

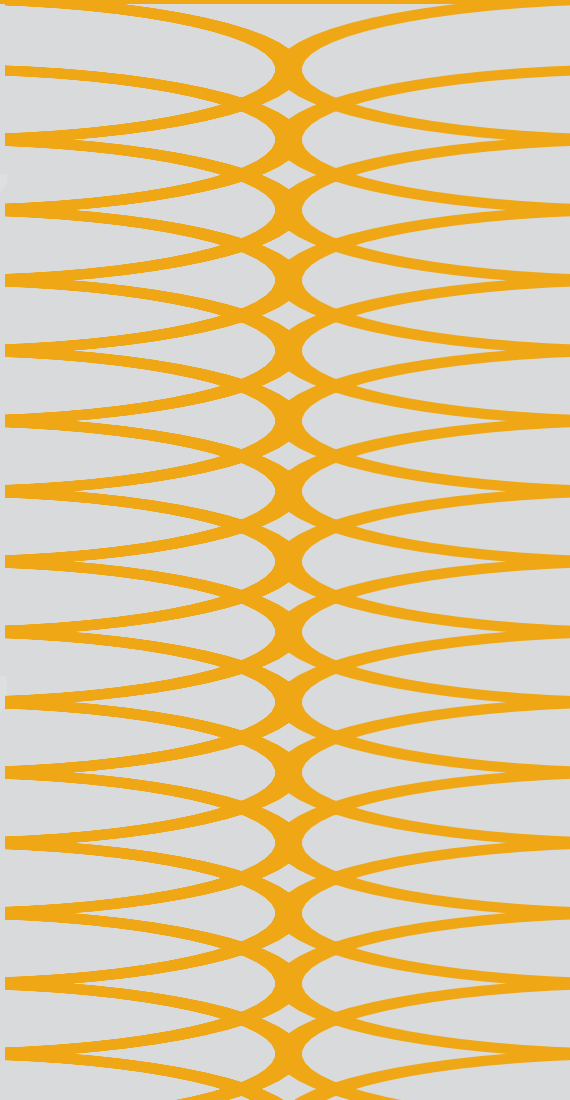


FAGLIGT FÆLLES FORBUND

dansk byggeri

AGREEMENT 2017 FOR BRICKLAYERS AND BRICKLAYERS' LABOURER WORK

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



2017

2017

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2017

Agreement 2017

on

bricklayer and bricklayers' labourer work

between

Dansk Byggeri
(Danish Construction Association)

and

Fagligt Fælles Forbund
(United Federation of Danish Workers – 3F)

General text: Applicable to all areas

Bold text: Applicable to the regional districts only

Text in italics: Applicable only to Copenhagen and North Zealand, Zones 1 and 2

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SECTION 1 – AGREEMENT

Chapter 1

Scope of the agreement

Art 1 Scope

1. The agreement for work for bricklayers and bricklayers' labourers is valid with effect from 1 March 2014 for all members of Dansk Byggeri within the professional scope of the agreement, with the amendments and corrections agreed during the 2012 agreement negotiations.
2. Agreement has finally been reached that with the completion of the consolidation, it has not been the intention of the parties to amend the professional scope of the agreement.

Art 2 Zone division in Copenhagen and North Zealand

Agreement concerning Copenhagen and North Zealand (the Capital)

Zone 1

1. The following municipalities: Dragør, Tårnby, Copenhagen, Frederiksberg, Hvidovre, Brøndby, Vallensbæk, Albertslund, Glostrup, Rødovre, Gentofte, Gladsaxe, Herlev, Ballerup, Furesø, Lyngby-Taarbæk, Rudersdal, Allerød, Hørsholm, Fredensborg.

Zone 2

2. The following municipalities: Helsingør, Gribskov, Halsnæs, Hillerød, Frederikssund, Egedal, Høje-Taastrup, Ishøj, Greve.

Bricklayers' labourers:

3. The agreement applies throughout the country except in the City of Copenhagen and the Municipality of Frederiksberg.
4. The agreement between Dansk Byggeri and Murerarbejdsmandenes Fagforening in Copenhagen is applicable for bricklayers' labourer work in the City of Copenhagen and the Municipality of Frederiksberg.



Art 3 Enrolment of new members

The following applies when enterprises enrol in Dansk Byggeri:

New members with other collective agreements

1. Enterprises admitted as members of Dansk Byggeri which have up to admission been subject to another collective agreement shall be subject to Dansk Byggeri's collective agreements three months after the federation has been informed of the enterprise's enrolment in Dansk Byggeri.

New members subject to accession agreements

2. Adoption agreements applying in enterprises enrolling in Dansk Byggeri shall apply for three months after the federation has been informed in writing about membership of Dansk Byggeri. Subsequently, Dansk Byggeri's collective agreement in the area shall apply.

Acclimatisation negotiations

3. When the federation learns that an enterprise has become subject to the collective agreement in Dansk Byggeri, the federation can request the holding of an organisation meeting; see [Art 68 para. 21](#).

The purpose of the organisation meeting is to examine the opportunities for acclimatising employees to the applicable collective agreement conditions with a view to them complying with the rules of the collective agreement and so that parties to the collective agreement can familiarise themselves with existing terms and conditions of pay and employment for staff.

The applicable pay and employment terms and conditions may be documented during the acclimatisation negotiations.

Resignation

4. When resigning from Dansk Byggeri, the adoption agreement is re-activated unless the enterprise becomes subject to another collective agreement via membership of a Danish Employers' Confederation organisation.

Art 4 Mutual obligations

Journeyman bricklayer

1. Dansk Byggeri undertakes primarily to employ journeyman bricklayers for bricklaying work which is customarily carried out by journeyman bricklayers and trainees.
2. **Fagligt Fælles Forbund's group for bricklayers and bricklayers' labourers undertakes, for itself and its members, not to work for or enter into agreements with any employer organisation outside Dansk Arbejdsgiverforening or employer at lower wages or less favourable terms than the terms agreed between Arbejdsgiverforeningen and its trade unions and the association, provided that doing so does not bring the unions into conflict with current legislation.**
3. **Dansk Byggeri and Fagligt Fælles Forbund's group for bricklayers and bricklayers' labourers agree that if the contracting parties or their members allow work to be done on other terms (piecework and hourly wage) than those agreed in the present agreement, this will be considered a breach of this agreement.**
4. **Two or more enterprises may only cooperate on a piece of work if a genuine business relationship exists. However, work in which a subcontractor or an industrial**

firm employs only journeyman bricklayers and trainee bricklayers (but journeyman bricklayers, trainee bricklayers and bricklayers' labourers when working with plastering, etc.; see section VI P of the pay schedule) to do the work is excepted from this.

5. **Journeymen must not undertake work on their own behalf on new builds, renovation or repair work outside normal working hours.**
6. To improve development of the profession and to ensure that the work is done to a good quality that is also safe, the parties agree to the natural assumption of the employee and the enterprise being members of the organisation bearing the agreement.

Chapter 2

Meeting with the social partners and joint information meeting

Art 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.
5. 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

Conditions of employment

Art 6 Information about terms of employment
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Information about terms of employment

1. When employing staff for more than one month for more than eight working hours per week, the enterprise is obliged to provide the employee with written information on the terms and conditions of employment.

This information must as a minimum include the same information as that emphasised in the employment contract attached as an annex.

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

The parties recommend using the employment contract shown as [Annex 2](#).

Travelling and working abroad

2. When employees are sent to work abroad, the employee must, prior to the start of the trip, be given information on working hours, wages and employment terms, travel (“travel” is understood to mean the outbound and return journey and any local transport), the currency in which the wages will be paid, any supplements in the form of cash or payments in kind during their stay, including subsistence and accommodation, the duration of the work to be done abroad, any insurance taken out for the employee, the extent to which measures have been implemented in order to have issued the necessary certificates in connection with the posting, and terms for any subsequent continuation of the employment in Denmark.

Changes to the terms of employment

3. Should changes be made to the terms stipulated in the employment contract, the employee must be notified in writing as soon as possible, and at the latest one month after the changes have entered into force, unless such 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

4. If the employee has not received information on the terms of employment, see paras. 1 and 2, when the deadlines stipulated are reached, the issue may be dealt with in accordance with the agreement's procedure for the settlement of Industrial Disputes.

If the abovementioned information has been submitted to the employee at the latest by 15 days after a written demand to do so has been raised against the enterprise, the enterprise may not be fined except in the case of systematic breaches of the agreement on the enterprise's notification obligations.

Transitional provisions

5. If an employee who was employed prior to 1 July 1993 were to desire information about the terms of employment, see paras. 1 and 2, and as at 1 July 1993 or later the employee submits a request for such, the enterprise shall hand over the desired information to the employee within two months of the submission of the request.

Trainees

6. Trainee employment is not covered by the present agreement.

Art 7 Employment on conditions similar to those enjoyed by salaried employees

1. The unions recommend that the enterprises who wish to introduce employment on conditions similar to those enjoyed by salaried employees should preferably do so in accordance with the guidelines specified in the present agreement.
2. Employment on conditions similar to those enjoyed by salaried employees can be agreed individually with employees of trust who perform particularly highly qualified work. Agreements for employment on conditions similar to those enjoyed by salaried employees are only valid if they are made in writing.

The unions will together draw up a form to be used for agreements for employment on conditions similar to those enjoyed by salaried employees. The employment form may subsequently be required to be submitted to the respective unions.

The question of introducing or terminating agreements for employment on conditions similar to those enjoyed by salaried employees can be decided by industrial disputes procedure but not by industrial arbitration.

3. The provisions of section 8 of the Danish Salaried Employees Act relating to post-service pay may not be derogated by agreement.

Pay

4. Pay must reflect each individual employee's qualifications, responsibility, efforts and proficiency. The agreement does not prevent participation in piecework or bonus schemes.

Once a year, employees' pay must be reviewed and if necessary adjusted. The time pay is adjusted may be the same as for white collar staff at the enterprise.

5. Discrepancies relating to the level of pay or pay adjustments may be subject to the industrial disputes procedure according to the rules of the collective agreement.

In the case of employment on conditions similar to those enjoyed by salaried employees, the hourly wage shall be converted to monthly salary at the applicable hourly rate, at present DKK 160.33. Wages shall be paid out on the same dates as apply to the enterprise's salaried employees.

Length of service

6. Length of service when employed on conditions similar to those enjoyed by salaried employees is calculated from the time of transition to employment on conditions similar to those enjoyed by salaried employees, while at least retaining the period of notice accumulated until that time.

Notice of dismissal

7. In the case of dismissal, the period of notice for both parties is calculated in accordance with the rules of section 2 of the Danish Salaried Employees Act.

The parties agree that the period of notice may not be shorter than that accumulated under the terms of the agreement reached upon transition to employment on conditions similar to those enjoyed by salaried employees. Notice may be given during sickness.

8. It can be agreed in each contract that the employee can be dismissed at one month's notice from the end of a month when the person concerned has received wages during sickness for more than a total of 120 days in a 12-month

period. Dismissal shall only be valid on condition that it immediately follows the 120 sickness days and while the person concerned is still sick, whereas validity is not affected by the employee having returned to work after he or she has been dismissed.

Working hours

9. Working hours, including any overtime along with payment for such shall be determined in accordance with the rules of the collective agreement.

Holidays

10. Staff employed on conditions similar to those enjoyed by salaried employees shall be entitled to paid holidays or holidays with holiday allowance; see section 23 of the Danish Salaried Employees Act. This stipulation supersedes [Art 48](#) of the collective agreement.

Pension on holiday allowance

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

Holidays falling on a weekday

12. Employees shall be entitled to full pay for weekday holidays and other days off.

Floating holidays

13. Employees are entitled to five floating holidays per calendar year.
14. Should employees employed on conditions similar to those enjoyed by salaried employees not take their floating holidays before the end of the calendar year, within three weeks they can submit a claim for compensation equivalent to one day's salary per untaken floating holiday, after which the

compensation shall be paid out along with the subsequent salary payment.

Free choice of wage account

15. A free choice of wage account is established for employees employed on conditions similar to those enjoyed by salaried employees. Of the holiday qualifying pay, the enterprise pays
- | | |
|--------------------------|------|
| As at 1 March 2017 | 2.7% |
| As at 1 March 2018 | 3.4% |
| As at 1 March 2019 | 4.0% |
- Holiday pay (12½%) will be calculated on the amount.

Payment

16. The amount is paid out to the employee together with his/her December salary unless he/she requests the amount to be paid into his/her pension account prior to 1 December. Upon resignation, the balance is paid to the employee together with the final salary.

Sickness

17. The enterprise shall pay full salary during sickness.

Other stipulations

18. Staff employed on conditions similar to those enjoyed by salaried employees are subject to sections 2a and 2b, 16, 17 and 17a of the Danish Salaried Employees Act.
- Unless otherwise specified in the present stipulation or in the employment contract drawn up between the parties, the employee shall be subject to the rules of the collective agreement.

Industrial disputes procedure

19. Any disagreements concerning the interpretation of the individual agreements or of the abovementioned guidelines shall be dealt with in accordance with [Art 68 of the collective agreement, Procedure for the settlement of industrial disputes](#).

Should the enterprise wish to be released from an agreement on employment on conditions similar to those enjoyed by salaried employees for a particular employee or should the employee concerned wish to be released, this can be done at the notice to which this person is subject.

After the expiry of the abovementioned deadlines, the employee shall only be regarded as being subject to the collective agreement.

Pre-existing agreements for employment on conditions similar to those enjoyed by salaried employees may be rewritten in accordance with the present guidelines.

Chapter 4

Working hour stipulations

Art 8 Weekly working hours

1. The length of the normal effective working-hours week is 37 hours.
2. The weekly working hours are divided over five days.

Art 9 Daily working hours

1. Normal daily working hours begin at 07.00.
2. Two half-hour meal breaks take place every working day.
3. These meal breaks are timed as agreed between the enterprise and its employees. The enterprise and its employees may agree to have only one meal break.
4. If the enterprise and its employees agree on this, and if Dansk Byggeri and the local trade union are notified, working hours can be switched within the hours of 06.00 to 18.00, as long as the daily number of hours is observed. In such instances, no supplement will be paid for overtime.

Art 10 Variable weekly working hours

Variable working hours

1. At local level an agreement may be made to increase or reduce daily or weekly working hours such that the average

- normal effective weekly working week amounts to 37 hours over a predetermined period.
2. Working hours may take place between 06.00 and 18.00.
 3. This period may not be prolonged over more than 10 weeks excl. holiday.
 4. Any such agreement must be made in writing and must not involve normal working hours longer than 10 effective working hours.
 5. The agreement must be approved by the local union office before the agreed period begins.

Art 11 Working hours involving an overnight stay

1. In the case of work involving an overnight stay away from home, normal effective working hours may take place within the period 06.00 to 18.00 if the enterprise and employees so agree (possibly a four-day working week).
2. Such agreements may not involve normal daily work of more than 10 hours.
3. No supplement will be paid for overtime.

Hotel and meal expenses

4. When by agreement with the enterprise, employees must spend time overnight away from home, hotel and meal expenses (to a reasonable standard) shall be paid. To cover charges for small necessities, a payment will be made in accordance with the applicable rates of the Assessment Council (as at 1 January 2017, the rate is DKK 121.75 per day).

Art 12 Part-time

Irrespective of the provisions concerning normal weekly and daily working hours, an agreement may be entered into locally with regard to part-time employment under the following conditions:

1. Weekly work for part-time employment must amount to a minimum of 15 and a maximum of 30 hours a week.
2. When an enterprise establishes part-time employment, the organisations in each case will receive notification of the length and placement of the working hours.
3. Amendment of the working hours (length and placement) may take place only with four calendar weeks' notice.
4. Part-time employment will be remunerated in accordance with the generally applicable collectively agreed provisions, so the employees in question are not paid any form of wage-related compensation if the working hours are shorter than normal.
5. If work is done over and above the number of hours agreed between the parties, a collectively agreed overtime payment will be made for this.
6. The provisions for notice as specified in [Art 67](#) are also applicable to part-time employees.

Art 13 Days off

1 May

1. 1 May is a full day off.

Constitution Day (5 June)

2. Constitution Day is a full weekday holiday with weekday holiday advance in accordance with [Art 54 para. 3](#).

Floating holidays

3. Employees are entitled to five floating holidays per calendar year.
4. Floating holidays are paid according to the same rules as for payment of holidays falling on weekdays, see [Art 54](#), and are taken according to the same rules as apply to the taking of remaining holidays.
5. Advances for holidays amount to DKK 1,100.00 for adult employees.
6. If an employee is sick when a floating holiday starts, the employee shall not be obliged to take the floating holiday, and the floating holiday may be postponed until a subsequent date.

Chapter 5 Overtime

Art 14 Overtime / Sundays and public holidays

Overtime

1. Overtime is calculated from the time normal working hours end until the start of normal working hours, and is paid for the first three hours at a supplementary rate of 50%, and 100% for any subsequent hours, calculated from the collectively agreed minimum hourly wage excl. tool allowance.
2. Of the said three hours, one hour may take place immediately before the start of normal working hours.
3. Working on Sundays, public holidays and Saturdays will be paid at a supplementary rate of 100%, calculated from the collectively agreed minimum hourly wage excl. tool allowance.
4. Besides overtime and working on Sundays and public holidays, employees will be given a half-hour meal break for every full 3½ hours of work with no deduction from the payment, including a half-hour meal break just after the end of normal working hours if the overtime is to extend over more than one hour.

Working Sundays and public holidays

Overtime and working Sundays and public holidays may take place when the enterprise and employees agree on this.

5. Employees must be willing to work overtime and work Sundays and public holidays where necessary.
“Necessary” is taken to mean:

- Exhibition work, work on repairing store, workshop and factory premises which would prevent the employees of other enterprises from working if this work were carried out during normal working hours.
- Work on well and drainage systems, bridges and suchlike which would pose obstacles to public traffic movement if this work were carried out during normal working hours.
- Work on underpinning buildings made necessary by excavation of adjacent land or similar, which has to be carried out in order to prevent accidents.

Time off in lieu

6. **Time off in lieu must be given for overtime exceeding four hours a week, and this time off must be taken within three months of the work being carried out.**

<h3>Art 15 Systematic overtime</h3>
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1. If the local parties have tried in vain to make an agreement on variable weekly working hours, [cf. Art 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.

Chapter 6 Hourly pay rate provisions

Art 16 Terms and conditions of pay

General hourly pay rate provisions

1. The minimum hourly wage for work paid by the hour constitutes the following amounts from the start of the payment week which includes

1 March 2017.....	DKK 121.90
1 March 2018.....	DKK 123.90
1 March 2019.....	DKK 125.90

Pay negotiation

2. Negotiation of amendment of the hourly pay rate for work paid by the hour may take place at individual enterprises only once in every agreement year.
3. Amendment of the minimum hourly wage will not affect wages which are already at or above the new minimum hourly wage and any collectively agreed supplement, but it does mean that wages lower than the new collectively agreed rate from 1 March 2017 to 1 March 2019 will be increased to that level.
4. Any collective or individual agreements entered into concerning the regulation of a wage upon changes to the collectively agreed hourly wage or other collectively agreed rates cannot be invoked.
5. Either of the parties may request negotiation of such agreements.

Tool allowance

Journeyman bricklayer:

6. The tool allowance includes the following hourly supplement for both piecework and work paid by the hour from the start of the payment week, which includes

1 March 2017.....DKK 2.85

1 March 2018.....DKK 2.90

1 March 2019.....DKK 2.95

In case of piecework, the tool allowance will be entered in the accounts as the last record at the end.

In case of work for an hourly wage, the tool allowance will be considered as being included in the hourly wage, unless the tool allowance is included in the weekly payslip as a separate item as agreed with the foreman.

Bricklayers' labourers:

The enterprise will supply the tools required.

The tools belong to the enterprise.

Dirt allowance

7. Employees performing particularly dirty work, involving old roofs, old chimneys, old basements, old factory premises and suchlike, as well as fire damage, for an hourly rate shall be entitled to claim an allowance to their pay if due consideration has not already been given to this circumstance when setting the pay rate. If agreement cannot be reached, it can be settled in accordance with the [Procedure for the settlement of industrial disputes](#).

Stoppages due to weather

8. In instances where the enterprise or its representative acknowledge that work has had to be stopped due to the

weather, and this has demonstrably extended the amount of time for which the employee has had to remain on site in order to wait for the opportunity to work, the waiting time will be remunerated at the collectively agreed minimum hourly wage.

9. *Bricklayers' labourers in the Capital (see Art 2) will retain the right to the agreed hourly wage; cf. the applicable practice concerning payment for waiting time.*

Art 17 Generally

Pay determination

1. 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 15](#) 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 referred to industrial arbitration.

Art 18 Welfare facilities

1. Welfare facilities shall be as specified in the currently applicable executive order included in the present agreement, at present the provisions on welfare facilities laid down in Executive Order on Building and Construction (Executive Order no. 1516 of 16 December 2010).
2. If employees perceive that welfare facilities do not comply with the regulations, they can complain through their union.
3. An information meeting shall then be convened at the workplace with the participation of the parties and union representatives within five working days unless conditions are rectified before, but see also para. 8.
4. The meeting shall decide whether the regulations have been complied with or not and whether any shortcomings may be considered to significantly impair the size of the utility value.
5. Should the meeting agree that there are no shortcomings which would significantly impair the utility value, the case is closed.
6. If it is found that there are shortcomings which significantly impair the utility value, shelter money rate 1 shall be paid from the day the matter was raised in writing until conditions are put right.

7. Should the meeting fail to reach agreement, either party may submit the case to the industrial disputes procedure. Written minutes of the meeting shall be taken stating where the source of disagreement lies.
8. If the shortcoming is of a nature that would obviously make the holding of an information meeting unfounded, such as if there is no shelter at all where one is required by the regulations, the employees may demand to be paid shelter money rate 2 from the day the matter was raised in writing until conditions are rectified.
9. Disputes as described in para. 8 shall be settled in accordance with the procedure for the settlement of industrial disputes.
10. Any shortcomings as described in paras. 6 and 8 shall be rectified by the enterprise within five working days of the information meeting or a written demand having been submitted to the enterprise. If not, the matter may be dealt with in the industrial disputes procedure system.
11. If work lasts for a maximum of three working days or six man-days and the enterprise does not make suitable toilet and eating facilities available, employees may demand shelter money rate 1.
12. Shelter money rate 1 per employee shall amount to.....DKK 57.50
Shelter money rate 2 per employee shall amount to.....DKK 90.00

Art 19 Mileage allowance

1. **A daily mileage allowance for each day at work shall be paid to employees who work from 10 to 35 kilometres from their residences, at present DKK 1.93 per kilometre or part thereof and both outbound and return travel.**
2. A daily mileage allowance for each day at work shall be paid to employees who work from 5 to 35 kilometres from their residences, at present DKK 1.93 per kilometre or part thereof and both outbound and return travel.
3. The abovementioned allowances are regulated according to government rules for travel in excess of 20,000 kilometres.
4. This regulation will be implemented from the start of the pay period in which 1 March and 1 September occur.
As at 1 March 2017, this payment amounts to DKK 1.93.
5. No mileage allowance shall be paid for distances of *up to 5 – or **10 kilometres respectively*** – or where the enterprise provides free transport.

Separate agreements shall be entered into for distances in excess of 35 kilometres; cf. applicable provisions.

Distances are computed for the closest passable route.

Employees may not demand an increase in mileage allowance during an ongoing agreement even if the distance increases through a change of address.

Chapter 7

Payment of wages

Art 20 Pay period

1. The pay period begins on a Monday and payment takes place on the first Thursday following the end of the pay period.
2. The enterprise may require the pay lists to be supplied on a Monday morning. Wages shall be paid at the site immediately before the end of working hours.
3. The pay period spans two weeks unless the enterprise and the employee agree locally on a different pay period.

Art 21 Wage payments

1. Wages may be paid in cash or by being deposited into a wage account.
2. Payment through banks, etc. will normally take place on a Thursday. If a Thursday is a public holiday, payment shall take place on the nearest preceding weekday.
3. All agreed hourly wages will be paid for every pay period.
4. If payday falls during a holiday, payment will be made on the first normal payday after the holiday.
5. For any employee who does not have a wage account, the enterprise will send the outstanding wage to the employee on the first payday.

6. If the employee's address is unknown to the enterprise, the enterprise can send the outstanding wage to the local 3F department.

Art 22 Payslips

1. Payslips must be used when wages are paid, and these must include the following information:
 - The enterprise's corporate ID
 - Hourly paid work
 - Piecework/surplus
 - Overtime
 - Sick pay
 - Holiday and weekday holiday earnings
 - Mileage allowance
 - ATP (Danish Labour Market Supplementary Pension Scheme)
 - Pension
 - Allowances for first, second and third days off

Electronic payslips

2. The enterprise may, in full discharge, submit payslips which are to be exchanged during or after the ongoing period of employment via the electronic mail solutions that may be available, e.g. e-Box or by e-mail.
3. If the enterprise wishes to utilise this option, employees must be notified of this three months beforehand unless agreed otherwise. Following the end of the notice period, employees who have no option of utilising the electronic solution may

receive the documents in question by contacting the enterprise.

Chapter 8 Performance pay

Art 23 Piecework terms

Piecework

1. All new work will be performed on a piecework basis and be paid for in accordance with the pay schedules applicable between the parties and the provisions laid down in the agreement.
2. If renovation and repair work is so extensive that this work can be performed on a piecework basis, this may take place in accordance with the pay schedule if so agreed between the enterprise and the employee.
3. The prices listed in the pay schedule are for work carried out well.
4. Suitable materials must be supplied.
5. Before work begins, the enterprise or its representative, where possible, must confer with the team foreman on conditions on site, the preparation of work and the form of payment.

In the Capital ([see Art 2](#)), the current pay schedule between Dansk Byggeri and Fagligt Fælles Forbund's group of bricklayers and bricklayers' labourers is applicable. The enterprise may – when deemed necessary or expedient – make an increase or decrease in the number of piecework employees.

Any increase or decrease in the number of piecework employees should be conferred with the team foreman.

6. For journeymen, the pay schedule for bricklayer work in Copenhagen and North Zealand zones 1 and 2 is applicable, along with the pay schedule for bricklayer work in the regional districts.

For bricklayers' labourers throughout Denmark, with the exception of the City of Copenhagen and the Municipality of Frederiksberg, the 2006 pay schedule for bricklayers' labourer work is applicable.

Working hours

7. The team foreman must keep a log of employees' daily pay and piecework hours. Work paid by the day must be specified on the weekly slip and in the log book respectively, and a receipt must be given if requested.

Entitlement and obligation

8. When an employee is employed on a piecework, this person is entitled and obliged to fulfil the piecework.

Scope of piecework

9. Before the start of a piecework, the scope of this must be agreed in writing if either of the parties so requests. A corresponding provision is applicable to changes in the piecework.
10. The pay schedule's section or subsection for the construction of large buildings, for example, or a planned and commenced larger number of detached houses is initially a collective piecework, unless agreed otherwise. A collective piecework is understood to mean the work covered by the relevant section or subsection.

Collective piecework

11. Work will be carried out at a collective piecework when the enterprise, journeyman bricklayers and bricklayers' labourers agree to do so.
12. Any disputes relating to collective piecework will be settled through an industrial disputes procedure, the employee side being represented by the Fagligt Fælles Forbund group of bricklayers and bricklayers' labourers.
13. The price schedule for Bricklayer work outside the metropolitan area and the price schedule for Bricklayer work in Copenhagen and North Zealand zones 1 and 2 as well as parts of the price schedule for bricklayers' labourer work are increased from the start of the pay week which includes:

1 March 2017.....	1.8%
1 March 2018.....	1.9%
1 March 2019.....	2.1%

Art 24 Piecework advances

1. When piecework work is carried out, the enterprise is obliged only to pay the wage earned according to the piecework, although in instances where it is presumed that the full payment has not been earned, it must immediately measure and adjust the work, and this must be available on payday.
2. With enterprises in which a two-week pay period has been introduced, employees may demand payment of an advance for work carried out on every payday of up to 85% of the piecework total when the request for this is presented as stated below.

3. In the case of piecework of longer duration, employees may request every six weeks that the payment of an advance which, including the payment, amounts to a total of 90% of the piece rate total for the work performed.
4. However, a request for advance payment must be presented five working days before the payment due on a payday.

Art 25 Shortfall in the piecework

1. In case of piecework, employees are only entitled to the wage earned, and the enterprise may, according to the requisite documentation, withhold any part of the payment not covered.
2. If, on the compilation of the piecework accounts, the enterprise renders probable that the employees have not worked sufficiently to cover the overall piecework, the enterprise will be entitled to settle the piecework. enterprise
3. The parties will then be released.

Art 26 Interruption of piecework/repair work

Interruption of work

1. If a piece of piecework work is interrupted and the enterprise assigns other work to employees during the stoppage, the employees will have no claim to compensation.
2. Employees must not refuse to do other work until the interrupted piecework work can be continued if other work is available *within a further distance of 20 km from the residence of the employee in question.*

3. If employees refuse to accept other work assigned, they will receive no compensation for loss of working hours.
4. If the enterprise does not assign other work and employees claim compensation for lost working hours, the employees will be entitled to demand that the matter be decided by industrial disputes procedure; cf. [Art 68](#).
5. When section 4(2) of the General Agreement is applied, any employee who has begun piecework work cannot refuse to interrupt this so that urgent repair work can be carried out. However, reasonable allowance must be made to ensure that the employees taken out of the piecework are not always the same people.

Waiting time

6. **Compensation awarded for waiting time is the minimum hourly wage applicable at all times for repair work.**
7. **If the enterprise is demonstrably not at fault in the interruption of piecework work and not in a position to assign journeymen to other work, it will not be obliged to pay compensation. Employees are entitled to demand that their work be measured and settled, unless the interruption is due to the weather.**
8. *Bricklayers' labourers in the Capital (see [Art 2](#)) will, according to applicable practice, retain their entitlement to the agreed hourly wage; cf. [Art 16 para. 9](#).*

Claims for compensation

9. Any claims for compensation must be submitted to the enterprise at the latest five working days after the stoppage came into force.

10. The enterprise will not be obliged to pay compensation for work stoppages due to illegal strikes, work suspensions or lockouts.

Art 27 Payment of piecework and piecework pay
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1. Payments on account and other advance payments will be deducted from piecework statements.

Supplementary piecework pay

2. For employees who have served at least one month with the enterprise, work for bricklayers and bricklayers' labourers will be paid at a supplementary piecework supplement to the minimum wage from the start of the payment week which includes
1 March 2017.....DKK 20.00

Advance payment

3. The advance payment for piecework work will be agreed separately between the employee and the enterprise, although the minimum wage rate plus the supplementary piecework pay will be paid.

Art 28 Piecework demands

1. If prices are not included in the pay schedule, or if prices are included in the pay schedule but special conditions may stipulate a supplement to the prices, all piecework for work must normally be agreed in writing at the latest by the time the work is in progress.

2. When a written, signed and dated demand / tender is submitted, the recipient or his representative acknowledges its receipt by signing it.
3. As far as employees are concerned, the piecework agreement must be signed by the team foreman, and - where possible - by one of the participants in the piecework in question. These signatures are binding for all employees participating in the piecework, irrespective of whether they have participated in the work from the time of the piecework / when the piecework agreement was entered into, or at a later time.
4. The enterprise and employees may also strive to ensure that renovation and repair work is also carried out as piecework as far as possible at a payment agreed between the parties, the pay schedule providing guidance.
5. If an employee – on the basis of a reasonable assumption that the work in question fell under prices in the pay schedule – failed to make demands for specific piecework while doing the work and it turns out that the work can nevertheless not be included in prices in the pay schedule, he / they must not be prevented from raising a claim for special piecework by the usual professional means.
6. When employees submit a piecework claim to the enterprise or its representative, the enterprise must respond to this in writing within a period of eight days.
7. If this does not happen, the employees' claim is deemed to be approved.
8. The piecework agreement must be in order and signed by the parties at the latest 12 days after the enterprise has given its response, or, if no agreement has been reached, it must be submitted for mediation.

9. If this does not happen, the enterprise's tender is deemed to be approved.
10. Sundays and public holidays, Saturdays in connection with a five-day week and the day of delivery are not included in the above deadlines.
11. If an enterprise has announced a general holiday closure, the deadlines shall be prolonged by the length of the holiday.

Art 29 Measurement

The enterprise must be notified of when measurement is to take place. The latest time for notification is 48 hours before measurement takes place so that the enterprise or its representative is given the opportunity to be present.

Art 30 Accounts relating to piecework

1. Accounts relating to piecework must be dated and signed and submitted to the enterprise or his representative at the latest 25 days after completion of the piecework.

Bricklayers' labourers

2. The deadline for percentage allowance work is 15 days after the job accounts for journeymen have been submitted.

Deadlines for criticism

3. If the accounts are not approved, the enterprise must provide written criticism of the items in the accounts which cannot be approved at the latest by the end of normal working hours on the eighth day following submission of the accounts.

4. Any surplus or part thereof for which there is no dispute must be paid by the following payday at the latest.
5. If the accounts under criticism cannot be supplied to the team foreman within the above deadline, however, the deadline for criticism will be considered to have been met if the criticism is submitted by registered letter on the eighth day at the latest. If the address of the team foreman is unknown to the enterprise, the criticism may be forwarded to the local 3F department within the above deadline.
6. If the enterprise's criticism cannot be approved, the points under dispute must be submitted for mediation at the latest 12 days after submission of the enterprise's criticism. If this does not happen, the enterprise's criticism is deemed to be approved.
7. For final accounts submitted to the enterprise before the piecework is complete, the above deadlines will run only from the date on which the work is completed, unless the parties have agreed otherwise in writing.
8. Interim accounts or adjustments for advance payments, plus criticism of the same, do not bind either of the parties to the final adjustment.
9. If, in accordance with the holiday rules, the enterprise establishes a general holiday, the above deadline for criticism will be extended by the number of holiday days unless the accounts are submitted at the latest 5 days before the first day of the holiday.
10. When deductions are made from the journeymen's piecework total for work carried out poorly and this has to be corrected, no deduction will be made from the outstanding pay of the bricklayers' labourers unless the bricklayers' labourers

themselves hold joint responsibility for the poor execution of the work (e.g. by preparation of the materials).

11. Sundays and public holidays, Saturdays in connection with a five-day week and the day of delivery are not included in the above deadlines.

If an enterprise has announced a general holiday closure, the deadline for criticism shall be prolonged by the length of the holiday.

Art 31 Submission of trade union arbitration judgments

Bricklayers' labourers

If any mediation or arbitration settlement relating to the accounts of a journeyman has an effect on the accounts of an bricklayers' labourer, Dansk Byggeri shall submit a copy of the settlement when requested to do so by the local 3F department.

Art 32 Enterprise's participation in piecework

Journeyman bricklayers

When the enterprise helps out with the journeyman bricklayers' piecework, the same hourly wage is calculated for him as for a journeyman. The enterprise's hours are discussed every day with the team foreman, and he is obliged to participate in the payment of the measurement expenses.

Art 33 Trainee participation in piecework

When trainees participate in the journeymen's piecework, the following amounts are deducted:

	1.3.2017	1.3.2018	1.3.2019
1st pay scale	DKK 71.60	DKK 72.80	DKK 74.00
2nd pay scale	DKK 89.80	DKK 91.25	DKK 92.75
3rd pay scale	DKK 102.10	DKK 103.75	DKK 105.40
4th pay scale	DKK 121.25	DKK 123.15	DKK 125.15

Art 34 Permanent pay schedule committee

Permanent pay schedule committee for bricklayers and bricklayers' labourers

1. Permanent, industry related pay schedule committees will be set up for which each of the parties will appoint two to five people from each organisation to set prices for work with new materials which are not included in the applicable pay schedule, and in order to deal with issues in connection with amended terms of work (e.g. for the use of labour-saving machinery or electric hand tools).
2. Negotiations with regard to establishing the price of new materials and methods must commence within three months.
3. If the parties agree to establish prices for such work, these shall apply until they are terminated by one of the parties in connection with expiry of the collective agreement. The prices are printed as an addendum to the pay schedule.

4. If agreement cannot be reached by the pay schedule committee on the setting of prices, the issue in dispute shall be dealt with by the disputes procedure.

Art 35 Other agreements

Bricklayers' labourers

The parties agree to respect the collective agreements entered into between organisations under the Confederation of Danish Employers and the Danish Federation of Trades Unions in terms of work not mentioned in the present collective agreement.

Chapter 9 Pension

Art 36 Pensions and healthcare scheme

1. The enterprise pays pensions for adult employees over the age of 18 and trainees who are 20 years old or over and who have worked for six months under a collective agreement between the unions and associations in the BAT-kartel (Cartel of unions in the Building, Construction and Timber sectors) and Dansk Byggeri or Tekniq (Installation Engineers Union) or who have been in paid work for an equivalent period.
2. Pension contributions are 12% of the employee's holiday-entitled pay plus holiday and weekday holiday payments. The employee pays four per cent and the enterprise eight per cent.
3. Individual employees may make supplementary deposits via the enterprise.
Increased pension contribution during maternity leave
4. An extra pension contribution is paid during the 14-week maternity leave for employees with 6 months' length of service at the expected time of birth.

The pension contribution amounts to

per month.....	DKK	2,040.00
per hour.....	DKK	12.75

The enterprise pays 2/3 and the employee pays 1/3.

Payment of pension contribution

5. The parties agree that the enterprises 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.
6. 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.

Healthcare scheme

7. Enterprises which do not already have a health scheme which is approved by the organisations will establish a healthcare scheme with PensionDanmark.
8. The contribution will amount to 0.15% of the holiday qualifying pay plus payment for holidays and Sundays/public holidays, and will be paid by the enterprise together with the pension contribution.
9. Healthcare schemes shall provide telephone advice if the employee is in need of psychological crisis counselling, advice on substance abuse or a guide to the Public Health Service.
10. The scheme must also contain treatment by physiotherapist, chiropractor or masseur for problems in joints, muscles and tendons which arise during the course of work, as well as rapid diagnosis.
11. The enterprises may – provided that the approval of the parties has been granted – be released from PensionDanmark's healthcare scheme by giving three months' notice, provided that

the enterprises establish a scheme which is at least equal to PensionDanmark' healthcare scheme.

Chapter 10 Sickness, child's first sick day, etc.

Art 37 Sickness and injury

Period and payment

1. In the event of absence due to illness for up to four weeks or injury for up to eight weeks which has been reported and document on time, the enterprise will pay, during the employment contract, an amount corresponding to the personal hourly wage, but a maximum per hour from the start of the payment week which includes:

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

If an employee has to leave the site due to illness or injury, the enterprise will pay for the rest of the hours within normal working hours on the day in question, the same payment per hour as specified above.

2. Sick pay consists of the entitled sickness benefit amount supplemented up to full pay, but to the above amount as a maximum and for no more than 37 hours a week.
3. The basis of calculation is formed by the employee's total earnings (including piecework supplement, bonus, etc.) per working hour over the last four weeks prior to the absence. If the number of hours worked during the preceding four-week period is not known, the number of hours shall be calculated pursuant to the provisions of the Danish Sickness Benefit Act,

and sick pay for up to 37 hours a week shall be calculated as the compiled number of hours times the maximum, see the above DKK amount per hour. Payment for absence due to sickness or injury includes applicable payment pursuant to the provisions of the Danish Sickness Benefit Act. Holiday and weekday holiday payments will be paid over the above period.

Length of service

4. The employees concerned must have served with the enterprise for at least three months. The relevant length of service is calculated within a time frame of 18 months, but see the exceptions in paras. 5 and 6.
5. The provision concerning length of service in para. 4 is not applicable in the case of absence due to injury sustained in the enterprise while carrying out work. It is a condition that the employee is entitled to sickness benefit pursuant to the provisions of the Danish Sickness Benefit Act.

Pregnancy examinations

6. The provision concerning length of service in para. 4 is not applicable in the case of absence due to pregnancy examinations. If any pregnancy examination cannot take place outside the normal working hours of the pregnant employee, sick pay must be paid at the rate laid down in the collective agreement for the number of hours the employee is absent.

Insufficient length of service

7. For employees who fail to meet the requirement to length of service in para. 4, benefits will be paid pursuant to the provisions of the Danish Sickness Benefit Act. The provisions of the Sickness Benefit Act must be met for payment to be made.

Section 56 agreement

8. The above provisions are not applicable to employees who are covered by a collective agreement entered into between the enterprise and its employees pursuant to the rules of the Danish Sickness Benefit Act relating to chronic or long-term illness (section 56).

Trainees

9. For trainees who continue in the same enterprise after their training period, three months will be added to their length of service.

Note

10. These provisions cannot be used as a basis by an enterprise in the event of legal proceedings which include full compensation for loss of earnings.

Art 38 Child's first sick day

Children at home

1. Employees and employees undergoing training are granted days off when it is necessary to look after the employee's sick children living at home and under 14 years of age.

Time off granted

2. These days off are only awarded to one of the child's parents and on 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.

Rate of payment

- 4. This amount shall be paid per hour from the start of the payment week which includes:
 - 1 March 2017.....DKK 143.00
 - 1 March 2018.....DKK 145.00
 - 1 March 2019.....DKK 147.00
- 5. This is contingent on the existence of the documentation required by the enterprise.

Art 39 Hospitalised children

- 1. Employees and employees undergoing training are granted days off when it is necessary in connection with hospitalisation, including when the hospitalisation is entirely or partly in the home. This rule applies to children under the age of 14.
- 2. The time off only applies to one of the parents with custody of the child, and the maximum number of days-off, to which the parent is entitled is one week overall per child within any one 12-month period.
- 3. Upon request, the employee must submit documentation of the hospitalisation.
- 4. This amount shall be paid per hour from the start of the payment week which includes:
 - 1 March 2017.....DKK 143.00
 - 1 March 2018.....DKK 145.00
 - 1 March 2019.....DKK 147.00

Art 40 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 weekday holiday and floating holiday allowances accounts.

Art 41 Childbirth

Pregnancy/maternity leave

1. Enterprises shall pay employees who at the expected time of birth have six month's length of service within the most recent 18 months wages during absence caused by childbirth from four weeks before the expected time of birth until 14 weeks after the birth (pregnancy leave /maternity leave).
2. Adoptive parents receive pay during maternity leave for 14 weeks from receipt of the child.

Paternity leave

3. Paternity leave will be paid on the same conditions for 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.

Payment ceases if the leave reserved for the individual parent is not taken.

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 must be taken within 52 weeks of the child's birth. Unless otherwise agreed, the parent must inform the enterprise about his/her decision to take parental leave with 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 145.00
1 March 2019.....	DKK 147.00

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.

Art 42 Compassionate leave

1. Under the present collective agreement, employees are entitled to take time off to care for seriously ill close relatives.

Art 43 Reduced capacity for work

Wages and working hours

1. Employees who either permanently or temporarily have reduced capacity for work may enter into an agreement with

the enterprise on wages and working hours that deviates from the provisions of the collective agreement.

Approval

2. The local department must approve such agreements.

Abuse

3. Complaints about any abuse of the provisions may be raised according to the Procedure for settlement of industrial disputes.

Contract of employment

4. It is recommended to use the contract of employment prepared by the organisations in accordance with social chapters, or a similar contract that meets the same conditions.
[See Annex 2.](#)
5. Disputes on contracts of employment can be decided by the industrial disputes procedure in accordance with the same rules applicable to other contracts of employment.

Chapter 11

Holiday and weekday holiday provisions

Art 44 Holiday entitlement

1. Employees are entitled to 2.08 days of holiday for each month of employment in a calendar year.
2. For employment of less than one month in duration, holiday is calculated proportionally to the length of employment.
3. The calculation of holiday days shall include periods of absence when the enterprise pays sick holiday allowance, where the enterprise pays collectively agreed wages during sickness, childbirth/adoption, continuing training and education, collectively agreed days off, child's first sick day and the hospitalisation of children.
4. Holidays are taken in whole days, and thus they are rounded up or down to the nearest number of whole days.
5. If an employee has not earned full holiday rights (25 days) with holiday allowance or wages, the employee is entitled to take to the number of holiday days supplemented up to full holiday rights without the associated right to holiday allowance or wages.

Art 45 Taking holidays

1. Holidays must be taken in the year subsequent to the year they are earned between 1 May and 30 April (the holiday year).

2. Holidays start at the start of the normal working day on the first day and end at the end of the working day on the last day.
3. If holidays are taken as whole weeks, they end at the start of normal working hours on the first normal working day after the end of the holiday.

Main holiday

4. The main holiday must be taken as at least 15 continuous days during the period from 1 May to 30 September (the holiday period).
5. If the employee has earned less than 15 days holiday, the whole holiday earned is the main holiday.
6. It can be agreed at local level to take the main holiday as an uninterrupted whole outside the holiday period. At least 10 days must be taken in one continuous whole.

Residual holiday

7. The residual holiday days (residual holiday) shall be awarded in at least five continuous days but can be taken outside the holiday period. If the residual holiday days amount to less than five holiday days, these must be taken as a continuous whole. Where desirable for business reasons, the residual holiday days can be taken as individual holiday days.

Timing of holidays

8. After negotiation with the employees, the enterprise shall determine when holidays should be taken.
9. As far as possible the enterprise must accommodate its employees' wishes for the placing of holidays, including wishes for the main holiday to be taken during the school holidays of employees' children.
10. As soon as possible, the enterprise must inform its staff when the holiday is to be taken. However at least three months'

notice of the start of the main holiday must be given and at least one month's notice of the start of residual holidays must be given unless there are special circumstances preventing this.

Rescheduling of holidays

11. The enterprise may change previously set holidays if significant, unpredictable business considerations should necessitate this.
12. Employees must be compensated for any financial losses postponement may entail.
13. Holidays which have already started cannot be postponed.

Holiday closure

14. If an enterprise closes during the holidays, employees who are not entitled to earned holiday for all of the days the enterprise is closed cannot claim compensation on the grounds of the closure.

Holiday closure between Christmas and New Year

15. If the enterprise closes on working days between Christmas and New Year, the enterprise shall decide, see stipulations about the placing of holidays that employees who have earned more than 15 holiday days shall take holidays during this period. If the enterprise does not schedule holidays between Christmas and New Year, the enterprise must pay the employee for the days concerned.
16. Wages shall be calculated based on the employee's normal wage in the last four weeks before Christmas.

Art 46 Sickness and holidays

1. If an employee is sick when a holiday starts, the employee shall not be obliged to start the holiday, and any holiday may be postponed until a subsequent date.

If an employee falls sick during holiday, after 5 days of sickness the employee shall be entitled to compensatory holiday upon the presentation of medical certificate.

The employee must report the sickness to the enterprise in the normal way.

When the employee reports back to work, he/she must notify whether he/she wishes to start the holiday. If the employee does not wish to start the holiday, notice of the holiday must be re-given.

Sickness during collective holiday closure

2. If an employee falls sick during collective holiday closure of the enterprise, after 5 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 enterprise in the ordinary manner.

Reporting back to work during collective closures

3. If an employee who has reported sick prior to the start of the holiday reports back to work during collective holiday closure, the employee shall resume work and is entitled to have his/her holiday moved to another date.
4. If the employee cannot be offered employment during the period, the holiday 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 notified holiday unless otherwise agreed.

Art 47 Transferring holidays

1. It may be agreed locally that earned 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 by 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 and cannot comprise more days than the employee has earned in the enterprise.
4. The organisations will draw up a joint form for use in entering agreements about the transfers of holidays.
5. If an employee who has transfer his/her holiday resigns before all holiday has been taken, holiday benefit shall be paid for the holiday days in excess of 25 in connection with resignation.
6. If an employee on the grounds of sickness, maternity leave, adoption leave or other absence due to leave is prevented from taking his /her holiday, the employee and the enterprise can agree to transfer the holiday to the following year. Transferring holidays in this way can be agreed irrespective of the number of transferred holiday days in general. Agreements are entered on the same terms as described above.
7. Holidays to an extent corresponding to transferred holiday may not be placed so they are taken during a period of notice to quit

unless the holiday pursuant to the abovementioned agreement are placed to be taken prior to the period of notice.

Art 48 Holiday allowance

1. Holiday allowance amounts to 12½% of the total working wage during the holiday qualifying year.
2. The enterprise shall calculate holiday benefit on all taxable wages, salaries and fringe benefits for which no deduction from earnings is granted and which constitutes remuneration for work during employment.

Calculation of sickness benefit

3. The enterprise also pays sickness benefit according to the provisions of section 25 of the Danish Holiday with Pay Act from the second day of absence due to sickness for the periods during which the employee was absent due to sickness or injury during the holiday qualifying year.
4. Sickness benefit amounts to 12½% of the collectively agreed sick pay accumulated by the employee during the earnings year.
5. Sickness benefit for absences through sickness where the employee has not received sick pay shall be a fixed amount per working day; see the agreement of 1 December 1972 between DA, the Danish Employers' Confederation organisation, and LO, the Danish Federation of Trade Unions.
6. The amount is regulated at the start of each calendar year. For the holiday qualifying year 2017, sickness benefit amounts to the following per working day:

	Copenhagen	Regional districts
Skilled employees	DKK 183.90	DKK 172.05
Unskilled employees	DKK 166.20	DKK 169.25

7. The stipulated amount is per working day and payment is based on a 5-day working week.

In the case of employees working part time, the fixed øre amount is calculated as the ratio between the agreed weekly working hours and 37 hours.

Art 49 Holiday card scheme

1. The enterprise shall issue a holiday card for the past earnings year to the employee at the latest by 15 February.
2. The holiday card must contain details of the employee's name and address, the wages he has received the associated holiday benefit and the number of holiday days, deduction of tax at source and how much holiday allowance amounts to per holiday day.
One of the organisations' approved holiday cards shall be used as holiday cards.
3. If the employee does not receive documentation for earned holiday allowance, the enterprise upon termination of the work team shall issue a certificate with information about the employee's earned holiday allowance and the number of earned holiday days.
4. The employee who has received a provisional certificate for outstanding holiday pay and holiday entitlement is responsible

for informing any change of address to the enterprise concerned.

Electronic holiday cards

5. The enterprise may, in full discharge, submit holiday cards which are to be exchanged during or after the ongoing period of employment via the electronic mail solutions that may be available, e.g. e-Box or by e-mail.
6. If the enterprises wish to utilise this option, employees must be notified of this three months beforehand unless agreed otherwise. Following the end of the notice period, employees who have no option of utilising the electronic solution may receive the documents in question by contacting the enterprise.

Payslip as holiday card

7. Where holiday cards are not used, 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. In the case of retired employees, the specification must also have options for a future enterprise to sign for the taking of the holiday.
9. The pay specification must be comprehensive and contain the following details:
 - Holiday entitled pay
 - PensionDanmark
 - Labour Market Contribution (*Arbejdsmarkedsbidrag – AM*)
 - Tax deducted at source
 - Danish Labour Market Supplementary Pension Scheme (*Arbejdsmarkedets Tillægspension - ATP*)

and other available pay processing information.

10. In addition, the pay specification must also contain relevant details about holiday, weekday holiday and floating holiday allowances and holiday accounts.

Certification of holiday cards

11. Employees who are in work or are serving national service shall endorse the holiday card with the holiday period, the date the holiday starts, the number of holiday days to be taken along with a specification of the corresponding holiday allowance.
12. If an employee has not work at the time the holiday is to be taken, the holiday card must be endorsed by unemployment insurance fund (if he/she is receiving benefits from the fund) or by the social services committee.

Issue of residual holiday card

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

Art 50 Payment of holiday allowance
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1. The employee is entitled to holiday allowance from the enterprises where he/she has previously worked against submission of a holiday card issued by the enterprise.
2. Holiday allowance shall be paid at the latest by one month prior to the start of the holiday provided that the employee has submitted a duly completed and certified holiday card in time.

Payment of holiday allowance without holidays being taken

3. Holiday allowance will be paid without the holiday actually being taken in one of the following situations:

The employee leaves the labour market

4. Holiday allowance for previous and the current holiday qualifying years shall be paid to the employee if the employee leaves the labour market for reasons of age or health, or if the employee resigns when relocating abroad and signs out from the Civil Registration System.

Holiday allowance of DKK 750.00 or less when resigning

5. Holiday allowance may be paid out by the enterprise to the employee upon retiring if the amount is DKK 750.00 or less after the deduction of income tax and labour market contribution.

The enterprise may not pay out holiday allowance under the stipulations in the present para. to the same employee more than twice in any one holiday qualifying year.

Earned holiday allowance of a maximum of DKK 1,500.00

6. Holiday allowance for an earnings year shall be paid to the employee at the start of the holiday year irrespective of whether the holiday is taken when the amount is DKK 1,500.00 or less after the deduction of income tax and labour market contribution.

When a member wishes to have holiday allowance disbursed without taking a holiday, see above, the holiday card must be signed by the employee and submitted to the enterprise together with documentation that the conditions for disbursing holiday allowance have been met.

The employee is unable to take a holiday

7. Employees who due to the serving of military service, sickness, childbirth, residence abroad, committing to one of the prison service's institutions or other forced institutionalisation, transfer to independent working or to work in the home or who are wholly or partially prevented from taking holidays shall after the expiry of the holiday period but before the end of the holiday year have holiday allowance paid out without taking holidays.

Death

8. In the event of death, holiday pay becomes part of the deceased's estate.

Prior to the payment of holiday allowance the holiday card must be certified and information that one of the abovementioned situations applies or has applied must be entered on it.

<p>Art 51 Payment of holiday allowance at the end of the holiday year</p>
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Holiday allowance which has not been taken out by the employee before the end of the holiday year (30 April) shall be paid to the employee in one of the following situations.

Holiday allowance of DKK 2,250.00 or less

1. If the uncollected holiday allowance, paid holiday and possible holiday supplement is less than DKK 2,250.00 after the deduction of income tax and labour market contribution, the enterprise shall pay out holiday allowance at the end of the holiday year (30 April).

The abovementioned amount shall be paid to the employee by 15 June at the latest.

Holiday allowance of less than DKK 3,000.00 for holidays taken

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

Uncollected holiday allowance for resigned employees

3. Holiday allowance which has not been collected by the employee before the end of the holiday year and which has been earned in an employment contract which ceased at the latest by the end of the holiday year (30 April) shall be paid out by the enterprise irrespective of the amount upon written request of the employee submitted on a form approved by the Agency for Labour Market and Recruitment.

Holiday allowance corresponding to the fifth holiday week

4. Holiday allowance which has not been collected by the employee by the end of the holiday year (30 April) or holiday pay and holiday benefit which has not been paid out to the employee by the end of the holiday year, and which relates to earned holiday for employment of more than 9½ months' duration in a single earnings year (fifth holiday week) and which has not been agreed for transfer pursuant to [Art 47](#) of the collective agreement shall be paid out by the enterprise upon written request of the employee submitted on a form approved by the Agency for Labour Market and Recruitment.

Loss of right to payment

5. The payment of uncollected holiday allowance, see paras. 2, 3 and 4, shall lapse if at the latest by 30 September after the end of the holiday year the employee has not submitted a written request on a form approved by the Agency for Labour Market and Recruitment for the enterprise to disburse the amount, and the amount is paid into the Holiday Fund; cf. [Art 53](#).

Art 52 Special stipulations

Trading in holiday cards and attachment by creditors

1. Agreements for the assignment of holiday cards or holiday accounts are invalid and such cards may not be made the object of legal proceedings.

Limitation of holiday allowance

2. Holiday allowance which has not been collected within three years after the end of the holiday year in which the holiday should have been taken shall lapse and is paid into the Construction Group's Holiday Fund unless the employee demands payment through legal proceedings, industrial disputes proceedings, a police report, submission of a petition in bankruptcy or direct application to the director of the Agency for Labour Market and Recruitment.

Renouncing holiday

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

Set-off and retention

4. The enterprise can offset amounts against an employee's holiday allowance if the employee has infringed the law during his/her employment at the enterprise such that the enterprise has a due and documented counter demand and the employee has admitted the unlawful circumstance or it has been decided by the court.

The enterprise may retain an amount equivalent to the counter-demand backdated until the case is settled if the enterprise has brought a civil action, an industrial disputes procedure or the employee has been reported to the police or indicted in the case.

Work during holidays

5. If an employee takes on paid work during the holiday, the director of the Agency for Labour Market and Recruitment can require the employee's holiday allowance, holiday pay and holiday supplement for the whole or part of the holiday to be paid in the Danish Holiday Fund.

Disputes

6. Disputes about the holiday rules with associated holiday card and the Danish Holiday Fund shall be settled in accordance with the [applicable procedure for the settlement of industrial disputes](#).

Holiday money guarantee

7. The organisations have agreed that holiday pay is a part of each employee's wages and should payment of holiday allowance be lacking after a failed request Dansk Byggeri shall guarantee payment of the holiday pay amount.

However, this only applies to amounts accrued up to 14 days after the time when Dansk Byggeri by recommended mail has

informed the union that membership has ceased or bankruptcy has been declared.

Payment shall be made to Fagligt Fælles Forbund, once Dansk Byggeri has received a due demand from Fagligt Fælles Forbund – the holiday card or documentation of accrued holiday allowance. Fagligt Fælles Forbund will then settle with its own members.

Where Dansk Byggeri investigates holiday pay, Fagligt Fælles Forbund is bound on its member's behalf to convey the relevant demand to Dansk Byggeri.

Art 53 Union holiday fund

1. In order to create greater opportunities for members of Fagligt Fælles Forbund to take holidays, the organisation has founded the Byggegruppens Feriefond (Construction Group's Holiday Fund).
Holiday allowances which have not been collected before the end of the holiday year in which holidays should have been taken are used to finance the holiday funds.
2. Dansk Byggeri's members are bound by 30 September at the latest to pay in non-collected holiday allowance to Dansk Byggeri.
Fagligt Fælles Forbund may at its own expense require payments to be randomly checked by a state-authorised accountant. Dansk Byggeri shall transfer the paid-in amounts to Byggegruppens Feriefond by 15 November at the latest.

**Art 54 Payment for weekday holidays, floating holidays,
holidays for senior employees and childcare days**

Savings

1. Weekday holiday and floating holiday payments for paying weekday holidays and floating holidays, holidays for senior employees and childcare days amount to 8.60% of the employee's holiday qualifying pay including of the collectively agreed sick pay.

From the start of the pay week that includes 1 March 2018,
the weekday holiday payments increase to9.30%

From the start of the pay week that includes 1 March 2019,
the weekday holiday payments increase to..... 9.90%

Holiday allowance of weekday holiday and floating holiday payments are contained in the amount.

Payment

2. The accrued savings are partly paid out as an advance sum at each weekday holiday, floating holiday, holiday for senior employees and childcare day and partly as a residual payment.

Advance payments

3. The amount of advance payment per day is:
for adult employees.....DKK 1,100.00

“Public Holidays” include:

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

The advance amounts are paid out on weekday holidays which, for example, fall on free Saturdays or weekday days

off, but not when they fall on Sundays, holidays for senior employees and childcare days.

The enterprise and the employees can agree on different advance amounts than those mentioned above.

Payment of amounts in advance

4. Advance payments are made together with wages for the pay period in which the weekday or floating holidays fall.

If holidays or closure prevent payment at this time, the advance amounts shall be paid on the next payday.

Right to advance payments

5. Employees shall immediately upon employment be entitled to the savings mentioned in para. 1 and the advance amounts mentioned in para. 3.

However, for floating holidays, holidays for senior employees and childcare days no greater advances may be paid than are deposited in the weekday holiday/floating holiday account at any one time.

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

It is a precondition for weekday holidays that there should be cover for the amounts to offset in outstanding wages upon the resignation of the employee.

Residual amounts

6. Weekday and floating holidays are compiled each year along with the pay accounts for the 52nd pay week and together with the tax statement.

Any surplus in the account shall be paid out at the latest on the first payday in January unless the employee has

expressed a desire by the 30 November for the residual amount – or part thereof – to be disbursed as an extraordinary pension contribution.

The advance amount for 1 January is ascribed to the weekday and floating holiday account for the previous calendar year.

Any shortfalls in the account amounts to a liability for the enterprise which can be offset against outstanding wages.

Resignation

7. When an employee changes workplace, upon resignation from the enterprise any surplus/shortfall is offset against the account.

Work on weekday holidays

8. If an employee works on a weekday holiday, the employee shall be entitled to an advance amount according to the above and collectively agreed payment.

Special provision regarding weekday 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 weekday 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. Upon death the accrued weekend/floating holiday payment shall accrue to the deceased's estate.

Guarantee

11. Dansk Byggeri guarantees weekday holiday/floating holiday payments according to the same rules which apply to holiday allowance provided the employee solely has outstanding weekend holiday and/or Floating holiday payments upon his/her resignation.

Art 55 Senior agreement

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 36](#), up to 10% can be deposited in the employee's weekday holiday account.

Taking of holidays

2. In the calendar years in which the weekday 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 weekday 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 weekday 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 [Art 50 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.

Art 56 Holiday rules for posted employees

1. The provisions of [Articles 44 to 55](#) 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 so 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 12 Collaboration

Art 57 Shop Steward Rules

Where shop stewards are elected

1. At every workplace or enterprise with at least five employees, the employees shall elect one of their number to act as shop steward for contacts with the enterprise or its representative. If, where a shop steward has been elected, the number of employees declines to four or less, the shop steward job shall cease unless both parties wish to retain it. Shop stewards are not elected for workplaces with four employees or less unless both parties wish to have one. Any one employee can only participate in the election of one shop steward at the same workplace or enterprise and shall not be counted in the basis for the choice of more than one shop steward. Shop stewards can be elected for a maximum of two years. They may be re-elected.

Eligibility to be elected shop steward

2. Shop stewards are elected among generally recognised good employees.

Election of shop stewards

3. Shop stewards shall be elected so that all employees employed at the workplace or enterprise at the time of the election have a chance to participate in the election.
4. The election will not be valid until the enterprise has been informed in writing, the enterprise being entitled to object to the election, and the election has been approved by Fagligt Fælles Forbund.

5. Only employees who are members of Fagligt Fælles Forbund have voting rights.
6. Trainees cannot be elected shop stewards. Trainees, including adult trainees, have the right to vote for a union representative in the department of the enterprise where they are employed at the time of the election.

Training of shop stewards

7. Newly elected shop stewards are offered courses of 2 x 2 days' duration. Shop stewards are entitled to participate in these courses within the first 18 months after their election. The enterprise shall compensate shop stewards for any loss of earnings sustained by participation in these courses.

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 37 para. 1](#) 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 on the grounds of sickness, holiday, participation in courses etc., a spokesperson shall be appointed to represent him/her. The appointment is not valid until the enterprise has been informed. A spokesperson appointed in this way acting for a certain period has the same protection as the elected shop steward provided he/she complies with the conditions for being elected shop steward according to the present rules.

The shop steward's duties

13. The shop steward is bound for his/her union and the enterprise to do his/her best to maintain and promote good collaboration at the workplace. However, in the performance of the duties incumbent upon him, he is not allowed to unnecessarily neglect his work, and it should also be a rule that any shed meetings convened should as far as possible be held outside working hours. The shop steward's functions should not cause the enterprise expense unless these are an immediate consequence of an order from the enterprise.

The shop steward's tasks

14. Whenever one or more of the shop steward's colleagues desire, the shop steward is bound to present their complaints or requests to the enterprise, but only if the matter cannot be settled satisfactorily by the representative at the workplace. If agreement cannot be reached between the employee concerned and the enterprise or his representative by

negotiation according to the ordinary price terms for work of the collective agreement, the shop steward can be brought into negotiations. If satisfactory results cannot be obtained from the abovementioned negotiations, the shop steward is free to request his union to deal with the matter, but it is the shop steward's and his work colleagues' duty to continue working normally.

Dismissal of shop stewards

15. Enterprises are entitled to dismiss shop stewards like any other employees, but at the same time, given the circumstances of the matter as a whole, the enterprise must be clear 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. Reference is also made to [section 8 of the General Agreement](#).

Art 58 Health and safety representatives

1. Health and safety representatives are selected in compliance with the rules on this laid down in the legislation.
2. Employees enrolled for work environment training have to have started work environment training within one month of having been enrolled.

2 days' further work environment training

3. Employees who during their traineeships were awarded work environment training certificates are entitled to two days' further work environment training within five years of the employee completing training.

4. If an employee who has completed work environment training during their traineeship is chosen as a health and safety representative, the employee shall be enrolled for two days' further work environment training.
5. Employees enrolled for two days' further training must start training within one month of having been enrolled.
6. The enterprise shall pay full wages for the two days' further work environment training.
7. Trainees cannot be elected as health and safety representatives during the training period.

Art 59 Collaboration

Works committee

1. Enterprises which have had an average of 35 employees for one year can set up works committees if the management or a majority of the employees wish it.
2. If the number of employees falls below 35, the management or a majority of the employees can request the works committee to be wound up at one year's notice.
3. Although under the conditions of the Collaborative Agreement between DA, the Danish Employers' Confederation organisation, and LO, the Danish Federation of Trade Unions, several liaison committees may be set up in the same group, the parties have agreed that if there is agreement between the enterprise and the representatives of the employees, a group liaison committee can be established as the only liaison committee in the group.

4. If there is a joint union representative in the group, this person becomes the vice chairman of the group liaison committee. If there is no joint union representative in the group, the vice chairman of the group liaison committee is selected from among the group shop stewards.

Collaboration committee

1. Dansk Byggeri and the associations in the BAT-Cartel have set up a collaboration committee.
2. The tasks of the collaboration committee will be to deal with information and advisory work for the enterprises' managements, employees and the liaison committee to promote collaboration.
3. The collaboration committee deals with issues relating to breaches of the Collaborative Agreement and seek a settlement before the case is passed on to the Collaboration Tribunal between DA and LO.

Art 60 Collaboration and the work environment
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1. Good collaboration between the management and the employees of the enterprise is an important basis for boosting the enterprise's productivity and competitiveness and the employee's job satisfaction and development possibilities.
2. All employees who are subject to the collective agreement shall pay a contribution per working hour.
From the start of the pay week that includes 1 March 2017,
the contribution per working hour amounts to.....DKK 0.45
From the start of the pay week that includes 1 March 2018,

the contribution per working hour amounts to.....DKK 0.50

3. By agreement this contribution shall be used for joint campaigns and activities in the work environment field, for the creation and running of activities in the work environment field and for activities intended to promote cooperation between the management and the employees.

Chapter 13 Training

Art 61 The Construction and Civil Engineering Sectors Training Fund

Purpose

1. The organisations have set up the Construction and Civil Engineering Sectors Training Fund which is intended to subsidise employee participation in further training and education courses.
2. Contributions to the Construction and Civil Engineering Sectors' Training Fund, cf. [Art 64](#), shall be paid into the Construction and Civil Engineering Sectors Training Fund.

Time off for training

3. After three month's employment, employees are by agreement with the enterprise entitled to participate in a training course of their own choice of up to two weeks (10 working days) in duration.

The course must be relevant to the job performed within the application of the collective agreement.
4. Training may include participation in an individual skills assessment relating to relevant occupational and labour market training within the application of the collective agreement. Based on the skills assessment, a personal training plan is drawn up and following agreement with the enterprise the employee is entitled to participate in training pursuant to the training plan.

5. When an employee's changes jobs to another enterprise in the area of the collective agreement, training arranged as part of the employee's personal training plan may be continued there paying due regard to the enterprise's operations.

Possible use of funds

6. The contents of the fund may, for example, be spent on:
 - Skills assessments
 - General and occupational further training and education
 - Improving reading, spelling and mathematical skills
 - Campaigns aimed at educational planning in the enterprise
 - Administration expenses linked to training activities

Contributions

7. The enterprise shall contribute DKK 520 per employee per year. The amount is converted to an amount per working hour.

Management and administration

8. The organisations shall establish or affiliate themselves with an administration enterprise which administers the contributions paid.

The detailed guidelines are laid down in the statutes drawn up by the parties.

Applications

9. The enterprises may apply for grants from the fund.
10. Within the fund's financial scope it may partially or fully subsidise employees' loss of earnings during training (following guidelines such as the present Construction and Civil Engineering Sectors' Training Fund), participant's payments, travelling expenses etc.

11. The fund shall draw up an application form which describes the payment guidelines in greater detail.

Disputes

12. If Fagligt Fælles Forbund or Dansk Byggeri assesses that the Construction and Civil Engineering Sectors' Training Fund is not functioning as intended, the issue may be taken up for discussion by the board of directors.
13. Specific disputes may be settled by the industrial disputes procedure; cf. [Art 68](#). However, disputes may not be settled by industrial arbitration.

Art 62 Training scheme

1. The parties will establish a training scheme for the purpose of
 - developing the area of education and training and thereby education and training levels in the building and construction industry and to ensure the availability of adequately skilled labour for the future building and construction industry, including developing and testing education and training not yet existing as basic or continuing education and training in the traditional educational system.
 - contributing to the funding of the technical and continuing education and training committees.
 - financing education, training and industrial policy activities.
 - developing and maintaining a pricing system.

Dansk Byggeri and 3F

2. The organisations will pay the amounts established by the organisations.

Other enterprises

3. For enterprises or organisations which are not members of Dansk Byggeri but which are covered by one or more of the Dansk Byggeri collective agreements with the federation, a contribution of DKK 0.50 per actual hour worked by people employed by the enterprises will be payable quarterly in arrears.

Exemption from contribution

4. Enterprises which are organised under the Confederation of Danish Employers or the Cooperation do not pay the above contribution.

Please see the separate minutes with regard to the establishment and operation of the training fund.

Art 63 Training for bricklayers' labourers

According to the agreement basis dated 24 October 2008, training for bricklayers' labourers is part of the collective agreement. Please see [Annex 3](#) for the agreement basis.

Art 64 Training fund

Bricklayers' labourers:

1. A training fund has been established between the parties to the collective agreement with the purpose of developing training and the level of training in the field of construction and civil engineering, and of ensuring future access to a workforce with sufficient technical and industrial qualifications for the construction and civil engineering industries, including the

development and testing of training which does not yet exist as basic or advanced training in the traditional training system.

2. This fund is financed by the enterprises covered by the collective agreement paying an amount equivalent to DKK 0.20 per hour for the staff employed by the enterprise.
3. It is agreed that the statutes of the fund will be amended with regard to the fact that after application, the enterprises may be subsidised for the advanced training of employees.
4. The fund will follow the period of validity of the collective agreement, although it may be terminated independently, by either of the parties giving six months' notice, to the end of an agreement period, but no earlier than 1 March 2014.

Art 65 DA/LO Development Fund

An amount of DKK 0.42 per working hour is collected for the LO/DA Development Fund. With effect from the first pay period after 1 January 2018, the amount will be increased to DKK 0.45 per working hour.

Chapter 14

Appointment and dismissal

Art 66 Appointment

1. On appointment, an employee cannot be paid a lower payment than for a full day.
2. Every effort will be made for employees to commence employment at the beginning of the working day on Monday.

Art 67 Dismissal

Cessation of work

1. In the case of work paid hourly, the working relationship can normally only be terminated at the end of a working day, and the employee must be notified of this at the latest two working days beforehand (see also para. 4). Any outstanding hourly wage will be paid on the first payday.
2. Employees who through no fault of their own are injured while working for the enterprise, including occupational illnesses which are clearly ascribable to working for the enterprise concerned, cannot be given notice of dismissal in the first eight weeks of the period in which they have been certified as unable to work due to injury.

Time-off in connection with dismissal

3. Employees dismissed with a notice period provided for in the collective agreement, due to restructuring, cutbacks, closures or other reasons on the part of the enterprise, 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 enterprise's operations.

No notice

4. The enterprise will not be obliged to give notice if normal execution of the work is prevented or impeded by other employees' work stoppages or lockouts.

Outstanding vouchers

5. Employees dismissed by the enterprise or its representative must, irrespective of whether they have worked piecework or on an hourly basis, upon dismissal receive a voucher for the hours they may have worked on an hourly basis or possibly as piecework, such as weekly payslips.
6. If an employee is temporarily laid off while carrying out piecework, the employee will not be obliged to go back and complete the piecework if other work is begun during the temporary layoff and the enterprise has been notified of this.

The above also applies in the case of other instances of temporary layoff in accordance with the collective agreement.

Chapter 15

Procedure for the settlement of industrial disputes

Art 68 Industrial disputes

Local negotiation

1. If there is a dispute of an industrial nature at an enterprise within the area the collective agreement, attempts may be made to resolve it locally between the parties at the enterprise or at the workplace.
2. If the employees or the enterprise wish, a representative of the organisations can assist at the negotiations.
3. If no agreement is achieved during local negotiations, the matter can be dealt with at a local mediation meeting.

Local mediation

4. Local mediation is understood to mean mediation undertaken by representatives of Dansk Byggeri and Fagligt Fælles Forbund local associations in each individual town or area.
5. The mediation meeting shall always be held if one of the parties requests it.
6. All cases between the individual enterprise and its employees relating to disputes on payment and other mutual conditions in accordance with the present collective agreement and associated price lists / pay schedules, as well as other mutual agreements between the organisations will be referred for local mediation.
7. A mediation committee consisting of four members, two selected by Dansk Byggeri and two selected by Fagligt Fælles Forbund, will be appointed. If Dansk Byggeri and Fagligt

Fælles Forbund both agree, the mediation committee may consist of one representative from each organisation.

8. The respective organisations will ensure there are deputies for their representatives on the mediation committee.
9. The members of the mediation committee are generally selected by and among local representatives of the parties.
10. In case of disputes on industrial matters, one member of the mediation committee must be trained in the industrial field in question or, as far as 3F is concerned, have knowledge of the industrial field.
11. If a mediator is a direct party to a case, the mediator in such a discussion must give up his seat on the committee and be replaced by a deputy. A mediation case must be brought and dealt with by Dansk Byggeri/Fagligt Fælles Forbund within the area in which the place of work in question is located.
12. When Fagligt Fælles Forbund and Dansk Byggeri request submission of a dispute to the mediation committee on behalf of a member, this request must be submitted in writing to the receiving local organisation along with information on what the dispute relates to. The recipient must confirm to Fagligt Fælles Forbund and Dansk Byggeri receipt of the mediation request within five working days.
13. When either Dansk Byggeri or Fagligt Fælles Forbund duly submits a request for mediation, the committee may be required to convene for discussion of the case at the latest ten working days after the request has been received.
14. If the committee's enterprise or employee representatives request that the committee inspect the work to which the case relates before the case is discussed, any such request must be met.

15. When a case is discussed, either Dansk Byggeri or Fagligt Fælles Forbund will call the parties to the case of their representatives for a description of the matter. The committee will be entitled to see all information of significance to deciding the outcome of the case.
16. One of the representatives of Dansk Byggeri on the committee will chair the meeting and keep the minutes, as well as ensuring that the committee's negotiations take place without the involvement of the other side. If the committee agrees on a decision, this will be binding for the parties and there is no right of appeal to any other body. The minutes will be signed by all members of the mediation committee.
17. If no agreement is reached on the dispute by local mediation, this may be required to be dealt with by the arbitration tribunal set up by the undersigned organisations. Mediation between the organisations can be held if there is agreement on this, and if the case is sent to the receiving organisation at the latest two months after the local mediation meeting.

Organisation mediation

18. Where it has been impossible to settle a dispute by local mediation, attempts may be made to resolve such dispute reported to the organisations by mediation between one representative of Dansk Byggeri and one representative of the opposing association; see para. 14. The opposing organisation must confirm receipt of the request for mediation within seven working days.
19. In cases involving industrial matters, one member of the organisation mediation committee must be trained in the industrial field in question or, as far as 3F is concerned, have knowledge of the industrial field.

20. Mediation takes place at the location where the dispute arose unless the parties agree to mediate elsewhere. Organisation mediation is chaired by the representative of Dansk Byggeri. The parties may be asked to attend. If the two representatives agree on a decision on the matter, this decision will be binding for the parties and there is no right of appeal to any other body. If no agreement is achieved, the matter can be passed on for settlement by arbitration. A request to pass on the case must be submitted to the opposing organisation at the latest two months after the organisation mediation. The representatives of the organisations who participated in local negotiations cannot also take part as mediators.

Acclimatisation negotiations pursuant to Art 3

21. If the Federation proves circumstances which give reason for presuming that the stipulations of the collective agreement were derogated, e.g. if the Federation has failed to make contact with the enterprise, the enterprise must prove to Dansk Byggeri that the stipulations of the collective agreement have been adhered to.

Dansk Byggeri shall upon request present the documentation to the Federation.

If the negotiations find that the stipulations of the collective agreement have been complied with, the matter is terminated.

If the findings of negotiations are that the stipulations of the collective agreement have not been complied with, Dansk Byggeri shall approach the enterprise with a view to ordering the enterprise to rectify the circumstances. Dansk Byggeri sends a copy of the letter to the association and if the circumstances are not immediately rectified, the association can submit the case to the Industrial Court.

Arbitration

22. No dispute may lead to work stoppages, but disputes may be resolved through arbitration if it is not possible to resolve the matter through local mediation, organisation mediation or negotiation between the organisations. The deadline for passing on a dispute from local mediation to settlement through arbitration is two months.
23. The organisations will appoint an arbitration tribunal for which Dansk Byggeri will select two members and the opposing federation(s) will select two members. In cases involving industrial matters, one member from both the employee side and the enterprise side must be trained in the industrial field in question or, as far as Fagligt Fælles Forbund is concerned, have knowledge of the industrial field. For every calendar year, the organisations will jointly select an industrial chief arbitrator and a legal chief arbitrator, as well as any deputies for the same. They may be re-elected. However, the legal chief arbitrator may be selected ad hoc. The industrial chief arbitrators and any deputies must be trained in or have a thorough knowledge of the industrial fields in question. Neither the industrial chief arbitrators nor the legal chief arbitrator or their deputies may make a living from the industrial field of be members of any of the interest organisations. If it is not possible to achieve consensus between the organisations regarding the choice of arbitrators or deputies, the Chairman of the Industrial Court will be asked to appoint these.
24. Industrial matters must be dealt with by the industrial chief arbitrator, and legal issues by the legal chief arbitrator. The concept of industrial matters normally refers to price list/pay schedule issues or issues relating to other interpretation of prices, and the concept of legal issues normally refers to matters relating to other collective agreement issues. If

agreement cannot be reached on whether an issue should be dealt with by the industrial chief arbitrator or the legal chief arbitrator, both arbitrators are convened who then examine the reality of the issues on the ground and reach a mutual decision about the case.

25. When one of the organisations requests processing of a case, the arbitration tribunal must meet within a deadline of one month. Each organisation will call its party to the case to attend.
26. One of the representatives of Dansk Byggeri will convene the arbitration tribunal after more detailed agreement with the chief arbitrator and the opposing federation representative(s), and also chair the meeting.
27. Ten weekdays at the latest prior to arbitration before the arbitration tribunal, the plaintiff organisation shall submit a written case presentation containing the case files to be presented at the arbitration meeting to the counterparty and the chief arbitrator.

Five weekdays at the latest prior to the arbitration meeting, the defendant organisation shall similarly submit a response with possible attachments to the counterparty and the chief arbitrator.
28. The case will be decided by simple majority between the four arbitrators, but the chief arbitrator will give a judgment if no majority can be achieved. If he so deems appropriate and the content of the case so necessitates, the chief arbitrator may provide a judgment justified in writing. If the case is decided by simple majority between the four arbitrators, or if the chief arbitrator gives a judgment at the meeting, minutes will be prepared for the case in question and the decision given on it. The minutes will be signed by the members of the arbitration

tribunal and the chief arbitrator. If the chief arbitrator provides a judgment in writing, this must be made available to Dansk Byggeri and the relevant federation as soon as possible after the arbitration meeting has taken place. Decisions are binding for the parties, irrespective of whether they have been made by a majority vote or by judgment.

29. If either of the organisations refuses to allow a case to be decided by arbitration, citing that it does not relate to the interpretation of an agreement existing between the parties, either of the parties may appeal the issue of the legitimacy of the refusal for the Industrial Court via either the Confederation of Danish Employers or the Danish Federation of Trades Unions.
30. Expenses for the activities of the arbitration tribunal will be paid by the parties to the collective agreement in accordance with the agreement between the parties applicable at all times.

Organisation negotiation

31. If the organisations agree, before submitting a case to the Industrial Court or settlement by arbitration, it should be dealt with at a meeting between the organisations. Any such meeting must be held within one month of a request for this, unless agreed otherwise by the parties. The notice for passing on the case will also be extended accordingly.

Deadlines

32. If the plaintiff party fails to comply with the abovementioned deadlines, he forfeits the right to complain and the right to pass on the disputed case. The above may only be derogated if a written agreement has been signed between the organisations.

Payments after mediation and arbitration

33. Amounts which are due for payment in accordance with mediation or the arbitration settlement shall be paid on the next payday but at the earliest five working days after the parties to the case have been sent and have received the judgment and the distribution list.

Art 69 Legal cases involving summary dismissal

1. In cases involving summary dismissal, a conciliation meeting must be held at the latest five working days after receipt of the conciliation request at the counterparty organisation, unless agreed otherwise.
2. If agreement is not achieved at the conciliation meeting in cases involving dismissal, the respective parties may request that the case be resolved by means of professional arbitration.
3. In situations in which resolution of the case by means of professional arbitration has been requested, the respective parties may also request an organisation meeting and/or a negotiation meeting, as long as holding such a meeting is possible without rescheduling the professional arbitration.
4. The organisation wishing to refer the case must request implementation of professional arbitration at the latest ten working days after the conciliation meeting/organisation meeting has been held.

This deadline may be derogated upon agreement.

Art 70 Foreign employees' pay and working conditions

Introductory stipulations

1. The purpose of the stipulations is to guarantee the collectively agreed terms the stipulations cannot be used to require disclosure of wage details with a view to obtaining overall clarification of wage conditions in the enterprise.
2. The parties to the collective agreement agree that all work in the Construction and Civil Engineering Sector in Denmark should be performed on collectively agreed terms and conditions, which guarantee employees' wages, working hours and working conditions.
3. The parties therefore agree that in their construction contracts with subcontractors the enterprises must ensure that subcontractors are thoroughly familiar with the applicable Danish collective agreement and contractual conditions.
4. Moreover, the parties recommend enterprises to introduce stipulations in construction contracts that subcontractors must be subject to at all times and for each individual contract to the relevant LO collective agreements concerning the staff who perform the work and that it should be regarded as a serious breach of the construction contract not to comply with this requirement.
5. It has been agreed that the abovementioned contract stipulation implies that stoppages due to the downing of tools intended to force compliance with the collective agreement can be avoided in that the subcontractor is subject to the collective agreement.

Organisation meetings

6. If the Federation proves circumstances which give reason for presuming that the stipulations of the collective agreement are being derogated, e.g. if the Federation has failed to make contact the enterprise, Dansk Byggeri shall be consulted without delay. In its turn Dansk Byggeri will immediately consult the Federation.
7. Consultation in this way shall result in an immediate organisation meeting between the parties to the collective agreement. Besides the parties to the agreement, the client and the executing subcontractor shall also participate. The meeting shall be held at the construction site within 48 hours unless otherwise agreed.
8. All relevant background information must be submitted at the organisation meeting. At the organisation meeting, it lies with the subcontractor to prove that the agreement stipulations have been complied with.
9. At the organisation meeting the parties may also discuss the circumstance of the subcontractor not being subject to the collective agreement.

If the relevant background information cannot be presented to the organisation meeting, these details must be submitted to the Federation with 72 hours of the organisation meeting at the latest.

10. If the request concerns a single employee, the submission of background information requires the employee's consent.
11. If the request for background information concerns a group of employees, this can be submitted without consent but paying due regard to preserving anonymity.

12. If the negotiations find that the stipulations of the collective agreement have been complied with, the matter is terminated.

Industrial arbitration

13. During an organisation meeting, if no immediate agreement can be reached on whether the stipulations of the collective agreement have been complied with, the committee can be attended by one of the permanently appointed chief arbitrators with a view to reaching an arbitration judgment as soon as possible.
14. For enterprises which are not members of Dansk Byggeri, the committee shall consist of representatives of the enterprise and the Federation.
15. The arbitration tribunal shall decide whether the stipulations of the collective agreement have been complied with based on the information submitted to the arbitration tribunal and the extent to which possible subsequent payment demands may be possible.
16. If the organisation meeting or arbitration tribunal decides that the stipulations of the collective agreement have not been complied with, Dansk Byggeri undertakes to get in touch with the original client so that he can assist in resolving the issue. Dansk Byggeri is notifying the Federation thereof.

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

Provisions applicable to the period of validity of 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 ordering enterprise 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 ordering enterprise at the time of entering into the contract that the subcontractor – although being obliged thereto under the provisions of the collective agreement – 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 shall be taken into account in the determination:

- whether, if it becomes aware that an industrial case will be raised, the ordering enterprise withhold payments; or
- the ordering enterprise helps to satisfy the outstanding payment from the subcontractor; or
- whether the ordering enterprise 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 ordering enterprise 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 whether 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 ordering enterprise has previously been convicted of violations

- the ordering enterprise – 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 ordering enterprise 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 ordering enterprise may use to check the subcontractor's pay and working conditions.
26. If more than three years have passed since the given 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.

Informing the Federation

27. The enterprise shall submit documentation to the Federation stating that any additional payment requirements have been met after the organisation meeting or the industrial arbitration.

Confidentiality

28. The parties agree that any submitted wage information shall be dealt with in the strictest of confidence and may alone be used as a part of the industrial processing of issues concerning compliance with collective agreements, and it may not be published in any way unless the matter has been concluded by industrial arbitration or the industrial court.

Art 71 The Industrial Court

In cases of alleged breaches of the collective agreement, before a complaint is submitted to the Industrial Court, a joint meeting shall be held with the participation of Dansk Arbejdsgiverforening and Landsorganisationen i Danmark.

Art 72 Urgent cases

If disputes arise between the enterprise and its employees about the quality of work performed, the matter may be submitted for expedited processing. Case processing then follows the deadlines in “Standard procedure for the settlement of industrial disputes”.

Art 73 Work stoppages

The present rules do not restrict the organisations’ or their members’ rights to participate in work stoppages without prior mediation or arbitration based on “Standards procedure for the settlement of industrial disputes” or on the General Agreement of 1973 between the Confederation of Danish Employers and the Danish Federation of Trades Unions.

Chapter 16

Work on furnaces and fireproofing

Art 74 Work on furnaces and fireproofing

Dansk Byggeri and Fagligt Fælles Forbund agree that the present section involves joint effort by the members of the Fagligt Fælles Forbund construction group, and that the agreement for bricklayer work, and for building and civil engineering work respectively, specifies the terms for execution of furnace bricklayer work unless exceptions to this are specified in the present section.

Payment for work with ovens, steam boilers, central heating boilers, retorts, industrial furnaces, etc. will be made according to the rules below.

The scope of the work will be agreed before the task is started.

Normal working hours

1. The length of the normal effective working-hours week is 37 hours. The weekly working hours are divided over five days. Normal working hours begin at 07.00. Employees are entitled to two half-hour breaks every working day.

These meal breaks are timed as agreed between the enterprise and its employees.

The enterprise and its employees may agree to have only one meal break per day. If the enterprise and its employees agree on this, and if the local enterprise and union offices are notified, working hours can be switched within the hours of 06.00 to 18.00, as long as the daily number of hours is observed.

In such instances, no supplement will be paid for overtime.

Overtime / working Sundays and public holidays

- 2. Furnace bricklayers must be willing to do overtime when the enterprise deems this necessary. Overtime is calculated from the time normal working hours end until the start of normal working hours, and is paid for the first three hours at a supplementary rate of 50%, and 100% for any subsequent hours, calculated from the minimum hourly wage excl. tool allowance. Of the said three hours, one hour may take place immediately before the start of normal working hours. Sundays, public holidays and Saturdays will be paid at a supplementary rate of 100%, calculated from the minimum hourly wage excl. tool allowance. Besides overtime and working on Sundays and public holidays, employees will be given a half-hour meal break for every full 3½ hours of work with no deduction from the payment, including a half-hour meal break just after the end of normal working hours if the overtime is to extend over more than one hour.

Terms and conditions of pay

- 3. The minimum wage rate shall be as follows from the start of the pay week which includes 1 March 2017..... DKK 121.90
Furnace bricklayer supplement per hour..... DKK 61.15
Minimum wage including furnace bricklayer supplement..... DKK 183.05
The minimum wage rate shall be as follows from the start of the pay week which includes 1 March 2018..... DKK 123.90
Furnace bricklayer supplement per hour.....DKK 62.15
Minimum wage incl. furnace bricklayer supplement.....DKK 186.05
The minimum wage rate shall be as follows from the start of the pay week which includes 1 March 2019:..... DKK 125.90

Furnace bricklayer supplement per hour..... DKK 63.15

Minimum wage including furnace bricklayer supplement..... DKK 189.05

The enterprise will supply the tools required.

Otherwise a tool allowance will be paid.

As at 1 May 2017 the tool allowance per hour amounts to..... DKK 2.85

As at 1 March 2018 the tool allowance per hour amounts to..... DKK 2.90

As a 1 March 2019 the tool allowance per hour amounts to..... DKK 2.95

These rates will be increased with effect from the pay period in which the said dates fall.

The enterprise will supply workwear free of charge.

The enterprise will supply personal safety equipment in accordance with the Environment Act.

New furnaces will be built on a piecework rate. If prices cannot be found in a valid pay schedule, negotiation will take place in accordance with the piecework provisions of the collective agreement. If the parties so agree, new furnaces can be built on an hourly wage.

Supplement determined by work

4. If the furnaces are heated to between 30 and 50 degrees, a supplement of 30% of the minimum wage will be paid. Other pay and working conditions will be agreed in writing between the enterprise and its employees, supplements, etc. such as:
 - Pneumatic hammer supplement
 - Spray supplement

- Sandblasting supplement
- Asbestos supplement
- Driving, subsistence and overnight stays
- Travel allowance

Chapter 17

Equal remuneration board

Art 75 Equal remuneration board
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The parties to the collective agreement have established an Equal Remuneration Board based on the principles specified below:

Overall framework

The equal remuneration board shall be set up based on the model familiar from the Dismissal Board.

1. The Board must be able to decide on cases relating to the interpretation and understanding of, and breaches of the Danish Equal Remuneration Act or the collectively agreed implementation of the provisions of the Act. Cases relating to implementation agreements shall be submitted to the Board unless they are comprised by the provisions of sections 11(2) and section 22(1) of the Danish Employment Law Act.
2. The Board must firstly be able to decide on disputes relating to the central provisions of the Act, i.e. section 1(1)-(3) and section 3.
3. Issues relating to section 5a(4) of the Act and corresponding agreement stipulations shall primarily be settled in accordance with the rules in the Collaborative Agreement. Only legal disputes in the form of disputes concerning breaches or interpretation of the rules may be submitted to Board.
4. The parties agree to make every effort to set up a unified system of sanctions.
5. If a case contains elements which both concern breaches and the interpretation of the equal remuneration rules and other

aspects of the collective agreement at the same time, the Board may deal with these other aspects of the collective agreement. If such aspects of the collective agreement require extremely detailed knowledge of the collective agreement, upon request they can be referred for independent processing in the industrial law system.

6. Cases may not be submitted to the Board until the ordinary negotiation channels in the industrial law system have been completely explored. This implies that local negotiations, the conciliation meeting and the organisation meeting have all been held. In addition, a preparatory meeting must be held under the auspices of the Board corresponding to the meeting familiar from the Dismissal Board.
7. The parties to the collective agreement have agreed that the deadlines applying to case processing by the Dismissal Board are not suitable for the equal remuneration cases where there are frequently many aspects to be examined. Therefore they have agreed that other deadlines are more appropriate which more closely reflect the object of reaching a rapid settlement and the object of providing reasonable information about the case.
8. If so, a board of this kind shall be set up in accordance with the guidelines with the necessary adjustments.

Chapter 18 Other stipulations

Art 76 Workwear

Workwear

1. The enterprise will issue one set of standard workwear, as selected by the enterprise, twice a year to employees employed for more than three months. This workwear must be of the usual good quality and selected with the nature of the work within the enterprise in mind.
2. Workwear may be issued at an annual rate defined by the enterprise.
3. The workwear supplied is the property of the employee and the employee is obliged to maintain it.

Working gloves

4. Where so deemed necessary, the enterprise will supply working gloves. However, these gloves will always be issued for scaffolding work.

Art 77 Experimental work procedures

1. Provided that an approval has been granted by the organisations and by local agreement, it may be agreed to use experimental work procedures, which deviate from the stipulations of the collective agreement, to supplement and derogate from the Agreement's provisions on working hours.

2. In case of experimental work procedures, which concern prolonged working hours, it may be agreed that pension contribution, accrued payment for weekday holidays 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.

Art 78 Electronic documents

1. The enterprise may, in full discharge, submit any other documents which are to be exchanged during or after the ongoing period of employment via the electronic mail solutions that may be available, e.g. e-Box or by e-mail.
2. If the enterprises wish to utilise this option, employees must be notified of this three months beforehand unless agreed otherwise. Following the end of the notice period, employees who have no option of utilising the electronic solution may receive the documents in question by contacting the enterprise.

Art 79 Temporary staff

The temporary employment agency is a member of Dansk Byggeri:

1. Dansk Byggeri accepts as members enterprises which are temporary employment agencies.
2. The employment of temporary staff in agreement fields for Dansk Byggeri is covered by applicable agreements between

the parties. It also covers the local agreements and practices existing for the work function.

The temporary employment agency is not a member of Dansk Byggeri

3. The parties agree that the agreements between the organisations are area agreement.

All work at a member enterprise performed within the industrial area of applicability are subject to the collective agreements if it is performed by an employee or by another person who is subject to the member enterprise's managerial authority, e.g. a temp as distinct from an employee sent out by a subcontractor and subject to his managerial authority.

4. Dansk Byggeri declares that the collective agreements shall apply to the employees sent by temporary employment agencies to work at a member enterprise within the collective agreements' areas of industrial applicability for the time the temping work lasts.

However, this does not apply if the temp is sent out by a temporary employment agency which through membership of a DA organisation is subject to a collective agreement which applies to the area in question.

In its agreement with the temping enterprise, the member enterprise must ensure that the temporary employment agency has the necessary knowledge of the current collective agreement and agreement conditions.

5. A temp who does a job for a temporary employment agency at a member enterprise cannot be subject to the pension rules in Pension Denmark if the temporary employment agency is a member of a different DA member organisation and though which it is subject to a collectively agreed pension scheme.

Other conditions

6. Length of service is calculated according to the collectively agreed rules for all temping jobs subject to one of the current collective agreements between the parties.
7. The parties to the collective agreement agree that it is natural for temporary employees to be members of the same union organisations as the other staff at the requisitioning enterprise doing equivalent work.

Fagligt Fælles Forbund declares that it is not expedient for temps organised in an LO Federation to change union during short-lasting temporary work.

Art 80 Circumvention of the collective agreement

1. The parties to 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 the collective agreement.
2. However, it shall not be regarded as a circumvention of provisions of the collective agreement if two or more enterprises enter an agreement for the provision of specified works on the principles of actual cooperation between independent enterprises or if a subcontractor or a specialised enterprise takes on employees for the provision of such works.
3. Disputes as to whether circumvention is involved must be dealt with according to the [procedure for the settlement of industrial disputes](#).
4. When assessing whether the stipulations of the Collective Agreement are being circumvented, a usual guideline is

- whether the independent enterprise
- exercises managerial authority when performing work
 - is responsible for the quality of work
 - is financially liable
 - bears the financial risk of the work.

Art 81 Employment code

The parties to the collective agreement have agreed that it should be voluntary for staff to enter agreements with the enterprise concerning the purchase of services in connection with the employment contract, and that it would contravene the collective agreement to make an employment contract conditional on employees entering such an agreement.

Art 82 Construction in winter

General

Protective winter measures will be implemented on the following basis so that employees can make full use of working hours for productive activities between 1 October and 30 April:

- Executive Order no. 477 of 11 May 2011 on construction and civil engineering work in the period from 1 November to 31 March
- Executive Order no. 1516 of 16 December 2010 on Building and Construction pursuant to section 11(2) (covers) and section 12(1) (stationary work sites) of the Danish Working Environment Act.

- In the case of minor construction projects lasting more than three working days and being carried out over the period 1 October to 30 April, corresponding protective winter measures will be taken unless doing so will be obviously unreasonable or inappropriate.

When protective winter measures are implemented, there is a differentiation between:

- a. Seasonal and weather-related protective winter measures (non-collectively agreed protective winter measures).
 - Weather-related protective winter measures must be implemented on the basis of the instructions for the project which generally have to be prepared by the developer.
 - Seasonal protective winter measures must be implemented on the basis of the contractor's instructions.

When it is clear - or ought to be clear - from the project description / site plan that protective winter measures will be implemented, employees must be willing, for a fee, to implement, maintain and, where necessary, remove both the specified measures and other seasonal protective winter measures; see the list of seasonal and weather-related protective winter measures as stated in section 2 of the guide on the winter order, as well as section 11(2) of the Executive Order on Building and Construction, as per the enterprise's instructions. Employees' obligations also relate to seasonal and weather-related protective winter measures and which are not clear from the project description / site plan because the work is being carried out in accordance with the trial scheme in section 4 of the Executive Order on Protective Winter Measures.

- b. The enterprise will supply the necessary materials and equipment for implementation of the specified protective winter measures.

Collectively agreed protective winter measures are measures which have been agreed between the respective parties to the collective agreement. These protective winter measures will constitute the measures specified for the individual specialist fields unless:

1. The requirements - included in the project description/construction site plan for the work in question - for measures for winter construction render the following measures superfluous, or
2. It is confirmed that conditions over which the enterprise has no control make it impossible to implement one or more of the measures, or
3. There is agreement between the enterprise and the employees employed for the work in question that one or more of the measures can be dispensed with in the present case, as long as any such agreement does not contravene the developer's instruction relating to responsibility for execution of the measures.

Where work operations are being performed on the same site for a long time, see section 14(1) of the Executive Order on Building and Construction, measures will be established at the instigation of the enterprise in order to protect against the weather, such as the erecting of a suitable tent or weather roof or transfer of the work to a building or shed as far as possible, given access to daylight, unless this would be obviously unreasonable or inappropriate. The employer will set up artificial lights in separate work areas where this is necessary for proper execution of the work. The enterprise will ensure

that it protects its own water supply against the consequences of frost where necessary for execution of the work. Employees are obliged to work as responsibly as possible with protective materials, equipment and lighting.

Bricklayer work

1. The enterprise will supply dry bricks and ensure that these are stored dry.
2. On scaffolding, bricks and masonry will be covered up every day when work is finished in order to protect them from rain and snow. It is incumbent upon the enterprise to ensure that the materials needed for this are supplied to the site. Application and removal of the covers to masonry are incumbent upon each and every employee, while the employer ensures that covers are applied to and removed from bricks.
3. The enterprise will supply frost-free (usable) mortar and ensure that it remains so.
4. Employees are obliged to scrape down the tubs, tip water on them or cover them with winter mats or other material when this is supplied to the site. In addition, employees must brush (clean) the surface of the masonry to remove any snow before bricklaying continues.
5. When working outdoors, materials for partitions, tarpaulins or similar will be supplied in order to protect employees from the wind. It is incumbent upon employees to put up, move and take down these partitions.
6. However, it is possible to deviate from the provisions in this section in instances in which conditions dictate that implementation of these provisions would be deemed unreasonable.

Bricklayers' labourer work

7. Bricks which are normally supplied on pallets are best placed on a stable, even surface of boards, concrete or similar, raised above the terrain on site.
8. Stacks of stone will be covered so as essentially to protect them from snow and rain.
9. Mortar must be protected from frost.
10. The necessary daily jobs of mixing anti-freeze into mortar and concrete and applying and removing covers (but not for masonry) are incumbent upon employees and are included in the prices. See the pay schedule with regard to applying and removing covers.

Industrial disputes procedure

Any disputes relating to the collectively agreed protective winter measures (B), plus all issues relating to payment (A+B), will be handled in the usual way in accordance with the procedure for the settlement of industrial disputes. The scope of protective winter measures (A) cannot be dealt with by the disputes procedure.

See also the table on seasonal and weather-related protective winter measures from the guide from EBST concerning a new Executive Order on Protective Winter Measures, [Annex 4](#).

Art 83 Term of the collective agreement
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The present agreement will enter into force from 1 March 2017 and shall apply between the parties to the collective agreement until it is terminated in writing according to the rules applying from time to time on 1 March, but on 1 March 2020 at the earliest.

Copenhagen, 7 March 2017

Fagligt Fælles Forbund

Dansk Byggeri

SECTION 2 – TRAINEES

Art 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.

When trainees attend vocational school, the working hours/rules of attendance of the school apply.

Floating holidays

2. The five floating holidays to which trainees are entitled are paid when taken, at the rate of the agreed trainee pay.

The timing of the floating holidays is determined according to the rules of the Danish Holidays with Pay 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.

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.

Trainees receive compensation for floating holidays not taken.

Art 2 Period of training

See the executive order on training for the trade concerned.

Art 3 Pay

1. From the beginning of the payment period which includes 1 March 2012 and 1 March 2013, respectively, the usual hourly pay for trainees is as follows:

	1.3.2017	1.3.2018	1.3.2019
1st pay scale	DKK 70.60	DKK 71.80	DKK 73.00
2nd pay scale	DKK 85.80	DKK 87.25	DKK 88.75
3rd pay scale	DKK 96.10	DKK 97.75	DKK 99.40
4th pay scale	DKK 113.25	DKK 115.15	DKK 117.15

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

2. 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 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, respectively 1 August 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.

Art 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' Training Contribution 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.

Art 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.

Art 6 Pay and employment conditions
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Payment of wages

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 in the trade concerned 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.

Periods in school

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

Appearance before a draft board

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

Health scheme

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

Art 7 Pensions

Trainees will be covered by the pension scheme when they attain the age of 20 and have accrued six months of paid employment.

Art 8 Insurance benefits to trainees

1. Trainees/apprentices 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 benefit.....	DKK 100,000

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.

Art 9 Workwear

1. In each year of training, trainees undergoing training are entitled to receive two sets of workwear provided by the enterprise – the first time after the end of the probationary period.
2. The workwear must be of usual and good quality.

Art 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.

Art 11 Tools

1. At the start of the training programme, the school will provide tools to trainees in the bricklaying trade according to the tool list determined by the Joint Technical Committee for the Bricklaying Trade.
2. The enterprise pays for and maintains the tools.
3. If a trainee changes place of training (training agreement), the obligation to provide tools lies with the enterprise having the concluded the training agreement.

Art 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.

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 Danish Agency for Labour Market and Recruitment (*Styrelsen for Arbejdsmarked og Rekruttering*).

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 for example stays the night in the residence hall.

The expenses of a trainee's accommodation in a residence hall may be reimbursed to the enterprise 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 in 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 System (Arbejdsgivernes Uddannelsesbidrag – 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

When documentation has been received, the above travel allowance is paid in arrears on the usual pay days.

12. 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.
13. 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.

Art 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.

Art 14 Dirt allowance and wet work allowance

Dirt allowance and wet work allowance are granted according to the same rules as those applying to journeymen/adult employees.

Art 15 Holiday provisions

Holiday allowance during the period of training

1. Holiday with pay is granted during the period of training.
2. Trainees are entitled to 30 days' holiday (six-day week) within a holiday year.
3. As a supplement to the holiday pay a holiday benefit of 1% of the pay earned in the service of the employer/enterprise concerned in the previous holiday qualifying year.

Example:

Traineeships commenced in the period from 1 January to 30 June 2017.

The trainee is entitled to 25 days' holiday (five-day week) in the holiday year 1 May 2017 – 30 April 2018.

Traineeships commenced in the period from 1 July to 31 December 2017.

The trainee is not entitled to main holiday with pay until in the holiday year 1 May 2018 – 30 April 2019, and then with a holiday benefit of 1% of the holiday qualifying pay earned in 2017.

If, on the other hand, the employer/enterprise is closed for holidays in the period from 1 October 2017 to 1 May 2018, the trainee is paid for the holidays, for which he has not accrued holiday allowance, but not for more than one week.

Especially about holiday allowance in connection with resignation.

In the event of resignation or at the end of the traineeship period, holiday allowance is granted at a rate of 12½% of the holiday qualifying pay (wages paid to the trainee excluding pay during holidays and excluding any holiday benefit paid) for the current holiday qualifying year as well as for the part of previous holiday qualifying years, for which the trainee has not yet taken holidays at the time of his resignation.

Example:

If the trainee has qualified for five weeks' holiday, of which three weeks have been taken before resignation, the trainee is entitled to a holiday allowance for this holiday qualifying year corresponding to 2/5 of 12½% of the holiday qualifying pay in the holiday qualifying year. If the trainee received the holiday benefit (1%) when the trainee took his holidays, the holiday allowance payable corresponds to 2/5 of 11½%. (12½% less 1%).

Holiday guarantee scheme

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

Holiday pay on piecework surplus

5. 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 surplus are allotted to the trainees.

Art 16 Special provisions

Vocational school

1. The following applies to trainees:
 - Enterprises pay for training programme deposits.
 - Enterprises pay the fees for equipment etc.

Test for completed traineeship

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

Art 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](#).

Art 18 Commencement and termination

The present agreement will enter into force as from the pay period which includes 1 March 2017 and applies between the parties to the collective agreement until it is terminated in writing according to the rules in force from time to time to expire on 1 March, but on 1 March 2020 at the earliest.

Copenhagen, 7 March 2017

United Federation of
Danish Workers

Danish Construction
Association

SECTION 3 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 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 ration 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 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 paras. 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 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

Protocol on training in the bricklaying trade

The object of the training of bricklayers and bricklayers' assistants in the bricklaying trade is to train the trainees to be able to perform their duties and tasks in the enterprises.

Insofar as the Joint Technical Committee is agreed that it is expedient to incorporate labour market courses, certificates, etc. in the training for trainee bricklayers and bricklayers' labourers, such incorporation may be effected in the training programme.

Copenhagen, 28 February 2007

Protocol on agreements for piecework and for subsequent use of the simplified wage schedule

The parties agree that:

The organisations will prepare examples and templates of agreements for piecework; see Chapter 8 performance pay.

The draft agreements concern the scope of piecework, special piecework contracts, piecework agreements, piecework accounts etc., which the parties can recommend to ensure that the contractual basis for a piecework job is performed under as good and clear guidelines as possible as well as to avoid any disputes.

The work is started as specifically agreed by the organisations.

Copenhagen, 7 March 2017

Protocol on subjects to be discussed in Article 34 committees

The parties agree that in the term of the collective agreement, negotiations are opened in the respective Article 34 committees on the following matters in relation to the price lists:

Bricklayer work

- Brickwork support brackets
- Damp proofing of masonry at openings (glue on both sides of cardboard)
- Fixing of cardboard on back wall (terminal strip)
- Building in of K-shaped wedges
- Levelling wedges for tiles
- Basic prices for masonry at 1 metre lift
- Lime and cement supplement for the use of functional mortars in the wage schedule for the Capital
- Ridge closers/hips
- Thickness supplement in connection with the handling of insulation materials in the Capital
- Inconvenience allowance for headers without protection caps
- Cutting of Knauf insulation
- Cutting of Thermisol Tital Slimline
- Cutting of bricks at brackets
- Kolumba bricks
- Erection of rock cladding
- Reinforcement mortar and installation of insulation
- Large-scale tiles
- Inconvenience allowance for masonry on scaffolding erected in advance.

Bricklayers' labourers:

- Stair towers
- Elevator operator
- Trolleys
- Transport of scaffolding – including metre lift
- Dismantling of scaffolding – including metre lift
- Cleaning of screw conveyor for delivery of dry mortar product
- Filling of silo
- Blocking up of pallets of bricks
- Transport of brackets for masonry
- Removal of mixing tub stand
- Assistance in connection with bricklayer work from platforms, work lifts, etc.
- Changing and adaptation of scaffolding erected in advance
- Motorised technical aids and materials

Copenhagen, 7 March 2017

Protocol on simplified use of the wage schedules

The parties agree to continue the committee work on establishing a procedure for simplified use of the wage schedules.

The committee will be staffed by at least two persons from each wage schedule area.

There is agreement that the simplified use of the wage schedules must be cost-neutral as compared with the existing price level.

The purpose of the simplified use of the wage schedules is to promote the prevalence of piecework.

The committee work takes as its point of departure the wage schedule for journeymen bricklayers in the regional districts as well as the wage schedule for bricklayers' assistants, and this will apply to both areas.

The parties will seek to finance the committee work through Article 62 of the collective agreement - training scheme.

The parties agree that before development work is initiated, the following points must have been considered:

- Select an agreed number of enterprises and journeymen/labourers in the regional districts to test the simplified wage schedule when the individual sections are available.
- Agree on the introduction of a general evaluation period.
- Agree on provisions as to when the current wages schedules should be used and when the simplified wage schedules should be used.

The work will be started as specifically agreed by the organisations.

Copenhagen, 7 March 2017

Protocol on pre-trainees

The parties agree that in the coming term of the collective agreement, negotiations will be initiated on a possible pre-trainee scheme in the bricklaying trade.

The aim of the negotiations is to ensure that more trainees are offered ordinary traineeships and in this connection that more traineeships are established.

Copenhagen, 7 March 2017

Protocol on the reprinting of wage schedules

The parties agree that they will seek to reprint:

- Wage schedule for Bricklayer Work in the Regional Districts
- Wage schedule for Bricklayer Work in Copenhagen and North Zealand, zones 1 and 2
- Wage schedule for the Work of Bricklayers' Labourers

with effect from 1 March 2018.

It is further agreed that in this connection prices will be zeroed.

Copenhagen, 7 March 2017

Protocol on training in the bricklaying trade

The Parties agree as follows:

The object of the training of bricklayers and bricklayers' labourers in the bricklaying trade is to train the trainees to be able to perform their duties and tasks in the enterprises.

Insofar as the Joint Technical Committee is agreed that it is expedient to incorporate labour market courses, certificates, etc. in the training for trainee bricklayers and bricklayers' labourers, such incorporation may be effected in the training programme.

Copenhagen, 7 March 2017

SECTION 4 – 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 authority 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 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 (non-permanent workplaces)
 The employee is employed at: a permanent workplace . State
 address: _____
 Employed as: Semi-skilled worker Bricklayer Hodman
 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.

The employee has received an employee handbook: Yes _____ No _____

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 brickwork (*Fagligt Fælles Forbund – 3F*)

The Building, Earth and Environmental Workers Union (*Bygge-, Jord-, og Miljøarbejdernes Fagforening – BJMF*)

Danish Metal Workers' Union (*Dansk Metal*)

Painters' Union in Denmark (*Malerforbundet i Danmark*)

Danish Union of Electricians (*Dansk EI-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 this contract.

According to the collective agreement concluded between the Danish Construction Association and the Painters' Union in Denmark, employment is exclusively at piece-rate pay.

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 3

Basis of agreement

on the bricklayers' labourer training programme

The parties agree that the 18-month long bricklayers' labourer training programme will be implemented according to the guidelines agreed between the Danish Construction Association (*Dansk Byggeri*) and the United Federation of Danish Workers (*Fagligt Fælles Forbund*). Labour market courses (*Arbejdsmarkedsuddannelser - AMU*) of a total duration of 13 weeks are included in the training programme.

The organisations undertake to:

- attend to the necessary administration of the scheme, including setting up the joint training committee mentioned in the basis of agreement
- take care that the training programme makes allowance for the demands that may be placed on qualified bricklayers' labourers
- help extend the knowledge of the training programme among their own members as well as the public
- ensure that, according to agreement between the enterprise and the employee, an interview is held after six months' employment, in which the parties discuss the possibility of starting in the bricklayers' labourer training programme.

Expenses connected with joint initiatives to accomplish the above tasks will be divided between the Danish Construction Association and the United Federation of Danish Workers in two equal shares.

Object

The object of the training programme is to enhance the skills level of unemployed and employed people having an interest in the bricklaying trade to enable them to work as bricklayers' labourers in a gang of bricklayers and to undertake any bricklaying task.

Participants will be qualified:

- Independently to assist bricklayers with any bricklaying task
- Independently to receive and manage the supply of materials to the construction site
- To make and mix materials to be used for tasks
- To obtain a certificate to erect and dismantle scaffolding
- To obtain a certificate to drive a telescope loader with crane function
- To obtain a certificate to work with cold asphalt and bitumen
- To obtain knowledge of moisture control measures in wet rooms
- To obtain knowledge of protective winter measures
- To obtain knowledge of drawing material
- To obtain knowledge of computers at user level
- To obtain knowledge of usual and new materials used on the construction site
- To obtain knowledge of general safety conditions and health and safety measures on the construction site
- To obtain knowledge of fire precautions when using spark-producing tools
- To handle building waste.

Contents of the training programme

The training programme lasts 18 months in total and consists of a practical and a theoretical part.

The training programme includes 13 weeks' instruction at an AMU centre/vocational school. The trainee has a right and a duty to participate in this instruction and must be able to provide a certificate for each of the courses that form part of the programme before a training certificate can be issued.

The trainee periods are undertaken by the enterprise with which the trainee has concluded a contract. The enterprise takes care that in the trainee period, the trainee gets comprehensive insight into the performance of the work. It will be expedient that the trainee works together with an experienced or skilled bricklayers' labourer.

Admission requirements

All applicants who are 18 years of age can gain admission to the training programme. Further, it is a condition for enrolling in the training programme that the applicant has concluded a training agreement with an enterprise.

Approval of the agreement

To be valid, the training programme must be approved by the Joint Technical Committee for the Bricklaying, Stone Mason and Plasterer Trades.

Credits

Bricklayers' labourers who can provide evidence of completed courses will be credited for such courses.

Credits are given following application to the Joint Technical Committee for the Bricklaying, Stone Mason and Plasterer Trades.

Probationary period

The first three months are considered a mutual probationary period, during which either party may terminate the agreement by giving one week's notice.

It is possible to terminate the training agreement later than the agreed probationary period of three months if it proves impossible to attract a full class of students in the local vocational school. First, however, the employee must be offered to complete/start the training programme at one of the other vocational schools offering the training programme.

Termination of agreement

A contract is concluded between the trainee and the enterprise for a period of 18 months, during which time the trainee is employed in the enterprise.

The maximum period for which the trainee may be temporarily laid off is six weeks during the entire training programme.

In the event that a trainee is on long-term temporary layoff because of weather conditions, the total training period may be extended correspondingly, unless the parties agree to end the relationship at the usual expiry of the training period. However, the period in school must have been completed.

The employment relationship is not considered to have been interrupted during the trainee's participation in the training programme at the AMU centre/vocational school.

After the end of the probationary period, the agreement may only be terminated after the Joint Technical Committee for the Bricklaying, Stone Mason and Plasterer Trades has considered and tried to solve the disputes.

In the event of mutual agreement, the contract may be terminated according to agreement between the parties and will not have to be considered by the Committee.

Under special circumstances, the trainee may be transferred to another enterprise in consultation with the training committee.

Working hours, pay, holidays, sickness, etc.

The training relationship is covered by the collective agreement in force from time to time between the United Federation of Danish Workers and the Danish Construction Association.

Wages during the entire contract period including during periods in school are paid through the enterprise.

During periods in school the enterprise receives reimbursement for adult and continuing education (VEU reimbursement) pursuant to the Danish Act on Labour Market Education (*Lov om Arbejdsmarkedsuddannelser*).

Holidays may not be taken during periods in school.

Travelling expenses

Costs for the trainee in connection with transport and lodging when the trainee participates in courses in an AMU centre/vocational school follow the rules for support to participants in labour market education.

Training certificate

After the end of the trainee period, the Joint Technical Committee for the Bricklaying, Stone Mason and Plasterer Trades issues a training certificate. The certificate contains a description of the areas of work in which the trainee has been engaged as well as information about courses completed.

After the end of the training programme, members of the United Federation of Danish Workers receive a belt carrying the logo of the bricklayers' labourer's training programme on the buckle.

Dispute resolution

Any disputes concerning the contents and interpretation of this agreement may be brought before the organisations and may be taken to the Joint Technical Committee for the Bricklaying, Stone Mason and Plasterer Trades. Disputes concerning matters regulated by the collective agreement will, however, be considered according to the procedure for the settlement of industrial disputes between the United Federation of Danish Workers and the Danish Construction Association.

The bricklayers' labourer training programme has been established by the Joint Technical Committee for the Bricklaying, Stone Mason and Plasterer Trades and is represented by a joint committee.

Joint Technical Committee for the Bricklaying,
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The preceding basis of agreement was prepared by the United Federation of Danish Workers and the Danish Construction Association and applies to trainees and enterprises on conclusion and completion of the bricklayers' labourer training programme.

Copenhagen, 13 October 2008

Danish Construction
Association

Building, Earth
and Environmental
Workers' Union

United Federation
of Danish Workers

Annex 4

Table of seasonal and weather-related measures

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 on access roads and work locations, including on scaffolding and work platforms		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	

2017

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