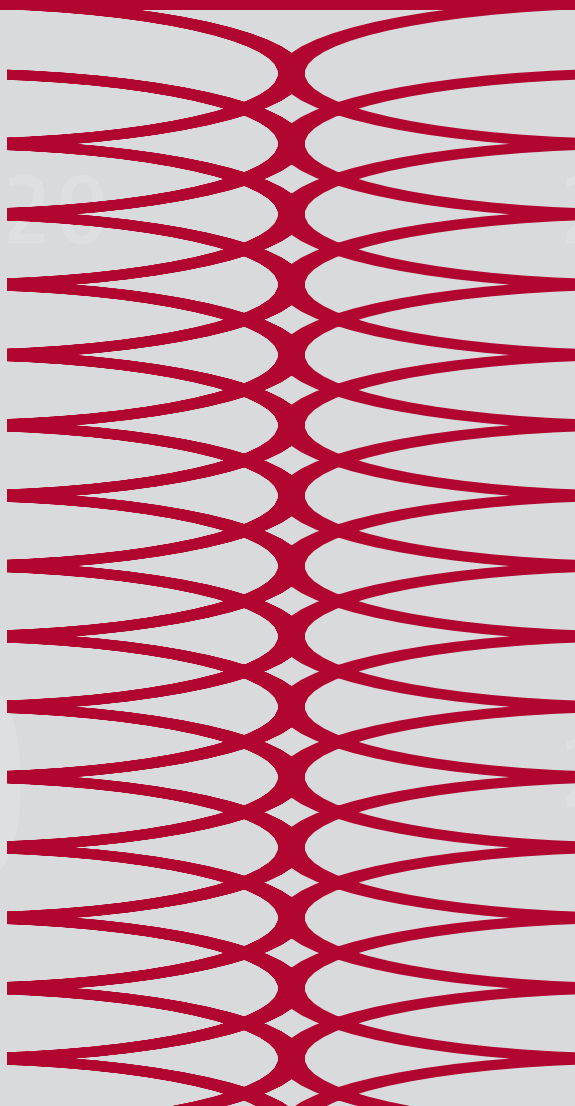




dansk byggeri

# COLLECTIVE AGREEMENT FOR THE CONSTRUCTION AND CIVIL ENGINEERING SECTORS 2020

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



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# Chapter 1

## Scope of the collective agreement

### Art. 1 Scope

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

### **Paving works and assistance with paving works**

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

### **Special provision with regard to roofing works**

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

## **Gardening works**

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

## **Offshore works**

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

The agreement is attached as [Annex 6](#).

## **The municipalities of Copenhagen and Frederiksberg**

10. In the municipalities of Copenhagen and Frederiksberg the existing Collective Agreement between the Union of Construction, Energy & Horticultural Workers (Bygge-, Jord- og Miljøarbejdernes Fagforening) and the Danish Construction Association is in force. To the extent that the Danish Construction Association and the Union of Construction, Energy & Horticultural Workers agree that the provisions of existing Collective Agreement between them shall become invalid, the undersigned parties concur that the present Collective Agreement shall apply in the municipalities of Copenhagen and Frederiksberg.

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| <b>Art. 2 Definition of permanent/non-permanent workplaces</b> |
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1. Permanent stationary workplaces from where a finished product or service is supplied to several different customers, including industrial enterprises, building component factories, ready-mixed



concrete factories, industrial stone enterprises, gravel pits, stationary repair shops, TV inspection, and stationary plant and equipment sites, as well as enterprises which perform sewage or mud dredging works.

### **Varying employment**

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

### **Relocation**

3. Employees may be relocated from permanent workplaces to non-permanent workplaces, and the employees concerned will then be covered by the provisions on non-permanent workplaces.

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| <b>Art. 3 Division into zones</b> |
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### **1. Zone**

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

forest. From that point the boundary of Zone 1 follows the parish boundary northeast along Store Dyrehave; then it goes northwest to the Grønholt Hegn forest and on along its south-eastern side until the northern boundary of Karlebo parish which it then follows eastwards to the Øresund strait immediately south of the Laveskov forest.

## **2. Zone**

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

### **Art. 4 Enrolment of new members**

The following applies to enterprises joining the Danish Construction Association:

#### **New members with a different collective agreement**

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

## **New members covered by accession agreement**

2. Accession agreements in force in enterprises admitted as members of the Danish Construction Association apply for up to three months after the union has been informed in writing about the membership of the Danish Construction Association. Subsequently, the Danish Construction Association's collective agreement in the area concerned will apply.
3. When withdrawing from the Danish Construction Association, 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.

## **Adaptation negotiations**

4. When the trade union learns that an enterprise has become subject to a collective agreement under the Danish Construction Association, the trade union may request that an organisation meeting be held, see [Article 87\(17\)](#).

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 rules 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.

## **Chapter 2**

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

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| <b>Art. 5 Information meeting</b> |
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1. The organisations wish to ensure that the Danish model functions as well as possible in Danish building sites, and that all parties get off to a good start. When the organisations agree that a need exists for it, the contractor must participate at management level in a joint meeting with the social partners. At the meeting, the contractor will have the opportunity to describe his/her organisation, and the social partners will have the 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 of starting 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 their own parties.
5. Furthermore, at the commencement of major building and construction projects, the organisations agree to offer joint introduction meetings for 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**

### **Terms of employment**

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| <b>Art. 6 Information about terms of employment</b> |
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#### **Contract of employment**

1. When hiring employees beyond 1 month with weekly working hours of more than 8 hours, the employee shall be provided with written information about the terms of employment.

In addition to names, addresses, telephone numbers and, respectively, date of birth and number in the Central Business Register (CVR no.), the information must include the following elements:

The collective agreement applying to the employment.

- Type of pay – hourly wage or piece-work
- If hourly wage, specification of the agreed starting wage
- Payment frequency
- Specification of whether the workplace is permanent or non-permanent
- Starting date
- Signatures of the parties.

The information shall be provided to the employee within 1 month of the start of the employment relationship.

The organisations recommend that the contract of employment printed as Annex 4 should be used.

#### **Changes to the terms of employment**

2. Should changes be made to the terms stipulated in the contract of employment, the employee must be informed of such changes in writing as soon as possible and not later than one month after they have come into force – unless the changes are caused by an amendment to legal, administrative or regulatory provisions or

to the provisions of collective agreements that apply to the employment.

### **Failure to comply with the duty of notification**

3. If the employee has not received information on the terms of employment, see (1) and (2), by when the time limits stipulated are reached, the issue may be dealt with in accordance with the agreement's [Procedure for the Settlement of Industrial Disputes](#).

If the above-mentioned information has been given to the employee within 15 days of a written claim for such information having been raised against the enterprise, no penalty can be imposed on the enterprise unless there has been a systematic breach of the agreement on the employer's duty of information.

4. Should an employee who was employed before 1 July 1993 wish to receive information on the terms of employment, see (1) and (2), and the employee submits a request for such information on 1 July 1993 or later, the enterprise must provide the desired information to the employee within two months of the submission of the request.
5. These provisions do not apply to trainees.

|  |
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| <b>Art. 7 Appointment with conditions similar to those enjoyed by salaried employees</b> |
|--|

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

The organisations have jointly drawn up a form to be used for agreements for employment on conditions similar to those

enjoyed by salaried employees. The employment form may subsequently be required to be submitted to the respective unions. [See Annex 5.](#)

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

3. The rules of Article 8 of the Danish Salaried Employees Act on voluntary early retirement pay in the event of death cannot be waived by agreement.

## **Pay**

4. The pay must reflect the individual employee's qualifications, responsibilities, efforts and proficiency.

The salary of the individual employee employed on conditions similar to those enjoyed by salaried employees must be reviewed once a year and adjusted if deemed appropriate. The time when pay is adjusted may be the same as for white collar staff at the enterprise.

Disagreements with regard to remuneration level or adjustment may be submitted for resolution in accordance with the Procedure for the Settlement of Industrial Disputes described in the present collective agreement.

For employment on salaried terms, the hourly wage is converted into monthly salary at the applicable number of hours, currently 160.33. The wages are paid on the same dates as apply to the enterprise's white-collar workers/salaried employees.

## **Length of service**

5. The length of service for employment under conditions similar to those of salaried employees shall be calculated from the time of the transition to salaried employment conditions, with the minimum period of notice previously obtained being maintained.

## Termination

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

The parties agree that the period of notice may not be shorter than the one to which the employee was entitled in accordance with the collective agreement on transition to employment on conditions similar to those enjoyed by salaried employees.

Termination may take place during sickness. The provisions of [Article 81\(8\)](#) and [Article 82](#), of the collective agreement do not apply to contracts of employment with conditions similar to those enjoyed by salaried employees.

7. It may be agreed in the individual contract that the enterprise may terminate the employment by giving one month's notice to the end of a month if the employee concerned has received pay during sickness absence for a total of 120 days over a period of 12 consecutive months. Termination is only valid if it is effected immediately following the end of the period of 120 sick days, and while the person concerned is still sick. However, the validity is not affected by the employee's return to work after notice of termination has been given.

## Working hours

8. Working hours, including any overtime, shift work and staggered working hours, along with payment for such, are determined in accordance with the provisions of the present collective agreement.

## Holidays

9. For employment on conditions similar to those enjoyed by white collar workers/salaried employees holidays are with pay and holiday or with holiday allowance, see Article 16 of the Holiday Act. This provision replaces Article 62 of the collective agreement.

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 before holidays not taken. Transferred holiday due to hindrances to the holiday, see the collective



agreement's [Article 62\(5\)](#) may be notified by the enterprise to be taken during the notice period.

### **Pension on holiday allowance**

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

### **Public holidays**

11. Full pay is given on public holidays and other work-free days.

### **Floating holidays**

12. Employees are entitled to five floating holidays per calendar year.
13. If employees employed on conditions similar to those enjoyed by salaried employees fail to take their floating holidays before expiry of the calendar year, they may claim compensation equal to one day's pay per unused special day of leave within three weeks. The compensation shall be paid to the employee in connection with the next following payment of wages.

### **Special accrual scheme**

14. A special 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 entitled pay

|                         |      |
|-------------------------|------|
| on 1 May 2020 .....     | 5.0% |
| on 1 January 2021 ..... | 6.0% |
| on 1 March 2022.....    | 7.0% |

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

15. 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.

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

## **Sickness**

16. The enterprise pays full pay during sickness.

## **Other provisions**

17. Employees employed on terms similar to those of salaried employees are covered by Articles 2a and 2b, 16, 17 and 17 a of the Danish Salaried Employees Act

Except as otherwise provided for in this provision or in the employment contract concluded between the parties, the employee shall be subject to the rules of the collective agreement.

## **Settlement of industrial disputes**

18. Any disputes concerning the interpretation of the individual agreements or the above guidelines must be settled according to the Procedure for the Settlement of Industrial Disputes set out in the collective agreement.

Should an enterprise wish to be released from a contract of employment on conditions similar to those enjoyed by salaried employees, or should an employee wish to be released, such contract may be terminated with the notice period otherwise applicable to the employee.

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

Existing contracts for appointment under salaried conditions may be rewritten by agreement between local parties in accordance with these guidelines.

## **Chapter 4**

### **Provisions on working hours**

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| <b>Art. 8 Weekly working hours</b> |
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1. The number of normal effective working hours is 37 hours per week
2. The weekly working hours shall be divided into the first five days of the week.

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| <b>Art. 9 The daily working hours</b> |
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#### **Daily working hours**

1. Normal daily working hours are between 6 am and 6 pm. Together, meal and rest breaks may not be more than one hour and not less than 30 minutes.

#### **Determination of daily working hours**

2. Daily working hours and the distribution of meal and rest breaks must be determined in consultation with the employees.
3. If the enterprise is unable to comply with the employees' requests, working hours must be planned with due regard for the interests of the enterprise, and the resulting arrangement may be implemented with ten days' notice.

The employees are entitled to lodge a complaint under the Procedure for the Settlement of Industrial Disputes within this period of notice, if the interests of the enterprise do not sufficiently justify disregarding the interests of the employees.

The agreed pay covers any staggering of meal breaks, but not exceeding on average one hour daily per week and for a single day not exceeding 1 hour and 30 minutes.

### **Art. 10 Variable weekly working hours**

1. At local level, a written agreement may be made to increase or reduce daily or weekly working hours such that the average normal weekly working hours amount to 37 hours over a predetermined period.
2. The period cannot extend beyond 12 months, holidays not included.
3. Such agreement may not cause the number of normal working hours to exceed ten effective hours per day.

### **Art. 11 Weekly working hours with accrued time off**

1. Subject to local written agreement, normal weekly working hours may be fixed at 46 hours on the condition that excess hours in addition to the number stated in [Article 8](#) are taken as time off in lieu, preferably as whole days, within three months of the qualifying period.  
Overtime pursuant to [Article 18\(2\)](#), first sentence, may not be performed at the same time.
2. An agreement on the prolonged weekly working time does not mean there is entitlement to the payment for overtime.
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. 12 Weekend work**

#### **Conditions**

1. Subject to local agreement, weekend work may be introduced.
2. In such case, the maximum number of working hours on Saturdays and Sundays, respectively, is 12 hours.

3. The beginning and end time of working hours on Saturdays and Sundays is set by the enterprise.
4. Employees who are hired for weekend work may not at the same time have any other paid employment.  
  
Thus, no supplementary benefit (for part-time employment) may be paid out to the employees.
5. Agreement on the introduction of a weekend work system in the individual enterprise may only be concluded if the organisations agree to do so.
6. Infringement of (4) shall be regarded as a breach of terms of employment and will result in an immediate dismissal from the enterprise. Should an enterprise know of an infringement of (4), the introduction of weekend work may be suspended.
7. Disputes concerning the above are settled in accordance with the provisions of the collective agreement on the [Procedure for the Settlement of Industrial Disputes](#).

### **Pay conditions**

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

## Days off and work on public holidays

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

## ATP

ATP (Danish Labour Market Supplementary Pension Scheme) contribution is calculated with full contribution

## Art. 13 Part-time employment

### Part-time employment

1. Part-time employment contracts may be concluded at the local level.
2. Weekly working time for part-time employment shall comprise a minimum of 20 and a maximum of 30 hours a week.  
  
Normal weekly working time (the number and arrangement of working hours) shall be agreed individually in each case of part-time employment.  
  
Any change to the normal weekly working hours may be effected in accordance with the provisions of [Article 9](#).
3. Part-time employment is remunerated in accordance with the generally applicable provisions of the collective agreement. The employees are not entitled to any compensation for reduced working time.

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

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

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

#### **Persons with reduced capacity for work**

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

#### **Partial retirement, partial early retirement**

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

The organisations are entitled to present a complaint about the misuse of the present provision in accordance with the [Procedure for the Settlement of Industrial Disputes](#).

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| <b>Art. 14 Outwork</b> |
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If work is performed at workplaces located at such a distance from the enterprise's domicile that the enterprise deems it necessary for the employees to stay overnight away from home in connection with the work, a local agreement must be made with respect to the type of transport, board and lodging, working hours and expected duration of the work.

## **Art. 15 On-call work**

1. Call-outs to work after the end of normal working hours, on non-working weekdays, Sundays and public holidays are paid in accordance with the provisions of the collective agreement, but not less than the amount equivalent to the pay for four hours' work.
2. Local agreements on payment for being on call for work are concluded prior to the introduction of on-call work.

## **Art. 16 Days off**

### **1 May**

1. 1 May is a full day off.

### **Constitution Day**

2. Constitution Day is a full public holiday with a public holiday advance in accordance with [Article 67\(5\)](#).

### **Floating holidays**

3. Employees are entitled to five floating holidays per calendar year.
4. Floating holiday entitlements are paid according to the same rules as apply to the payment of public holidays, see Article 67, and are taken according to the same rules as apply to the taking of remaining holidays.
5. Advance payment for floating holidays amount to DKK 1,300.00 per day for adult employees and DKK 700.00 per day for young employees.
6. If an employee is sick when the floating holiday begins, the employee shall not be obliged to take the floating holiday and the holiday may be postponed.



## **Art. 17 Other arrangements concerning working hours**

1. If, in case of special work assignments, unanimity is achieved at the local level with regard to other arrangements concerning working hours than the ones described in the present Collective Agreement, such arrangements may be introduced following approval by the United Federation of Danish Workers (Fagligt Fælles Forbund) and the Danish Construction Association (Dansk Byggeri).

## Chapter 5

### Overtime, staggered working hours, shift work

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| <b>Art. 18 Overtime</b> |
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#### Performance of overtime

1. Employees may be required to carry out overtime to the extent it is required because of the type of the work.
2. Enterprises may use overtime of up to eight hours a week, provided that unanimity with respect thereto is achieved at the local level.

In addition, in accordance with (1) and employment case law, enterprises may use overtime in the normal manner.

#### Calculation of overtime hours

3. Overtime is calculated from the end of normal working hours including 30 minutes' meal break immediately after the end of daytime working hours.

The meal break is not included if the duration of overtime is only one hour.

#### Night work

4. Night work is calculated from and including the fourth hour after the end of normal working hours until the beginning of normal working hours on the following day, with 30 minutes' meal break every four hours.

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| <b>Art. 19 Systematic overtime</b> |
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1. If the local parties have tried in vain to make an agreement on variable weekly working hours, see [Article 10](#), the enterprise may give notice of systematic overtime. Systematic overtime may not exceed five hours per calendar week and one hour per day and must be 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. Systematic overtime must – unless otherwise agreed between the management of the enterprise and the shop steward – be taken as whole days off in lieu within a twelve-month period after it was performed.
3. Surplus hours that do not entitle the employee to a full day off work are carried forward.
4. The time for taking time off in lieu is determined by the employer following local negotiations between the parties. However, the employee must be given a notice of minimum 6x24 hours.
5. Time off in lieu stemming from systematic overtime may not be scheduled during a period of notice of termination, unless the enterprise and the employee agree on this.
6. The existing possibilities for notifying overtime according to the other rules of the collective agreement will not be affected by the possibility of notifying systematic overtime.

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| <b>Art. 20 Remuneration for overtime, work on Sundays and public holidays</b> |
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### **Overtime premiums**

1. Overtime in the first three hours after the end of normal working hours is paid at the hourly rate increased by ..... 50%  
One out of these three hours may fall immediately before the beginning of normal working hours, but not before 6:00 a.m.
  2. Overtime beyond the first three hours after the end of normal working hours (i.e. night work) and until the beginning of normal working hours on the following day is paid at the hourly rate increased by ..... 100%
- Work on Sundays and public holidays is paid at the hourly rate increased by ..... 100%

3. The above-mentioned percentages are based on the minimum pay rate specified in [Article 23](#).

### **Non-working weekdays**

4. In case of work on a non-working weekday, overtime is calculated from the beginning of normal working hours.

### **Deduction for meal breaks**

5. No deduction for meal breaks is made in the payment for overtime, night work and work on Sundays and public holidays.

|  |
|--|
| <b>Art. 21 Staggered working hours</b> |
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1. Staggered working hours cannot be established in such a way that total staggered working hours fall within the period from 6 am – 6 pm.

Reference is made to the provisions of [Article 9](#) concerning notice of arrangement of normal working hours.

### **Notification of staggered working hours**

2. Where staggered working hours are introduced, a period of notice of at least 3 x 24 hours must be given. If no such notice has been given, an overtime allowance is paid for the work performed outside the enterprise's normal daily working hours until the end of the notice period.

### **Provision governing duration of staggered working hours**

3. If, on the enterprise's instructions and through no fault of his/her own, an employee is prevented from continuing working staggered hours for a period exceeding one week, the employee will receive an overtime premium for work performed outside the normal daytime working hours of the enterprise.

### **Payment for working staggered hours**

4. No allowance is payable for the portion of staggered working hours between 6:00 am and 6:00 pm, provided that the provisions of (2) and (3) are met.

5. If working hours are staggered in such a way that they end after 6:00 pm but start before 12 midnight, the following hourly allowance is paid from the beginning of the pay week which includes 1 May 2020:

From 6:00 pm to 10:00 pm ..... DKK 26.10

From 10:00 pm to 6:00 am ..... DKK 44.85

For staggered work starting at 12 midnight or after, the following hourly allowances are payable for hours worked until 6:00 am ....  
..... DKK 54.45

From the beginning of the pay week which includes 1 January 2021, the hourly allowance rates will be changed to:

From 6:00 pm to 10:00 pm ..... DKK 26.55

From 10:00 pm to 6:00 am ..... DKK 45.55

For staggered work starting at 12 midnight or after, the following hourly allowances are payable for hours worked until 6:00 am ....  
..... DKK 55.35

From the beginning of the pay week which includes 1 March 2022, the hourly allowance rates will be changed to:

From 6:00 pm to 10:00 pm ..... DKK 26.95

From 10:00 pm to 6:00 am ..... DKK 46.30

For staggered work starting at 12 midnight or after, the following hourly allowances are payable for hours worked until 6:00 am  
..... DKK 56.20

### **Overtime in connection with staggered working hours**

6. If an employee is required to work overtime in continuation of staggered working hours, the employee is – in addition to the above allowances – entitled to the overtime premiums fixed in the collective agreement for hours worked beyond the staggered hours.

## **Art. 22 Shift work**

1. Shift work refers to a system of working in which employees work different hours according to a predetermined work schedule. However, provided that it is agreed, work may be carried out by permanent teams for all three shifts.

Normally these teams replace each other, but if the best interests of the enterprise so require, the teams may overlap each other or there may be breaks between them.

### **The enterprise's operating hours**

2. The enterprise's operating hours are independent of each employee's collectively agreed working hours and are only limited by statutory provisions.

### **Notification and duration**

3. Where shift work is introduced, a period of notice of at least 5 x 24 hours must be given. However, employees who have been hired for shift work or who may be regarded as shift workers, see (4), are not entitled to require that such notice be given. If the work is required to be performed before the expiry of the notice period, employees who are entitled to require such notice are paid normal overtime allowances calculated on the basis of the enterprise's normal daily working hours, instead of the shift work allowance.

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

### **Working hours (method 1)**

4. In case of work on first shift, the normal working hours for all employees are 37 hours per week. In case of work on second and third shifts, the normal working hours are 34 hours per week.

Subject to local agreement, up to five hours' overtime per week may be carried out on all three shifts.

## **Working hours (method 2)**

5. Shift work is arranged in accordance with a locally agreed rota cycle so that each employee's average normal working hours for work in three shifts amount to 35 hours, and an average of 35 hours and 30 minutes for two-shift work. Hours in excess of the above specified average are converted to full days off included in the rota plan.

## **Shift workers**

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

## **Special provisions on working hours**

7. Working hours must be proportionally reduced for public holidays, holidays or other collectively agreed days off.
8. When the work schedule is prepared, employees must be given the weekends off work in the best possible way.

## **Interruptions, reorganisation, or transfer**

9. In the case of interruption of shift work, rescheduling of the predetermined rota system or transfer of employees, see (10), each employee's actual working hours in the given pay period must be individually calculated and compared to the standard working hours as described in (4-7).

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

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

|                     |            |
|---------------------|------------|
| 1 May 2020.....     | DKK 214.60 |
| 1 January 2021..... | DKK 218.00 |
| 1 March 2022.....   | DKK 221.50 |

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

### **The working day**

11. In relation to shift work, a working day is reckoned to run from 6:00 am to 6:00 am on the following day or from the beginning of normal working hours in the given enterprise to the same time on the following day, unless otherwise agreed in writing.

### **Shift work allowance**

12. The following hourly allowance is paid for shift work on weekdays except Saturdays from 6:00 pm to 6:00 am from the beginning of the payment week which includes:

1 May 2020 ..... DKK 40.20

1 January 2021 ..... DKK 40.85

1 March 2022..... DKK 41.50

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

1 May 2020 ..... DKK 94.90

1 January 2021 ..... DKK 96.40

1 March 2022..... DKK 97.95

No additional overtime allowance is paid.

It may be agreed at local level that the time intervals mentioned above start and end up to eight hours earlier than specified. For example, if the Sunday workday ends on Sunday evening at 10:00 pm, the allowance according to (12) is paid for work performed from that time onwards.

### **Overtime**

14. For overtime carried out at the times which entitle to shift work allowance as described in (12) and (13), such shift work allowance



in the amount corresponding to the relevant time interval is paid in addition to the overtime rate.

### **Work on or staggering of days off**

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

|                     |           |
|---------------------|-----------|
| 1 May 2020.....     | DKK 94.90 |
| 1 January 2021..... | DKK 96.40 |
| 1 March 2022.....   | DKK 97.95 |

The same allowance is also paid if a pre-scheduled day off duty falls on a public holiday and no paid day off can be given in exchange.

16. If a pre-scheduled day off duty is staggered without it being the consequence of a change to a predetermined rota system, the following hourly allowance is paid from the beginning of the pay week which includes

|                     |           |
|---------------------|-----------|
| 1 May 2020.....     | DKK 28.40 |
| 1 January 2021..... | DKK 28.85 |
| 1 March 2022.....   | DKK 29.30 |

A pre-scheduled day off duty may not be staggered for a period in excess of four weeks, unless otherwise agreed at local level.

17. If an employee's pre-scheduled day off duty which falls on a weekday is cancelled, he is, for work on that day, entitled to a collectively agreed allowance for work on a guaranteed day off on a weekday.

### **Local agreements**

18. Besides the stipulations mentioned in the present Article, local agreements may be concluded that allow for special circumstances in the enterprise relating to the scheduling of working hours, shift work and meal breaks, and the harmonisation of

payments over a period of time. Such agreements must be made in writing.

## Chapter 6 Hourly wages provisions

### Art. 23 Adult employees

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

|                      |            |
|----------------------|------------|
| 1 May 2020.....      | DKK 128.65 |
| 1 January 2021 ..... | DKK 131.15 |
| 1 March 2022.....    | DKK 133.65 |

### Art. 24 Drivers and asphalt workers

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

|                      |            |
|----------------------|------------|
| 1 May 2020.....      | DKK 133.75 |
| 1 January 2021 ..... | DKK 136.25 |
| 1 March 2022.....    | DKK 138.75 |
2. The term “drivers” refers to employees who primarily work as roller machine drivers, lorry drivers with HGV licences, drivers of tractors with loading and soil excavation tools, drivers of flatbed trailers and lorries with trailers for which special driver’s licences are required, drivers of excavators, heavy soil equipment, mobile cranes and construction cranes.
3. The term “asphalt workers” refers to employees who primarily work with transport and manufacture of bituminous road surface materials (including cleaning and repair works).

## **Art. 25 Roofing works**

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

|                     |            |
|---------------------|------------|
| 1 May 2020.....     | DKK 137.25 |
| 1 January 2021..... | DKK 139.95 |
| 1 March 2022.....   | DKK 142.70 |
2. The above specified rates apply to all repairs, minor roofing and coating works, outwork, removal of bulges, drying, snow removal, etc., not performed as piece-work. The rates are equal to the minimum hourly wage rate specified in [Article 23](#) minus DKK 2.75 + 9%.

## **Art. 26 Gardeners**

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

## **Art. 27 New employees with no industry experience**

1. The following minimum hourly rates of pay for new employees with no industry experience are payable for the first three months as from the beginning of the pay period which includes:

|                     |            |
|---------------------|------------|
| 1 May 2020.....     | DKK 123.15 |
| 1 January 2021..... | DKK 125.65 |
| 1 March 2022.....   | DKK 128.15 |

## Art. 28 General

### Determination of wages

1. The parties agree that it is a condition that there can and must be deviations from the minimum wage rate set out in the collective agreement because the 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 pay shall also be influenced by there being no or only negligible access to piece-work 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 in as an observer in the negotiations.
4. If desired, minutes of the meeting will be prepared.
5. Negotiations on adjustment of individual wages may be made once in every agreement year.
6. In the event of particularly dirty work, the employees are entitled to assert a claim for an allowance in addition to the basic wage if such work has not already been accounted for in the determination of wages. If agreement is not reached, the disagreement can be dealt with in accordance with the [Procedure for the Handling of Industrial Disputes](#).

### 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 wage level of the individual enterprise is considerably lower than the wage level in comparable enterprises in the industry. The parties agree that in itself it is

not enough to establish disproportion that there is a substantial deviation from the average wage within the industry. It is a condition that the enterprises are comparable within the same industry and geography.

### **Settlement of disputes**

9. Disputes as to whether disproportion exists may be settled according to the industrial provisions in Chapter 16 (on ordinary burden of proof principles). Any industrial case may be initiated on the basis of the conditions in an ongoing construction site.
10. During the organisation meeting, the parties seek to reach agreement on the existence of disproportion and its level. If the parties reach agreement, the case may be closed.
11. If during the industrial consideration of the case, it is not possible to reach agreement about disproportion, the case may be continued before an industrial arbitration tribunal, which will decide whether disproportion exists – and to the extent agreed – the level of any such disproportion.
12. Any disproportion found must if so requested be the subject of local negotiations.
13. If there is found to be disproportion, the parties may by industrial negotiations seek to reach agreement as to how the disproportion can be put to an end. However, any disagreement on the determination of wages cannot be referred to industrial arbitration.

### **Art. 29 Weather conditions**

If the enterprise or its representative declares that the execution of certain work must be suspended due to poor weather conditions, but expressly requires that the employee remains at the workplace while awaiting the opportunity to work, such waiting time shall be paid at the minimum rate stipulated in [Article 23](#).

## **Art. 30 Day and night duty**

Day and night duty shall be paid at the minimum rate applicable at the given time, see [Article 23](#), unless otherwise agreed at the local level.

## **Art. 31 Welfare facilities – non-permanent workplaces**

### **Applicable rules**

1. Welfare arrangements shall be implemented as specified in the currently applicable government order which forms part of the Collective Agreement, at present the “Government Order No. 1516 of 16 December 2010 on the Conditions at Construction Sites and Similar Places of Work issued by the Danish Working Environment Authority”.
2. If employees find that welfare arrangements do not comply with the applicable regulations, they may raise a complaint through their organisation.

### **Information meeting**

3. An information meeting will then be held at the workplace within five days with the participation of the parties and representatives of the organisations unless the situation has been rectified previously. However, see point 8.
4. At the meeting, it is determined whether the regulations have been complied with or not, and whether any shortcomings may be considered to significantly impair the utility value.
5. Should the parties present at the meeting agree that there are no shortcomings which would significantly impair the utility value, the case is closed.
6. If it is determined that there are shortcomings which significantly impair the utility value, shelter money rate 1 is paid from the day the complaint was raised in writing until the day the conditions are rectified.
7. If no agreement is reached at the meeting, either party may submit the case for resolution in accordance with the industrial

disputes procedure. Minutes of the meeting shall be recorded, indicating the disagreement.

8. If the shortcomings are of such a nature that the holding of an information meeting would be obviously groundless, e.g. if there is no shelter at all in a place where it is required by the regulations, the employees may require to be paid shelter money rate 2 from the day the complaint was raised while writing until the day the conditions are rectified.
9. Disputes within the scope of (8) are resolved in accordance with the Procedure for the Settlement of Industrial Disputes.
10. Any shortcomings as described in (6) and (8) must be rectified by the enterprise within five working days of the date of the information meeting or of the date on which the complaint was raised in writing. Otherwise, the case may be continued under the labour law system.
11. If the duration of the work is max. 3 working days or 6 working days and the enterprise does not provide adequate toilet and dining facilities, the employees may claim shelter money at rate 1.

### **Shelter money**

12. Shelter money rate 1 per man per day is ..... DKK 57.50  
Shelter money rate 2 per man per day is ..... DKK 90.00



## Chapter 7 Special provisions

***The following shall apply to new members of the Danish Construction Association and enterprises that were previously subject to the Collective Agreement for the Construction and Civil Engineering Sectors between SiD and BYG:***

### **Art. 32 Mileage allowance**

1. For work performed at a distance of 10 km up to and including 35 km from the employee's residence, the employee is paid per day at work a travel allowance of at present DKK 1.96 per km or portion thereof in excess of 10 km for the journeys both to and from work.
2. The above allowance is subject to adjustment in accordance with government rules for private transport exceeding 20,000 km per year.
3. No mileage allowance is paid for distances up to 10 km or if the employer provides a means of transportation free of charge.
4. Separate agreements shall be made for distances exceeding 35 km.
5. Distances are calculated over the shortest practicable route.
6. Employees are not entitled to an increase of mileage allowance during an ongoing piece-work job even if the distance increases due to the change of residence of the given employee.
7. Where a limit of 10 km is specified in the above, the applicable limit is 5 km for North Zealand, Zones 1 and 2, including the County of Copenhagen.

**Special Provisions for Roofing Work in Annex 2 shall apply to enterprises that work with roofing work, irrespective of the date of the enterprise's membership of Dansk Byggeri (the Danish Construction Association).**

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

**Art. 33 Stand-by duty**

Agreements for stand-by duty may be entered into locally in accordance with the following provisions:

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

1 May 2020 ..... DKK 27.15

1 January 2021 ..... DKK 27.55

1 March 2022..... DKK 28.00

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

1 May 2020 ..... DKK 21.85

1 January 2021 ..... DKK 22.20

1 March 2022..... DKK 22.55

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

Payment is made for whole hours and for a minimum of four hours.

Where several employees form part of the rotation schedule, a distribution of duty periods must be negotiated.

It shall be ensured that individual employees are not continually required to be on stand-by duty.

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

|  |
|--|
| <b>Art. 34 Hotel accommodation and board</b> |
|--|

If, by agreement with the enterprise, employees must stay overnight away from home, hotel and meal expenses (at a reasonable standard) are paid along with an allowance of DKK 130.25 per day.

## **Chapter 8**

### **Payment of wages**

|                           |
|---------------------------|
| <b>Art. 35 Pay period</b> |
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1. The pay period ends on Saturdays at the end of working hours, unless otherwise agreed between the enterprise and the employee.
2. The pay period is two weeks unless another pay period is agreed at the local level.

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| <b>Art. 36 Payment of wages</b> |
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#### **Pay day**

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

#### **Public holidays**

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

#### **Suspension of work due to poor weather conditions, etc.**

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

#### **Holidays**

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

## **Employment and dismissal**

6. Employees dismissed by the enterprise or its representative are not entitled to receive their wages until the first following ordinary pay day.
7. Upon dismissal, employees dismissed by the enterprise or its representative must be able to present documentation for the number of hours that they worked, irrespective of whether they were paid for piece-work or by the hour.

## **Payment of advances**

8. Payment of piece-work advances falls due on pay days.  
Requests for such advances must, however, be submitted one week prior to the pay day.

## **Payment of piece-work surplus**

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

## **Uncollected piece-work surplus**

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

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| <b>Art. 37 Payslips</b> |
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1. Payslips with the following minimum information must be used in connection with the payment of wages:
  - The CVR No. of the enterprise
  - Hourly-paid work
  - Piece-work/surplus

- Overtime
- Pay during sickness
- Holiday and public holiday savings
- Mileage allowance
- ATP
- Pension
- Compensation for first and second days of unemployment

### **Electronic payslips**

2. The enterprise may, in full discharge, submit payslips which are to be exchanged during or after the ongoing period of employment via the electronic mail solutions that may be available, e.g. E-Boks or by e-mail.
3. Should the enterprise wish to make use of this option, it may do so with three months' prior notice to its employees, unless otherwise agreed. After the expiry of the notice period, employees who are unable to collect the documents electronically will be given them on application to the enterprise.

## Chapter 9

### Performance-related pay

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| <b>Art. 38 Piece-work lists, guideline time schedules and price schedules</b> |
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1. Enterprises which prior to 1 March 2004 were subject to the Collective Agreement for the Construction and Civil Engineering Sectors concluded between SiD (Specialarbejderforbundet i Danmark) and the Danish Building Contractors' Association are still subject to the piece-work lists, guideline time schedules and other price schedules within the scope of the collective agreement.
2. Enterprises which prior to 1 March 2004 were subject to the Collective Agreement for the Construction and Civil Engineering Sectors concluded between SiD Specialarbejderforbundet i Danmark and BYG /Byggeriets Arbejdsgivere are still subject to the Price Schedule for Construction and Civil Engineering works in the Regional Districts and North Zealand, Zones 1 and 2, including the County of Copenhagen, between the federation and BYG.
3. Furthermore, the parties abide by the collective agreements entered into between the organisations within the Confederation of Danish Employers and the Danish Confederation of Trade Unions with regard to works not specified in the above price schedules.
4. Enterprises which become members of the Danish Construction Association after 1 March 2004 conclude local agreements as to which of the above price schedules the parties want to apply. If the parties cannot reach agreement at the local level, the dispute is resolved in accordance with the [Procedure for the Settlement of Industrial Disputes](#).

## Art. 39 Piece-work rules

### Price lists and price schedules

1. Works which are specified in price schedules, piece-work lists and “Guideline Time Schedules” (in the following referred to as price schedules and data sheets) are performed as piece-work within the time and at the rates stipulated in the aforementioned documents unless the piece-work rate is established based on time and motion studies or there is another agreement between the enterprise and the employees concerned.
2. No hourly pay as specified in [Article 23](#) is guaranteed for work performed under the piece-work system.
3. Each of the organisations may at any time require that the basic time specifications for the provision of piece-work as stipulated in the piece-work lists be revised, using time and motion studies in so far as resources are available for the execution of such studies. The issue may also become subject to debate in the committee for piece-work time specifications.

### Ad-hoc work

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

### Unloading materials

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

### Piece-work shortfall

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



## **Information to the work team**

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

### **Art. 40 Negotiations once per collective agreement year**

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

### **Art. 41 Trainee participation in journeymen/adult's piece-work**

1. Adult employees may not refuse to let trainees participate in piece-work.
2. Where trainees participate in the piece-work of adult employees, local agreements are made between the enterprise and the adult employees as to the amount at which the trainees take part in such piece-work.

### **Art. 42 Fixing of piece-work rates according to "Guideline Time Schedules"**

#### **"Guideline Time Schedules"**

1. The use of data sheets may be required for the purpose of negotiating piece rates for work which is covered by "Guideline Time Schedules" issued by the organisations.
2. Similarly, the use of "Guideline Time Schedules" may be required in case of work performed at non-permanent workplaces with the help of mechanical equipment and according to methods not

provided for in the piece-work list, where conducting local time and motion studies would not be suitable or desired by both parties.

### **Deviations**

3. If deviations from the values specified in data sheets occur during the execution of works covered thereby, reduction or increase of time limits stipulated in the data sheets must be negotiated.
4. If no agreement is reached, any of the parties may require that reduction or increase of time limits be determined in accordance with the [Procedure for the Settlement of Industrial Disputes](#).
5. Reduction or increase of time limits ordered by way of the industrial disputes procedure (or industrial arbitration procedure) may become subject to revision by way of a new arbitration procedure if so required by any of the organisations.

### **New data sheets**

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

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| <b>Art. 43 Determination of piece rates on the basis of time and motion studies</b> |
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1. When time and motion studies aimed at determining piece rates are carried out, and piece rates are determined on the basis of conducted time and motion studies, the rules and minute factors adopted for time and motion studies in the collective agreement must be used.

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| <b>Art. 44 Execution of piece-work on other basis</b> |
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1. The organisations endeavour to ensure that works which are suitable to be performed under the piece-work system, but which

lie outside price schedules and data sheets, are performed as piece-work.

2. In such case, price schedules and data sheets are used as guidelines for the agreement on the terms and conditions of the execution of piece-work concluded between the enterprise and the employees concerned.
3. When an agreement on piece-work which lies outside price schedules and data sheets is concluded, all provisions and special conditions for carrying out the work should be written down in advance and signed by the parties or their representatives. Such provisions and conditions may not be set aside by employees who are later taken on for the work.
4. If agreement cannot be reached on the terms and conditions for carrying out work under the piece-work system, the work is performed on an hourly basis according to the stipulations on hourly pay.
5. Disputes regarding terms and conditions of piece-work may be resolved in accordance with the Procedure for the Settlement of Industrial Disputes, but not by way of industrial arbitration unless the organisations agree to do so.
6. Disputes regarding the execution of work under the piece-work system may not be cause for work stoppage.

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| <b>Art. 45 Minute factors</b> |
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1. From the beginning of the pay week which includes 1 May 2020 the rates shall be as follows (excluding the regular hourly allowance):

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|---|------------|
| Copenhagen and North Zealand's 1st and 2nd Zone ..... | DKK 2.388  |
| Regional districts .....                              | DKK 2.2515 |

From the beginning of the pay week which includes 1 January 2021 the rates shall be as follows (excluding the regular hourly allowance):

Copenhagen and North Zealand's 1st and 2nd Zone ..... DKK 2.438

Regional districts ..... DKK 2.3015

From the beginning of the pay week which includes 1 March 2022 the rates shall be as follows (excluding the regular hourly allowance):

Copenhagen and North Zealand's 1st and 2nd Zone ..... DKK 2.488

Regional districts ..... DKK 2.3515

### **Regular hourly allowance**

Unless otherwise agreed, an addition of DKK 25.50 applies to each piece-work hour.

#### **2. Special provisions with regard to roofing work**

From the start of the pay week that includes 1 May 2020, the allowance including regular hourly allowance amounts to ..... DKK 2.7573

From the start of the pay week that includes 1 January 2021, the hourly allowance including regular hourly allowance amounts to ..... DKK 2.8073

From the start of the pay week that includes 1 March 2022, the allowance including regular hourly allowance amounts to ..... DKK 2.8573

### **Capital region**

The minute factor for work performed in the Capital region, i.e. within the area bounded by a circle with Copenhagen City Hall Square at the centre and a radius of 27 km, is the minute factor applicable from time to time in the regional districts + DKK 0.064/minute.

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

## Art. 46 Advance piece-rate payment

### Work under the piece-work system

1. For work performed under the piece-work system, an amount equivalent to the minimum wage rate, see [Article 23](#), is paid in advance.
2. If the work being performed is of longer duration, once in every four weeks the employees concerned can request the payment of an advance equivalent to 90% of the total amount due for the work performed according to the applicable piece rates.
3. Should the enterprise require final piece-work accounts for a part of the piece-work agreement while the work is in progress, such final accounts must be scrutinised according to the provisions of [Article 48](#), following which an advance of up to 90% is paid.

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

4. When time and motion studies are conducted in order to determine the time necessary to perform individual work tasks for use as a calculation basis for the piece rates for the employees who carry out the given work, the minute factor agreed from time to time between the organisations less 10% is paid in advance.
5. Once the piece-work calculations have been completed, payment is made according to the above provisions.

The following percentage allowances are taken into account when calculating advances:

If 15% or less of the anticipated number of units has been completed, the following is added to the basic time for the completion of the given number..... 40%

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

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

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

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

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

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

#### **Art. 47 Special piece-work payments claims**

1. Any requirement for payment for services not covered by piece-work times and prices or included in price schedules and data sheets must be made as soon as possible during the performance of the work.
2. Where an employee representative makes a written requirement for payment of piece-work to the enterprise or its representative, the enterprise must reply to such requirement within six work-days.
3. When the enterprises has made its offer, see (2), the employees must respond to the offer in writing within six workdays.
4. The day of receipt is not included in the above deadline.
5. If the deadlines mentioned in (2) and (3) are not met, the requirement or offer, respectively, is considered as approved.
6. The deadlines are considered as met if the requirement or offer, respectively, has been sent by registered mail within the deadlines mentioned or has demonstrably been received by the other party within the deadlines mentioned.
7. Any dispute between the enterprise and employee representatives about the requirements or offers made may be resolved in accordance with the [Procedure for the Settlement of Industrial Disputes](#).

#### **Art. 48 Piece-work statement**

##### **Survey**

1. Once the piece-work has been completed, the enterprise and the employees together conduct survey of the works.  
Both parties may be represented by representatives.

### **Deadline for the submission of accounts**

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

### **Keeping accounts**

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

### **Objections to accounts**

7. Any objections to the accounts raised by the enterprise must be submitted in writing to the employees within six working days of the receipt of the accounts by the enterprise, but at the earliest ten working days of the completion of the works. The day of receipt is not included in the above deadline.
8. Saturdays are not included in a five-day working week.
9. The deadline for raising objections to the accounts shall be regarded as having been met if the objections were sent by registered mail prior to the expiry of such deadline.
10. If it is indisputable that the accounts were sent by a local survey enterprise, objections may be submitted to such enterprise instead of the employees.

11. The points and amounts which cannot be accepted must be specified in the objections. If the deadline for raising objections is not met, the accounts are considered as approved.
12. If an enterprise or a worker has announced aggregate (main) holiday, the deadlines will be prolonged for a period corresponding to the time of the holiday.

### **Settlement of disputes**

13. Within two weeks of the expiry of the deadline for raising objections, the enterprise and the employees undertake negotiations with regard to any disputable amounts.
14. If no agreement is reached by way of negotiations, the dispute is resolved in accordance with the Procedure for the Settlement of Industrial Disputes.
15. However, a written request for mediation must be submitted within six weeks of the expiry of the deadline for raising objections. Otherwise, the disputable part of the claim becomes void.

### **Special provisions**

#### **Team foreman**

16. If a team foreman employed by the enterprise performs piece-work tasks, any allowance he/she may have in addition to his/her ordinary hourly rate is not considered as paid hourly wage when piece-work accounts are being settled.
17. If the enterprise imposes extra work on the team foreman over and above managing the piece-work team and performing the piece-work tasks, the enterprise must keep the piece-work team indemnified against any financial losses.

#### **Quantitative discrepancies**

18. If the given piece-work is based on piece-work studies and, due to reasons attributable to the enterprise, the employees complete fewer or more units (repetitions) than assumed, the anticipated basic time is adjusted according to the provisions in "Guideline Time Schedules" in connection with the settlement of piece-work accounts.



19. Disputes regarding the adjustment of basic time due to deviations from the assumptions may be resolved in accordance with the [Procedure for the Settlement of Industrial Disputes](#).

### **Work stoppage**

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

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| <p><b>Art. 49 The use of time and motion studies and guideline time schedules</b></p> |
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### **Time and motion studies as a reliable basis**

1. The United Federation of Danish Workers and the Danish Construction Association have concluded an agreement on the use of time and motion studies.
2. The purpose of the agreement is to improve productivity. Productivity can be increased by discovering:
  - The most suitable working methods under the conditions.
  - A reliable basis for establishing the time necessary for the performance of piece-work tasks, and the organisations agree that time and motion studies are a necessary tool to achieve such basis.
3. Through the agreement the organisations pledge their support for both the organisations' and the individual enterprises' efforts for the use of time and motion studies.

### **Guideline Time Schedules**

4. The United Federation of Danish Workers and the Danish Construction Association have concluded an agreement on preparing data sheets for guideline time schedules for specified and normally occurring work tasks performed with the use of mechanical

equipment and according to methods not provided for in piece-work lists.

The texts of these agreements are available upon request to the organisations.

#### **Art. 50 Price Schedule Committee for Paving Works**

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

The organisations appoint their representatives to the committee.

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

#### **Art. 51 Permanent Price Schedule Committee**

1. The purpose of the committee is to establish prices and rates for works performed with the use of new materials which are not listed in the price schedules mentioned under Article 38(2) and to deal with issues related to the changes of working conditions (e.g. through the use of work-saving machinery, electrical hand tools, etc.).
2. If the parties agree to establish prices for such works, these shall apply until declared invalid by one of the parties upon the expiry of the Collective Agreement. Agreement as to the establishment of prices for such works is an integral part of the Collective Agreement.  
The prices shall be included as an addendum to the above mentioned price schedules.
3. If the price schedule committee does not reach agreement on the fixing of prices, the matter will be dealt with in accordance with the rules of professional law.

## Chapter 10 Pension

### Art. 52 Pension and healthcare scheme

1. The enterprise pay the pension contribution for adult employees over 18 years of age (until 1 September 2020 for trainees who have reached the age of 20 years) and who have been employed for 6 months under a collective agreement between the trade unions within the Federation of Building, Construction and Wood Workers' Unions (BAT-Kartellet) and the Danish Construction Association or Tekniq or have been in paid work for an equivalent period.

#### **Pension contribution**

2. The pension contribution is 12% of the employee's holiday qualifying pay plus holiday pay and pay for public holidays. The employee pays 4% of the total contribution amount and the enterprise pays 8%.
3. Employees have the right to increase their contributions.

#### **Pension of holiday allowance during sickness**

4. Pension is calculated of 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 transferred 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 the final settlement of the employee's contribution.

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

5. The enterprise will pay pension contributions for trainees when they reach the age of 18 years and have had six months' paid work. However, in the trainee's 18<sup>th</sup> and 19<sup>th</sup> years, the rates of contribution are 4% for the enterprise and 2% for the trainee, a

total of 6%. In addition, the enterprise will bear the costs of the insurance scheme for trainees.

6. Trainees who begin vocational training before their 18<sup>th</sup> birthday will be covered by the insurance provisions in [Chapter 20](#) until they are entitled to their pension.
7. Trainees 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.
8. The rate referred to in (5) 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 AUB. The insurance scheme provided for in Chapter 20 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**

9. During the 14 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 amounts to ..... DKK 2,040.00

Per hour ..... DKK 12.75

The enterprise pays 2/3 of the total contribution amount and the employee pays 1/3.

#### **Payment of pension contribution**

10. The parties agree that the enterprises pay the employees' parts of the contribution and transfer the total contribution to PensionDanmark. Pension contributions are payable at the latest on the tenth day of the month following the period for which they are due. For more information, please refer to the instructions from PensionDanmark.
11. 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 January 2019.

## Health scheme

12. enterprises that do not already have a health scheme approved by the organisations will establish a healthcare scheme with PensionDanmark.
13. The health insurance contribution is 0.15% of the employee's holiday qualifying pay plus holiday pay and pay for public holidays.
14. The health scheme must comprise telephone counselling in case the employee needs emergency psychological help, addiction counselling or a guide to the health service sector.
15. 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.
16. The enterprises may, with prior consent of the parties, terminate the health insurance scheme with PensionDanmark by giving three months' notice, provided that they join another health scheme which is at least equivalent to the scheme of PensionDanmark.

## **Chapter 11**

### **Sickness, child's first sick day, etc.**

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| <b>Art. 53 Sickness and injury</b> |
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#### **Duration**

1. The enterprise pays wages during the employee's absence due to sickness for a period of up to four weeks starting from the first whole day of absence.

The enterprise pays wages during the employee's absence due to injury for a period of up to eight weeks starting from the first whole day of absence.

#### **Relapse**

2. If, within 14 calendar days of returning to work after the first period of sickness, the employee suffers a relapse and again becomes absent due to the same sickness, the four- or eight-week period, respectively, in which the enterprise pays wages to the employee, is counted from the first day of absence in the first absence period.

#### **Sick pay conditions**

3. It is a condition that the employee has been continuously employed by the enterprise for at least three months and fulfils the requirements of the Danish Sickness Benefit Act (Sygedagpengeloven) in order to have the right to receive sickness benefit from the employer.

#### **Calculation of length of service**

4. The requirement for length of service at non-permanent workplaces has been met if the employee has had a total of three months' employment within the last 18 months.

## **Injury during working hours**

5. The requirement for length of service specified in (3) does not apply to absence due to injury suffered in the enterprise during the course of work.

This is provided that the employee qualifies for unemployment benefit in accordance with the provisions of the Danish Sickness Benefit Act.

## **Length of service during training**

6. After having completed their traineeship, trainees who continue employment with the same enterprise are considered to have accrued three months' service.

## **Interruption of length of service**

7. An employee's length of service in the enterprise is not considered to be interrupted in connection with:
- sickness of up to three months
  - call-up for military service (but only up to three months)
  - maternity/paternity leave
  - work interruption due to machinery breakdown, shortage of materials, etc., provided that the employee resumes work when given the possibility by the enterprise.

## **Payment**

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

|                      |            |
|----------------------|------------|
| 1 May 2020 .....     | DKK 149.50 |
| 1 January 2021 ..... | DKK 152.00 |
| 1 March 2022.....    | DKK 154.50 |

and for no more than 37 hours a week.

### **Calculation of sick pay**

9. Sick pay is calculated as the employee's expected loss of earnings per working hour including systematically occurring nuisance bonus during the period of sickness.
10. If the expected loss of earnings per working hour is not known, sick pay is calculated on the basis of earnings in the last four weeks before the absence. Earnings include systematically occurring nuisance supplement but not irregular payments with no relation to the work hours in the period.
11. If the number of hours worked in the preceding four-week period is not known, the number of hours is calculated pursuant to the provisions of the Danish Sickness Benefit Act and sick pay – for no more than 37 hours a week – is calculated by multiplying the number of hours by DKK 149.50/152.00/154.50, respectively.

### **Sickness/accident during the course of a working day**

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

### **Art. 56 – Agreement**

14. If an agreement has been entered into pursuant to Article 56 of the Sickness Benefit Act, the enterprise only pays sick pay to the employee in accordance with the relevant rules of the Sickness Benefit Act unless the absence is due to sickness other than that on which the Article 56 agreement is based.

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| <b>Art. 54 Child's first sick day</b> |
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1. Employees and employees undergoing training are allowed time off whenever this is required to take care of their own sick child/children under 14 years of age who lives/live in the employee's home.



2. Time off is granted to one parent only and only during the child's first whole day of sickness.
3. If the child falls ill during the employee's working day, and the employee has to leave work for that reason, the employee is entitled to time off for the remaining working hours of the day in question.
4. The employee receives the same pay for a day off as for a day of absence due to the employee's own sickness.
5. It is a prerequisite that the documentation required by the enterprise is available.

#### **Art. 55 Hospitalised children**

1. Employees and employees on training courses are allowed time off when it is necessary in connection with hospitalisation, including when the hospitalisation is entirely or partly in the home. This rule applies to children below the age of 14.
2. The time-off is granted only to one of the holders of parental responsibility over the child and only for a total of up to one week per child during a 12-month period.
3. At the request of the enterprise, the employee must present evidence of hospitalisation.
4. The employee receives the same pay for a day off as for a day of absence due to the employee's own sickness.

#### **Art. 56 Childcare days, 2<sup>nd</sup> sick day and visit to the doctor**

##### **Childcare days**

1. Employees and employees undergoing training and education who are entitled to child's first sick day are entitled to two childcare days per holiday year. An employee may take a maximum of two childcare days per holiday year irrespective of the number of children of the employee. This rule applies to children below the age of 14.

The days must be taken according to 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, including those on education and training courses, are entitled to an additional day off.

### **Visit to the doctor**

3. Employees and employees undergoing training and education with 1 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 the public holiday and floating holiday account**

4. The days will be taken without pay, but the worker can choose to have an advance amount paid from the public holiday and floating holidays account, subject to the amount being available in the account.

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| <b>Art. 57 Maternity/paternity provisions</b> |
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### **Pregnancy leave/maternity leave**

1. Employees who at the expected time of childbirth will have had a total of six months' employment within the last 18 months 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 from the enterprise during absence due to adoption for a period of 14 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 and paternity leave is equivalent to the wages which the employee would otherwise have received during the period, but up to no more than the following total amounts per hour from the beginning of the pay week including:

|                     |            |
|---------------------|------------|
| 1 May 2020.....     | DKK 149.50 |
| 1 January 2021..... | DKK 152.00 |
| 1 March 2022.....   | DKK 154.50 |

## Parental leave (before 1 July 2020)

5. Subject to the above conditions, employees on parental leave are paid for a period of up to 13 weeks. Each of the parents is entitled to five out of the 13 weeks.

If a parent does not take the leave to which he/she is entitled, the payment does not apply.

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

The whole 13-weeks' leave must be taken within 52 weeks of the child's birth. Unless otherwise agreed, 3 weeks notice shall be given of the 13 weeks' parental leave.

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

## Parental leave after 1 July 2020

6. Subject to the above conditions, the enterprise shall provide payment to employees on parental leave for a period of up to 16 weeks. Of these 16 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 reserved for the individual parent, the payment does not apply. The remaining three weeks of parental leave may be taken by either the mother or the father of the child.

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.

### **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 hours is unknown, the pay during the leave is calculated on the basis of earnings in the last 13 weeks prior to the start of the leave. Earnings include systematically occurring nuisance supplement but not irregular payments with no relation to the work hours in the period. Any piece-work surplus in the 13-week period is included pro rata with the hours that relate to the piece-work surplus.
10. 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**

11. The payment is subject to the condition that the enterprise is entitled to reimbursement equivalent to the maximum rate for unemployment benefit. If the reimbursement is lower, the payment to the employee will be reduced proportionally.

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| <b>Art. 58 Day off to care for dependant</b> |
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Under the present collective agreement, employees are entitled to take time off to care for seriously ill close relatives.

## **Chapter 12**

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

The following holiday rules apply from 1 September 2020 in connection with the entry into force of the new Holiday Act

|                                |
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| <b>Art. 59 Holiday accrual</b> |
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1. Entitlement to paid leave shall be earned with 2.08 days for each month's employment during the holiday year (1 September to 31 August).
2. For less than 1 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 made contribution for holiday pay, 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.
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 taken 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 substitute holidays 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. 60 Taking holidays**

1. Holidays shall be held during the holiday period, which includes the holiday year (1 September to 31 August) in which the holiday is earned and the following 4 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 take place outside the holiday period. However, it shall be possible to take at least 10 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 must be taken as a continuous whole. Where desirable for business reasons, the residual holiday days can be taken as individual holiday days.

### **Timing of holidays**

8. 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 the placing of holidays, including wishes for the main holiday to be taken during the school holidays of employees' children.
10. As soon as possible, the enterprise must inform its staff when the holiday is to be taken. However at least three months' notice of the start of the main holiday must be given and at least one month's notice of the start of residual holiday entitlement must be given unless there are special circumstances preventing 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 resulting from postponement.
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 so, the enterprise shall pay the employee's wages for the days concerned. The pay is calculated on the basis of the employee's usual wage during the last 4 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 advance payment against the enterprise being able to offset the subsequent accrual of paid holiday.

## **Art. 61 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 must 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 must be determined with proper notice.

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

2. If an employee falls sick after the start of the holiday, the employee is entitled to a 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. If an employee who has reported sick prior to the start of the holiday reports back to work during collective holiday closure, the employee shall resume work and may claim to have his/her 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. The holiday that the employee was prevented from taking due to his/her sickness shall be taken immediately after the originally scheduled holiday, unless otherwise agreed.



## **Art. 62 Transfer of holidays**

1. It may be locally agreed that earned and non-taken holidays beyond 20 days are transferred in order 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 days shall be taken no later than during the second holiday period following the transfer of the holiday days.
3. The agreement shall be entered into in writing no later than on 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 6](#).
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 any other holiday.
6. Holidays which correspond to the transferred holiday may not be placed so that they are taken during a notice period to resignation unless the holiday pursuant to the above-mentioned agreement is placed to be taken prior to the period of the notice period. However, for salaried employees, holidays transferred as a result of hindrances to the holiday, see (5), may be notified to be taken during a notice period.

## **Art. 63 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 made, and which constitute pay for work during the employment.

### Calculation of sickness benefit

3. The enterprise also pays holiday allowance 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 for sickness periods amounts to 12.5% of the collectively agreed sick pay received by the employee during the holiday qualifying year.
5. Sickness benefit for absences through sickness where the employee has not received sick pay shall be a fixed amount per working day; see the agreement of 1 December 1972 between DA, the Danish Employers' Confederation organisation, and LO, the Danish Federation of Trade Unions. The amount is regulated at the start of each calendar year.

Holiday allowance per working day during sickness in 2020 constitutes:

|                   | Copenhagen | Regional districts |
|-------------------|------------|--------------------|
| Skilled workers   | DKK 198.40 | DKK 182.90         |
| Unskilled workers | DKK 173.00 | DKK 175.40         |

Holiday allowance per working day during sickness during 2021 amounts to:

|                   | Copenhagen | Regional districts |
|-------------------|------------|--------------------|
| Skilled workers   | DKK        | DKK                |
| Unskilled workers | DKK        | DKK                |

Holiday allowance per working day during sickness during 2022 amounts to:

|                 | Copenhagen | Regional districts |
|-----------------|------------|--------------------|
| Skilled workers | DKK        | DKK                |

|   |            |                    |
|---|------------|--------------------|
| Unskilled workers   | DKK        | DKK                |
| Holiday allowance per working day during sickness during 2023 amounts to: |            |                    |
|   | 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.

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

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

- Refer to [Article 52\(4\)](#).

## **Art. 64 Reporting and payment of holiday allowance**

### **Reporting and payment**

- The enterprise shall continually report the holiday allowance to e-indkomst (electronic income).
- 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.
- Holiday allowance corresponding to the length of the holiday shall be paid to the employee no later than at the first payroll run following the request, but no earlier than one month prior to the beginning of the holiday. This is provided that the employee has requested payment of holiday allowance in time.

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

- The employee leaves the labour market  
Holiday allowance for the preceding and the current holiday qualifying year is paid to the employee if the employee retires from the labour market due to his/her 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.
6. Holiday allowance corresponding to the 5th holiday week:  
If an employee who has transferred holidays resigns before all transferred 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 and sickness benefit over and above 20 days, which have not been paid or agreed transferred, will be paid before the end of the holiday period. The employee shall declare in writing that the holiday allowance enterprises holiday over and above 20 days.

Holiday allowances and sickness compensation for any holiday earned over and above 20 days that has not been taken, agreed to be transferred or paid 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**

7. 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.
8. Payment of holiday allowance in case of sickness or maternity/paternity leave:  
If an employee is prevented from taking a holiday due to his or her 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. 65 Special provisions**

### **Non-transferability**

1. The right to holiday and holiday payments may not be validly transferred and shall not be the subject of prosecution.

### **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 and the amount is transferred to the Building Group's Holiday Fund (Byggegruppens Feriefond) unless the employee has raised a legal claim for payment, made a claim under the Settlement of industrial disputes procedure, reported the case to the police, filed a petition for bankruptcy or made an application to the management of the Agency for Labour Market and Recruitment (Styrelsen for Arbejdsmarked og Rekruttering).

### **Waiver of holidays**

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

### **Set-off and retention**

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 his/her 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 an industrial disputes procedure or if the employee's offence has been reported to the police or the employee has been charged.

## **Work during holidays**

5. If an employee takes on paid work during his/her holiday, the Director of the 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 leave be transferred to the holiday fund.

## **Disagreements**

6. Disagreements concerning the provisions on holidays and holiday fund are resolved in accordance with the procedure for settlement of 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 on his/her claim, the Danish Construction Association guarantees that the amount will be paid.

However, this only applies to amounts earned up to 14 days after the date on which the Danish Construction Association 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, 3F, when the Danish Construction Association has received a due claim from the United Federation of Danish Workers – documentation for the earnings. The United Federation of Danish Workers shall subsequently settle the member's/(s') accounts.

If payment is made by the Danish Construction Association, the United Federation of Danish Workers is obliged to assign the claim to the Danish Construction Association on behalf of its members.

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| <b>Art. 66 Professional holiday fund</b> |
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1. In order to create greater opportunities for members of the United Federation of Danish Workers to take holidays, the organisation has established the 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 the Danish Construction Association are obliged to pay uncollected holiday allowances to the Danish Construction Association by 30 September.

The United Federation of Danish Workers may for its own account require that payments 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 must pay the audit fees itself.

The Danish Construction Association shall transfer the amounts paid-in to the Building Sector's Holiday Fund (Byggegruppens Feriefond) by 15 November at the latest.

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| <b>Art. 67 Payment for public holidays, floating holidays, days off for senior employees, and childcare days</b> |
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### **Accumulation**

1. The enterprise pays 9.9% of the employee's holiday entitled wages, including the sick pay in accordance with the collective agreement, into the employee's public holiday and floating holiday account. The public holiday and floating holiday account is used to pay public holiday holidays, floating holiday periods, childcare days, collective agreement days off, days off for senior employees (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.

From the beginning of the wages week that includes 1 May 2020, the public holiday and floating holiday pay increases by 1% of the holiday allowance to a total of ..... 10.90%

From the beginning of the wages week including 1 January 2021, the weekday and floating holiday pay increases by 1% of the holiday allowance to a total of ..... 11.90%

From the beginning of the wages week including 1 March 2022, the weekday and floating holiday pay increases by 1% of the holiday allowance to a total of ..... 12.90%

The amounts include holiday allowance of the payment for public holidays and for floating holidays.

2. If the employee does not have at his/her disposal all of the contribution to the public holiday and floating holiday pay account in connection with his/her free choice, the enterprise shall pay the remaining contribution of the excess over and above 9.9%, on an ongoing basis, together with the employee's salary, 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 can agree that the contribution to the public holiday and floating holiday leave account, in excess of 5.9%, may be paid on an ongoing basis along with the wages.

## **Payment**

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

## **Advance payments**

5. The amounts of advance payments per day are:
  - DKK 1,300.00 for adult employees
  - DKK 700.00 for young employees (up to a maximum of full personal pay)

“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.

Advance payments are made for public holidays falling on, for example, Saturdays off or weekdays off, but not for public holidays falling on Sundays and on floating holidays, additional holidays for senior employees and childcare days.



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

### **Payment of advance payments**

6. 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**

7. Employees become entitled to the accumulation stipulated in (1) and to the advances specified in (3) immediately upon appointment.

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

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

With respect to payment for public holidays, it is assumed that the amount of any wages due to the employee is large enough to cover offsetting of the paid-out advances in the event of the employee's resignation.

### **Balance**

8. The public holiday and floating holiday account 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 payday 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 weekday and floating holiday account for the previous calendar year.

Any deficit in the account constitutes debt to the enterprise which may be set off against outstanding wages.

### **Resignation**

9. When an employee changes his/her place of work, any surplus or deficit on the employee's individual holiday account for public holidays and floating holidays shall be settled upon resignation from the enterprise.

### **Work on public holidays**

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

### **Special provisions regarding public holidays and floating holidays for posted employees**

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

### **Death**

12. Upon death the accrued public holiday/floating holiday payment shall accrue to the deceased's estate.

### **Guarantee**

13. The Danish Construction Association guarantees payment for public holidays and floating holidays on the same terms and conditions as those applying to holiday allowances, provided that only outstanding payment for public holidays and/or floating holidays is due to the employee upon his/her resignation.

## **Art. 68 Senior employee scheme**

### **Accrual**

1. Up to 5 years prior to the calendar year in which the employee can draw a state 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 time.

### **Taking of additional holidays for senior employees**

2. The placement of days off for senior employees or the change of weekly working hours shall, unless otherwise agreed, take place in accordance with the same rules as apply to the placing of residual holiday entitlement.

### **Payment**

3. The work-free days are without pay, but the employee can choose to receive an advance payment from the public holiday and floating holiday leave account provided that there is coverage in the account.

### **Senior employee scheme of 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. 69 Employees receiving state pension**

In order to enable employees who are drawing their state 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 his/her wages instead of it being paid into the pension fund.

## **Art. 70 Provisions on holiday leave for posted employees**

1. The provisions of Articles [58](#) – [67](#) 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.

### **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 rules of the country of origin.

### **Payment of holidays**

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

Alternatively, the enterprise and the employees may agree that, so far that the legislation in force at any time so allows, the enterprise pays compensation to the employees for the missing holidays, together with the pay. Settlement of the remaining contribution/allowance must, see the relevant provisions of the collective agreement, appear on the payslip and be paid out/in for each pay period.

It follows from Article 6(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 as favourable as 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 paid holidays 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 pay at the rate of 12.5% of the annual pay in holiday allowance or with full pay during the holidays plus a supplement of 1% of the annual pay. The additional holidays and/or holiday allowance should not be granted pursuant to the provisions of the Holiday Act, but in a manner that fits into the holiday rules of the country of origin.

### **German enterprises**

4. With regard to German enterprises affiliated to ULAK, the German construction sector's holiday fund under the social fund for the construction sector SOKA-Bau, the parties agree that no check should be made as to 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 rules. According to the Danish-German holiday agreement, the above requires that a statement from ZVK-Bau is submitted to the Danish trade union, containing the required gross list of employees.

## Chapter 13 Collaboration

### Art. 71 Shop steward rules

#### Where shop stewards are elected

1. At every workplace or enterprise with at least five employees, the employees select a shop steward, from amongst themselves, to be their representative in relation to the enterprise or its representative. If the number of employees is reduced to four or less where a shop steward has been elected, the shop steward function ceases unless both parties wish it to be maintained. Shop stewards are not elected in workplaces with four or less employees unless desired by both parties. An individual employee may only participate in the election of one shop steward at the given work location or enterprise and may not be included into 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.

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

#### Eligibility to be elected as shop steward

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

#### Election rules

3. The election rules for the shop steward shall be such as to ensure that at the time of the election, all employees at the workplace or enterprise can participate in the election.
4. The election shall not be valid until it has been notified in writing to the enterprise, which is entitled to object to the election, and is approved by the United Federation of Danish Workers.
5. Only employees who are members of the United Federation of Danish Workers have a right to vote.

6. Trainees may not be elected as shop stewards. Trainees, including adult trainees, 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.

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

7. An employee who ceases to be a shop steward after having functioned as such for a consecutive period of minimum three years, and who continues to be employed with the enterprise, is entitled to negotiations with the enterprise about the employee's need for professional updating. The negotiations must be held within one month of the employee ceasing to be a shop steward and at his/her request. As part of the negotiations, it should be clarified whether a need for professional updating exists, and how such updating is to take place.
8. If no agreement can be reached, the employee is entitled to three weeks' professional updating. After having functioned as a shop steward for six consecutive years, the employee is entitled to six weeks' professional updating.
9. The employee receives pay pursuant to [Article 53](#) during the professional updating. It is a condition that the education and training is eligible for statutory compensation for loss of wages. The compensation for loss of wages accrues to the enterprise.
10. Support for the professional updating may be granted from the Construction and Civil Engineering Sectors' Development Fund (Bygge- og Anlægsbranchens Udviklingsfond).

### **Spokesperson**

11. Where a shop steward is absent due to sickness, holidays, course participation or similar, a spokesperson may be appointed as a stand-in for the shop steward. The appointment is not valid until the enterprise has been informed about the appointment in writing. During the period where a spokesperson thus appointed serves, s/he enjoys the same protection as the elected shop steward, provided that s/he fulfils the conditions for being elected as shop steward according to the above-mentioned rules.

### **The shop steward's duties**

12. Shop stewards have a duty towards their organisations and enterprises to make all efforts to ensure and facilitate good cooperation at the workplace. However, in the performance of his/her duties, the shop steward is not allowed unnecessarily to neglect his/her work. It should also be a rule that wherever possible any joint shed meetings are held outside working hours. The fulfilment of the shop steward's duties must not incur expenses for the enterprise unless such expenses are an immediate consequence of instructions given by the enterprise.

### **The shop steward's tasks**

13. If requested by one or several of his/her colleagues, the shop steward shall submit complaints or recommendations to the enterprise on their behalf, provided that the matter cannot be settled satisfactorily by the representative of the enterprise at the workplace. If negotiations between the employees and the enterprise or its representative with respect to the general provisions of the present collective agreement on prices and rates for carrying out work do not lead to an agreement, the shop steward may be asked to take part in the negotiations. If such negotiations fail to bring satisfactory results, the shop steward is free to request his/her organisation to attend to the case, but the shop steward and his/her colleagues are obliged to proceed with their work peacefully.

### **Dismissal of shop steward**

14. A enterprise has the right to terminate the employment of a shop steward just in the case of any other employees. However, due to the nature of the matter, the enterprise must realise that it should not take such a step without having compelling grounds for doing so, just as it is obvious that the fact that an employee is acting as shop steward should not be a reason for adversely affecting the employee's position at the workplace. Reference is also made to Article 8 of the General Agreement ([Annex 1](#)).



## **SPECIAL PROVISIONS FOR FELT ROOFING WORKS**

### **Eligibility to be elected shop steward**

15. The shop steward shall be elected from among the recognised competent employees who have worked in the branch of the enterprise in question for at least 1 year. If a minimum of five employees with sufficient seniority cannot be found, the number of eligible persons shall be supplemented by the employees with the longest service.

### **Dismissal of a shop steward**

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

Please also refer to the General Agreement's Article 8.

### **Compensation for unjustified dismissal of a shop steward**

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

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| <b>Art. 72 Health and safety representatives</b> |
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1. The organisations unanimously recommend their members to elect health and safety representatives from among the employees who have completed statutory health and safety training.

2. The organisations have the right to intervene in case of any disputes with regard to the above.

### **Art. 73 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. The shop steward is entitled to participate in these courses within the first 18 months after election. In agreement with the enterprise, the health and safety 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 education and training provided for by legislation.

### **Art. 74 Collaboration committee**

#### **Works council**

1. enterprises with an average workforce of 35 employees over the past year may set up a works council if proposed by either the management or a majority of the employees.
2. If the number of employees falls below 35, the management or a majority of the employees can require that the works council be abolished at one year's notice.
3. Although, under the provisions of the Cooperation Agreement between DA, the Danish Employers' Confederation organisation, and LO, the Danish Federation of Trade Unions, several works councils may be set up in the same group, the parties have agreed that if agreed between management and the employee representatives, a group works council can be established as the only works council in the group.
4. If the group has a senior shop steward, the senior shop steward is ex-officio deputy chairman of the group works council. If no

senior shop steward has been elected in the group, the deputy chairperson of the group joint consultative committee is selected from among the shop stewards in the group.

### **Collaboration committee**

5. The Danish Construction Association and the unions within the Federation of Building, Construction and Wood Workers' Unions (BAT) have set up a cooperation council.
6. The tasks of the works council are to prepare and provide information and guidelines aiming at the promotion of cooperation to enterprises' management, employees and members of joint consultative committees.
7. The collaboration committee deals with cases involving breach of the cooperation agreement and seeks resolution before resorting to the Cooperation Board between DA and LO (now FH).

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| <b>Art. 75 Cooperation and working environment</b> |
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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 working hour amounts to DKK 0.55.
3. By agreement, the contributions will be used for joint campaigns and activities in the occupational health and safety field, for the establishment and maintenance of measures in this field and for activities intended to promote cooperation between enterprise management and employees.

## **Chapter 14**

### **Education and training**

#### **Art. 76 Time off for training and education**

1. The Danish Construction Association and the United Federation of Danish Workers recommend that education and training programmes tailored to the needs of the enterprise and the employees be drawn up for employees in each individual enterprise and that they undertake to contribute towards planning such programmes if the parties agree to request the assistance of the organisations concerned.
2. Participation in continuing training and further education and training shall be scheduled with due regard given to the needs of the enterprise.
3. If the local parties agree that it would be expedient and relevant for an employee to participate in continuing training and education, the enterprise pays full wages to the employee for up to two weeks.

#### **Art. 77 Education and training fund**

1. A contribution of DKK 0.20 per hour actually worked is made for each employee of the enterprise to the Construction and Civil Engineering Sectors' Training Fund (Bygge- og Anlægsbranchens Uddannelsesfond).
2. For enterprises that have acceded to the collective agreement but are not members of the Confederation of Danish Employers or the Cooperative Employers Association and Interest Organisation in Denmark, the contribution amounts to DKK 0.35 per hour.

#### **Art. 78 DA/LO Development Fund**

Employers shall pay a contribution to the education and training fund established between the central organisations that at

present is DKK 0.45 per working hour. The contribution is collected as determined by the central organisations. With effect from the first pay period after 1 January 2022, the amount will be increased to DKK 0.47 per working hour.

## **Art. 79 The Construction and Civil Engineering Sectors Training 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 training and education.
2. Contributions to the Construction and Civil Engineering Sectors' Education and Training Fund, see [Article 77](#), are paid into the Construction and Civil Engineering Sectors' Development Fund.

### **Time off for training**

3. After three month's employment and according to 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).  
  
After three month's employment, employees are by agreement with the enterprise entitled to participate in a training course within the scope of coverage of the collective agreement.
4. The training may include participation in an individual skills assessment in relation to relevant occupational and labour market training within the scope of the collective agreement. Based on the skills assessment, a personal training plan is drawn up and, following agreement with the enterprise, the employee is entitled to participate in training according to the training plan.
5. When an employee changes jobs to another enterprise within the scope of the collective agreement, training arranged as part of the employee's personal training plan may be continued in the new enterprise, with due consideration being paid to the operations of the enterprise.

## **Possible use of funds**

6. The Fund may, for example, be used for the financing of:
  - Skills assessments
  - General and vocational further and continuing training and education
  - Improving reading, spelling and mathematical skills
  - Campaigns promoting the planning of training and education in enterprises
  - Administrative costs connected with training activities

## **Contributions**

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

## **Management and administration**

8. The organisations 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 means from the Fund.
10. Within the fund's financial resources, the fund 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 develops an application form including detailed instructions for the payment of financial means from the Fund.

## **Disagreements**

12. If the United Federation of Danish Workers or the Danish Construction Association finds that the provisions governing the

Construction and Civil Engineering Sectors' Development Fund do not work as intended, such issues may be the subject of discussion in the Executive Committee.

13. Specific disagreements may be settled by the industrial disputes procedure; see [Article 87](#). However, disagreements may not be forwarded to industrial arbitration.

## Chapter 15 Appointment and dismissal

### Art. 80 Appointment

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

### Art. 81 Dismissal

#### Notices of termination

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

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

The period of training, including the period of training before the employee reached 18 years of age, is included in the length of service if the trainee continues in the enterprise after the end of the training period.



2. Termination of employment may under normal circumstances only take effect at the end of working hours.
3. The notice period is calculated from the end of normal working hours on the day on which the other party received the notice.
4. Efforts are made to terminate the employment in such a way that dismissed employees leave the enterprise at the end of a calendar week.
5. However, employees who work under the piece-work system, see Article 4(2) of the General Agreement, may not leave the enterprise before the completion of the individual piece-work agreement.
6. Disputes with regard to length of service for the purpose of calculating the notice period are resolved on the basis of ATP (Danish Labour Market Supplementary Pension Scheme) contributions.

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

7. Employees dismissed with a notice period provided for in the collective agreement, due to restructuring, cutbacks, closures or other reasons on the part of the enterprise, are entitled to up to two hours pay in order 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.

### **Re-employment**

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

### **Interruption of service**

9. Absence due to sickness, maternity leave and military service is not considered as interruption of service.

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

10. Employees who, through no fault of their own, suffer injury at work performed for the enterprise or an occupational illness which is clearly a result of the work done for the enterprise, cannot be given notice of termination during the first eight weeks of the period of documented incapacity for work caused by such injury.
11. Employees with 4 months' length of service 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. (The provision applies to termination after 1 May 2020).

## **Lapse of period of notice**

12. No notice period on termination by the enterprise is applicable if
  - there is no work for the employee due to work stoppage by other employees,
  - the employees are temporarily laid off due to machinery breakdown, shortage of materials, poor weather conditions, lack of orders or similar and other events of force majeure which cause partial or full suspension of the enterprise's operations.

## **Failure to give proper notice**

13. If an employee who has not given cause for dismissal is dismissed without the notice period to which he/she is entitled, the enterprise must pay compensation to such employee in the amount equivalent to his/her normal wages for hourly paid work for the number of working days by which the actual notice period falls short of the required notice period.
14. If an employee leaves the enterprise without giving at least the notice to which he/she is obliged, the employee must pay compensation to the enterprise in an amount equivalent to his/her normal wages for hourly paid work for the number of working days by which the actual notice period falls short of the required notice period.

## **Commencement of other employment**

15. If an enterprise gives notice of termination to an employee and the employee can prove that he/she can start other permanent employment immediately after or even before the expiry of the notice period which applies with respect to the enterprise, the enterprise should accept it.

## **Art. 82 Temporary layoff**

The parties have agreed the following guidelines on temporary layoff; see [Article 81\(12\)](#):

### **Valid reasons for temporary layoff**

1. Within the areas where work is traditionally suspended in all or parts of the winter period – such as cable and wiring works and paving – the enterprise may temporarily lay off employees.
2. In addition, employees may in accordance with usual practice be temporarily laid off because of poor weather conditions, lack of materials, lack of orders, etc.
3. The parties agree that the temporary layoffs of an enterprise must not be systematic. Moreover, the parties agree that – insofar as possible – the enterprise should inform the employees as well in advance as possible of the temporary layoff.

### **Pay**

4. When employees are temporarily laid off it means that the enterprise has no obligation to pay wages in the temporary layoff period.

### **Other work**

5. If an employee takes other employment during the temporary layoff period, the enterprise must be informed if it means that the employee does not want to return and resume his/her employment after the temporary layoff period. In such cases, the employee is not obliged to give the enterprise notice according to the provisions of the collective agreement.

### **Information about resumption of work**

6. After three months' temporary layoff, except temporary layoff due to weather or seasonal circumstances, the enterprise contacts the employees to inform them of the estimated duration of the temporary layoff and when the employees are assumed to be able to resume work within the following three weeks.
7. If the enterprise is unable to offer employment, the employees are considered to have been given notice, and compensation corresponding to wages in the notice period is paid.

### **Resumption of work**

8. As soon as the reason for the temporary layoff ceases, the employees must be offered work again.
9. Employees temporarily laid off must be offered employment in the enterprise in the department and within the work area from which they were temporarily laid off, before the enterprise takes on new employees for such work.
10. Employees are obliged to resume work when it is offered again.

## Chapter 16 Young employees

### Art. 83 General conditions

The agreement covers young employees who have reached the age of 15 but have not yet reached the age of 18, and, with the exception of the following deviations, the collective agreement concluded between the Danish Construction Association and the United Federation of Danish Workers applies to them to the full extent.

(The provisions do not apply to roofing works.)

### Art. 84 Employment of young employees

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

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

2. At workplaces where the work does not last longer than three weeks, one young employee may always be employed, even though only one or two unskilled adult employees are employed.
3. Where more young employees than specified above are employed, the stipulations of collective agreements concluded between the Danish Construction Association (Dansk Byggeri) and the United Federation of Danish Workers (Fagligt Fælles

Forbund - 3F) are fully applicable to young employees in excess of the specified limits.

## Art. 85 Wages of young employees

### Hourly-paid work

1. The minimum wage rate for young employees who are over  
15 but not 16 years of age is ..... 40%  
16 but not 17 years of age is ..... 50%  
17 but not 18 years of age is ..... 70%

of the minimum wage rate for adult employees, together with all applicable allowances in accordance with the collective agreement; see [Article 23](#). The amount of wages for young employees is agreed according to the same rules as those applying to adult employees; see [Article 28](#).

### Piece-work

2. Young employees over 16 years of age may by agreement between the piece-work team and the enterprise participate in piece-work together with adult employees on the following terms:

#### Advance piece-rate payment

3. Advance payments are made for the young employee's share in the total amount of pay for piece-work, see below, in the amounts calculated on the basis of the percentages of the minimum wage rate stipulated in (1), see [Article 23](#). Furthermore, allowances are payable for work on public holidays such as in the case of hourly paid work.
4. If piece rates include fixed allowances or if fixed allowances are set as percentage allowances, the fixed allowances are counted as paid advances.

#### Settlement of piece-work accounts and piece-work surplus

5. If a young employee has reached the age of 16 but has not yet reached the age of 17, 40% of his/her working hours are included

in the settlement of piece-work accounts, and if the young employee has reached the age of 17 but has not yet reached the age of 18, 56% of his/her working hours are included in the settlement of piece-work accounts. In the calculation of piece-work surplus for the young employee, paid-out advances are set off against the pay for each working hour.

6. Any piece-work shortfall may not be offset against advances paid to the young employee in accordance with the collective agreement, or against the earnings to which he/she is entitled, based on the above provisions.

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| <b>Art. 86 Safety and training</b> |
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1. Due consideration must be given to young employees' physical condition and safety during employment at the workplace.
2. The organisations unanimously agree to support special efforts towards training young employees in the respective professions, including making use of opportunities for participation in courses and similar forms of training.
3. Young employees under 18 years of age may only operate certain machines if the work is a necessary part of their training based on a training agreement pursuant to the Danish Act on Vocational Training (Lov om erhvervsuddannelse) or equivalent training of at least two years' duration that results in professional qualifications. In such cases the minimum age is 15.

## Chapter 17

### Procedure for the Settlement of Industrial Disputes

#### Art. 87 Industrial disputes

#### Local negotiations

1. No dispute of an industrial nature between members of the undersigned organisations may cause a work stoppage, but the parties should strive to resolve such disagreements in accordance with the below provisions.
2. If an industrial dispute occurs in an enterprise within the scope of the present collective agreement, the parties in the enterprise or in the workplace must make an attempt to settle the dispute at local level. Local negotiations must be conducted as soon as possible after a request to this effect has been made. The organisations recommend the preparation of written minutes of the meeting.
3. If so requested by the employees or the enterprise, a representative of the organisations may assist with the negotiations.

#### Mediation

4. If the dispute cannot be resolved at local level, the parties may, via their respective organisations, request that it be submitted for mediation.
5. A mediation meeting must be held in any case if one of the parties so requests.
6. The organisation which on behalf of a member requests that a mediation meeting be held, must in its application include a description of the matters in dispute and attach relevant documents as well as a copy of any minutes of the local negotiations.
7. Every effort should be made to hold the mediation meeting in the workplace within ten working days of the receipt of the mediation request from the opposing organisation. The date of the meeting is agreed between the organisations.



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 the help of mediators who represent the respective organisations. Each organisation is represented by at least one mediator. The mediators attempt to resolve the dispute by way of direct dialogue. The mediators take minutes of the negotiation result and sign them with binding effect for the parties.

### **Organisation meetings**

10. Before being submitted to the Labour Court or to arbitration, a dispute may be discussed at a meeting of the organisations, provided that the organisations are in agreement.
11. A request for such meeting must be made to the opposing organisation in the dispute within four weeks of the date of the mediation meeting.
12. Every effort should be made to hold the meeting of the organisations within three weeks of the receipt of the request for such meeting from the opposing organisation. The date of the meeting is agreed between the organisations.
13. At the meeting, the matter in dispute is presented orally to the mediators, and supplementary information is provided by the representatives of the parties involved, who are obliged to attend the meeting.
14. Representatives of the organisation who have participated in the local arbitration may not at the same time act as senior mediator.
15. The senior mediator then seeks to resolve the disagreement through direct negotiation.
16. Minutes are prepared showing both points where agreement was reached and points where agreement was not reached. The minutes shall be signed by the chief negotiators of the organisations. The outcome of the organisation meeting is binding on the parties.
17. 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

Danish Construction Association that the provisions of the collective agreement have been adhered to.

The Danish Construction Association 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, the Danish Construction Association approaches the enterprise with a view to ordering it to rectify matters. The Danish Construction Association 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**

18. If attempts at reaching agreement fail through the above-mentioned Industrial Disputes Procedure and the case enterprises the interpretation of an existing pay agreement with general provisions or an existing collective agreement between the organisations, it shall be referred to industrial arbitration for a decision if requested by either organisation.
19. The organisation requesting that the dispute be referred to arbitration for a decision shall make such a request to the counterparty organisation within four weeks of the mediation or the organisation meeting.
20. The request for arbitration must include a description of the nature and scope of the dispute, and copies of minutes of the preceding industrial disputes procedure must be attached.
21. The date of a hearing before the arbitration tribunal is agreed between the organisations.
22. The arbitration tribunal consists of five arbitrators, each of the involved organisations appointing two arbitrators and both organisations together appointing an umpire. If the parties cannot reach agreement on the appointment of an umpire, they must request that such appointment be made by the President of the Labour Court.

23. Professional disputes must be considered by an umpire who is a specialist in the relevant industry, and legal disputes by an umpire who is an attorney.
24. Generally, "professional disputes" are understood to be disputes concerning price lists/schedules and interpretations regarding their application, while "legal disputes" are all the other matters connected with the collective agreement.
25. If the parties cannot reach agreement as to the nature of the dispute and the competent umpire, both umpires hear the case on its merits together and issue a joint ruling.
26. 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.
27. In cases of industrial issues, see (24), the claimant organisation shall, within ten working days before the arbitration proceedings, submit a written statement of claim, including the case file that it wishes to submit to the proceedings, to the opposing party and the umpire. Similarly, the respondent organisation shall submit its points of defence and any exhibits no later than 5 working days before the arbitration proceedings, to the opposing party and the umpire.
28. 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 arbitrator. Similarly, the respondent organisation shall submit its points of defence and any exhibits not later than 10 working days before the arbitration proceedings, to the opposing party and the arbitrator. 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.
29. During the hearing, the disputed issue shall be presented orally by a representative of the organisations who may not at the same time be a member of the arbitration tribunal.
30. The umpire acts as the chairman of the tribunal and leads the proceedings. Following deliberation, the matter is put to the vote and decided by a simple majority of votes.

31. If no majority is reached for a decision in the matter, the umpire alone must make a reasoned decision in the dispute.
32. No one may be a member of the mediation committee or the arbitration tribunal in a case involving issues concerning the working conditions in a workplace in which the person concerned has a personal interest.

### **Disputes**

33. The present Procedure for the Settlement of Industrial Disputes does not restrict the right of the organisations or their members to stage a work stoppage based on the decision of the Confederation of Danish Employers or the Danish Confederation of Trade Unions without prior mediation or arbitration proceedings.

### **Time limits**

34. If the complainant organisation fails to observe the above specified time limits, the case is lost for the complainant and the organisation has lost its right to refer the dispute to proceed further.
35. The above provision may only be dispensed with if a prior written agreement to this effect has been concluded between the organisations.

### **Payment following mediation and arbitration**

36. Amounts due for payment in accordance with mediation or the arbitration award are paid on the next pay day but at the earliest five days after the award and the distribution list were sent to and received by the parties to the case.

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| <b>Art. 88 Settlement of industrial disputes in cases of summary dismissal</b> |
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1. In cases involving instant dismissal, a mediation meeting shall be held at the latest five working days after receipt of the mediation request at the opposing party organisation, 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 organisations meeting and/or a negotiation meeting, provided that such a 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. 89 Foreign employees' pay and working conditions**

### **Introductory provisions**

1. The aim of these provisions is to ensure pay and work conditions in accordance with the collective agreement for all employees. The provisions may not be invoked to require 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 agree that all works in the construction and civil engineering sectors in Denmark should be carried out on collectively agreed terms, which guarantee employees' wages, working hours and other working conditions.
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 meetings**

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 the Danish Construction Association. Similarly, the Danish Construction Association must immediately communicate with the trade union.
7. As a result, an organisation meeting shall immediately be convened 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 is 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 meeting, it is incumbent upon the subcontractor to prove that the provisions of the collective agreement have been observed.
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 meeting, it must be submitted to the trade union no later than 72 hours after the meeting.
10. If the case enterprises a single employee, the disclosure of background information relating to such employee requires his/her consent.
11. If the requirement to disclose background information enterprises 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 no agreement as to whether the provisions of the collective agreement have been observed is reached at an organisation meeting, a permanent umpire appointed by the Danish Labour Court may accede to the Danish Labour Court in order to deliver an arbitration award in the shortest possible time.
14. In cases involving enterprises which are not members of the Danish Construction Association, the tribunal shall comprise representatives of the enterprise and the trade union.
15. The Court of Arbitration shall decide on whether the provisions of the collective agreement have been complied with based on the information presented to the tribunal and, where possible, on any requirement for additional payment.
16. If the organisation meeting or the arbitration proceedings concludes that the provisions of the collective agreement have not been observed, the Danish Construction Association is obliged to communicate with the original principal and urge the principal to contribute to the resolution of the dispute. The Danish Construction Association 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. 90 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 Confederation of Trade Unions shall be held before the case is brought before the Danish Labour Court.

### **Art. 91 Urgent cases**

If a dispute arises between an enterprise and its employees about the quality of the work performed, the matter may be submitted for urgent consideration. In that case, the procedure follows the deadlines specified in the "Standard Procedure for the Settlement of Industrial Disputes".

### **Art. 92 Work stoppage**

The present provisions do not restrict the right of the organisations or their members without prior mediation or arbitration to participate in a work stoppage under the authority of the "Standard Procedure for the Settlement of Industrial Disputes" or of the "General Agreement between the Confederation of Danish Employers and the Danish Confederation of Trade Unions".

### **Art. 93 Disputes inconsistent with the provisions of the collective agreement**

1. If an enterprise or its employees judge that there is a risk of disputes in disagreement with the provisions of the collective agreement, negotiations between the parties to the collective agreement and the local parties must at the request of one of the parties be initiated without delay in order to determine the background to the dispute.
2. If, as a result of such negotiations, the Danish Construction Association or the United Federation of Danish Workers, 3F, finds it



relevant, a follow-up meeting must be held as soon as possible and within five working days after the request for such a meeting, if possible at the enterprise's premises.

3. The above provisions do not alter the general provisions regarding the resolution of disputes in disagreement with the collective agreement; see the relevant provisions of the General Agreement.

## Chapter 18

### Equal pay board

#### Art. 94 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 Act on Equal Remuneration (Ligelønsloven) and the manner of their implementation in the collective agreement. Cases relating to implementation agreements shall be submitted to the Board unless they are covered by the provisions of Article 11(2) and Article 22(1) of the Danish Labour Court Act and Industrial Arbitration Act (Arbejdsretsloven).
3. The Board shall firstly be able to resolve disputes relating to the key provisions of the Act, i.e. Article 1(1-3), and Article 3.
4. Issues relating to Article 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 disagreements in the form of disputes regarding violation 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. If a given case comprises aspects regarding the breaching or interpretation of the equal remuneration regulations as well as other issues within the scope of the collective agreement, the Board may also deal with such other issues. However, if such other issues require very specific knowledge of the provisions of the collective agreement, 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 explored. This implies that local negotiations, the mediation meeting and the organisation meeting have all been held. Furthermore, the board shall hold a preparatory meeting corresponding to the meeting held by the Danish Board of Dismissals.
8. The parties to the collective agreement agree that the deadlines which apply to the dispute resolution procedure of the Danish Board of Dismissals are not suitable for the equal remuneration cases which usually involve many aspects to be examined. It has, therefore, been agreed that it is appropriate to set other deadlines that will better balance the need for a quick decision and due consideration of a proper statement of the cases.
9. Such board will, if relevant, be established in accordance with the above guidelines, with the necessary adaptations.

## Chapter 19

### Other provisions

#### Art. 95 Workwear

1. enterprises supply employees who have been employed for more than three months in the enterprise with two sets of standard workwear per year at the choice of the enterprise. Workwear may be supplied in accordance with a fixed annual schedule determined by the enterprise and is the property of the enterprise.

#### Art. 96 Tools and equipment

1. Necessary equipment and tools are to be provided by the enterprise in good and usable condition. When necessary, the enterprise provides the necessary and approved safety footwear in good and usable condition, working gloves and – in case of carrying out work in excavations with damp soil and water – coveralls.
2. Equipment and tools are the property of the enterprise.
3. Equipment and tools must be treated with care by the employees. The employee may be held liable for indisputably negligent handling of items provided to him/her by the enterprise.
4. After the completion of piece-work, the equipment and tools must be returned to the enterprise in usable condition.
5. On request, the enterprise must provide a toolbox with lock.

#### Paving works

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

#### Roofing works

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

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

#### **Art. 97 Pilot schemes**

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

#### **Art. 98 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 notice period, employees who are unable to collect the documents electronically will be given them on application to the enterprise.

## **Art. 99 Revision of the collective agreement, etc.**

1. A committee consisting of two representatives of the Danish Construction Association and two representatives of the union shall be established with the aim to, as needed, supplement, or – due to the introduction of new materials and equipment, technical aids or other changes to the hitherto used constructions or work methods – modify the piece-work lists. The committee may also deal with questions regarding additions to and modifications of the collective agreement.
2. In case of the revision of price schedules for roofing works, the committee shall consist of four representatives of each of the parties.
3. The committee shall meet within 14 working days of the date of submitting a request for considering suggested additions or modifications by one of the parties. If none of the parties request that the committee be convened, the committee must hold a meeting in the first week of October in the years in which no ordinary negotiation of the collective agreement takes place.
4. In any event, the committee must complete its work within two months and before the expiry of this deadline recommend to the organisations the approval of the additions to or modifications of piece-work lists or the collective agreement on which the committee members have reached agreement.
5. The organisations are obliged to come to a decision on the recommendations within one month. Adopted additions to or modifications of piece-work lists or the collective agreement will not come into force until two months after the date on which they were approved by the organisations.
6. The above provisions do not restrict the right of the parties to require resolution of an issue in accordance with the industrial disputes procedure, including Articles [41](#) and [43](#).
7. The collective agreement and piece-work lists may not be made available for third parties without obtaining prior approval from the Danish Construction Association and the union in each individual case.

## **Art. 100 Contractual relationships**

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

## **Art. 101 Temporary work**

### **Temporary work agencies which are members of the Danish Construction Association:**

1. The Danish Construction Association accepts temporary work agencies as members.
2. The hiring of temporary workers in areas under the Danish Construction Association's collective agreement is covered by applicable 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 the Danish Construction Association:**

3. The parties agree that collective agreements between the organisations concerned are applicable to all works which are covered by the scope of their provisions.
4. All works which are executed at a member enterprise within the professional scope of a collective agreement are governed by the stipulations of such an applicable collective agreement if they are performed by an employee or another person who acts under the managerial authority of the member enterprise, e.g. a temporary worker, as opposed to an employee who has been sent by a subcontractor and acts under the managerial authority of the subcontractor.
5. The Danish Construction Association acknowledges that the provisions of the relevant collective agreement apply to the workers who have been sent to the member enterprise by a temporary work agency in order to perform work within the professional scope of the collective agreement, in the whole period in which such temporary agency work is performed.
6. The above provision does not apply if the temporary worker has been sent by an agency which – through its membership of another organisation of employers within the Confederation of Danish Employers – is covered by a collective agreement which applies to the work in question.
7. In its agreement with the agency, the member enterprise must ensure that the agency possesses the necessary knowledge of existing collective agreements and other agreements.
8. The worker who has been sent by a temporary work agency to perform work in a member enterprise may not be covered by the provisions of PensionDanmark's pension scheme if the agency is a member of another organisation within the Confederation of Danish Employers and therefore is covered by another pension scheme under another collective agreement.

### **Other matters:**

9. Each temporary worker who performs work within the professional scope of a collective agreement obtains length of service



in accordance with the relevant provisions of such a collective agreement.

10. The parties to the collective agreement agree that it is natural that temporary workers are members of the same trade union or organisation as the enterprise's own employees who perform the same type of work.
11. The United Federation of Danish Workers declares that it is not expedient for temporary workers organised in an FH federation to change trade union during short-term temporary work.

#### **Art. 102 Circumvention of the collective agreement**

1. The parties to the collective agreement agree that where a self-employed person performs a particular job on terms and conditions similar to those existing in an employment relationship ("false self-employment"), such situation may be regarded as a circumvention of the provisions of the collective agreement.
2. However, it will not be regarded as a circumvention of the provisions 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. Disputes as to whether a particular situation constitutes a circumvention of the provisions of the collective agreement may be resolved in accordance with the industrial disputes procedure.
4. While determining whether a circumvention has taken place, it shall as a general guideline be taken into account whether the self-employed:
  - exercises the managerial authority when carrying out the work
  - Is liable for the quality of the work
  - is financially liable
  - bears the financial risk connected with the works.

### **Art. 103 Implementation of EU directives**

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

The parties further agree that in connection with future changes to the collective agreements, such changes will not be made to the collective agreements as would make the agreements contrary to the directives.

The parties hereby consider the directives to be implemented.

### **Art. 104 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 the provisions of the collective agreement to make a contract of employment conditional on the employees' entering into such agreement.

### **Art. 105 Duration of the collective agreement**

The parties to the collective agreement agree that this present collective agreement and associated, negotiated protocols, piece-work lists, etc. enter into force on 1 March 2020 and are binding on the parties to the collective agreement until terminated in writing in accordance with the rules in force from time to time to expire on 1 March, but on 1 March 2023 at the earliest.

Copenhagen, 17 March 2020

On behalf of the United Federation of Danish Workers:

..... On behalf of the Danish Construction Association:

Claus von Elling ..... Lars Storr-Hansen

## Chapter 20 Trainees

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

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

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

### Art. 1 The daily working hours

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

### Floating holidays

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

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

5. Trainees who commence or finish a traineeship qualify for one-half floating holiday per month of employment up to a maximum of five floating holidays per calendar year.

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

6. Trainees receive compensation for floating holidays not taken.

## **Art. 2 Period of training**

See the Government Order on training and education for the trade concerned.

## **Art. 3 Pay**

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

|                       | 1.5.2020 | 1.1.2021 | 1.3.2022 |
|-----------------------|----------|----------|----------|
| 1st year DKK per hour | 71.25    | 72.45    | 73.70    |
| 2nd year DKK per hour | 84.25    | 85.70    | 87.15    |
| 3rd year DKK per hour | 101.65   | 103.40   | 105.15   |
| 4th year DKK per hour | 117.85   | 119.85   | 121.90   |

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

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

EUX trainees follow the collective agreement for trainees of the trade concerned, however such that the pay is regulated as follows:

- Irrespective of the commencement date, the pay is regulated in arrears from 1 February if the end of the test for completed traineeship is on the last Friday of March, and from 1 August if the end of the test for the completed traineeship 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 and education 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 and education agreements concluded after 1 August 2020**

EUX trainees follow the collective agreement for trainees of the trade concerned, however such that the pay is regulated as follows:

- Irrespective of the starting date, pay is regulated in arrears
  - from 1 February for the traineeship test ending on the last Friday in September of the year of completion
  - And from 1 August for the traineeship test ending on the last Friday of the following March of the year of completion
- The adjustment in arrears is done for 1 year, for the 4<sup>th</sup>, 3<sup>rd</sup> and 2<sup>nd</sup> pay scale points. 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 the 1 August respectively 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 trainees who have started vocational training before 1 August 2020 may agree to transfer to education and training in accordance with the new Government Order with any transitional mechanisms determined by the school in the local curriculum.

#### **Art. 4 Adult trainees**

1. In the event that an enterprise wants to receive the special rate of reimbursement for adult trainees paid by the Employers' Training Contribution Scheme (Arbejdsgivernes Uddannelsesbidrag – AUB), two special conditions must have been met.

2. The adult trainee must be at least 25 years of age when the training and education commences.
3. During the traineeship, pay must amount to not less than the minimum pay rate of the trade.

#### **Art. 5 Trainees' participation in journeymen's piece-work**

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

#### **Art. 6 Pay and employment conditions**

##### **Payment of wages**

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

##### **Pregnancy examinations**

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

##### **Maternity/paternity pay**

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

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

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

### **Hospitalised children**

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

### **Health scheme**

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

### **Periods in school**

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

### **Appearance before a draft board**

8. Where the trainee is to appear before a draft board within normal working hours, the trainee is paid for the time spent.

|                                      |
|--------------------------------------|
| <b>Art. 7 Special accrual scheme</b> |
|--------------------------------------|

### **Special accrual scheme**

1. In the case of trainees employed under the collective agreement between the parties stated below, a special savings scheme shall be established into which the employer shall pay the following amount:

From the start of the pay week that includes 1 May 2020, 1% of the holiday qualified pay.

From the start of the pay week that includes 1 January 2021, 2% of the holiday qualified pay.

From the start of the pay week that includes 1 March 2022, 3% of the holiday qualified pay.

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 trainee's pension account, to the extent that such an account has been established in accordance with the provisions of the collective agreement.
3. On resignation, the balance is paid to the employee together with the final wages.

### Art. 8 Pension

1. Trainees 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. For trainees over 18 years (until 1 September 2020, 20 years) who continue their employment in the same enterprise after the period of training, the period of training will be included in the calculation of length of service.
3. Rates of contributions to the pension scheme are shown in Chapter 10, [Article 52](#).

### Art. 9 Insurance benefits to trainees

1. Trainees 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<br>(annual) .....   | DKK 33,000  |
| Lump sum payment in case of certain<br>critical sicknesses ..... | DKK 100,000 |
| One-off payment in the case of death .....                       | DKK 100,000 |

## **PensionDanmark health scheme**

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

### **Art. 10 Workwear**

Trainees have the same right to workwear as adult employees.

### **Art. 11 Safety footwear**

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

### **Art. 12 Tools**

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

## **Art. 13 Travel allowance**

### **Trainee period**

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

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

2. Where trainees perform work requiring them to work away from the usual place of work or work requiring them to be away from their homes overnight, they are paid according to the same rules as those applying to journeymen/adult employees in the trade concerned.

### **Periods in school**

3. Where a trainee's total journey to and from school is 20 km or more, compensation of his/her 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.
4. It is a condition for receiving the travel compensation that the trainee could not attend classes at a school situated closer to the trainee's place of residence or place of training than the school attended.
5. Public transport must be used to the widest extent possible. If the use of such means of transport would cause unreasonable inconvenience to the trainee concerned, the trainee may use his/her own means of transport.
6. If public transport is used, compensation for the actual expenses incurred 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. shall be used.
7. If a trainee 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 0.98 per km when the total travelling distance to and from school is 20 km or more. The amount is regulated in accordance with the rates laid down by the National Agency for Quality and Supervision (Kvalitets- og Tilsynsstyrelsen).

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

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

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

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

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

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

Enterprises may have the expenses of trainees' accommodation in trainee accommodation refunded 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 a trainee to attend a school other than that which is nearest to the location of the

enterprise and the trainee's address and field of training and education.

### **Note**

The provisions in (10) on payment by the enterprises of accommodation in trainee accommodation will be deleted and replaced by statutory rules if the Danish Parliament adopts the bill agreed by the Confederation of Danish Employers and 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 trainees in vocational training for trainee accommodation when their stay is necessary for their completion of the training and education programme.

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

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

To the extent that the new rules in the 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.

11. The provisions of (5), (6) and (7) apply similarly to the transportation allowance pursuant to (4).
12. When documentation has been received, the above transportation allowance is paid in arrears on the usual pay days.
13. If public or general solutions should be found in the field of "travel allowance during periods in school", such rules will replace the above rules.

14. If transport between several departments of a school is necessary on the same day, compensation is paid irrespective of the conditions on distance set out in (4).

#### **Art. 14 Welfare facilities**

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

#### **Art. 15 Holiday provisions**

See the provisions in the Holiday Act.

#### **Holiday guarantee scheme**

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

#### **Holiday pay of the piece-work surplus**

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

#### **Art. 16 Special provisions**

#### **Vocational school**

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

## Test for completed traineeship

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

## Health and safety representative

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

## Art. 17 Overtime

1. Trainees may participate in overtime according to the same rules as those applying to adult employees.
2. Working hours for trainees under 18 years of age must usually not exceed the usual working hours for adults.
3. Trainees under 18 years of age must not be employed for more than a total of ten hours per day
4. Overtime for the first three hours after the end of normal working hours is paid at the hourly rate increased by ..... 50%
5. One out of these three hours may fall immediately before the beginning of normal working hours, but not before 6:00 a.m.
6. Overtime beyond the end of normal working hours (i.e. night work) and until the beginning of normal working hours on the following day is paid at the hourly rate increased by ... 100%
7. Work on Sundays and public holidays is paid at the hourly rate increased by ..... 100%
8. The above-mentioned percentages are based on the minimum pay rate specified in [Article 3](#).

## Art. 18 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 trainees, enterprise, journeymen, (attendance),

etc. – the complaint shall be presented to the relevant academic 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 rules agreed between the organisations.

2. Other disagreements between trainee and enterprise are endeavoured to be settled in advance by negotiation in accordance with the rules for industrial disputes (i.e. local negotiation, local mediation/mediation, organisational meeting/organisational mediation), however, disagreements between trainee and enterprise cannot be transferred to arbitration. If agreement is not reached, the matter shall be referred to the technical committee before proceeding with the Disputes Board. If agreement is reached and the collective agreement is not complied with, it shall be considered as 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 trainee section of the collective agreement, the matter shall be re-examined between the organisations. If agreement is not reached, cases of this nature may be referred for a final decision by industrial arbitration.



## **Chapter 21 Protocols**

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

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

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

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

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

Copenhagen, 7 March 2017

## **Protocol on the construction industry's health and safety bus**

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

The knowledge service for building contractors and consultants is intended to help disseminate knowledge to the players in the planning phase of value creation in the building processes through a good health and safety at work effort.

The parties agree:

- That the pool to operate the BAM BUS is DKK 0.12 per hour and that the funds are collected from the existing Foundation for Cooperation and Working Environment
- That the BAM-BUS should strengthen its knowledge acquisition and ensure dissemination efforts through relevant channels in order to make visible good and workable proposals and solutions to the problems of the industry to a wider range of enterprises, employees and organisations. The communication effort will be considered together with BFA Building and Construction and the media Under Hjelmene (newspaper, web and podcast)
- That BAM-BUS should continue to operate as a consultative service where the consultants are neutral in relation to the parties' individual interests.

Either party may terminate the collective agreement at six months' notice to the end of the life of the collective agreement.

Copenhagen, 17 March 2020

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

The National Working Environment Authority's efforts in the building and construction field must be strengthened to obtain a safe and healthy at work working environment. A key pivotal point of these efforts is that the Working Environment Authority supervises all obligations under the National Working Environment Act. The parties agree to enter into a new dialogue with the National Working Environment Authority and the Ministry of Employment on a strategy or multiannual action plan for the building and construction area. The strategy/action plan shall determine direction, follow industry objectives, and address the major challenges in the building and construction sector so that it helps to strengthen the efforts for health and safety at work in the industry.

In any future dialogue it will be necessary to identify the areas of action to be included in a future strategy/action plan. The parties agree that the following areas should be addressed in the strategy:

- Orderly conditions for fair competition, including the supervision of foreign enterprises and registration in the Register of Foreign Service Providers (RUT).
- Employers, employees, suppliers, project engineers, consulting engineers and building contractors each have a responsibility under 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 period of time, 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 sector.
- Maintenance and enhancement of knowledge and competencies in the National Working Environment Authority. As part

of the development and implementation of the strategy/action plan and to ensure that it has the intended effect, knowledge and skills in the National Working Environment Authority in the building and construction field shall be maintained and strengthened, and a strategic position shall be taken on how this should happen.

Copenhagen, 17 March 2020

## **Protocol on the strengthening of preventive health and safety work**

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

One of the requirements of the legislation is that enterprises and employees should work together on health and safety at work. In enterprises of a certain size, this is done through a health and safety at work organisation.

The parties will initiate committee work to identify the possibility of joint activities, thus raising awareness of the following legislative requirements:

- Establishment of an occupational health and safety organisation in enterprises where this is required
- Compulsory training and education for members of the health and safety at work organisation
- The supplementary training and education (2 days in the first year of duty and 1½ days each subsequent year of duty),
- The work environment organisation's task includes both the *strategic* and *operational* tasks resulting from the rules for cooperation in health and safety at work
- The annual health and safety debate in all enterprises

The financing of the above activities could possibly be through the established funds of the parties.

The parties agree that, should any changes be made in the legislation, further discussions between the parties shall be held with a view to revising the protocol.

If the parties so agree, it may be decided that initiatives shall be launched during the life of the collective agreement.

Copenhagen, 17 March 2020

## **Protocol on health and safety at work training and education scheme**

The parties agree that, during the life of the collective agreement, committee work shall be undertaken to identify the possibility of establishing a common education and training scheme providing environmental education and training focussed on the building and construction industry.

The work of the committee shall seek the possibility of setting up an education and training scheme and shall, in this connection, consider:

- The customer base – respectively for
  - o The mandatory 3-day education and training
  - o The voluntary 2-day education and training (within the first 12 months)
  - o The voluntary 1½-day education and training (every following year)
- Requirements from and expenses for the Danish Evaluation Institute for education and training and educators
- Organisation, administration and the financing of training and education, including seeking opportunities for financing the scheme through the parties' established funds
- Whether the education and training scheme can be linked to the Construction Industry's Health and Safety at Work bus.

Copenhagen, 17 March 2020

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

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

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

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

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

1. To focus on the need to strengthen the general reading and writing skills of employees in the industry, including proficiency in Danish among foreign employees in the industry.  
In some cases, general skills are crucial for the employees' continuing training and education and adapting to new tasks or working processes as a result of digitalisation, new technology or green transition. A lack of general skills is a problem in terms of both developing and employee retention.  
Grants may be sought from the Construction and Civil Engineering Sectors' Development Fund for dyslexia (OBU), preparatory adult education (FVU) and general adult education (AVU). The supply of preparatory courses for Start Danish shall be examined in order to assess whether the preparatory courses are eligible for grants.
2. That unskilled workers in the industry should be encouraged to undergo education and training to a skilled level or to enrol for an AMU education and training contract.  
The parties shall have the objective of increasing access to contract and vocational training and education during the life of the

collective agreement.

After three months' employment, employees are entitled to a prior learning assessment as agreed with the enterprise. The formal assessment of competences is based on an assessment of which qualifications the employee can achieve in relation to completing adult vocational training (EUV) or an AMU education and training contract. Based on the assessment, the enterprise and the employee shall discuss the possibility of an adult apprenticeship course or relevant AMU education and training contract. Support may be sought from the Construction and Civil Engineering Sectors' Development Fund for participation in formal competence assessment.

3. That skilled employees in the building and construction industry must have better possibilities for continuing training and education in the industry.  
The parties shall have the objective of increasing continuing education and training activities during the life of the collective agreement.  
With the establishment of two new short-term further training and education courses in building technology and building coordination, skilled employees in the building and construction industry now have the opportunity to improve their qualifications on a part-time basis. Moreover, the two training and education courses include modules in digital building processes that will be increasingly important as digitalisation in the construction industry intensifies. The parties shall have the objective of increasing the awareness of the value of the two training and education modules for the worker and the enterprise.  
Grants from the Construction and Civil Engineering Sectors' Development Fund may be sought for participation in the academy education and training in building technology and the academy education and training in building coordination.
4. The parties agree to discuss the opportunities for industry employees to apply for grants themselves from the Construction and Civil Engineering Sectors' Development Fund.
5. The parties agree to recommend enterprises and employees to make use of PensionDanmark's continuing education and training website for planning skills development.



6. In order to strengthen the skills upgrading in the construction industry, the parties agree to set up a skills upgrading team in the Construction Industry's Training and Education. The team aims to support the skills upgrading of adults through AMU contract training and education or as adult apprentices. In addition, the team shall support increased use of AMU with a special focus on sustainability, climate adaptation and circular economy. The team will ensure coordination of recruitment efforts across vocational schools and professional committees, as well as ensuring cooperation between AMU and EUD and coherence with existing research efforts. Resources shall be allocated to a project employment of 2 consultants during the life of the collective agreement from the Foundation for Cooperation and Working Environment. The skills upgrading team efforts shall be evaluated by the parties before the end of the life of the collective agreement.
7. The parties agree to discuss the possibilities of focusing on the above opportunities, e.g. by:
  - Ongoing targeted information efforts on the opportunities for overcoming barriers in the form of a lack of general skills, on raising unskilled workers to a skilled level as adult apprentices or through AMU contract training and on further training and education opportunities at an academy level.
  - Promote PensionDanmark's education and continuing education and training website for enterprises and employees.

Discussions between the parties will take place before the end of 2020. The necessary financing for supporting the activities is found in the existing Development and Education and Training funds, as well as the Foundation for Cooperation and Working Environment.

Copenhagen, 17 March 2020

## **Protocol on night work and health checks**

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

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

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

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

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

Copenhagen, 5 March 2010

## **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? Do the collective agreements have different effects for workers of different national origins? In this work, the parties may agree to launch studies that could contribute to a common understanding of the differentiation in wages between Danish and foreign labour in the building and construction industry.
- The determination of wages in the construction industry. The parties shall clarify whether the wage-setting is described sufficiently in our agreements or whether it is necessary to describe the wage-setting further.
- The parties agree to examine whether the revised posting directive is relevant to the rules of the collective agreement for posted manpower. Relevant specialist knowledge may be obtained for this purpose.

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

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

Copenhagen, 17 March 2020

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

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 Data Protection Regulation should ensure that current practice on the processing, 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 provision 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 pay and employment conditions of foreign employees

It appears from the protocol of 21-06-2012 that with regard to:

***The scope of documentation that shall be presented/handed out***

*It is agreed that it is the joint intention of the parties to inform about the issues at the organisational meeting.*

*The Danish Construction Association indicated that it is the responsibility of the employer that all relevant background information is presented at the organisational meeting.*

*it is finally agreed that the submission of the information shall comply with the provisions of the provisions of the collective agreement and the agreed consideration of anonymisation.*

The purpose of anonymisation means specifically that the personal data contained in the relevant documentation is anonymised to the following:

- First name and first 2 letters of the last name. In case of coincidence further letters shall be revealed.
- Date of birth Day, month and year.
- Sort code and the last 4 digits of the bank account number In case of coincidence further digits shall be revealed

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.

Reservation is made for special cases where additional personal data may be required for the purpose of the collective agreement.

Copenhagen, 1 October 2018

Dansk Byggeri  
(The Danish Construction Association) 3F

Sign. Anja Bülow Jensen sign. Palle Bisgaard

## **Protocol on 2x2 courses**

The parties agree that good cooperation between the management and the employees of an enterprise is an important factor for 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:

Collective Agreement for the Construction and Civil Engineering Sectors, Article 72(7).

Article 63(7) of the Building Agreement, Article 57(7) of the Agreement for work for Bricklayers and Unskilled Bricklayers, Article 44(8) of The Industry Collective Agreement, Article 56(11) of the Floor Workers' Agreement.

As compensation for the above, Article 72(7) of the Collective Agreement for the Construction and Civil Engineering Sectors is omitted and the following new provision is inserted Article 74 (the following articles are moved):

### **“Art. 74 Continuing education and training of shop stewards and health and safety representatives**

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

The shop steward is entitled to participate in these courses within the first 18 months after his/her election. In agreement with the enterprise, the health and safety 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 courses does not affect rights or obligations in relation to the health and safety training and education provided for by legislation.”

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

The provisions in the article of the collective agreements (Article 67 of the Collective Agreement for the Construction and Civil Engineering Sectors) on "Holiday and 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 rules of the country of origin.

### **Payment of holidays**

If, pursuant to the holiday rules in their country of origin, posted employees are entitled to fewer days of paid holidays per holiday year than provided for by the Holiday Act, 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 Holiday Act.

Alternatively, the enterprise and the employees may agree that, to the extent that the legislation in force from time to time allows, the enterprise pays compensation to the employees for the missing holidays, together with the pay. The settlement of the remaining contribution/pay supplement must, see also 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 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 Holiday Act, the employer must ensure that the employee is granted additional paid holidays so that the employee is placed in a position that is as favourable as that accorded by the above provisions. This means that if the 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 paid holidays 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 holiday bonus 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 rules 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**

With regard to German enterprises affiliated to ULAK, the German construction sector's holiday fund under the social fund for the construction sector SOKA-Bau, the parties agree that no check should be made as to 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 rules. According to the Danish-German holiday agreement, the above requires that a statement from ZVK-Bau is submitted to the Danish trade union, containing the required gross list of employees.

### **Entry into force**

It is agreed that the collective agreement enters into force on 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 purpose of the collective 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 duty to pay pension contributions 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 his or her home country or pays the difference as a pay supplement to the employee. Settlement of the remaining contribution/pay supplement must, see also the provisions of the collective agreement to this effect, appear from the payslip and be paid out/in for each pay period.

The pension contribution/pay supplement is calculated on the basis of the same pay components that form part of the basis for the pension entitlement under the collective agreement. This applies whether or not the pay component in question is 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 collective agreement in PensionDanmark's system.

### **Entry into force**

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

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

### **Recruitment**

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

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

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

The Danish Construction Association and 3F will work towards the setting up of a task force in the regions, comprising representatives of 3F, the Danish Construction Association, the employment region, job centres and training and education institutions that will contribute to the coordination of activities.

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

Copenhagen, 2 March 2014

## **Protocol on information on the use of subcontractors**

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

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

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

Copenhagen, 7 March 2017

## **Protocol on Green transition in the building and construction sector 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 coming life of the collective agreement, enterprises and their employees have to provide solutions that support and enable the green transition in the following general areas:

- Sustainable building
- Energy efficient building
- 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 requirements concerning skills, production and work processes and sustainable building strategy. In addition, a similar strategy for the circular economy will place new requirements on the processes and products of the building and construction industry and the building materials industry.

The parties agree, therefore, to work together to identify the need for new skills and new incentives that can support the industry's green transition work.

The proposals of the Climate Partnership for the building and construction process point specifically to the following proposals:

- Dry building and dry materials that will reduce the need for drying out.
- Electrical power-driven machines, tools and heating that will reduce the consumption of diesel fuel.
- Reduce material waste and thereby reduce the quantity of waste.
- Better planning, logistics and employee involvement will create less traffic of both people and materials, and will reduce building time.

These proposals will, therefore, be at the heart of the cooperation between management and employees in order to ensure a green transition in the building 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 from 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 innovation and development of solutions that place the building and construction industry and the building materials industry in a central position as a supplier of solutions supporting the green agenda. This is in order to strengthen the Danish ambition of green transition and to 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 education and training opportunities for dismissed employees. The intention of continuing education and training is to support the 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 receipt of the termination, 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.

Against this background, 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.

In addition, the parties invite the government and the Parliament to establish a framework that allows support from an education and training fund for education and training of dismissed staff after the notice period in a similar way that support can be given to engaged employees in training and education.

The parties also invite the Board of Directors of the Construction and Civil Engineering Sectors' Development Fund to establish the possibility that the Fund can support such a scheme.

The following is, therefore, subject to the condition that the Construction and Civil Engineering Sectors' Development Fund will be able to pay the employee directly.

If the Danish Parliament and the Government meet the parties' wishes for regulatory adjustments, if the development fund of 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 notice of termination due to restructuring, cut-backs, enterprise's closures, or other circumstances concerning the*

*enterprise shall be entitled to participate in courses following resignation subject to meeting the following conditions:*

- a) *After 6 months length of service in the enterprise, the previously dismissed employee – immediately after resignation, see below – is entitled to two weeks off for continuing training and education with the support from the Construction and Civil Engineering Sectors' Development Fund.*
- b) *Approval shall have been sought and granted from the Construction and Civil Engineering Sectors' Development Fund to support a specific, fixed-term course prior to the end of the notice period unless the period of notice for individual employees is less than two weeks.  
In the case of less than two weeks notice, the commitment from the Construction and Civil Engineering Sectors' Development Fund shall be conveyed to the applicant within two weeks of the date of notice.  
This could concern one or more courses.*
- c) *The employee in question continues to be a job seeker and 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 Building and Construction Industry's Development Fund.*

It is agreed that the parties' committee work shall be completed by the end of 2020 at the latest.

The Construction and Civil Engineering Sectors' Development Fund may decide that the length of service requirement of 6 months should be reduced to 3 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 that exist between the organisations on the inclusion of occupational health and safety training and education in the apprenticeship programmes are revoked and these will not, therefore, apply in the future.

It is further agreed that trainees who have received the health and safety in work training and education during their traineeship and within the first five years following completion of their training and education are selected as a Health and Safety 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 collective agreement applies to trainee relationships within the training and education directions subject to the Collective Agreement for the Construction and Civil Engineering Sectors, the Building Agreement, the Agreement for work for Bricklayers and Unskilled Bricklayers, the Floor Workers' Agreement and the Industrial collective agreement between the Danish Construction Association and the United Federation of Danish Workers, 3F.
- That the protocols concerned are:
  - The protocol of 27 January 2000 on health and safety at work training and education (BYG and TIB)
  - The protocol No 6 of 28 February 2007 on health and safety at work training and education (DB and 3F)
  - The protocol No 16 of 28 February 2007 on health and safety at work training and education (DB and 3F)

- The protocol No 16 of 15 March 2007 on the health and safety at work training and education of workers in the field of stonemasons (DB 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 agree that the amended provisions of the collective agreement 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 negotiation of the collective agreement.

Copenhagen, 17 March 2020

## Chapter 22 Annexes

### Annex 1 General Agreement of 31 October 1973

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

#### **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 case law.
2. A work stoppage is lawful only if approved by at least three-quarters of the votes cast by a competent assembly under the rules of the relevant organisation and only if due notice has been given in agreement with the provision laid down in (3). Exceptions to the provision are work stoppages in situations mentioned in Article 5(2), of the Standard Procedure.



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

An organisation or an enterprise joining one of the central organisations or one of their affiliates shall not be regarded as unaffiliated, provided that a work stoppage has not been started before joining or been unequivocally announced following unsuccessful negotiations.

### **Art. 3**

1. Agreements concluded between the central organisations shall be respected and complied with by all member organisations, and responsibility for this lies with the relevant central organisation.
2. Disagreements as to whether an agreement exists shall be settled by the Danish Labour Court, unless the parties agree to have the disagreement 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 shop stewards, as provided for in agreements between the Danish Confederation of Trade Unions and the Confederation of Danish Employers
2. Manpower employed without reservation specifically for 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 rules. The central organisations recommend that cases concerning alleged unfair dismissals be dealt with as speedily as possible by the parties concerned. In cases where a claim is made to set aside a dismissal, the proceedings shall, as far as possible, be completed before the relevant worker's term of notice expires.
  - 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 his 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. In case the employer has provided blatantly incorrect information about the reason for the dismissal and this is of considerable importance to the case, the above notice shall be counted from the time that the worker was or should have been given the correct information. However, the local negotiations shall be completed within three months of notice of dismissal being given.
  - c. In case agreement is not reached, and the relevant trade union (or central management) requests that the matter be

taken further, negotiations shall immediately be initiated between the employee and employer organisations.

- d. If agreement is not reached, the relevant trade union (or central management) is entitled to submit a complaint to one of the central organisations' permanent Tribunals. The complaint shall be submitted to the secretariat of the Danish Board of Dismissals and to the opposing organisation within seven days of the conclusion of negotiations between the employee and employer organisations. The rules for the composition and handling of cases of the Danish Board of Dismissals shall be laid down in a set of rules of procedure for the board.
- e. The Tribunal shall make a reasoned award. If the Tribunal finds that a dismissal is unfair and unwarranted by the situation of the employee or the enterprise, it may, after a claim to that effect, set aside the dismissal, unless there has been, or can be taken to be, a breakdown in compatibility between the employer and the employee, such as to preclude any further continuation of the employment relationship. If the Tribunal finds that the dismissal is unfair, but that the employment relationship should nevertheless be discontinued, or if a claim is made for compensation for unfair dismissal, see above, the Tribunal may decide that the enterprise should pay compensation to the dismissed employee. The amount of compensation depends on the circumstances of the case and the length of service of the unfairly dismissed worker. Compensation may not exceed 52 weeks' pay, calculated on the basis of the average earnings of the dismissed worker during the preceding year.
- f. If the Tribunal is presented with cases where a claim is made that a dismissal is unfair, and, according to legislation, the dismissed employee has a different legal status than the one provided for in the General Agreement, the Tribunal shall, upon a claim from the plaintiff, base its decision on the relevant legislation.

## **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.

In the event that 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 with a view to resolving the issue.

## **Art. 6**

1. (1)The central organisations shall oppose any attempts to exclude persons from joining employee organisations on the basis company law provisions, or other contracts or ownership of shares, which do not make the persons concerned genuine co-owners of the enterprise.
2. When deciding whether an employee is a genuine co-owner, it has to be considered whether the employee concerned can be dismissed in accordance with the general rules on employment as laid down in legislation.

## **Art. 7**

1. The term of notice for terminating agreements and wage rates and other employment conditions shall be three months, unless otherwise agreed.
2. Even in cases where an agreement has been terminated or has expired, the parties remain committed to observe its provisions until it has been superseded by a new agreement or until a work stoppage has been initiated in agreement with the rules of 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 compliance with the provisions of the collective agreements, the employment

relationship cannot be terminated, unless the termination is due to shortage of work, until the relevant employee's organisation has had the opportunity to submit the case for settlement of industrial disputes in order to test whether the termination is unfair. The procedure shall, in order to have delaying effect, be initiated within one week, and terminated as soon as possible.

3. If a shop steward is dismissed due to shortage of work, the employment relationship cannot be terminated during the term of notice, see (4), until the representative's organisation has had the opportunity to submit the case to settlement of industrial disputes in order to test whether the dismissal is unfair. The procedure shall, in order to have a delaying effect, commence within one week.
4. If the dismissal is caused by shortage of work, the special notice obligation provided in the collective agreement, according to which the shop steward has been elected, shall cease to apply. In such cases, the shop steward is entitled to the ordinary term of notice, as provided by the collective agreement.
5. If an employee representative is transferred with the effect that he can no longer undertake this function, he shall be given rights equal to those applying for dismissals, see (2), (3) and (4).

#### **Art. 9**

1. The central organisations shall promote cooperation between the organisations and shall encourage smooth and stable working conditions in enterprises through the joint works councils or through other appropriate bodies.
2. Neither side shall hinder an employee in the performance of his job to the fullest extent allowed by his training and abilities.

#### **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, see Article 2, and the latter has not previously ceased, 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 shall be 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 fullest 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 disagreement shall be explained and endeavoured to be solved. Minutes will be taken, from which will appear the positions of the parties.

#### **Art. 11**

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

#### **Art. 12**

1. (1) This General Agreement shall remain in effect until terminated by six months' notice as at 1 January, but not earlier than 1 January 1995. Either of the central organisations wishing to amend the General Agreement shall inform the other party six months before notice of termination, after which negotiations with the object of reaching agreement and thus avoiding termination of the General Agreement shall be commended.
2. Should negotiations to renew the General Agreement, after due notice of termination has been given, not be completed by 1 January, the collective agreement shall remain in force, irrespective of whether the termination date has been exceeded, until the current collective agreements have been superseded by new ones.

#### **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 central organisations agree that guidelines for the holding of joint meetings concerning work stoppages shall be worked out as soon as possible.

Copenhagen, 1 October 1992

## **Annex 2**

### **Travel allowance**

(Applicable only to employment at non-permanent workplaces)

Copenhagen and North Zealand, Zone 1

Travel allowance

Regarding the civil engineering, bricklayer and carpentry trades

for work within the area covered by the Collective Agreements for Copenhagen and

North Zealand, Zone 1

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

Where an employee, who is residing in the Cities of Copenhagen or Frederiksberg, is employed at a workplace within the area covered by the Collective Agreements for Copenhagen and North Zealand, Zone 1, and the workplace is located more than 1 km (straight-line distance) outside the boundary of the City of Copenhagen, such employee will be paid an allowance according to the rules stated in (1-4) below; see (5). Where an employee, who is residing within the area covered by the Collective Agreements for Copenhagen and North Zealand, Zone 1, but outside the Cities of Copenhagen and Frederiksberg, is employed at a workplace located in the area covered by the Agreement, and the workplace is located more than 2 km (straight-line distance) outside the city in which the employee lives, such employee will be paid an allowance according to the rules stated in (1-4) below; see (5).

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



to the workplace, the employee will receive additional compensation per day on which he reports for work of DKK 1.20 per kilometre or part of a kilometre for the kilometres where public transport cannot be used. The number of kilometres is measured by the nearest road, and the compensation is only calculated one way. If, after transport by public transport, the distance from the means of transport to the workplace is 1 km or below, no compensation will be paid for this distance.

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

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

## Special provision with regard to roofing work

### Travel time and calculation of allowances

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

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

#### a. Regional districts

|  | 1.5.2020 | 1.1.2021 | 1.3.2022 |
|--|----------|----------|----------|
|  | DKK      |          |          |
| From 0 to 7 km                           | 20.65    | 21.05    | 21.45    |
| From 7 km to 30 km                       | 42.30    | 43.15    | 44.00    |
| From 30 km to 50 km                      | 71.85    | 73.25    | 74.70    |
| Allowance for travel in excess of 50 km* | 1.26     | 1.28     | 1.31     |

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

#### b. Capital region

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

|                | 1.5.2020 | 1.1.2021 | 1.3.2022 |
|----------------|----------|----------|----------|
|                | DKK      |          |          |
| From 0 to 5 km | 36.45    | 37.15    | 37.90    |

|                     |        |        |        |
|---------------------|--------|--------|--------|
| From 5 km to 10 km  | 60.90  | 62.10  | 63.30  |
| From 10 km to 15 km | 85.30  | 87.00  | 88.70  |
| From 15 km to 20 km | 109.55 | 111.70 | 113.90 |
| From 20 km to 30 km | 134.20 | 139.50 | 141.15 |
| From 30 km to 40 km | 158.35 | 161.50 | 164.65 |
| From 40 km to 50 km | 182.80 | 186.40 | 190.05 |

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

### **c. Travel in both areas**

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

2. The above travel allowances cover travel back and forth in the enterprise's vehicle.
3. No travel allowance is paid to employees paid by the hour or at piece-work rate if the employee has been requested to report for work at the place of employment when working hours start.
4. In the latter case, travel time is paid by the hour at the minimum rate of pay, see Article 23.
5. Place of employment means the enterprise's business address, district office, agreed place for employees to report for work or similar.
6. In cases where, according to agreement with the enterprise, an employee makes a car available to the enterprise and transports himself and/or several other people, the employee is paid per km travelled by the nearest practicable route in accordance with state rules. The rates of payment in para.

7. 1 a and b are adjusted by the same percentage rate as the minimum pay rate provided for in the collective agreement; see Article 23.

## **Annex 3**

### **Winter construction**

Agreement on winter construction measures

between

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

#### **General**

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

- Government Order no. 477 of 18 May 2011 on construction and civil engineering works in the period from 1 November to 31 March
- Government Order no. 1516 of 16 December 2010 on Building and Construction pursuant to Article 11(2) (coverings), and Article 12(1), (stationary work locations) of the Danish Working Environment Act.
- In the case of minor construction projects lasting more than three working days and being carried out during the period 1 October to 30 April, winter measures shall be implemented in accordance with the provisions on seasonal, weather-related or collectively agreed winter measures, see below, unless doing so would be obviously unreasonable or inappropriate.

For implementation of winter facilities, a distinction is made between seasonal, weather-related, collective agreement (B) and welfare winter measures (C).

#### **A. Seasonal and weather-related winter measures**

Seasonal winter measures are based on the enterprise's specifications.

Weather-related winter measures shall be implemented on the basis of the instructions for the project which shall generally be prepared by the building contractor.

When the description of the project/the building site plan indicates or should indicate that winter measures shall be carried out, employees shall be willing against payment to carry out, maintain and, when appropriate, remove the winter measures in Chapter 2 of the guide to the Winter Order, and Article 11(2) of the site notice according to the enterprise's instructions.

The duties of the employees also apply to seasonal and weather-related winter measures which are not stated in the project description or building plan because the work is carried out in accordance with the trial arrangements in Article 4 of the Winter Government Order.

The enterprise supplies the necessary materials and equipment for the implementation of the designated winter measures.

## **B. Collective agreement winter measures**

Collective agreement winter measures constitute the measures specified for the individual trades covered unless:

- The winter construction measure requirements for the relevant work contained in the project description/site plan render the below-mentioned measures superfluous, or
- it is established that circumstances beyond the enterprise's control make it impossible to effect one or more of the measures, or
- There is agreement between the enterprise and the employees employed on the work in question that one or more of the measures can be dispensed with in the present case, as long as any such agreement does not contravene the building contractor's instruction relating to liability for execution of the measures.

Where work operations are performed on the same site for a long time, see Article 12(1) of the Government Order on Building and Construction, measures shall be established at the instigation of the enterprise in order to protect against the weather, such as the erection of a suitable tent or canopy or placing of the work in a building or shed as far as possible with access to daylight, unless this would be obviously unreasonable or inappropriate.

The enterprise will set up artificial lighting in its own work locations where this is necessary for safe execution of the work.

The enterprise ensures protection of its own water supply against the consequences of frost where necessary for the execution of the work.

Employees are obliged to work as responsibly as possible with protective materials, equipment and lighting.

### **C. Welfare winter measures**

Where moveable windbreaks, see Art. 12(1) of the Government Order on Conditions at Construction Sites and Similar Places of Work, are supplied at the initiative of the enterprise, their erection and movement at the same work location shall be undertaken by the employees themselves and without payment.

Where a windbreak causes considerable inconvenience to the execution of work, the employees may require its omission.

### **Protection of materials**

The enterprise shall make available all necessary covers and provide for the covering of its own materials. Employees are obliged to uncover and cover over materials that are used for daily work and which are covered without special payment.

### **Settlement of industrial disputes**

The extent of seasonal and weather-oriented winter measures cannot be dealt with in accordance with the rules for settlement of industrial disputes.

Any disagreements relating to collective agreement winter measures and all payment issues shall be dealt with in the usual manner in accordance with the Procedure for the Settlement of Industrial Disputes.

# Annex 4

## Contract of employment

### Contract of employment for hourly worker

Between **employee:**

and **enterprise:**

|  |
|--|
| Name: _____  |
| Address: _____                                     |
| Postcode: _____                                    |
| Date of birth: _____                               |
| Telephone: _____                                   |
| Bank:            reg. no.:            account no.: |

|                  |
|------------------|
| Name: _____      |
| Address: _____   |
| Postcode: _____  |
| CVR no.: _____   |
| Telephone: _____ |

**1** Employed as of: Date: \_\_\_\_ Month: \_\_\_\_ Year: \_\_\_\_

The employee is employed at: Construction and civil engineering  (non-permanent workplaces)  
 The employee is employed at: Permanent workplace . Insert address: \_\_\_\_

Employed as: Select Trade Group  Other: \_\_\_\_

**2** The terms of employment are agreed between the Danish Construction Association and Choose union as being subject to the applicable collective agreement: Select collective agreement

**3** Occupational pension, yes  no . If "no", indicate the Insufficient length of service in months: \_\_\_\_

**4** The personal hourly wage for hourly-paid work at the time of hiring amounts to: \_\_\_\_\_ DKK  
 The wages are paid: Weekly  Every 14 days  Other: \_\_\_\_

Additional payment may be provided for overtime work, advance supplement, work requiring employees to work away from the usual place of work and work requiring employees to be away from their homes overnight, and inconvenience allowance, in accordance with the above-stated collective agreement. Holiday rules will also follow the above-stated collective agreement.  
 The work may include piece-work, where the price is determined in accordance with the rules of the collective agreement and the duration of the task is defined, and there may also be different productivity-promoting pay schemes, which will also be determined in accordance with the collective agreement. Local agreements may have also been concluded.

**5** Working hours in the case of part-time employment: \_\_\_\_ hours/week

**6** Health:  
 The employee confirms that the employee is not aware of having any chronic or other diseases that would significantly impact the employee's ability to perform the applicable work under this contract of employment.

**7** Absence - sickness:  
 In the event of sickness, the enterprise must be notified by calling telephone number \_\_\_\_ no later than at the commencement of working hours on the first sick day. If a sworn declaration has been provided, this must be sent to the enterprise on the first sick day. The enterprise may require a fit-for-work certificate, etc. in accordance with the rules of the Sickness Benefit Act.

Absences - other: All other absences, e.g. holiday and similar, must be agreed.

Holiday: The Collective Agreement and the Holiday Act apply.  
 Employee handbook has been provided: Yes  No

Other issues:

|                |                    |
|----------------|--------------------|
| Date ____      | Date ____          |
| The enterprise | The employee ..... |



## GUIDE to electronic form

### **For item 1:**

Enter the date of hiring.

Refer to the rules of the collective agreement and definition of permanent workplaces. If the work at the time of hiring takes place at a workshop and as outwork, tick both boxes.

Chose the trade in which the employee will be working.

After selecting the item "other", enter the trade that is outside of those listed, e.g. upholsterer, young assistant, etc.

### **For item 2:**

Enter the Danish Construction Association as the employers' association.

For employee organisation, select the union that is the employee representative in the collective agreements that the Danish Construction Association has with members of the BAT Cartel, e.g. the United Federation of Danish Workers (3F) or the Danish Metal Workers' Union. The collective agreement's employee representative must be listed, not the union which the employee is a member of (if any).

The following unions are members of the BAT Cartel:

The United Federation of Danish Workers (3F)

The Union of Construction, Energy & Horticultural Workers (BJMF)

The Danish Metal Workers' Union

The Danish Painters' Union

The Danish Union of Electricians

The Danish Union of Plumbers and Allied Workers

### **For item 3:**

The information must be provided by the employee.

*Qualifying length of service is obtained after 6 months of paid work, regardless of industry.*

Note: Employees hired under the collective agreement between the Danish Construction Association and the Danish Painters' Union must have a length of service working under a collective agreement in the industry of at least 3 months. Length of service is accrued as the cumulative total of work for different enterprises.

If the qualifying length of service of 6 or 3 months has not been obtained, the exact number of months/weeks needed to reach this qualifying length of service must be stated.

### **For item 4:**

If other pay calculation methods apply, these must be attached to this contract of employment.

In accordance with the collective agreement between the Danish Construction Association and the Danish Painters' Union, the employment is solely on the basis of piece-work pay.

### **For items 6 and 7:**

If the employee handbook or similar contains other rules, these must be explicitly stated in items 6 and 7, and the applicable rules must be provided together with the contract of employment.

# Annex 5

## Contract of employment on terms similar to those enjoyed by salaried employees

### Employment on conditions similar to those enjoyed by salaried employees

Between employee

and enterprise

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

City: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date of birth: \_\_\_\_\_

CVR no.: \_\_\_\_\_

Bank: \_\_\_\_\_

Reg. no.: \_\_\_\_\_

Account no.: \_\_\_\_\_

Job title: \_\_\_\_\_

Employed as of: \_\_\_\_\_

an agreement on employment on conditions similar to those enjoyed by salaried employees is concluded on the following conditions:

The agreement is an addendum to:

- The Collective Agreement for the Construction and Civil Engineering Sectors with the United Federation of Danish Workers (3F)
- The Industrial Collective Agreement with the United Federation of Danish Workers (3F)
- The Collective Agreement for Metal Workers with the Danish Metal Workers' Union/the Danish Union of Plumbers and Allied Workers
- The Collective Agreement for Electricians with the Danish Union of Electricians
- The Collective Agreement for work for Bricklayers and Unskilled Bricklayers with the United Federation of Danish Workers (3F)
- The Collective Agreement for Civil Engineering Workers with BJMF
- The Collective Agreement for Mason's Labourers with BJMF

#### Pay

The pay is agreed as DKK \_\_\_\_\_ per month, paid in arrears at the same time as for the enterprise's other salaried employees. The wages must be reviewed once a year and adjusted if deemed appropriate.

#### Working hours

Working hours, including any overtime, shift work and staggered working hours, along with payment for such, are determined in accordance with the provisions of the present collective agreement.

#### Work location

The employee is employed at:

- Non-permanent workplaces
- Permanent workplace. Enter address: \_\_\_\_\_

#### Holidays

Holidays are accrued and taken in accordance with the provisions of the collective agreement and the Holiday Act. During holidays, holiday with pay or holiday allowance is provided, cf. Article 16 of the Holiday Act.

#### Public holidays

Full pay is given on public holidays and other work-free days.

**Floating holidays**

The employee is entitled to five floating holidays per calendar year.

If the floating holidays are not taken before the end of the calendar year, the employee may within 3 weeks claim compensation corresponding to one day's pay per unused floating holiday.

**Sickness**

The enterprise pays full pay during sickness.

Procedure in the event of absences from the enterprise:

Employee circular provided:  Yes  No

**Notice of dismissal**

In the event of notice of dismissal, the following apply: Article 2 (notice period), Article 2a (severance allowance), Article 2b (compensation for any unjustified dismissal), Article 16 (right to seek other employment during the notice period), and Article 17 a (share of profits, bonus or similar).

Furthermore, the following is agreed:

(The rules of Article 8 of the Danish Salaried Employees Act (death of salaried employee) cannot be waived by agreement).

**120-day rule:**

It is agreed that the employee may be dismissed by giving one month's notice to the end of a month if the employee has received pay during sickness absence for a total of 120 days over a period of 12 consecutive months. The dismissal is only valid if it occurs immediately following the end of the period of 120 sick days, and while the employee is still sick. However, the validity is not affected by the employee's return to work after notice of termination has been given.

**Validity**

The agreement on conditions similar to those of salaried employees applies from

, date

, date

Employee

Enterprise

# Annex 6

## Contract form on transfer of holidays

### Agreement on transfer of holiday

Enterprise

Employee

#### 1. Transferred holiday

- 1.1 In accordance with the rules below, the parties have agreed that It may be locally agreed that \_\_\_\_\_ days of holiday may be transferred to be taken during the following holiday period.
- 1.2 A maximum of 10 holiday days may be transferred and all holiday shall be held no later than the second holiday period following the transfer of holiday days.
- 1.3 If, due to his or her sickness, maternity/paternity leave, leave for adoption or other obstacles to holiday, an employee is prevented from taking leave, up to 20 days of paid annual holiday may be transferred to the subsequent holiday period.

#### 2. Taking of transferred holiday

The parties have agreed on the following procedure for taking transferred holiday (tick the appropriate box)

- 2.1  Holiday is to be taken in the period \_\_\_/\_\_\_-20\_\_ to \_\_\_/\_\_\_-20\_\_
- 2.2  Other agreement (specify here) \_\_\_\_\_
- 2.3 If no agreement on the scheduling of transferred holiday can be reached, the holiday will be scheduled in accordance with the same guidelines for scheduling of residual holiday entitlement.

#### 3. Other provisions

- 3.1 Agreements on transfer of holiday must be concluded in writing by 31 December in the holiday period.
- 3.2 Transferred holiday must be taken before other holiday.
- 3.3 If the employee resigns before all transferred holiday is settled, holiday allowance will be paid for the remaining transferred holiday days.
- 3.4 Agreement on taking of transferred holiday can only be changed by entering into a new agreement.
- 3.5 The holiday allowance corresponding to the above-mentioned holiday days for the employee amounts to DKK:  
\_\_\_\_\_

The amount is to be paid in connection with the taking of holiday or the termination of employment in the enterprise.

Date: \_\_\_\_\_

The enterprise's signature

The employee's signature

## **Annex 7**

### **Offshore Agreement**

Set of rules for work on floating and fixed platforms

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

#### **Art. 1 Scope**

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

For work of a duration shorter than one complete period of work and time off, see Article 3(4).

#### **Art. 2 Working hours**

1. The work period on platforms is 14 days followed by 14 days off ashore. The work period may be changed at management's discretion, taking the interests of the enterprise into account. The ratio between working days and days off must be 1: 1. The number of normal, effective daily working hours is 12 hours on all days of the week. If an employment relationship covering a complete period of work and time off is cut short before the end of the period, working hours performed are settled in accordance with Article 3(1-3).
2. The number of working hours per work period (14 days) is 168. For each work period, the employee earns 20 hours of time off. Time off thus accumulated must be used within 12 months, taking into consideration the operational conditions of the enterprise. Time off is arranged in consultation with the employees.

For use during the accumulated time off in lieu, an amount equal to ten hours' pay (hourly pay rate including offshore allowance) per work period is set aside.

If the time off in lieu is not taken within the 12-month deadline, the amount set aside is paid out with the addition of 20 hours' overtime payment.

### Art. 3 Pay conditions

1. Pay is fixed in accordance with the provisions of the collective agreement.
2. In addition to pay, a special offshore allowance will be paid from the beginning of the pay week which includes

|                               |           |
|-------------------------------|-----------|
| 1 May 2020 per hour .....     | DKK 39.80 |
| 1 January 2021 per hour ..... | DKK 40.40 |
| 1 March 2022 per hour .....   | DKK 41.05 |

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

3. For work exceeding 12 hours per day, an overtime rate fixed at 50% of the agreed hourly pay including offshore allowance is paid. If total working hours during a 14-day period exceed 168 hours, payment for the exceeding working hours is increased by 50%.
4. The provisions of (2) and (3) do not apply to work of short duration.

For work of a duration shorter than one complete period of work and time off, a local agreement is concluded in accordance with the provisions on work requiring employees to be away from their homes overnight; see Article 7. Working hours in case of work of short duration may be the same as the daily and weekly working hours mentioned in Article 2, but working hours exceeding the weekly working hours stipulated in Article 7 of the collective agreement – weekly working hours – are settled in accordance with the provisions of the collective agreement, and time off in lieu is taken according to agreement and adapted to the special conditions in the offshore sector.

5. In addition to pay, payment for public holidays is granted in accordance with the provisions of the collective agreement.
6. For work on public holidays, i.e. the days for which advance payment for public holidays is due, the following allowance will be paid from the beginning of the pay week which includes

|                  |            |
|------------------|------------|
| 1 May 2020 ..... | DKK 513.70 |
|------------------|------------|

|                      |            |
|----------------------|------------|
| 1 January 2021 ..... | DKK 521.90 |
| 1 March 2022.....    | DKK 530.25 |

**Art. 4 Travel and waiting time**

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

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

**Art. 5 Board and lodging**

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

**Art. 6 Holidays**

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

**Art. 7 Work requiring employees to be away from their homes overnight**

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

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

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

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

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

## **Payment for travel time**

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

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

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

## **Reimbursement of travel, board and lodging expenses**

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

In the event of agreements on subsistence allowance, the duration of travel and the level of costs at the place to which the employee is sent, must be taken into account.



6. In case of work requiring employees to be away from their homes overnight with a duration of less than eight days, board and lodging expenses are paid as per account rendered, unless another agreement has been made.

## **Annex 8**

### **Agreement on pre-training**

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

#### **Background**

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

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

#### **Purpose**

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

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

#### **Framework**

Pre-training agreements can only apply to young people who have reached the age of 15 but still under the age of 18 years.

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

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

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

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

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

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

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

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

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

### **Obligations of the enterprise**

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

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

### **Obligations of the pre-trainee**

1. The pre-trainee must participate in the required safety instructions in the enterprise at the start of the agreement period.
2. The pre-trainee must follow the instructions given by the enterprise and other employees with regard to safety measures and job duties.

The pre-trainee shall follow the enterprise's general administrative procedures for staff, which have been laid down and handed out, including:

- reporting sickness or other absence
- providing address information

### **Government Order on work performed by young people**

Pre-trainees under the age of 18 are covered by the National Working Environment Authority's Government Order no. 239 of 6 April 2005 with annexes, and attention is drawn to the special provisions in chapter 8 regarding authorisations, dispensations, etc.

### **Contract of employment**

The organisations prepare a standard agreement as well as guidelines.

# Keyword index

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