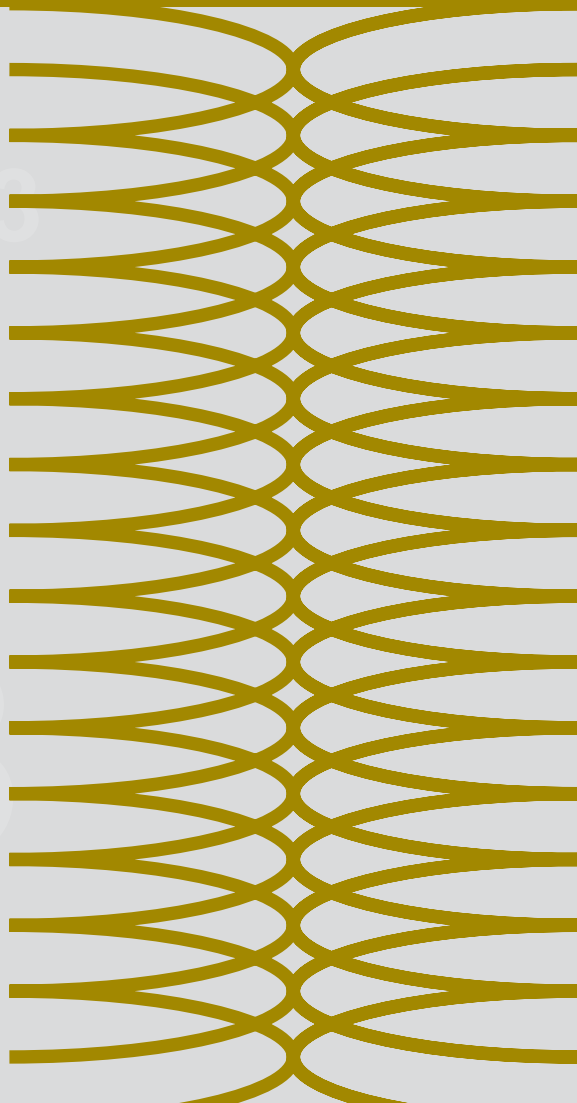




# THE COLLECTIVE AGREEMENT FOR FLOOR WORKERS 2023

BETWEEN:

DI COLLECTIVE AGREEMENT III (DIO III) AND FAGLIGT FÆLLES FORBUND - 3F  
(THE UNITED FEDERATION OF DANISH WORKERS)



2023

2023

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# Chapter 1

## Scope and definitions

### Art. 1 Scope of the collective agreement

#### Scope

1. The collective agreement applies nationwide but with the exemption clauses mentioned in individual articles.

#### Trades covered

2. The collective agreement covers work that is subject to the schedule of wage to the collective agreement for floor workers as well as joint-less floors, floor grinding and surface treatment of floors.

### Art. 2 Newly admitted enterprises

The following applies to enterprises that join DIO III:

#### New members of DIO III

1. Enterprises that have previously been covered by other collective agreements and are admitted as members of DIO III become subject to the DIO III's collective agreements three months after the trade union has been informed of an enterprise's membership of DIO III.

In this connection, adaptation negotiations are opened according to general industrial practice in order to adapt local agreements in conjunction with the transition to a new collective agreement.

#### New members covered by accession agreement

2. Accession agreements applying in enterprises joining DIO III as members apply for up to three months after the trade union was notified in writing about the enterprise's admission to DIO III. Subsequently, DIO III's collective agreement in the area concerned will apply.

When withdrawing from DIO III, the accession agreement is re-activated unless the enterprise becomes subject to another collective

agreement through membership of a Danish Employers' Confederation (Dansk Arbejdsgiverforening) organisation.

### **New members of DIO III's Floor Section**

3. New members of DIO III carrying out mainly flooring work are covered by the Collective Agreement for Floor Workers and new members of DIO III that carry out flooring work but where flooring work is not the enterprise's main area of employment are covered by the Building Agreement between DIO III and the United Federation of Danish Workers.

### **Adaptation negotiations**

4. When the trade union learns that an enterprise has become subject to a collective agreement under DIO III, the trade union may request that an organisation meeting be held, cf. [Article 66, sub-clause 18](#).

The purpose of the organisation meeting is to explore the possibilities of how the employees can be accommodated by the existing collective agreement in order to comply with its provisions and to allow the parties to the collective agreement to acquaint themselves with the existing terms of pay and employment for the employees.

During the adaptation negotiations, existing terms of pay and employment shall be documented.

## **Art. 3 Mutual obligations**

### **Obligations**

1. The members of the association shall not be obliged to work on terms of pay less than those contained in this Agreement in enterprises which themselves execute or have floor work executed and are not members of DIO III.

### **Qualifications**

2. The employee shall execute as much work, and as well as, his/her skills and training and education permit. If an employee starts a job but has to give it up or does it so badly that it has to be discarded, the enterprise does not have to pay the employee for the time spent.

## **Quality assurance**

3. For work where quality assurance is to be performed, the employee shall, in accordance with the enterprise's instructions, strictly follow the quality assurance requirements, including, among other things, careful completion of quality assurance forms, etc.

Agreements may be made regarding specific quality assurance control tasks. Payment for quality assurance work shall be agreed before the start of the work.

## **Wet room work**

4. For wet room work carried out in accordance with Floor Industry's Wet Rooms' Inspection (Gulvbranchens Vådrukskontrol, GVK), employees are obliged to follow the inspection provision's instructions and the enterprise's instructions.

The employee is required to perform final inspection of wet room work, including completing final inspection schedules.

When the employee takes charge of the final inspection, the employee shall receive payment for this. The price of the work must be agreed to prior to starting the wet room job.

Upon handover of a wet room job to the employee, the employee is required to present his/her welding certificate.

<b>Art. 4 Circumvention of the collective agreement</b>
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1. The parties agree that if self-employed business enterprises carry out a specific job in an employee-like employment relationship (false self-employment), it can be considered a circumvention of the collective agreement.
2. However, it will not be regarded as a circumvention of the collective agreement if two or more enterprises enter into an agreement for the provision of specified works on the principles of actual cooperation between independent enterprises or if a subcontractor or a specialised enterprise takes on employees for the provision of such works.
3. Disagreements as to whether a particular situation constitutes a circumvention of the collective agreement may be handled in accordance with the industrial disputes procedure.

4. When assessing whether there is a circumvention of the provisions of the collective agreement, the guideline is whether the self-employed person:
  - exercises the managerial prerogative when carrying out the work
  - is liable for the quality of the works
  - has liability for the financing
  - bears the financial risk of the job

#### **Art. 5 Temporary work**

#### **Where the temporary work agency is a member of DIO III**

1. DIO III accepts enterprises that are temporary work agencies as members.
2. The hiring of temporary workers in areas under DIO III's collective agreement is covered by applicable collective agreements between the parties. This also includes the local agreements and customs which exist for the work function.

#### **The temporary work agency is not a member of DIO III**

3. The parties agree that collective agreements between the organisations concerned are applicable to all works which are covered by the scope of their provisions.

All work at a member enterprise performed within the occupational scope of the collective agreements is covered by the collective agreements if performed by an employee or other person who is subject to the managerial authority of the member enterprise, for example, a temporary worker as opposed to a worker sent out by a subcontractor and subject to the subcontractor's managerial authority.

4. DIO III acknowledges that the provisions of the relevant collective agreement apply to the workers sent to the member enterprise by a temporary work agency to perform work within the industrial scope of the collective agreement during the whole period in which such temporary agency work is performed.

However, this does not apply if the temporary worker is sent out from a temporary work agency that is covered by a collective agreement that applies to the work concerned through its membership of another

organisation under the umbrella of the Danish Employers' Confederation.

In its contract with the temporary work agency, the member enterprise shall ensure the agency has the necessary knowledge of the current collective agreement and other applicable agreements.

5. A temporary worker carrying out work for a temporary work agency at a member enterprise cannot be covered by the pension rules of PensionDanmark if the agency is a member of another member organisation under the umbrella of the Danish Employers' Confederation and thereby covered by a pension scheme according to a collective agreement.

**Other matters:**

6. Each temporary worker who performs work within the professional scope of application of a collective agreement accrues the length of service in accordance with the relevant provisions of such collective agreement.
7. The parties to the collective agreement agree that it is natural that temporary workers are members of the same trade union organisation as the enterprise's own employees who perform the same type of work.

The United Federation of Danish Workers (3F) declares that it is not expedient for temporary workers who are organised in a union under the umbrella of the Danish Confederation of Trade Unions to switch union in connection with temporary jobs of short duration.

## Chapter 2

### Meeting with the social partners and joint information meeting

<b>Art. 6 Information meeting</b>
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1. The organisations wish to ensure that the Danish model functions as well as possible at the Danish building sites and that all parties get off to a good start. If the organisations agree that there is a need for it, the contractor must participate in a joint meeting with the social partners at the management level. At the meeting, the contractor will be able to describe their organisation, and the social partners will have an opportunity to explain the Danish model and meet the enterprise.
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 of the parties.
5. Furthermore, at the commencement of major construction and civil engineering projects, the organisations agree to offer joint introduction meetings for the enterprises and employees for the purpose of giving the local parties in the individual building site an introduction to current pay and working conditions.

## Chapter 3

### Employment relationship

#### Art. 7 Contract of employment

1. Reference is made to the Danish Act on the Obligation of Employers to Inform Employees of the Conditions Applicable to the Employment Relationship (the Contract of Employment Act) in force at any time.
2. As of the date on which Danish legislation implementing the EU directive on transparent and predictable working conditions in the European Union enters into force, the reference to the Danish Act on the Obligation of Employers to Inform Employees of the Conditions Applicable to the Employment Relationship (the Contract of Employment Act) will be amended so that reference is made to the coming implementing act from that date as concerns the employer's obligation to provide information.
3. In accordance with Article 1, sub-clause 3 of the Contract of Employment Act, the parties have agreed on the following derogations from the Act.
4. If the employee has not received the contract of employment in a timely manner or if the contract of employment is deficient, the enterprise may be ordered to pay penalty/compensation, unless the deficiency is excusable and has had no actual impact on the employment relationship.
5. Any violation must be reported to the enterprise.
6. If the matter complained of is not rectified within fifteen (15) working days, a written complaint shall then immediately be raised in writing with DIO III, specifying the exact nature of the deficiencies. If deficiencies in the contract of employment are subsequently corrected, or the missing employment certificate is provided within 15 working days of receipt of the claim in DIO III, the enterprise will not be ordered to pay a fine/compensation unless there is a systematic breach of the provision concerning the contract of employment.
7. In any case, the employee must be provided with the above mentioned information about the employment relationship no later than 15 days after the claim is made. If this does not happen, the enterprise may be ordered to pay a fine/compensation.

8. This derogation from the Contract of Employment Act (nachfrist) mentioned above continues to apply after the implementation of the Working Conditions Directive into Danish law, and from the date on which the Danish legislation implementing the Working Conditions Directive enters into force, the reference to Article 1, sub-clause 3 of the Contract of Employment Act will be amended to the corresponding provision in the upcoming implementing legislation.
9. Matters relating to whether the enterprise has complied with its duty of disclosure must be brought in accordance with the applicable labour law provisions.

#### **Art. 8 Conditions similar to those of salaried employees**

1. The organisations recommend that enterprises wishing to introduce employment conditions similar to those enjoyed by salaried employees do so in accordance with the following guidelines:
2. The question of introduction or abolition of agreements regarding employment conditions similar to those enjoyed by salaried employees may be dealt with under the Industrial Disputes Procedure, but may not be referred to arbitration.
3. Agreements for appointment on conditions similar to those enjoyed by salaried employees are only valid if they are in writing.
4. The organisations concerned have jointly prepared a form to be used for conclusion of contracts of employment on conditions similar to those enjoyed by salaried employees. [See Annex 4.](#)  
The employment form may subsequently be required to be submitted to the respective organisations.
5. Where employment terms have not been specified in this article, the provisions of the collective agreement apply.

#### **Pay assessment**

6. The pay must reflect the individual employee's qualifications, responsibility, efforts and proficiency.  
The agreement does not prevent the employee from participating in piecework or bonus schemes.



The pay of the individual employee employed on conditions similar to those enjoyed by salaried employees shall be reviewed once a year and adjusted if deemed appropriate. The time of adjustment may be the same as for white-collar workers, salaried employees employed at the enterprise.

A disagreement regarding pay level or wage adjustment may be settled by the Industrial Disputes Procedure, but cannot be referred to the Court of Arbitration unless the dispute concerns pay disparity.

### **Length of service**

7. The length of service for employees employed on conditions similar to those enjoyed by salaried employees shall be calculated from the time of conclusion of the individual agreement, always provided that any period of notice obtained in connection with previous appointment to the enterprise is added to the length of service.

### **Termination of employment**

8. In the event of termination of employment, the length of the period of notice for both parties shall be calculated according to the provisions of the Danish Salaried Employees Act (Funktionærloven).

Notice of termination shall be given with effect from the end of a month.

The parties agree that the length of the periods of notice cannot be shorter than those provided for in the collective agreement at the time of transition to appointment on conditions similar to those enjoyed by salaried employees.

It may be agreed in the individual contract that the employee may be given one month's notice to retire on the last day of a month if the person concerned has received pay during sickness for a total of 120 days over a period of 12 months.

The termination is only considered valid if it takes place immediately after the expiry of the 120 days of sick day leave and while the employee is still sick, however, the validity of the termination is not influenced by the fact that the employee has returned to work after the notice of termination has been given.

## **Working hours**

9. Working hours, including any overtime, as well as payment for such hours, for employees employed on conditions similar to those enjoyed by salaried employees are established pursuant to the provisions of the collective agreement.

## **Education and training**

10. The organisations agree that technical and societal developments necessitate ongoing continuing education and training. The organisations therefore recommend that enterprises give employees the necessary time off for such education and training.

The enterprise pays travel expenses, course fees and pay in connection with participation in courses at the enterprise's instigation. Any cover for loss of pay accrues to the enterprise.

## **Holidays**

11. For appointment on conditions similar to those enjoyed by white-collar workers/salaried employees, holidays are with pay and holiday allowance or with holiday allowance, cf. Article 16 of the Holiday Act. Holiday allowances paid to employees with holiday pay may be paid before the holiday is taken. In this case, the amount of the advance may be set off upon resignation in so far as the holiday allowance has been paid for holidays not taken. Transferred holiday due to hindrances to the holiday, cf. [Article 46 sub-clause 5](#) of the collective agreement, may be notified by the enterprise to be taken during the notice period.

## **Pension on holiday allowance**

12. Holiday allowance is included in the basis for the calculation of pension contributions

## **Public holidays and floating holidays**

13. Employees employed on conditions similar to those enjoyed by salaried employees receive full pay on public holidays, floating holidays, Constitution Day and May Day (1 May).

## **Compensation**

14. If employees employed on conditions similar to those enjoyed by salaried employees do not take their floating holidays before expiry of the calendar year, they may within 3 weeks claim compensation

equal to one day's pay per unused floating holiday. The compensation must be paid to the employee in connection with the first coming payment of wages.

### **Special wage accrual scheme**

15. A special wage accrual scheme is set up for persons employed on conditions similar to those enjoyed by salaried employees. The enterprise shall pay the following percentage of the holiday qualifying pay

as of 1 March 2022 ..... 7.0%

as of 1 March 2024 ..... 8.8%

Holiday pay (12.5%) is calculated on the amount.

### **Payment**

16. The amount is paid to the employee together with wages for December unless the employee has requested, prior to 1 December, that the amount be transferred to the employee's pension account.

Upon resignation, the balance is paid to the employee together with the final wages.

### **Sickness**

17. The enterprise shall pay full salary in the event of sickness or injury to employees appointed on conditions similar to those enjoyed by salaried employees.

### **Pay period and payment of wages**

18. For appointment on conditions similar to those enjoyed by white collar workers/salaried employees, the monthly salary shall be paid on the same dates as apply to the enterprise's white-collar workers/salaried employees.

Wages may be paid by the enterprise into the employees' bank, savings bank or giro account.

### **Settlement of industrial disputes**

19. Any disagreements concerning the interpretation of the individual agreements or these guidelines shall be settled according to the procedure for the settlement of industrial disputes set out in the collective agreement.

If the enterprise wishes to be released from a contract with an individual employee for appointment on conditions similar to those

enjoyed by salaried employees, or if the individual employee wishes to be released from such a contract, this may take place subject to the period of notice applicable to the person concerned according to this agreement.

After the expiry of the above-mentioned periods of notice, the employee is only considered to be comprised by the collective agreement covering the work concerned.

### **Art. 9 Insurance**

The enterprise is obliged to have the employee insured against industrial injuries in accordance with the law.

### **Art. 10 Pilot schemes**

1. Subject to the approval of the organisations, pilot schemes may be agreed locally that involve departing from the provisions of the collective agreement. Examples of such local agreements are supplementing and circumventing the provisions on working hours of the collective agreement, the introduction of alternative forms of cooperation, job rotation, establishment of multi-gangs and joint forms of pay between different trade groups.
2. In case of pilot schemes involving prolonged working hours, it may be agreed that pension contributions and special wage accrual scheme for working hours in excess of 37 hours per week should be converted into a supplement to the individual employee's wages.
3. Pilot schemes may include changes in the organisation of work in relation to the present fields of activity.

## Chapter 4 Working hours

### Art. 11 Working hours

#### Length and division of working hours

1. The normal number of effective weekly working hours is 37 hours, distributed over the week's first five days, such that no day is longer than 8 hours, placed between 6:00 am and 6:00 pm.

#### Four-day working week

2. Local agreement may be made for a four-day working week where the weekly working hours are spread over four of the first five days of the week (Monday to Friday). Such an agreement may not cause the number of normal working hours to exceed ten effective hours per day.

A premium on the hourly wage is payable for overtime on the day of the first five days of the week which is not part of a four-day week pursuant to [Article 20, sub-clauses 2 and 3](#).

#### Four-day week for work requiring employees to be away from their homes overnight

3. For travel work where overnight accommodation is required, it may be agreed locally to distribute the working hours on the first 4 working days of the week.

### Art. 12 Staggered normal working hours

Normal working hours may be agreed within the time period between 6:00 am and 6:00 pm at 1 x 24 hours' notice and shall be fixed for a specified period for a particular task.

### **Art. 13 Variable weekly working hours**

1. Subject to local written agreement, daily or weekly working hours may be increased or reduced, so that average normal weekly working hours over a pre-scheduled period are as specified in [Article 11](#).
2. The period cannot extend beyond 12 months, excluding holidays.
3. Such an agreement may not cause the number of normal working hours to exceed ten effective hours per day and a maximum of 50 hours per week.

### **Art. 14 46-hour working week**

1. Subject to local written agreement, normal weekly working hours may be fixed at 46 hours on the condition that excess hours relative to [Article 11](#) are taken as time off in lieu, preferably as whole days, within three months of the vesting period.
2. It is agreed that, at the same time, employees may not work overtime pursuant to [Article 17](#).
3. Lieu days must be fixed by the enterprise in consultation with the employees.

Time off in lieu of days off shall be taken before an employee leaves the enterprise.

### **Art. 15 Distribution of work**

The parties named below agree that distribution of work will be based on the following guidelines.

The agreement on the distribution of work does not apply to work which is specifically remunerated as piecework.

#### **Temporary reduction of working hours (distribution of work)**

1. Working hours may be temporarily reduced on the following terms, when it has been agreed at the local level and an application to this effect has been submitted to, and approved by, the organisations.

The application submitted shall include the date of birth and names of the employees covered by the application.

The enterprise is obliged to inform the job centre in accordance with the applicable rules (no later than one week before the arrangement enters into force).

### **Notice and scope**

2. The weekly working hours may be reduced by at least one week's notice following local agreement and the approval of the organisations.

Time off in lieu of overtime within the past 13 weeks shall have been taken before the start of the shorter working hours.

Shorter working hours cannot normally be set to last for more than 13 weeks in 12 consecutive months. Shorter working hours shall be scheduled such that at least two days a week on average are worked – preferably with whole weeks of work and whole weeks of time off. The reduced working hours must take the form of whole days.

### **Temporary layoff period**

3. Each temporary layoff period in connection with a work sharing arrangement cannot last more than two weeks.

### **Employment and release**

4. The labour force may not be increased while shorter working hours are in force. An exception to this rule is employees - or their replacements - who have resigned during the period of reduced working hours. When reduced working hours are worked, employees are not bound to provide notice of resignation. Nor can they be dismissed.

### **Changes and discontinuation**

5. A distribution of work arrangement can only be amended or discontinued with at least the same period of notice which was given on its introduction (one week).

Prior written notice of the discontinuation of an arrangement must be given to the organisations.

Changes to an arrangement must be approved by the organisations in accordance with the same rules as those applying to the introduction of the arrangement.

Discontinuation and changes to existing arrangements may be made on a departmental level regardless of whether or not the arrangement exists for the whole enterprise.

### **Urgent orders**

6. If unexpected urgent orders make it necessary to switch to full working hours, two working days' notice shall be given, and notification shall be sent immediately to the organisations.

### **Overtime work**

7. The working hours applying under an arrangement determine the normal working hours for individual employees. If an employee is assigned to work beyond the work planned for him under the arrangement, this is considered overtime and shall be remunerated as such.

### **Limitation**

8. Reduced working hours (distribution of work) may be introduced with reasonable commercial justification for one or more departments of an enterprise without this necessarily affecting the working hours etc. of other departments in the enterprise.

### **Limitation/overtime**

9. Arrangements for distribution of work in one or more departments of an enterprise do not exclude the need and duty to work overtime in other departments on specific occasions.
10. In case of shortage of work prior to establishment of an arrangement for distribution of work, the organisations recommend conducting a dialogue on alternatively using the options for education and training provided by the collective agreement.

<b>Art. 16 Days off, holiday and outings</b>
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### **1 May**

1. 1 May is a whole day off without pay.

### **Extended holiday**

2. When an employee wishes to take an extended holiday, the enterprise shall meet such a request while taking due account of the enterprise's best interests so that the employee's position is open for him/her after the end of the holiday.



## Outing

3. Similarly, the enterprise should respond to requests from a large group of an enterprise's employees for the total or partial cessation of work on a single day or part thereof for an annual outing or similar activity. Such requests must be made in good time by the employees so that the enterprise can arrange the associated days off on a day or at a time that is least inconvenient for the enterprise.

## Floating holidays

4. The employees are entitled to five floating holidays per calendar year.
5. Floating holidays are paid according to the same rules as apply to the payment for public holidays, see point 6, and are taken according to the same rules as apply to the taking of residual holiday entitlement, cf. [Article 44](#).
6. The amounts of advance payments per day for adult employees are:

1 March 2020 .....	DKK 1,300.00
1 May 2024 .....	DKK1.500.00

For young employees (however, maximum full personal pay)

1 March 2020 .....	DKK 700.00
1 May 2024 .....	DKK 800.00

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

## Chapter 5 Overtime work

### Art. 17 Rules for overtime, night work, Sunday and public holiday work

1. Employees shall be prepared to work on Sundays and public holidays and carry out overtime and night work when required by the enterprise, in so far as the individual employee is not prevented from doing so.
2. Overtime shall not be carried out in contravention of the law.
3. Night work that continues beyond the start of normal working hours the following day shall still be paid as night hours.

### Art. 18 Systematic overtime

1. If the local parties have failed to enter into an agreement on variable weekly working hours, cf. [Article 13](#), the enterprise may issue notification of systematic overtime. Systematic overtime may not exceed five hours per calendar week and one hour per day and must be scheduled 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. Unless otherwise agreed between the management of the enterprise and the shop steward, systematic overtime shall be taken as whole days off in lieu within a 12-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 resulting from systematic overtime may not be included in a notice period unless the enterprise and the employee have agreed to this.
6. The existing possibilities of notifying overtime according to the other provisions of the collective agreement will not be affected by the possibility of issuing notification of systematic overtime.

**Art. 19 Public holidays**

The following days count as public holidays: New Year’s Day, Maundy Thursday, Good Friday, Easter Monday, Whit Monday, Common Prayer Day, Ascension Day, Christmas Day, Boxing Day and Constitution Day.

**Art. 20 Overtime premiums**

**Calculation of overtime**

1. Overtime premiums cannot be calculated on weekdays until 7 work hours have been worked within the hours specified in [Article 11, sub-clause 1](#).
2. All overtime hours, including on Sundays and public holidays, are paid with an hourly premium from the beginning of the pay week that includes:
 

1 May 2023 .....	DKK 150.45
1 January 2024 .....	DKK 155.70
3. On Easter Sunday, Whitsunday, and Christmas Day, a supplement per hour shall be paid from the start of the pay week that includes:
 

.....	
1 May 2023 .....	DKK 218.25
1 January 2024 .....	DKK 225.90

## Chapter 6 Pay conditions

### Art. 21 Pay conditions

#### Minimum wage

1. Within normal working hours, the minimum hourly wage is as follows from the start of the pay week that includes:

1 May 2023 .....DKK 137.90

1 January 2024 .....DKK 142.40

A change of the hourly wage can only be negotiated once a year.

#### Young worker wages

2. Young workers may be hired in order to engender increased interest for, and access to, the floor-laying trade.

From the start of the pay week that includes 1 May 2023, the hourly wage for young workers and pre-trainees is as follows:

15 but not 16 years .....DKK 55.15

16 but not 17 years .....DKK 68.95

17 but not 18 years .....DKK 96.55

From the start of the pay week that includes 1 January 2024, the hourly wage is as follows:

15 but not 16 years .....DKK 56.95

16 but not 17 years .....DKK 71.20

17 but not 18 years .....DKK 99.70

Young workers may only be employed up to the first-coming school intake after recruitment. The date of the first school intake shall be notified to the young worker upon appointment.

### Art. 22 Housing supplement for certain staff groups

## **Housing supplement for certain staff groups (applicable as of 1 January 2024)**

1. A housing supplement is paid to employees who are not resident in Denmark at the commencement of employment or posting. This applies from the beginning of the pay week, which includes 1 January 2024:
2. The housing supplement totals DKK 25 per work hour and is payable in addition to the relevant minimum wage rate specified in [Article 21, sub-clause 1](#).
3. The housing supplement ceases to apply if the employee's hourly wage exceeds the minimum rate of pay combined with the housing supplement. For the housing supplement, the enterprise may thus offset the part of the employee's hourly wage that exceeds the minimum wage rate specified in [Article 21, sub-clause 1](#).
4. The housing supplement ceases to apply automatically after the first four months of employment/posting if the enterprise provides suitable accommodation during the employment/posting or if the enterprise otherwise covers the cost of accommodation.

Suitable accommodation is deemed to mean a private bedroom in a hotel, inn, motel, apartment/holiday flat, summerhouse, a hostel or housing container/caravan with toilet/bath/kitchen facilities. This is provided that the home is within 50 kilometres of the work location. When living in residential containers, it is also a precondition that a common area is provided. Where overnight accommodation on the building site or adjoining areas is concerned, the residential area must be separate from the building site and the welfare facilities as described in [Article 26](#) cannot be included in the residential area.

5. The housing supplement is automatically discontinued without any further notice after 12 months of employment or posting in Denmark. The calculation of the period of employment or posting starts from when the employee became covered by the collective agreement.
6. The housing supplement shall cease to apply if the employee carries out piecework.
7. The parties recommend that before the housing supplement is removed, a pay negotiation is carried out in accordance with the provisions of the collective agreement.

**Determination of wages**

1. The parties agree that it is a precondition that there can and must be deviations from the minimum wage rate set out in the collective agreement because the pay scheme is 'moveable' and because there is a certain pay rate variation in the individual enterprise.
2. Thus, the employees' skills, experience, training and education, and performance in production shall be taken into account, and the payment shall also be influenced by there being no or only negligible access to piecework or other performance-related pay systems. Moreover, the requirements of the work in relation to the employee, including any special nuisances connected with the performance of the work, shall be taken into consideration.
3. The pay for individual employees shall be agreed in each case between the enterprise and the employee without interference on the part of the organisations. The shop steward may be called on as an observer in the negotiations.
4. If desired, minutes of the meeting will be prepared.
5. Negotiations on the adjustment of individual wages may be made once in every collective agreement year.
6. Where the local parties wish to negotiate pay collectively, a local agreement can be made to this effect. If a shop steward has been elected, the shop steward heads the negotiations.

**Disproportion as a whole**

7. The organisations have a right to take proceedings pursuant to the procedure for the settlement of industrial disputes in cases where disproportion as a whole is assessed to exist.
8. The parties agree that one of the conditions for the existence of disproportion as a whole is that the pay level of the individual enterprise is considerably lower than the pay 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 medium wage within the industry. It is a precondition that the enterprises are comparable within the same industry and geography.

### **Settlement of disagreements/disputes**

9. Disagreements as to whether disproportion exists may be settled according to the industrial provisions in [Chapter 15](#) (on ordinary burden of proof principles). A possible industrial dispute case may be initiated on the basis of the conditions at an existing building site.
10. During the organisation meeting, the parties seek to reach an agreement on the existence of disproportion and its level. If the parties reach an agreement, the case may be closed.
11. If, during the industrial consideration of the case, it is not possible to reach an 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.
12. Any disproportion found must, if so requested, be the subject of local negotiations.
13. If it is determined that there is 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.

<b>Art. 24 Reporting of hours and payment of wages</b>
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### **Reporting of hours**

1. 14-day reports must be received by the enterprise no later than Monday morning of the week in which wages are paid, unless otherwise agreed.

14-day reporting can be compiled from weekly, daily or hourly job reports.

The enterprise may require the weekly pay sheets to be submitted every Friday afternoon. Daily pay sheets may be required to be submitted every day.

Any criticism of the submitted hourly wage and piecework hours and collective agreement supplements shall be provided in writing no later than at the time of wage payment.

If the report is submitted in due time, it is understood that the notice shall be submitted to the employees together with the salary period's statement at the latest.

### **Pay period**

2. The pay period is 2 calendar weeks and wages are paid every second Thursday.

Following local agreement between the enterprise and a majority of the employees, a written agreement may be drawn up stating that wages will be paid on a monthly basis.

For monthly pay agreements, the pay period may commence at the earliest on the 20th of a month and end on the 19th of the following month.

Where there is a local agreement to monthly pay periods, wages shall be paid monthly in arrears and shall be payable on the last weekday of the month.

### **Payment of wages**

3. Payment of all wages due must be made to the bank/savings bank account number provided by the employee. The payment of wages requires that weekly, daily papers or hourly time sheets have been submitted on time.

### **Payslip**

4. The enterprise shall draw up a pay slip for each salary period. The pay slip shall include the following specifications:
  - The CVR no. of the enterprise
  - Hourly-paid work
  - Piece-rate work/surplus
  - Overtime work
  - Sickness pay
  - Holiday allowance and special wage accrual scheme



- Mileage allowance
- ATP
- Pension
- Compensation for first and second days of unemployment

In addition, the payslip shall contain relevant information on holiday and public holiday allowances.

### **Electronic payslips**

5. 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-Boks or by e-mail.
6. Should the enterprise wish to make use of this option, it may do so upon three months' prior notification to its employees unless otherwise agreed. After the expiry of the notification period, employees who are unable to collect the documents electronically will be provided with them upon application to the enterprise.

### **Holiday closure**

7. In case of holiday closure at an enterprise, all time limits stipulated in the collective agreement are postponed by a corresponding number of days.

If the formal time for payment of wages falls during holidays, wages are payable on the first normal pay day after the holidays.

Payments on account may be made on request.

<b>Art. 25 Dirt allowance</b>
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Dirt allowance is included in the hourly wages.

<b>Art. 26 Shelter conditions and welfare rules</b>
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The enterprise shall comply with applicable regulations on shelter and welfare.

## Art. 27 Tools

### **Maintenance of tools**

1. The enterprise maintains the employee's existing hand tools, including knife blades and knee pads, according to the tools list for floor-layer apprentices, approved by the professional committee.
2. For changes to the tools list for floor-layer apprentices approved by the professional committee, the enterprise supplements the employees' tools with the new tool.

### **For changes to the tools list**

3. DIO III and 3F should inform their respective members about changes to the tools list and the consequence of the change.
4. Journeymen who have been provided with upright floor-laying tools either by the enterprise or in connection with the training courses in upright floor laying, will have these tools maintained by the enterprise. Journeymen who have not been provided with upright floor-laying tools shall be provided with a set of upright floor-laying tools according to the tool list for floor-layer apprentices when the journeyman is enrolled in the 2-day continuing education and training course in upright floor-laying.

### **Tools for trained workers**

5. The trained workers shall at all times be provided with the necessary tools for the performance of work.

In the event of dismissal of a trained employee whose length of service is equivalent to an apprentice programme, the enterprise shall provide a full set of tools, cf. the tool list for apprentices.

The tools provided shall be subject to the provisions of the collective agreement relating to tools.

Access to continuing education and training for trained workers is in accordance with the same rules as other employees.

### **Care of tools**

6. The employee shall be required to ensure that, at the end of working hours and at the end of the work, tools belonging to the enterprise, and materials delivered to the workplace are stored in such a way that removal of them by unauthorised persons cannot be done easily.

If it is not possible to use materials and tools in a sound manner, the enterprise shall be informed so that the enterprise can take its own precautions.

Loaned tools such as saws, cutting cases, drills, brushes and the like shall not be left available to unauthorised persons in a workplace when a lockable toolbox or workshop is available at the workplace.

### **Lockable room**

7. In large workplaces where it is possible to establish workshops, the enterprise has a duty to ensure that this can be locked, possibly by installing a temporary door. When working on stairs, it is the responsibility of the enterprise to ensure that lockable rooms are agreed (with the customer or the building contractor).

## **Art. 28 Mileage allowance – Transport expenses**

### **Outside of working hours**

1. Payment of mileage allowance and/or driving time is subject to the transport taking place outside of the agreed working hours.

### **Employed in workshop**

2. Mileage allowance and driving time will not be paid if the employee was hired for or by agreement is permanently employed in a workshop, service work in an enterprise or institution, or is based out of the enterprise workshop.

### **Mileage allowance**

3. Mileage allowance are paid per km for the return journey. The amount comprises the rate applicable at any time, based on the government rates for use of private transport exceeding 20,000 km per year, currently DKK 2.19.

### **Driving time**

4. Driving time exceeding 10 km is payable at DKK 0.75 per km to and from work.

### **Free zone**

5. Mileage allowance and driving time are paid for the shortest distance between the employee's place of residence or the enterprise's workshop to the workplace, with a reduction of 10 km.

### **Car sharing**

6. If an agreement has been entered into locally on car sharing and if the enterprise makes transport available, the driver will be paid DKK 1.20 per kilometre travelled.

The passengers will be paid pursuant to sub-clause 4.

An agreement shall be made regarding route and time so that pick-up is convenient for each individual.

### **Driving during working hours**

7. When the employees use their own vehicle on enterprise business within working hours, the employees shall receive a compensation per kilometre travelled corresponding to the rate applicable at any time, based on the government rates for use of private transport, not exceeding 20,000 km per year, currently DKK 3.73.

The organisations are also agreed that the individual employee has a free hand as to whether he/she wishes to place his/her vehicle at the enterprise's disposal.

### **Ferry and bridge tickets**

8. Payment for ferry or bridge tolls and motorway charges shall be made by the enterprise.

<b>Art. 29 Overnight accommodation</b>
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### **Overnight accommodation**

1. If the enterprise sends the employee to a workplace located more than 110 km from the employee's home, the enterprise shall pay documented board and lodging expenses for hotel, inn or similar accommodation of reasonable standard at the relevant location.
2. Instead of the provision in sub-clause 1, employees and the enterprise can reach a local agreement that the enterprise pays allowances based on the government rates, currently:

	2023	2024	2025
Board	DKK 416.25		
Accommodation	DKK 238.00		

The employee therefore organises his/her own board and lodging.

3. Instead of the provision in sub-clauses 1 and 2, employees and the enterprise can reach a local agreement that the enterprise organises board and lodging.
4. In all cases of overnight accommodation, the enterprise shall pay payment for outwork for small necessities at the rate in force at any time, based on the government rates for tax-free compensation, currently DKK 138.75

#### **Interpretation of 'or similar'**

5. The parties agree that the term 'or similar' means:
  - a. Motel
  - b. Apartment/holiday flat
  - c. Weekend cottage
  - d. Hostel
  - e. Housing container/caravan with WC/bath/kitchen facilities.

Paragraphs 5a. to 5e. are subject to the following conditions:

- Each employee has a separate bedroom
- Common areas are set up in connection with housing containers
- Where overnight accommodation on the building site or adjoining areas is concerned, the residential area must be separate from the building site and the welfare facilities as described in [Article 26](#) cannot be included in the residential area.
- The enterprise pays for cleaning at least once a week.
- The installation complies with the authorities' approval
- The rules can be dealt with under the Industrial Disputes Procedure.

#### **Transport expenses for employees covered by the overnight accommodation provisions**

6. The transport expenses from employees' place of residence to the workplace is paid in accordance with [Article 28](#).
7. Employees are entitled to payment of outward and homeward journeys once a week at the travel allowance rate in [Article 28, sub-clauses 3 and 4](#). The distance paid for is that between the workplace and the employees' residence, without a free zone. The transport is to nearest point of entry.

## Chapter 7

### Piecework/pay schemes

<b>Art. 30 Piecework basis</b>
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#### **Piecework rate**

1. All work is carried out at a piecework rate according to the schedule of wages, provided that training and education has taken place in accordance with the applicable training rules. If, immediately before the start of the work, an employee considers that due to special circumstances, the work or parts thereof cannot be carried out in piecework, he/she shall immediately contact the enterprise or the manager of the workshop. The way in which the settlement is to be effected shall then be agreed without undue delay before the work starts.

#### **Special piecework payments**

2. If, during the course of the work, difficulties arise which slow down the work, for example, due to other craftsmen, the employee shall immediately contact the enterprise and the parties must agree on how to pay for the resulting inconveniences. If agreement is not reached, the decision shall be referred to the organisations.

The work location shall be tidied and shall during the cold period be warmed up to a temperature at which it is possible to work with the materials.

#### **Work allocation**

3. When a new piece of work is to be started, the enterprise shall issue a work sheet containing a work description in chronological order. However, the work sheet does not exempt the employee from making an independent and specific assessment of the scope and suitability of the work processes.

The employee is required to immediately notify the enterprise of any necessary changes in the work.

### **Criticism of the work**

4. In cases where the enterprise cannot approve the execution of a job, the enterprise's written criticism shall be given to the employee at the time of preparing the period's pay statement at the latest.

If criticism of work performed cannot be acknowledged by the employee, the disagreement shall be settled according to the industrial disputes procedure.

### **The employee's duty of information**

5. If the employee estimates that a piece of work can be completed before the end of the working day, he/she shall notify the enterprise in sufficient time for new work to be arranged.

### **Downtime**

6. In the case of work where the enterprise occasionally removes or adds personnel, the resulting delay shall be paid by the enterprise.

### **Room without supplement**

7. Fitting in rooms and cabinets, etc. that cannot be attributed to rooms with supplement shall be paid subject to agreement.

### **Electrical power**

8. When there are sockets within 25 m from the point of use on floors/staircases, no charge is made for the establishment of power.

### **Preparatory work**

9. Preparatory work in connection with piecework is paid at the following hourly rates from the beginning of the pay week that includes:

1 May 2023 .....	DKK 150.45
1 January 2024 .....	DKK 155.70

10. The applicable price lists are supplemented with the following from the beginning of the pay week that includes:

1 May 2023 .....	4.0%
1 January 2024 .....	3.9%



## **Art. 31 Piecework payment and advance payment**

Subject to the amount having been earned, the hourly payment for piecework is as follows from the start of the pay week that includes:

1 May 2023 .....	DKK 150.45
1 January 2024 .....	DKK 155.70

## **Art. 32 Piecework statement**

### **Piecework statement**

1. The piecework statement shall include information on dimensions, quantity and price.

Prices derived from the price lists must be given position numbers.

The statement shall furthermore include a statement of time consumption per hour and paid amount on account and show the distribution per employee.

The accounts must be signed and dated with the submission date by the employee participating in the piecework. However, signature and submission may be assigned to another party by proxy.

The piecework statement shall be submitted to the enterprise within five working days of completion of the work.

If the piecework statement/time sheet has not been submitted within the stated time limit, the employee shall accept the enterprise's calculation when this is based on the actual conditions during the performance of work.

### **Deadlines for criticism**

2. In cases where the enterprise cannot approve a piecework statement, the enterprise's written criticism shall be given to the employee at the same time as the period's pay statement at the latest.

The criticism shall include a specification of the position numbers of the financial statements criticized by the enterprise.

If the employee cannot approve the enterprise's criticism of the financial statements, this shall be notified to the enterprise no later than three working days before the next payment of wages.

**Payment**

3. Approved amounts shall be paid with the next payment of wages after the financial statement has been submitted.

**Time limits**

4. If the above time limits are not observed, the piecework statement or the criticism shall be deemed to have been accepted.

**Settlement of industrial disputes**

5. In case of dispute, refer to the industrial disputes procedure.

<b>Art. 33 Apprentice participation in piecework</b>
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**Piecework statement**

1. In the case of a piecework statement, the actual piecework payment is deducted including any advance payment and payment on account.

**Apprentice participation**

2. When apprentices participate in the employees' piecework, the apprentice's pay is deducted from the employees' piecework statement.

**Adult apprentice participation**

3. Where adult apprentices participate in the employees' piecework, local agreement must be entered into on set-off of their payments in the piecework.

<b>Art. 34 Departure of employees from piecework</b>
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If an employee departs from piecework involving two or more participants, any surplus over and above the amount paid accrues to the other participants in the piecework.

### **Art. 35 New materials**

1. To fix rates for new materials or materials intended for substitution in the building sector, or when changing previously used constructions or methods of working, an equal-representation committee will be set up by DIO III and the United Federation of Danish Workers.
2. At the request of either party, the committee shall start negotiations on fixing rates for the materials stated. If the organisations are in agreement, the committee's decision will be entered in the price rate list.
3. If the organisations are in agreement, the committee can if necessary also open negotiations on changes in existing piece rates.
4. To become valid, any such changes shall be approved by the competent assemblies of the organisations.
5. In the light of the above, the parties agree that, during the collective agreement period, a committee will be formed with a view to pricing, e.g., wooden floors laid on an existing underlay.

## Chapter 8

### Pension schemes

<b>Art. 36 Pensions and healthcare scheme</b>
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#### **Pension agreement**

1. Enterprises pay the pension contribution for adult employees over 18 years of age (until 1 September 2020 for apprentices who have reached the age of 20 years) and who have been employed for six months under a collective agreement between the unions within the Federation of Building, Construction and Wood Workers' Unions (BAT-Kartellet) and DIO III or Tekniq or have held paid work for an equivalent period.

#### **Pension contribution before 1 June 2023**

2. The pension contribution is equal to 12% of the employee's holiday qualifying pay plus special wage accrual scheme. The employee him/herself pays 4% of the contribution, and the enterprise pays 8%.

#### **Pension contribution 1 June 2023 or later**

3. The pension contribution is equal to 12% of the employee's holiday qualifying pay plus special wage accrual scheme. The employee pays 2% of the total contribution and the enterprise pays 10%.

#### **Calculation of pension contribution**

4. Pension is calculated based on the holiday allowance of employees who are entitled to a pension, see sub-clause 1. Pension of holiday allowance covered by a holiday guarantee scheme is calculated as holiday allowance is accrued. Therefore, it is irrelevant that the holiday allowance is not taxed until it is paid to the employee.
5. Employees have the right to increase their contributions.

#### **Pension on holiday allowance during sickness**

6. Pension is calculated as holiday allowance during sickness for employees who are entitled to pension in accordance with the collective agreement. The employer's and employee's contributions are calculated based on the holiday allowance during sickness and paid to PensionDanmark.

The employer's share is paid by the employer in addition to the holiday allowance during sickness. The employee's share is deducted from the holiday allowance during sickness before its final settlement.

### **Apprentices' pensions after 1 September 2020**

7. The enterprise will pay pension contributions for apprentices when they reach the age of 18 years and have had six months' paid work. However, in the apprentice's 18th and 19th year, the contribution rates are respectively 4% for the enterprise and 2% for the apprentice, a total of 6%. In addition, the enterprise will bear the costs of the insurance scheme for apprentices.
8. Apprentices who begin vocational training before their 18<sup>th</sup> birthday will be covered by the insurance provisions in [Chapter 18](#) until they are entitled to pension.
9. Apprentices who have reached the age of 18 years and who have served their traineeship will have acquired the necessary length of service to be covered by the pension scheme if they continue their employment with the enterprise.
10. The rate referred to in sub-clause 7 shall be increased to the rates for journeymen/adult workers if the pension payment for the 18- and 19-year-olds is refunded to the enterprise through the Employers' Training Contribution Scheme (AUB). The insurance scheme provided for in [Chapter 18](#) shall lapse at the same time. In such cases, the parties shall determine the month of entry into force.

### **Increased pension contribution during maternity/paternity leave before 1 July 2023**

11. During the fourteen weeks of maternity/paternity leave, an extra pension contribution is payable to employees whose length of service amounts to six months at the expected time of birth.

The pension contribution per month is..... DKK

2,040.00

per hour..... DKK 12.75

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

## **Increased pension contribution during maternity/paternity leave 1 July 2023 or later**

12. An additional pension contribution is paid during the 10-week maternity leave for employees with six months' service within the last 18 months at the expected time of childbirth.

Employer contribution DKK per hour/DKK per month  
DKK18.45/2.957.00

Employee contribution DKK per hour/DKK per month

DKK..... 3.69 /592.00

total contribution DKK per hour/DKK per month

DKK..... 22.14/3.549.00

For part-time employees, a pro-rata contribution is paid

## **Payment of pension contribution**

13. The parties agree that the enterprises pay the employees' parts of the contribution and transfer the total contribution to PensionDanmark.

The pension contribution must be paid no later than the 10th of the month following the end of the pay period/vesting period.

14. Issues regarding missing declarations and payment of pension contributions are treated in accordance with the provisions of the protocol on pension contributions to PensionDanmark of 9 April 2019.

## **Health scheme**

15. Enterprises that do not already have a health scheme approved by the organisations shall establish a healthcare scheme with PensionDanmark.
16. The contribution is 0.15% of the employee's holiday qualifying pay the plus holiday pay and pension contribution.
17. The health scheme shall comprise telephone counselling in case the employee needs emergency psychological aid, fast diagnosis, addiction counselling or a guide to the health services.
18. The scheme must also contain treatment by a physiotherapist, chiropractor or masseur for problems in joints, muscles and tendons which arise during the course of work, as well as rapid diagnosis.
19. 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.

<b>Art. 37 ATP</b>
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Pursuant to the Act on the Danish Labour Market Supplementary Pension Scheme (ATP), the contribution amounts to:

**As of 1 March 2017**

**Employees paid by the week**

Enterprise per week .....	DKK 49.80
Employee per week .....	DKK 24.90

**Employees paid by the month**

Enterprise per month .....	DKK 189.35
Employee per month .....	DKK 94.65

**As of 1 January 2024**

**Employees paid by the week**

Enterprise per week .....	DKK 52.20
Employee per week .....	DKK 26.10

**Employees paid by the month**

Enterprise per month .....	DKK 198.00
Employee per month .....	DKK 99.00

## **Chapter 9**

### **Sickness, child's first sick day, maternity/paternity provisions, etc.**

#### **Art. 38 Pay during periods of sickness and injury**

#### **The Sickness Benefit Act**

1. In the event of sickness, the rules on unemployment benefit for employees shall apply in accordance with the applicable law.

In the event of an accident covered by the statutory insurance in this respect, the rules laid down by the legislation shall apply at all times.

#### **Sickness pay**

2. The enterprise pays sickness pay to employees who have been employed in the enterprise for at least 3 months in the last 18 months. The employee must meet the conditions for the right to sickness benefit from the enterprise under the rules of the Sickness Benefit Act.

Sick pay shall be paid by the enterprise to employees for up to 4 weeks calculated from the first complete day of absence.

In relation to sick pay after completing their education and training, apprentices who continue employment with the same enterprise are considered to have earned a length of service of three months.

#### **Pay during injury**

3. Wages are paid by the enterprise during absence periods of up to eight weeks as a result of injury, starting from the first whole day of absence. The employee must meet the conditions for the right to sickness benefit from the enterprise under the rules of the Sickness Benefit Act.

Sick pay shall be paid by the enterprise to employees for up to 8 weeks calculated from the first complete day of absence.

4. In the event of an absence due to injury in the enterprise during the performance of work, no length of service requirement shall apply.

#### **Interruption of length of service**

5. An employee's length of service in the enterprise is not considered to be interrupted in connection with:
  - Sickness up to 3 months



- Call-up for military service for up to three months
  - Leave of absence in connection with pregnancy and maternity/paternity leave and
  - Work interruption due to machinery breakdown, shortage of materials, etc., provided that the employee resumes work when given the possibility by the enterprise.
6. In case of a relapse due to the same sickness within 14 calendar days of the first working day after the previous absence period, the enterprise's payment period is calculated from the first absence day of the first absence period.
  7. The sick pay shall consist of the amount of sickness benefits due, supplemented up to full pay for no more than 37 hours a week, but not more per hour than the following from the beginning of the pay week that includes:
 

1 May 2023 .....	DKK 159.35
1 January 2024 .....	DKK 164.95

 Holiday allowance and special wage accrual scheme as well as pension shall be paid of this amount.
  8. The basis of calculation for the sick pay is the employee's expected loss of earnings per work hour, including systematic nuisance supplements during the sickness period. If this is not known, the calculation basis is the employee's earnings per work hour during the last four weeks prior to the absence, including systematically regular nuisance payments and exclusive irregular payments that are not related to the work hours during the period. If the number of work hours performed in the preceding four-week period is not available, work hours shall be calculated according to the provisions of the Sickness Benefits Act (Sygedagpengeloven, ATP rules). Sick pay for up to 37 hours per week is calculated as the calculated number of hours times DKK 159.35 / DKK 164.95.
  9. Where an agreement has been entered into pursuant to Section 56 of the Sickness Benefit Act, the enterprise only pays sick pay in accordance with the relevant rules in the Sickness Benefit Act, unless the absence is due to sickness other than that on which the Section 56-agreement is based.

## **Art. 39 Child's first sick day**

### **Children at home**

1. Employees and employees undergoing training and education courses are allowed time off when necessary to take care of their own children below the age of 14 at home during periods of sickness.

### **Time off granted**

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

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 work hours of the day in question.

### **Rate of payment**

3. Subject to availability of the documentation required by the enterprise, the enterprise pays full wages, up to the following hourly maximum from the start of the pay week that includes:

1 May 2023 .....DKK 159.35

1 January 2024 .....DKK 164.95

Holiday allowance and special wage accrual scheme as well as pension shall be paid of this amount.

## **Art. 40 Hospitalised children**

1. Employees and employees undergoing training and education are allowed time off when necessary in connection with hospitalisation, including when the hospitalisation is entirely or partly in the home. This provision applies only to children below the age of 14.
2. Time off is allowed for one custodial parent only for a maximum period of one week in total per child within a 12-month period.
3. At the request of the enterprise, the employee shall present evidence of hospitalisation.
4. Payment is made at the full wage, up to the following hourly maximum from the start of the pay week that includes:

1 May 2023 .....DKK 159.35

1 January 2024 .....DKK 164.95

Holiday allowance and special wage accrual scheme as well as pension shall be paid of this amount.

<p><b>Art. 41 Childcare days, child's second sick day and visits to the doctor</b></p>
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**Childcare days**

1. Employees and employees undergoing training and education who are entitled to a 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 the number of children of the employee. This provision applies only to children below the age of 14.

The days must be taken according to the agreement between the enterprise and the employee, taking into account the best interests of the enterprise.

**Child's 2<sup>nd</sup> sick day**

2. If the child is still sick after the first whole sick day, the employees and employees undergoing education and training are entitled to an additional day off.

**Visits to the doctor**

3. Employees and employees undergoing training and education with one month's length of service in the enterprise are entitled to free time for visits to the doctor together with the child. Employees who wish to have free time for visits to the doctor should notify the enterprise as soon as possible.

**Payment from special wage accrual scheme**

4. The days will be taken without pay, but the employee can choose to have an advance amount paid from the special wage accrual scheme, subject to the amount being available in the account.

## Art. 42 Maternity/paternity provisions

### Children born or received before 1 July 2023

*The organisations have agreed to follow the principles of the transitional arrangement between DA and FH on payment of absence due to pregnancy and Maternity/paternity leave until 1 July 2023. This entails that a four-week maternity leave, cf. sub-clause 1, in the period until 1 July 2023 is earmarked as the mother's parental leave (4 + 5 weeks), cf. sub-clause 5, meaning that maternity leave, cf. sub-clause 1, is 10 weeks against the previous 14 weeks. The original payment obligation for the four weeks of parental leave earmarked for the mother will be maintained, meaning that payment for those weeks is the maximum rate, cf. sub-clause 4. The earmarked parental leave (4 weeks, cf. sub-clause 1), may not be transferred to the father or co-mother with a payment obligation for the employer.*

### Pregnancy leave/maternity leave

1. Employees who at the expected time of childbirth will have had a total of six months' length of service within the last 18 months receive pay from the enterprise during absence due to childbirth in the period from four weeks before the expected time of birth until 14 weeks after the birth (pregnancy leave/maternity leave).
2. Adoptive parents receive pay during absence due to maternity/paternity provisions for a period of fourteen weeks starting from the reception of the child.

### Paternity leave

3. Subject to the above conditions, employees on 'paternity leave' receive pay for a period of up to two weeks.

### Payment during pregnancy, maternity and paternity leave

4. Payment during pregnancy, maternity/paternity leave is equivalent to the wages which the employee would otherwise have received during the period, but to no more than the following total amounts per hour from the beginning of the pay week that includes:

1 May 2023 .....DKK 159.35

### Parental leave

5. Subject to the above conditions, the enterprise shall provide payment to employees on parental leave for a period of up to 163 weeks. Of

these 163 weeks, the parent who is taking maternity/paternity leave, is entitled to 5 weeks and the other parent is entitled to 8 weeks.

If the parent does not take the leave they are entitled to, the payment is not due. The remaining three weeks of parental leave may be taken by either parent.

All of the 16 weeks leave must be taken within 52 weeks of the child's birth. Unless otherwise agreed, 3 weeks' notice shall be given of the 16 weeks parental leave.

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

### **Failure to comply with the obligation to give leave notification**

6. If the notification time limits for leave under the Danish Maternity Act are not met, the requested leave may not commence until the expiry of the specified time limits from the date of notification unless otherwise agreed.

### **Payment during parental leave**

7. Payment during parental leave is full pay.
8. Pay during parental leave is calculated as the employee's expected loss of income per working hour, including systematically occurring nuisance compensation during the leave period.
9. If the expected loss of income per working hour 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 systematic nuisance compensation, but not irregular payments with no relation to the work hours performed in the period. Any piecework surplus in the 13-week period is included on a pro rata basis with the hours that relate to the piecework surplus.
10. 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 37 working hours per week.

### **Reimbursement**

11. Payment is conditional on the enterprise being entitled to a reimbursement for the equivalent to the maximum unemployment benefit rate. If the reimbursement is lower, the payment to the employee will be reduced proportionally.

## **Children born or received on 1 July 2023 or later**

### **Pregnancy leave/maternity leave**

12. Employees who, at the expected time of childbirth, will have had a total of six months' length of service within the last 18 months receive pay from the enterprise during absence due to pregnancy in the period from four weeks before the expected time of birth until 10 weeks after the birth.
13. Adoptive parents receive pay during leave for up to 10 weeks starting from the reception of the child.

### **Paternity leave/co-maternity leave**

14. Subject to the above conditions, employees on paternity leave/co-maternity leave receive pay for a period of up to two weeks.

### **Parental leave**

15. Subject to the above conditions, the enterprise shall provide payment to employees on parental leave for a period of up to 24 weeks. Of these 24 weeks, the parent who is taking maternity/paternity leave is entitled to nine weeks, and the other parent is entitled to ten weeks.

If the parent does not take the leave reserved for the individual parent, the payment does not apply. The remaining three weeks of parental leave may be taken by either parent.

All of the 24 weeks leave must be taken within 52 weeks of the child's birth.

Unless otherwise agreed, leave with pay shall be subject to three weeks' notice according to sub-clauses 12, 13, 14 and 15.

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

### **Failure to comply with the obligation to give leave notification**

16. If the notification time limits for leave under the Danish Maternity Act are not met, the requested leave may not commence until the expiry of the specified time limits from the date of notification unless otherwise agreed.

### **Payment during leave**

17. Payment during the above leave periods corresponds to the wage the employee in question would have earned during the period, but

not more than DKK 225.00 per hour from the beginning of the pay period that includes 1 July 2023.

18. Pay during the leave is calculated as the employee's expected loss of income per working hour, including systematically occurring nuisance compensation during the leave period.
19. If the expected loss of income per working hour 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 piecework surplus in the 13-week period is included pro rata with the hours that relate to the piecework surplus.
20. If the number of hours worked in the preceding 13-week period is unknown, the number of hours is calculated on the basis of a 37-hour working week.

### **Reimbursement**

21. Payment is conditional on the enterprise being entitled to a reimbursement for the equivalent to the maximum unemployment benefit rate. If the reimbursement is lower, the payment to the employee will be reduced proportionally.

## **Chapter 10**

### **Holiday and public holiday provisions**

<b>Art. 43 Holiday accrual</b>
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1. Entitlement to paid holiday shall be earned with 2.08 days for each month's employment during the holiday year (1 September to 31 August).
2. When employed for less than one month of employment, the accrual period shall be proportionate with 0.07 days holiday paid for each day's employment subject, however, to a maximum of 2.08 days.
3. The calculation of holiday entitlement includes periods of sickness absence for which the enterprise has paid holiday allowance during sickness, periods of sickness absence for which the enterprise has paid collective agreement wages during absence due to sickness, maternity/paternity/adoption, continuing education and training, collective agreement days off, a child's first sick day and a child's hospitalisation.
4. Holiday leave is granted in the form of whole days off, i.e. the holiday entitlement is rounded up or down to the nearest natural number of days.
5. Local agreements may be made for holidays to be taken in hours. Such agreements shall be in writing. In this context, it shall be ensured that the holidays are not held for less than the planned number of working hours on the day in question and that the total holiday is not less than five weeks, calculated as 25 full days where work-free days, that are not compensation days off, and working days are taken into account proportionately. Holidays should be organised for whole weeks as far as possible. Holidays should reflect the working week and should not be placed solely on short or long working days.
6. If an employee has not earned full holiday rights (25 days) with holiday allowance or pay, the employee is entitled to have the number of holiday days supplemented up to full holiday rights without the associated right to holiday allowance or pay for such additional days.



## **Art. 44 Taking holidays**

1. Holidays shall be taken during the holiday period, which includes the holiday year (1 September to 31 August) in which the holiday is earned and the following four months from the end of the holiday year to the end of the calendar year, i.e. from 1 September to 31 December of the following calendar year.
2. Holidays commence at the beginning of normal working hours on the first day off and end at the end of working hours on the last day off.
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 employee is entitled to take at least 15 uninterrupted days of earned paid holiday in the period from 1 May to 30 September (the main holiday period).
5. If an employee has accrued less than 15 days' holiday, the whole accrued holiday is the main holiday.
6. In a current, specific situation, it may be agreed that the main holiday will occur outside the holiday period. However, it shall be possible to hold at least ten uninterrupted days.

### **Residual holiday entitlement**

7. The employee is entitled to take other holidays for at least five weekdays. If the residual holiday days amount to less than five holiday days, these shall 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. Subject to negotiations with the employees, the enterprise determines when holidays should be taken.
9. As far as possible, the enterprise shall accommodate its employees' wishes for placing holidays, including wishes for the main holiday to be taken during the school holidays of employees' children.
10. The enterprise shall inform its staff when the holiday is to be taken as soon as possible. However, at least three months' notice of the start

of the main holiday shall be given, and at least one month's notice of the start of residual holiday entitlement before it begins unless special circumstances prevent this.

### **Rescheduling of holidays**

11. The enterprise may amend the dates of previously scheduled holidays if necessary due to significant, unpredictable operational considerations.
12. Employees shall be compensated for any financial losses postponement may entail.
13. Holidays which have already started cannot be postponed.

### **Collective holiday closure**

14. If an enterprise is closed during a holiday, an employee who is not entitled to earned paid holiday during all of the days when the enterprise is closed cannot raise a claim against the enterprise.
15. The enterprise shall, as far as possible, ensure that the employee has earned paid holiday for all the days when the enterprise is closed. If the enterprise does not do this, the enterprise shall pay the employee's wages for the days concerned. The salary is calculated on the basis of the employee's usual wage during the last four weeks before the enterprise's closure.
16. If the enterprise is closed at a time when an employee who has been employed throughout the previous holiday year and until the enterprise has been closed has not earned a paid holiday for all the days when the enterprise is closed, the enterprise shall pay the holiday payment as an advance payment against the enterprise being able to offset the subsequent accrual of paid holiday.

### **Taking holiday in advance**

17. Section 7 of the Danish Holiday Act regarding taking holiday in advance as well as the principle in Section 15 of the Holiday Act on notification of holiday not accrued at the time of taking the holiday may be derogated from subject to local agreement. Any such local agreement must be in writing and may only be concluded with a shop steward elected in accordance with the provisions of the collective agreement.

It can thus be agreed that:

Employees are allocated up to 5 weeks of holiday at the start of the holiday year on 1 September. Employees joining during the holiday year are allocated a prorated number of holiday days.

The enterprise may give notice of holiday to be taken at a time when the holiday has not yet been accrued (give notice of "holiday in advance"). The enterprise may not give notice of more holiday than the employee can accrue before the end of the holiday year.

When an employee resigns during the holiday year, and the employee has used more holiday than accrued at the time of resignation, the enterprise may offset this against the employee's entitlement to claim salary and holiday pay.

Where the resignation is due to termination on the part of the enterprise, the enterprise may not offset more holidays than the employee can accrue before his/her resignation, unless termination is due to the employee's material breach.

No offset may be made where the employee terminates or cancels his/her employment due to the enterprise's material breach.

The enterprise shall calculate and pay back holiday allowance to the employee if the employee has received less holiday allowance than the employee would have received if the employee had not taken "holiday in advance".

For employees who have paid holiday, a calculation of the difference in holidays is made, cf. section 17(2) of the Danish Holiday Act, if a change of working hours means that the employee has received too little pay during advance holiday.

## **Art. 45 Sickness and holidays**

### **Notification of sickness before the start of the holiday**

1. If an employee is sick when a holiday begins, the employee is not obliged to take the holiday and the holiday may be postponed. The employee shall report sickness to the enterprise in the normal manner.

When the employee reports back to work, he/she must notify the enterprise whether he/she wishes to start the holiday. If the employee

does not wish to start the holiday, a new date for the holiday shall be determined with proper notice.

### **Notification of sickness after the start of the holiday**

2. If an employee falls sick during collective holiday closure of the enterprise, after 5 sick days 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 sick to the enterprise. If an employee falls sick after the start of the holiday, the employee is entitled to compensatory holiday after 5 sick days during the holiday year (1 September to 31 August) upon presentation of a medical certificate. An employee who has not been employed in the enterprise throughout the holiday year is entitled to a replacement holiday after a proportionately reduced number of sick days. The right to substitute holidays requires that the employee has notified the enterprise of sickness in the normal way.

### **Reporting fit for duty during collective holiday closure**

3. Where employees are reported as sick before the start of the holiday and then report back to work during a collective holiday closure, employees shall resume work and may claim to have their holiday moved to another date.
4. If the employee cannot be offered employment during the period, the holiday is considered to have started at the time of reporting fit for duty unless otherwise agreed.
5. Unless otherwise agreed, the holiday employees were prevented from taking due to sickness shall be taken immediately after the originally scheduled holiday.

<b>Art. 46 Transfer of holidays</b>
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1. It may be locally agreed that earned holidays over 20 days that have not been taken are transferred to be taken during the following holiday period. If so, a transferred holiday shall be taken first.
2. A maximum of 10 holiday days may be transferred and all holiday shall be taken no later than the second holiday period following the transfer of holiday days.

3. The agreement shall be entered into in writing no later than 31 December of the holiday period and cannot cover more days than the employee has earned in the enterprise.
4. The parties recommend that the contract form drawn up between the parties should be used. Reference is made to [Annex 5](#).
5. If an employee is prevented from taking leave due to sickness, maternity/paternity leave, leave for adoption or other hindrances to taking a holiday in accordance with the Government Order on hindrances to holidays, up to 20 days of paid annual holiday may be transferred to the subsequent holiday period. The transferred holiday shall be taken before other holiday days.
6. Holidays to an extent corresponding to transferred holiday may not be placed so they are taken during a notice period to resign unless the holiday pursuant to the abovementioned agreement is placed to be taken prior to the period of notice. However, for salaried employees, holidays transferred as a result of hindrances to the holiday, cf. sub-clause 5, may be notified to be taken during a notice period.

#### **Art. 47 Holiday allowance**

1. Holiday allowance amounts to 12½% of the total cost of the holiday year (1 September to 31 August).
2. The enterprise calculates holiday allowance on all taxable wages, salaries and fringe benefits for which no deduction from income is granted and constitutes pay for work during employment.

#### **Calculation of holiday allowance during sickness**

3. The enterprise also pays holiday allowance during sickness according to the provisions of Article 20 of the Holiday Act from the second day of absence due to sickness for the periods in which the employee was absent due to sickness or injury during the holiday qualifying year.
4. Holiday allowance during sickness amounts to 12½% of the sick pay according to the collective agreement which the employee received in the holiday qualifying year.

- Holiday allowance during sickness for absences due to sickness where the employee has not received sick pay shall be a fixed amount per working day cf. the agreement of 1 December 1972 between DA, the Danish Employers' Confederation organisation, and LO (now FH), the Danish Federation of Trade Unions.

The amount is regulated at the start of each calendar year.

- Holiday allowance during sickness per working day during 2023 constitutes:

	Copenhagen	Regional districts
Skilled workers	DKK 204.25	DKK 190.75
Unskilled workers	DKK 185.40	DKK 183.90

In 2024, holiday allowance per working day during sickness constitutes:

	Copenhagen	Regional districts
Skilled workers	DKK	DKK
Unskilled workers	DKK	DKK

In 2025, holiday allowance per working day during sickness constitutes:

	Copenhagen	Regional districts
Skilled workers	DKK	DKK
Unskilled workers	DKK	DKK

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

### **Pension on holiday allowance during sickness**

- Please refer to [Article 36, sub-clause 6](#).

<b>Art. 48 Reporting and payment of holiday allowance</b>
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### **Reporting and payment**

- The enterprise shall continually report the holiday allowance to E-indkomst (electronic income).

2. The employee can see the earned holiday allowance at [www.borger.dk/feriepenge](http://www.borger.dk/feriepenge). The employee should request payment of holiday allowance on the same website.
3. Holiday allowance corresponding to the length of the holiday shall be paid to the employee no later than at the first wage run after the request but not earlier than one month before the holiday begins. Provided that the employee has requested payment of holiday allowance in time.

### **Payment of holiday allowance without the holiday being taken**

4. The employee leaves the labour market:

The employee's holiday allowance for the preceding and current holiday qualifying year is paid if the employee retires from the labour market due to age or state of health or if the employee moves permanently abroad and is deregistered from the Civil Registration System.

5. Death:

The holiday allowance is paid to the estate upon the death of the employee.

Holiday allowance for the fifth holiday week:

If an employee who has transferred holidays resigns before all holidays are settled, holiday allowance is paid for the remaining transferred holiday days.

At the end of the holiday year (31 August), it may be agreed locally that earned holiday allowance during sickness and sickness benefit over and above 20 days, which have not been paid or agreed to be transferred, will be paid before the end of the holiday period. The employee shall declare in writing that the holiday allowance relates to holidays over and above 20 days.

Holiday allowance and holiday allowance during sickness for any holiday earned beyond 20 days that has not been taken, for which an agreement has been made to transfer or pay such allowance before the end of the holiday period, shall be paid by the enterprise after the end of the holiday period if the employee has been employed full-time in the same enterprise throughout the holiday period.

Payment of holiday allowance at the end of the holiday period

6. Uncollected holiday allowance for employees who have resigned  
Holiday allowances not withdrawn by the employee before the end of the holiday period and earned in an employment relationship that ended no later than the end of the holiday period shall be paid by the enterprise upon request by the employee.
7. Payment of holiday allowance in case of sickness or maternity/paternity:  
If an employee is prevented from taking a holiday due to sickness, leave in accordance with the Maternity/Paternity Act, and if the hindrance to the holiday continues until the end of the following holiday period, the holiday allowance may be paid to the employee.

## **Art. 49 Special provisions**

### **Non-transferability**

1. The right to holiday leave and holiday pay is non-transferable and may not be the subject of legal proceedings.

### **Limitation of holiday allowance**

2. Holiday allowance that has not been collected within five years of the end of the holiday year in which the holiday should have been taken, or can be paid, expires. The amount is transferred to the Byggegruppens Feriefond (Construction Group Holiday Fund), unless the employee has raised a legal claim for payment, made a demand under the provision for the settlement of industrial disputes, reported the case to the police, filed a petition for bankruptcy or made an application to the management of the Styrelsen for Arbejdsmarked og Rekruttering (Agency for Labour Market and Recruitment).

### **Waiver of holidays**

3. Employees may not through any agreement waive their rights to holiday, holiday allowances or holiday pay.

### **Setting off and withholding holiday allowance**

4. The enterprise may offset relevant amounts against an employee's holiday allowance, holiday payment, and holiday supplement if the employee has infringed the law during their employment with the



enterprise that has resulted in a due and documented counterclaim by the enterprise, provided that the employee has admitted to committing the unlawful act or it has been proven in a court of law.

The enterprise may withhold an amount equivalent to the claim until the case has been settled if the enterprise has brought a civil action against the employee, submitted the case for resolution by way of industrial disputes procedure, or if the employee's offence has been reported to the police or the employee has been charged with the offence.

### **Work during holidays**

5. If an employee takes on paid work during his/her holiday, the Director of the Danish Agency for Labour Market and Recruitment may require that the employee's holiday allowance, holiday pay and holiday benefit for a part or the whole of the holiday be transferred to the holiday fund.

### **Disputes and disagreements**

6. Disputes and disagreements concerning the holiday provisions on balance are resolved per the procedure for settling industrial disputes.

### **Holiday pay guarantee**

7. The organisations agree that holiday pay is a part of each employee's wages and, in the event of non-payment of holiday allowance to the employee, once raised, DIO III guarantees that the amount will be paid.

However, this only applies to amounts earned up to 14 days after the date on which DIO III informed the trade union by registered letter that membership has ceased or bankruptcy has been declared.

The payment shall be made to the United Federation of Danish Workers when DIO III receives a due claim from the United Federation of Danish Workers – documentation of the earnings. The United Federation of Danish Workers shall subsequently settle the member's(/members') accounts.

In cases where DIO III defrays the holiday pay, the United Federation of Danish Workers is bound to assign the claim concerned to DIO III on behalf of its members.

8. The organisations agree that the holiday pay guarantee scheme is used by the members of the organisations who are in the construction sector under DIO III. If an enterprise wishes to use FerieKonto, this is possible. In such case, the enterprise shall inform the employees of this in writing prior to the transition to the holiday account scheme, FerieKonto.
9. With the above option of choosing between the holiday guarantee scheme and the holiday account scheme, FerieKonto, the parties agree that no changed consequences are intended for contributing uncollected holiday pay into the Building Group's Holiday Fund (Byggegruppens Feriefond) in [Article 51](#) of the collective agreement.

#### **Art. 50 Floor Layers' Holiday Supplement Fund**

1. The enterprise pays DKK 0.30 per work hour to the Floor Layers' Holiday Supplement Fund.
2. The contributions are paid half-yearly in arrears to the United Federation of Danish Workers, 3F.
3. The United Federation of Danish Workers, 3F, may require random checks by a state-authorized public accountant at its own expense.

#### **Art. 51 Professional holiday fund**

1. To create greater opportunities for four members of the Fagligt Fælles Forbund - 3F (United Federation of Danish Workers) to take holidays, the organisation has established the Byggegruppens Feriefond (Construction Group Holiday Fund).

The holiday fund is financed by holiday allowances not collected before the end of the holiday year in which the holidays should have been taken.

2. Members of DIO III are obliged to pay uncollected holiday allowances to DIO III by 30 September.

The United Federation of Danish Workers may for its own account require that contributions are checked by random sampling by a

state-authorised public accountant. If the audit confirms that the enterprise has failed to settle unclaimed holiday allowance, the enterprise shall pay the audit fees.

DIO III shall transfer the paid-in amounts to the Byggegruppens Feriefond (Construction Group Holiday Fund) by 15 November at the latest.

<p><b>Art. 52 Payment for public holidays, floating holidays, days off for senior employees, and childcare days</b></p>
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**Special wage accrual scheme**

1. The enterprise pays into the employee's special wage accrual scheme (formerly the public holiday and floating holiday account):

1. March 2022 .....	12.90 %
1 March 2024 .....	14.70 %

of the employee's holiday entitlement pay, including the collectively agreed sick pay. The special wage accrual scheme is used to pay public holiday holidays, floating holiday periods, childcare days, collective agreement days off, senior work-free days (for employees who fulfil the conditions for this) and absence in connection with a child's second sick day and children's visits to the doctor.

The holiday allowance of the special wage accrual scheme is included in the amount.

2. If the employee does not have at his/her disposal the whole contribution to the special wage accrual scheme in connection with his/her free choice, the enterprise shall continuously pay the remaining contribution of the excess, over and above 9.90%, together with the employee's wages unless otherwise agreed by the local parties. A prerequisite for payment is that the enterprise is able to prove that employees have been invited to make a choice.
3. The enterprise and employees may agree that the contribution to the special wage accrual scheme, in excess of 5.90%, can be paid on an ongoing basis along with the wages.

4. The enterprise and the employees may also agree for the amount deposited under the special wage accrual scheme account to be paid as a one-off amount.

### **Payment**

5. The accumulated savings are paid partly together with the wage in accordance with the above provisions, partly as an advance payment for the individual public holiday, floating holidays, senior work-free days, etc., and partly as a payment of the balance.

### **Advance payment**

6. The amounts of advance payments per day for adult employees are:  
1 March 2020 ..... DKK 1,300.00  
1 May 2024 ..... DKK 1.500.00

For young employees (however, maximum full personal pay)

- 1 March 2020 ..... DKK 700.00  
1 May 2024 ..... DKK 800.00

Public holidays include:

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

The advance payments are due for public holidays that fall on work-free Saturdays or weekdays, but not on Sundays, days off for senior employees, or childcare days.

The enterprise and the employee may agree on amounts of advance payments other than those mentioned above.

### **Payment of advance payments**

7. Payment of advances shall be made together with the wages for the pay period during which the public holiday(s) or floating holidays fall. If payment cannot be made due to holiday leave or closure, advances are paid on the first following wage payment day.

## **Right to advance payments**

8. Employees become entitled to the accrual scheme stipulated in sub-clause 1 and to the advances specified in sub-clause 6 immediately upon appointment.

However, no advance payments beyond the amount deposited under the special wage accrual scheme can be made unless this has been agreed. The enterprise and the employees should ensure that it is still possible to take public holidays and floating holidays with the advance payments mentioned in sub-clause 6.

## **Balance**

9. The special wage accrual scheme is made up each year along with the pay accounts for the 52<sup>nd</sup> pay week and together with the tax statement.

Any surplus in the account shall be paid no later than on the first pay-day in January unless the employee has expressed a wish prior to 30 November for the balance – or part thereof – to be paid as an extraordinary pension contribution.

The advance amount for 1 January is ascribed to the special wage accrual scheme account for the previous calendar year.

Any deficit in the special wage accrual scheme constitutes debt to the enterprise which may be set off against outstanding wages.

## **Resignation**

10. When an employee changes his/her place of work, any surplus or deficit on the employee's individual account shall be settled upon resignation from the enterprise.

## **Work on public holidays**

11. Employees required to work on a public holiday are entitled to claim the above advance payments and the collectively agreed wages.

## **Special provisions regarding the special wage accrual scheme for posted employees**

12. If the supplement is clearly stated in the employee's payslip, see the provisions of the collective agreement to this effect, or in a similar statement, a posting enterprise may omit to establish a special wage accrual scheme, but instead pay the contribution regularly as a pay supplement, including the payment for floating holidays not taken.

## **Death**

13. In the event of death, the accrued payment for public holidays and floating holidays becomes part of the estate of the deceased.

## **Guarantee**

14. DIO III guarantees the special wage accrual scheme under the same provisions as apply to holiday allowance if the employee only has amounts under the special wage accrual scheme account to their credit upon leaving the enterprise.

<b>Art. 53 Senior employee scheme</b>
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## **Accrual**

1. Until 5 years prior to the calendar year in which the employee can draw national pension, the enterprise and employee can agree in writing that the employee may take days off for senior employees, including the number of days off for senior employees, or enter into an agreement to reduce the weekly working hours.

## **Placement**

2. The placement of senior work-free days or the change of weekly working hours shall, unless otherwise agreed, take place in accordance with the same provisions as apply to the placing of residual holiday entitlement.

## **Payment**

3. The days will be taken without pay, but the employee can choose to have an advance amount paid from the special wage accrual scheme, subject to the amount being available in the account.

## **Senior employee scheme of the 2017 collective agreement**

4. Employees who have signed an agreement on a senior employee scheme under the provision of the 2017 collective agreement before 1 March 2020 may freely choose whether they wish to continue or terminate it.

## **Art. 54 Employees receiving state pension**

In order to enable employees who are drawing their national pension to remain linked to the labour market by working to a limited extent or on an occasional basis, a written individual agreement may be concluded between the enterprise and the employee on the terms and conditions of employment of the employee, including the following:

- Reduction of working hours
- The employee may choose to receive payment of the enterprise's pension contribution in their wages instead of being paid into the pension fund.

## **Art. 55 Provisions on holiday leave for posted employees**

1. The provisions of [Articles 43-52](#) do not apply to posted employees, i.e. employees who normally perform their jobs outside Denmark and who are temporarily working in Denmark; cf. Act No. 849 of 21 July 2006 on the Posting of Employees.

### **Taking holidays**

2. Pursuant to the Danish Posting of Employees Act, posting enterprises shall ensure that posted employees have the number of paid holidays pursuant to the Holiday Act. The posted employee and the enterprise shall ensure that any additional holidays are taken according to the provisions of the country of origin.

### **Payment of holidays**

3. If pursuant to the holiday provisions in the country of origin, posted employees are entitled to fewer days of paid holidays per holiday year than the Holiday Act provides. The enterprise shall supplement this pro rata in relation to the period during which the employee performs work in Denmark up to the level in the Holiday Act.

Alternatively, it may be agreed between the enterprise and the employees that, insofar as the relevant legislation allows, the enterprise shall pay compensation to the employee for the shortfall in holiday days, as well as the salary. Settlement of the remaining contribution/allowance must, cf. the relevant provisions of the collective

agreement, appear from the payslip and be paid out/in for each pay period.

It follows from Article 6, sub-clause 1 of the Posting of Employees Act that if the legislation otherwise applying to the employment relationship is less favourable for the employee with regard to the length of the holiday and its payment, than Articles 7, 23 and 24 of the Holiday Act (the corresponding provisions in the new Holiday Act are Articles 5 and 16), the employer shall ensure that the employees are granted additional holidays and holiday pay so that their terms are equally favourable with those provided for by the Holiday Act. This means that if the holiday arrangement of the country of origin is less favourable than provided for by the Holiday Act, the employees may earn additional holidays and/or holiday allowance or holidays with pay during their posting to Denmark in accordance with the provisions of the Holiday Act. Under the Holiday Act, employees are entitled to five weeks' holiday with payment 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 Act but in a manner that fits into the holiday provisions of the country of origin.

#### **German enterprises**

4. With regard to German enterprises affiliated with ULAK, the German construction sector's holiday fund under the social fund for the construction sector SOKA-Bau, the parties agree that no check should be made as to whether holiday allowance and contributions to the special wage accrual scheme paid 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 provisions. According to the Danish-German holiday agreement, the above requires that a statement from ZVK-Bau has been submitted to the Danish trade union with the required gross list of employees.



# Chapter 11

## Cooperation

<b>Art. 56 Shop steward rules</b>
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### Shop steward

1. For each enterprise, its employed workers elect one of their number to be their representative and shop steward as well as being their spokesperson for the enterprise or its representative.

### Complaints or recommendations

2. When one or more employees, either because they feel wronged or for some other reason wish to do so, they are obliged to submit their complaints or recommendations to the enterprise, however, only if the matter cannot be settled satisfactorily by the latter's representative.

### Mutual complaints

3. The shop steward representative as well as the enterprise or its representative shall mutually submit their complaints or recommendations to each other and, only if the matter is not settled satisfactorily between these parties, shall they be free to request their organisations to deal with the matter. However, it is the duty of the parties to act for the uninterrupted continuation of work until another provision has been made by the organisations.

### Cooperation

4. It is the duty of both the enterprise or its representative and the duty of the shop steward to do their best to maintain and promote good cooperation in the enterprise.

### Election of shop steward

5. At each of the enterprise's production units and/or building sites with at least three employees, the employees shall elect a shop steward, from amongst themselves, to be their representative towards the enterprise or its representative.

If the number of employees is reduced to two or less, after the shop steward has been elected, the shop steward job shall cease unless both parties want to maintain it. Shop stewards are not elected in workplaces with two

or less employees unless requested by both parties.

Fewer individual employees may only participate in the election of one shop steward at the given production unit or building site, and may not be included in the eligible number of voters for more than one shop steward. Shop stewards can be elected for a maximum of two years. They may be re-elected.

The shop steward shall be elected from among the recognised competent employees who have worked in the enterprise in question for at least six months. If a minimum of at least three such employees with sufficient length of service cannot be found, this number shall be supplemented from amongst the employees with the longest service.

The parties agree that a shop steward's election shall take place during working hours. Location and time to be agreed upon locally.

### **Organisation**

6. The parties agree to highlight that there shall be no barriers to the organisation of the enterprise and its employees and that this organisation can be facilitated by access to induction for new employees.

### **Only employees**

7. Only employees who are members of a trade union under the collective agreement have voting rights.

### **Voting right for apprentices**

8. Apprentices may not be elected as shop stewards. Apprentices, including adult apprentices, have the right to vote for shop stewards in the branch of the enterprise in which they are employed at the time of the election.

### **Election validity**

9. The election is not valid until it has been approved by the trade union and notified to the enterprise in writing.

### **Compensation for loss of pay**

10. Shop steward work at the initiative of the enterprise shall not result in a loss of revenue for the shop steward representative.

### **Local agreements in the absence of an elected shop steward**

11. If no shop steward has been elected, local agreements that do not deviate from the collective agreement may be concluded subject to acceptance by more than half of the employees to be covered by the local agreement. The agreement must be made in writing and may not

comprise agreements on performance-related pay subject to [Chapter 7](#).

The agreement shall be notified to the union within 14 days of the conclusion of the agreement.

Where the number of employees who are or will be covered by an agreement entered into under this provision increases by 100% or more in relation to the number of employees covered by the agreement at the initial time the agreement was concluded, a majority of the employees who are covered by the agreement at the time of termination may terminate the agreement by giving two months' notice to expire at the end of a month.

### **Obligations**

12. However, in the performance of his/her duties, he/she shall not be permitted to neglect his/her duties or to confer with other staff during working hours unless he/she has in each case agreed with the enterprise's representative.

Exceptions to the above are that the shop steward shall have the opportunity to meet with new employees during working hours. The objective of the meeting is to provide information about the shop steward's collaboration with the enterprise and the option of joining the organisation. A meeting may, for instance, be set up in connection with an induction day for new enterprise employees, when an enterprise has recruited a certain number of new employees, or at established intervals.

The enterprise has the right to dismiss a shop steward like any other employee, but at the same time, it must be clear in the whole nature of the situation that such a step should not be taken without compelling reasons.

13. For the purpose of supporting his/her colleagues in the best possible way when pay and wage agreements are made under [Article 23](#) of the Collective Agreement for Floor Workers, the shop steward may request information about the enterprise's productivity, competitiveness, financial situation and outlook, including order book, market situation and output ratio.

## **Professional updating of former shop stewards**

14. An employee who ceases to be a shop steward after having functioned as such for a consecutive period of at least three years and who continues to be employed in the enterprise is entitled to negotiations with the enterprise about the employee's need for professional updating. The negotiations shall be held within one month of the employee ceasing to be a shop steward and at his/her request. As part of the negotiations, whether a need for professional updating exists and how the updating is to be completed should be clarified.
15. If no agreement can be reached, the employee is entitled to three weeks of professional updating. After having functioned as a shop steward for six consecutive years, the employee is entitled to six weeks of professional updating.
16. The employee receives pay pursuant to [Article 38](#) during the professional updating. It is a condition that the training and education are eligible for statutory compensation for loss of wages. The compensation for loss of wages accrues to the enterprise.
17. Support for professional updating may be granted from the Bygge- og Anlægsbranchens Udviklingsfond (Construction and Civil Engineering Sectors' Development Fund).

## **Settlement of industrial disputes**

18. If the United Federation of Danish Workers, 3F, considers that such dismissal is unjustified, DIO III is obliged to accept the Court of Arbitration's decision in the case.

## **Employees' club**

19. If the employees of an enterprise join together in a club or the like, the shop steward shall be the chairman.

If the employees join a club, the enterprise is required to:

- Provide employee lists indicating employees covered by the collective agreement.
- Update the lists when major changes occur.
- Charge a membership fee if requested by the club and the enterprise uses a payroll system that can automatically handle this fee

## **Club laws**

20. If agreements are made between employees concerning work or other matters in the enterprise, including club laws, they shall be

brought immediately to the knowledge of the shop stewards and shall be reported by him for approval by his organisation's executive committee, which shall then communicate it to the board of directors of the employers' organisation concerned. Without the approval of the executive committee, such agreements or decisions are ineffective.

#### **Art. 57 Health and safety representatives**

1. The same rules on election and termination of employment, time off for education and training apply to health and safety representatives as apply to shop stewards.
2. In addition, reference is made to the existing Working Environment Act (Lov om arbejdsmiljø) and the related Government Order.

#### **Art. 58 Continuing education and training of health and safety representatives**

Newly elected shop stewards and health and safety representatives shall be offered a training course of 2x2 days duration.

Shop stewards are entitled to participate in these courses within the first 18 months after being elected. In agreement with the enterprise, the health and safety at work representative may be given the corresponding opportunity. The trade union undertakes payment of the shop steward and the health and safety representative. The access to participation in the trade union's health and safety at work courses does not affect rights or obligations in relation to the health and safety at work training and education provided for by legislation.

#### **Art. 59 Cooperation and working environment**

1. Good cooperation between the management and the employees of an enterprise is an important factor for boosting the productivity and competitiveness of the enterprise as well as the employees' 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 May 2020, the contribution per work hour amounts to ..... DKK 0.55

From the start of the pay week that includes 1 May 2023, the contribution per work hour amounts to ..... DKK 0.65

3. By agreement, the contributions will be used for joint campaigns and activities in the occupational health and safety at work field, for the establishment and maintenance of measures in this field and for activities intended to promote cooperation between enterprise management and employees.

## Chapter 12

### Training and education

#### Art. 60 Continuing education and training

1. The organisations agree that, taking due account of the enterprise's circumstances, employees may obtain the necessary freedom to participate in their chosen continuing education and training.
2. During the continuing training and education referred to in sub-clause 1, the enterprise pays DKK 90.00 per hour.

The enterprise is reimbursed by the public sector.

In the event of any discontinuation of the public sector contribution, this agreement shall be renegotiated.

#### Art. 61 Education and training scheme

With the objective:

- Of developing the area of education and training and thereby the education and training levels in the building and construction industry and the wood and furniture industry and to ensure the availability of adequately skilled labour with sufficient technical/professional qualifications for the future building, construction and wood industry, including developing and testing not yet existing education and training as basic or continuing education and training in the traditional educational system.
- Of contributing to the funding of the technical and continuing education and training committees.
- Of financing education and training and industrial policy activities.
- Of developing and maintaining an electronic version of the estimating and pricing system.

an education and training scheme has been established between the partners to the collective agreement.

Funding is provided according to the following rules:

**Employees organised in the trade unions within the Federation of Building, Construction and Wood Workers' Unions (BAT-Kartellet) and enterprises organised in DIO III**

1. For employees organised in the trade unions within the Federation of Building, Construction and Wood Workers' Unions (BAT-Kartellet) and for enterprises organised in DIO III, the organisations pay the amounts fixed by the technical committees and the educational committees.

**Other enterprises**

2. It is agreed that, for enterprises that have acceded to the collective agreements and are not members of the Confederation of Danish Employers or the Building Profession's Cooperative National Union, the amount payable to the education and training fund is DKK 0.50 per hour.

**Art. 62 DA/LO Development Fund**

Employers shall pay a contribution to the education and training fund established between the central organisations, which is currently DKK 0.47 per working hour. The contribution is collected as determined by the central organisations.

**Art. 63 The Construction and Civil Engineering Sectors' Development Fund**

1. The organisations establish the Construction and Civil Engineering Sectors' Development Fund, the purpose of which is to support the participation of employees in continuing education and training.

**Time off for education and training**

2. After three months' employment and by agreement with the enterprise, employees are entitled to participate in a training and education course of their own choice of up to two weeks (ten working days).



3. After three months' employment, employees are, by agreement with the enterprise, entitled to participate in a training and education course within the scope of the collective agreement.

The employee is entitled to accumulate training and education weeks so that they can be transferred from one year to the next without lapsing. However, not more than 6 weeks may be requested to be taken within one calendar year.

4. The training and education may include participation in an individual skills assessment in relation to relevant vocational education and training within the scope of the collective agreement. Based on the skills assessment, a personal training and education plan is drawn up, and by agreement with the enterprise, the employee is entitled to participate in training and education according to the training and education plan.
5. In connection with a job change to another enterprise within the scope of the collective agreement, the employee may participate in education and training in accordance with their personal education and training plan taking into account the operations of the enterprise.

#### **Use of funds**

6. The fund may, for example, be used for the financing of:
  - Skills assessment
  - General and professional training and continuing training and education
  - Improving literacy and numeracy skills
  - Campaigns targeting training planning in the enterprise
  - Administrative costs connected with training activities

#### **Contribution**

7. The enterprise shall contribute DKK 520 per employee per year. The contribution is converted into an amount per work hour.

#### **Management and administration**

8. The organisations establish a new – or use the services of an existing – administration enterprise to manage the contributions paid.

Detailed guidelines are laid down in statutory instruments drawn up by the parties.

#### **Applications**

9. Enterprises may apply for financial resources from the fund.

10. Within the fund's financial resources, it may provide grants to wholly or partly cover employees' loss of pay in connection with education and training (according to the same guidelines as apply to the existing Building and Construction Industry Education and Training Fund), tuition fees, travelling expenses, etc.
11. The fund shall draw up an application form with detailed guidelines for payments from the fund.

### **Disagreements**

12. If the United Federation of Danish Workers or DIO III assesses that the Construction and Civil Engineering Sectors' Education and Training Fund is not functioning as intended, the issue may be taken up for discussion by the Board of Directors.
13. Specific disagreements may be settled by the industrial disputes procedure; [cf. Article 66](#). However, disagreements may not be forwarded to industrial arbitration.

## Chapter 13

### Social chapter

#### Art. 64 Reduced working capacity

##### **Pay and working hours**

1. Employees who either permanently or temporarily have reduced working capacity may enter into an agreement with the enterprise on pay 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 3](#).

Disagreements relating to the contract of employment can be dealt with under the same industrial disputes procedure as applies to other contracts of employment.

## Chapter 14 Termination of employment

<b>Art. 65 Rules on termination of employment</b>
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### Periods of notice for hourly-paid work

1. Periods of notice are as follows:

	<b>Enterprise</b>	<b>Employees</b>
From 0 - 8 weeks' employment	1 working day	1 working day
From 8 weeks - 1 year's employment	2 working days	2 working days
From 1 - 2 year's employment	3 working days	3 working days
From 2 year's employment	10 working days	10 working days

### Right to resign

2. Employees obliged to give notice of termination and engaged in piecework of a duration of less than five days are entitled to resign on completion of the piecework.

### Written notice of termination

3. The notice period commences after normal working hours on the day the notice of termination of employment is received by the other party. To be valid, the notice of termination shall be given in writing, and the recipient shall confirm receipt of the notice of termination by his signature.

If the termination cannot be delivered personally, it may be done by registered mail/certified delivery, sent within the above-mentioned time limits and the date of the postmark applies.

### Length of service

4. Employees who are dismissed but re-engaged within a period of nine months retain the length of service achieved at the time of dismissal. However, this does not apply if the enterprise offers a fixed-term or job-specific appointment for a period until expiry of the notice period, 1-3 and 10 working days.
5. Holidays, poor weather conditions, sickness, military service and absence as a result of pregnancy and confinement, see the Act on

Maternity/Paternity Leave (Lov om barselsorlov) etc. do not count as interruption of length of service.

### **Termination during periods of sickness and injury**

6. Employees who, through no fault of their own, suffer injury at work done for the enterprise or an occupational sickness which is clearly a result of the work done for the enterprise concerned, cannot be given notice of termination during the first eight weeks of the period of documented incapacity for work caused by such injury.
7. Employees with 4 months of seniority who are unable to work due to sickness may not be terminated within the first 8 weeks of the period during which they are unable to work due to sickness.

### **Time off in connection with dismissal**

8. Employees dismissed with a notice period provided for in the collective agreement due to restructuring, cutbacks, closures or other reasons for the enterprise are entitled to time off with pay for up to two hours to seek advice from their unemployment insurance fund or trade union. Such time off is granted at the earliest possible opportunity following the employee's dismissal and with due regard to the enterprise's operations.

### **Lapse of period of notice**

9. Notice periods for the enterprise lapse in the event of unemployment resulting from normal performance of the work being prevented or obstructed by other workers' work stoppage or lockout of or by other force majeure situations, which is not the fault of the enterprise.

## Chapter 15

### The industrial disputes procedure

<b>Art. 66 Industrial disputes</b>
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1. No dispute of an industrial nature between members of the under-signed organisations may cause a work stoppage, but the parties should strive to resolve such disagreements in accordance with the below provisions.
2. Disagreements of an industrial nature and within the scope of this collective agreement should be resolved at local level between the parties at the enterprise or workplace.
3. If so requested by the employees or the enterprise, a representative of the organisations may assist with the negotiations.

#### **Local arbitration**

4. If the dispute cannot be resolved at the local level, the parties may, via their respective organisations, request that it be submitted for mediation.
5. In any case, a mediation meeting shall be held, if requested by either party, within ten working days of receipt of the request for mediation from the counterparty organisation. The date of the mediation meeting shall be fixed according to mutual agreement between the organisations.
6. The organisation making a request for a mediation meeting on behalf of a member shall state the issues in dispute on the mediation request and enclose relevant annexes.
7. The mediation meeting should be held at the workplace if requested by either party.
8. Organisation representatives who have participated in the local negotiation may not at the same time act as mediation officers.
9. At the mediation meeting, negotiations are resumed with assistance from the mediation officers of the organisations, no less than one officer from each organisation. The mediation officers will seek to resolve the disagreement through direct negotiations. The mediators

take minutes of the negotiation result and sign them with binding effect for the parties.

### **Organisation meeting**

10. If the organisations agree, the matter in dispute may be considered at a meeting between the organisations before being referred to the Danish Labour Court or arbitration.
11. A request for an organisation meeting shall be made to the counterparty organisation within four weeks of the date the mediation meeting was held.
12. The organisation meeting should as far as possible be held within three weeks of receipt of the counterparty organisation's request for an organisation meeting. The date of the organisation meeting shall be fixed according to agreement between the parties.
13. Up to two representatives from each organisation will participate in the organisation meeting, one of whom will lead the negotiations on behalf of his organisation.
14. At the organisation meeting, the matter is presented orally to the mediation officers supplemented by representatives of the parties involved, whose attendance is compulsory.
15. Representatives of the organisation who have participated in local arbitration may not at the same time act as senior conciliator.
16. The senior mediator then seeks to resolve the dispute through direct negotiation.
17. Minutes of the negotiations are taken, including a list of the issues which have been resolved as well as the matters on which agreement has not been reached. The minutes are signed by the organisations' head negotiators.  
The outcome of the organisation meeting is binding on the parties.
18. If the trade union can prove circumstances that give cause for assuming that the provisions of the collective agreement were not observed, e.g. if the trade union has attempted unsuccessfully to contact the enterprise, the enterprise shall prove to the DIO III that the provisions of the collective agreement have been adhered to.

DIO III shall present the documentation to the trade union upon request.

If, in the course of negotiations, it is ascertained that the provisions of the collective agreement have been observed, the case is closed.

If, in the course of negotiations, it is ascertained that the provisions of the collective agreement have not been observed, DIO III approaches the enterprise with a view to ordering it to rectify matters. DIO III sends a copy of the letter to the union, and if matters are not rectified without delay, the union may bring the case before the Danish Labour Court.

### **Industrial arbitration**

19. If attempts at reaching agreement fail through the above-mentioned Industrial Disputes Procedure, the issue in dispute, if it concerns the interpretation of an existing pay agreement with general provisions or a collective agreement existing between the organisations concerned, shall be resolved by industrial arbitration if requested by either organisation.
20. The organisation desiring a dispute to be resolved by way of arbitration decision shall submit a request to this effect to the opposing organisation within four weeks of the date of the mediation meeting or the organisation meeting.
21. The request for arbitration shall state the nature and extent of the dispute and include copies of the minutes of the preceding Industrial Disputes Procedure.
22. The date and time for the arbitration proceedings are fixed according to agreement between the organisations.
23. The court of arbitration shall consist of five members, two appointed by each organisation involved and one umpire appointed by the said organisations. Failing agreement about the appointment of umpire, the organisations shall ask the President of the Danish Labour Court to appoint the umpire.
24. Industrial issues shall be considered by an umpire with knowledge of the industry, and legal issues by a legally qualified umpire.
25. Industrial issues normally means issues relating to the piece rate list/schedule of wages or issues relating to interpretation of piece



rates, and legal issues normally means other issues relating to the collective agreement.

26. Failing agreement about whether an issue shall be considered by the umpire with knowledge of the industry or the legally qualified umpire, both umpires shall be called in to jointly hear the case on its merits and make a decision on the case.
27. If the organisations find it relevant, they may jointly elect a permanent professional umpire and/or legal umpire for a period of one calendar year at a time. They may be re-elected.
28. In cases of industrial issues, cf. sub-clause 25, the claimant organisation shall, within ten working days before the arbitration proceedings, submit written points of claim, including the case documents it wishes to produce at the proceedings, to the opposing party and the umpire. Similarly, the respondent organisation shall submit its points of defence and any annexes not later than five working days before the arbitration proceedings, to the opposing party and the umpire.
29. In other cases, the claimant organisation shall within 20 working days before the arbitration proceedings submit written points of claim, including the case documents it wishes to produce at the proceedings, to the opposing party and the umpire. Similarly, the respondent organisation shall submit its points of defence and any annexes no later than ten working days prior to the arbitration proceedings, to the counterpart and the umpire. Any exchange of reply and rejoinder shall be made not later than six working days before the arbitration proceedings by the complainant and not later than two working days before the arbitration proceedings by the respondent, respectively.
30. During the hearing, the matter in dispute is presented orally by a representative of the organisations, who may not at the same time be a member of the arbitration tribunal.
31. The umpire is the chairman of the tribunal and presides over the proceedings. After the deliberation, the dispute is decided by a simple majority of votes.
32. If no ruling on the case is reached, the umpire shall determine the issue by making a reasoned award.
33. Persons having personal interests in the workplace, the working conditions of which have been referred to mediation or arbitration, cannot

be members of the mediation committee or Court of Arbitration set up to consider such issues.

### **Disputes**

34. The Industrial Disputes Procedure does not limit the rights of the relevant organisations or their members to participate in work stoppages ordered by the Confederation of Danish Employers or the Danish Confederation of Trade Unions, without prior mediation and arbitration.

### **Time limits**

35. If the claimant fails to observe the above-mentioned time limits, the complainant has lost the case and the right to proceed with the issue in dispute.
36. The above provision may only be dispensed with if a prior written agreement to this effect has been concluded between the organisations.

## **Art. 67 Payment after settlement of industrial disputes**

Amounts due for payment after settlement of industrial disputes, are paid in connection with the first succeeding wage payment day, but not earlier than five working days after the award and distribution list were sent to and received by the parties to the case.

## **Art. 68 Pay and working conditions of foreign employees**

### **Introductory provisions**

1. The objective of the provisions is to uphold the provisions of the collective agreement. The provisions may not be invoked to demand disclosure of information on pay in order to gain general knowledge of the pay conditions in the enterprise.
2. The parties to the collective agreement are in agreement that all work in the Construction and civil engineering industry sector in Denmark shall be performed in accordance with the provisions of the collective

agreement, so that employees' wages, working hours and other working conditions are secured.

3. The parties agree, therefore, that all enterprises should, in the contracts for the provision of construction and civil engineering works which they conclude with their subcontractors, always ensure that the subcontractors have in-depth knowledge of the applicable Danish collective agreements and contractual terms.
4. Furthermore, the parties recommend that the enterprises include clauses in the building construction contracts stating that the subcontractor is obliged to observe the provisions of the relevant FH, Danish Confederation of Trade Unions', collective agreements applicable at any time in relation to the employees who carry out the work, and that non-compliance with this requirement will be considered a material breach of this requirement.
5. It is agreed that the above contract clause means that work stoppages intended to force an enterprise to sign the relevant collective agreement may be avoided because the subcontractor is obliged to comply with its provisions.

### **Organisation meeting**

6. If the union proves circumstances which give reason to assume that the provisions of the collective agreement have been violated, e.g. if the union has tried to contact the enterprise without success, the enterprise shall immediately communicate with DIO III. Similarly, DIO III must immediately communicate with the trade union.
7. Such approaches shall result in an organisation meeting being convened immediately between the parties to the collective agreement. In addition to the parties to the collective agreement, the principal and the subcontractor shall also participate. The meeting shall be held at the building site within 48 hours, unless otherwise agreed.
8. All relevant background information shall be presented at the organisation meeting. At the organisation meeting, the onus is on the subcontractor to prove compliance with the provisions of the collective agreement.
9. Furthermore, at the organisation meeting, the parties may discuss the fact that the subcontractor is not covered by a collective agreement.

If any of the relevant background information cannot be presented at the organisation meeting, it must be submitted to the union no later than 72 hours after the organisation meeting.

10. If the claim concerns a single employee, the disclosure of background information relating to such employee will require his/her consent.
11. If the requirement to disclose background information concerns a staff group, the disclosure does not require their consent, but the information must be presented in a manner which ensures their anonymity.
12. If, in the course of negotiations, it is ascertained that the provisions of the collective agreement have been observed, the case is closed.

### **Industrial arbitration**

13. If agreement on whether the provisions of the collective agreement cannot immediately be reached during the organisation meeting, a permanent umpire appointed by the Danish Labour Court may accede to the arbitration tribunal in order to deliver an arbitration award as quickly as possible.
14. In cases involving enterprises which are not members of DIO III, the tribunal shall comprise representatives of the enterprise and the trade union.
15. Based on the information submitted, the Court of Arbitration decides in its award whether the provisions of the collective agreement have been observed and – to the extent possible – determines any additional amount due to be paid.
16. If the organisation meeting or the arbitration conclude that the provisions of the collective agreement have not been observed, DIO III is obliged to communicate with the original principal with a view to the latter contributing to the resolution of the matter. DIO III shall inform the trade union hereof.

### **Briefing the unions**

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

### **Confidentiality**

18. The parties agree that any and all disclosed information on wages shall be treated as confidential and may only be used in settlement

of industrial disputes regarding the question of applicability of the provisions of the collective agreement and that it may not in any manner be made public unless the case has been concluded by way of industrial arbitration or in the Danish Labour Court.

**Art. 69 Settlement of industrial disputes involving summary dismissal**

1. In cases involving instant dismissal, a mediation meeting shall be held no later than five working days after receipt of the counterparty organisation's mediation request, unless agreed otherwise.
2. If the parties cannot reach agreement in a case involving instant dismissal at the mediation meeting, the parties may request that the dispute be settled by way of industrial arbitration.
3. If such request for arbitration has been made, the parties may additionally request an organisation meeting and/or a negotiation meeting, provided that such meeting may be held without changing the date of the industrial arbitration.
4. The organisation desiring the case to be referred to further proceedings shall, no later than ten working days of the date of the mediation meeting/organisations meeting, file a written request for industrial arbitration.

This time limit may be derogated from by agreement.

**Art. 70 The Danish Labour Court**

In the event of an alleged breach of the provisions of the collective agreement, a joint meeting with the participation of the Confederation of Danish Employers and the Danish Trade Union Confederation shall be held before the case is brought before the Danish Labour Court.

### **Art. 71 Urgent cases**

If a dispute arises between an enterprise and an employee about the quality of the work performed, the matter may be submitted as an urgent cases. In that case, the procedure follows the time limits specified in the 'Standard procedure for the settlement of industrial disputes'.

### **Art. 72 Work stoppage and refusal due to health and safety matters**

1. The provisions of the collective agreement do not limit the employees' right to participate in work stoppages without prior mediation or arbitration subject to 'Standard procedure for the settlement of industrial disputes'.
2. In this connection, reference is made to Article 17, sub-clause 2 of the Standard Procedure which states that in the event of a health and safety hazard, the employee is entitled to stop the work.

## Chapter 16 Equal Pay Board

### Art. 73 Equal pay board

The parties to the collective agreement have established an Equal Pay Board based on the principles specified below:

#### **Overall framework**

1. The Equal Pay Board is established on the basis of the model used for the Danish Board of Dismissals.
2. The Board will examine cases regarding the interpretation and understanding as well as violations of the provisions of the Danish Equal Pay Act (ligelønsloven) and the manner of their implementation in the collective agreement. Matters concerning implementation agreements must be brought before the Board, unless they are covered by the provisions of Articles 11, sub-clause 2, and 22, sub-clause 1 of the Labour Court Act
3. The Board primarily has to be able to decide on disputes concerning the central provisions of the Act, namely Article 1, sub-clauses 1-3, and Article 3.
4. Issues relating to Section 5a(4) of the Act and the relevant provisions of agreements shall primarily be resolved pursuant to the stipulations of the Cooperation Agreement. Only legal disputes in the form of disagreements regarding breaches or interpretation of the provisions may be brought before the Board.
5. The parties agree to strive to establish a unified system of sanctions.
6. Where a particular matter includes aspects relating to breaches and interpretations of the equal pay provisions and other elements of the collective agreement at the same time, the Board may also address these additional elements of the collective agreement. However, if such other issues require very specific knowledge of the provisions of the collective agreement, they may on request be referred to the industrial disputes procedure for independent consideration.
7. Cases may not be submitted to the Board until the ordinary negotiation channels in the industrial law system have been completely

exhausted. This implies that local negotiations, the mediation meeting and the organisation meeting have all been held. Furthermore, the Board must hold a preparatory meeting similar to the type of meetings with the Danish Board of Dismissals.

8. The parties to the collective agreement agree that the time limits that apply to the dispute resolution procedure of the Danish Board of Dismissals are not expedient for the handling of equal pay cases which often involve many facts that need to be examined. It has, therefore, been agreed that it is appropriate to set other time limits that will better balance the need for a quick decision and due consideration of a proper statement of the cases.
9. In that case, a board of this type will be established in accordance with the above guidelines, with the necessary adaptations.



## Chapter 17

### Other provisions

#### Art. 74 Employment code

The parties to the collective agreement agree that it must be voluntary for employees to enter into agreements with the enterprise on the purchase of services in connection with the employment contract and that, according to the parties' understanding, it will be contrary to the provisions of the collective agreement to make a contract of employment conditional on the employees' entering into such agreement.

#### Art. 75 Electronic documents

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

#### Art. 76 Duration of the collective agreement

This collective agreement and related negotiated protocols and piece rate lists, etc., come into force on 1 March 2023 and, in compliance with the rules in force at any time, are effective between the parties to the collective agreement until terminated in writing to expire on 1 March, but not earlier than on 1 March 2025.

Copenhagen, 7 March 2023

On behalf of the United Federation of Danish Workers:  
For DIO III:

Claus von Elling

Niels Grøn

## Chapter 18 Apprentices

### Art. 1 Daily / weekly working hours

1. The daily and weekly working hours (including days off) as well as the timing hereof are the same as those applicable to other employees in the same enterprise.

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

### Floating holidays

2. The five floating holidays to which apprentices are entitled are paid when taken at the rate of the agreed apprentice pay.

The timing of the floating holidays is determined according to the provisions of the Holiday Act on the timing of any residual holiday entitlement.

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

Apprentices who commence or finish an apprenticeship relationship qualify for a half-day floating holiday per month of employment up to a maximum of five floating holidays per calendar year.

In the other calendar years, apprentices are entitled to five floating holidays per calendar year.

Apprentices receive compensation for floating holidays not taken.

### Art. 2 Apprenticeship

See the government order on training and education for the trade concerned.

## Art. 3 Pay

1. The following minimum wage for apprentices will be paid from the beginning of the pay week that includes:

<b>1 May 2023</b>	Per hour	Per week
1st pay period, variable	DKK 73.45	DKK 2.717.65
2nd pay period, 52 weeks	DKK 88.75	DKK 3.283.75
3rd pay period, 52 weeks	DKK 101.10	DKK 3.740.70
4th pay period, 52 weeks	DKK 122.05	DKK 4.515.85
<b>1 January 2024</b>		
1st pay period, variable	DKK 76.05	DKK 2.813.85
2nd pay period, 52 weeks	DKK 91.90	DKK 3.400.30
3rd pay period, 52 weeks	DKK 104.65	DKK 3.872.05
4th pay period, 52 weeks	DKK 126.35	DKK 4.674.95

2. Irrespective of the date of commencement, pay rates will always be regulated in arrears from the final date of the test for completed apprenticeship by 52 weeks for the 4<sup>th</sup>, 3<sup>rd</sup> and 2<sup>nd</sup> pay scales.

### **EUX apprentices**

#### **Training agreements concluded before 1 August 2020**

3. EUX apprentices follow the collective agreement for trainees of the trade concerned, however, so the pay is governed as follows:
  - Irrespective of the commencement date, the pay is regulated in arrears from 1 February if the end of the test for the completed apprenticeship is on the last Friday of March and from 1 August if the end of the test for the completed apprenticeship is on the last Friday of September in the final year, by 52 weeks for the 4<sup>th</sup>, 3<sup>rd</sup> and 2<sup>nd</sup> pay scales, respectively. Any pay earlier in the course of the training and education is paid at the rate for pay scale 1 and is variable in terms of time.

- The training period after 1 February or 1 August, respectively, in the final year is paid at the minimum rate/minimum hourly pay for journeymen/adult employees in the relevant collective agreement.

### **Training agreements concluded after 1 August 2020**

EUX apprentices follow the collective agreement for trainees of the trade concerned, however, so the pay is governed as follows:

- Regardless of the start date, wages are adjusted retrospectively
  - from 1 February for apprenticeship tests ending on the last Friday of September in the final year
  - and from 1 August for the test for completed apprenticeship ending on the last Friday of the following March of the year of completion
- The retroactive adjustment is made at one year for the 4th, 3rd and 2nd pay bands, accordingly. Any pay earlier in the course of the training and education is paid at the rate for pay scale 1 and is variable in terms of time.
- The education and training period between 1 February or the last Friday in September or 1 August in the final year and the last Friday in the following March in the final year is paid at the minimum rate/minimum hourly wage for journeymen/adult employees at any time in the respective collective agreement.

The enterprise and the apprentices who have started vocational training before 1 August 2020 may agree to transfer to training and education in accordance with the new government order with any transitional mechanisms determined by the school in the local curriculum.

<h3><b>Art. 4 Overtime</b></h3>
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1. Apprentices aged 18 may perform overtime work according to the same guidelines and to the same extent as applies to other employees.
2. The working hours of apprentices under 18 years of age may not exceed the usual working hours of other employees.
3. Apprentices under 18 years of age must not be employed for more than a total of ten hours per day.

4. For work performed outside of established normal daily working hours, work is paid according to the wage scale step on which the apprentice is placed, and supplements are provided according to sub-clauses 6, 7, 8 and 9 below.
5. In addition to the pay in sub-clause 4, apprentices who perform overtime are paid 12½% in holiday allowance that is paid in the main holiday period.

**Calculation of apprentices' overtime**

6. All overtime hours, including Sundays and public holidays, are paid with a supplement of DKK per hour from the beginning of the pay week that includes the following dates:

**1 May 2023 per hour**

1st pay period, variable .....	DKK 73.45
2nd pay period, 52 weeks .....	DKK 88.75
3rd pay period, 52 weeks .....	DKK 101.70
4th pay period, 52 weeks .....	DKK 122.05

**1 January 2024 per hour**

1st pay period, variable .....	DKK 76.05
2nd pay period, 52 weeks .....	DKK 91.90
3rd pay period, 52 weeks .....	DKK 104.65
4th pay period, 52 weeks .....	DKK 126.35

7. All overtime hours on Easter Sunday, Whitsunday, Christmas Day will be paid with a supplement per hour of DKK from the beginning of the pay week that includes the following dates:

**1 May 2023 per hour**

1st pay period, variable .....	DKK 110.20
2nd pay period, 52 weeks .....	DKK 133.15
3rd pay period, 52 weeks .....	DKK 151.65
4th pay period, 52 weeks .....	DKK 183.10

### **1 January 2024 per hour**

1st pay period, variable .....	DKK 114.05
2nd pay period, 52 weeks .....	DKK 137.85
3rd pay period, 52 weeks .....	DKK 157.00
4th pay period, 52 weeks .....	DKK 189.50

### **Overtime for adult apprentices**

8. An hourly supplement shall be paid for all overtime hours, including Sundays and public holidays, from the beginning of the pay week which including the following dates:

1 May 2023 .....	DKK 151.30
1 January 2024 .....	DKK 156.60

9. All overtime hours on Easter Sunday, Whitsunday, Christmas Day will be paid with a supplement per hour of DKK from the beginning of the pay week that includes the following dates:

1 May 2023 .....	DKK 226.95
1 January 2024 .....	DKK 234.90

<b>Art. 5 Adult apprentices</b>
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In the event that an enterprise wishes to receive the special rate of reimbursement for adult apprentices paid by the Employers' Reimbursement Scheme (AUB), two special conditions must have been met:

The adult apprentices must be at least 25 years of age when the training and education commence.

- During the training and education, pay must amount to not less than the minimum pay rate of the trade, cf. [Article 21](#).

## **Art. 6 Apprentices' participation in journeymen's piecework**

Where apprentices and adult apprentices participate in piecework, reference is made to the provisions applying to other employees.

When other employees pay a piecework surplus to apprentices and adult apprentices, the related holiday allowance and payment for public holidays accrued on the piecework are allotted to the apprentices.

## **Art. 7 Terms of pay and employment**

### **Payment of wages**

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

### **Pregnancy examinations**

2. Apprentices are entitled to time off according to the same rules as those applying to other employees at the pay rate applying to the apprentice in question but not exceeding the maximum rate applying to other employees.

### **Maternity/paternity pay**

3. Apprentices are entitled to time off according to the same rules as those applying to other employees at the pay rate applying to the apprentice in question but not exceeding the maximum rate applying to other employees.

### **Child's first sick day**

4. Apprentices are entitled to time off according to the same rules as apply to other employees but at the pay rate applying to the apprentice in question, however, not exceeding the maximum rate applying to other employees.

### **Health scheme**

5. Apprentices are covered by the same health scheme as applies to adult employees.



**Periods in school**

- 6. During periods in school, apprentices are paid at the rate of pay applying to the apprentice in question.

**Appearance before a draft board**

- 7. When the apprentice is to appear before a draft board within normal working hours, the apprentice is paid wages for the time spent.

**Art. 8 Special wage accrual scheme**

**Special wage accrual scheme**

- 1. In the case of apprentices employed under the collective agreement, a special wage accrual scheme shall be established to which the employer shall pay the following amount from the beginning of the pay week that includes:

1 March 2020 .....3%

including 1 March 2024 .....5%

Holiday pay is included in the amount

**Payment**

- 2. The amount is paid to the employees together with the wage for the month of December. By agreement, the amount may instead be paid into the apprentice’s pension account to the extent that such account has been established in accordance with the provisions of the collective agreement.
- 3. Upon resignation, the balance is paid to the employee together with the final wages.

**Art. 9 Pension**

- 1. Apprentices will be covered by the pension scheme when they attain the age of 18 years (until 1 September 2020, 20 years) and have had six months' paid work.
- 2. Rates of contributions to the pension scheme are shown in [Chapter 8, Article 36](#).

## **Art. 10 Insurance benefits to apprentices**

1. Apprentices who are not already covered by an employer-paid pension or insurance scheme may claim the following insurance benefits:

Ongoing pension for early retirement pension (annual)

DKK..... 33,000

Lump sum payment for certain critical sickness conditions

DKK..... 100,000

Lump sum death benefit .....

DKK..... 100,000

### **PensionDanmark's health scheme**

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

## **Art. 11 Workwear**

1. Apprentices in training and education have the right to receive 2 sets of workwear provided by the enterprise each year – the first time after the end of the qualifying period.
2. The workwear shall be of usual and good quality.

## **Art. 12 Safety footwear**

The enterprise provides safety footwear at the start of the training and education and during the subsequent apprenticeship according to the same rules as those applying to other employees.

## **Art. 13 Tools**

The enterprise provides and maintains 1 set of hand tools, including knife blades and knee pads according to the tools list for floor layer apprentices approved by the professional committee. The tools are handed over to the apprentice after passing the apprenticeship test.

The tool handed over to the apprentice upon passing the apprenticeship test is a full set of tools according to the currently applicable tool list approved by the professional committee at the time of the training.

## **Art. 14 Travel allowance**

### **Trainee period**

1. Apprentices receive travel allowance according to the same rules as those applying to other employees.

### **Driving time**

2. Driving time is 50% of the rate of other employees.

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

3. Where the apprentice performs work away from the usual place of work and work requiring him/her to be away from his/her home overnight, payment is made in accordance with the same rules as apply to other employees.

### **Periods in school**

4. Where an apprentice's total journey to and from school is 20 km or more, compensation for their transportation expenses will be paid.

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.

5. It is a condition for receiving the travel allowance that the apprentice could not attend classes at a school situated closer to the apprentice's place of residence or place of training than the school attended.

6. Public transport must be used to the widest extent possible. If the use of such means of transport would cause unreasonable inconvenience to the apprentice concerned, the trainee may use their own means of transport.
7. If public transport is used, compensation for the actual expenses paid will be paid. The cheapest and most efficient method of transport shall be used taking local conditions into account, and wherever possible season tickets, clip cards, etc. must be used.
8. If an apprentice uses his/her own means of transport, compensation corresponding to the current transportation allowance at the time shall be paid to participants in continuing training and education courses, currently DKK 1.10 per km when the total travelling distance to and from school is 20 km or more. The amount is adjusted in agreement with the rates set for each income year by the Danish Tax Assessment Council in accordance with Article 9 C of the Danish Tax Assessment Act.

In the event that legislation in this field is amended, this provision may be terminated by issuing three months' notice of annulment to the end of the life of the collective agreement.

9. Accommodated apprentices are compensated for their transportation expenses for the distance to and from their lodgings and 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 sub-clause 4 has been met.
10. The enterprise pays the expenses for vocational training accommodation when the apprentice has been admitted to a residence hall, and this is necessary for the apprentice's completion of the training and education programme.

Vocational training accommodation is considered necessary when the situation for the enterprise using the options for open enrolment or the training and education programme is that it can only be completed at a school where the apprentice is entitled to be admitted to a residence hall pursuant to Article 3(1) of government order 290/2009 (commuting time more than 75 minutes).

The apprentice's own relocation will not trigger entitlement to payment by the enterprise for vocational training accommodation.

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

Enterprises may have the expenses of apprentice's accommodation in residence halls covered by the Construction and Civil Engineering Sectors' Development Fund (Bygge- og Anlægsbranchens Udviklingsfond) unless, when using the options for open enrolment, the enterprise has ordered an apprentice to attend a school other than that which is nearest to the location of the enterprise and the apprentice's address and field of training and education.

### **Note**

The provisions in sub-clause 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 and LO (the Danish Confederation of Trade Unions) in the official conciliator's draft settlement of 21 March 2014.

Implementation of the draft settlement means that enterprises shall pay the expenses incurred by apprentices in vocational training for residence halls when their stay is necessary for their completion of the training and education programme.

The enterprise's expenses for apprentices in vocational training accommodation are reimbursed via the Employers' Reimbursement Scheme (AUB), which already reimburses travelling expenses today.

If the Danish Parliament adopts the new provisions, these provisions will replace the collective agreement's present provisions on payment of vocational training accommodation from the date when the new provisions enter into force. In this context, separate and more extensive information about the new provisions shall be provided.

To the extent that the new provisions in the Danish Act on Vocational Training should be amended at some later date 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 the Confederation of Danish Employers and the Danish Confederation of Trade Unions.

12. The provisions of sub-clauses 5, 6 and 7 apply similarly to transportation allowance pursuant to sub-clause 4.
13. When documentation has been received, the above transportation allowance is paid in arrears on the usual pay days.
14. If public or general solutions should be found in the field of “travel allowance during periods in school”, such provisions will replace the above provisions.
15. If transport between several departments of a training school is necessary on the same day, compensation will be paid irrespective of the conditions on distance set out in sub-clause 4.

### **Art. 15 Welfare facilities**

The same rules apply as for any other employees.

### **Art. 16 Holiday provisions**

1. See the provisions of the Holiday Act.

#### **Holiday guarantee scheme**

2. With regard to holiday pay/holiday allowance, the holiday guarantee agreement concluded between the organisations also applies to apprentices.

### **Art. 17 Special provisions**

#### **Vocational school**

1. The following applies to apprentices:
  - 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 apprenticeship test for completed apprenticeship.

## **Art. 18 Occupational health and safety training and education**

The enterprise pays for the books required for the occupational health and safety training and education according to the book list for floor layer apprentices approved by the professional committee.

The school provides the books in connection with the apprentice's participation in occupational health and safety training and education.

## **Art. 19 Settlement of industrial disputes**

1. If the organisations receive complaints about inadequate training and education and related conditions – such as, e.g., the relevance of work tasks, quality, duration, termination, personal relations between apprentices, enterprise, journeymen, (attendance), etc. – the complaint shall be presented to the relevant industrial committee. The committee shall then consider the case in accordance with the provisions of the Danish Vocational Education and Training Act and generally according to the provisions agreed between the organisations.
2. Other disagreements between the apprentice and enterprise are sought settled in advance by negotiation in accordance with the rules for industrial disputes (i.e. local negotiation, local arbitration/arbitration, organisational meeting/organisational mediation), however, disagreements between the apprentice and enterprise cannot be transferred to arbitration. If an agreement is not reached, the matter shall be referred to the industrial committee before proceeding with the Disputes Board. If an agreement is reached and the collective agreement is not complied with, it shall be considered a breach of this provision, and the matter may be brought before the Danish Labour Court.
3. If a case is passed on to the Disputes Board and is rejected by the latter because it is interpreted as the apprentice section of the collective agreement, the matter shall be re-examined between the organisations. If an agreement is not reached, cases of this nature may be referred for industrial arbitration for a final decision.

## **Protocols**

### **Protocol on health and safety at work**

The parties agree to work together on health and safety at work to reduce accidents and attrition in the industry. A multi-pronged effort containing the enterprises' health and safety activities, the parties support of the enterprises' activities and the authority's activities is needed.

This health and safety at work protocol outline this multi-faceted approach, including the following:

- (1) Health and safety at work in enterprises
- (2) The parties' engagement with enterprises
- (3) BAM-BUS and knowledge service (Videntjenesten)
- (4) The parties' health and safety at work policy measures

The individual components are explained in more detail below.

#### **(1) Health and safety at work in enterprises**

The organisations below agree that health and safety at work are important elements in connection with day-to-day work. Observance of the provisions in force at any time pertaining to health and safety at work is a necessity to ensure the health and safety of employees just as the exercise of proper care and attention to matters that may contribute to improving the future health and safety at work standards at the enterprise or in the broader industry is generally of significant importance.

Consequently, the parties agree to encourage employees and the enterprise's management to cooperate constructively to ensure high health and safety standards. For enterprises where a health and safety at work organisation (HSO) is required, cooperation occurs within the framework of such an organisation.

Meanwhile, the parties agree that, under current provisions, the



enterprise's management remains liable for ensuring that individual employees are given the possibility of performing their work in accordance with this. The employer shall therefore provide the necessary safety measures and technical aids and provide employees with appropriate instructions for the performance of the work. In this context, the individual employee may seek guidance if the employee is in doubt as to whether a work situation carries a health and safety risk. The guideline can be obtained via the enterprise's health and safety organisation (HSO), the Construction Industry's Health And Safety At Work Bus (BAM-BUS), the Sector Association For Health And Safety In Construction And Civil Engineering (BFA Bygge- og Anlæg), the organisations or the National Working Environment Authority.

The parties further agree that the employees have a duty to contribute to ensuring appropriate health and safety working conditions within their field of activity. 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 at work provisions, this will be considered a material breach of the employment relationship, which may occasion employment law consequences. Disagreements about this can be settled in accordance with the collective agreement's provisions for handling industrial disputes.

## **(2) The parties' engagement efforts with enterprises**

The parties agree on the importance of preventive efforts concerning health and safety at work in enterprises.

Consequently, the parties are implementing collaboration initiatives on health and safety at work in enterprises and behavioural conduct. The activities target both the employer and the employees.

Health and safety at work in enterprises

One of the requirements of the legislation is that enterprises and employees cooperate regarding health and safety at work. Enterprises with ten or more employees do so through a health and safety at work organisation (AMO), while enterprises with fewer than ten employees do so via direct collaboration between the employer and the employees.

The AMO provisions will be revised and updated in 2023. When documents of the Sector Association For Health And Safety In Construction

And Civil Engineering (BFA Bygge- og Anlæg) have been updated, the parties will jointly disseminate the documents targeting enterprises with and without an HSO.

Activities related to safety culture and behaviour

In order to support the preventive health and safety work in the enterprises, it is important to also work to impact the safety culture and behaviour in the industry with a view to reducing industrial/occupational injuries and attrition.

The parties will therefore commence:

1. A mapping of initiatives already taken by the industry
2. Specification of initiatives needed
3. Initiatives, including knowledge sharing on various behaviour-regulating tools, e.g. in an online idea catalogue

### **(3) The Construction Industry's Health and Safety at Work Bus and Knowledge Service for Building Contractors and Consultants**

The Construction Industry's Health and Safety at Work Bus (Byggeriets Arbejdsmiljøbus – BAM-BUS) is a joint, mobile consultancy service, the purpose of which is to promote sound health and safety at work practices and knowledge about the development of a good working environment and prevention of health and safety challenges on building sites and for construction enterprises and their employees. BAM-BUS currently has ten full-time consultants, a secretary and a secretariat manager.

The knowledge service (Videntjeneste) for building contractors and consultants is intended to help share knowledge with the actors in the planning phase of value creation in the building processes through solid health and safety at work efforts. On the condition that financing can be made available, the Knowledge Service will be integrated with Construction Industry's Health And Safety At Work Bus (BAM-BUS) from 2025 in connection with new target and framework plan.

The parties agree:

- The resources required to operate the BAM BUS is DKK 0.12 per hour, and the funds be collected from the existing Foundation for Cooperation and Working Environment
- that BAM-BUS shall continue to collect knowledge and share it

with enterprises, employees and organisations. The communication activities must be coordinated with the Sector Association For Health And Safety In Construction And Civil Engineering (BFA Bygge- og Anlæg)

- That BAM-BUS should continue to operate as a consultative service where the consultants are neutral in relation to the parties' individual interests
- To take the initiative to ensure that from 2025, BAM-BUS can offer occupational health and safety education and training. During 2023 and 2024, the parties must determine how the supplementary health and safety training can be included as a core service/offer from 2025 as well as the financing, content and scope.

Either party may terminate the collective agreement giving six months' notice before the end of the life of the collective agreement.

#### **(4) The parties' health and safety at work policy measures**

The national health and safety at work goals, including industry goals, establish the direction and address the greatest challenges in the construction and civil engineering sector. The parties agreed that there is a need for sufficient resources for the National Working Environment Authority and the parties to work to achieve these goals.

The parties agree on the following in relation to the National Working Environment Authority:

- The National Working Environment Authority's efforts, knowledge and skills must be reinforced in order to achieve greater health and safety at work.
- Focus on proper 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 building contractors all carry responsibilities in accordance with the Working Environment Act. The National Working Environment Authority shall monitor the compliance by each

of the players with their obligations under the working environment legislation

- The National Working Environment Authority's focus on the employer's obligations must be maintained, but initiatives aimed at building contractors, consulting engineers, project engineers, suppliers and employees should also be taken
- The initiatives should be maintained over an extended time period, both to enhance the impact in the long term and to consolidate the National Working Environment Authority's knowledge base in this field.
- Early cooperation between the National 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

Copenhagen, 7 March 2023

## **Protocol on skills development in the building and construction industry**

The parties to the collective agreement agree that it is relevant to focus on increased skills' development of employees in the industry.

There is a need to increase the training and education efforts broadly across the industry in relation to enhancing employees' general skills, while also having more unskilled employees train to become skilled employees and giving skilled employees in the industry training and education opportunities at an advanced level within the industry.

Skills development of employees within the digital and green transition as well as new technology is important to the enterprises' development and growth and for the employees' possibilities of maintaining and developing their job opportunities.

In light of this context, the parties to the collective agreement agree:

1. To focus on the need to enhance the general reading and writing skills of employees in the industry, including proficiency in Danish among foreign employees in the industry. The parties also agree that there is a lack of efficient public training offers to the target group.

Grants may be sought from the Construction and Civil Engineering Sectors' Development Fund for training of people with dyslexia (OBU), preparatory adult education (FVU) and general adult education (AVU).

2. that there is a need for skills' development within the industry, in particular within the digital and green transition spheres.

The parties, therefore, agree that the Board of Directors of the Construction and Civil Engineering Sectors' Development Fund shall

- increase the subsidy from the Construction and Civil Engineering Industry Development Fund for some courses regarding the green and digital transition, automation, and other technology in production as well as other specific courses.

- Promote the courses referenced above on PensionDanmark's website.
- Implement subsidised tuition fees for selected courses and/or training and education.

Increased number of grants/subsidies and participation fees for activities commenced in the period from 1 August 2023 and for the life of the collective agreement may be applied for unless the parties agree on a longer period and provided that there is allocated funding available from the Construction and Civil Engineering Sectors' Development Fund. DKK 8 million is allocated for this purpose during the life of the collective agreement.

To increase skill levels in the industry, it is also possible to apply for grants and subsidies from the Construction and Civil Engineering Industry Development Fund for the Academy Programme in Construction Technology, the Academy Programme in Construction Coordination and the Academy Programme in Energy Technology.

3. The parties agree to recommend that enterprises and employees use PensionDanmark's continuing education and training website for planning skills development.

Efforts must be made in regards to marketing PensionDanmark's continuing education website to increase awareness and uptake of continuing education and training This work must be formalised on the board of the foundation before the end of 2023, and focus must be given to the fact that the collective agreements have secured the support schemes and that the parties to the collective agreement must be identified as the senders of marketing campaigns.

4. The parties agree to continue the work with the skills upgrade team of the Construction Industry's Training and Education where focus is on strengthening skills upgrading in the building and construction industry with special focus on digitalisation, sustainability and green transition.

The finances required to support the activities are available from the Construction and Civil Engineering Sectors' Development Fund.

Copenhagen, 7 March 2023

# Protocol on night work and health surveillance

The parties agree as follows:

## 1. General provisions

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

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

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

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

## 2. Preventive measures for night shift work

Parties agree to follow the below recommendations from the National Research Centre for the Working Environment (NFA) on night work with effect from 1 March 2024:

- A maximum of three consecutive night shifts
- A maximum of 9 hours at a time
- At least 11 hours between two shifts
- That pregnant women generally work a maximum of 1-night shift per week to minimise the risk of miscarriage and other pregnancy complications (see protocol on pregnant women night work).

Enterprises with night workers shall therefore implement the following measures:



The local parties, perhaps in collaboration with the health and safety at work organisation, shall discuss whether the enterprise fulfils NFA's recommendations in the areas of the enterprise where night work is performed.

The discourse shall:

- a) implemented at the start of night work shifts and thereafter on an annual basis
- b) documented by completing a form developed by the parties, which includes a review of the recommendations

However, if the local parties, perhaps in collaboration with the health and safety at work organisation, assess that NFA's recommendations are followed, the general provisions, cf. section 1 of the protocol, are applied.

Where the local parties, perhaps in collaboration with the health and safety at work organisation, determine that NFA's recommendations are not being followed, the special activities below are implemented for employees with regular night work shift schedules that do not comply with NFA's recommendations:

- a) The enterprise shall offer annual health surveillance check-ups to night workers
  - i. Night workers must complete the health surveillance check every two years.
  - ii. For night workers who are aged 50 or older, an extended health surveillance check is carried out.
- b) Carrying out an annual special WPA focused on night work
  - i. Identifying and mapping risks of night work
  - ii. Assessment of the risks of night work
  - iii. Prioritisation and action plan development
  - iv. Follow-up on the action plan

The agreement does not amend the night work provisions of the collective agreement, including payment for night work.

Copenhagen, 7 March 2023

## **Protocol on night work of pregnant employees**

The parties agree to follow NFA's recommendation from 1 March 2024, whereby pregnant employees work a maximum of 1-night shift per week to reduce the risk of miscarriage and other pregnancy complications.

The following assumes that the National Working Environment Authority incorporates the Danish National Research Centre for the Working Environment's (NFA) recommendations on night work of pregnant employees in e.g. Section 8 of the Government order on the performance of work, cf. Annex 2.

Additionally, the parties agree that night work exceeding one-night shift per week shall be subject to Article 6, sub-clause 2, no. 2 of the Danish Maternity Leave Act and that there will therefore be an entitlement to compensation.

If these assumptions are not met, the parties will resume the negotiations.

When the enterprise has been notified or otherwise been made aware that an employee is pregnant, the enterprise must as quickly as possible and not later than two weeks after and at the end of a week reschedule the employee's working hours or transfer the employee to other tasks so that the employee in questions does not work more than one night shift per week.

Where the employer is not able to reschedule working hours so that the employee concerned does not work more than one night shift per week or transfer the employee to other work tasks, the employee is entitled to time off work for night shifts in excess of 1 night shift per week.

The employee shall be paid for the absence as for pregnancy leave in accordance with the provisions of the collective agreement's maternity leave provisions.

This payment provision applies regardless of the employee's length of service and the number of weeks the employee is off work for other night shifts in excess of 1 night shift per week.

Copenhagen, 7 March 2023

## **Protocol on other night work measures**

The parties agree on the following additional night work provisions:

### **1. New knowledge on planning of night work**

DIO I and CO-Industri (The Central Organisation of Industrial Employees in Denmark) want to start research on how working hours can be scheduled most expediently in the industry, taking into account the NFA's recommendations, before the end of 2023. DIO III and The United Federation of Danish Workers (Fagligt Fælles Forbund - 3F) have agreed to follow and potentially support this research effort.

### **2. Recommendation on increased screening of night workers**

DIO III and the United Federation of Danish Workers Building Group support DIO I and CO-Industri's (the Central Organisation of Industrial Employees in Denmark) request to the government to ensure that night workers are offered adequate and necessary screening for cancers related to night work.

### **3. Committee work**

The parties agree to establish a committee that during the life of the collective agreement must:

- Investigate the possibility of mapping the scope of night work and the extent to which enterprises with night work offers health surveillance.

- Follow and discuss the night work initiatives launched by DIO I and CO-Industri:
  - o Data from the National Working Environment Authority on night work accidents.
  - o Documentation template for use in the dialogue between the local parties on whether NFA's recommendations are being followed.
  - o Minimum requirements for a specific WPA specifically focused on night work that does not fulfil NFA's recommendations.
  - o The need for any training offers aimed at employees, shop stewards, health and safety representatives and enterprise representatives in enterprises with night work focusing on e.g. planning of working hours, hours of rest, health and health risks.
  - o Update pamphlets on night work and health surveillance concerning night work.
  - o Minimum requirements for questionnaire etc. for special health surveillance of night workers who have reached the age of 50 and who carry out night work that does not meet the NFA's recommendations.
- Discuss the need for joint activities, including an information campaign and guidelines on planning of night work and ensuring development and performance of such activities – possibly under the auspices of BFA Bygge og Anlæg.

Copenhagen, 7 March 2023

## **Protocol on work in committees**

The parties to the agreement agree that a high-level committee shall be established between the parties to clarify the following:

- What is the salary structure in the construction industry in terms of the relationship between Danish and foreign manpower? Consideration of whether the collective agreements have a differential impact across different national origins. As part of this effort, the parties may agree to initiate studies to better understand the wage difference between Danish and foreign labour in the construction industry.
- How is the determination of wages in the construction industry carried out. In this context, the parties shall examine whether the determination of wages is sufficiently described in our collective agreements or whether there is a need to describe the determination of wages in more detail.
- The parties agree to review whether the revised Posting of Workers Directive has implications for the collective agreement's provisions on posted manpower. Relevant specialised knowledge may be sought for this purpose.

The parties agree that funds may be allocated to finance the above as necessary.

The committee's work shall begin immediately following the renewal of the collective agreement and end during the life of the collective agreement.

Copenhagen, 17 March 2020

## **Protocol on Regulation No. 2016/679 on data protection**

The parties have agreed that the protocol concerning the processing of personal data shall be replaced by the following:

The parties agree that the provisions of the collective agreements and the case handling relating thereto shall be interpreted and dealt with in accordance with the Data Protection Regulation (EU 2016/679) applicable in Denmark from 25 May 2018.

The parties further agree that the implementation of the General Data Protection Regulation (GDPR) should ensure that current practice on the handling, including the collection, storage and transfer of personal data under the employment and labour law obligations, can continue, including the provisions of the collective agreements on the presentation of relevant background information.

The parties have concluded an agreement on anonymisation in connection with the submission of relevant background information, which is printed in the protocol of the collective agreements.

Copenhagen, 17 March 2020

### **Annex to the above-mentioned protocol**

Protocol on the anonymisation of information concerning the wage and employment conditions of foreign employees

The protocol of 2012.06.21 states that:

#### ***Scope of documentation to be provided/delivered***

*It is agreed that the parties' shared intention is to provide information about the matters at the organisational meeting.*

*The Danish Construction Association's position is that it is the employer's responsibility to ensure that all relevant background information is presented at the organisation meeting.*

*Finally, it is agreed that the disclosure of the information shall comply with the provisions of the collective agreement and the agreed anonymisation considerations.*

The anonymisation consideration specifically means that the personal data in the relevant documentation is anonymised for the following details:

- First name and the first 2 letters of the last name. If there are duplicates, additional letters are provided.
- Date of birth: Day, month and year.
- Registration number and the last 4 digits of the account number. In case of duplication, additional numbers are provided.

Where the parties agree that information on accommodation is relevant, the address of the accommodation in Denmark is also stated. For example, this can be when calculating mileage allowance.

Opt-out reservations are made for special cases where additional personal data may be required to meet the objectives of the agreement.

Copenhagen, 1 October 2018

the Danish Construction Association

3F

Signature. Anja Bülow Jensen

signature. Palle Bisgaard



## **Protocol on digital reporting**

1. Subject to local agreement, reports may be made digitally. However, the enterprise may use digital reporting subject to giving three months' notice unless otherwise agreed. After the expiry of the notice, employees who are unable to use digital solutions will still be able to make reports as before.
2. Digital reporting follows the general guidelines for reporting time-sheets in accordance with the provisions of the collective agreement.
3. Digital reporting must allow for reporting all salary components, compensation and allowances, including overtime, bonuses, and information about the type of work in free text fields and tick boxes.
4. The enterprise provides employees with the necessary equipment for digital reporting. The individual employee is not entitled to personal equipment.
5. Where digital reporting is used, the employee must get a receipt that documents the report made. The receipt is sent to e-Boks or the employee's most recently provided email address.
6. The receipt is sent in advance. There is space for complaints about the employee's digital reporting, but no later than two days before the payment of wages.
7. If the enterprise criticises the report made, a notice to this effect must be made to the employee within the time limit specified by the collective agreement, but not later than on the day of wage payment.
8. Employees can also request a receipt from the enterprise, as well as any complaint, in the form of a physical printout, photocopy or similar.
9. When the enterprise has approved the reports in final, the employee will no longer be able to make changes to the approved reports.
10. If agreement is not reached, the disagreement can be dealt with in accordance with the procedure for the settlement of industrial disputes.

The above protocol enters into force on 1 January 2024.

Copenhagen, 7 March 2023

## **Protocol on committee on digital exchange of documents during piecework**

The parties agree to set up a committee to consider the implementation in the collective agreements of digital exchange of documents in connection with piecework, including scope agreements, piecework agreements, special piecework payments, withdrawal accounts, piecework accounts, piecework and shelter books.

If the committee reaches agreement on new texts for the collective agreement during the life of the collective agreement, these will be implemented in the collective agreements in connection with a renewal of the collective agreements, provided, however, that they are adopted by the parties' competent assemblies.

The committee must have completed its work by September 2024.

Copenhagen, 7 March 2023

## **Protocol on committee work on guidelines for good local cooperation between the enterprise and the shop steward**

The local cooperation between the enterprise and the shop steward is essential for the enterprise's operations and the employees' influence on their working conditions. Therefore, the parties have a mutual interest in ensuring that the cooperation between the local parties works as effectively and constructively as possible.

In light of this, the parties agree that during the life of the collective agreement, a committee will be formed to provide examples of effective local cooperation and potentially develop guidelines that can serve as inspiration for enterprises and shop stewards.

The parties further agree that the committee's work shall also address the handover from a departing to a new shop steward and how the handover should be supported. At the same time, the committee must discuss any local and structural barriers to recruitment of shop stewards in the parties collective agreements.

In connection with the committee work, an investigation may be made to provide an evidence-based foundation for the committee's discussions.

The parties agree on the financing details.

The parties agree that the committee's work is expected to start in Q3 2023 and is expected to be concluded by the end of Q3 2024.

Copenhagen, 7 March 2023

## **Protocol on implementation of certain EU-directives**

in the collective agreements the parties to the collective agreement agree to set up a joint working group to reach an agreement on a model for collective agreement incorporating the following EU directives.

- Council Directive 99/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work (the fixed-term work directive)
- EC Directive No. 97/81 of 15 December 1997 concerning the Framework Agreement on part-time work (Part-time Work Directive)
- EC Directive No. 93/104 of 23 November 1993 concerning particular aspects of the organisation of working time (Working Time Directive)

The work is expected to be completed by the end of 2024 and implementation is expected to be complete in connection with the coming collective bargaining.

The parties agree that until such time as the parties agree on a full collective agreement incorporation of the three EU directives above, the legal basis for disputes will be the following DA-LO agreements:

- Agreement between the Confederation of Danish Employers (DA) and the Danish Confederation of Trade Unions (LO) on implementation of the directive on the organisation of working time of 7 January 2000,
- DA-LO agreement on the implementation of the directive on fixed-term employment of 7 August 2002,
- Agreement between the Confederation of Danish Employers (DA) and the Danish Confederation of Trade Unions (LO) on implementation of the directive on the organisation of working time of 9 January 2001,

Until implementation in the parties' collective agreements, the parties may raise claims under the above three agreements as usual.

Copenhagen, 7 March 2023

## **Protocol on 2x2 courses**

The parties agree that good cooperation between the management and the employees of an enterprise is an important factor in developing the productivity and competitiveness of the enterprise as well as the employees' job satisfaction and development possibilities.

The parties are, therefore, in agreement on the omission of the following provisions:

The Collective Agreement for the Construction and Civil Engineering Sectors, Article 72, sub-clause 7

The Building Agreements Article 63, sub-clause 7

The Agreement for Work for Masons and Masons' Labourers, Article 57, sub-clause 7

The Industry collective agreement's Article 44, sub-clause 8

The Floor worker's collective agreement's Article 56, sub-clause 11.

As compensation for the above, Article 72, sub-clause 7 of the collective agreement for the Construction and Civil Engineering Sectors is omitted, and the following new provision is inserted in Article 74 (the following paragraphs are moved):

### **“Article 74 Continuing education and training of health and safety representatives**

Newly elected shop stewards and health and safety representatives shall be offered a training course of 2x2 days duration.

Shop stewards are entitled to participate in these courses within the first 18 months after being elected. In agreement with the enterprise, the health and safety at work representative may be given the corresponding opportunity.

The trade union undertakes payment of the shop steward and the health and safety representative.

Access to participation in the trade union's occupational health and safety at work courses does not affect rights or obligations in relation to the health and safety at work training and education provided for by legislation.'

The parties further agree that 3F is responsible for the compensation of loss of income and travel costs to the shop steward and health and safety representative, and that 3F will cover these costs as well as the costs of the educator and conference centre and subsidies for the administration of payments to members.

3F and the Danish Construction Association agree on the guidelines for the reimbursement of funds to the association and for the payment of an amount covering the operating costs associated with the administration of the scheme.

The parties reprint this protocol as an annex to the collective agreement.

Copenhagen, 17 March 2020

## **Protocol on skills upgrading of unskilled employees**

The parties to the collective agreement agree that unskilled employees in the industry shall be encouraged to undergo training to a skilled level via the scheme for vocational training for adults with two years of relevant work experience (euv1) or to take an industry training course within the construction and civil engineering industry.

In the coming collective agreement term, a pilot project will be established to allow skills upgrading of unskilled employees and where the enterprises may apply for grants from the Construction and Civil Engineering Sectors' Development Fund.

The enterprise may apply for a subsidy for employees who have three months' length of service at the beginning of the training and education, and this does not include any time spent as an apprentice. The grant subsidy is conditional on a written training agreement between the enterprise and the employee.

The grant is provided as a lump sum determined by the board of the Construction and Civil Engineering Sectors' Development Fund. The subsidy is paid following an application from the enterprise, and the enterprise must include the training agreement in the application in order to receive a subsidy for the training course. Payment is made upon completion of the programme. If the training course is not completed after the probationary period has expired, a prorated subsidy is granted to the enterprise in proportion to the actual duration of course participation.

Support for skills' upgrading of unskilled employees replaces support for time off for training and education in Chapter 14, such that employees cannot make use of the training and education in the calendar years in which the skills' upgrading is carried out.

During education and training, the employee will be paid according to the rates specified in Article 38, sub-clause 7.

The Construction and Civil Engineering Sectors' Development Fund will establish the specific framework for the grants that can be provided for skills upgrading of unskilled employees during the coming collective agreement term and determine a current positive list of the education and training courses eligible for grants.

During the life of the collective agreement, the skills' upgrading team at Byggeriets Uddannelser ((Construction Industry Training and Education), will expand by 1-2 employees, mainly to work on raising awareness among enterprises and employees about the skills' upgrading of unskilled labour.

Subsidies for skills' upgrading of unskilled employees may be applied for training courses that commence in the period from 1 June 2023 and until the expiry of the life of the collective agreement and provided that there are sufficient resources in the fund within the framework of the support allocated for the purpose.

The parties to the collective agreement agree to allocate DKK 20 million during the life of the collective agreement period for this purpose. The finances needed to support the activities are available from the Construction and Civil Engineering Sectors' Development Fund.

Copenhagen, 7 March 2023



## **Protocol on a continuing training and education committee**

The parties to the collective agreement agree to establish a working committee during the coming term that will discuss how the wording of the collective agreements on education and training increasingly can be used to encourage increased supplementary and continuing training and education and at the same time ensure clarity in terms of the supplementary and continuing training and education options and grants from the Construction and Civil Engineering Sectors' Development Fund.

This work shall be concluded no later than 1 March 2024.

Copenhagen, 7 March 2023

## **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:

### **Purpose**

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 may 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 public holiday provisions for posted employees" are amended as follows:

New sub-clause 1:

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

New sub-clause 2:

### **Taking holidays**

Pursuant to the Danish Posting of Employees Act, posting enterprises shall ensure that posted employees have the number of paid holidays pursuant to the Holiday Act. The posted employee and the enterprise shall ensure that any additional holidays are taken according to the provisions of the country of origin.

### **Payment of holidays**

If pursuant to the holiday provisions in their country of origin, posted employees are entitled to fewer days of paid holidays per holiday year than provided for by the Danish Holiday with Pay Act, and the enterprise shall 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 the relevant legislation allows, the enterprise shall pay compensation to the employee for the shortfall in holiday days, as well as the salary. The settlement of the remaining contribution/pay supplement must also see 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 Article 6(1) of the Danish 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 Articles 7, 23 and 24 of the Danish Holiday with Pay Act, the employer shall 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 holiday arrangement of the country of origin is less favourable than provided for by the Holiday Act, the employees may earn additional holidays and/or holiday allowance or holidays with pay during their posting to Denmark in accordance with the provisions of the Holiday Act. Under the Holiday Act, employees are entitled to five weeks' holiday with payment at 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 Act but in a manner that fits into the holiday provisions of the country of origin.

New sub-clause 3:

### **Especially regarding public holidays and floating holidays**

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

New sub-clause 4:

### **German enterprises**

For 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 it shall not be investigated whether holiday allowance and payment for public holidays paid 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 provisions. According to the Danish-German holiday agreement, the above requires that a statement from ZVK-Bau has been submitted to the Danish trade union with the required gross list of employees.

### **Entry into force**

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 country of origin :

### **Purpose**

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 shall 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 country of origin.

### **Duty to pay pension contributions**

If the foreign enterprise pays contributions to a supplementary pension scheme in the country of origin during the posting, the enterprise is exempted from the payment of pension contribution obligation to PensionDanmark for the employees who are covered by a supplementary pension scheme in their country of origin. The enterprise's documented contributions to a supplementary pension scheme in the country of origin can be set off against the contributions that the enterprise shall 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 their country of origin or pays the difference as an allowance to the employee. Cf. the provisions of the collective agreement to this effect, settlement of the remaining contribution/allowance shall be shown on the payslip and be paid out/in for each pay period.

The pension contribution/allowances are 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 taxable in the country of origin.

**Contact with 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.

**Entry into force**

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 skills upgrading for construction and civil engineering projects**

The Danish Construction Association 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 on attracting more young people to the industry through vocational training programmes and improving the qualifications of unemployed people to work in the industry.

### **Recruitment**

The Danish Construction Association and 3F will continue the work for the duration of the life of the previous collective agreement in terms of providing more training place 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 construction and civil engineering industry. This may be effected by using existing schemes such as

- the adult trainee scheme, which has turned out to be an excellent recruitment channel among unemployed and employed adults
- job rotation where employed people start on education and training programmes and unemployed people have the opportunity of upgrading their skills and gaining job 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 to set up 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 Construction and Civil Engineering Sectors' 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 shall provide information about the subcontractors that currently perform tasks for the enterprise within the industrial scope of the collective agreement. The information must include the name of the enterprise, its CVR number and the address that the subcontractor has provided to the enterprise. None of the information about the subcontractor that has been provided may be disclosed or be the subject of any kind of publication.

The agreement is incorporated as a protocol in the collective agreement.

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

Copenhagen, 7 March 2017

## **Protocol on the green transition in the building and construction industry and the building materials industry**

enterprises in the building and construction industries and the building materials industry play a key role in the green transition. During the life of the coming collective agreement period, enterprises and their employees have to provide solutions that support and enable the green transition in the following general areas:

- Sustainable building
- Energy-efficient construction
- Circular economy with reuse and recycling
- Climate and coastal protection

Not least, the work of the climate partnerships set up by the government will impose new demands on skills, production and work processes, and sustainable building strategy, as well as a similar strategy for the circular economy, will place new demands on the processes and products of the construction and civil engineering industry and the building materials industry.

Therefore, the parties have agreed to collaborate on mapping the need for new skills and new incentives supporting the industry's green transition efforts.

The Climate Partnership's proposals for the construction and civil engineering process specifically identify the following suggestions:

- Dry construction and dry materials that will reduce the need for drying out.
- Electrically powered machines, tools and electric heating reducing diesel consumption.
- Reduce material waste and thereby reduce the quantity of waste.

Better planning, logistics and employee involvement, reducing the need to transport people and materials and may shorten construction time. Therefore, These proposals will be at the heart of the cooperation between management and employees to ensure a green transition in the construction

process. This cooperation could be supported by financial incentives for enterprises and employees to achieve concrete goals.

The parties will support this cooperation in enterprises.

The parties also agree to cooperate on activities in a future business cluster for Building and Construction, expected to be established on 1 January 2021 on the basis of basic financing from the Ministry of Industry, Business and Financial Affairs and the Ministry of Education and Research. As one of its central focus areas, the business cluster for Building and Construction will work with projects and development activities in sustainable building and green transition.

The parties also agree to cooperate on an ongoing basis in the innovation and development of solutions that place the construction and civil engineering industry and the building materials industry centrally as a supplier of solutions supporting the green agenda. This is to strengthen the Danish ambition of green transition and make the green transition a Danish position of strength both nationally and internationally.

The agreement is entered as a protocol in the collective agreements.

Copenhagen, 17 March 2020

## **Protocol on training and education in connection with dismissal**

The parties to the collective agreements agree that it is appropriate to strengthen the continuing training and education opportunities for dismissed employees. The aim of continuing education and training is to facilitate access to a new job. The parties wish to expand the possibilities for course participation once the employee has been dismissed. It is the intention that course participation should take place as soon as possible after the termination/resignation, but since there may be situations where the training and education cannot take place during the period of notice, the parties wish to create better opportunities for training and education after the termination of the employment.

In light of this the parties agree to set up a committee to investigate the possibility that in connection with employee dismissal – and with the support of the Construction and Civil Engineering Sectors' Development Fund – enterprises can permit resigned employees to complete training and education even after the notice period has expired.

The parties call on the Government and the Danish Parliament to establish a framework that makes it possible to provide support from a education and training fund for development to provide development for terminated employees after the notice period has concluded, providing support in a similar way as given to employed staff undertaking training and education.

The parties also encourage the Board of the Construction and Civil Engineering Industry Development Fund to create the possibility for the fund to support such a scheme.

Therefore, the below is conditional on the Construction Industry Development Fund being able to pay out directly to the employee.

If the Danish Parliament and the Government meet the parties' wishes for regulatory adjustments, if the Construction and Civil Engineering Sectors' Development Fund can support such an arrangement and if the fund can pay the employees directly, the following provisions will enter into force:

Employees dismissed with a notice of termination due to restructuring, cutbacks, closure of an enterprise or other reasons at

the enterprise may participate in a course of training and education following resignation from the enterprise subject to the following conditions being met:

- a) *After six months of length of service in the enterprise, the previously dismissed employee – immediately after the resignation, cf. below – is entitled to two weeks off for continuing training and education with the support of the Construction and Civil Engineering Sectors' Development Fund.*
- b) *Approval shall have been sought and granted from Construction and Civil Engineering Sectors' Development Fund to support a specific, fixed-term course prior to the end of the notice period. If the notice period is shorter than two weeks, the commitment from the Construction and Civil Engineering Industry Development Fund must be received by the applicant no later than two weeks after the notice period has been given. This could involve one or more courses.*
- c) *The employee in question continues to be a job seeker and is available for work since the course supported by the Construction and Civil Engineering Sectors' Development Fund gives way to offered work, even after the course has started.*
- d) *The continuing training and education courses supported by the Construction and Civil Engineering Sectors' Development Fund shall be completed within three months of the termination of employment..*
- e) *The support of the Construction and Civil Engineering Sectors' Development Fund for participation in courses after resignation amounts at all times to the same amount per hour as the maximum amount of support for course participation by employees in employment paid by the Construction and Civil Engineering Sectors' Development Fund.*

It is agreed that the parties' committee work shall be concluded by the end of 2020 at the latest.

The Construction and Civil Engineering Sectors' Development Fund may determine that the length of service requirement of 6 months is reduced to three months.

Should the new legislation and the coverage of the Construction and Civil Engineering Sectors' Development Fund fall into place, the parties agree to meet to discuss the need for amendments to the collective agreements

agreed between the parties. It is agreed to enter into an agreement on any such amendments as soon as possible and on the entry into force of the provisions.

Copenhagen, 17 March 2020

## **Protocol on cancellation of protocols**

It is agreed that the protocols between the organisations on revoking the inclusion of occupational health and safety at work training and education in the apprenticeship programmes will not apply in the future.

It is further agreed that trainees who have received the health and safety at work training and education during their traineeship and within the first five years following completion of their training and education shall be elected as health and safety at work representative, retain their individual opportunity to be enrolled in the 2-day further education and training in health and safety at work.

### **Framework for the collective agreement**

There is agreement

- That the collective agreement applies to the trainee situation described in the Vocational Training Act.
- That the agreement applies to trainee relationships within the educational directions subject to the Collective Agreement for the Construction and Civil Engineering Sectors, the Building Agreement, the Agreement for work for Masons and Masons' Labourers, the Floor-workers' Agreement and the Industrial collective agreement between the Danish Construction Association and the United Federation of Danish Workers.
- That the protocols concerned are:
  - the protocol of 27 January 2000 on health and safety at work training and education (BYG and TIB)
  - Agreed protocol no. 6 of 28 February 2007 on health and safety at work training and education (DCA and 3F)
  - Agreed protocol no. 16 of 28 February 2007 on health and safety at work training and education (DCA and 3F)

- protocol No 16 of 15 March 2007 on the health and safety at work training and education of workers in the field of stonemasons (DCA and 3F)

Copenhagen, 4 April 2019



## **Protocol on transition to the new Holiday Act**

Following the adoption of the new Holiday Act (Law No 60 of 30 January 2018), the parties have negotiated new holiday provisions.

The parties have agreed that the amended collective agreement provisions shall apply from 1 September 2020, when the new Holiday Act enters into force.

Until 1 September 2020, the provisions of the collective agreement of OK2017 shall apply, together with the applicable Holiday Act.

The parties agree that this protocol shall be repealed at the next collective agreement negotiation.

Copenhagen, 17 March 2020

## **Protocol on education and training representative**

By local agreements between management and the shop steward(s), the shop steward(s) may appoint a joint training representative at the enterprise.

The training representative may assist the enterprise and employees with training and education in line with the provisions of the collective agreement, including being a sparring partner for the enterprise, employees and the skills' upgrading team at Byggeriets Uddannelser (Construction Industry Training and Education) The training representative may also assist the enterprise with creating an overview of where apprentices and trainees can receive training to meet the enterprise's skill needs.

The education and training representative is not covered by Article 56, sub-clause 15 of the Collective Agreement for Floor Workers.

Copenhagen, 7 March 2023

# **Protocol on wage formation in the collective agreements made by the parties**

## **Organisational agreement on local pay negotiations**

The parties agree that wage formation under the parties' collective agreements shall take place locally and that the local parties and the parties to the collective agreement have a mutual interest in supporting the minimum payment system.

Where local parties prefer that wages are negotiated collectively, the parties to the collective agreement agree that this is a natural model that the parties' collective agreements may accommodate. The parties to the collective agreement find it expedient to enter into an agreement to this effect.

The local parties are obliged to engage in genuine negotiations during local wage negotiations, whereby no demands or claims are made regarding the form, scope and content of the negotiations or the outcome of the negotiations.

DI collective agreement III and the United Federation of Danish Workers (Fagligt Fælles Forbund - 3F) may request the enterprise to provide an elected shop steward with an account of the enterprise's productivity, competitiveness, financial situation and future prospects, including order backlog, market situation and production conditions.

Copenhagen, 7 March 2023

# **Annex**

## **Annex 1 General Agreement of 31 October 1973**

with amendments of 1 March 1981,  
1 March 1987 and 1 October 1992

between

The Confederation of Danish Employers and  
the Danish Confederation of Trade Unions  
applies to the collective agreement

### **Art. 1**

Recognising the desirability of settling questions relating to pay and working 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 workers, 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.

### **Art. 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 legal practice.
2. A work stoppage is lawful only if approved by at least three-quarters of the votes cast by a competent assembly under the provisions 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 Article 5, para. 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 are 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 work stoppages in disagreement with the collective agreement. Should such a work 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 worker or employers' organisations or enterprises, no support shall be given to the unaffiliated organisations or enterprises by any party to this agreement.

An organisation or enterprise that joins one of the principal organisations or an association organised thereunder shall not be regarded as an external party, provided, however, that no work stoppage has been established prior to joining or that such a work stoppage has not been clearly notified after unsuccessful negotiations.

### **Art. 3**

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

Disputes as to whether an agreement exists shall be settled by the Danish Labour 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.

### **Art. 4**

1. Employers shall exercise the managerial prerogative in accordance with the provisions laid down in collective agreements and in cooperation with workers and their elected shop stewards, as provided for in agreements between the Danish Confederation of Trade Unions and the Confederation of Danish Employers.
2. Manpower employed specifically and unconditionally to carry out piecework, cannot have their working conditions amended unless the employer in question compensates the employees for any financial losses thereby incurred. Any disagreements 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 the dismissal of a worker, and complaints of alleged unfair dismissals can therefore be dealt with according to the below-stated provisions. 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 overrule a dismissal, the proceedings shall, as far as possible, be completed before the relevant worker's notice period ends.
  - a. In case of dismissal of a worker who has been employed in an enterprise for at least nine continuous months, the worker concerned is entitled to request the reason for their dismissal in writing.
  - b. If the worker claims that the dismissal is unfair and unwarranted by the situation of the worker and the enterprise, a request may be made for the case to be settled locally between representatives of management and workers. The local negotiations shall be completed within two weeks of notice of dismissal being given. Where the employer had provided clearly inaccurate information about the reason for the dismissal, which is of material importance to the matter, the above time limit shall be calculated from when the worker became or should have become aware of the correct information. However, the local negotiations shall be completed within three months of notice of dismissal being given.
  - c. In case an 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 no agreement is reached, the interested trade union (or central leadership)concerned is entitled to lodge a complaint with a Dismissal Board set up by the main unions. The complaint must be received by the secretariat of the Dismissal Board and the organisation on the other side within seven days of the conclusion of the organisation's negotiations. Rules governing the composition and proceedings of the Dismissal Board are specified in the Board's procedural rules.
  - e. The Board will issue a reasoned decision. If the board finds that a dismissal has been done unfairly and is unwarranted by the situation of the worker or the enterprise, it may, following 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 enterprise and the worker, such as to preclude any further continuation of the employment relationship. If the Board finds that the dismissal is unfair, but that the employment relationship should nonetheless cease, or if compensation is claimed for unfair dismissal, cf. above, the Board may decide that the enterprise shall pay compensation to the person concerned. The amount will depend on the circumstances of the case and the length of service of the worker who has been unfairly dismissed. The compensation shall not exceed 52 weeks' wage calculated according to the average earnings of the dismissed worker over the preceding year.
  - f. If the Danish Board of Dismissals 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 Danish Board of Dismissals shall, upon a claim from the complainant, base its decision on the relevant legislation.

## **Art. 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.

If the removal of Article 5 of the General Agreement gives rise to organisational problems in the labour market, the parties are ready to discuss the matter to resolve the issue.

#### **Art. 6**

1. The central organisations will oppose any attempts to exclude persons from joining worker organisations on the basis of enterprise company law provisions or other agreements 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 provisions on employment stipulated in the relevant legislation.

#### **Art. 7**

1. The notice period for collective agreements regarding schedule of wages and other working conditions is 3 months, unless otherwise agreed.
2. Even in cases where an agreement has been terminated or has expired, the parties remain committed to observing its provisions until it has been superseded by a new agreement or until a work stoppage has been initiated in agreement with the provisions of Article 2.

#### **Art. 8**

1. The central organisations agree that, where working conditions allow, shop steward rules shall be included in the collective agreements.
2. When a shop steward has been elected in accordance with the relevant rules of the collective agreement, the employment relationship may not be terminated, unless the termination is due to lack of work, until their organisation has been given the opportunity to review the grounds for the termination in accordance with industrial disputes procedures. The procedure shall, in order to have a delaying effect, be initiated within one week and terminated as soon as possible.
3. If a shop steward is dismissed because there is a compelling reason for doing so due to a shortage of work, the employment relationship may not be terminated during the notice period, cf. section 4, until their organisation has had the opportunity to review the grounds for



the dismissal in accordance with industrial disputes procedures. In order to have a delaying effect, the procedure shall commence within one week.

4. If the dismissal is caused by a shortage of work, the special notice obligation provided in the collective agreement, according to which the shop steward has been elected, ceases to apply. In such cases, the shop steward is entitled to the ordinary notice period applicable under the collective agreement.
5. If a shop steward 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).

#### **Art. 9**

1. The central organisations shall promote cooperation between the organisations and encourage smooth and stable working conditions in enterprises through the joint works councils or through other appropriate bodies.

Neither side shall hinder a worker in the performance of their job to the fullest extent allowed by their training, education and abilities.

#### **Art. 10**

1. In the event of an alleged breach of this General 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 Danish Labour Court.
2. If the alleged breach of contract is a work stoppage, cf. Article 2, and the latter has not previously ceased, and the joint meeting shall be held immediately and no later than the day after the commencement of the work stoppage. In other cases, a joint meeting is held as soon as possible. The applicant may require that a joint meeting be held within seven days.
3. The request to hold a joint meeting shall, to the extent possible, state the details of the case and relevant annexes to 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 shall be taken showing the standpoints of the parties.

#### **Art. 11**

Associations and enterprises affiliated with the central organisations may not, by resigning from the central organisations, absolve themselves from the commitments undertaken under the present General Agreement. They shall remain in force until this General Agreement has lapsed following termination by one of the main organisations.

#### **Art. 12**

1. The General Agreement shall remain in effect until terminated at six months' notice as of 1 January, but not earlier than 1 January 1995. Any of the main organisations seeking amendments to the General Agreement shall notify the other party six months prior to termination, after which negotiations shall be initiated for the purpose of reaching agreement and thereby avoiding termination of the General Agreement.
2. If, after notice of termination has been given, negotiations on a renewal of the General Agreement have not been concluded by the respective January 1, the General Agreement shall apply, notwithstanding that the notice period has been exceeded, until the current collective agreements are replaced by new collective agreements, and it shall then lapse upon the entry into force of the new collective agreements.

#### **Protocol**

The parties agree that work stoppages should be avoided and that the organisations shall actively contribute to this end; see the terms of this General Agreement.

The main organisations agree to seek to draw up more detailed guidelines for the holding of joint meetings regarding work stoppages as soon as possible.

Copenhagen, 1 October 1992

# Annex 2 Contract of employment



Dansk Industri



## Ansættelsesbevis for timelønnede

Mellem medarbejder:

Navn:		
Adr.:		
Post nr.:		
Fødselsdato:		
Tlf.nr.:		
Pengeinst.:	reg.nr.:	konto.nr.:

og virksomhed:

Navn:	
Adr.:	
Post nr.:	
CVR-nr.:	
Tlf.nr.:	

1 Ansæt pr.: Dato: \_\_\_\_ Måned: \_\_\_\_ År: \_\_\_\_

Medarbejderen er beskæftiget på: Bygge og anlæg  (ikke permanente arbejdspladser)  
Medarbejderen er beskæftiget på: Permanent arbejdsplads . Indsæt adresse: \_\_\_\_

Ansæt som: Vælg Faggruppe  Andet: \_\_\_\_

2 For ansættelsesforholdet gælder den mellem Dansk Byggeri og Vælg forbund gældende overenskomst: Vælg overenskomst

3 Arbejdsmarkedspension, ja  Nej . Hvis "nej" anføres manglende anciennitet i måneder: \_\_\_\_

4 Den personlige timeløn udgør på ansættelsestidspunktet ved timelønsarbejde: \_\_\_\_ kr. \_\_\_\_ øre  
Lønnen udbetales: Ugentligt  Hver 14. dag  Andet: \_\_\_\_  
Derudover kan der forekomme overarbejdsbetaling, forskudtlidsillæg, betaling for ude- og rejsearbejde og genitillæg, efter ovennævnte overenskomst. Ferieregler følger ligeledes ovennævnte overenskomst.  
Der kan forekomme akkordarbejde, hvor prisen fastsættes efter reglerne i overenskomsten, og arbejdsopgavens varighed er tidsbestemt, ligesom der kan forekomme forskellige produktionsfremmende lønsystemer, som ligeledes fastsættes i henhold til overenskomsten. Der kan være indgået lokalaftaler.

5 Antal arbejdstimer ved deltidbeskæftigelse: \_\_\_\_ timer/uge

6 Helbred:  
Medarbejderen bekræfter, at medarbejderen ikke er bekendt med at lide af en kronisk eller anden sygdom, som vil have væsentlig betydning for medarbejderens arbejdsdygtighed ved det pågældende arbejde.

7 Fravær - sygdom:  
Ved sygdom skal der gives besked til virksomheden på telefon \_\_\_\_ senest den 1. sygedag ved arbejdstids begyndelse. Hvis tro- og loveerklæring er udleveret, skal denne tilsendes virksomheden 1. sygedag. Virksomheden kan kræve mulighedserklæring mv. efter reglerne i sygedagpengeoven.

Fravær - øvrigt: Alt øvrigt fravær, f.eks. ferie og lignende skal være aftalt.

Ferie: Overenskomsten og Ferieloven er gældende  
Personalehåndbog er udleveret: Ja  Nej   
Øvrige forhold: \_\_\_\_\_

Den \_\_\_\_ Den \_\_\_\_

Virksomheden \_\_\_\_\_

Medarbejderen \_\_\_\_\_

## VEJLEDNING til elektronisk blanket

### Til punkt 1:

Ansættelsestidspunktet angives.

Der henvises til overenskomstens regler om definition på permanente arbejdspladser. Hvis der på ansættelsestidspunktet er tale om både værksteds- og udearbejde krydses begge rubrikker af.

Vælg det fag den ansatte skal beskæftiges i.

Efter krydsrubrikken "andet" angives fag der falder udenfor de rubricerede, f.eks. møbelpolstre, arbejdsdreng eller andet.

### Til punkt 2:

Som arbejdsgiverforening angives Dansk Byggeri.

Som lønmodtagerorganisation angives det forbund, der er lønmodtagerpart i de overenskomster, som Dansk Byggeri har med medlemmer af BAT-Kartellet, f.eks. Fagligt Fælles Forbund (3F) eller Dansk Metal. Det er overenskomstens lønmodtagerpart, som skal anføres og ikke det forbund, som medarbejderen eventuelt er medlem af.

Medlemmer af BAT-Kartellet er følgende forbund:

Fagligt Fælles Forbund (3F)

Bygge-, Jord og Miljøarbejdernes Fagforening (BJMF)

Dansk Metal

Malerforbundet i Danmark

Dansk EL-forbund

Blik- og Rørarbejderforbundet i Danmark

### Til punkt 3:

Oplysningen skal gives af medarbejderen.

*Anciennitet er opnået efter 6 måneders erhvervsarbejde uafhængig af branche.*

NB: Medarbejdere, der ansættes efter overenskomsten mellem Dansk Byggeri og Malerforbundet i Danmark, skal have 3 måneders anciennitet under en overenskomst i branchen. Anciennitet optjenes på tværs af virksomhedstilknytning.

Såfremt ancienniteten på 6 henholdsvis 3 måneder ikke er opnået, skal det præcist anføres hvor mange måneder/uger, der er tilbage, før ancienniteten er optjent.

### Til punkt 4:

Forekommer der andre lønafregningsformer, skal disse vedhæftes nærværende bevis.

I henhold til overenskomsten mellem Dansk Byggeri og Malerforbundet i Danmark sker ansættelsen udelukkende til akkordløn.

### Til punkt 6 og 7:

Såfremt der i personalehåndbog eller lignende eksisterer andre regler udstreges punkt 6 og 7, og gældende regler udleveres sammen med ansættelsesbeviset.

# Annex 3

## Contract of employment in accordance with social chapters



### Ansættelsesbevis i henhold til "sociale kapitler"

Mellem medarbejder:	og virksomhed:
Navn: _____	Navn: _____
Adr.: _____	Adr.: _____
Post nr.: _____	Post nr.: _____
Fødselsdato: _____	CVR-nr.: _____
Tlf.nr.: _____	Tlf.nr.: _____
Pengeinst.: reg.nr. _____ kto.nr.: _____	

Der er indgået aftale om ansættelse efter følgende overenskomsts sociale kapitler:

- Bygningsoverenskomsten mellem Dansk Byggeri og 3F
- Gulvoverenskomsten mellem Dansk Byggeri og 3F
- Murer- og murarbejdsmandsoverenskomsten mellem Dansk Byggeri og 3F

Tiltrædelsesdato: \_\_\_\_\_

Ansæt til følgende funktion: \_\_\_\_\_ i følgende omfang: \_\_\_\_\_ dage pr. uge \_\_\_\_\_ timer pr. uge.

Det bemærkes, at overarbejde betales ved arbejde ud over de nævnte timetal.

Arbejdsmarkeds pension: Ja  Nej  hvis "nej" anføres manglende anciennitet i måneder: \_\_\_\_\_

Den personlige timeløn udgør på ansættelsestidspunktet: \_\_\_\_\_ kr.

Lønnen udbetales: Ugentligt  Hver 14. dag  Andet: \_\_\_\_\_

Eventuelle offentlige tilskud i h.t. gældende lovgivning: \_\_\_\_\_

Er der indgået aftale eller skal der indgås § 56 aftale: Ja

Såfremt aftalen er tidsbegrænset, anføres udløbstidspunktet: \_\_\_\_\_

Fravær - sygdom:  
Ved sygdom skal der gives besked til virksomheden på telefon \_\_\_\_\_ senest den 1. sygedag ved arbejdstids begyndelse. Hvis tro- og loveerklæring er udleveret, skal denne tilsendes virksomheden 1. sygedag. Virksomheden kan kræve mulighedserklæring mv. efter reglerne i sygedagpengeloven.

Fravær - øvrigt:  
Alt øvrigt fravær, f.eks. ferie o.l. skal være aftalt.

Personalehåndbog er udleveret: Ja  Nej

Den \_\_\_\_\_

\_\_\_\_\_

Virksomheden \_\_\_\_\_ Medarbejderen \_\_\_\_\_

# Annex 4

## Appointment on conditions similar to those enjoyed by salaried employees

### Aftale om funktionærlignende ansættelse

Mellem medarbejder	og virksomhed
Navn:	Navn:
Adresse:	Adresse:
By:	By:
Tlf.nr.:	Tlf.nr.:
Fødselsdato:	CVR nr.:
Pengeinst:	
Reg.nr.:	Konto nr.:
Stillingsbetegnelse (eller arbejds art):	Ansæt pr.:

er der indgået aftale om funktionærlignende ansættelse på følgende vilkår:

Aftalen er et tillæg til:

- Bygningsoverenskomsten mellem Dansk Byggeri og 3F  
 Gulvoverenskomsten mellem Dansk Byggeri og 3F

#### Løn

Lønnen er aftalt til kr. \_\_\_\_\_ pr. måned, som udbetales bagud på samme tidspunkt som for virksomhedens øvrige funktionærer. En gang om året tages lønnen op til vurdering og eventuel regulering.

#### Arbejdstid

Arbejdstiden, herunder eventuel overtid, tillige med betalingen herfor, fastsættes i henhold til overenskomstens bestemmelser.

#### Ferie

Ferie optjenes og afholdes i henhold til overenskomstens og ferielovens bestemmelser. Under ferien ydes ferie med løn eller feriegodtgørelse, jf. ferielovens § 16.

#### Søgnehelldage

Der gives fuld løn på søgnehelldage, feriefridage, Grundlovsdag og 1. maj.

#### Feriefridage

Medarbejderen har ret til 5 feriefridage pr. kalenderår.

Hvis feriefridagene ikke er holdt inden kalenderårets udløb, kan medarbejderen inden 3 uger rejse krav om kompensation svarende til en dagløn pr. ubrugt feriefridag.

**Sygdom**

Virksomheden betaler fuld løn under sygdom og tilskadekomst

Ved fravær fra virksomheden forholdes således: \_\_\_\_\_

**Personalehåndbog**

Personalehåndbog er udleveret:  Ja  Nej

**Opsigelse**

Ved opsigelse gælder funktionærlovens § 2 (opsigelsesvarsler).

Herudover er følgende aftalt:

\_\_\_\_\_

**120-dages regel**

Det er aftalt, at medarbejderen kan opsiges med 1 måneds varsel ved en måneds udgang, når medarbejderen inden for et tidsrum af 12 på hinanden følgende måneder har oppebåret løn under sygdom i i alt 120 dage. Opsigelsens gyldighed er betinget af, at den sker i umiddelbar tilknytning til udløbet af de 120 sygedage og mens medarbejderen endnu er syg, hvorimod gyldigheden ikke berøres af, at medarbejderen er vendt tilbage til arbejdet, efter at opsigelsen er sket.

**Gyldighed**

Aftale om funktionær lignende vilkår har virkning fra: \_\_\_\_\_

\_\_\_\_\_ dag, den \_\_\_\_\_

\_\_\_\_\_  
Medarbejder

\_\_\_\_\_  
Virksomhed

# Annex 5

## Agreement on transfer of holiday



BAT

### Aftale om ferieoverførsel

Virksomhed

Medarbejder

#### 1. Overført ferie

- 1.1 Parterne har i overensstemmelse med nedenstående regler aftalt, at \_\_\_\_ feriedage overføres til afholdelse i den følgende ferieafholdelsesperiode.
- 1.2 Der kan højst overføres 10 feriedage, og senest i den 2. ferieafholdelsesperiode efter overførslen af ferie, skal al ferie afholdes.
- 1.3 Hvis en medarbejder på grund af egen sygdom, barselsorlov, orlov til adoption eller andre feriehindringer er afskåret fra at holde ferie, overføres op til 20 dages årligt betalt ferie til den efterfølgende ferieafholdelsesperiode.

#### 2. Afvikling af overført ferie

Parterne har aftalt følgende om afvikling af den overførte ferie (sæt kryds)

- 2.1  Ferien holdes i perioden \_\_\_/\_\_\_-20\_\_ til \_\_\_/\_\_\_-20\_\_
- 2.2  Anden aftale (anføres her) \_\_\_\_\_
- 2.3 Hvis der ikke er enighed om lægning af overført ferie, placeres ferien efter samme retningslinier som lægning af restferie.

#### 3. Øvrige bestemmelser

- 3.1 Aftaler om ferieoverførsel skal indgås skriftligt senest den 31. december i ferieafholdelsesperioden.
- 3.2 Overført ferie skal holdes forud for anden ferie.
- 3.3 Fratræder medarbejderen inden al overført ferie er afviklet, udbetales feriegodtgørelse for de resterende overførte feriedage.
- 3.4 Aftale om afvikling af overført ferie kan kun ændres ved indgåelse af en ny aftale.
- 3.5 Feriegodtgørelse svarende til ovennævnte feriedage for medarbejderen udgør kr.: \_\_\_\_\_.

Beløbet udbetales ved ferieafholdelse eller i forbindelse med arbejdsforholdets ophør i virksomheden.

Dato: \_\_\_\_\_

Virksomhedens underskrift

Medarbejderens underskrift

AGS – april 2020



## **Annex 6**

### **Transfer of pension**

Transfer of pension account from PensionDanmark

The parties to the collective agreement agree that when an occupational pension scheme or a company pension scheme is transferred to another pension scheme in connection with a job change, transfer may only be made to another mandatory pension scheme, e.g. a collective agreement-based or company pension scheme that is not established individually by a person and where the pension scheme normally cannot be surrendered so that the funds remain in a pension scheme.

However, transfer to a private scheme may be permitted if the member has become self-employed and for the past 12 months before the transfer has had no earnings as an employee liable to labour market contribution of more than DKK 60.000.

Copenhagen, 7 March 2023

For DI Overenskomst III represented by the Confederation of Danish Industries

For 3F Building Group, the United Federation of Danish Workers

## **Annex 7**

### **Extract of Government Order on building sites and similar work locations**

Ministry of Employment Government Order no. 1516 of 16 December 2010.

#### **Chapter 9**

#### **Welfare facilities**

#### **Art. 60**

1. Employers shall ensure that their workers have access at work to:
  - a lavatory that is lockable
  - Dining room with table and seats with backrest and access to drinking water close by
  - A washbasin with cold and hot running water
  - Changing rooms
  - A shower room, see however sub-clause 2 below
  - Sleeping accommodation if duty with permission for sleeping is served at the work location.
2. Where the employment of workers at the building site does not exceed two weeks, and where connection to water and sewers is not directly possible, showers need only be installed if the work:
  - generates heavy amounts of dust or is otherwise heavily soiling
  - involves a risk of contamination from infectious materials
  - involves a risk of exposure to substances or materials which it is important to remove from the skin for safety and health reasons, or of which it is important to prevent dissemination, or
  - exposes the workers to high temperatures or involves heavy physical strain.
3. Pregnant women and nursing mothers shall be able to lie down to rest in appropriate conditions.

4. Employees, who during their work risk being contaminated with materials that may be infectious or risk being exposed to substances or materials that on grounds of safety or health shall be removed from the skin, shall use the facilities available for preventing exposure to or spreading of the substances or materials concerned. Consumption of food and drink may not take place in working areas in which work of such a nature is performed.

#### **Art. 61**

1. The facilities shall be established at or in the immediate vicinity of the building site and be accessible when work commences.
2. The facilities may, however, be installed fully or partly at a gathering point outside the construction site if the employment of the workers at the building site does not exceed two weeks.
3. The option of setting up facilities at a gathering point may also be chosen in connection with civil engineering works where the building site moves in step with the completion of the work, such as in road construction or lay-out of supply lines.

#### **Art. 62**

1. The facilities shall be expediently located relative to one another and the individual work locations and have good access conditions. The maximum distance to a lavatory is 200 metres or 5 minutes of travelling time.
2. Lavatories, washbasins and showers shall be installed in such numbers that there are a minimum of
  - 1 lavatory per 15 workers
  - 1 washbasin per 5 workers
  - 1 shower per 10 workers.

#### **Art. 63**

1. The facilities may be installed in portable cabins, site huts, pavilions, existing buildings, etc. If the facilities are installed in portable cabins or other mobile units, their size and design must meet the requirements of the Government Order on the decor of portable cabins and similar, cf., however, Article 64. Where the facilities are provided in other ways, for instance in buildings on site, their service value shall be of a similar standard.

2. If the scheduled duration of the work or the use of a gathering point exceeds two months, the lavatories shall be connected to the sewer system.

If the scheduled duration of the work or gathering point is less than two months, the lavatories must be connected to the sewer system if this extends to the building site and connection can be effected without trenching or similar works; however, cf. Article 64.

#### **Art. 64**

1. In connection with work where an employer has no more than four employees and their employment at the building site does not exceed two weeks, the facilities may be set up in other mobile units than those required under Article 63 provided they are suitable and appropriately arranged. Moreover, non-discharge lavatories may be used.

#### **Art. 65**

1. In connection with construction works where the building site moves in step with the completion of the work, and where facilities are not established at a gathering point but are moved/established continually to/in the immediate vicinity of the construction site, Articles 60 - 64 are applicable subject to the following exemptions:
  - Lavatories need not be connected to the sewer system.
  - The same room may be used for changing and meals. This does not, however, apply if the facilities are established for several employers' employees, or if there is an existing shower.
  - Showers are only required if connection to the water supply and sewer system is directly possible. Showers must, however, be installed, if the work:
    - a. generates heavy amounts of dust or is otherwise heavily soiling
    - b. involves a risk of contamination from infectious materials
    - c. Involves a risk of exposure to substances or materials which it is important to remove from the skin for health and safety reasons; or
    - d. exposes the workers to high temperatures or involves heavy physical strain.

**Art. 66**

Where non-discharge lavatories are used, they shall be of the same hygienic standard as water-flushing lavatories.

**Art. 67**

1. The facilities may be shared by several employers' employees, provided that the requirements for the facilities set out in Articles 60–66 are met in relation to the number of employees who at the same time have them at their disposal. The facilities on the building site must not be available to employees other than those of the employers concerned.
2. Men and women shall either have separate changing and shower rooms or have access to separate use of the same facilities.

**Art. 68**

1. Welfare rooms must be heated to the necessary level, so as to ensure a minimum temperature of 18°C while being used.
2. The rooms must be kept tidy, clean and properly maintained.  
The rooms may not be used for purposes other than those for which they were established.

*Accommodation premises***Art. 69**

1. If necessary for the safety or health of employees, in particular due to the nature of the work, the number of employees or the remote location of the building site, the employer shall provide easily accessible common rooms and/or accommodation spaces
2. If there are no such easily accessible rooms or spaces, other facilities shall be provided to employees.
3. Staff shall have access to sleeping areas, a sufficient number of sanitary facilities, dining rooms, rest rooms and the necessary number of cupboards, tables and chairs with seatbacks. The use value of these welfare facilities must be of a standard equivalent to the measures mentioned in Article 60.
4. The provision of the facilities shall take into account whether there are both male and female staff.

*Special conditions***Art. 70**

1. If special conditions in connection with narrow spaces or traffic considerations at a building site make it impossible to comply with the requirements of section 62(2) and section 63, these requirements may be derogated from as necessary.
2. In that case documentation of such conditions must be submitted before work is started together with a plan for implementation of welfare facilities. This material shall be available to the employees.

## **Annex 8. Offshore wind turbines**

The parties agree that the working time provisions of the collective agreement may be derogated by agreement in regards to work on coastal offshore wind turbines, non-coastal offshore wind turbines, and work directly related to enable planning of working hours for a working period of up to fourteen days followed by fourteen days off ashore.

### ***Work on offshore wind turbines and directly related work***

*The enterprise and a shop steward may conclude a local agreement to the effect that the working hour provisions of the collective agreement may be derogated from so that working hours can be planned with a working period of up to 14 days followed by 14 days of land leave.*

*This provision applies to work on offshore wind turbines (coastal and non-coastal offshore wind turbines) and work and tasks directly related to offshore wind turbines.*

*The work shall be performed by employees whose job function is to perform work on offshore wind turbines in the same shifts as the work on the offshore wind turbines.*

*Employees who primarily work ashore are not eligible for the above.*

### **Requirement for authorisation from the National Working Environment Authority**

The above scheme is a deviation from Section 4 in the Government Order on resting periods and full days off etc. Subject to section 21 of the same order, DI DIO III and the United Federation of Danish Workers Building

Group have agreed that the rules on resting period and full days off are to be deviated from further than specified in sections 19 and 20 of the order.

Subject to Section 21 of the Government Order, the above change is conditional on the approval of the director of the Danish National Working Environment Authority. DI DIO III and the United Federation of Danish Workers (Fagligt Fælles Forbund - 3F) will therefore request approval of the above scheme from the Director of the National Working Environment Authority.

### **If the National Working Environment Authority does not give approval**

If the director of the Danish National Working Environment Authority cannot approve the above provision, an enterprise will instead be able to apply for permission to derogate from Section 4 of the Government Order on resting periods and full days off etc. If such dispensation is granted by the National Working Environment Authority, the above scheme can be used in the same way.

The text in Annex 8 will be changed to the following:

### **Work on offshore wind turbines and directly related work**

*If an enterprise is granted dispensation by the Danish National Working Authority to plan working hours with a working period of up to 14 days followed by 14 days of land leave, the enterprise and the shop steward may enter into a local agreement to the effect that the provisions on working hours of the collective agreement are derogated from so that working hours can be planned with a working period of up to 14 days followed by 14 days of land leave.*

*This provision applies to work on offshore wind turbines (coastal and non-coastal offshore wind turbines) and work and tasks directly related to offshore wind turbines.*



*The work shall be performed by employees whose job function is to perform work on offshore wind turbines in the same shifts as the work on the offshore wind turbines.*

*Employees who mainly work ashore are not eligible for the above.*

The parties agree that if the director of the Danish National Working Environment Authority has not considered the above application before the expiry of the time limit for amendments to the renewed collective agreement, one of the above two provisions will be enforced by organisational agreement between the parties once a decision is made by the director of the National Working Environment Authority, depending on the decision.

This protocol solely relates to working hours on offshore wind turbines and directly related work.

Copenhagen, 7 March 2023

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# 2023

DI  
H.C. Andersens Blvd. 18  
1553 København V  
Telefon: 33 77 33 77  
di@di.dk  
www.danskindustri.dk

Fagligt Fælles Forbund  
Kampmannsgade 4  
1790 København V  
Telefon: 70 300 300  
3f@3f.dk  
www.3f.dk



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