COLLECTIVE AGREEMENT FOR CIVIL ENGINEERING WORKERS 2017
BETWEEN: THE DANISH CONSTRUCTION ASSOCIATION
AND THE DANISH UNION OF BUILDING, CIVIL ENGINEERING AND ENVIRONMENTAL WORKERS
Collective Agreement for Civil Engineering Workers

2017

between

the Danish Construction Association and

the Danish Union of Building, Civil Engineering and Environmental Workers
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Chapter 1
Scope of the agreement

Article 1  Scope

1. The collective agreement and related piecework lists apply to non-permanent workplaces in Copenhagen, Frederiksberg and Amager.

2. In connection with the renewal of the collective agreement in 2004, the collective agreement was merged with the Collective Agreement for Civil Engineering Workers between the Danish Union of Civil Engineering Workers (Jord- og Betonarbejdernes Fagforening) and the Federation of Danish Building Industries (BYG) and applies to all present and future members of the Danish Construction Association who employ workers within the occupational scope of the collective agreement, unless otherwise determined in connection with the individual provisions of the agreement.

3. The collective agreement covers the same occupational scope as before as well as work that professionally can be carried out by civil engineering workers and semi-skilled workers (semi-skilled work).

4. Wage rates are determined according to the provisions of the collective agreement, including the determination of piecework rates on the basis of time and motion studies and the minute factors determined by the organisations.

5. Work outside Copenhagen, Frederiksberg and Amager as well as scaffolding and gardening work, roofing, paving and paving assistance and paving apprentices all over Denmark are covered by the collective agreement between the United Federation of Danish Workers and the Danish Construction Association.

Article 2  Definition of permanent/non-permanent workplaces

1. Fixed stationary workplaces, from which a finished product or service is delivered to several different buyers, including industrial enterprises,
concrete element factories, ready-mixed concrete factories, stone-working enterprises, gravel pits, stationary repair shops and stationary materials sites as well as enterprises carrying out sewer or sludge removal work.

Fluctuating employment
2. Employees are covered by the provisions on permanent workplaces if their actual employment and main job is at the fixed place of production, regardless of whether they deliver or are sent out by the enterprise for assembly/processing in 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.

Article 3  Admission of new members

The following provisions apply to enterprises joining the Danish Construction Association:

New members covered by other collective agreements
1. Enterprises which 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 agreements
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. On the enterprise’s resignation from the Danish Construction Association, the accession agreement is re-activated, unless the enterprise becomes subject to another collective agreement through its membership of an organisation under the umbrella of the Confederation of Danish Employers (*Dansk Arbejdsgiverforening*).
4. When the union learns that an enterprise has become subject to a collective agreement under the Danish Construction Association, the union may request that a meeting of the organisations be held; see Article 80, paragraph 15.

The purpose of the meeting of the organisations is to explore the possibilities of how the employees may fit into the existing collective agreement in order to comply with its provisions and to allow the parties to the collective agreement to acquaint themselves with the existing pay and employment conditions for the employees.

During the adaptation negotiations, existing pay and employment conditions may be documented.
Chapter 2
Meeting with the social partners and joint information meeting

Article 4   Information meeting

1. The organisations wish to ensure that the Danish model functions as well as possible in the Danish construction sites, and that all parties get off to a good start. When the organisations agree that a need exists for it, the contractor must participate at management level in a joint meeting with the social partners. At the meeting, the contractor will have the opportunity to describe his organisation, and the social partners will have the opportunity to explain the Danish model and meet the enterprise.

2. The organisations also agree to offer a joint information meeting, preferably within the first month after they have started work in Denmark.

3. Where possible, the meeting may be held on site. Otherwise, one of the parties will arrange for suitable premises.

4. However, this agreement will not prevent the social partners from holding meetings with each their party.

5. Furthermore, at the commencement of major building and construction projects, the organisations agree to offer joint information meetings for enterprises and employees for the purpose of giving the local parties in the individual construction site an introduction to current wage and working conditions.
Chapter 3
Employment relationship

Article 5 Information about terms of employment

Contract of employment

1. When hiring an employee for a period longer than one month and for more than eight working hours per week, the enterprise must provide the employee with written information about the terms and conditions of employment.

   Besides names, addresses, telephone numbers and civil registration number (CPR no.) and number in the Central Business Register (CVR no.), respectively, the information must include the following elements:

   – The collective agreement applying to the employment
   – Type of pay – hourly wage or piecework
   – 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 must be given to the employee within one month of the commencement of employment.

   The organisations recommend that the contract of employment printed as Annex 4, page 156, 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 obligation to inform

3. If the employee has not received information on the terms of employment, see paragraphs 1 and 2, within the specified deadlines, the issue may be submitted for resolution in accordance with the provisions of the collective agreement on the Procedure for the settlement of industrial disputes.

   If the above 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 enterprise’s obligation to inform.

4. Should an employee who was employed before 1 July 1993 wish to receive information on the terms of employment, see paragraphs 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. Trainees are not comprised by these provisions.

Article 6    Employment on conditions similar to those enjoyed by salaried employees

1. The organisations recommend that enterprises wishing to introduce employment on conditions similar to those enjoyed by salaried employees for certain employees with more than one year’s service preferably do so in accordance with the guidelines stated in this agreement.

2. Employment on conditions similar to those enjoyed by salaried employees may be agreed individually with particularly trusted employees who perform highly qualified work. Contracts of employment on conditions similar to those enjoyed by salaried employees are only valid if made in writing.

   The organisations will together draw up a form to be used for conclusion of contracts of employment on conditions similar to those enjoyed by salaried employees. After being signed, the employment form may have to be submitted to the respective organisations.

   The matter of introducing or terminating agreements for employment on
conditions similar to those enjoyed by salaried employees may be sub-
mitt for resolution in accordance with the industrial disputes proce-
dure, but not for resolution by industrial arbitration.

3. The provisions of section 8 of the Danish Salaried Employees Act
(Funktionsloven) on early retirement pension benefit in case of death
cannot be derogated from by agreement.

Wages

4. Pay must reflect the individual employee’s qualifications, responsibili-
ties, efforts and proficiency. 
Once a year each employee’s pay is reviewed for a possible adjust-
ment. The adjustment may be made at the same time as for salaried
employees employed in the enterprise.

5. Disagreements with regard to pay level or adjustment may be submitted
for resolution in accordance with the industrial disputes procedure de-
scribed in the present collective agreement. 
In case of employment on conditions similar to those enjoyed by sala-
ried employees, the employee’s hourly wage is converted to monthly
pay according to the applicable number of hours, at present 160.33.
Payment is made on the same dates as those applying to the enter-
prise’s salaried employees.

Length of service

6. In case of employment on conditions similar to those enjoyed by sala-
ried employees, length of service is calculated from the time of the tran-
sition to such employment, with the stipulation that the employee retains
the right to a period of notice of at least the same length as the one to
which he/she was entitled before the transition.

Termination

7. In case of termination of employment, the period of notice for both par-
ties is calculated in accordance with the provisions of section 2 of the
Danish 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 collec-
tive agreement on transition to employment on conditions similar to
those enjoyed by salaried employees.
Notice of termination may be given during sickness absence. The provi-
sions of Article 74, paragraphs 8 and 1, of the collective agreement do
not apply to contracts of employment on conditions similar to those enjoyed by salaried employees.

8. 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. Such notice of termination is only valid if given immediately after the 120 days of sickness absence and while the employee concerned is still sick. The validity is not affected by the employee’s return to work after the notice of termination was given.

**Working hours**

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

**Holidays**

10. Persons employed on conditions similar to those enjoyed by salaried employees are entitled to paid holidays or holidays with holiday allowance; see section 23 of the Danish Holiday Act (*Ferieloven*). This provision supersedes Article 56 of the collective agreement.

**Pension contribution on holiday allowance**

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

**Public holidays**

12. Employees are entitled to full pay for public holidays and other non-working days.

**Floating holidays**

13. Employees are entitled to five floating holidays per calendar year.

14. Should an employee employed on conditions similar to those enjoyed by salaried employees not take the floating holidays before the end of the calendar year, such employee has the right within three weeks to submit a claim for compensation equivalent to one day’s pay for each unused floating holiday. The compensation will be paid out in connection with the first subsequent payment of wages.
Free choice of wage account

15. A free choice of wage account is set up for persons employed on conditions similar to those enjoyed by salaried employees. The contribution paid by the enterprise as of the below mentioned dates is equal to:

- at 1 March 2017 .......................................................... 2.7%
- at 1 March 2018 .......................................................... 3.4%
- at 1 March 2019 .......................................................... 4.0%

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

Payment

16. The amount is paid to the employee together with pay for December unless the employee has made a request before 1 December that the amount be transferred to his/her pension account.

On resignation, the balance is paid to the employee together with the last pay.

Sickness

17. The enterprise pays full pay during sickness absence.

Other provisions

18. Sections 2a and 2b, 16, 17 and 17a of the Danish Salaried Employees Act apply to persons employed on conditions similar to those enjoyed by salaried employees.

Unless otherwise specified in this provision or in the contract of employment drawn up between the parties, the employee is subject to the provisions of the collective agreement.

Settlement of industrial disputes

19. 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 on 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 is regarded as being subject only to the provisions of the collective agreement.
Pre-existing contracts of employment on conditions similar to those enjoyed by salaried employees may, based on local agreements between the parties, be adjusted in accordance with these guidelines.
Chapter 4
Working time provisions

Article 7  Weekly working hours

1. Normal effective working hours are 37 hours per week.
2. The weekly working hours are distributed over the first five days of the week.

Article 8  Daily working hours

Daily working hours
1. Normal daily working hours are placed between 6:00 am and 6:00 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 accommodate the employees’ wishes, working hours will be planned with due regard to the interests of the enterprise, and the resulting arrangement may be implemented at ten days’ notice.
   In this period the employees have the right to present a complaint in accordance with the Procedure for the settlement of industrial disputes 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.
**Article 9  Variable weekly working hours**

1. Subject to local written agreement, daily or weekly working hours may be increased or reduced in such manner that average normal weekly working hours over a predetermined reference period are 37 hours.
2. The predetermined reference period may not be longer than 12 months excluding holidays.
3. Such agreement may not cause the number of normal working hours to exceed ten effective hours per day.

**Article 10  46-hour working week**

1. Subject to local written agreement, normal weekly working hours may be fixed at 46 hours on the condition that excess hours in addition to the number stated in Article 7 are taken as time off in lieu, preferably as whole days, within three months of the qualifying period. Overtime work pursuant to Article 17, paragraph 2, first sentence, may not be performed at the same time.
2. Such agreement does not give rise to the payment of overtime allowances.
3. The schedule for taking time off in lieu is set by the enterprise in consultation with the employees. Employees must take any time off in lieu before resigning from the enterprise.

**Article 11  Weekend work**

**Conditions**

1. Subject to local agreement, weekend work shifts 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 times of working hours on Saturdays and Sundays are 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 may be paid out to such employees.

5. Agreement on the introduction of weekend work in the individual enterprise may only be concluded if the organisations are in agreement about it.

6. Infringement of paragraph 4 is regarded as a breach of the terms of employment and will result in immediate dismissal from the enterprise. Should an enterprise know of an infringement of paragraph 4, the introduction of weekend work shifts 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. Pay for weekend work is as stipulated in the collective agreement.

9. In addition, supplements and allowances as provided for in the collective agreement are 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 Saturdays and Sundays as provided for in the collective agreement are payable to the employees. It may be agreed locally to distribute the supplements and allowances as an average over total working hours.

11. A precondition for weekend work is that the total pay, including all supplements and allowances provided for in the collective agreement, is at least equal to normal pay 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 non-working days. Should there be such non-working days, an amount is paid for these days equivalent to the individual employee’s average hourly pay for the number of hours he/she would have worked on the days concerned. The amount is paid from the employee’s holiday account for public holidays and floating holidays. However, no amount greater than that deposited in the individual employee’s public holiday account at the given time may be paid out.
13. Only ordinary pay is paid for work on public holidays, meaning that no advance pay for public holidays will be paid.

**Danish Labour Market Supplementary Pension Scheme**

Contributions to the Labour Market Supplementary Pension Fund (*Arbejdsmarkedets Tillægspension – ATP*) is made at the full amount.

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**Article 12  Part-time employment**

**Part-time work**

1. Part-time employment contracts may be concluded at the local level.

2. Weekly working hours for part-time employment must comprise a minimum of 20 and a maximum of 30 hours per week. Normal weekly working hours (the number and arrangement of working hours) is agreed individually in each case of part-time employment. Any change of the normal weekly working hours may be effected in accordance with the provisions of Article 7.

3. Part-time employment is paid in accordance with the generally applicable provisions of the collective agreement. Employees are not entitled to any compensation for reduced working hours. Working hours in excess of the agreed working hours for the employee is remunerated at the relevant employee’s normal hourly rate. Working hours in excess of the enterprise’s normal full-time working hours are payable as overtime as for other employees.

4. In accordance with the Procedure for the settlement of industrial disputes, the organisations have the right to present a complaint regarding the misuse of the present provision, including cases where the number of part-time employees is deemed excessive.

5. It has been agreed that the stipulations of the collective agreement concerning length of service apply to part-time employees in the same manner as to full-time employees.

**Persons with reduced capacity for work**

6. Agreements on reduced working hours may be concluded with employees whose capacity for work is diminished due to age, infirmity or injury.
Partial retirement, partial early retirement

7. Agreements on reduced working hours 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.

Article 13 Work away from the usual place of work

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.

Article 14 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 is concluded prior to the introduction of on-call work.

Article 15 Days off

1 May
1. 1 May is a full day off.

Constitution Day
2. Constitution Day (5 June) is a full day off with the right to advance pay for public holidays in accordance with Article 62, paragraph 3.
**Floating holidays**

3. Employees are entitled to five floating holidays per calendar year.

4. Floating holidays are paid according to the same rules as apply to the payment of public holidays, see Article 62, and are taken according to the same rules as apply to the taking of remaining holidays.

5. Advances for floating holidays amount to DKK 1,100.00 for adult employees and DKK 650.00 for young employees.

6. If an employee is sick when a floating holiday begins, the employee is not obliged to take the floating holiday, and the floating holiday may be postponed to a later date.

**Article 16  Other arrangement of working hours**

If, in case of special work assignments, unanimity is achieved at the local level with regard to other arrangement of working hours than those described in the present collective agreement, such arrangements may be introduced following approval by the Danish Union of Building, Civil Engineering and Environmental Workers and the Danish Construction Association.
Chapter 5
Overtime work, staggered working hours and shift work

Article 17 Overtime

Performance of overtime work
1. Overtime work may be ordered to be performed to the extent that consideration for the best interests of the job so requires.

2. Enterprises may order overtime work of up to eight hours per week, subject to local agreement.
   In addition, in accordance with paragraph 1 and employment case law, enterprises may use overtime in the normal manner.

Calculation of overtime work
3. Overtime is reckoned 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 work is only one hour.

Night work
4. Night work is reckoned as from the fourth hour after the end of normal working hours until the beginning of normal working hours including 30 minutes' meal break every fourth hour.

Article 18 Systematic overtime

1. If the local parties have tried without success to make an agreement on variable weekly working hours, see Article 8, the enterprise may give notice of systematic overtime. Systematic overtime may not exceed five hours per calendar week and one hour per day and must be placed in connection with the individual employee's normal working hours.
   Systematic overtime must be notified no later than before the end of normal working hours four calendar days before the week, in which the systematic overtime is to be performed.
2. Systematic overtime must – unless otherwise agreed between the management of the enterprise and the 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 non-working day are carried forward.

4. The time for taking time off in lieu is determined by the employer following local negotiations between the parties. However, the employee must be given a notice of minimum 6x24 hours.

5. Time off in lieu stemming from systematic overtime may not be placed during a period of notice of termination, unless the enterprise and the employee are in agreement.

6. The existing possibilities for notifying overtime work according to the other provisions of the collective agreement will not be affected by the possibility of notifying systematic overtime.

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**Article 19  Payment for overtime work and work on Sundays and public holidays**

**Payment for overtime work**

1. Overtime work performed 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 work performed after the first three hours after the end of normal working hours (i.e. night work), until the beginning of normal working hours on the following day, is paid at the hourly rate increased by .................................................................100%
   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; see Article 22.
**Non-working weekdays**

4. In case of work on non-working weekdays, overtime is counted 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.

<table>
<thead>
<tr>
<th>Article 20</th>
<th>Staggered working hours</th>
</tr>
</thead>
</table>

1. Staggered working hours cannot be established in such a way that total staggered working hours fall within the period from 6:00 am to 6:00 pm. Reference is made to the provisions of Article 8 concerning notice of arrangement of normal working hours.

**Notification of staggered working hours**

2. Where staggered working hours are introduced, a 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 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 paragraph 2 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 March 2017:

   From 6:00 pm to 10:00 pm..............................................DKK 24.90
From 10:00 pm to 6:00 am........................................DKK 42.75

For staggered shifts starting at 12 midnight or after, the following hourly allowances are payable for hours worked until 6:00 am DKK 51.90

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

From 6:00 pm to 10:00 pm.......................................................DKK 25.30
From 10:00 pm to 6:00 am.......................................................DKK 43.45

For staggered shifts starting at 12 midnight or after, the following hourly allowances are payable for hours worked until 6:00 am DKK 52.75

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

From 6:00 pm to 10:00 pm.......................................................DKK 25.70
From 10:00 pm to 6:00 am.......................................................DKK 44.15

For staggered shifts starting at 12 midnight or after, the following hourly allowances are payable for hours worked until 6:00 am DKK 53.60

**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.

**Article 21 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 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 paragraph 4, are not entitled to demand 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 demand such notice are paid normal overtime allowances calculated on the basis of the enterprise’s normal daily working hours, instead of 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 time provisions

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 work per week may be carried out on all three shifts.

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 system. 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 with regard to working hours

6. Working hours must be proportionally reduced for public holidays, holidays or other collectively agreed days off.

7. When the work schedule is prepared, employees must be given the weekends off work in the best possible way.
Interruptions and rescheduling of shift work, transfer of employees

8. In case of interruption of shift work, rescheduling of the predetermined rota system or transfer of employees, see paragraph 9, 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 paragraphs 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.

9. 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:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 March 2017</td>
<td>DKK 204.60</td>
</tr>
<tr>
<td>1 March 2018</td>
<td>DKK 207.90</td>
</tr>
<tr>
<td>1 March 2019</td>
<td>DKK 211.20</td>
</tr>
</tbody>
</table>

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

The working day

10. 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

11. 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:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 March 2017</td>
<td>DKK 38.30</td>
</tr>
<tr>
<td>1 March 2018</td>
<td>DKK 38.90</td>
</tr>
<tr>
<td>1 March 2019</td>
<td>DKK 39.55</td>
</tr>
</tbody>
</table>
12. For shift work performed in the period from 2:00 pm on Saturdays to the end of working Sundays 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 March 2017 .................................................................DKK 90.45
1 March 2018 .................................................................DKK 91.90
1 March 2019 .................................................................DKK 93.40

No additional overtime allowances are paid.

It may be agreed at the local level that the time intervals mentioned above start and end up to eight hours earlier than specified. For example, if a working Sunday ends on Sunday evening at 10:00 pm, allowance according to paragraph 11 is paid for work performed from that time on.

**Overtime**

13. For overtime work carried out at the times which entitle to shift work allowance as described in paragraphs 11 and 12, a 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**

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

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

The same allowance 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.

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

1 March 2017 .................................................................DKK 27.10
1 March 2018 .................................................................DKK 27.50
1 March 2019 .................................................................DKK 27.95
A pre-scheduled day off duty may not be staggered for a period in excess of four weeks, unless otherwise agreed at the local level.

16. If an employee’s pre-scheduled day off duty that falls on a weekday is cancelled, the employee is, for work on that day, entitled to a collectively agreed allowance for work on a guaranteed day off on a weekday.

**Local agreements**

17. 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

Article 22  Adult employees

1. The following minimum hourly rates of pay for adult employees are payable from the beginning of the pay period which includes:
   1 March 2017 .................................................................DKK 122.15
   1 March 2018 .................................................................DKK 124.15
   1 March 2019 .................................................................DKK 126.15

Article 23  Newly appointed employees without industry experience

The following minimum hourly pay rates for newly appointed employees without industry experience are payable from the beginning of the pay week which includes:
   1 March 2017 .................................................................DKK 116.65
   1 March 2018 .................................................................DKK 118.65
   1 March 2019 .................................................................DKK 120.65

Note:
This provision does not apply to enterprises previously covered by the Collective Agreement for Civil Engineering Workers between the Federation of Danish Building Industries and the Danish Union of Civil Engineering Workers.

Article 24  General terms

Pay determination
1. The parties agree that derogations from the minimum wage rate provided for in the collective agreement may and will occur, because the wage system has a flexible character and there is a certain wage differentiation in the individual enterprise.
2. Therefore, the level of qualifications, experience and education of the employees, as well as their contribution to the enterprise’s operations, must be taken into account. Furthermore, due regard must be given to the lack of possibility or to minimal possibility to carry out work under the piecework system or to offer other performance-related pay systems. Requirements connected with the nature of the work, including any special inconveniences for the employee, must also be duly considered.

3. The pay for individual employees is agreed in each case between the enterprise and the employee without interference on the part of the organisations. The 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.

**Disproportion as a whole**

6. 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.

7. The parties agree that one of the conditions for the existence of disproportion as a whole is that the wage level of the individual enterprise is considerably lower than the wage level of comparable enterprises in the industry. The parties agree that in itself it is not enough to establish disproportion that there is substantial deviation from the general average pay within the industry. The condition is that such derogation occurs in relation to comparable companies within same line of business and geographical area.

**Settlement of disputes**

8. Disputes as to whether disproportion exists may be settled according to the industrial provisions in Chapter 17 (on ordinary burden of proof principles). Any industrial case may be initiated on the basis of the conditions existing in an ongoing construction site.
9. During the organisation meeting, the parties seek to reach agreement as to whether disproportion exists and the level of any such disproportion. If the parties reach agreement, the case may be closed.

10. If during the industrial consideration of the case, it is not possible to reach agreement about disproportion, the case may be referred to an industrial arbitration tribunal, which will decide whether disproportion exists – and to the extent agreed – the level of any such disproportion.

11. Any disproportion found must if so requested be the subject of local negotiations.

12. If there is found to be disproportion, the parties may by industrial negotiations seek to reach agreement as to how the disproportion can be put to an end. However, any disagreement on the determination of wages cannot be referred to industrial arbitration.

**Article 25  Poor weather conditions**

If the enterprise or its representative acknowledges that work must be discontinued due to poor weather conditions and demonstrably demands the employees to remain at the work site to await the possibility to work, the waiting time is paid at the minimum wage rate; see Article 22.

**Article 26  Day and night duty**

Day and night duty is paid at the minimum wage rate applying from time to time, see Article 22, unless another agreement is concluded locally.

**Article 27  Welfare facilities**

Welfare facilities

1. Welfare facilities must be established according to the executive order in force from time to time, which forms part of the provisions of this collective agreement, presently Executive Order No. 1516 of 16 December 2010 of the Danish Working Environment Authority on Building and

2. If the employees find that the welfare facilities do not comply with current regulations, they may bring up the matter through their organisation.

**Information meeting**

3. An information meeting will then be held in the workplace within five days with the participation of the parties and representatives of the organisations, unless conditions have been rectified before then; but see paragraph 8.

4. At the meeting, it is determined whether the regulations have been complied with or not, and whether any shortcomings may be considered significantly to impair the utility value.

5. Should the parties present at the meeting agree that there are no shortcomings which would significantly impair the utility value, the case is closed.

6. If it is determined that there are shortcomings which significantly impair the utility value, shelter money rate 1 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. Written minutes of the meeting are prepared, including the description of the subject-matter of the dispute.

8. If the shortcomings are of such nature that the holding of 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 demand to be paid shelter money rate 2 from the day the complaint was raised in writing until the day the conditions are rectified.

9. Disputes within the scope of paragraph 8 are resolved in accordance with the Procedure for the settlement of industrial disputes.

10. Any shortcomings as described in paragraphs 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 dispute may be submitted for resolution in accordance with the industrial disputes procedure.
11. If the period of execution of the work does not exceed three working days or six man-days, and the enterprise does not make suitable toilet and eating facilities available, employees may demand shelter money rate 1.

**Shelter money**

12. Shelter money rate 1 per employee per day amounts to DKK 57.50
Shelter money rate 2 per employee per day amounts to DKK 90.00
Chapter 7
Special provisions

The following provisions apply to new members of the Danish Construction Association and enterprises that were previously subject to the Collective Agreement for Civil Engineering Workers between the Danish Union of Civil Engineering Workers and the Federation of Danish Building Industries:

Article 28 Mileage allowance

1. For work performed at a workplace located at a distance from 10 km to and including 35 km from the employee's place of residence, the employee is paid mileage allowance, at present DKK 1.93 per kilometre or part of a kilometre in excess of 10 km for both outward and return travel, for each day the employee reports for 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 are 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 piecework 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.
The following applies to enterprises that were previously subject to the Collective Agreement for Civil Engineering Workers between the Danish Union of Civil Engineering Workers and the Federation of Danish Building Industries:

Article 29  On-call duty

Agreements for on-call duty may be entered 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 March 2017 .......................................................... DKK 25.85
   1 March 2018 .......................................................... DKK 26.25
   1 March 2019 .......................................................... DKK 26.70

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

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

3. When employees are called out to work during an on-call duty, the on-call duty allowance no longer applies and the normal agreed hourly rate 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.

   If the on-call duty comprises several employees, a duty roster is arranged.

   It must be ensured that individual employees are not on continuous call.
The following applies to enterprises that were previously subject to the Collective Agreement for Civil Engineering Workers between Danish Union of Civil Engineering Workers and the Federation of Danish Building Industries:

**Article 30 Hotel accommodation and board**

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 121.75 per day.
Chapter 8
Payment of wages

Article 31  Pay period

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.

Article 32  Payment of wages

Pay day
1. Payment of wages through banks, etc., may be made on Fridays.
2. Payment in cash or by cheque must be made on Thursdays, 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 demanded 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 piecework or by the hour.
Payment of advances
8. Payment of piecework advances falls due on pay days. Requests for such advances must, however, be submitted one week prior to the pay day.

Payment of piecework surplus
9. Payment of piecework 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 piecework 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 piecework surplus
11. Uncollected piecework surplus is sent to the Danish Union of Building, Civil Engineering and Environmental Workers.

Article 33 Payslips
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
   - Piecework/bonus
   - Overtime
   - Sick pay
   - Accrued holiday pay and accrued pay for public holidays
   - Mileage allowance
   - Danish Labour Market Supplementary Pension Scheme
   - Pension
   - Compensation for the first, second and third days of unemployment.
Electronic payslips

2. Enterprises may submit payslips regarding past or present employment by available electronic means of communication, e.g. e-Boks or e-mail, with releasing effect. Should the 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.
Chapter 9
Performance-related pay

Article 34  Piecework lists, guideline time schedules and price schedules

1. Enterprises which prior to 1 March 2004 were subject to the Collective Agreement for Civil Engineering Workers concluded between the Danish Union of Civil Engineering Workers and the Danish Building Contractors' Association are still subject to the piecework lists, guideline time schedules and other price schedules within the scope of the collective agreement.

2. Enterprises which prior to 1 March 2003 were subject to the Collective Agreement for Civil Engineering Workers concluded between the Danish Union of Civil Engineering Workers and the Federation of Danish Building Industries, continue to be covered by the current price schedule between the Danish Union of Civil Engineering Workers and the Federation of Danish Building Industries. 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.

3. 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.

Article 35  Piecework rules

Price lists and price schedules

1. Works which are specified in price schedules, piecework lists and "Guideline Time Schedules" (in the following referred to as price schedules and data sheets) are performed as piecework within the time and
at the rates stipulated in the aforementioned documents unless the piecework 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 22 is guaranteed for work performed under the piecework system.

3. Each of the organisations may at any time demand that the basic time specifications for the provision of piecework as stipulated in the piecework 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 piecework time specifications.

**Ad-hoc work**

4. Members of a piecework 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 piecework at the same workplace, nor may they refuse to carry out simple, minor ad-hoc works in the absence of other employees.

**Unloading materials**

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

**Piecework shortfall**

6. The enterprise is, at its own responsibility, entitled to clear accounts for the piecework 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.

**Article 36  Trainee participation in piecework**

1. Adult employees may not refuse to let trainees participate in piecework.
2. Where trainees participate in the piecework 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 piecework.

**Article 37 Determination of piece rates according to "Guideline Time Schedules"**

"Guideline Time Schedules"

1. The use of data sheets may be demanded for the purpose of negotiating piece rates for work which is covered by "Guideline Time Schedules" issued by the organisations.

2. Similarly, the use of "Guideline Time Schedules" may be demanded in case of work performed at non-permanent workplaces with the help of mechanical equipment and according to methods not provided for in the piecework list, where conducting local time and motion studies would not be suitable or desired by both parties.

**Deviations**

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

4. If no agreement is reached, any of the parties may demand 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 piecework system by means of preparing new data sheets within appropriate scope.
**Article 38  Determination of piece rates on the basis of time and motion studies**

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.

**Article 39  Execution of piecework on other basis**

1. The organisations endeavour to ensure that works which are suitable to be performed under the piecework system, but which lie outside price schedules and data sheets, are performed as piecework.

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 piecework concluded between the enterprise and the employees concerned.

3. When an agreement on piecework 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 piecework system, the work is performed on an hourly basis according to the stipulations on hourly pay.

5. Disputes regarding terms and conditions of piecework 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 piecework system may not be cause for work stoppage.
Article 40  Minute factors

Copenhagen, Frederiksberg, Amager

The rates are as follows (excluding the regular hourly allowance) from the beginning of the pay week which includes:

1 March 2017 ................................................................. 223.80 øre
1 March 2018 ................................................................. 227.80 øre
1 March 2019 ................................................................. 232.80 øre

Regular hourly allowance

Unless otherwise agreed, an addition of DKK 25.50 applies to each piecework hour.

Article 41  Piecework advances

Work under the piecework system

1. For work performed under the piecework system, an amount equivalent to the minimum wage rate, see Article 22, 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 demand final piecework accounts for a part of the piecework agreement while the work is in progress, such final accounts must be scrutinised according to the provisions of Article 43, following which an advance of up to 90% is paid.

Work under the piecework 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 piecework 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%

The following applies to enterprises that were previously subject to the collective agreement between the Danish Union of Civil Engineering Workers and the Federation of Danish Building Industries:

Piecework payment

6. Subject to the amount having been earned, the hourly payment for piecework is as follows from the beginning of the pay week which includes 1 March 2017 .......................................................... DKK 157.65

   Subject to the amount having been earned, the hourly payment for piecework is as follows from the beginning of the pay week which includes 1 March 2018 159.65

   Subject to the amount having been earned, the hourly payment for piecework is as follows from the beginning of the pay week which includes 1 March 2019 .......................................................... DKK 161.65

   The piecework payment consists of the minimum pay rate in force from time to time plus DKK 35.50 per hour.
Article 42  Demand for payment of piecework

1. Any demand for payment for services not covered by piecework 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 demand for payment of piecework to the enterprise or its representative, the enterprise must reply to such demand within six workdays.
3. When the enterprises has made its offer, see paragraph 2, the employees must respond to the offer in writing within six workdays.
4. The day of receipt is not included in the above deadlines.
5. If the deadlines mentioned in paragraphs 2 and 3 are not met, the demand or offer, respectively, is considered as approved.
6. The deadlines are considered as met if the demand 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 demands or offers made may be resolved in accordance with the Procedure for the settlement of industrial disputes.

Article 43  Piecework accounts

Measurement of the works
1. Once the piecework has been completed, the enterprise and the employees together conduct measurement of the works. Both parties may be represented by representatives.

Deadline for the submission of accounts
2. Piecework accounts must be submitted to the enterprise within four weeks after the employees have clearly been informed that the full scope of the relevant piecework was completed.
3. Otherwise, the employees' right to piecework 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 deadlines.

8. Saturdays are not included in a five-day working week.

9. The deadline for raising objections to the accounts is regarded as having been met if the objections were sent by registered mail prior to the expiry of such deadline.

10. If it is indisputable that the accounts were sent by a local measurement company, objections may be submitted to such 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 an employee has announced aggregate (main) holiday, the deadlines will be prolonged for a period corresponding to the time of the holiday.

Dispute resolution

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 piecework tasks, any allowance he/she may have in addition to his/her ordinary hourly rate is not considered as paid hourly wage when piecework accounts are being settled.

17. If the enterprise imposes extra work on the team foreman over and above managing the piecework team and performing the piecework tasks, the enterprise must keep the piecework team indemnified against any financial damage.

**Quantitative discrepancies**

18. If the given piecework is based on piecework 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 piecework 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 interruption**

20. If work is to be interrupted for a period exceeding three weeks, the employees are entitled to have the piecework 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 paid hourly wage when piecework accounts are being settled.
Article 44 The use of time and motion studies and guideline time schedules

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 piecework 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 piecework lists. The texts of these agreements are available upon request to the organisations.
Chapter 10
Pension

Article 45  Pension and health scheme

1. Enterprises pay pension contribution for adult employees who are over 18 years of age and for trainees who are over 20 years of age and who have been employed under a collective agreement between the 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 enterprise pays 8% of the total contribution amount and the employee pays 4%.

3. Employees have the right to increase their contributions.

Payment of pension contribution

4. 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.

5. Issues regarding missing declarations and contribution payments are resolved in accordance with the provisions of the protocol on pension contributions to PensionDanmark of 28 January 2011.

Increased pension contribution during maternity leave

6. An additional pension contribution is paid during the 14-week maternity leave for employees with six months' service at the expected time of childbirth.
   The pension contribution amounts to
   per month .......................................................... DKK 2,040.00
   per hour ............................................................ DKK 12.75

   The enterprise pays two thirds and the employee pays one third.
Health scheme

7. Enterprises which do not already have a health scheme approved by the organisations will establish a healthcare scheme with PensionDanmark.

8. The health insurance contribution is 0.15% of the employee’s holiday qualifying pay plus holiday pay and pay for public holidays. The contribution is payable by the enterprise and transferred together with pension contributions.

9. The health scheme must comprise telephone counselling in case the employee needs emergency psychological aid, addiction counselling or a guide to the health service sector.

10. The scheme must also comprise treatment by physiotherapists, chiropractors or masseurs for work-related problems with joints, muscles and tendons, as well as rapid diagnosis.

11. 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.

Article 46  Sickness and injury

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 entitlement
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) as to the right to receive sickness benefit from the employer.

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 paragraph 3 does not apply to absence due to injury suffered in the enterprise in the course of work.
   It is a condition that the employee is entitled to daily cash benefits according to the provisions of the Danish Sickness Benefit Act.
Length of service during training
6. After having completed their traineeships, trainees who continue employment with the same enterprise are considered to have accrued three months’ service.

Interruption of service
7. An employee’s service in an 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 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 the sickness benefit to which the employee is entitled, supplemented up to full pay, but to no more than the following total amounts per hour from the beginning of the pay week which includes:
   1 March 2017 ..........................................................DKK 143.00
   1 March 2018 ..........................................................DKK 145.00
   1 March 2019 ..........................................................DKK 147.00
   and for no more than 37 hours a week.

Calculation of sick pay
9. Sick pay is calculated as the employee’s expected loss of earnings per working hour 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 bonus but not irregular payments that have no relation to the hours worked 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 143.00/145.00/147.00, respectively.

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

**Agreements pursuant to section 56**
14. If an agreement pursuant to section 56 of the Danish Sickness Benefit Act has been concluded with the employee, the enterprise solely pays sickness benefit to the employee in accordance with the provisions of the Act unless the absence is due to another sickness than the one covered by the agreement.

**Article 47  Child's first sick day**

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 on the child's first whole day of sickness.
3. If the child falls ill during the employee’s working day, and the employee has to leave work for that reason, the employee is entitled to time off for the remaining working hours of the day in question.
4. The employee receives the same pay for the day off as for a day of absence due to the employee's own sickness.
5. The payment is conditional upon the submission of evidence required by the enterprise.
**Article 48 Hospitalised children**

1. Employees and employees undergoing training are allowed time off when it is necessary in connection with hospitalisation, including when the hospitalisation is entirely or partly in the home. The rule applies to children under 14 years of age.

2. The time off is granted only to one of the holders of parental responsibility over the child and only for a total of up to one week per child during a 12-month period.

3. 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.

**Article 49 Childcare days**

1. Employees and employees undergoing training who are entitled to child’s first sick day are entitled to two childcare days per holiday year, irrespective of how many children the employee has. The rule applies only to children under 14 years of age.

2. The days must be taken according to agreement between the enterprise and the employee with due regard to the best interests of the enterprise.

3. The childcare days are without pay, but the employee may – following a request to this effect – be paid an amount from his or her public holiday and floating holiday allowances account.

**Article 50 Childbirth**

**Pregnancy/maternity leave**

1. Employees who at the expected time of childbirth will have had a total of six months’ employment within the last 18 months 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 are paid for a period of up to two weeks.

**Parental leave**

4. 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 will not be due.
   The remaining three weeks of parental leave may be taken either by the mother or by the father of the child.
   The whole 13-weeks' leave must be taken within 52 weeks of the child's birth. Unless otherwise agreed, the parent must inform the enterprise about his/her decision to take parental leave with three weeks' notice.
   The leave of each parent may be split into no more than two parts, unless otherwise agreed.

**Payment during pregnancy, paternity and maternity leave**

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

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

The amounts include the statutory maximum daily benefit rate.
Payment during parental leave until 1 July 2017

6. Payment during parental leave is equivalent to the wages which the employee would otherwise have received during the period, but to no more than the following total amounts per hour from the beginning of the pay week which includes:
   1 March 2017 .......................................................... DKK 141.00

Payment during parental leave after 1 July 2017

7. Payment during parental leave is full pay.

8. Pay during parental leave is calculated as the employee’s expected loss of earnings per working hours, including systematically occurring nuisance bonus during the leave period.

9. If the expected loss of earnings per working hours is not known, 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 bonus but not irregular payments that have no relation to the hours worked 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.

Condition for the payment

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

Article 51   Compassionate care leave

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

### Article 52  Holiday entitlement

1. Each month of employment in a calendar year entitles employees to 2.08 days of holiday.
2. For periods of employment of less than one month, the holiday entitlement is calculated on a pro-rata basis.
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 collectively agreed wages, absence due to childbirth/adoPTION, further training, collectively agreed days off, absence on a child’s first sick day and absence during 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. 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.

### Article 53  Taking of holidays

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

4. Employees must take their main holiday of at least 15 consecutive days during the period 1 May to 30 September (the summer holiday season).

5. If an employee has accrued less than 15 days' holiday, the whole accrued holiday is the main holiday.

6. It may be agreed at the local level that the main holiday is taken outside the summer holiday season, but at least 10 days must be granted as a continuous period.

Residual holiday

7. The remaining days of holiday (residual holiday) may be taken outside the summer holiday season, but at least five days must be taken as a continuous period. If the total number of the remaining days of holiday is less than five, they must all be taken as a continuous period. Where operational considerations in the enterprise make it desirable, the residual holiday may be taken in the form of single days of leave.

Timing of holidays

8. Subject to negotiations with the employees, the enterprise determines when holidays should be taken.

9. The employees’ wishes for the timing of holidays, including wishes for the main holiday to be taken during the summer school holidays of the employees’ children, should be accommodated to the greatest possible extent.

10. The enterprise must inform the employees about when holidays are to be taken as early as possible, giving at least three months' notice of the start of the main holiday and at least one month's notice of the start of residual holidays unless special circumstances render it impossible.

Rescheduling of holidays

11. The enterprise may change the dates of previously scheduled holidays if necessary due to significant, unpredictable operational considerations.

12. Employees must be compensated for any financial losses that such changes may entail.

13. Holidays which have already started cannot be postponed.
**Holiday closure**

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

**Holiday closure between Christmas and New Year**

15. If the enterprise is closed on working days between Christmas and New Year, the enterprise must decide, see the provisions on the timing of holidays, that employees who have accrued more than 15 days of holiday leave take holidays during this period.

16. If the enterprise does not schedule holidays between Christmas and New Year, the enterprise must pay wages to the employees for the days concerned.

17. The wages are calculated based on the employee’s normal wages in the last four weeks before Christmas.

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**Article 54  Sickness during holidays**

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 ordinary manner.

   If an employee falls sick after the beginning of a holiday, the employee is after five days of sickness entitled to compensatory holiday on presentation of medical certificate. 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.

**Sickness during holiday closure**

2. If an employee falls sick after the beginning of a holiday closure, the employee is after five days of sickness entitled to compensatory holiday on presentation of medical certificate. The right to compensatory holiday is subject to the condition that the employee has reported sick to the enterprise.
3. If an employee who had fallen sick prior to the beginning of a holiday closure reports fit for duty during the closure, the employee resumes work and is entitled to have his/her holiday leave postponed 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 which the employee was prevented from taking by his/her sickness is taken immediately after the originally scheduled holiday, unless otherwise agreed.

**Article 55 Transfer of holidays**

1. It may be agreed at the local level that days of holiday leave accrued but not taken in excess of 20 days may be transferred to the subsequent holiday year.

2. A maximum of ten days of holiday leave may be transferred, and all holidays must be taken at the latest during the second holiday year after the transfer of holidays.

3. The agreement must be entered in writing prior to the end of the holiday year concerned and cannot comprise more days than the number to which the employee has become entitled in the enterprise.

4. The organisations jointly draw up a standard form for entering into agreements with regard to the transfer of holidays.

5. If an employee who has transferred his/her holiday resigns before all holidays have been taken, he/she will receive holiday allowance for the days of holiday leave in excess of 25 days in connection with resignation.

6. If, because of sickness, maternity leave, adoption leave or other absence due to leave, an employee is prevented from taking his/her holidays, the employee and the enterprise may agree to transfer the holidays to the following year, irrespective of the number of transferred days of holiday leave. The agreement must be entered into according to the same rules as stated above.
7. The enterprise may not order the employee to take a number of holidays corresponding the number of transferred holidays during the notice period unless, see above, the parties have agreed that holidays are to be taken in the notice period.

Article 56 Holiday allowance

1. Holiday allowance amounts to 12.5% of the total wages in the holiday qualifying year.

2. The enterprise calculates holiday allowance on all taxable wages, salaries and fringe benefits for which no deduction from income is granted, and which constitute pay for work during the employment.

Calculation of holiday allowance for sickness periods

3. The enterprise also pays holiday allowance according to the provisions of section 25 of the Danish 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. Holiday allowance for sickness periods for which the employee did not receive sick pay is a fixed amount per working day; see agreement of 1 December 1972 between the Confederation of Danish Employers and the Danish Confederation of Trade Unions. The amount is subject to adjustment at the beginning of each calendar year.

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

<table>
<thead>
<tr>
<th></th>
<th>Copenhagen</th>
<th>Regional districts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skilled employees</td>
<td>DKK 183.90</td>
<td>DKK 172.05</td>
</tr>
<tr>
<td>Unskilled employees</td>
<td>DKK 166.20</td>
<td>DKK 169.25</td>
</tr>
</tbody>
</table>

The above amounts are per working day and payment is based on a five-day working week.
7. In the case of part-time employees, the fixed amount is calculated as a ratio between the agreed number of weekly working hours and the full number of hours, i.e. 37 hours.

**Article 57  Holiday card scheme**

1. The enterprise issues a holiday card to the employee for the past holiday qualifying year not later than on 15 February.

2. The holiday card must contain details of the employee’s name and address, the wages he/she has received, the associated holiday allowance and the number of days of holiday leave, deduction of tax at source and the amount of holiday allowance per day of holiday leave.

   A standard holiday card approved by the organisations must be used.

3. If the employee has not received other documentation for accrued holiday allowance, the enterprise must on termination of employment issue a certificate with information about the employee’s accrued holiday allowance and the number of accrued days of holiday leave.

4. An employee who has received a provisional certificate for outstanding holiday pay and holiday entitlement is obliged to inform the enterprise of any changes of his/her address.

**Electronic holiday cards**

5. Enterprises may submit holiday cards regarding past or present employment by available electronic means of communication, e.g. e-Boks or e-mail, with releasing effect.

6. Should 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 the relevant documents on application to the enterprise.

**Payslip as holiday card**

7. In enterprises where holiday cards are not used, the employees receive a holiday allowance specification with information about the amount and the number of days of holiday leave, at the end of the year or on termination of employment.
8. Such specifications must be detailed and contain at least the following data:
   - Holiday qualifying pay
   - PensionDanmark
   - Labour market contribution
   - Tax deducted at source
   - Danish Labour Market Supplementary Pension Scheme and other available pay processing information.

9. Furthermore, the pay specification must contain relevant details about holiday allowance, allowance for public holidays, floating holiday allowance and the number of accrued and taken days of holiday leave.

**Attestation of holiday cards**

10. Employees who are in employment or are serving military service endorse their holiday cards with the holiday period, the date the holiday begins, the number of holidays to be taken and the amount of the corresponding holiday allowance.

11. If an employee has no job at the time the holiday is to be taken, the holiday card must be attested by the unemployment insurance fund (if he/she is receiving benefits from the fund) or by the social services department of the relevant local authority.

12. If an employee is doing his military service when the holiday is to be taken, the holiday card must be attested by the military department or the relevant department of the civil defence forces and in case of civil national service by the commanding officer.

**Issue of residual holiday card**

13. If an employee does not take the whole of the accumulated holiday as a continuous period, the enterprise which issued the holiday card pays the amount corresponding to the holiday. A new holiday card is issued for the residual amount.
Article 58  Payment of holiday allowance

1. Employees are entitled to holiday allowance from the enterprises in which they were previously employed, provided that they return the holiday card issued by the enterprise.

2. Holiday allowance is paid no later than one month prior to the beginning of the holiday, provided that the employee has submitted a duly completed and attested holiday card in time.

Payment of holiday allowance without holidays being taken

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

The employee retires from the labour market

4. 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.

Holiday allowance of DKK 750.00 or less upon termination of employment

5. Holiday allowance may be paid out to the employee upon termination of employment if the amount is DKK 750.00 or less after the deduction of income tax and labour market contribution. The enterprise may not pay out holiday allowance based on the present paragraph to the same employee more than twice in any one holiday qualifying year.

Holiday allowance of DKK 1,500.00 in total

6. Holiday allowance for the holiday qualifying year is paid to the employee at the beginning of the holiday year irrespective of whether the holiday is taken if the amount is DKK 1,500.00 or less after the deduction of income tax and labour market contribution. If an employee wishes to receive holiday allowance without taking the holiday, see above, he/she must sign the holiday card and submit it to the enterprise together with documentation proving that the conditions for the payment of holiday allowance have been met.
The employee is unable to take holiday

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

Death

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

Article 59 Payment of holiday allowance at the end of the holiday year

Holiday allowance which has not been collected by the employee before the end of the holiday year (30 April) must be paid to the employee in the circumstances listed below:

Holiday allowance under DKK 2,250.00

1. If the total amount of uncollected holiday allowance, paid holidays and any holiday benefit is less than DKK 2,250.00 after the deduction of income tax and labour market contribution, the enterprise pays the holiday allowance to the employee at the end of the holiday year (30 April). The employee receives the above amount no later than 15 June.

Holiday allowance under DKK 3,000.00 for holidays taken

2. If the holiday allowance is DKK 3,000.00 or less after the deduction of income tax and labour market contribution for holidays which have been taken, but where the amount has not been collected by the employee by the end of the holiday year (30 April), the enterprise pays the holiday allowance at the employee’s written request submitted on a form approved by the Agency for Labour Market and Recruitment.
Uncollected holiday allowance for employees who have resigned

3. Holiday allowance which has not been collected by the employee before the end of the holiday year and which accrued during a period of employment that was terminated at the end of the holiday year (30 April) at the latest is, irrespective of the amount, paid to the employee by the enterprise at the employee's written request submitted on a form approved by the Agency for Labour Market and Recruitment.

Holiday allowance for the fifth holiday week

4. Holiday allowance which has not been collected by the employee before the end of the holiday year (30 April) or paid holidays and holiday benefit not collected by the employee before the end of the holiday year, and which relate to accrued holiday entitlement for employment exceeding 9.5 months' duration in total in a single holiday qualifying year (fifth holiday week), and for which no agreement on transfer to the following year has been made in accordance with the provisions of Article 55 of the collective agreement, is paid to the employee by the enterprise at the employee's written request submitted on a form approved by the Agency for Labour Market and Recruitment.

Loss of right to payment

5. The right to payment of uncollected holiday allowance, see paragraphs 2, 3 and 4, expires if the employee fails by 30 September after the end of the holiday year to submit a written request to the enterprise to pay the amount, such request to be submitted on a form approved by the Agency for Labour Market and Recruitment, and the amount will be paid to the holiday fund; see Article 61.

Article 60 Special provisions

Trading in holiday cards and debt recovery proceedings

1. Any agreement on the assignment of holiday cards or rights to holiday allowances are null and void, and such holiday cards may not be made the object of legal proceedings.

Expiry of the right to holiday allowance

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

Renouncement of holiday rights

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

Set-off and withholding

4. The enterprise may offset relevant amounts against an employee’s holiday allowance if the employee has infringed the law during his/her employment with the enterprise, provided that the employee has admitted to committing the unlawful act or it has been proven in a court of law, and the enterprise’s claim is due and duly documented.

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

Work during holiday

5. If an employee takes on paid work during his/her holiday, the management of the Agency for Labour Market and Recruitment may demand 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.

Dispute resolution

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

Guarantee for the payment of holiday pay

7. The organisations agree that holiday pay is a part of each employee’s wages and, should the employee not receive holiday pay or allowance on his/her demand, the Danish Construction Association guarantees that the amount will be paid.
However, this only applies to amounts accrued up to 14 days after the date on which the Danish Construction Association by registered letter informed the union that membership has ceased or bankruptcy has been declared.

The payment is made to the United Federation of Danish Workers once the Danish Construction Association has received a due claim from the United Federation of Danish Workers, i.e. the relevant holiday card or other documentation for entitlement to holiday pay. Subsequently, the United Federation of Danish Workers settles the accounts with the member(s) concerned.

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.

**Article 61  Industrial Holiday Fund**

1. For the purpose of providing members of the United Federation of Danish Workers with better possibilities for holiday stays, the organisations have established the Building Group's 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 demand that payments are checked by random sampling by a state-authorised public accountant. If the auditor finds that an enterprise has failed to settle uncollected holiday allowances, the enterprise must, however, pay the expenses for the audit. The Danish Construction Association must transfer the amount received to the Building Group’s Holiday Fund by 15 November.
Article 62  Payment for public holidays, floating holidays, additional holidays for senior employees and childcare days

Accrual
1. The public holiday payment to pay for public holidays, floating holidays, additional holidays for senior employees and childcare days amounts to 8.60% of the employee’s holiday qualifying pay, including collectively agreed sick pay.

   From the beginning of the pay week which includes 1 March 2018, the payment for public holidays will be changed to ..........9.30%.
   From the beginning of the pay week which includes 1 March 2019, the payment for public holidays will be changed to ..........9.90%.
   The amounts include holiday allowance of the payment for public holidays and for floating holidays.

Payment
2. The accrued amounts are paid out partly as an advance for the particular public holiday, floating holiday, additional holiday for senior employees or childcare day, partly as a residual payment.

Advance payments
3. The amounts of advance payments per day are:
   DKK 1,100.00 for adult employees,
   DKK 650.00 for young employees (up to a maximum of the employee’s 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. The advance payments are due for public holidays which fall on work-free Saturdays and weekdays, but not on Sundays, floating holidays, additional holidays for senior employees and childcare days.

The enterprise and the employee may agree on amounts of advance payments other than those mentioned above.
Payment of advances
4. Advances are paid together with wages for the pay period in which the public holiday(s) or floating holiday(s) fall.
   If payment cannot be made due to holiday leave or closure, advances are paid on the first following pay day.

Right to advance payment
5. Employees become entitled to the accrual of payment as stipulated in paragraph 1 and to advances specified in paragraph 3 immediately upon employment.
   As regards floating holidays, additional holidays for senior employees and childcare days, advance payments can never exceed the amount deposited at any time in the holiday account for public holidays/floating holidays.
   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 paragraph 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 set off of the paid out advances in the event of the employee's resignation.

Residual payment
6. Each employee’s holiday account for public holidays and floating holidays is balanced off once a year in connection with the closing of payroll accounts for pay week 52 and the calculation of income tax.
   Any surplus on the account is payable not later than on the first pay day in January, unless the employee made a request before 30 November for the transfer of the residual amount, or a part thereof, to his/her pension fund as an extraordinary pension contribution.
   Advance payment for 1 January is allocated to the holiday account for public holidays and floating holidays for the previous calendar year.
   Any deficit on the account constitutes debt to the enterprise which may be set off against outstanding wages.

Resignation
7. Any surplus or deficit on the employee’s individual holiday account for public holidays and floating holidays is settled when the employee resigns from the enterprise.
Work on public holidays
8. Employees required to work on a public holiday are entitled to the above advance payments and to the collectively agreed wages.

Special provisions regarding public holidays and floating holidays for posted employees
9. If the public holiday and floating holiday contribution is specified in the employee’s payslips, 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.

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

Guarantee
11. 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.

Article 63 Senior agreements

Accrual
1. Up to five years before the calendar year in which the employee qualifies for state pension, the enterprise and the employee may agree in writing that of the pension contribution of 12%, see Article 45, up to 10% may be deposited in the employee’s public holiday account.

Taking of holidays
2. In the calendar years in which the public holiday allowance is accrued, it may also be agreed that the employee works reduced hours or takes additional holidays for senior employees. However, the number of additional holidays for senior employees must not cause the public holiday account to go into deficit.
3. Unless otherwise agreed, the employee must notify the enterprise in writing by 31 December whether the employee wishes to enter into a senior agreement with additional holidays for senior employees in the coming calendar year and, if so, the part of the pension contribution the employee wishes to deposit in the public holiday account.

4. Moreover, the employee must inform the enterprise of the number of additional holidays for senior employees that the employee wishes to take in the coming calendar year. This choice is binding on the employee and will continue in the following calendar years. However, the employee may inform the enterprise before 31 December each year whether the employee wishes to make any changes for the coming calendar year.

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

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

Advance payments
7. Senior advance payments are paid according to the provisions of Article 62, paragraphs 2-6. However, additional holidays for senior employees may be taken without advance payment.

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

Note
9. This scheme will be included in the collective agreement, provided that the funds accrued can be guaranteed in the event of bankruptcy. If there is certainty that the accumulated funds will be covered by the Employees' Guarantee Fund (Lønmodtagernes Garantifond – LG), the Danish Construction Association will be able to pay the outstanding amounts via the holiday guarantee scheme.

10. The provision will enter into force on 1 March 2017, always provided that employees may not take additional holidays for senior employees until
the 2018 calendar year at the earliest. Senior agreements already concluded will remain unchanged, unless otherwise agreed between the enterprise and the employee.

**Article 64  Holiday and public holiday provisions for employees posted in Denmark**

1. The provisions of Articles 52-61 do not apply to posted employees, i.e. employees who normally perform their jobs outside Denmark and who are temporarily working in Denmark; see Danish Act No. 849 of 21 July 2006 on the Posting of Employees (*Udstationeringsloven*).

**Taking of holidays**

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

**Payment of holidays**

3. If, pursuant to the holiday rules in their home country, posted employees are entitled to fewer days of paid holidays per holiday year than provided for by the Danish Holiday Act, the enterprise must give additional holidays pro rata to the period in which the employee performs work in Denmark, up to the number of days fixed in the Danish Holiday Act. Alternatively, it may be agreed between the enterprise and the employees that insofar as permitted by the legislation in force from time to time, the enterprise pays compensation to the employees for the missing holidays, together with their pay. Settlement of the remaining contribution/pay supplement must, see the provisions of the collective agreement to this effect, appear from the payslip and be paid out/in for each pay period.

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

**German enterprises**

4. As regards German enterprises affiliated to ULAK, the German con-
struction sector's holiday fund under the social fund for the construction
sector SOKA-Bau, the parties agree that no examination should be
made as to whether holiday allowance and payment for weekday holi-
days paid in Germany correspond exactly to the Danish rates. The
agreement between the Federal Ministry of Work and Social Affairs in
the German Federal Republic and the Ministry of Employment in Den-
mark ensures mutual recognition of the Danish and German holiday
rules. According to the Danish-German holiday agreement, the above
presupposes that a statement from ZVK-Bau has been submitted to the
Danish union, containing the required gross list of employees.
Chapter 13
Cooperation

Article 65  Shop steward rules

Where are shop stewards elected
1. At every workplace or enterprise with at least five employees, the employees select from among themselves a shop steward to be their representative towards the enterprise or its representative. If the number of employees goes down to four or less after a shop steward has been elected, the shop steward function expires unless both parties wish it 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 workplace or enterprise and may not be included into the eligible number of voters for more than one shop steward. Shop stewards are elected for a maximum term of two years. Re-election is permitted. Machinery operators, including drivers, who are employed at various workplaces, may elect their own shop steward according to the above rules.

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

Shop steward election
3. The shop steward election must be conducted in such a way so as to ensure that at the time of the election, all employees at the workplace or enterprise have a chance to participate in the election.
4. The election is not valid until the enterprise – which is entitled to raise an objection against it – has been informed thereof in writing, and the election has been approved by the Danish Union of Building, Civil Engineering and Environmental Workers.
5. Only employees who are members of the United Federation of Danish Workers are entitled 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.

**Further training of shop stewards**

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

   The enterprise compensates shop stewards for the loss of earnings sustained due to participation in the training.

**Professional updating of former shop stewards**

8. An employee who ceases to be a shop steward after having functioned as such for a consecutive period of minimum three years, and who continues to be employed with the enterprise, is entitled to negotiations with the enterprise about the employee's need for professional updating. The negotiations must be held within one month of the employee ceasing to be a shop steward and at his/her request. As part of the negotiations, it should be clarified whether a need for professional updating exists, and how such updating is to take place.

9. If no agreement can be reached, the employee is entitled to three weeks’ professional updating. After having functioned as a shop steward for six consecutive years, the employee is entitled to six weeks’ professional updating.

10. The employee receives pay pursuant to Article 46 during the professional updating.

   It is a condition that the professional updating is eligible for statutory compensation for loss of wages. The compensation for loss of wages accrues to the enterprise.

11. Support to the professional updating may be granted from the Building and Construction Industry's Development Fund (Bygge- og Anlægsbranchens Udviklingsfond).

**Spokesperson**

12. Where a shop steward is absent due to sickness, holidays, course participation or similar, a substitute shop steward may be appointed according to agreement with the enterprise. The appointment is not valid until the enterprise has been informed about the appointment in writing.
As long as he/she services as a shop steward, such appointed substitute enjoys the same protection as the elected shop steward, provided that he/she fulfils the conditions for being elected as shop steward.

**Shop steward's duties**

13. 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 inflict expenses on the enterprise unless such expenses are an immediate consequence of instructions given by the enterprise.

**Shop steward's tasks**

14. At the request of one or more his/her colleagues, the shop steward is obliged to submit their complaints and proposals to the enterprise, but only if the particular issue has not been satisfactorily resolved by the enterprise’s representative 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 further 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.

**Termination of a shop steward's employment**

15. An enterprise has the right to terminate the employment of a shop steward just as that 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 impairing the employee’s position at the workplace. Reference is also made to section 8 of the General Agreement (Annex 1).
Article 66  Health and safety representatives

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

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

3. Employees who during their training period received certificates of completion of health and safety training are entitled to two days’ supplementary health and safety training within five years of having become fully qualified.

4. If an employee who during his/her traineeship received a certificate of completion of health and safety training is elected as health and safety representative, the employee must be enrolled for the two days’ supplementary health and safety training.

5. Employees who have been enrolled for the two days’ supplementary health and safety training must begin the training within one month of the date of enrolment.

6. The enterprise must pay full wages to the employee for the participation in the two days’ supplementary health and safety training.

Article 67  Joint consultative committees and cooperation council

Joint consultative committees

1. Enterprises with an average workforce of 35 employees over the past year may set up a joint consultative committee if proposed by either the management or a majority of the employees.

2. If the number of employees fall below 35, the management or a majority of employees may request that the joint consultative committee be dissolved subject to one year’s prior notice.

3. Although the Cooperation Agreement between the Confederation of Danish Employers and the Danish Confederation of Trade Unions allows for the establishment of more than one joint consultative committee in a group of undertakings, the parties agree that, provided that the
management and the employee representatives agree, a group joint consultative committee may be established as the only joint consultative committee for all the enterprises within the group.

4. If a senior shop steward has been elected in the group, he/she is ex officio deputy chairperson of the group joint consultative committee. 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.

**Cooperation council**

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 cooperation council are to prepare and provide information and guidelines aiming at the promotion of cooperation to enterprise managements, employees and members of joint consultative committees.

7. The cooperation council deals with cases involving breach of the cooperation agreement and seeks resolution of matters in dispute before resorting to the Board of Cooperation between the Confederation of Danish Employers and the Danish Confederation of Trade Unions.

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**Article 68  Cooperation and occupational health and safety**

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. A contribution per work hour is paid for all employees who are subject to the collective agreement.

   From the beginning of the pay week which includes 1 March 2017, the contribution amounts to: ..............................................DKK 0.45

   From the beginning of the pay week which includes 1 March 2018, the contribution amounts to: ..............................................DKK 0.50
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
Training and education

Article 69  Time off for training and education

1. The Danish Construction Association and the Danish Union of Building, Civil Engineering and Environmental Workers recommend that individual enterprises plan training and education programmes tailored to the needs of the enterprise and the employees, and undertake to participate in the planning of such programmes if the parties agree to request the assistance of the organisations.

2. Employee participation in various forms of continuing education and training is scheduled with due regard to the enterprise’s operations.

3. If the local parties agree that it would be expedient and relevant for an employee to participate in a continuing education and training course, the enterprise pays full wages to the employee for up to two weeks.

Article 70  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.

Article 71  DA/LO Development Fund

Enterprises pay contribution to the DA/LO Development Fund (an information and training fund established by the central organisations), at present DKK 0.42 per hour actually worked. The contribution is collected as determined by the central organisations. With effect from the first pay period
after 1 January 2018, the amount will be increased to DKK 0.45 per working hour.

### Article 72  Construction and Civil Engineering Sectors’ Development Fund

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

2. Contributions to the Construction and Civil Engineering Sectors' Training Fund, see Article 70, are passed to the Construction and Civil Engineering Sectors' Development Fund.

### Time off for training and education

3. After three month’s employment and according to agreement with the enterprise, employees are entitled to participate in a training course of their own choice of up to two weeks (ten working days). The training must be relevant to a job within the scope of application of the collective agreement.

4. The training may include participation in an individual skills assessment in relation to relevant occupational and labour market training within the scope of application of the collective agreement. Based on the skills assessment, a personal training plan is drawn up and, following agreement with the enterprise, the employee is entitled to participate in training according to the training plan.

5. When an employee changes jobs to another enterprise within the scope of application of the collective agreement, training arranged as part of the employee’s personal training plan may be continued in the new enterprise, due consideration being paid to the operations of the enterprise.

### Possible use of the Fund's means

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

Contributions
7. Enterprises pay contributions of 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 company to manage the contributions paid. Detailed guidelines are laid down in regulations drawn up by the parties.

Applications
9. Enterprises may apply for financial means from the Fund.
10. Within its financial possibilities, the Fund may grant subsidies to cover, in whole or in part, employees’ loss of earnings during training (according to the same guidelines as those currently applying to the Construction and Civil Engineering Sectors’ 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.

Dispute resolution
12. If the Danish Union of Building, Civil Engineering and Environmental Workers or the Danish Construction Association ascertains that the provisions on the Construction and Civil Engineering Sectors’ Development Fund do not serve their purpose, the issue may become the subject of debate of the executive committees.
13. Specific disputes may be resolved by way of the industrial disputes procedure, see Article 80, but not by way of industrial arbitration.
Chapter 15
Employment and termination of employment

Article 73  Employment

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.

Article 74  Termination of employment

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:

<table>
<thead>
<tr>
<th>Employment Period</th>
<th>Employer</th>
<th>Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 0 to 1 year's employment</td>
<td>0 weeks</td>
<td>0 weeks</td>
</tr>
<tr>
<td>After 1 year's employment</td>
<td>3 weeks</td>
<td>1 week</td>
</tr>
<tr>
<td>After 3 years' employment</td>
<td>5 weeks</td>
<td>2 weeks</td>
</tr>
<tr>
<td>After 5 years' employment</td>
<td>7 weeks</td>
<td>2 weeks</td>
</tr>
</tbody>
</table>

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 piecework system, see section 4(2) of the General Agreement, may not leave the enterprise before the completion of the individual piecework agreement.

6. Disputes with regard to length of service for the purpose of calculating notice period are resolved on the basis of ATP 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 paid time off of up to two hours in order to seek advice from their unemployment insurance fund or trade union. Such time off is granted at the earliest possible opportunity after 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.

**Injury**

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

**No notice period applicable**

11. 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**

12. 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.

13. 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**

14. 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 is he/she is obliged to give the enterprise, the enterprise should accept it.

### Article 75  Temporary layoff

The parties have agreed the following guidelines on temporary layoff; see Article 74, paragraph 11:

**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.

Wages

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

Article 76  General provisions

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 Danish Union of Building, Civil Engineering and Environmental Workers applies to them to the full extent.

Article 77  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:

<table>
<thead>
<tr>
<th>Number of adult employees</th>
<th>Number of young employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 - 5</td>
<td>1</td>
</tr>
<tr>
<td>6 - 10</td>
<td>2</td>
</tr>
<tr>
<td>11 - 15</td>
<td>3</td>
</tr>
<tr>
<td>etc.</td>
<td>etc.</td>
</tr>
</tbody>
</table>

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 and the Danish Union of Building, Civil Engineering and Environmental Workers are fully applicable to young employees in excess of the specified limits.
Article 78  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 22. The
   amount of wages for young employees is agreed according to the same
   rules as those applying to adult employees; see Article 24.

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

Piecework advances
3. Advance payments are made for the young employee’s share in the to-
   tal amount of pay for piecework, see below, in the amounts calculated
   on the basis of the percentages of the minimum wage rate stipulated in
   paragraph 1; see Article 22. Furthermore, allowances are payable for
   work on public holidays such as in case of hourly paid work.

   4. If piece rates include fixed allowances or if fixed allowances are set as
   percentage allowances, the fixed allowances are counted as paid ad-
   vances.

Settlement of piecework accounts and piecework 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 settle-
   ment of piecework 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 piecework accounts. For
   such hours, the young employee receives the same earnings as the
   adult employees, as his/her share of the total pay for piecework done by
   the piecework team. In the calculation of piecework surplus for the
young employee, paid-out advances are set off against the pay for each working hour.

6. Any piecework 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.

**Article 79 Safety and training**

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

Article 80   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 disputes in accordance with the below provisions.

2. If an industrial dispute occurs in an enterprise within the scope of application of the present collective agreement, the parties in the enterprise or in the workplace must make an attempt to settle the dispute at the local level. Local negotiations must be conducted as soon as possible after a request to this effect has been made.

3. If the employees or the enterprise so requests, an organisation representative may assist in the negotiations.

Mediation

4. If the dispute cannot be resolved at the local level, the parties may, via their respective organisations, request that it be submitted for mediation.

5. A mediation meeting must be held in any case if one of the parties so requests.

6. The organisation which on behalf of its 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. 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.

**Meeting of the organisations**

9. 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.

10. 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.

11. 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.

12. 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.

13. Subsequently, the leaders of the negotiations make an attempt to resolve the dispute by way of direct dialogue.

14. Minutes of the negotiations are taken, including a list of the issues which have been resolved as well as the matters on which agreement has not been reached. The minutes of negotiations are signed by the chief negotiators of the organisations. The outcome of the organisation meeting is binding on the parties.

15. If the Danish Union of Building, Civil Engineering and Environmental Workers proves circumstances which give reason for presuming that the provisions of the collective agreement have been violated, e.g. if the Danish Union of Building, Civil Engineering and Environmental Workers has tried to contact the enterprise without success, the enterprise is obliged to demonstrate to the Danish Construction Association that the provisions of the collective agreement have been observed. If requested, the Danish Construction Association submits evidence to the Danish Union of Building, Civil Engineering and Environmental Workers. 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 Danish Union of Building, Civil Engineering and Environmental Workers, and if matters are not rectified without delay, the union may bring the case before the Labour Court.

**Industrial arbitration**

16. If the above described procedure for the settlement of industrial disputes does not bring a resolution, the dispute may – if it concerns the interpretation of an existing standard wage agreement or a valid collective agreement between the organisations – be referred to arbitration at the request of one of the organisations.

17. The organisation desiring a dispute to be resolved by way of arbitration must submit a request to this effect to the opposing organisation within four weeks of the date of the mediation meeting or the meeting of the organisations.

18. 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.

19. The date of a hearing before the arbitration tribunal is agreed between the organisations.

20. 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.

21. 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.

22. 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.

23. 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.
24. 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. Umpires are eligible for re-election.

25. In cases relating to professional disputes, see paragraph 22, the complainant organisation must within ten working days before the arbitration proceedings submit written points of claim, including the case documents it wishes to produce at the proceedings, to the opposing party and the umpire. Similarly, the respondent organisation must submit its points of defence and any exhibits not later than five working days before the arbitration proceedings, to the opposing party and the umpire.

26. In other cases, the claimant organisation must within 20 working days before the arbitration proceedings submit written points of claim, including the case documents it wishes to produce at the proceedings, to the opposing party and the umpire. Similarly, the respondent organisation must submit its points of defence and any exhibits not later than ten working days before the arbitration proceedings, to the opposing party and the umpire. Any exchange of reply and rejoinder must be made not later than six working days before the arbitration proceedings by the claimant and not later than two working days before the arbitration proceedings by the respondent, respectively.

27. During the hearing, the matter in dispute is presented orally by a representative of the organisations, who may not at the same time be a member of the arbitration tribunal.

28. 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.

29. If no majority is reached for a decision in the matter, the umpire alone must make a reasoned decision in the dispute.

30. 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.

Conflict

31. 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.

**Deadlines**

32. If the complainant organisation fails to observe the above specified deadlines, the case is lost for the complainant and the organisation has lost its right to refer the dispute to further proceeding.

33. The above provision may only be dispensed with if a prior written agreement to this effect has been concluded between the organisations.

**Payments based on mediation and arbitration proceedings**

34. 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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**Article 81 Industrial disputes procedure in cases of summary dismissal**

1. In cases involving summary dismissal of an employee, a mediation meeting must be held within five working days after the opposing organisation has received the request for mediation, unless otherwise agreed.

2. If the parties cannot reach agreement in a case involving summary dismissal at the mediation meeting, the parties may request that the dispute be settled by way of arbitration.

3. If such request for arbitration has been made, the parties may additionally request a meeting of the organisations and/or a negotiation meeting, provided that such meeting may be held without changing the date of the hearing by the arbitration tribunal.

4. The organisation desiring the case to be referred to further proceedings must no later than ten working days of the date of the mediation meeting/meeting of the organisations file a written request for arbitration. This deadline may be derogated from by agreement.
Article 82  Foreign employees’ pay and working conditions

Introductory provisions

1. The aim of these provisions is to ensure pay and work conditions in accordance with the collective agreement for all employees. The provisions may not be invoked to demand disclosure of information on pay in order to gain general knowledge of pay levels and terms 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 work conditions.

3. Therefore, the parties agree 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 all enterprises, in the contracts for the provision of construction and civil engineering works which they conclude with their subcontractors, include clauses stating that such subcontractor is obliged to observe the provisions of collective agreements applicable at the given time to the particular type of works and entered into by and between the relevant union within the Danish Confederation of Trade Unions, in relation to the employees who carry out the particular works, and that non-compliance with their provisions will be considered a material breach of the contract for the execution of construction and civil engineering works.

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.

Meeting of the organisations

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
must immediately communicate with the Danish Construction Association. Similarly, the Danish Construction Association must immediately communicate with the union.

7. As a result, a meeting of the organisations is immediately convened between the parties to the collective agreement. In addition to the parties to the collective agreement, such meeting is attended by the client and the subcontractor. The meeting is held at the construction site within 48 hours, unless otherwise agreed.

8. All relevant background information must be presented at the meeting of the organisations. It rests with the subcontractor to prove at the meeting that the provisions of the collective agreement have been observed.

9. Furthermore, at the meeting of the organisations the parties may discuss the fact that the subcontractor is not covered by a collective agreement.

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

10. If the case concerns a single employee, the disclosure of background information relating to such employee requires his/her consent.

11. If the requirement to disclose background information concerns a group of employees, 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 the meeting of the organisations, a permanent umpire appointed by the Labour Court may join the arbitration tribunal in order to deliver an award in the shortest possible time.

14. In cases involving enterprises which are not members of the Danish Construction Association, the tribunal consists of representatives of the enterprise and the union.
15. Based on the information submitted, the arbitration tribunal decides in its award whether the provisions of the collective agreement have been observed and – to the extent possible – determines any additional amount due to be paid.

16. If, at the meeting of the organisations or as a result of the arbitration proceedings, it is ascertained that the provisions of the collective agreement have not been observed, the Danish Construction Association is obliged to communicate with the original client and urge the client to contribute to the resolution of the dispute. The Danish Construction Association informs the union of such communication.

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

Applicable in the period 2017 – 2020

Scope

17. The collective agreement provisions on circumvention apply to construction contracts under which the duration of the job for the individual subcontractor is more than 30 days.

18. Subcontracts are common practice in the construction industry and ensure flexibility, specialisation and sound competition, but subcontracts must not be used to circumvent collective agreement provisions.

Circumvention

19. The parties agree to counteract circumvention of the provisions of collective agreements.

20. The determination of whether the provisions of a collective agreement have been circumvented is based on an assessment of the following parameters, where the collective agreement provisions may have been circumvented if

- the client knew or ought to have known that its subcontractor was deemed guilty of having grossly neglected its obligations under the collective agreement (e.g. through the usage of false payslips or cheating in connection with the registration of working hours) and in spite thereof, entered into a contract with the same subcontractor; and

- it was sufficiently clear to the client at the time of entering into the contract that – although being obliged thereto under the provisions of the collective agreement – the subcontractor did not intend to perform the
contract on the terms of the collective agreement and the subcontractor does in fact not perform the contract on the terms of the collective agreement.

21. In such cases, the following matters are taken into account in the determination:

- whether, if it becomes aware that an industrial case will be raised, the client withholds payments; or
- the client helps to satisfy the outstanding payment from the subcontractor; or
- whether the client has planned and implemented regular and adequate control of whether the subcontractor meets the requirements of the collective agreement.

**Industrial procedure**

22. If a subcontractor has been judged to have grossly violated the collective agreement in connection with the performance of a job, and the union has unsuccessfully used all legal efforts to collect the claim for additional payment from the subcontractor, a case may be raised pursuant to the industrial disputes procedure on ordinary burden of proof principles against the client for circumvention of the collective agreement; see the above provisions.

23. The parties agree that the arbitration tribunal must decide whether the provisions of the collective agreement have been circumvented. If the tribunal establishes that the collective agreement has been circumvented, the arbitration tribunal may also decide about any financial liability and set the amount of the penalty to be imposed.

24. Where the arbitration tribunal fixes a penalty, such penalty must be proportional to the nature of the offence, and it must be taken into account as general guidelines whether

- the client has previously been convicted of violations
- the client – during the performance of the work – contributed to ensuring that the collective agreement provisions were observed
- it is a case of a repeated offence
- the client has carried out reasonable checks of the subcontractor as to whether pay and working conditions met the requirements of the collective agreement
or if, overall, there are other mitigating circumstances.

25. The parties jointly prepare a form, which the client may use to check the subcontractor’s pay and working conditions.

26. If more than three years have passed since an enterprise was deemed guilty pursuant to the provisions of this present article, its acts will not be regarded as any subsequent offence with relevant consequences.

Information of the unions

27. The enterprise is obliged to send to the union any relevant documents which confirm that the enterprise has fulfilled its obligation to pay any additional amount based on the decision made during a meeting of the organisations or pursuant to an arbitration award.

Confidentiality

28. The parties agree that any and all disclosed information on wages must be treated as confidential and may only be used in a dispute settlement procedure 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 by way of a Labour Court ruling.

| Article 83  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 must be held before the case is brought before the Labour Court.

| Article 84  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”.
Article 85  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".

Article 86  Conflicts in disagreement with the provisions of the collective agreement

1. If an enterprise or its employees judge that there is a risk of conflicts 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 Danish Union of Building, Civil Engineering and Environmental Workers 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 conflicts in disagreement with the collective agreement; see the relevant provisions of the General Agreement.
The parties to the collective agreement have established an Equal Remuneration Board based on the principles specified below:

**Overall framework**

1. The Equal Remuneration Board is established on the basis of the model used for the Dismissal Board.
2. The Board 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 must be submitted to the Board unless they are comprised by the provisions of section 11(2) and section 22(1) of the Danish Labour Court and Industrial Arbitration Act (*Arbejdsretsloven*).
3. The Board must firstly be able to resolve disputes relating to the key provisions of the Act, i.e. section 1(1)-(3) and section 3.
4. Issues relating to section 5a(4) of the Act and the relevant provisions of agreements must primarily be resolved pursuant to the stipulations of the Cooperation Agreement. Only legal disputes 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 violation 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. A case may not be referred to the Board until all the ordinary means for dispute resolution in accordance with the procedure for the settlement of industrial disputes, i.e. local negotiations, mediation meeting and the
meeting of the organisations, have been exhausted. Furthermore, the Board must hold a preparatory meeting similar to the meeting held by the Dismissal Board.

8. The parties to the collective agreement agree that the deadlines which apply to the dispute resolution procedure of the Dismissal Board are not suitable for the equal remuneration cases which usually involve many aspects to be examined. Therefore, the parties have agreed to set other deadlines which will better balance the need for fast resolution and due elucidation of the circumstances of the cases.

9. Such board will, if relevant, be established in accordance with the above guidelines, with the necessary adaptations.
Article 88  Workwear

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.

Article 89  Tools and equipment

1. All tools and equipment provided by the enterprise must be in good and usable condition and must be treated by the employees with due care. When acknowledged to be necessary, the enterprise provides the employees with wooden-soled or rubber boots, working gloves and – in case of carrying out work in excavations with moist soil and water – coveralls. All the items must be in good and usable condition.

2. The employee may be held liable for indisputably negligent handling of items provided to him/her by the enterprise.

3. After the completion of piecework, the tools must be returned to the enterprise in usable condition.

4. On request, the enterprise must provide a tool box with lock.

Article 90  Pilot schemes

1. Provided that approval has been granted by the organisations, it may be agreed at the local level to use pilot schemes which deviate from the provisions of the collective agreement, for example – based on local agreements – to supplement and derogate from the collective agreement’s provisions on working hours, to introduce alternative collaboration forms, job rotation, mixed work teams or common pay types for various trade groups.
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.

**Article 91  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 the relevant documents on application to the enterprise.

**Article 92  Revision of the collective agreement, etc.**

1. A committee consisting of two representatives of the Danish Construction Association and two representatives of the Danish Union of Building, Civil Engineering and Environmental Workers will 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 constructions or work methods used so far – modify the piecework lists. The committee may also deal with questions regarding additions to and modifications of the collective agreement.

2. When either party submits a request that suggested additions or modification be considered by the committee, the committee must meet within 14 working days. 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.

3. 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 piecework lists or the collective agreement on which the committee members have reached agreement.

4. The organisations are obliged to come to a decision on the recommendations within one month. Adopted additions to or modifications of piecework lists or the collective agreement will not come into force until two months after the date on which they were approved by the organisations.

5. The above provisions do not restrict the right of the parties to demand resolution of an issue in accordance with the industrial disputes procedure, including Articles 37 and 38.

6. The collective agreement and piecework lists may not be made available for third parties without obtaining prior approval from the Danish Construction Association and the Danish Union of Building, Civil Engineering and Environmental Workers in each individual case.

**Article 93  Contractual relationships in the construction and civil engineering sectors**

1. The parties agree to counteract circumvention of the provisions of this collective agreement.

2. In general, members of the Danish Union of Building, Civil Engineering and Environmental Workers should not to any significant extent undertake to perform for their own account any work which is covered by the scope of application of the collective agreement, and thus they should not individually or collectively take over contractors’ work or place bids for such work, one purpose of this being to ensure that the current level of pay rates is maintained by, to the largest possible extent, assigning work to the enterprises which in relation to the Danish Union of Building, Civil Engineering and Environmental Workers are bound by the wage provisions of the collective agreement.

3. However, this present provision does not restrict the right of members of the Danish Union of Building, Civil Engineering and Environmental
Workers to join together to establish and register companies in compliance with relevant legislation, in order to perform work which is covered by the scope of application 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.

### Article 94 Temporary work

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

1. The Danish Construction Association accepts temporary work agencies as its members.

2. Employment of temporary workers for the provision of work which is covered by the scope of application of a collective agreement signed by the Danish Construction Association is governed by the stipulations of such applicable collective agreement, as well as local agreements and practice applicable to the given job.

**Temporary work agencies which are not members of 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 application of a collective agreement are governed by the stipulations of such 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 application 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 apply to the work in question.

7. In its contract with the temporary work agency, the member enterprise must ensure that the agency has the necessary knowledge of the current collective agreement and other applicable 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 on 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 issues:

9. Each temporary worker who performs work within the professional scope of application of a collective agreement obtains length of service in accordance with the relevant provisions of such collective agreement.

10. The parties to the collective agreement agree that it is natural that temporary workers are members of the same professional organisation as the enterprise’s own employees who perform the same type of work.

11. The Danish Union of Building, Civil Engineering and Environmental Workers admits that it would not be desirable for temporary workers who are members of other trade unions within the Danish Confederation of Trade Unions to change their membership in case of short-term temporary employment.

**Article 95  Circumvention of provisions 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. The assessment of whether a circumvention has taken place must as general guidelines take into account whether the self-employed:
   – exercises managerial authority in the performance of the works
   – is responsible for the quality of the works
   – is financially liable
   – bears the financial risk connected with the works.

Article 96   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. Furthermore, it is agreed that no changes to the collective agreement that might contravene the Directives will be introduced in connection with any future negotiations on the renewal of collective agreements.

The parties hereby consider the Directives as having been implemented.

Article 97   Code of employment

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.

**Article 98  Term of the collective agreement**

The parties to the collective agreement agree that this present collective agreement and associated, negotiated protocols, piecework lists, etc. enter into force on 1 March 2017 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 2020 at the earliest.

Copenhagen, 8 March 2017

For the Danish Union of Building, Civil Engineering and Environmental Workers

Jesper Weihe

For the Danish Construction Association:

Hans Henrik Kristensen
Chapter 20
Trainees

These provisions apply to trainees employed pursuant to the Danish Act on Vocational Training within the civil engineering field (civil engineering workers specialising in construction work, civil engineering workers specialising in building work, 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 Civil Engineering Workers, Pavers and Roofers, Bygmestervej 5, DK-2400 Copenhagen NV.

**Article 1 Daily working hours**

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

**Floating holidays**

3. The five floating holidays to which trainees are entitled are paid when taken, at the rate of the agreed trainee pay.
4. The timing of the floating holidays is determined according to the rules of the Danish Holiday Act on the timing of any residual holiday entitlement.
   
   Trainees are only entitled to take five floating holidays per calendar year, irrespective of any job change during the calendar year.
5. Trainees who commence or finish a training relationship qualify for one-half floating holiday per month of employment up to a maximum of five floating holidays per calendar year.
   In the other calendar years, trainees are entitled to five floating holidays per calendar year.
6. Trainees receive compensation for floating holidays not taken.
Article 2  Period of training

See the Executive Order on training for the trade concerned.

Article 3  Pay

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

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

EUX trainees

Training agreements concluded before 1 August 2015

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

Training agreements concluded after 1 August 2015

EUX trainees follow the collective agreement for trainees of the trade concerned, always provided that pay is adjusted as follows:

Irrespective of the commencement date, pay is adjusted in arrears from 1 February if the end of the test for completed apprenticeship is on the last Friday of March, and from 1 August if the end of the test for completed apprenticeship is on the last Friday of September in the final year, by 52 weeks for the 4th, 3rd and 2nd pay scales, respectively. Any pay earlier in
the course of the traineeship is paid at the rate for pay scale 2 and is variable in terms of time.
The training period after 1 February or 1 August, respectively, in the final year is paid at the minimum rate/minimum hourly pay for journeymen/adult employees in the relevant collective agreement.
The enterprise and trainees who have commenced vocational training before 1 August 2015 may agree to switch to the training programme pursuant to the new Executive Order in accordance with any transitional schemes laid down by the school in its local curriculum.

**Article 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 traineeship commences.
3. During the traineeship, pay must amount to not less than the minimum pay rate of the trade.

**Article 5  Trainee participation in journeymen's piecework**

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

**Article 6  Pay and employment conditions**

**Pay**

1. Trainees are paid for 37 hours per week including public holidays less any absence not due to sickness.
Pregnancy examinations
2. Trainees are entitled to time off according to the same rules as those applying to journeymen/adult employees at the pay rate applying to the trainee in question but not exceeding the maximum rate applying to journeymen/adult employees.

Maternity pay
3. Trainees are entitled to time off according to the same rules as those applying to journeymen/adult employees at the pay rate applying to 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 that applying to adult employees.

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

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

Article 7 Pension
1. Trainees will be covered by the pension scheme when they attain the age of 20 and have had six months' paid work.
2. For trainees over 20 years who continue their employment in the same enterprise after the period of training, the period of training will be included in the calculation of length of service.

<table>
<thead>
<tr>
<th>Article 8</th>
<th>Insurance benefits to trainees</th>
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1. Trainees not already covered by a pension or insurance scheme paid for by the enterprise and who have entered into a training agreement after 1 March 2011 are entitled to the following insurance benefits:
   - Regular pension in case of early retirement pension (annually)..................................................DKK 33,000
   - Lump sum payment in case of certain critical illnesses.................................................................DKK 100,000
   - Lump sum death benefit ..................................................................................................................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.

<table>
<thead>
<tr>
<th>Article 9</th>
<th>Workwear</th>
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Trainees have the same right to workwear as adult employees.

<table>
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<tr>
<th>Article 10</th>
<th>Safety footwear</th>
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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.
**Article 11  Tools**

1. The enterprise makes tools including manuals available to trainee civil engineering 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 Civil Engineering Workers, 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.

**Article 12  Travel allowance**

**Trainee period**

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

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

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

**Periods in school**

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

   The total way to and from school is the nearest route from the place of residence, lodgings or place of training to the school and back to the place of residence, lodgings or place of training.
4. It is a condition for receiving the travel allowance that the trainee could not attend classes at a school situated closer to the trainee's place of residence or place of training than the school attended.

5. Means of public transport must be used to the widest extent possible. If the use of such means of transport will cause unreasonable inconvenience to the trainee concerned, the trainee may use his/her own means of transport.

6. If means of public transport are used, the expenses actually paid will be reimbursed. The cheapest and most efficient way of transport must be used taking local conditions into account, and wherever possible season tickets, clip cards, etc. must be used.

7. If a trainee uses his/her own means of transport, a travel allowance is granted corresponding to the allowance granted at the time in question to participants in further training and education courses, currently DKK 0.97 per km when the total way to and from school is 20 km or more. The amount is adjusted in accordance with the rates laid down by the Danish National Labour Market Authority (Arbejdsmarkedsstyrelsen – AMS).

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

8. Accommodated trainees are granted reimbursement of their travel expenses for the distance to and from their lodgings and for the distance between their lodgings and their usual place of residence in connection with weekends and Easter and Christmas holidays if the condition on distance in paragraph 4 has been met. If the choice of school results in expenses for accommodation in a residence hall, such expenses are also paid by the enterprise.

9. The enterprise pays the expenses for accommodation in a residence hall when the trainee has been admitted to a residence hall and this is necessary for the trainee's completion of the training programme. Accommodation in a residence hall is considered necessary when it follows from the enterprise using the options for open enrolment or the training programme can only be completed at a school where the trainee is entitled to be admitted to a residence hall pursuant to section 3(1) of Executive Order 209/2009 (commuting time of more than 75 minutes).
The trainee's own removal will not trigger entitlement to payment by the enterprise for accommodation in a residence hall.

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

Note
The provisions in paragraph 10 on payment by the enterprises of accommodation in residence halls will be deleted and replaced by statutory rules if the Danish Parliament adopts the bill agreed by the Confederation of Danish Employers and the Danish Confederation of Trade Unions in the official conciliator's draft settlement of 21 March 2014.

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

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

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

To the extent that the new rules in the 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 in paragraphs 5, 6 and 7 apply by analogy to travel allowance pursuant to paragraph 4.

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

13. If public or general solutions should be found in the field of "travel allowance during periods in school", such rules will replace the above rules.

14. If transport between several departments of a school is necessary on the same day, allowance is granted irrespective of the conditions on distance set out in paragraph 4.

**Article 13 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.

**Article 14 Holiday provisions**

See the provisions in the Danish Holiday Act.

**Holiday guarantee scheme**

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

**Holiday pay on piecework surplus**

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

**Article 15 Special provisions**

**Vocational school**

The following applies to trainees:

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

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

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

Article 16  Overtime

1. Trainees may participate in overtime work according to the same rules as those applying to adult employees.
2. Working hours for trainees under 18 years of age must usually not exceed the usual working hours for adults.
3. Trainees under 18 years of age must not be employed for more than a total of ten hours per day.
4. Overtime work in the first three hours after the end of normal working hours is paid at the hourly rate increased 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 work 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%.
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.
Article 17   Settlement of industrial disputes

Disputes on the provisions of the collective agreement for trainees are settled in accordance with the procedure for the settlement of industrial disputes of the trade.
Chapter 21
Protocols

Protocol on health and safety at work

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

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

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

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

Copenhagen, 8 March 2017
Protocol on the construction industry’s health and safety bus

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

Based on the success of BAM-BUS, the Danish Construction Association and the Danish Union of Building, General and Environmental Workers agree to continue the cooperation on the health and safety bus and to expand its activities.

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

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

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

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

Copenhagen, 8 March 2017
Protocol on occupational health and safety policy efforts in the building and construction field

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

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

In the coming dialogue with the Minister for Employment, the focus areas to be included in a future strategy/action plan must be identified.

- Development of inspection targeted at the industry. The time of inspection in the building and construction field is used on the most important health and safety challenges, and the inspections are planned according to the conditions in the industry.
- Orderly conditions for fair competition, including the supervision of foreign enterprises and registration in the Register of Foreign Service Providers (RUT).
- Employers, employees, suppliers, project engineers, consulting engineers and clients each have a responsibility under the Working Environment Act. The Working Environment Authority must monitor the compliance by each of the players with their obligations under the working environment legislation. The Working Environment Authority's focus on the employer's obligations must be maintained, but initiatives aimed at clients, consulting engineers, project engineers, suppliers and employees should also be taken. The initiatives should be maintained over an extended period of time, both to enhance the impact in the long term and to consolidate the Working Environment Authority's knowledge base in this field.
- Early cooperation between the Danish Working Environment Authority and the parties when new initiatives are to be developed to ensure the best possible efforts in the building and construction field.
- Maintenance and enhancement of knowledge and competencies in the Working Environment Authority. As part of the development and implementation of the strategy/action plan and to ensure that it has the intended effect, knowledge and competencies in the Working Environment Authority in the building and construction field must be maintained and strengthened, and a strategic position must be taken on how this is to happen.

Copenhagen, 8 March 2017

 Protocol on skills development in the building and construction industry

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

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

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

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

1. to increase focus on the need to enhance general skills within reading and writing among the employees in the industry. New technology not only makes demands on new technological and digital skills, in some cases it also makes demands on the employees' general skills. Dyslexia education, preparatory adult education and general adult education are eligible for support from the Construction and Civil Engineer-
ing Sectors' Development Fund (Bygge- og Anlægsbranchens Udviklingsfond). Cooperation must be established among the providers of general adult education on outreach activities and services targeted at the building and construction industry.

2. That unskilled employees in the industry must be encouraged to obtain qualifications as skilled employees.
   After three months' employment, employees are entitled to a prior learning assessment as agreed with the enterprise. The prior learning assessment results in an assessment of the credit the employee may get for completing adult vocational training, and, based on the assessment, the enterprise and the employee discuss the possibility of adult apprenticeship. Participation in a prior learning assessment is eligible for support from the Construction and Civil Engineering Sectors' Development Fund.

3. That skilled employees in the building and construction industry must have better possibilities for further training and education in the industry.
   With the establishment of two new short-term further education courses in building technology and building coordination, skilled employees in the building and construction industry now have the opportunity to improve their qualifications on a part-time basis. There is heavy demand for building managers with vocational training, and consequently an agreement may be made with the enterprise for skilled employees to study at the above two education courses. Moreover, the two education courses include modules in digital building processes that will be increasingly important as digitalisation in the construction industry intensifies.
   Participation in the short-term further education courses in building technology and building coordination are eligible for support from the Construction and Civil Engineering Sectors' Development Fund.

4. The parties agree to discuss the possibilities of bringing attention to the above possibilities, for example by launching

5. An information campaign targeted at enterprises and employees in cooperation with the Workers' Educational Association (Arbejdernes Oplysningsforbund – AOF) on outreach activities in connection with dyslexia education, preparatory adult education and general adult education.
- An information campaign "from unskilled to skilled" targeted at enterprises and employees in cooperation with job centres, Regional Labour Market Councils and vocational colleges.

- An information campaign targeted at enterprises and employees in cooperation with the eight business academies/colleges of professional education that offer the short-term further education courses in building technology and building coordination.

The negotiations between the parties take place before 1 September 2017. The finances required to support the information campaigns are found in the existing Development and Education Foundations.

Copenhagen, 8 March 2017

**Protocol on the General Data Protection Regulation**

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

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

Copenhagen, 8 March 2017
Protocol on information on the use of subcontractors

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

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

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

Copenhagen, 8 March 2017

Protocol on additional holidays for posting enterprises

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

The parties agree as follows:

Object

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

The provisions in Article 64 of the collective agreement on "Holiday and public holiday provisions for posted employees" are changed as follows:

New paragraph 1:

The provisions of paragraphs 49-58 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 paragraph 2:

**Taking holidays**

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

**Payment of holidays**

If, pursuant to the holiday rules in their home country, posted employees are entitled to fewer days of paid holidays per holiday year than provided for by the Danish Holiday with Pay Act, the enterprise must give additional holidays pro rata to the period in which the employee performs work in Denmark, up to the number of days fixed in the Danish Holiday with Pay Act. Alternatively, it may be agreed between the enterprise and the employees that insofar as permitted by the legislation in force from time to time, the enterprise pays compensation to the employees for the missing holidays, together with their pay. The settlement of the remaining contribution/pay supplement must, see the provisions of the collective agreement to this effect, appear from the payslip and be paid out/in for each pay period.

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

New paragraph 3:

**Especially regarding weekday 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 holidays not taken.

New paragraph 4:

**German enterprises**

As regards German enterprises affiliated to ULAK, the German construction sector’s holiday fund under the social fund for the construction sector SOKA-Bau, the parties agree that no examination should be made as to whether holiday allowance and payment for weekday holidays paid in Germany correspond exactly to the Danish rates. The agreement between the Federal Ministry of Work and Social Affairs in the German Federal Republic and the Ministry of Employment in Denmark ensures mutual recognition of the Danish and German holiday rules. According to the Danish-German holiday agreement, the above presupposes that a statement from ZVK-Bau has been submitted to the Danish union, containing the required gross list of employees.

**Commencement**

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

**Approval**

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

Copenhagen, May 2017
Protocol on pension matters for posting enterprises
(the Collective Agreement for Civil Engineering Workers)

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

Object

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

Duty to pay pension contributions

If the foreign enterprise pays contributions to a supplementary pension scheme in the home country during the posting, the enterprise is exempted from the duty to pay pension contributions to PensionDanmark for the employees who are covered by a supplementary pension scheme in their home country. The enterprise's documented contributions to a supplementary pension scheme in the home country can be set off against the contributions that the enterprise must pay under the collective agreement.

Instead of paying pension contributions to PensionDanmark, the enterprise pays the difference up to the pension rate applying under the collective agreement into a supplementary pension scheme for the employee in his or her home country or pays the difference as a pay supplement to the employee. Settlement of the remaining contribution/pay supplement must, see the provisions of the collective agreement to this effect, appear from the payslip and be paid out/in for each pay period.

The pension contribution/pay supplement is calculated on the basis of the same pay components that form part of the basis for the pension entitlement under the collective agreement. This applies whether or not the pay component in question is subject to tax in the home country.
Contact to PensionDanmark
It is agreed that the parties will subsequently take up negotiations with PensionDanmark with a view to the practical implementation of the agreement in PensionDanmark's system.

Commencement
The agreement comes into force on 28 February 2017.

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

Copenhagen, May 2017

Protocol on night work and health checks

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

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

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

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

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

Copenhagen, 10 March 2010
**Protocol on social dumping**

The parties agree to follow the work of the committee which was set up in the areas of the United Federation of Danish Workers (3F) and the Danish Timber, Industry and Construction Workers’ Union (TIB) to regularly monitor and discuss the use of foreign labour in the building and construction sector as well as in the industrial sector.

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

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

Copenhagen, 10 March 2010

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**Protocol on recruitment and skill development for construction and civil engineering projects**

The Danish Construction Association (*Dansk Byggeri*), the United Federation of Danish Workers (*Fagligt Fælles Forbund – 3F*) and the Danish Union of Building, General and Environmental Workers (*Bygge-, Jord- og Miljøarbejdernes Fagforening – BJMF*) will initiate a number of joint activities, which combined are to ensure that the necessary qualified labour can be recruited for the many construction and civil engineering projects.

Attention must be focused both on attracting more young people to the industry through vocational training programmes and on improving the qualifications of unemployed people to work in the industry.
Recruitment
The Danish Construction Association, 3F and BJMF will continue the work from the previous collective agreement term of providing more traineeships and trainees in the construction industry.

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

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

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

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

Copenhagen, 4 March 2014

Protocol
on productivity growth through cooperation and planning

The Danish Construction Association (Dansk Byggeri) and the Federation of Building, Construction and Wood Workers' Unions (Bygge- Anlægs- og Træ-kartellet – BAT) agree to continue to work to improve productivity and hence earnings and job security for the parties' respective members.
The work will be based on the experience we have gained from previous joint projects such as "Better Bottom Line 1 and 2" and "Trust based lean" and from the work performed in the organisation Lean Construction Denmark.

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

Copenhagen, 4 March 2014
Chapter 22
Annexes

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

Section 1
Recognising the desirability of settling questions relating to pay and employment conditions by concluding collective agreements, where necessary with the participation of the central organisations, the central organisations and their members undertake not to prevent employers and employees, either directly or indirectly, from organising themselves within the organisational framework of the central organisations. It shall therefore be considered an anti-organisation act if one of the parties to the present General Agreement takes action against another party on the grounds of organisation affiliation and thus not on industrial motives.

Section 2
1. Where a collective agreement has been concluded, no stoppage of work (i.e. strike, picket, lockout or boycott) can be initiated during the period of the collective agreement’s validity in the sector covered by the agreement, unless warranted by the Standard Procedure for the settlement of Industrial Disputes, or by collective agreement. Secondary strikes or lockouts may be initiated in accordance with agreements and case law.

2. A work stoppage is lawful only if approved by at least three-quarters of the votes cast by a competent assembly under the rules of the relevant organisation and only if due notice has been given in agreement with the provision laid down in (3). Exceptions to the provision are work stoppages in situations mentioned in section 5(2) of the Standard Procedure.
3. Any intention to submit proposals for a stoppage to such an assembly shall be notified to the executive committee of the other central organisation by special and registered post at least two weeks before the proposed stoppage is planned to start. The other party shall be similarly informed of the assembly’s decision at least one week in advance of the work stoppage. Regarding notice of enforcement of work stoppages, the above-mentioned notice periods shall be reduced to at least seven days and three days respectively.

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

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

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

**Section 3**

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

2. Disputes as to whether an agreement exists shall be settled by the Industrial Court, unless the parties agree to have the dispute settled through industrial arbitration. Disputes concerning an agreement’s coverage shall be settled through industrial arbitration.
Section 4

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

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

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

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

   b. If the employee claims that the dismissal is unfair an unwarranted by the situation of the employee and the enterprise, a request may be made for the case to be settled locally between representatives of management and employees. The local negotiations shall be completed within two weeks of notice being given. In case the employer has given flagrantly incorrect information about the reason for the dismissal and this is of considerable importance to the case, the above notice shall be counted from the time that the employee was or should have been given the correct information. The local negotiations, however, shall be completed within three months of notice being given.

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

d. If agreement is not reached, the relevant trade union (or central management) is entitled to submit a complaint to one of the central organisations’ permanent Tribunals. The complaint shall be submitted to the Tribunal and to the opposing organisation within seven days of the conclusion of negotiations between the employee and employer organisations. The Tribunal’s precise composition and method of operation shall be laid down in the Procedures for the Tribunal.

e. The Tribunal shall make a reasoned award. If the Tribunal finds that a dismissal is unfair and unwarranted by the situation of the employee or the enterprise, it may, after a claim to that effect, set aside the dismissal, unless there has been, or can be taken to be, a breakdown in compatibility between the employer and the employee, such as to preclude any further continuation of the employment relationship. If the Tribunal finds that the dismissal is unfair, but that the employment relationship should nevertheless be discontinued, or if a claim is made for compensation for unfair dismissal, cf. above, the Tribunal may decide that the enterprise should pay compensation to the dismissed employee. The amount of compensation depends on the circumstances of the case and the length of service of the unfairly dismissed employee. Compensation may not exceed 52 weeks’ pay, calculated on the basis of the average earnings during the preceding year.

f. If the Tribunal is presented with cases where a claim is made that a dismissal is unfair, and, according to legislation, the dismissed employee has a different legal status than the one provided for in the General Agreement, the Tribunal shall, upon a claim from the plaintiff, base its decision on the relevant legislation.
Section 5 (deleted)

Note

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

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

Section 6

1. The central organisations shall oppose any attempts to exclude persons from joining employee organisations on the basis of company law provisions, or other contracts or ownership of shares, which do not make the persons concerned genuine co-owners of the enterprise.

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

Section 7

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

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

Section 8

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

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

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

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

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

Section 9
1. The central organisations shall promote cooperation between the organisations and shall encourage smooth and stable working conditions in undertakings through the joint cooperation committees or through other appropriate bodies.

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

Section 10
1. In the event of an alleged breach of this Agreement or of any other collective agreement concluded by the central organisations or their members, a joint meeting shall be held, with the participation of the central organisations, before a complaint is submitted to the Industrial Court.

2. In case the alleged breach of agreement is in the shape of a work stoppage, cf. section 2, which has not yet been terminated, the joint meeting shall be held immediately and, at the latest, the day after the stoppage was initiated. In other cases the joint meeting shall be held as soon as possible. The party requesting a joint meeting may demand that the joint meeting be held within a week.
3. The request to hold a joint meeting shall to the extent possible state the
details of the case and relevant documents of the case shall be en-
closed.

4. If the parties agree, the appointed joint meeting may be held by tele-
phone.

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

Section 11

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

Section 12

1. This General Agreement shall remain in effect until terminated by six
months’ notice as at 1 January, but not earlier than 1 January 1995. Ei-
ther of the central organisations wishing to amend the General Agree-
ment shall inform the other party six months before notice of termina-
tion, after which negotiations with the object of reaching agreement and
thus avoiding termination of the General Agreement shall be com-
mended.

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

Protocol

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

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

Copenhagen, 1 October 1992
Annex 2
Travel allowance
(Applicable only to employment at non-permanent workplaces)
Copenhagen and North Zealand, Zone 1
Travel allowance
Regarding the civil engineering, bricklayer and carpentry trades
for work within the area covered by the Collective Agreements for Copenhagen and
North Zealand, Zone 1

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

Where an employee, who is residing in the Cities of Copenhagen or Frederiksberg, is employed at a workplace within the area covered by the Collective Agreements for Copenhagen and North Zealand, Zone 1, and the workplace is located more than 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 paragraphs 1-4 below; see paragraph 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 paragraphs 1-4 below; see paragraph 5.

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

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

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

3. Where use of public transport is not possible or expedient, the employee will receive an allowance per day on which he reports for work of DKK 1.20 per kilometre or part of a kilometre for the distance from the local authority boundary to the workplace. The number of kilometres is measured by the nearest route, and the allowance is only calculated one way.

4. Where the transport distance from the local authority boundary (in this regard the City of Frederiksberg is reckoned as part of the City of Copenhagen) to the workplace exceeds 12 km, in addition to the amount stated in paragraphs 1 - 2, the employee receives an extra allowance of DKK 0.55 per kilometre or part of a kilometre in excess of 12 km, the allowance only being calculated one way. This allowance of DKK 0.55 per kilometre is not granted for the distance mentioned in paragraph 2, third sentence, for which no allowance is paid.

5. Payment of travel allowance pursuant to paragraphs 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 paragraphs 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.
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
In order for employees to make full use of working hours for productive activities, protective winter measures will be taken on the following basis:

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

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

a. Seasonal and weather-related protective winter measures (non-contractual protective winter measures).

  ▪ Weather-related protective winter measures must be taken on the basis of the instructions for the project that must generally be prepared by the client.

  ▪ Seasonal protective winter measures must be taken on the basis of the contractor’s instructions.

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

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

b. Contractual protective winter measures, i.e. measures agreed between the respective parties to the collective agreement. These protective winter measures constitute the measures specified for individual trades, unless:

1. The requirements stated in the project description / construction site plan for the work in question to winter construction measures render the measures mentioned below unnecessary;

2. It is proven that conditions over which the enterprise has no control make it impossible to take one or more of the measures; or

3. The enterprise and the employees employed for the work in question have agreed that one or more of the measures can be dispensed with in the case at hand, as long as any such agreement is not in conflict with the client's instructions regarding the responsibility for taking the measures.

Where work operations are performed on the same site for an extended period of time, see section 12(1) of the Executive Order on Building and Construction, measures are taken at the employer's initiative to protect against the weather, e.g. erection of a suitable tent or canopy or relocation of the work to a building or shed, insofar as possible with access to daylight, unless it will be obviously unreasonable or inappropriate.

The employer sets up artificial lighting in separate work areas where this is necessary for the proper execution of the work.
The enterprise makes sure that its own water supply is protected against the consequences of frost where this is necessary for the execution of the work.

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

**Welfare facilities**

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

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

**Protection of materials**

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

**Settlement of industrial disputes**

Any disputes relating to the contractual protective winter measures (B), and all issues relating to payment (A+B), will be settled in the usual manner in accordance with the Procedure for the Settlement of Industrial Disputes. Disputes on the scope of protective winter measures (A) cannot be settled according to the Procedure for the Settlement of Industrial Disputes.
Table of seasonal and weather-related measures, based on the Danish Enterprise and Construction Authority (EBST) guidelines relating to new executive order on protective winter measures

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

| Measures to combat snow and ice on formwork, reinforcement and aggregates | X |
| Measures to combat frost destruction of hardening concrete | X |
| Measures to protect concrete surfaces | X |

### 4. Masonry measures

| Measures to protect bricks, wall blocks, etc. from wet | X |
| Measures to protect mortar from low temperatures | X |
| Coverage and/or protection of newly erected masonry from precipitation | X |
| Coverage and/or protection of newly erected masonry from precipitation | X |

### 5. Roofing measures

| Measures against precipitation | X |
| Drying of roof at low temperatures | X |
| Removal of snow, frost, ice and water | X |

### 6. Indoor work measures

| Temporary sealing of intermediate floors and/or roof structures against water seepage, cold and heat loss | X |
| Drainage of rain and meltwater | X |
| Snow clearance on uncompleted intermediate floors and roof decks | X |
| Closure of facade openings | X |
| Heating and ventilation | X |
| Drying out of precipitation moisture | X |
Annex 4 Contract of employment

Danish Construction Association

Contract of employment for employee paid by the hour

Between employee: ___________________________ and enterprise: ___________________________

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>Postal code:</td>
<td>Postal code:</td>
</tr>
<tr>
<td>Civil reg. no.:</td>
<td>CVR no.:</td>
</tr>
<tr>
<td>Tel. no.:</td>
<td>Tel. no.:</td>
</tr>
<tr>
<td>Bank: reg. no.:</td>
<td>Account no.:</td>
</tr>
</tbody>
</table>

1. Employed at: Date:___________ Month:_________ Year:_________

The employee is employed at: Building and construction (non-permanent workplaces)

The employee is employed at: a permanent workplace. State address:_____________________________________

Employed as: Semi-skilled worker Bricklayer Bricklayer’s labourer Stone mason Paver Housepainter Sign writer Carpenter/joiner Thatcher Glazier Wood industry worker/woodcutting machinist Floor layer Electrician Industrial lacquerer Construction worker specialising in earthworks or concrete works Scaffolder Driver Metal worker/plumber Other:__________________________________________________________________________

2. The following collective agreement concluded between the Danish Construction Association and _____________________ (the employee organisation) applies to the employment:_____________________________________________________

3. Labour market pension: Yes No If “no”, state insufficient length of service in months:______________________

4. At the time of employment, the personal hourly wage for work paid by the hour amounts to: DKK______________________

The wage is paid: Weekly Every two weeks Other:________________

In addition, overtime pay, supplement for staggered hours, payment for work requiring employees to work away from the usual place of work, work requiring employees to be away from their homes overnight and inconvenience allowance may be payable according to the above collective agreement. Holiday rules also follow the above collective agreement.
Piecework may occur, where the price is fixed according to the provisions of the collective agreement, and the duration of the work is fixed. Similarly, various incentive pay schemes may exist, which are also fixed according to the collective agreement. Local agreements may have been concluded.

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

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

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

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

8 The employee has received an employee handbook: Yes No

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

___________________________________________________________

Enterprise                                      Employee
Instructions

Item 1:
State the date of employment.
See the provisions of the collective agreement on the definition of permanent workplaces. If, at the date of employment, the employee is expected to carry out both work in the workshop and work away from the usual place of work, tick both spaces. Tick the trade in which the employee is to work. After the space "other", state any trade that falls outside those stated, e.g. upholsterer or boy.

Item 2:
As employers' association, state the Danish Construction Association (Dansk Byggeri).
As employee organisation, state the trade union that is the employee party to the collective agreements concluded between the Danish Construction Association and members of the Federation of Building, Construction and Wood Workers’ Unions (Bygge- Anlægs- og Trækartellet – BAT). State the employee party to the agreement, not the trade union, of which the employee is a member.
The following trade unions are members of BAT:
United Federation of Danish Workers (including bricklayer work) (Fagligt Fælles Forbund – 3F), Danish Metal Workers' Union (Dansk Metal), Painters' Union in Denmark (Malerforbundet i Danmark), Danish Union of Electricians (Dansk El-Forbund), Danish Union of Plumbers and Allied Workers (Blik- og Rørarbejderforbundet i Danmark).

Item 3:
The employee must provide this information.
Sufficient length of service is achieved after six months' paid employment irrespective of trade. NB: Employees employed under the collective agreement concluded between the Danish Construction Association and the Painters' Union in Denmark must have served six months under a collective agreement in the trade. Length of service is accumulated across company affiliation.
If the six months' service has not been accumulated, state precisely how many months/weeks are left before the sufficient length of service has been accumulated.

Item 4:
In case of other forms of pay settlement, attach them to the contract of employment.
According to the collective agreement concluded between the Danish Construction Association and the Painters' Union in Denmark, employment is exclusively on a piecework basis.

Items 6 and 7:
If the employee handbook or similar sets out other rules, cross out items 6 and 7 and give the employee the rules in force together with the contract of employment.
Annex 5
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 (Forbundet Træ-Industri-Byg i Danmark – TIB)

Background

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

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

Object

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 apprentices
- to create more potential traineeships among more enterprises

Framework

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

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

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

The entire pre-training period is covered by the collective agreement in the training area in force at the time in question and made between the Danish Construction Association, 3F or 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 work days' notice in writing. If the enterprise terminates the pre-training agreement before the expiry of the agreement, the enterprise must state in writing the reasons why the pre-trainee cannot complete the pre-training agreement.

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

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

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

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

**Obligations of the enterprise**

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

2. The enterprise regularly gives instructions and efficiently monitors that work is performed in accordance with health and safety requirements.

3. The enterprise gives the pre-trainee a beginning insight into the job duties of the trade and organises the pre-trainee's participation in
duties with the aim that the pre-trainee learns the technical language used at the elementary level and becomes motivated to undergo vocational training.

4. The enterprise takes out statutory industrial injury insurance that covers the pre-trainee during the entire agreement period.

**Obligations of the pre-trainee**

1. The pre-trainee must participate in the required safety instructions in the enterprise at the start of the agreement period.

2. The pre-trainee must follow the instructions given by the enterprise and other employees with regard to safety measures and job duties.

3. The pre-trainee must follow the enterprise's general administrative procedures for staff, which have been laid down and handed out, including:
   - reporting sickness or other absence
   - providing address information

**Executive Order on work performed by young people**

Pre-trainees under the age of 18 are covered by the Danish Working Environment Authority's Executive Order no. 239 of 6 April 2005 with annexes, and attention is drawn to the special provisions in part 8 regarding authorisations, dispensations, etc.

**Contract of employment**

The organisations prepare a standard agreement as well as guidelines.

Copenhagen, 26 September 2006