's provisions on working hours, to introduce alternative collaboration forms, job rotation, mixed work teams or common wage types for various groups of skilled workers.
2. In case of experimental work procedures which concern prolonged working hours, it may be agreed that pension contribution, accrued payment for public holidays which fall on weekdays and holiday pay due for the working hours in excess of 37 hours per week should be converted into a supplement to the employee's wages.

§ 98 Electronic documents

1. Companies may submit any other documents regarding past or present employment by available electronic means of communication, e.g. e-Boks or e-mail, with releasing effect.
2. Should the company wish to make use of this option, it may do so upon three months' prior notice to its employees unless otherwise agreed. After the expiry of the notice period, the employees who are unable to collect the documents electronically will be provided with them upon request to the company.

§ 99 Revision of the Collective Agreement, etc.

1. A committee consisting of two representatives of Dansk Byggeri and two representatives of the federation shall be established with the aim to, as needed, supplement, or – due to the introduction of new materials and equipment, technical aids or other changes to the hitherto used constructions or work methods – modify the piece work lists. The committee may also deal with questions regarding additions to and modifications of the Collective Agreement.
2. In case of revision of price schedule for roofing works, the committee shall consist of four representatives of each of the parties.
3. The committee shall meet within 14 working days of the date of submitting a request for considering suggested additions or modifications by one of the parties. If none of the parties request that the committee be convened, the committee shall hold a meeting in the first week of October in the years in which no ordinary negotiation of collective agreement takes place.
4. In any event the committee shall complete its work within two months and before the expiry of the deadline recommend to the organisations the approval of the additions to or modifications of piece work lists or the Collective Agreement on which the committee members have reached agreement.
5. The organisations shall take a stand on the recommendations within one month. Adopted additions to or modifications of piece work lists or the Collective Agreement come into force after two months of the date of their approval by the organisations.
6. The above provisions do not restrict the right of the parties to demand resolution of an issue in accordance with the procedure for the settlement of industrial disputes, including § 42 and § 43.
7. The Collective Agreement and price work lists shall not be made available for third parties without obtaining prior approval from Dansk Byggeri and the federation in each individual case.

§ 100 Contractual relationships in the construction and civil engineering sectors

1. The parties agree to counteract circumvention of the provisions of collective agreements.
2. In principle, the members of Fagligt Fælles Forbund should not to any significant extent undertake to perform on their own account any work which is covered by the scope of provisions of the Collective Agreement and thus they should not individually or collectively take over contractors' work or place bids for such work, among other things in order to ensure the maintenance of the current level of pay rates through the execution of works in the largest possible degree by the companies which in relation to Fagligt Fælles Forbund are bound by the wage provisions of the Collective Agreement.
3. The present provisions do not restrict the right of members of Fagligt Fælles Forbund to join together to establish and register companies in compliance with relevant legislation, in order to perform work which is covered by the scope of provisions of the Collective Agreement.
4. The member companies of Dansk Byggeri shall bear the above in mind when signing contracts for the provision of construction and civil engineering works.

§ 101 Temporary work

Temporary work agencies which are members of Dansk Byggeri

1. Dansk Byggeri accepts temporary work agencies as its members.
2. Employment of temporary workers for the provision of work which is covered by the scope of provisions of a collective agreement signed by Dansk Byggeri, shall be governed by the stipulations of such applicable collective agreement, as well as local agreements and practice applicable to the given job.

Temporary work agencies which are not members of Dansk Byggeri

3. The parties agree that collective agreements between the organisations concerned are applicable to all works which are covered by the scope of their provisions.
4. All works which are executed at a member company within the professional scope of application of a collective agreement shall be governed by the stipulations of such applicable collective agreement if they are performed by an employee or another person who acts under the directions of the member company, e.g. a temporary worker, as opposed to an employee who has been sent by a subcontractor and acts under the directions of the subcontractor.
5. Dansk Byggeri acknowledges that the provisions of the relevant collective agreement apply to the workers who have been sent to the member company by a temporary work agency in order to perform work within the professional scope of application of the collective agreement, in the whole period of the provision of such work by the said workers.
6. The above provision is not applicable if the temporary worker has been sent by an agency which – through its membership in another organisation of employers within DA – is covered by another collective agreement within the scope of work performed by the said worker.
7. In its contract with the temporary work agency, the member company must ensure that the agency has the necessary knowledge of the current collective agreements and other applicable agreements.
8. The worker who has been sent by a temporary work agency in order to perform work in a member company, may not be covered by the provisions on PensionDanmark's pension insurance if the agency is a member of another organisation within DA and therefore is covered by another pension insurance scheme in accordance with another collective agreement.

Other issues

9. Each temporary worker who performs work within the professional scope of application of a collective agreement obtains seniority in accordance with the relevant rules of the said collective agreement.
10. The parties of the Collective Agreement agree that it shall be natural that temporary workers are members of the same professional organisation as the company's own employees who perform the same type of work.
11. Fagligt Fælles Forbund admits that it would not be appropriate for temporary workers who are members of other trade unions within LO to change their membership in case of short-term employment.

§ 102 Circumvention of provisions of the Collective Agreement

1. The parties of the Collective Agreement agree that if an independent enterprise performs a particular job on terms and conditions which remind of those of an employment relationship ("false self-employment"), such situation may be regarded as a circumvention of provisions of the Collective Agreement.
2. However, it shall not be regarded as a circumvention of provisions of the Collective Agreement if two or more companies enter into an agreement for the provision of specified works on the principles of actual cooperation between independent enterprises or if a subcontractor or a specialised company takes on workers for the provision of such works.
3. Disputes as to whether a particular situation constitutes a circumvention of provisions of the Collective Agreement may be resolved in accordance with the procedure for the settlement of industrial disputes.
4. While determining whether a circumvention has taken place, it shall as general guidelines be taken into account whether the self-employed:
 - executes the management of the works
 - bears responsibility for the quality of the works
 - bears financial liability for his/her actions
 - bears financial risk connected with the works.

§ 103 Implementation of EU directives

The parties agree that the Collective Agreement is not in contravention with the provisions of the EU Directive of 15 December 1997 on part-time work, the EU Directive of 23 November 1993 concerning certain aspects of the organization of working time and the EU Directive of 8 March 2010 on the implementation of the revised Framework Agreement on parental leave.

Furthermore it is agreed that no changes to the Collective Agreement that might contravene the Directives shall be introduced in connection with any future negotiations on the renewal of collective agreements.

The parties hereby consider the Directives as having been implemented.

§ 104 Code of employment

The parties of the Collective Agreement agree that it shall be voluntary for employees to conclude agreements with the company on the purchase of benefits in connection with their employment and, in their opinion, it shall be a contravention of provisions of the Collective Agreement to make the conclusion of such an agreement a prerequisite for the employment.

§ 105 Period of validity of the Collective Agreement

The present Collective Agreement, together with associated protocols, piece work lists, price schedules, etc., enters into force on 1 March 2017 and shall be binding for the parties hereto until duly terminated in writing and in accordance with the applicable rules (as may be amended from time to time) with effect on 1 March, but at the earliest on 1 March 2020.

Copenhagen, 7 March 2017

On behalf of
Fagligt Fælles Forbund:

Kim Lind Larsen

On behalf of
Dansk Byggeri:

Lars Storr-Hansen

Chapter 20 Trainees

These provisions apply to trainees employed pursuant to the Danish Act on Vocational Training within the Civil Engineering Field (construction workers specialising in earthworks and construction workers specialising in concrete works, trainee pavers and trainee roofers).

The provisions laid down at the time in question by the technical committees apply to the training agreement.

The establishment of a training relationship is subject to approval by the Joint Technical Committee for Construction Workers Specialising in Earthworks and Concrete Works, Pavers and Roofers, Bygmestervej 5, DK-2400 Copenhagen NV.

§ 1 Daily working hours

1. The number of daily and weekly working hours (including days off) as well as the arrangement of working hours are the same as those applying to journeymen/adult employees in the same enterprise.
2. When trainees attend vocational school, the working hours/rules of attendance of the school apply.

Floating holidays

3. The five floating holidays to which trainees are entitled are paid when taken, at the rate of the agreed trainee pay.
4. The timing of the floating holidays is determined according to the rules of the Holiday Act on the timing of any residual holiday entitlement.

Trainees are only entitled to take five floating holidays per calendar year, irrespective of any job change during the calendar year.

5. Trainees who commence or finish a training relationship qualify for one-half floating holiday per month of employment up to a maximum of five floating holidays per calendar year.
In the other calendar years, trainees are entitled to five floating holidays per calendar year.

6. Trainees receive compensation for floating holidays not taken.

§ 2 Period of training

See the executive order on training for the trade concerned.

§ 3 Pay

7. The following minimum wage for trainees will be paid from the beginning of the pay week which includes:

	1.3.2017	1.3.2018	1.3.2019
1st year DKK per hour	67.75	68.90	70.05
2nd year DKK per hour	80.10	81.45	82.85
3rd year DKK per hour	96.60	98.25	99.95
4th year DKK per hour	112.05	114.00	115.90

Irrespective of the date of commencement, pay will always be adjusted in arrears from the final date of the test for completed traineeship by 52 weeks for the 4th, 3rd and 2nd pay scales.

EUX trainees

Training agreements concluded before 1 August 2015

EUX trainees (trainees taking an upper secondary level education in connection with vocational education and training) follow the collective agreement for trainees of the trade concerned, including pay, except that pay is adjusted as follows: Irrespective of the date of commencement, pay is adjusted in arrears from the final date of the second period of school or week 25 in the final year, by 52 weeks for the 4th, 3rd and 2nd pay scales. In the trainee period after the second period in school, the trainee is paid not less than the minimum pay rate for adult employees as set out in the relevant collective agreement.

Training agreements concluded after 1 August 2015

EUX trainees follow the collective agreement for trainees of the trade

concerned, always provided that pay is adjusted as follows:

- Irrespective of the commencement date, pay is adjusted in arrears from 1 February if the end of the test for completed apprenticeship is on the last Friday of March, and from 1 August if the end of the test for completed apprenticeship is on the last Friday of September in the final year, by 52 weeks for the 4th, 3rd and 2nd pay scales, respectively. Any pay earlier in the course of the traineeship is paid at the rate for pay scale 1 and is variable in terms of time.
- The training period after 1 February or 1 August, respectively, in the final year is paid at the minimum rate/minimum hourly pay for journeymen/adult employees in the relevant collective agreement.

The enterprise and trainees who have commenced vocational training before 1 August 2015 may agree to switch to the training pursuant to the new executive order in accordance with any transitional schemes laid down by the school in its local curriculum

§ 4 Adult trainees

1. In the event that an enterprise wants to receive the special rate of reimbursement for adult trainees paid by the Employers' Reimbursement Scheme (*Arbejdsgivernes Uddannelsesbidrag - AUB*), two conditions must have been met.
2. The adult trainee must be at least 25 years of age when the traineeship commences.
3. During the traineeship, pay must amount to not less than the minimum pay rate of the trade.

§ 5 Trainee participation in journeymen's piecework

Where trainees and adult trainees participate in piecework, reference is made to the provisions applying to journeymen/adult employees.

§ 6 Pay and employment conditions

Pay

1. Trainees are paid for 37 hours per week including public holidays less any absence not due to sickness.

Pregnancy examinations

2. Trainees are entitled to time off according to the same rules as those applying to journeymen/adult employees at the pay rate applying to trainees but not exceeding the maximum rate applying to journeymen/adult employees.

Maternity pay

3. Trainees are entitled to time off according to the same rules as those applying to journeymen/adult employees at the pay rate applying to trainees but not exceeding the maximum rate applying to journeymen/adult employees.

Child's first sick day

4. Trainees are entitled to time off according to the same rules as those applying to journeymen/adult employees at the pay rate applying to trainees but not exceeding the maximum rate applying to journeymen/adult employees.

Hospitalised children

5. Trainees are entitled to time off according to the same rules as those applying to journeymen/adult employees at the pay rate applying to trainees but not exceeding the maximum rate applying to journeymen/adult employees.

Health scheme

6. Trainees are covered by the same health scheme as that applying to adult employees.

Periods in school

7. During periods in school, trainees are paid at the pay rate applying to trainees.

Appearance before a draft board

8. Where the trainee must appear before a draft board within normal working hours, he is paid for the time used.

§ 7 Pensions

1. Trainees will be covered by the pension scheme when they attain the age of 20 and have had six months' paid work.
2. For trainees over 20 years, who continue their employment in the same enterprise after the period of training, the period of training will be included in the calculation of length of service.

§ 8 Insurance benefits to trainees

1. Trainees not already covered by an employer-paid pension or insurance scheme and who have entered into a training agreement after 1 March 2011 are entitled to the following insurance benefits:

Regular pension in case of early retirement pension

(annually)DKK 33,000

Lump sum payment in case of critical illness.....DKK 100,000

Lump sum death benefitDKK 100,000

PensionDanmark health scheme

2. The enterprise pays the expenses of the scheme, which is established with PensionDanmark.
3. If the trainee is transferred to being covered by PensionDanmark, the obligation of the enterprise according to this provision terminates.

§ 9 Workwear

Trainees have the same right to workwear as adult employees.

§ 10 Safety footwear

The enterprise provides safety footwear at the start of the training programme and during the subsequent traineeship according to the same rules as those applying to journeymen/adult employees in the trade concerned.

§ 11 Tools

1. The enterprise makes tools including manuals available to trainee construction workers specialising in earthworks and concrete works and trainee pavers at the start of the training programme.
2. The necessary tools are stated in the tool list prepared by the Joint Technical Committee for Construction Workers Specialising in Earthworks and Concrete Works, Pavers and Roofers.
3. If, at the start of the period in school, the trainee does not bring along tools, the school will provide and the enterprise pay for tools in accordance with the recommended prices in the tool list.
4. The tools belong to the enterprise except books, which belong to the trainee.
5. For trainee pavers, the sledge hammer, chair and hammer remain the trainee's property after the end of the training programme.

§ 12 Travel allowance

Trainee period

1. Trainees receive travel allowance according to the same rules as those applying to journeymen and adult employees.

Work requiring employees to work away from the usual place of work and work requiring employees to be away from their homes overnight

2. Where trainees perform work requiring them to work away from the usual place of work or work requiring them to be away from their homes overnight, they are paid according to the same rules as

those applying to journeymen/adult employees in the trade concerned.

Periods in school

3. Where a trainee's total way to and from school is 20 km or more, his/her travelling expenses will be reimbursed.

The total way to and from school is the nearest route from the place of residence, lodgings or place of training to the school and back to the place of residence, lodgings or place of training.

4. It is a condition for receiving the travel allowance that the trainee could not attend classes at a school situated closer to the trainee's place of residence or place of training than the school attended.
5. Means of public transport must be used to the widest extent possible. If the use of such means of transport will cause unreasonable inconvenience to the trainee concerned, the trainee may use his/her own means of transport.
6. If means of public transport are used, the expenses actually paid will be reimbursed. The cheapest and most efficient way of transport must be used taking local conditions into account, and wherever possible season tickets, clip cards, etc. must be used.
7. If a trainee uses his/her own means of transport, a travel allowance is granted corresponding to the allowance granted at the time in question to participants in further training and education courses, currently DKK 0.97 per km when the total way to and from school is 20 km or more. The amount is adjusted in accordance with the rates laid down by the National Agency for Quality and Supervision (*Kvalitets- og Tilsynsstyrelsen*).

In the event that legislation in this field is amended, this provision may be terminated and lapse by giving three months' notice to the end of the term of the collective agreement.

8. Accommodated trainees are granted reimbursement of their travel expenses for the distance to and from their lodgings and for the distance between their lodgings and their usual place of residence in connection with weekends and Easter and Christmas holidays if the condition on distance in para. 4 has been met.

If the choice of school results in expenses for accommodation in a residence hall, such expenses are also paid by the enterprise.

9. The enterprise pays the expenses for accommodation in a residence hall when the trainee has been admitted to a residence hall and this is necessary for the trainee's completion of the training programme.

Accommodation in a residence hall is considered necessary when it follows from the enterprise using the options for open enrolment or the training programme can only be completed at a school where the trainee is entitled to be admitted to a residence hall pursuant to section 3(1) of Executive Order 209/2009 (commuting time more than 75 minutes).

The trainee's own removal will not trigger entitlement to payment by the enterprise for accommodation in a residence hall.

10. It is a condition for payment by the enterprise of accommodation in a residence hall that the trainee currently uses the residence hall and stays the night in the residence hall.

Enterprises may have the expenses of trainees' accommodation in residence halls covered by the Building and Construction Industry's Development Fund (*Bygge- og anlægsbranchens Udviklingsfond*) unless, by using the options for open enrolment, the enterprise has ordered a trainee to attend another school than the nearest one in relation to the location of the enterprise and the trainee's address and field of training.

Note:

The provisions in para. 10 on payment by the enterprises of accommodation in residence halls will be deleted and replaced by statutory rules if the Danish Parliament adopts the bill agreed by the Confederation of Danish Employers (*Dansk Arbejdsgiverforening – DA*) and the Danish Confederation of Trade Unions (*Landsorganisation i Danmark – LO*) in the official conciliator's draft settlement of 21 March 2014.

Implementation of the draft settlement will mean that enterprises must pay the expenses incurred by trainees in vocational training for accommodation in residence halls when their stay is necessary for

their completion of the training programme.

The expenses of enterprises for trainees' accommodation in residence halls are reimbursed via the Employers' Reimbursement Scheme (AUB), which already reimburses travelling expenses.

If the Danish Parliament adopts the new rules, these rules will replace the collective agreement's present rules on payment of accommodation in residence halls from the date when the new rules enter into force. Separate and detailed information about the new rules will then be given.

To the extent that the new rules in the Act on vocational training should be amended at some later time with the result that the assumptions in the draft settlement are decisively changed, the parties to the collective agreement will negotiate the consequences of the amendments. In the event of disagreement, the matter may be negotiated between LO and DA.

11. The provisions in paras. 5, 6 and 7 apply by analogy to travel allowance pursuant to para. 4.
12. When documentation has been received, the above travel allowance is paid in arrears on the usual pay days.
13. If public or general solutions should be found in the field of "travel allowance during periods in school", such rules will replace the above rules.
14. If transport between several departments of a school is necessary on the same day, allowance is granted irrespective of the conditions on distance set out in para. 4.

§ 13 Welfare facilities

Compensation in connection with lack of welfare facilities is granted according to the same rules as those applying to journeymen/adult employees.

§ 14 Holiday provisions

See the provisions in the Danish Holiday Act.

Holiday guarantee scheme

1. As regards holiday pay/holiday allowance, the holiday guarantee agreement concluded between the organisations also applies to trainees.

Holiday pay on piecework surplus

2. When journeymen/adult employees pay piecework surplus to trainees and adult trainees, the related holiday allowance and payment for public holidays accrued on the piecework are allotted to the trainees.

§ 15 Special provisions

Vocational school

The following applies to trainees:

- Enterprises pay for training programme deposits.
- Enterprises pay the fees for equipment etc.

Test for completed traineeship

Enterprises pay the expenses in connection with the trainees' test for completed traineeship.

Health and safety representative

Trainees may not be elected as health and safety representatives during the training period.

§ 16 Overtime

1. Trainees may participate in overtime work according to the same rules as those applying to adult employees.
2. Working hours for trainees under 18 years of age must usually not exceed the usual working hours for adults.
3. Trainees under 18 years of age must not be employed for more than a total of ten hours per day.
4. Overtime work in the first three hours after the end of normal working hours is paid at the hourly rate increased by50%

5. One out of these three hours may fall immediately before the beginning of normal working hours, but not before 6:00 a.m.
6. Overtime work beyond the first three hours after the end of normal working hours (i.e. night work), until the beginning of normal working hours on the following day, is paid at the hourly rate increased by..... 100%
7. Work on Sundays and public holidays is paid at the hourly rate increased by 100%
8. The above-mentioned percentages are based on the minimum pay rate specified in § 3.

§ 17 Settlement of industrial disputes

Disputes on the provisions of the collective agreement for trainees are settled in accordance with the procedure for the settlement of industrial disputes of the trade.

Chapter 21 Protocols

Protocol on health and safety at work

The below organisations agree that health and safety at work is an important element in connection with the day-to-day work. Observance of the rules in force from time to time in the occupational health and safety field is a necessity to ensure the health and safety of employees. Likewise, the exercise of proper care and attention to matters that may help improve the future health and safety standards in either the enterprise or the industry is generally of material importance.

Consequently, the parties agree to encourage both employees and management to enter into constructive cooperation for the purpose of ensuring high health and safety standards. In enterprises in which a health and safety organisation (AMO) is required, the cooperation takes place within the framework of such organisation.

The parties also agree that under current rules, the management of the enterprise remains responsible that individual employees are given the possibility to perform their work accordingly. Hence, the enterprise must provide the necessary safety measures and technical means of assistance and instruct employees in the performance of the work as required. In this connection, the individual employee may seek guidance if the employee is in doubt as to whether a work situation involves a health and safety risk. The guidance may, for instance, be obtained through the enterprise's AMO, the Construction Industry's Health and Safety Bus (BAM-BUS), the organisations or the Danish Working Environment Authority.

Further, the parties agree that within their area of work, employees are obliged to help ensure that working conditions are safe and healthy. If, despite the enterprise's instructions and the presence of the necessary safety equipment, an employee nevertheless disregards clear and well-known health and safety rules, such action will be considered a material breach of the conditions of employment, which may have consequences under employment law. Disputes in this regard may be settled pursuant to the procedure for the settlement of industrial disputes of the collective agreement.

Copenhagen, 7 March 2017

Protocol on the Construction Industry's Health and Safety Bus

The Construction Industry's Health and Safety Bus (*Byggeriets Arbejdsmiljøbus – BAM-BUS*) is a joint, mobile consultancy service, the purpose of which is to promote good health and safety practices and knowledge about the development of a good working environment and prevention of health and safety problems to construction sites and to the construction companies and their employees. BAM-BUS is staffed with eight full-time consultants and one managing director.

Based on the success of BAM-BUS, Dansk Byggeri and 3F agree to continue the cooperation on the health and safety bus and to expand its activities.

The parties agree that the pool to operate BAM-BUS is increased from DKK 0.10 per hour to DKK 0.12 per hour and that the funds are obtained from the existing Cooperation and Occupational Health and Safety Fund.

The parties agree that BAM-BUS should improve its knowledge acquisition and communication efforts through relevant channels to make a wider circle of enterprises, employees and organisations aware of good and usable suggestions and solutions to the industry's problems. Moreover, the parties agree to amend the provision on the focus in the visiting activities of BAM-BUS, so that the major part of the visits should be commissioned instead of outreach visits, in contrast to the provision of the 2015-2020 Target and Framework Plan, which state that half of the visits should be outreach visits.

Before August 2017, the executive committee of BAM-BUS decides, on the basis of a recommendation from the chairmanship of the steering group, how BAM-BUS is most expediently organised, including how knowledge acquisition and communication efforts should be organised, so that BAM-BUS can continue to work as a consultancy service where the consultants are neutral in relation to the parties' special interests.

Furthermore, the parties agree on the value of the Knowledge Service for clients and project engineers and the Trainee Project, respectively, and will consequently determine in due time whether the projects should be continued and, if so, clarify how they are to be financed.

Copenhagen, 7 March 2017

Protocol on occupational health and safety policy efforts in the building and construction field

The Danish Working Environment Authority's efforts in the building and construction field must be strengthened to obtain a safe and healthy working environment. A key pivotal point of these efforts is that the Working Environment Authority supervises all obligations under the Danish Working Environment Act.

The parties agree to commence a dialogue in early 2017 with the Minister for Employment on a strategy or multi-year action plan for the building and construction field. The strategy/action plan must set the course, set targets and address the biggest challenges in the building and construction field so as to help strengthen efforts in the health and safety field in the industry.

In the coming dialogue with the Minister for Employment, the focus areas to be included in a future strategy/action plan must be identified. The parties agree that the following areas should be addressed in the strategy:

- Development of inspection targeted at the industry. The time of inspection in the building and construction field is used on the most important health and safety challenges, and the inspections are planned according to the conditions in the industry.
- Orderly conditions for fair competition, including the supervision of foreign enterprises and registration in the Register of Foreign Service Providers (RUT).
- Employers, employees, suppliers, project engineers, consulting engineers and clients each have a responsibility under the Working Environment Act. The Working Environment Authority must monitor the compliance by each of the players with their obligations under the working environment legislation. The Working Environment Authority's focus on the employer's obligations must be maintained, but initiatives aimed at clients, consulting engineers, project engineers, suppliers and employees should also be taken. The initiatives should be maintained over an extended period of time, both to enhance the impact in the long term and to consolidate the Working Environment Authority's knowledge base in this field.

- Early cooperation between the Danish Working Environment Authority and the parties when new initiatives are to be developed to ensure the best possible efforts in the building and construction field.
- Maintenance and enhancement of knowledge and competencies in the Working Environment Authority. As part of the development and implementation of the strategy/action plan and to ensure that it has the intended effect, knowledge and competencies in the Working Environment Authority in the building and construction field must be maintained and strengthened, and a strategic position must be taken on how this is to happen.

Copenhagen, 7 March 2017

Protocol on skills development in the building and construction industry

The parties to the collective agreement agree that as part of preventing a lack of qualified labour, it is relevant to focus on increased skills development of employees in the industry.

There is a need for increasing the training efforts broadly across the industry – in relation to enhancing the employees' general skills, getting more unskilled employees to train to become skilled employees and giving skilled employees in the industry the possibility of training and education at an advanced level within the industry.

In some situations, increased digitalisation and new technology make new demands on the employees' qualifications. It is important to the development and growth of enterprises that the employees have the right and up-to-date skills. At the same time, it is important for the employees' retention and development of their employment that they have the possibility of ongoing, relevant skills development.

Against this background, the parties to the collective agreement agree:

1. to increase focus on the need to enhance general skills within reading and writing among the employees in the industry.

New technology not only makes demands on new technological and digital skills, in some cases it also makes demands on the employees' general skills.

Dyslexia education, preparatory adult education and general adult education are eligible for support from the Construction and Civil Engineering Sectors' Development Fund (*Bygge- og Anlægsbranchens Udviklingsfond*). Cooperation must be established among the providers of general adult education on outreach activities and services targeted at the building and construction industry.

2. That unskilled employees in the industry must be encouraged to obtain qualifications as skilled employees.

After three months' employment, employees are entitled to a prior learning assessment as agreed with the enterprise. The prior learning

assessment results in an assessment of the credit the employee may get for completing adult vocational training, and, based on the assessment, the enterprise and the employee discuss the possibility of adult apprenticeship. Participation in a prior learning assessment is eligible for support from the Construction and Civil Engineering Sectors' Development Fund.

3. That skilled employees in the building and construction industry must have better possibilities for further training and education in the industry. With the establishment of two new short-term further education courses in building technology and building coordination, skilled employees in the building and construction industry now have the opportunity to improve their qualifications on a part-time basis. There is heavy demand for building managers with vocational training, and consequently an agreement may be made with the enterprise for skilled employees to study at the above two education courses. Moreover, the two education courses include modules in digital building processes that will be increasingly important as digitalisation in the construction industry intensifies. Participation in the short-term further education courses in building technology and building coordination are eligible for support from the Construction and Civil Engineering Sectors' Development Fund.
4. The parties agree to discuss the possibilities of bringing attention to the above possibilities, for example by launching
 - An information campaign targeted at enterprises and employees in cooperation with the Workers' Educational Association (*Arbejdernes Oplysningsforbund – AOF*) on outreach activities in connection with dyslexia education, preparatory adult education and general adult education.
 - An information campaign "from unskilled to skilled" targeted at enterprises and employees in cooperation with job centres, Regional Labour Market Councils and vocational colleges.
 - An information campaign targeted at enterprises and employees in cooperation with the eight business academies/colleges of professional education that offer the short-term further education courses in building technology and building coordination.

The negotiations between the parties take place before 1 September

2017. The finances required to support the information campaigns are found in the existing Development and Education Foundations.

Copenhagen, 7 March 2017

Protocol on night work and health checks

In connection with the implementation of the EU Directive on working time, the parties mentioned below have agreed as follows on night work:

Enterprises must ensure that night workers are offered free health checks before they start night work employment and subsequently at regular intervals.

Further, enterprises must ensure that night workers who suffer from health problems that are demonstrably caused by their night work are transferred, whenever possible, to day work that suits them.

A night worker is an employee who usually performs at least three hours of his daily working hours in the night period or is expected to perform an agreed part of his annual working hours in the night period.

The agreement does not alter the night work rules of the collective agreement, including payment for night work.

Copenhagen, 5 March 2010

Protocol on social dumping

The parties agree to set up a committee to regularly monitor and discuss the use of foreign labour in the building and construction sector as well as in the industrial sector.

The committee is to follow cases considered according to this present agreement with a view to assessing whether the rules meet the objective. In addition, the committee may take the initiative to hold meetings, launch awareness campaigns and other activities regarding foreign labour.

Furthermore, the committee is to follow cases that arise in relation to the integration of foreign labour in industrial enterprises.

Copenhagen, 5 March 2010

Protocol
on Regulation no. 2016/679 on the protection of natural
persons with regard to the processing of personal data
("the General Data Protection Regulation")

The parties agree that the provisions of the collective agreement and the related case handling must be interpreted and considered in accordance with the General Data Protection Regulation, which enters into force in Denmark on 25 May 2018.

Further, the parties agree that the present practice of processing and transferring personal data is maintained in order to take into account the provisions of the collective agreement on the presentation of relevant background information and the provisions of the Danish Data Protection Act on the processing of personal data.

Copenhagen, 7 March 2017

Protocol on additional holidays for posting enterprises

At a meeting today between the below parties, the provisions of the collective agreement on holidays for posted employees were discussed.

The parties agree as follows:

Object

The object of the agreement is to avoid double payment of holidays and to ensure that posted employees receive payment at the same level as other employees covered by the collective agreement. Hence, posting enterprises must not be placed in a less or more favourable position than similar Danish enterprises.

The provisions in the article of the collective agreements (Article 67 of the Collective Agreement for the Construction and Civil Engineering Sectors) on "**Holiday and weekday holiday provisions for posted employees**" are changed as follows:

New para. 1:

The provisions of Articles 56 - 65 do not apply to posted employees, i.e. employees who normally perform their jobs outside Denmark and who are temporarily working in Denmark; see Act No. 849 of 21 July 2006 on the Posting of Employees.

New para. 2:

Taking holidays

Pursuant to the Posting of Employees Act, posting enterprises must ensure that posted employees get the number of paid holidays fixed pursuant to the Danish Holiday with Pay Act. The posted employee and the enterprise must arrange for the taking of any additional holidays according to the rules in the home country.

Payment of holidays

If, pursuant to the holiday rules in their home country, posted employees are entitled to fewer days of paid holidays per holiday year than provided for by the Danish Holiday with Pay Act, the enterprise must give additional holidays pro rata to the period in which the employee performs work in Denmark, up to the number of days fixed in the Danish Holiday with Pay Act.

Alternatively, it may be agreed between the enterprise and the employees

that insofar as permitted by the legislation in force from time to time, the enterprise pays compensation to the employees for the missing holidays, together with their pay. The settlement of the remaining contribution/pay supplement must, cf. the provisions of the collective agreement to this effect, appear from the payslip and be paid out/in for each pay period.

It follows from section 6(1) of the Posting of Employees Act that if the legislation otherwise applying to the employment is less favourable to the employee in respect of the number of holidays and the payment for such holidays than sections 7, 23 and 24 of the Danish Holiday with Pay Act, the employer must ensure that the employee is granted additional paid holidays so that the employee is placed in a position that is as favourable as that accorded by the above provisions. This means that if the home country's holiday scheme is less favourable than that of the Danish Holiday with Pay Act, the employees may earn additional holidays and/or holiday allowance or paid holidays during their posting to Denmark in accordance with the provisions of the Danish Holiday with Pay Act. Under the Danish Holiday Act, employees are entitled to five weeks' holiday with pay at a rate of 12.5% of the annual pay in holiday allowance or with full pay during the holidays plus a holiday bonus of 1% of the annual pay. The additional holidays and/or holiday allowance should not be given according to the provisions of the Danish Holiday with Pay Act, but in a manner fitting into the holiday rules of the home country.

New clause 3:

Especially regarding weekday holidays and floating holidays

If the supplement is clearly stated in the employee's payslip, cf. the provisions of the collective agreements to this effect, or in a similar statement, a posting enterprise may omit to establish a weekday holiday and floating holiday savings account, but instead pay the contribution regularly as a pay supplement, including the payment for holidays not taken.

New clause 4:

German enterprises

As regards German enterprises affiliated to ULAK, the German construction sector's holiday fund under the social fund for the construction sector SOKA-Bau, the parties agree that no examination should be made as to whether holiday allowance and payment for weekday holidays paid in Germany correspond exactly to the Danish rates. The agreement between the Federal

Ministry of Work and Social Affairs in the German Federal Republic and the Ministry of Employment in Denmark ensures mutual recognition of the Danish and German holiday rules. According to the Danish-German holiday agreement, the above presupposes that a statement from ZVK-Bau has been submitted to the Danish union, containing the required gross list of employees.

Commencement

It is agreed that the agreement enters into force at 28 February 2017.

Approval

The agreement was concluded subject to the approval of the organisations.

Copenhagen, 20 January 2017

Protocol on pension matters for posting enterprises

At a meeting today between the below parties on pension matters for posted employees, the following agreement was concluded on payment of pension contributions to posted employees who pursuant to the Pensions Directive (no. 1998/49) receive pension contributions for a supplementary pension scheme in their home country:

Object

The object of the agreement is to avoid double payment of pension contributions and to ensure that posted employees receive payment at the same level as other employees covered by the collective agreement. Hence, posting enterprises must not be placed in a less or more favourable position than similar Danish enterprises if they pay contributions to a supplementary pension scheme in their home country.

Duty to pay pension contributions

If the foreign enterprise pays contributions to a supplementary pension scheme in the home country during the posting, the enterprise is exempted from the duty to pay pension contributions to PensionDanmark for the employees who are covered by a supplementary pension scheme in their home country. The enterprise's documented contributions to a supplementary pension scheme in the home country can be set off against the contributions that the enterprise must pay under the collective agreement. Instead of paying pension contributions to PensionDanmark, the enterprise pays the difference up to the pension rate applying under the collective agreement into a supplementary pension scheme for the employee in his or her home country or pays the difference as a pay supplement to the employee. Settlement of the remaining contribution/pay supplement must, cf. the provisions of the collective agreement to this effect, appear from the payslip and be paid out/in for each pay period.

The pension contribution/pay supplement is calculated on the basis of the same pay components that form part of the basis for the pension entitlement under the collective agreement. This applies whether or not the pay component in question is subject to tax in the home country.

Contact to PensionDanmark

It is agreed that the parties will subsequently take up negotiations with PensionDanmark with a view to the practical implementation of the agreement in PensionDanmark's system.

Commencement

The agreement comes into force on 28 February 2017.

Approval

The agreement was concluded subject to the approval of the organisations.

Copenhagen, 20 January 2017

Protocol

on recruitment and skill development for construction and civil engineering projects

The Danish Construction Association (Dansk Byggeri) and the United Federation of Danish Workers (Fagligt Fælles Forbund – 3F) will initiate a number of joint activities, which combined are to ensure that the necessary qualified labour can be recruited for the many construction and civil engineering projects.

Attention must be focused both on attracting more young people to the industry through vocational training programmes and on improving the qualifications of unemployed people to work in the industry.

Recruitment

The Danish Construction Association and 3F will continue the work from the previous collective agreement term of providing more traineeships and trainees in the construction industry.

Further, the parties will work actively to retrain and improve the qualifications of unemployed people to work in the building and construction industry. This may be effected by using existing schemes such as

- the adult trainee scheme, which has turned out to be an excellent recruitment channel among unemployed and employed adults
- job rotation where employed people start on education and training programmes and unemployed people have the opportunity of improving their qualifications and getting work experience.
- the use of training packages prepared by the parties, preferably supplemented by on-the-job learning.

The Danish Construction Association and 3F will work for the setting up of a task force in the regions, consisting of representatives of 3F, the Danish Construction Association, the employment region, job centres and educational institutions which will contribute to the coordination of activities.

The parties agree that expenses for projects and joint activities are paid for through the Building and Construction Industry's Development Fund (Bygge- og anlægsbranchens Udviklingsfond).

Copenhagen, 2 March 2014

Protocol

on information on the use of subcontractors

At the request of the shop steward or the Federation, the enterprise must provide information about the subcontractors that currently perform tasks for the enterprise within the occupational scope of the collective agreement. The information must include the name of the enterprise, its CVR number and the address provided to the enterprise by the subcontractor. None of the information given about the subcontractor may be disclosed or made the object of any kind of publication.

The agreement is inserted as a protocol to the collective agreement.

Either party may terminate the agreement by giving six months' notice to the end of a collective agreement term.

Copenhagen, 7 March 2017

Protocol on productivity growth through cooperation and planning

The Danish Construction Association (*Dansk Byggeri*) and the Federation of Building, Construction and Wood Workers' Unions (*Bygge- Anlægs- og Trækartellet – BAT*) agree to continue to work to improve productivity and hence earnings and job security for the parties' respective members.

The work will be based on the experience we have gained from previous joint projects such as "Better Bottom Line 1 and 2" and "Trust based lean" and from the work performed in the organisation Lean Construction Denmark.

A committee is set up between the parties with a view to identifying the possibilities for new joint projects to improve productivity in the industry.

Copenhagen, 2 March 2014

Chapter 22 Annexes

Annex 1 General Agreement of 31 October 1973 with amendments of 1 March 1981, 1 March 1987 and 1 October 1992 concluded by the Danish Employers' Confederation and the Danish Confederation of Trade Unions applies to the collective agreement

Section 1

Recognising the desirability of settling questions relating to pay and employment conditions by concluding collective agreements, where necessary with the participation of the central organisations, the central organisations and their members undertake not to prevent employers and employees, either directly or indirectly, from organising themselves within the organisational framework of the central organisations. It shall therefore be considered an anti-organisation act if one of the parties to the present General Agreement takes action against another party on the grounds of organisation affiliation and thus not on industrial motives.

Section 2

(1) Where a collective agreement has been concluded, no stoppage of work (i.e. strike, picket, lockout or boycott) can be initiated during the period of the collective agreement's validity in the sector covered by the agreement, unless warranted by the Standard Procedure for the settlement of Industrial Disputes, or by collective agreement. Secondary strikes or lockouts may be initiated in accordance with agreements and case law.

(2) A work stoppage is lawful only if approved by at least three-quarters of the votes cast by a competent assembly under the rules of the relevant organisation and only if due notice has been given in agreement with the provision laid down in (3). Exceptions to the

provision are work stoppages in situations mentioned in section 5(2) of the Standard Procedure.

(3) Any intention to submit proposals for a stoppage to such an assembly shall be notified to the executive committee of the other central organisation by special and registered post at least two weeks before the proposed stoppage is planned to start. The other party shall be similarly informed of the assembly's decision at least one week in advance of the work stoppage. Regarding notice of enforcement of work stoppages, the above-mentioned notice periods shall be reduced to at least seven days and three days respectively.

(4) The central organisations, their affiliated organisations and other organisations parties to the General Agreement shall be committed by all reasonable means to prevent stoppages in disagreement with the collective agreement. Should such a stoppage be initiated, the organisations further undertake to endeavour to terminate it.

(5) It shall be taken to be a strike or a lockout if workshops or workplaces are systematically vacated or ultimately closed.

(6) During an industrial dispute between the parties to the present agreement or between their members and unaffiliated employee or employer organisations or enterprises, no support shall be given to the unaffiliated organisations or enterprise by any party to this agreement. An organisation or an enterprise joining one of the central organisations or one of their affiliates shall not be regarded as unaffiliated, provided that a work stoppage has not been started before joining or been unequivocally announced following unsuccessful negotiations.

Section 3

(1) Agreements concluded between the central organisations shall be respected and complied with by all member organisations, and responsibility for this lies with the relevant central organisation.

(2) Disputes as to whether an agreement exists shall be settled by the Industrial Court, unless the parties agree to have the dispute settled through industrial arbitration. Disputes concerning an agreement's coverage shall be settled through industrial arbitration.

Section 4

(1) Employers shall exercise the managerial right in accordance with the provisions laid down in collective agreements and in cooperation with employees and their elected representatives, as provided for in agreements between the Danish Confederation of Trade Unions and the Danish Employers' Confederation.

(2) Employees who have been employed specifically and unconditionally for piecework, cannot have their employment conditions altered unless the employer in question compensates the employees for any financial losses thereby incurred. Any disputes arising in relation to this shall be settled through the usual system of solving industrial disputes.

(3) No arbitrary action shall take place in connection with dismissals of employees, and complaints of alleged unfair dismissals can therefore be dealt with according to the below-stated rules. The central organisations recommend that cases concerning alleged unfair dismissals be dealt with as speedily as possible by the parties concerned. In cases where a claim is made to set aside a dismissal, the proceedings shall, as far as possible, be completed before the relevant employee's term of notice expires.

(a) In case of dismissal of an employee who has been employed in an enterprise for at least nine continuous months, the employee concerned is entitled to request the reason for his dismissal in writing.

(b) If the employee claims that the dismissal is unfair and unwarranted by the situation of the employee and the enterprise, a request may be made for the case to be settled locally between representatives of management and employees. The local negotiations shall be completed within two weeks of notice being given.

In case the employer has given flagrantly incorrect information about the reason for the dismissal and this is of considerable importance to the case, the above notice shall be counted from the time that the employee was or should have been given the correct information.

The local negotiations, however, shall be completed within three months of notice being given.

(c) In case agreement is not reached, and the relevant trade union (or central management) requests that the matter be taken further, negotiations shall immediately be initiated between the employee and employer organisations.

(d) If agreement is not reached, the relevant trade union (or central

management) is entitled to submit a complaint to one of the central organisations' permanent Tribunals. The complaint shall be submitted to the Tribunal and to the opposing organisation within seven days of the conclusion of negotiations between the employee and employer organisations. The Tribunal's precise composition and method of operation shall be laid down in the Procedures for the Tribunal.

- (e) The Tribunal shall make a reasoned award. If the Tribunal finds that a dismissal is unfair and unwarranted by the situation of the employee or the enterprise, it may, after a claim to that effect, set aside the dismissal, unless there has been, or can be taken to be, a breakdown in compatibility between the employer and the employee, such as to preclude any further continuation of the employment relationship. If the Tribunal finds that the dismissal is unfair, but that the employment relationship should nevertheless be discontinued, or if a claim is made for compensation for unfair dismissal, cf. above, the Tribunal may decide that the enterprise should pay compensation to the dismissed employee. The amount of compensation depends on the circumstances of the case and the length of service of the unfairly dismissed employee. Compensation may not exceed 52 weeks' pay, calculated on the basis of the average earnings during the preceding year.
- (f) If the Tribunal is presented with cases where a claim is made that a dismissal is unfair, and, according to legislation, the dismissed employee has a different legal status than the one provided for in the General Agreement, the Tribunal shall, upon a claim from the plaintiff, base its decision on the relevant legislation.

Section 5 (deleted)

Note

The central organisations agree that a difference continues to exist between the legal position of managers and that of ordinary employees, as also appears from legal practice.

In the event that removal of section 5 of the General Agreement gives rise to organisational problems in the labour market, the parties are ready to discuss the matter with a view to resolving the issue.

Section 6

(1) The central organisations shall oppose any attempts to exclude persons from joining employee organisations on the basis of

company law provisions, or other contracts or ownership of shares, which do not make the persons concerned genuine co-owners of the enterprise.

(2) When deciding whether an employee is a genuine co-owner, it has to be considered whether the employee concerned can be dismissed in accordance with the general rules on employment as laid down in legislation.

Section 7

(1) The term of notice for terminating agreements and wage rates and other employment conditions shall be three months, unless otherwise agreed.

(2) Even in cases where an agreement has been terminated or has expired, the parties remain committed to observe its provisions until it has been superseded by a new agreement or until a work stoppage has been initiated in agreement with the rules of section 2.

Section 8

(1) The central organisations, agree that, where the employment relationship allows for it, rules concerning employee representatives shall be in collective agreements.

(2) When an employee representative has been elected in compliance with the provisions of the collective agreements, the employment relationship cannot be terminated, unless the termination is due to lack of work, until the relevant employee's organisation has had the opportunity to submit the case to industrial procedure in order to test whether the dismissal is unfair. The procedure shall, in order to have delaying effect, be initiated within one week, and terminated as soon as possible.

(3) If an employee representative is dismissed due to lack of work, the employment relationship cannot be terminated during the term of notice, cf. (4), until the representative's organisation has had the opportunity to submit the case to industrial procedure in order to test whether the dismissal is unfair. The procedure shall, in order to have delaying effect, commence within one week.

(4) If the dismissal is caused by lack of work, the special notice obligation provided in the collective agreement, according to which the employee representative has been elected, shall cease to apply. In such cases, the employee representative is entitled to the ordinary term of notice, as provided by the collective agreement.

(5) If an employee representative is transferred with the effect that he can no longer undertake this function, he shall be given rights equal to those applying to dismissals, cf. (2), (3) and (4).

Section 9

(1) The central organisations shall promote cooperation between the organisations and shall encourage smooth and stable working conditions in undertakings through the joint cooperation committees or through other appropriate bodies.

(2) Neither side shall hinder an employee in the performance of his job to the fullest extent allowed by his training and abilities.

Section 10

(1) In the event of an alleged breach of this Agreement or of any other collective agreement concluded by the central organisations or their members, a joint meeting shall be held, with the participation of the central organisations, before a complaint is submitted to the Industrial Court.

(2) In case the alleged breach of agreement is in the shape of a work stoppage, cf. section 2, which has not yet been terminated, the joint meeting shall be held immediately and, at the latest, the day after the stoppage was initiated. In other cases the joint meeting shall be held as soon as possible. The party requesting a joint meeting may demand that the joint meeting be held within a week.

(3) The request to hold a joint meeting shall to the extent possible state the details of the case and relevant documents of the case shall be enclosed.

(4) If the parties agree, the appointed joint meeting may be held by telephone.

(5) At the joint meeting the reasons underlying the dispute shall be explained and endeavoured to be solved. Minutes will be taken, from which will appear the positions of the parties.

Section 11

Associations and undertakings affiliated to the central organisations may not, by resigning from the central organisations, absolve themselves from the commitments undertaken under the present General Agreement. These commitments shall remain valid until the General Agreement has lapsed following termination by one of the central organisations.

Section 12

(1) This General Agreement shall remain in effect until terminated by six months' notice as at 1 January, but not earlier than 1 January 1995. Either of the central organisations wishing to amend the General Agreement shall inform the other party six months before notice of termination, after which negotiations with the object of reaching agreement and thus avoiding termination of the General Agreement shall be commended.

(2) Should negotiations to renew the General Agreement, after due notice of termination has been given, not be completed by 1 January, the Agreement shall remain in force, irrespective of whether the termination date has been exceeded, until the current collective agreements have been superseded by new ones. The Agreement thus lapses at the time the new agreements are implemented.

Protocol

The parties agree that work stoppage is to be avoided, and that the organisations shall actively contribute to this end; cf. the terms of this General Agreement.

The central organisations agree that guidelines for the holding of joint meeting shall be worked out as soon as possible.

Copenhagen, 1 October 1992

Annex 2

Travel allowance

(Applicable only to employment at non-permanent workplaces)

Copenhagen and North Zealand, Zone 1

Travel allowance

Regarding the civil engineering, bricklayer and carpentry trades
for work within the area covered by the Collective Agreements for
Copenhagen and
North Zealand, Zone 1

(Decision of the Collective Agreement Tribunal of 18 November 1948 as amended)

Where an employee, who is residing in the Cities of Copenhagen or Frederiksberg, is employed at a workplace within the area covered by the Collective Agreements for Copenhagen and North Zealand, Zone 1, and the workplace is located more than one km (straight-line distance) outside the boundary of the City of Copenhagen, such employee will be paid an allowance according to the rules stated in paras. 1 - 4 below; see para. 5. Where an employee, who is residing within the area covered by the Collective Agreements for Copenhagen and North Zealand, Zone 1, but outside the Cities of Copenhagen and Frederiksberg, is employed at a workplace located in the area covered by the Agreement, and the workplace is located more than two km (straight-line distance) outside the city in which the employee lives, such employee will be paid an allowance according to the rules stated in paras. 1 - 4 below; see para. 5.

1. Weekly or monthly travel cards for public transport are paid for by the enterprise for the part of the distance lying outside the fare zone or station which is nearest to the present local authority boundary (in this regard the City of Frederiksberg is reckoned as part of the City of Copenhagen). If the employee does not wish to use public transport, the allowance for use of own vehicle cannot exceed the expenses for public transport.
2. If transport by public transport paid for by the enterprise is only possible for part of the distance from the local authority boundary to

the workplace, the employee will receive an additional allowance per day on which he reports for work of DKK 1.20 per kilometre or part of a kilometre for the kilometres where public transport cannot be used. The number of kilometres is measured by the nearest route, and the allowance is only calculated one way. If, after transport by public transport, the distance from the means of transport to the workplace is one km or below, no allowance will be paid for this distance.

If the employee does not wish to use public transport, the allowance for use of own vehicle for this part of the distance cannot exceed the expenses for public transport.

3. Where use of public transport is not possible or expedient, the employee will receive an allowance per day on which he reports for work of DKK 1.20 per kilometre or part of a kilometre for the distance from the local authority boundary to the workplace. The number of kilometres is measured by the nearest route, and the allowance is only calculated one way.
4. Where the transport distance from the local authority boundary (in this regard the City of Frederiksberg is reckoned as part of the City of Copenhagen) to the workplace exceeds 12 km, in addition to the amount stated in paras. 1 - 2, the employee receives an extra allowance of DKK 0.55 per kilometre or part of a kilometre in excess of 12 km, the allowance only being calculated one way. This allowance of DKK 0.55 per kilometre is not granted for the distance mentioned in para. 2, third sentence, for which no allowance is paid.
5. Payment of travel allowance pursuant to paras. 1 - 3 lapses if the enterprise provides necessary and suitable transport from the fare zone or railway station nearest to the local authority boundary.

Where the employee is engaged for the work at the actual workplace, allowance of every description pursuant to paras. 1 - 4 lapses.

6. Travel allowance pursuant to the above is paid in arrears on the weekly pay day, but monthly travel cards are paid pro rata.

Special provision with regard to roofing work

Travel time and calculation of allowances

As an allowance for the time used to travel to the first workplace in the morning, the following travel allowances are paid:

1. For a distance from the place of employment to the first workplace in the morning measured in road kilometres, one way, the following amounts are paid:

- a. Regional districts

	1.3. 2017	1.3.2018	1.3.2019
From 0 up to and including 7 km, DKK	20.00	20.30	20.65
Over 7 km up to and including 30 km, DKK	40.95	41.65	42.30
Over 30 km up to and including 50 km, DKK	69.60	70.75	71.85

In case of distances of more than 50 km measured in road kilometres, one way, the following additional amounts per kilometre travelled each way above the 50 km limit are paid in addition to the payment for the travel time over 30 km up to and including 50 km:

	1.3.2017	1.3.2018	1.3.2019
DKK	1.22	1.24	1.26

- b. The Capital

The area covered by a circle with its centre in Town Hall Square and a radius of 27 km.

	1.3.2017	1.3.2018	1.3.2019
From 0 up to and including 5 km, DKK	35.30	35.85	36.45
Over 5 km up to and including 10 km, DKK	58.95	59.95	60.90
Over 10 km up to and including 15 km, DKK	82.60	83.95	85.30
Over 15 km up to and including 20 km, DKK	106.10	107.80	109.55
Over 20 km up to and including 30 km, DKK	129.95	132.05	134.20
Over 30 km up to and including 40 km, DKK	153.30	155.80	158.35
Over 40 km up to and including 50 km, DKK	177.00	179.90	182.80

The above travel allowances apply from the beginning of the pay week.

c. Travel in both areas

If the location of the workplace entails travel in both areas, the table with the heading 'The Capital' is used, but in such manner that the sum of km travelled one way in the regional districts divided by 2.5 plus the number of km travelled one way in the capital is used as the point of entry to the table.

2. The above travel allowances cover travel back and forth in the enterprise's vehicle.
3. No travel allowance is paid to employees paid by the hour or at piecework rate if the employee has been requested to report for work at the place of employment when working hours start.
4. In the latter case, travel time is paid by the hour at the minimum rate of pay, see § 21.
5. Place of employment means the enterprise's business address, district office, agreed place for employees to report for work or similar.
6. In cases where, according to agreement with the enterprise, an employee makes a car available to the enterprise and transport himself and/or several other people, the employee is paid per km travelled by nearest practicable route in accordance with state rules.
7. The rates of payment in para. 1 a and b are adjusted by the same percentage rate as the minimum pay rate provided for in the collective agreement; see § 21.

Annex 3

Winter construction

Agreement on winter construction measures

between

the Danish Construction Association (*Dansk Byggeri*) and
the United Federation of Danish Workers (*Fagligt Fælles Forbund – 3F*)
and the Timber, Industry and Construction Workers' Union in Denmark
(*Træ-Industri-Byg i Danmark – TIB*)

General

In order for employees to make full use of working hours for productive activities, protective winter measures will be taken on the following basis:

- Executive Order no. 477 of 18 May 2011 on construction and civil engineering works in the period from 1 November to 31 March
- Section 11(2) (covering) and section 12(1) (stationary work sites) of Executive Order no. 1516 of 16 December 2010 on Building and Construction pursuant to the Working Environment Act.
- Similar protective winter measures will be taken for small-scale construction works lasting more than three working days and performed in the period from 1 October to 30 April, unless such measures will be obviously unreasonable or inappropriate.

When protective winter measures are taken, a distinction is made between:

- a. Seasonal and weather-related protective winter measures (non-contractual protective winter measures).
 1. Weather-related protective winter measures must be taken on the basis of the instructions for the project that must generally be prepared by the client.
 2. Seasonal protective winter measures must be taken on the basis of the contractor's instructions.

Where the project description/construction site plan states or ought to state that protective winter measures must be taken, the employees must be willing, against payment, to take, maintain and possibly remove the measures stated as well as other seasonal protective winter measures – see the list of seasonal and weather-related protective winter measures in chapter 2 of the guidelines to the Executive Order on Protective Winter Measures, as well as section 11(2) of the Executive Order on Building and Construction – according to the employer’s directions. The employees’ obligations also apply to seasonal and weather-related protective winter measures not stated in the project description / construction site plan because the work is carried out pursuant to the pilot scheme described in section 4 of the Executive Order on Protective Winter Measures.

The enterprise supplies the necessary materials and equipment for taking the specified protective winter measures.

- b. Contractual protective winter measures, i.e. measures agreed between the respective parties to the collective agreement. These protective winter measures constitute the measures specified for individual trades, unless:
 - 1. The requirements stated in the project description / construction site plan for the work in question to winter construction measures render the measures mentioned below unnecessary;
 - 2. It is proven that conditions over which the enterprise has no control make it impossible to take one or more of the measures; or
 - 3. The enterprise and the employees employed for the work in question have agreed that one or more of the measures can be dispensed with in the case at hand, as long as any such agreement is not in conflict with the client’s instructions regarding the responsibility for taking the measures.

Where work operations are performed on the same site for an extended period of time, see section 12(1) of the Executive Order on Building and Construction, measures are taken at the employer's initiative to protect against the weather, e.g. erection of a suitable

tent or canopy or relocation of the work to a building or shed, insofar as possible with access to daylight, unless it will be obviously unreasonable or inappropriate.

The employer sets up artificial lights in separate work areas where this is necessary for the proper execution of the work.

The enterprise makes sure that its own water supply is protected against the consequences of frost where this is necessary for the execution of the work.

Employees are obliged to be as careful as possible with protective materials and equipment and lighting measures.

Welfare facilities

1. Where movable wind protection, see section 12(1) of the Executive Order on Building and Construction, is supplied at the initiative of the enterprise, the employees are responsible – without payment – for erecting and moving such movable wind protection.

Where wind protection causes considerable inconvenience to the execution of work, the employees may demand that no wind protection be erected.

Protection of materials

2. The enterprise must provide the necessary covering material and is responsible for covering its own materials. Employees are obliged, without special payment, to uncover and cover such covered materials used for the day-to-day work.

Settlement of industrial disputes

Any disputes relating to the contractual protective winter measures (B), and all issues relating to payment (A+B), will be settled in the usual manner in accordance with the Procedure for the Settlement of Industrial Disputes. Disputes on the scope of protective winter measures (A) cannot be settled according to the Procedure for the Settlement of Industrial Disputes.

Table of seasonal and weather-related measures, based on the Danish Enterprise and Construction Authority (EBST) guidelines relating to new executive order on protective winter measures

	Seasonal	Weather-related
1. Building site measures		
Drainage of surface water	X	
Snow clearance, gritting and de-icing		X
Outdoor general and work lighting	X	
Protection of materials from precipitation	X	
Protection of materials from frost		X
Reinstatement of winter-damaged road surfaces and material storage areas	X	
Establishment of interim winter routes	X	
Frost-protection of water installations	X	
Wind protection and covering of work locations	X	
2. Ground and sewage work measures		
Measures against mud formation	X	
Measures against frost problems		X
Removal of precipitation from ground level and excavations at low temperatures or high humidity		X
Frost protection of ground where freezing can damage established structures		X
Protection of backfill from precipitation	X	
Protection of backfill from frost		X
Replacement of unsuitable backfill		X
Break-up of frost crust		X
Improvement and replacement of winter-damaged surfaces		X

3. Concrete work measures		
Measures to combat snow and ice on formwork, reinforcement and aggregates		X
Measurements to combat frost destruction of hardening concrete		X
Measures to protect concrete surfaces	X	
4. Masonry measures		
Measures to protect bricks, wall blocks, etc. from wet	X	
Measures to protect mortar from low temperatures		X
Coverage and/or protection of newly erected masonry from precipitation	X	
Coverage and/or protection of newly erected masonry from precipitation		X
5. Roofing measures		
Measures against precipitation		X
Drying of roof at low temperatures		X
Removal of snow, frost, ice and water		X
6. Indoor work measures		
Temporary sealing of intermediate floors and/or roof structures against water seepage, cold and heat loss	X	
Drainage of rain and meltwater	X	
Snow clearance on uncompleted intermediate floors and roof decks		X
Closure of facade openings	X	
Heating and ventilation		X
Drying out of precipitation moisture	X	

Annex 4

Contract of employment

Danish Construction Association

Contract of employment for employee paid by the hour

Between **employee:**

Name:
Address:
Postal code:
Civil reg. no.:
Tel. no.:
Bank: reg. no.: Account no.:

and **enterprise:**

Name:
Address:
Postal code:
CVR no.:
Tel. no.:

1

Employed at: Date: _____	Month: _____	Year: _____
The employee is employed at: Building and construction workplaces)		(non-permanent
The employee is employed at: a permanent workplace		. State
address: _____		
Employed as:	Semi-skilled worker	Bricklayer
labourer	Stone mason	Paver
	Housepainter	Sign writer
	Carpenter/joiner	Thatcher
	Glazier	Wood
	industry worker/woodcutting machinist	
	Floor layer	Electrician
	Industrial lacquerer	Construction worker
	specialising in earthworks or concrete works	Scaffolder
	Driver	Metal worker/plumber
Other: _____		

2

The following collective agreement concluded between the Danish Construction Association and _____ (the employee organisation) applies to the employment: _____

3

Labour market pension: Yes No If "no", state insufficient length of service in months: _____
--

4

At the time of employment, the personal hourly wage for work paid by the hour amounts to: DKK _____
The wage is paid: Weekly Every two weeks
Other: _____
In addition, overtime pay, supplement for staggered hours, payment for work requiring employees to work away from the usual place of work, work requiring employees to be away from their homes overnight and inconvenience allowance may be payable according to the above collective agreement. Holiday rules also follow the above collective agreement.

Piecework may occur, where the price is fixed according to the provisions of the collective agreement, and the duration of the work is fixed. Similarly, various incentive pay schemes may exist, which are also fixed according to the collective agreement. Local agreements may have been concluded.

5 Number of working hours in case of part-time work: _____
hours/week

6 Health:
The employee affirms that he has no knowledge of suffering from any chronic or other disease, which will be of significant importance to the employee's capacity for work for the job concerned.

7 Absence – sickness:
In case of sickness, the employee must notify the enterprise on tel. _____ not later than on the first day of sickness at the start of working hours. If the employee has received a solemn declaration, he must send it to the enterprise on the first day of sickness. The enterprise may demand a fit for work certificate etc. according to the provisions of the Danish Sickness Benefit Act (*Sygedagpengeloven*).

Absence – other:
All other absence such as holidays must have been agreed with the enterprise.

8 The employee has received an employee handbook: Yes No

9 The employee is employed in the enterprise to perform work in accordance with the above collective agreement.

Date: _____

Enterprise

Employee

Instructions

Item 1:

State the date of employment.

See the provisions of the collective agreement on the definition of permanent workplaces. If, at the date of employment, the employee is expected to carry out both work in the workshop and work away from the usual place of work, tick both spaces. Tick the trade in which the employee is to work. After the space "other", state any trade that falls outside those stated, e.g. upholsterer or boy.

Item 2:

As employers' association, state the Danish Construction Association (Dansk Byggeri).

As employee organisation, state the trade union that is the employee party to the collective agreements concluded between the Danish Construction Association and members of the Federation of Building, Construction and Wood Workers' Unions (Bygge- Anlægs- og Trækartellet – BAT). State the employee party to the agreement, not the trade union, of which the employee is a member.

The following trade unions are members of BAT:

United Federation of Danish Workers (including bricklayer work) (Fagligt Fælles Forbund – 3F), Danish Metal Workers' Union (Dansk Metal), Painters' Union in Denmark (Malerforbundet i Danmark), Danish Union of Electricians (Dansk El-Forbund), Danish Union of Plumbers and Allied Workers (Blik- og Rørarbejderforbundet i Danmark).

Item 3:

The employee must provide this information.

Sufficient length of service is achieved after six months' paid employment irrespective of trade. NB: Employees employed under the collective agreement concluded between the Danish Construction Association and the Painters' Union in Denmark must have served six months under a collective agreement in the trade. Length of service is accumulated across company affiliation.

If the six months' service has not been accumulated, state precisely how many months/weeks are left before the sufficient length of service has been accumulated.

Item 4:

In case of other forms of pay settlement, attach them to the contract of employment.

According to the collective agreement concluded between the Danish Construction Association and the Painters' Union in Denmark, employment is exclusively on a piecework basis.

Items 6 and 7:

If the employee handbook or similar sets out other rules, cross out items 6 and 7 and give the employee the rules in force together with the contract of employment.

Annex 5 Offshore Agreement

Set of rules for work on floating and fixed platforms

In addition to the collective agreement in force for the organisations, the following rules form the basis for employment relationships that are established:

1 Scope

These present guidelines apply to all work on floating and fixed platforms. The guidelines concern work of a duration of at least one complete period of work and time off (four weeks).

For work of a duration shorter than one complete period of work and time off, see Rule 3, para. 4.

2 Working time

1. The work period on platforms is 14 days followed by 14 days off ashore. The work period may be changed at management's discretion, taking the interests of the enterprise into account. The ratio between working days and days off must be 1:1. The number of normal, effective daily working hours is 12 hours on all days of the week. If an employment relationship covering a complete period of work and time off is cut short before the end of the period, working hours performed are settled in accordance with Rule 3, paras. 1, 2 and 3.
2. The number of working hours per work period (14 days) is 168. For each work period, the employee earns 20 hours of time off. Time off thus accumulated must be used within 12 months, taking into consideration the operational conditions of the enterprise. Time off is arranged in consultation with the employees.
For use during the accumulated time off in lieu, an amount equal to ten hours' pay (hourly pay rate including offshore allowance) per work period is set aside.
If the time off in lieu is not taken within the 12-month deadline, the

amount set aside is paid out with the addition of 20 hours' overtime payment.

3 Pay issues

1. Pay is fixed in accordance with the provisions of the collective agreement.

In addition to pay, a special offshore allowance will be paid from the beginning of the pay week which includes

1 March 2017 per hour.....	DKK 37.95
1 March 2018 per hour.....	DKK 38.55
1 March 2019 per hour.....	DKK 39.15

The offshore allowance includes all allowances provided under the provisions of the collective agreement and covers all special conditions connected with offshore work.

2. For work exceeding 12 hours per day, an overtime rate fixed at 50% of the agreed hourly pay including offshore allowance is paid. If total working hours during a 14-day period exceed 168 hours, payment for the exceeding working hours is increased by 50%.
3. The provisions of paras. 2 and 3 do not apply to work of short duration. For work of a duration shorter than one complete period of work and time off, a local agreement is concluded in accordance with the provisions on work requiring employees to be away from their homes overnight; see Rule 7. Working hours in case of work of short duration may be the same as the daily and weekly working hours mentioned in Rule 2, but working hours exceeding the weekly working hours stipulated in § 7 of the collective agreement – weekly working hours – are settled in accordance with the provisions of the collective agreement, and time off in lieu is taken according to agreement and adapted to the special conditions in the offshore sector.
4. In addition to pay, payment for public holidays is granted in accordance with the provisions of the collective agreement.
5. For work on public holidays, i.e. the days for which advance payment for public holidays is due, the following allowance will be paid from the beginning of the pay week which includes

1 March 2017	DKK 489.80
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1 March 2018.....	DKK 497.65
1 March 2019.....	DKK 505.60

4 Travel and waiting time

The work period is calculated from the departure from the base port (agreed meeting point) until arrival at the base port. For additional time of transport between the base port and the place of work, time off in lieu is given to the extent that total working hours exceed the time off ashore. A calculation of this is made every six months, the timing of the time off in lieu being determined by agreement. Waiting time in the base port or on the platform is paid for at the pay rates mentioned in Rule 3.

The organisations recommend that local agreements be concluded on allowances for transport between the employee's place of residence and the base port.

5 Board and lodging

Before the commencement of work, the details of board and lodging are agreed.

6 Holidays

Employees are entitled to holidays and holiday pay in accordance with the provisions of the Danish Holiday Act, but the period in which holidays are taken must be adjusted to the specific work periods.

7 Work requiring employees to be away from their homes overnight

(The present provision originates from Art. XX of the collective agreement between the Confederation of Danish Industries (*Dansk Industri*) and the Central Organisation of Industrial Employees (*CO Industri*), and applies only to work of short duration; see Rule 3, para. 4.)

Definition of work requiring employees to be away from their homes overnight

1. Work requiring employees to be away from their homes overnight means work at a place outside the enterprise requiring the employee to stay overnight.

Payment for work requiring employees to be away from their homes overnight

2. If no other agreement has been made, employees are paid for work requiring them to be away from their homes overnight at the rate of their total average earnings from piecework and work paid by the hour in the enterprise in the preceding quarter.

Payment for travel time

1. Travel time is calculated from the moment when the employee leaves the enterprise in order to make the necessary preparations for the travel.

If travel time is outside normal working hours, two hours for making preparations, etc., plus the time necessary for any local transport, are added to the official time of travel with means of public transport.

2. Payment for travel time is determined by local negotiations. If no agreement is reached, payment for travel time will be as follows:
 - a. Within normal working hours, payment is equal to normal payment for work paid by the hour.
 - b. Outside normal working hours, payment is equal to 75% of the minimum pay rate.

Reimbursement of travel, board and lodging expenses

1. The employee is reimbursed for travel expenses and, if the employer does not provide board and lodging at the place of work, also for board and lodging as determined by local negotiations.

In the event of agreements on subsistence allowance, the duration of travel and the level of costs at the place to which the employee is sent, must be taken into account.
2. In case of work requiring employees to be away from their homes overnight with a duration of less than eight days, board and lodging expenses are paid as per account rendered, unless another agreement has been made.

Annex 6

Agreement on pre-training

Made between the Danish Construction Association (*Dansk Byggeri*),
the United Federation of Danish Workers (*Fagligt Fælles Forbund – 3F*)
and the Timber, Industry and Construction Workers' Union in Denmark
(*Forbundet Træ-Industri-Byg i Danmark – TIB*)

Background

The drop-out rate in vocational training programmes is worrying. The organisations assess that part of this drop-out can be avoided if young people – who choose training/education – have a better practical basis for assessing and feeling whether the trade/training programme is something for them or not.

Pre-training may also advantageously be used as an introduction to the construction and civil engineering sector for young people from different ethnic backgrounds.

Purposes

The purposes of preliminary training for young people are as follows:

- That the enterprise and the young person have the opportunity of establishing cooperation that may subsequently lead to a training agreement
- that the enterprise has the opportunity to form an impression of the young person's personal, general and professional qualifications, and whether such qualifications fit into the trade and the organisation of the enterprise.
- that the young person has an opportunity via relevant work to test his/her abilities and interest for the chosen trade
- to reduce the drop-out rate among trainees
- to create more potential traineeships among more enterprises

Framework

Pre-training agreements can only apply to young people who have reached the age of 15 but still not the age of 18 years.

The enterprise must have been approved as a practical training enterprise to train trainees within the trade, in which the pre-trainee wish to train, as the agreement is made with the intention that an ordinary training agreement will be concluded in continuation of the pre-training period.

The pre-training agreement has a term of not more than six months, but may have a shorter term according to agreement between the enterprise and the pre-trainee.

The entire pre-training period is covered by the collective agreement in the training area in force at the time in question and made between the Danish Construction Association, 3F or TIB, respectively.

At the start of the agreement, the trainee receives at least one set of workwear and safety footwear.

Either party may terminate the agreement at any time by giving five work days' notice in writing. If the enterprise terminates the pre-training agreement before the expiry of the agreement, the enterprise must state in writing the reasons why the pre-trainee cannot complete the pre-training agreement.

A copy of the notice of termination must be sent to the Technical Committee.

The pre-training agreement lapses automatically on the expiry date of the agreement and on conclusion of an ordinary training agreement.

Shorter working hours may be agreed individually in cases where a pre-trainee needs to improve his/her language and academic qualifications.

A copy of the pre-training agreement must be sent to the Technical Committee.

Obligations of the enterprise

1. The enterprise ensures that during the entire agreement period, the pre-trainee is attached to an adult contact person, who is responsible for the training. At the start of the agreement, the contract person responsible for the training must ensure that the pre-trainee receives thorough health and safety instructions regarding the job duties of the trade.

2. The enterprise regularly gives instructions and efficiently monitors that work is performed in accordance with health and safety requirements.
3. The enterprise gives the pre-trainee a beginning insight into the job duties of the trade and organises the pre-trainee's participation in duties with the aim that the pre-trainee learns the technical language used at the elementary level and becomes motivated to undergo vocational training.
4. The enterprise takes out statutory industrial injury insurance that covers the pre-trainee during the entire agreement period.

Obligations of the pre-trainee

1. The pre-trainee must participate in the required safety instructions in the enterprise at the start of the agreement period.
2. The pre-trainee must follow the instructions given by the enterprise and other employees with regard to safety measures and job duties.

The pre-trainee must follow the enterprise's general administrative procedures for staff, which have been laid down and handed out, including:

reporting sickness or other absence and providing address information

Executive Order on work performed by young people

Pre-trainees under the age of 18 are covered by the Danish Working Environment Authority's Executive Order no. 239 of 6 April 2005 with annexes, and attention is drawn to the special provisions in Part 8 regarding authorisations, dispensations, etc.

Contract of employment

The organisations prepare a standard agreement as well as guidelines.

2017

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