COLLECTIVE AGREEMENT 2017
FOR METAL, SHEET METAL, PLUMBING AND PIPING WORK
BETWEEN: DANSK BYGGERI/THE DANISH CONSTRUCTION ASSOCIATION
AND DANSK METAL/DANISH METALWORKERS UNION AND BLIK- OG RØRARBEJDERFORBUNDET I
DANMARK/DANISH UNION OF PLUMBERS AND PIPEFITTERS
Agreement 2017

for sheet metal and pipe work

between

the Danish Construction Association,

the Danish Metalworkers' Union

and

the Danish Union of Plumbers and

Allied Workers
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Chapter 1
Organisational matters

Article 1 Admission of new members

The following rules apply to enterprises joining the Danish Construction Association (Dansk Byggeri):

**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.

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

**Adaptation negotiations**

3. 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 50, paragraph 16. 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 rules and to allow the parties to the collective agreement to acquaint themselves with the existing pay and employment conditions for the employees.

4. During the adaptation negotiations, existing pay and employment conditions may be documented.

**New members covered by accession agreements**

5. Accession agreements in force in enterprises admitted as members of the Danish Construction Association after 1 March 2004 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.

6. 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*).

**Members of Tekniq**

7. The collective agreement does not apply to enterprises whose heating, sanitation and plumbing departments are members of the Confederation of Danish Installers (*Tekniq*).

**Rigger work**

The collective agreement does not apply to machine factories and workshops belonging to enterprises that are also members of the Confederation of Danish Industries (*Dansk Industri – DI*).
Chapter 2  
Employment relationship  

Article 2  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 contract must be given to the employee within one month of the commencement of employment.  

The organisations recommend the use of the contract of employment template shown on page 135.  

Work area  

2. On employment, the work area to which the employee is assigned must be specified.  

Hence, special notice rules apply to termination of employment in the heating, sanitation and plumbing area while others apply in the metal work area.  

In the event of a permanent transition from one area to the other,
the contract of employment must be changed at the notices men-
tioned in Article 48.

Changes to the terms of employment
3. 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 employ-
ment.

Failure to comply with the obligation to inform
4. If the employee has not received information on the terms of em-
ployment, see paragraph 1 and paragraph 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 obli-
gation to inform.

5. Should an employee who was employed before 1 July 1993 wish to
receive information on the terms of employment, see paragraph 1
and paragraph 2, and the employee submits a request for such in-
formation on 1 July 1993 or later, the enterprise must provide the
desired information to the employee within two months of the sub-
mission of the request.

Apprentices and trainees are not comprised by these provisions.
Article 3  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 length of service preferably do so in accordance with the following guidelines.

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.

3. 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 organisation. The form is shown on page 139.

4. The matter of introducing or terminating agreements for employment on conditions similar to those enjoyed by salaried employees may be submitted for resolution in accordance with the industrial disputes procedure, but not the procedure of industrial arbitration. The provisions of section 8 of the Danish Salaried Employees Act (Funktionærloven) on early retirement pension benefit in case of death cannot be derogated from by agreement.

Remuneration

5. Remuneration must reflect the individual employee’s qualifications, responsibilities, efforts and proficiency. Once a year each employee’s remuneration is reviewed for a possible adjustment. The adjustment may be made at the same time as for salaried employees employed in the enterprise.

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

In case of employment on conditions similar to those enjoyed by salaried employees, the employee's hourly wage is converted to monthly remuneration according to the applicable number of hours, at present 160.33. Remuneration is paid out on the same dates as those applying to the enterprise's salaried employees.

**Length of service**

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

**Termination**

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

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

Notice of termination may be given during sickness absence. The provisions of Article 48, paragraph 6, of the collective agreement do not apply to contracts of employment on conditions similar to those enjoyed by salaried employees.

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

Holidays
11. 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). These provisions supersede Article 33 of the collective agreement.

Pension contribution on holiday allowance
12. As of 1 May 2014 holiday allowance is included in the calculation basis for pension contributions.

Public holidays
13. Employees are entitled to full remuneration for public holidays and other days off.

Floating holidays
14. Employees are entitled to five floating holidays per calendar year.
15. 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 remuneration for each unused floating holiday. The compensation will be paid out in connection with the first subsequent payment of remuneration.

Free choice of wage account
16. 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:
   1 March 2017..........................................................2.7%
   1 March 2018..........................................................3.4%
   1 March 2019..........................................................4.0%
   of the holiday qualifying pay. Holiday pay (12.5%) is calculated on the amount.
Payment
17. The amount is paid to the employee together with remuneration for December unless the employee has made a request before 1 December that the amount be transferred to his pension account.

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

Sickness
18. The enterprise pays full pay during sickness absence.

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

Unless otherwise specified in these provisions 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
20. Any disputes concerning the interpretation of the individual agreements or these 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 this 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 the present guidelines.
Chapter 3
Working time provisions

Article 4   Weekly working hours

1. The standard working week is 37 hours of day work.
2. The weekly working hours are distributed over the first five days of the week.

Article 5   Daily working hours

1. Normal daily working hours are placed between 06:00 am and 6:00 pm.
2. Daily working hours and the distribution of meal 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.
4. 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.

Article 6   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 as specified in paragraph 2.
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 and a maximum of 50 hours per week.

**Article 7  46-hour working week**

1. Subject to local written agreement, normal weekly working hours may be fixed at 46 hours on the condition that excess hours relative to the number stated in paragraph 2 are taken as time off in lieu, preferably as whole days, within three months of the qualifying period.

   Overtime work pursuant to Article 15, paragraph 7, may not be performed at the same time.

2. 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. If time off in lieu is not taken, hours are settled as overtime work.

**Article 8  Weekend work**

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

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 Saturday and Sunday 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 remuneration, including all supplements and allowances provided for in the collective agreement, is at least equal to normal remuneration at the given workplace for a normal week.

Days off and work on public holidays

12. A working time schedule is worked out prior to the introduction of weekend work so as to clearly establish which days (Saturdays/Sundays) are days off. Should there be such days off, an amount is paid for these days equivalent to the individual employee’s average hourly pay for the number of hours he 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.
**ATP contribution**

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

### Article 9  Part-time employment

**Part-time work**

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

   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.

   Part-time employment is remunerated 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.

   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.

   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**

2. 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

3. 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 10  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 have overnight accommodation at the place of work, a local agreement must be made with respect to the type of transport, board and lodging, working hours and expected duration of the work.

### Article 11  On-call work

1. Call-outs to work after the end of normal working hours, on free 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 a minimum of 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 12  Stand-by duty

1. In connection with stand-by duty agreed in writing, the enterprise provides a mobile telephone.

2. The number of stand-by duties may not exceed two weeks in any four week-period.
3. A stand-by duty is agreed for at least seven consecutive days at a time. A stand-by duty starts after the end of normal working hours and ends at the start of normal working hours. Within a stand-by duty period, a lower number of stand-by duty hours may be agreed. If the stand-by duty involves more than one employee, the shop steward participates in the conclusion of the agreement.

4. The following hourly allowance for a stand-by duty is payable from the beginning of the pay week which includes 1 March 2017:

   - Hours on stand-by duty on weekdays: DKK 20.25
   - Hours on stand-by duty on Sundays, holidays and days off: DKK 25.35
   - From the beginning of the pay week which includes 1 March 2018:
     - Hours on stand-by duty on weekdays: DKK 20.60
     - Hours on stand-by duty on Sundays, holidays and days off: DKK 25.75
   - From the beginning of the pay week which includes 1 March 2019:
     - Hours on stand-by duty on weekdays: DKK 20.90
     - Hours on stand-by duty on Sundays, holidays and days off: DKK 26.15

5. The weekly payment for the stand-by duty cannot amount to less than from the beginning of the pay week which includes:

   - 1 March 2017: DKK 1,014.60
   - 1 March 2018: DKK 1,030.80
   - 1 March 2019: DKK 1,047.30

6. In case an employee is called on duty outside the stand-by duty, a special supplement is paid for each time the employee is called on duty. The supplement is as follows from the beginning of the pay week that includes:

   - 1 March 2017: DKK 127.80
   - 1 March 2018: DKK 129.85
   - 1 March 2019: DKK 131.95

7. For calls paid by the hour, a duty allowance and an overtime allowance are payable in accordance with Article 15 in addition to the applicable hourly wage.
8. Telephone counselling is included in the payment for the stand-by duty.

**Note**

This provision does not apply to enterprises previously covered by the Collective Agreement for Metal Workers between the Danish Building Contractors’ Association (*Danske Entreprenører*) and the Danish Metal Workers’ Union.

## Article 13 Days off

### 1 May

1. In addition to the statutory days of rest, 1 May is a full day off. If the enterprise demands urgent work to be performed, no holiday allowance is payable.

### 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 40, 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 40, and are taken according to the same rules as apply to the taking of remaining holidays.

5. Advances for floating holidays amount to DKK 900.00 per day for adult employees.

6. From the beginning of the pay week which includes 1 March 2015, advances for floating holidays will increase to DKK 1,000.00 for adult employees.

7. 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.
Compassionate care leave
8. Under the present collective agreement, employees are entitled to take time off to care for seriously ill close relatives.

### Article 14  Other arrangement of working hours

1. 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 parties to the collective agreement.

2. The enterprise and the employees may agree to supplement or derogate from the collective agreement's provisions on working hours for the purpose of testing possibilities that the present collective agreements do not take into account.

3. Such agreements must be in writing and may only be concluded with a shop steward who has been elected within the field of the Collective Agreement for Metal Workers or Sheet Metal and Pipe Workers or, if a shop steward has not been elected, with the local branch of the union.

4. The agreement is sent to the union for its information.
Chapter 4
Overtime work, staggered working hours, shift work, etc.

Article 15 Payment for overtime work and work on Sundays and public holidays

1. From the beginning of the pay week which includes the below dates, overtime work in the first three hours after the end of normal working hours is paid at the hourly rate increased by the amounts specified below:
   1 March 2017................................................................. DKK 63.05
   1 March 2018................................................................. DKK 64.05
   1 March 2019................................................................. DKK 65.10
   One out of these three hours may fall immediately before the beginning of normal working hours, but not before 6:00 am.

2. From the beginning of the pay week which includes the below dates, overtime work beyond the first three hours after the end of normal working hours (night work and work on Sundays and public holidays) is paid at the hourly rate increased by the amounts specified below:
   1 March 2017................................................................. DKK 126.00
   1 March 2018................................................................. DKK 128.00
   1 March 2019................................................................. DKK 130.05

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.

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.

5. No deduction for meal breaks is made in the payment for overtime, night work and work on Sundays and public holidays.
6. Journeymen must be willing to perform work on Sundays and public holidays as well as overtime work and night work when required by the enterprise as being necessary.

7. The organisations agree that enterprises may order overtime work of up to eight hours per week, provided that it has been agreed locally.

In addition, in accordance with paragraph 6 and employment case law, enterprises may use overtime in the normal manner. Overtime work in excess of eight hours per week is preferably taken as time off in lieu as full days within six months from the period in which they were worked, and generally according to Article 7, paragraph 2.

**Article 16  Systematic overtime**

1. If the local parties have tried without success to make an agreement on variable weekly working hours, see Article 6, the enterprise may give notice of systematic overtime. Systematic overtime may not exceed five hours per calendar week and one hour per day and must be placed in connection with the individual employee’s normal working hours. Systematic overtime must be notified no later than before the end of normal working hours four calendar days before the week, in which the systematic overtime is to be performed.

2. Systematic overtime must – unless otherwise agreed between the management of the enterprise and the trade union representative – be taken as whole days off in lieu within a twelve-month period after it was performed.

3. Surplus hours that do not entitle the employee to a full day off work are carried forward.

4. The time for taking time off in lieu is determined by the employer following local negotiations between the parties. However, the employee must be given a notice of minimum 6x24 hours.
5. Time off in lieu stemming from systematic overtime may not be placed during a period of notice of termination, unless the enterprise and the employee agree on this.

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

Article 17   Staggered working hours

Remuneration for working in staggered working hours

1. If working hours are staggered in such a way that they end after 6:00 pm but start before 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 24.95
   - From 10:00 pm to 6:00 am ...............................................DKK 42.75
   For work on staggered shifts that begin at midnight or later, for the working hours until 6:00 a.m., there is paid an hourly allowance of ..................................................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 25.35
     - From 10:00 pm to 6:00 am ...............................................DKK 43.45
   For work on staggered shifts that begin at midnight or later, for the working hours until 6:00 a.m., there is paid an hourly allowance of ..................................................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 25.75
     - From 10:00 pm to 6:00 am ...............................................DKK 44.15
   For work on staggered shifts that begin at midnight or later, for the working hours until 6:00 a.m., there is paid an
hourly allowance of........................................DKK 53.60

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.

Article 18 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 is 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 own, the employee is prevented from continuing to perform shift work beyond a period of three days, he 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 is 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 amounts 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:

10.
No payment is due if the employee is re-transferred back to his original shift within six weeks or if he is transferred to daytime work.

**The working day**

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

**Shift work allowance**

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

- 1 March 2017 .......................................................... DKK 38.35
- 1 March 2018 .......................................................... DKK 38.95
- 1 March 2019.......................................................... DKK 39.60

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

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

Work on or staggering of days off

15. If a paid day off cannot be given in exchange for work on a public holiday or a collectively agreed day off, see 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:

<table>
<thead>
<tr>
<th>Date</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 March 2017</td>
<td>DKK 90.45</td>
</tr>
<tr>
<td>1 March 2018</td>
<td>DKK 91.90</td>
</tr>
<tr>
<td>1 March 2019</td>
<td>DKK 93.40</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 March 2017</td>
<td>DKK 27.15</td>
</tr>
<tr>
<td>1 March 2018</td>
<td>DKK 27.55</td>
</tr>
<tr>
<td>1 March 2019</td>
<td>DKK 28.00</td>
</tr>
</tbody>
</table>

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.

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

Local agreements

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.

**Article 19  Offshore work**

1. Work on and from mobile and stationary platforms is paid in accordance with the stipulations of this present collective agreement. The guidelines agreed between the Central Organisation of Industrial Employees in Denmark (*Centralorganisationen af industrian-satte i Danmark – CO-Industri*) and DI on work on mobile and stationary platforms in the form that these guidelines have as of today’s date under items 2 (working hours), 3 (pay), 4 (travelling and waiting time), 5 (board and lodging) and 6 (holidays) also apply to the members of the Danish Construction Association.

2. Except for the deviations appearing from the above, the collective agreement existing at March 2014 between the Danish Construction Association, the Danish Union of Plumbers and Allied Workers and the Danish Metal Workers' Union apply.
Chapter 5
Pay conditions

Article 20  Minimum pay

The following minimum hourly rates of pay for adult employees is payable from the beginning of the pay week which includes
1 March 2017................................................................. DKK 115.60
1 March 2018................................................................. DKK 117.60
1 March 2019................................................................. DKK 119.60

Article 21  Generally

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

2. Thus, the employees’ skills, experience, training and performance in production must be taken into account, and wage must also be affected by there being no or lonely negligible access to piecework or other performance-related pay systems. Moreover, regard must be had to the demands of the work in relation to the employee, including any special nuisances connected with the performance of the work.

3. The pay for individual employees is agreed in each case between the enterprise and the employee without interference on the part of the organisations. The trade union representative may be called in as an observer in the negotiations.

4. If desired, minutes of the meeting will be prepared.

5. Negotiations on adjustment of individual wages may be made once in every agreement year.
Disproportion as a whole

6. The organisations have a right to take proceedings pursuant to the procedure for the settlement of industrial 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 in comparable enterprises in the industry. The parties agree that in itself it is not enough to establish disproportion that there is a substantial deviation from the general average pay within the industry. It is a condition that the enterprises are comparable within the same industry and geography.

Settlement of disputes

8. Disputes as to whether disproportion exists may be settled according to the industrial provisions in Chapter 13 (on ordinary burden of proof principles). Any industrial case may be initiated on the basis of the conditions in an ongoing construction site.

9. During the organisation meeting, the parties seek to reach agreement as to whether disproportion exists and the level of any such disproportion. If the parties reach agreement, the case may be closed.

10. If during the industrial consideration of the case, it is not possible to reach agreement about disproportion, the case may be 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.
13. A local agreement on weekly or monthly pay may be concluded.
14. The pay period (accounting period) is two weeks, unless another agreement has been made; see paragraph 5.
15. Wages must be paid on Thursdays, preferably before the end of normal working hours, unless otherwise agreed.
   NOTE: Existing agreements on weekly or monthly pay continue.

**Article 22 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
   - ATP
   - Pension
   - Allowances for the first, second and third day 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.

3. 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 6
Piecework

Article 23  Rules for piecework at non-permanent workplaces

Piecework etc.

1. Where piecework, bonus schemes, production bonus schemes and other performance-related pay systems are used, the basis for payment may not be changed more than once per collective agreement year.

2. Employees who were paid hourly wages at 28 February 1983 will continue to be paid by the hour, unless, following an inquiry from the local parties, the organisations agree on a performance-related pay system with related basis of payment.

3. The parties to the collective agreement recommend that in non-permanent workplaces in the building and construction industry piecework or other performance-related pay systems that can be determined by negotiations should be used in the individual enterprise.

4. Demands for piecework must be made in writing six workdays after the start of the work where piecework is desired.

5. Where an employee representative makes a demand for piecework to the enterprise or its representative, the employer must reply to such demand within six workdays.

6. If no agreement is reached as to whether a job should be performed as piecework, the parties are free to have the issue settled according to the procedure for the settlement of industrial disputes.

7. If the arbitration tribunal decides that the work must be performed as piecework, the issue of payment for the work is referred to negotiations between the parties. If no agreement is reached, the arbitration tribunal determines the payment for the work.

8. If the arbitration tribunal decides that the work should be paid by the hour, such hourly pay is determined in accordance with Article 21 of the collective agreement.
9. In cases where a local agreement is made to use the piece rates stated in the agreement on piece rates for plumbing work (Rørprislisten) or the price schedule for plumber's work (Blikkenslagerpriskuranten), and disputes of interpretation arise, such disputes are settled according to the procedure for the settlement of industrial disputes applying between the Danish Construction Association, the Danish Union of Plumbers and Allied Workers and the Danish Metal Workers' Union.

10. However, in any case in which consideration for the best interests of the job so requires or other special circumstances exist, the enterprise may demand that the work be performed as work paid by the hour according to the above rules.

**Note**

*For enterprises previously covered by the collective agreement between the Danish Union of Plumbers and Allied Workers and the Federation of Danish Building Industries (BYG) and new members of the Danish Construction Association, the following rules apply:*

11. All plumbing and piping work is performed and settled according to the current national price schedule for plumbing work (Landspriskurant for Blikkenslagerarbejde) or the current agreement on piece rates for plumbing work/the agreement on piece rates for district heating work (Fjernvarmeprislisten). The parties to the collective agreement have concluded accession agreements to the above agreements on piece rates. There is agreement that any changes made to the national price schedule, the agreement on piece rates for plumbing work/the agreement on piece rates for district heating work and in force from time to time also apply to this collective agreement.

**New materials and working methods**

12. Members of the Danish Construction Association are not – without special agreement to this effect – covered by price agreements, working methods, etc. not already known or stated in the agreement on piece rates for plumbing work/the agreement on piece
rates for district heating work, the agreement on piece rates for natural gas work (*Naturgasaf talen*) and the national price schedule for plumbing work.

13. In case of service work where work cannot be performed as piece-work according to the agreements on piece rates, hourly pay rates for the work are agreed.
Chapter 7
Pension

Article 24  Pension and health scheme

1. Enterprises pay pension contribution to PensionDanmark 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 and associations 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.

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 make the payment of the employees’ part 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 see the instructions from PensionDanmark.

Increased pension contribution during maternity leave

5. An additional pension contribution is paid during the 14-week maternity leave for employees with the required length of service at the expected time of childbirth.

The contribution amounts to: per month............... DKK 2,040.00 per hour ................................................................. DKK 12.75

The enterprise pays two-thirds of the total contribution amount and the employee pays one-third.
Health scheme

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

7. 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.

8. 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.

9. 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.

10. 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 8
Sickness, child’s first sick day, etc.

Article 25  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 during 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 above does not apply to absence due to injury suffered in the enterprise during the course of work.

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

Interruption of length of service
7. Length of service in the enterprise is not considered to be interrupted in connection with:
   - sickness of up to three months
   - call-up for military service (but only up to three months)
   - maternity 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 inconvenience allowances during the period of sickness.

10. If the expected loss of earnings per hour is not known, sick pay is calculated based on the employee’s earnings during the last four
weeks prior to the absence, including systematically occurring inconvenience allowances but not irregular payments which are not related to the hours worked during 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 multiplication of the number of hours by DKK 143.00/145.00/147.00 respectively.

Sickness/accident during the course of a working day

12. If an employee becomes unable to work due to falling sick or suffering from an accident during the working day, the 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 26 Child’s first sick day

1. Employees and employees undergoing training are given time off if it is necessary in order to take care of the employee’s sick child/children under 14 years of age who lives/live in the employee’s home.

2. The time-off is granted only to one of the child’s parents 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 27  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. This rule applies to children below the age of 14.
2. The time off is granted only to one of the holders of parental responsibility over the child and only for a total of up to one week per child during a 12-month period.
3. At the request of the enterprise, the employee must present evidence of hospitalisation.
4. The employee receives the same pay for the day off as for a day of absence due to the employee's own sickness.

**Article 28  Childcare days**

1. Employees and employees undergoing training who are entitled to child’s first sick day are entitled to two childcare days per holiday year. An employee may take a maximum of two childcare days per holiday year irrespective of how many children the employee has. The rule applies to children under the age of 14.
2. The days must be taken according to agreement between the enterprise and the employee with due regard to the best interests of the enterprise.
3. The childcare days are without pay, but the employee may – following a request to this effect – be paid an amount from his or her public holiday and floating holiday allowances accounts.
Article 29  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 same conditions, employees on paternity leave are paid for a period of up to two weeks.

Parental leave
4. Subject to the same conditions, the enterprise pays employees on parental leave for a period of up to 13 weeks. Each of the parents is entitled to five out of the above 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 give the enterprise three weeks' notice about his/her decision to take the 13-weeks’ parental leave. 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.

6. 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.

Payment during parental leave until 1 July 2017

7. Payment during parental leave corresponds to the wage the parent concerned would have received in the period, however up to the following hourly maximum from the beginning of the pay week that includes:

1 March 2017 ................................................................. DKK 141.00

Payment during parental leave after 1 July 2017

8. Payment during parental leave is full pay.

9. Pay during parental leave is calculated as the employee’s expected loss of income per working hours including systematically occurring nuisance compensation during the leave period.

10. If the expected loss of income per working hours is unknown, the pay during the leave is calculated on the basis of earnings in the last 13 weeks prior to the start of the leave. Earnings include systematically occurring nuisance compensation but not irregular payments with no relation to the working hours performed in the period. Any piecework surplus in the 13-week period is included pro rata with the hours that relate to the piecework surplus.

11. If the number of working hours performed in the preceding 13-week period is unknown, the number of hours is calculated on the basis of working hours of 37 hours a week.

12. Payment is conditional on the enterprise being entitled to a refund equivalent to the maximum unemployment benefit rate. If the refund amounts to less, payment to the employee is reduced correspondingly.
Chapter 9
Holiday and public holiday provisions

Article 30  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 31  Taking 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 holidays 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 ten days must be taken 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 all must 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.

Collective 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 compensation on the grounds of the closure.

Collective 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.

Article 32  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.
   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.
   The employee must report sickness to the enterprise in the ordinary manner.
   When the employee reports back to work, he must notify the enterprise whether he 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 collective holiday closure**

2. If an employee falls sick after the beginning of a collective 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.

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

3. If an employee who had fallen sick prior to the beginning of a collective holiday closure reports fit for duty during the closure, the employee resumes work and is entitled to have his 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 sickness is taken immediately after the originally scheduled holiday, unless otherwise agreed.

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**Article 33 Transfer of holidays**

1. It may be agreed at the local level that accrued but untaken days of holiday leave 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 agreements with regard to the transfer of holidays.
5. If an employee who has transferred his holiday resigns before all holidays have been taken, he 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 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 34  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 remuneration for work during the employment.

**Calculation of holiday allowance for sickness periods**

3. The enterprise also pays holiday allowance pursuant to the provisions of section 25 of the Danish Holiday with Pay Act from the second day of absence due to sickness for the periods during which the employee was absent due to sickness or injury in the holiday qualifying year.

4. Holiday allowance 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>Skilled employees</th>
<th>Copenhagen</th>
<th>Regional districts</th>
</tr>
</thead>
<tbody>
<tr>
<td></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 35 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 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 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 their holiday cards 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
   - Contribution to the Danish Labour Market Supplementary Pension Scheme (ATP)
   and other available pay processing information.

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

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

**Issue of residual holiday card**

12. If an employee does not take the whole of the holiday he has accumulated 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.

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**Article 36  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 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 must sign his 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 period 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 37  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 (1 May) 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 which 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 in accordance with the provisions of Article 32 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 to submit a written request to the enterprise to pay the amount on a form approved by the Agency for Labour Market and Recruitment, and the amount will be paid to the holiday fund; see Article 39.

Article 38 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 Contracting Industry’s Holiday Fund (Entreprenørfaget’s 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 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 counter-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 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 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 Danish Metal Workers’ Union or the Danish Union of Plumbers and Allied Workers once the Danish Construction Association has received a due claim from one of the unions, i.e. the relevant holiday card or other documentation for entitlement to holiday pay. Subsequently the unions settle the accounts with the member(s) concerned.

If payment is made by the Danish Construction Association, the unions are obliged to assign the claim to the Danish Construction Association on behalf of its members.
Article 39  Uncollected holiday allowance

Unless an approved scheme has been agreed, see section 36 of Danish Act No. 396 of 31 May 2000 as amended, holiday allowances not collected by the end of the holiday year, within which the holiday should have been taken, will accrue to the Labour Market Holiday Fund and be paid by the enterprise to:

Labour Market Holiday Fund
Vognmagergade 7, P O Box 1192
DK-1011 Copenhagen K.
Giro account 5 26 06 20.

Article 40  Payment for public holidays, floating holidays, additional holidays for senior employees and childcare days

Accrual
1. Payment 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 rate is increased to .........................................................9.30%

From the beginning of the pay week which includes 1 March 2019 the rate is increased to .........................................................9.90%

The rates 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.

Public holidays include:


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

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

Payment of advances

4. Advances are paid together with wages for the pay period in which the public holiday(s), floating holiday(s), additional holiday(s) for senior employees or childcare day(s) fall.

If payment cannot be made due to holiday leave or closure, the advance is paid on the first following payday.

Right to advance payment

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

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

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

Death
10. In the event of death, the accrued payment for public holidays and floating holidays becomes part of the estate of the deceased.
Guarantee
11. The Danish Construction Association guarantees payment for public holiday 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 resignation.

Article 41 Senior agreement

Accumulation
1. Up to five years before the calendar year in which the employee qualifies for a state pension, the enterprise and the employee may agree in writing that of the pension contribution of 12%, see Art 24, up to 10% can be deposited in the employee’s public holiday account.

Taking of holidays
2. In the calendar years in which the public holiday allowance is accumulated, it may also be agreed that the employee works reduced hours or takes additional holidays for senior employees. However, the number of additional holidays for senior employees must not cause the public holiday account to go into deficit.

3. Unless otherwise agreed, the employee must notify the enterprise in writing by 31 December whether the employee wishes to enter into a senior agreement with additional holidays for senior employees in the coming calendar year and, if so, the part of the pension contribution the employee wishes to deposit in the public holiday account.

4. Moreover, the employee must inform the enterprise of the number of additional holidays for senior employees that the employee wishes to take in the coming calendar year. 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 the additional holidays for senior employees
6. Unless otherwise agreed, the additional holidays for senior employees must be taken according to the same rules that apply to taking residual holidays.

Advance payment
7. Senior advance payment is paid according to the provisions pursuant to Article 38, 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 the weekly working hours, the converted pension contribution may be paid regularly as a pay supplement. The conversion will not change the existing basis of calculation provided for by the collective agreement and is thus cost-neutral for the enterprise.

Note
9. This scheme will be included in the collective agreement, provided that the funds saved can be guaranteed in the event of bankruptcy. If there is security indicating that LG will cover the accumulated funds, The Danish Construction Association will be able to cover entitlements by means of the holiday guarantee scheme.

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

Article 42  Shop steward rules

Where are shop stewards elected
1. At every enterprise, the employed employees and apprentices select from among themselves a shop steward to be their representative vis-à-vis the enterprise and its representative. Apprentices are not eligible.
   In respect of large enterprises, a shop steward may, subject to local agreement, be elected for each workshop and workplace.

Shop steward election
2. Shop stewards are elected by written ballot from among the employees who at the time of the election are employed in the enterprise or workshop concerned, and the election is only regarded as valid when more than half the employees employed there have voted in favour of the person concerned.

Who may be elected
3. Only employees who are members of the Danish Metal Workers' Union or the Danish Union of Plumbers and Allied Workers are entitled to vote.
4. Shop stewards must be elected from among employees with generally recognised high competencies, who are members of the union, and who have been employed in the relevant workplace for at least one of the past two years. If a minimum of four such employees cannot be found, the number of eligible persons is supplemented with the members with the longest time of service Shop stewards are not elected in workplaces with four or less employees unless desired by both parties.
5. Trainees may not elect 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

6. 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.

NOTE:

The union promises that employees who are elected as shop stewards, and who have not attended a shop steward training course prior to the election, attend such training as soon as possible after the election. If the Danish Construction Association assesses that special circumstances make it inexpedient that shop stewards are elected for the employees in each workshop or for members of each union represented there, the Danish Metal Workers’ Union accepts to initiate negotiations with the Danish Construction Association about this for the purpose of simplifying local negotiations and hence making them more efficient, as well as seeking to remove inconvenient job demarcations.

Professional updating of former shop stewards

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

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

9. The employee receives pay pursuant to Article 25 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.
10. Support to the professional updating may be granted from the Building and Construction Industry's Development Fund (Bygge- og Anlægsbranchens Udviklingsfond).

11. The election is not valid until it has been approved by the union and the union has informed the Danish Construction Association that it has done so. However, the protection of the shop steward takes effect when the enterprise has been informed of the election.

12. In the event that the Danish Construction Association considers any objection to the election of a shop steward as being justified according to the collective agreement, the Danish Construction Association is entitled to protest to the union against the election. If, within three weeks of having received notice from the union about the election, the Danish Construction Association makes use of its above right to object, the matter is not considered to be settled until it has been finally considered in accordance with the industrial disputes procedure. Such matters must in all circumstances be considered in accordance with the time limits laid down in the procedure for the settlement of industrial disputes.

Shop steward's duties

13. It is the duty of the shop steward, both to his organisation and to the enterprise, to do his best to maintain and promote good relations between the parties in the workplace (similar duties rest on the enterprise and its representative).

14. The shop steward acts as a spokesperson for the employees among whom he is elected, and as such he may submit proposals, recommendations and complaints from the employees to the enterprise.

15. In enterprises where no safety organisation exists, the shop steward may file complaints and make recommendations to the enterprise regarding health and safety issues.

16. Generally, the organisations agree that health and safety matters should be brought before the organisations for considerations, also where a safety organisation exists. However, where safety committees do exist, complaints must first have been considered by the safety organisation of the enterprise, and, if no solution is found, the
complaining party submits its request for organisational consideration through its organisation. Such request must be accompanied by minutes of the safety organisation meeting at which the matter was considered, and the shop steward(s) for the relevant area must be informed of the request forwarded.

17. If no satisfactory solution is found after the shop steward's complaint to the enterprise, the shop steward is free to request his organisation, possibly the local branch, to handle the matter, but work must be continued undisturbed, the parties awaiting the result of the organisations' consideration of the matter.

18. In the event of imminent dismissals, the shop steward must be kept informed as much as possible. Generally, the shop steward is entitled to present a complaint in the event of any unreasonable engagements or dismissals.

19. The Danish Construction Association accepts to take up such matters for debate with the union when special circumstances render it reasonable.

20. The shop steward must perform the duties conferred on him in such manner as to cause the least possible inconvenience to his productive work.

   If the performance of his duties renders it necessary for him to leave his work, he must make a prior agreement to this effect with the representative of the enterprise.

21. If, at the instance of the enterprise and within the normal working hours of the enterprise, the shop steward is occupied with matters relating to the enterprise and the employees, this must not cause the shop steward to lose income.

22. The shop stewards acting in the enterprise from time to time also act as shop stewards for employees under the age of 18 working there.

**Note**

Regarding full or part remuneration of shop stewards and senior shop stewards.

The Danish Construction Association has declared that it will not oppose that local agreements are made on full or part remuneration
of shop stewards or senior shop stewards, where the local parties find this reasonable and expedient, for example considering the number of employees for which the shop steward or the senior shop steward, respectively, has been elected. Generally, the Danish Construction Association accepts to take up such matters for debate with the union when the union deems that special circumstances render such debate reasonable.

Where a shop steward with whom an agreement has been made about full or part remuneration resigns, the agreement is not transferred to his successor unless a new agreement is made. Any local agreements of this nature may be terminated according to the provisions of Article 62, paragraph 2, of the collective agreement.

**Shop steward meetings**

23. The organisations agree to recommend that employees and enterprises cooperate in the efforts to modernise the individual enterprises and promote production. With this aim in view, the enterprise is – where a works council in accordance with the agreement of 9 June 1986 between the central organisations has not been established – obliged, after request from the shop steward, to summon the shop steward once every quarter to discuss with him workshop technical and similar matters, including informing him about the financial and employment prospects of the enterprise. Extraordinary meetings may be held when either party so requests, stating the business to be transacted at the meeting.

24. Shop steward meetings are generally held outside working hours, and the enterprise pays the shop steward a fee of the same amount as the amount mentioned in clause 6(6) of the cooperation agreement for each ordinary meeting. The same amount is paid for extraordinary meetings arranged at the instance of the enterprise.

25. Where shop steward meetings are held partly during working hours, partly outside working hours, a fee of the same amount as that mentioned in clause 6(6) of the cooperation agreement is paid, and moreover, for the part of the meeting held during working hours, an amount according to paragraph 15.

26. If shop steward meetings are held during working hours, only compensation for loss of earnings in accordance with paragraph 15 is
paid for ordinary meetings as well as for extraordinary meetings arranged at the instance of the enterprise.

**Termination of the shop steward position**

27. The grounds given for the dismissal of a shop steward must be compelling, and the enterprise is obliged to give the shop steward five months' notice. However, if a shop steward has acted as such for a continuous period of at least five years, he is entitled to six months' notice.

28. During the period of notice, the shop steward's employment may not be interrupted before his organisation has had the opportunity to try the justice of the dismissal by way of the industrial disputes procedure. Such procedure must be initiated within a week and be completed as soon as possible.

29. If a shop steward is dismissed because shortage of work makes it absolutely necessary, the work team may not be interrupted during the period of notice, before the shop steward's organisation has had the opportunity to try the justification of the dismissal by way of the industrial disputes procedure.

To have suspensory effect, the procedure must be initiated within one week.

30. If the shop steward is dismissed because of a shortage of work, the above duty of notice lapses, but in such cases the shop steward is entitled to 56 days' notice, unless he is entitled to a longer notice in accordance with Article 48 of the collective agreement, to the provisions of which he is generally subject.

31. The organisations agree that the industrial disputes procedure in connection with the dismissal of shop stewards in the event of a shortage of work is accelerated as much as possible in order that the industrial disputes procedure is, insofar as possible, completed before the end of the notice period.

32. If the union assesses that the dismissal is unfair, the opposing party is obliged to have the matter decided by arbitration.

33. A shop steward who is elected during a period with a large number of employees stops acting as shop steward if, in a continuous period of three months, the number of employees has been four or
less, unless both parties wish the position of shop steward to be maintained.

34. In the event of dismissal from the enterprise within one year after his resignation from the position of shop steward, an employee who stops being a shop steward after having acted as such for at least one year, and who remains employed in the enterprise, is entitled to four weeks' notice in addition to the notice given in accordance with Article 48. This rule only applies to resigned shop stewards.

**Senior shop steward**

35. In enterprises with three or more shop stewards, the parties agree that it may be expedient that the shop stewards select a senior shop steward from among themselves, who in common matters, such as the timing of working hours, hygiene, canteen and days off, can act as the shop steward of all employees in relation to the enterprise or its representative. The enterprise must immediately be notified of the election of a senior shop steward.

36. The senior shop steward may in no circumstances interfere in matters regarding the usual functions of individual shop stewards within their respective departments, unless the management of the enterprise and the shop stewards affected agree otherwise.

37. In enterprises that have several branches in the same town, and where a shop steward has been elected in such branches, a senior shop steward may, if the local parties are in agreement, be elected to act as senior shop steward for all branches; see paragraph 29.

**Substitute shop steward**

38. 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. In the period of his duty, such appointed substitute enjoys the same protection as the elected shop steward, provided that he fulfils the conditions for being elected as shop steward.

39. Where employees work in several shifts, the shop steward may, on the shifts where he is not working, and which comprise at least five
members of the union, appoint a substitute who, on the shop steward's behalf, can seek to elucidate or settle any disputes or, if the circumstances prevent a solution, bring the matter before the shop steward. The enterprise must immediately be notified of the name of such substitute.

**Union club rules and mutual agreements among employees**

40. If the employees in a workplace join in a union club, the shop steward must be chairman.

41. If the employees make agreements about work or other matters in the workplace, which agreements may not be contrary to existing collective agreements, the shop steward must immediately be notified of such agreements and, like union club rules, the shop steward must immediately report such agreements to the union for its approval. The union subsequently notifies the Danish Construction Association. Without the union's approval, such agreements or adoptions have no effect.

**Article 43 Collaboration**

**Works councils**

1. Enterprises with an average workforce of 35 employees over the past year may set up a works councils 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 works council 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 works council in a group of undertakings, the parties agree that, provided that the management and the employee representatives agree, a group works council may be established as the only works council for all the enterprises within the group.

4. If a senior shop steward has been elected in the group, he is ex officio deputy chairperson of the group works council. If no senior shop
steward has been elected in the group, the deputy chairperson of the group works committee is selected from among the shop stewards in the group.

Collaboration committee

5. The Danish Construction Association and the unions within the Federation of Building, Construction and Wood Workers' Unions (BAT) will set up a collaboration committee.

6. The tasks of the collaboration committee will be to prepare and provide information and guidelines aiming at the promotion of cooperation to enterprise managements, employees and members of works councils.

The collaboration committee will deal with cases involving breach of the cooperation agreement and seek resolution of matters in dispute before resorting to the Board of Collaboration between DA and LO.

Article 44  Cooperation and occupational health and safety

1. Good cooperation between the management and employees 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 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 per working hour is ................................ DKK 0.45
   From the beginning of the pay week which includes 1 March 2018 the contribution per working hour is ................................ 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 11
Training and education

Article 45  Further training and education

1. The organisations agree that with due consideration to the interests of the enterprise, employees may be given the necessary time off to participate in further training and education courses and other vocational training.

2. The parties to the collective agreement 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.

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

Training to laid off employees

4. Employees who have been continuously employed in an enterprises for at least three years, and who are laid off due to restructuring, cutbacks, closure or other reasons on the part of the enterprise, are entitled to participate in a relevant course. The duration of the course may not exceed two weeks, and the expenses of course participation as well as any loss of earnings during the course period is paid by the enterprise insofar as such expenses are not covered by the state or others.

If an employee is unable to participate in the course during the period of notice, he is entitled to participate in a course on similar terms within 56 days after his resignation if he is still a job seeker. However, the above provisions will not apply to employees who in connection with previous resignation from the same enterprise were covered by this provision or who are entitled to early retirement pension or pension from the enterprise or from the state.
Article 46  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 actual effective working hour. 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 47  Construction and Civil Engineering Sectors’ Development Fund

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

Time off for training and education

2. 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.

3. 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 pursuant to the training plan.

4. When an employee changes job to another enterprise within the scope of the collective agreement, training arranged as part of the employee’s personal training plan may be continued in the new enterprise, due consideration being paid to the enterprise’s operations.
Possible use of the Fund's means
5. 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
6. Enterprises pay contributions of DKK 520 per employee per year. The amount is converted to an amount per working hour.

Management and administration
7. 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
8. Enterprises may apply for financial means from the Fund.
9. 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.
10. The Fund develops an application form including detailed instructions for the payment of financial means from the Fund.

Dispute resolution
11. If one of the unions 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.
12. Specific disputes may be resolved by way of the industrial disputes procedure; see Article 50, but not by way of industrial arbitration.
Notices of termination

1. Within the first six months of employment, neither party is obliged to give any notice in connection with the termination of employment.

2. The following notices of termination apply to employees who, except for the interruptions mentioned in paragraph 4, have been continuously employed in the same enterprise in the below mentioned periods – including apprenticeship periods:

**On the part of the enterprise:**
- After 6 months’ employment: 14 days
- After 9 months’ employment: 21 days
- After 2 years’ employment: 28 days
- After 3 years’ employment: 56 days
- After 6 years’ employment: 70 days

Employees who have attained the age of 50:
- After 9 years’ employment: 90 days

**On the part of the employee:**
- After 6 months’ employment: 7 days
- After 3 years’ employment: 14 days
- After 6 year’s employment: 21 days
- After 9 years’ employment: 28 days

The length of service at the time when notice is given determines the above notices of termination.

3. Running days are always used in connection with notices of termination, whereas only lost workdays are used in connection with compensation for lack of notice (see paragraph 11).

Interruptions do not include:
- Sickness, which is reported to the enterprise without undue delay.
- Call up for continued military service.
- Maternity leave.
- Work interruption due to machinery breakdown, shortage of materials, etc., provided that the employee resumes the work when given the possibility by the enterprise.

4. If a period of absence due to sickness, continued military service or maternity leave lasts for more than four months, only the first four months are included in the calculation of length of service.

5. Employees who are permanent members of works councils and work study committees, and who do not already enjoy protection in their capacity as shop stewards or health and safety representatives, are entitled to one month’s notice in addition to the notice stated in paragraph 2 in the event of dismissal from the enterprise. This special notice of termination lapses according to the same rules as those applying to shop stewards.

**Notice during sickness and holiday**

6. Employees who according to the provisions in paragraph 1 are entitled to notice of termination may not be given notice within the first four months of the period in which they are incapacitated for work due to sickness evidenced by medical certificate.

If the incapacitation is due to injury during work in the enterprise through no fault of the employee, the employee may not be given notice within the first six months of the period in which he is incapacitated for work due to an injury evidenced by medical certificate. The provisions only apply to permanent workplaces.

7. Since notices of termination in accordance with paragraph 3 is reckoned in running days, days of holiday leave may be included in the notice. If either party wishes the employment relationship to end in connection with holidays and any public holidays or other days off in connection with the holidays of a total of three weeks’ duration, the notice must be given in such manner as to allow at least 21 working days before the holiday period for the purpose of seeking new employment or new labour, respectively.
Lapse of notices of termination

8. In the event of employment for specified ship repair work, the duration of which does not exceed 35 days; in the event of unemployment due to other workers' work stoppage; and at the occurrence of machine stoppage, shortage of materials and other force majeure\(^1\) that stops operations in whole or in part, the notice of termination lapses.

9. No notices of termination apply to employees employed to perform specific construction work outside the area of the enterprise.

Time-off in connection with dismissal

10. Employees who, due to restructuring, cutbacks, closure or other reasons on the part of the enterprise, are dismissed after 1 May 2014 with the notice period provided for in the collective agreement 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.

Recovery of length of service

11. Employees who are dismissed after having become entitled to notice in accordance with paragraph 1, or who are interrupted in their work due to shortage of work or one of the reasons mentioned in paragraph 3, but who resume work when offered work within a period of one year, maintain the length of service previously obtained in the enterprise.

Compensation for lack of notice

12. If an employee, who according to the above is entitled to receive notice, is dismissed for a reason beyond his control without being given the notice to which he is entitled, or if such employee leaves the enterprise without giving at least the notice to which he is obliged, the party having set aside its duty to give notice must pay

\(^1\) Force majeure includes unforeseen changes in the times of arrival and departure of ships for repair.
compensation in an amount equivalent to the employee's usual wages for work paid by the hour for the number of working days during which the non-compliance occurs.

13. If an employee who have received or paid compensation for lack of notice on dismissal or termination is re-employed before the end of the period of notice, the party having paid compensation is entitled to demand that the part of the compensation that corresponds to the remaining part of the period of notice be repaid.

Irrespective of the employee's duty to give notice, the enterprise should not refuse to make an agreement to the effect that the employee can resign immediately if the employee proves that he has been offered a permanent position or similar, the commencement of which makes it impossible for him to adhere to the notice period.

**Note**

**Plumbers and pipe fitters**

The following rules of termination apply to enterprises employing plumbers and pipe fitters:

14. The following notice periods apply to employees who have been employed in the same enterprise for at least six months without other interruption:

On the part of the enterprise: ......................... 10 working days
On the part of the employee: ......................... 5 working days

The duration of the apprenticeship after the apprentice has attained the age of 18 is included in length of service. Prior to the conclusion of the apprenticeship, the apprentice must be given a notice of ten working days, provided that the enterprise does not wish the employment to continue after the expiration of the apprenticeship contract.

15. If an employee who according to the above requirement is entitled to a notice period is dismissed for a reason beyond his control without the notice to which he is entitled, the enterprise must pay compensation in an amount equivalent to the employee's average earnings for the quarter most recently ended (i.e. his average earnings from piecework and hourly wages).
16. If an employee leaves the enterprise without giving at least the notice to which he is obliged, he must pay compensation to the enterprise in an amount equivalent to his normal wages for hourly paid work for the number of working days during which the non-compliance occurs.

17. Employees whose employment is temporarily interrupted due to shortage of work recover the length of service obtained and any notice periods on re-employment in the enterprise within 90 working days.

18. Employees chiefly commence employment at the beginning of working hours on Monday. Employees may only resign at the end of a calendar week.

19. As regards employee who according to the above are entitled to a notice period, neither party may give notice during holidays.

20. An employee who has been employed in the enterprise for a continuous period of nine months may not be given notice within the first three months of a period of absence that is due to sickness or injury. It is a condition that the employee concerned is entitled to benefits pursuant to the Danish Sickness Benefit Act (Sygedagpenge-loven).

**Article 49  Temporary layoff**

1. Employees may be temporarily laid off due to bad weather or shortage of materials in accordance with the guidelines to the Executive Order on Employer's Obligation to Pay Daily Cash Unemployment Benefits.

2. In connection with temporary layoff due to bad weather, employees are excepted from the notice rules laid down in the collective agreement. The enterprise is obliged to sign a certificate of release.

3. An enterprise may not give notice to its employees during periods of temporary layoff due to bad weather.

4. The period of temporary layoff due to bad weather is included in the employees' length of service.
5. Normally, shop stewards and health and safety representatives may not be temporarily laid off unless compelling grounds exist.
Chapter 13
Procedure for the settlement of industrial disputes

Article 50  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 rules.
2. If an industrial dispute occurs in an enterprise within the scope of the present collective agreement, the parties in the enterprise or in the workplace must make an attempt to settle the dispute at 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 desires, an organisation representative may assist in the negotiations.
4. The parties are obliged to record the result of the negotiations conducted in minutes to be signed by both parties.

Mediation
5. If the dispute cannot be resolved at the local level, the parties may, via their respective organisations, request that it be submitted to mediation.
6. A mediation meeting must be held in any case if one of the parties so desires.
7. 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 minutes of the local negotiations if such have taken place.
8. 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.
9. At the mediation meeting, negotiations are resumed with the help of mediators who represent the respective organisations. Each organisation is represented by at least one mediator who 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**

10. If the organisations agree, before a dispute is submitted to the Labour Court or to arbitration, it may be discussed at a meeting of the organisations.

11. A request for such meeting must be made to the opposing organisation in the dispute within four weeks of the date of the mediation meeting.

12. Every effort should be made to hold the meeting of the organisations within three weeks of the receipt of the request for such meeting from the opposing organisation. The date is agreed between the organisations.

13. During 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.

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

15. Minutes of the negotiations are taken, including a list of the issues which have been resolved as well as the matters on which agreement has not been reached. The minutes are then signed by the leaders of the negotiations, the result of the negotiations being binding for the parties.

16. If the union proves circumstances which give reason for presuming 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 is obliged to demonstrate to the Danish Construction Association that the provisions of the collective agreement have been observed.

On request, the Danish Construction Association presents the documentation to the union.
If, in the course of negotiations, it is ascertained that the provisions of the collective agreement have been observed, the case is closed.

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

**Industrial arbitration**

17. If the procedure described above for the settlement of industrial disputes does not bring a resolution, the dispute may – if it concerns the interpretation of an existing standard agreement regarding wages or the provisions of a valid collective agreement between the organisations –, on request of one of the organisations, be passed to arbitration.

18. 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.

19. The application 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.

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

21. 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.

22. Professional disputes are considered by an umpire who is a specialist in the relevant industry, and legal disputes by an umpire who is a lawyer.
23. 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.

24. 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.

25. If the organisations find it relevant, they may jointly elect a permanent professional umpire and/or legal umpire for a period of up to one calendar year at a time. The umpires are eligible for re-election.

26. No later than 20 working days prior to the hearing before the arbitration tribunal, the complainant organisation sends a statement of its claim, including case documents which it is going to submit during the hearing, to the opposing party and the umpire.

27. No later than ten working days prior to the hearing before the arbitration tribunal, the respondent organisation sends, in the same manner, its statement of defence together with any attachments to the opposing party and the umpire.

28. Any exchange of reply and rejoinder must be made not later than six working days before the arbitration proceedings by the claimant and not later than two working days before the arbitration proceedings by the respondent, respectively.

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

30. The umpire acts as the chairman of the tribunal and leads the proceedings. Following deliberation, the matter is put to the vote and decided by a simple majority of votes.

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

32. No one may be a member of the mediation committee or the arbitration tribunal in a case involving issues concerning the working conditions in a workplace in which the person concerned has a personal interest.
Conflict
33. The present procedure for the settlement of industrial disputes does not restrict the right of the organisations or their members to stage a work stoppage based on the decision of the Confederation of Danish Employers or the Danish Confederation of Trade Unions without prior mediation or arbitration proceedings.

Deadlines
34. 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.
35. 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
36. Amounts due for payment in accordance with mediation or the arbitration award are paid on the next pay day but at the earliest five days after the award and the distribution list were sent to and received by the parties to the case.

Article 51 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 regarding summary dismissal at the mediation meeting, the parties may request that the dispute be settled by way of arbitration.
3. If such application for arbitration has been made, the parties may additionally request a meeting of the organisations and/or a negotiation meeting, provided that such meeting may be held without changing the date of the hearing by the arbitration tribunal.
4. The organisation desiring the case to be passed on for 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 52  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 serious 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 the 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. Such meeting is, apart from the parties to the collective agreement, attended by the ordering enterprise 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. It rests with the subcontractor to prove that the provisions of the collective agreement have been observed.

9. Furthermore, at the meeting of the organisations the parties may discuss the fact that the subcontractor has not acceded to the collective agreement.

   If any of the relevant background information cannot be presented at the meeting, 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 which concerns him requires his 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 initial ordering enterprise and urge the ordering enterprise 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)

Provisions applicable in the 2017-2020 term of the collective agreement

Scope

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

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

Circumvention

19. The parties agree to counteract circumvention of the provisions of collective agreements.
20. The determination of whether the provisions of a collective agreement have been circumvented is based on an assessment of the following parameters, where the collective agreement provisions may have been circumvented if

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

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

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

- whether, if it becomes aware that an industrial case will be raised, the client withhold payments; or

- the client helps to satisfy the outstanding payment from the subcontractor; or

- whether the client has planned and implemented regular and adequate control of whether the subcontractor meets the requirements of the collective agreement.

Industrial procedure

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

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

24. Where the arbitration tribunal fixes a penalty, it must be proportional to the nature of the offence, and it must be taken into account as general guidelines whether
- the client has previously been convicted of violations
- the client – during the performance of the work – contributed to ensuring that the collective agreement provisions were observed
- it is a case of a repeated offence
- the client has carried out reasonable control of the subcontractor as to whether pay and working conditions met the requirements of the collective agreement
- or if, overall, there are other mitigating circumstances.

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

**Briefing the unions**

26. The enterprise is responsible for sending documentation to the United Federation of Danish Workers so that any additional payment requirement can be fulfilled after the organisation meeting or professional arbitration.

**Confidentiality**

27. The parties agree that any pay details provided must be treated as confidential and may only be used as part of the conciliation or arbitration process of the matter and that they may not be used in any form of publication unless the case is concluded by professional arbitration or the industrial court.
Article 53  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 54  Urgent cases

If a dispute arises between an enterprise and an employee 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 55  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 on "General Agreement of 1973 with amendments of 1 March 1987 and 1 October 1992 between the Confederation of Danish Employers and the Danish Confederation of Trade Unions”.

Article 56  Conflicts inconsistent with the provisions of the collective agreement

1. If an enterprise or its employees judge that there is a risk of conflicts inconsistent with the provisions of the collective agreement, negotiations between the parties to the collective agreement and
the local parties must on 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 parties 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 rules regarding the resolution of conflicts inconsistent with the provisions of the collective agreement; see the relevant provisions of the General Agreement.
Chapter 14
Equal Remuneration Board

Article 57  Equal Remuneration Board

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 have been exhausted, i.e. that local negotiations, a mediation meeting and a meeting of the organisations have been held. 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.
Chapter 15
Other provisions

Article 58  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 59  Pilot schemes

1. Subject to local agreement and approval by the organisations, it may be agreed 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 agreement’s provisions on working hours, the introduction of alternative collaboration forms, job rotation, mixed work teams or common pay types for various trade groups.

2. In case of pilot schemes involving prolonged working hours, it may be agreed that pension contributions, accrued payment for public holidays and holiday allowance due for working hours in excess of 37 hours per week should be converted into a supplement to the employee’s wages.

Article 60  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 61  Circumvention of provisions of the collective agreement**

1. The parties to the collective agreement agree that if self-employed enterprises perform 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 procedure for the settlement of industrial disputes.

4. In the assessment of whether the provisions of the collective agreement have been circumvented, it must as a general guideline be taken into account whether the self-employed executes the managerial right of the works, is responsible for the quality of the work, is financially liable and bears the financial risk of the work.

5. Where it is unclear whether work is being performed as a contractual relationship in the construction and civil engineering sectors or as false self-employment, the Danish Metal Workers' Union and the Danish Union of Plumbers and Allied Workers may receive information about the name and CVR no. of the individual sub-contractor(s) and, if possible, information about which collective agreement applies to the sub-contractor.
1. An enterprise and its employees may make local, supplementary agreements about working conditions in the individual enterprise, including agreements about travel allowance and work away from the usual place of work, which, however, may not be contrary to this present collective agreement.

2. Local agreements, customs or regulations may – with the exceptions mentioned in paragraph 3 – be terminated by either party by giving two months' notice to expire on the first day of any month, unless an agreement on a longer notice has been concluded.

3. Notice of termination of local agreements on the use of work studies may, however, not be given at shorter notice than six months to expire on the first day of any month. Any minute or hour factors fixed in relation to such work study agreements are subject to the ordinary notice pursuant to paragraph 2.

4. In the event of notice being given in accordance with paragraphs 2 and 3, the party giving notice is under an obligation to arrange for local negotiations to be conducted and, if agreement cannot be reached, to refer the matter to a mediation meeting and possibly a meeting of the organisations.

5. The parties will not be released from the local agreement, custom or regulation before these general rules have been observed, even if it is past the date of expiry.

6. However, the above provisions only apply insofar as they are not set aside by the provisions of Articles 20, 21 and 23.

7. Where local agreements are concluded that materially change pay and working conditions, the enterprise informs the affected employees to the necessary extent.

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**Article 63  Mutual obligations**

The following applies to enterprises that were previously subject to the collective agreement between the Danish Union of Plumbers
and Allied Workers and the Federation of Danish Building Industries (BYG):

Prohibition against other provisions

1. It is considered a breach of this collective agreement if the contracting parties allow their members to carry out work or works on terms other than those provided for in this collective agreement.

Access to employ unskilled labour

2. Work within the scope of this collective agreement and price lists may also be performed by unskilled labour, but always on the terms of this collective agreement and price lists.

Information about agreements concluded

3. The Danish Union of Plumbers and Allied Workers and the Danish Metal Workers' Union are obliged to forward to the Danish Construction Association any negotiation results that affect the members of the Danish Construction Association's members who are engaged in plumbing, heating and sanitation work.

4. Changes usually enter into force for the members of the Danish Construction Association at the same time as they become effective for the members of the Danish Union of Plumbers and Allied Workers and the Danish Metal Workers' Union, but not earlier than one month after the Danish Construction Association has received them in a printed version.

Exceptions

5. Work involving the laying of diagonal slate on roofs and minor plumbing work (i.e. work of less than one day's duration) are exempted from the above agreement on preferential provisions.

Article 64 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 65  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 66  Term of the collective agreement**

The parties to the collective agreement agree that this present collective agreement and associated, negotiated protocols 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, 13 March 2017

On behalf of the Danish Construction Association:

On behalf of the Danish Metal Workers' Union:

On behalf of the Danish Union of Plumbers and Allied Workers:
Chapter 16
Provisions relating to apprentices I

Article 1 Scope

1. The provisions laid down in this agreement apply to apprentices and adult apprentices employed under the provisions of the Danish Vocational Education and Training Act (Lov om Erhvervsuddannelse), including apprentices in the training programmes laid down in Article 1, paragraph 1 of Annex IV.

2. Moreover, the provisions cover other apprentices being trained by adults and covered by the Industrial Agreement concluded between the Confederation of Danish Industries and DIO I.

Basic vocational education and training

3. Except for Articles 2, 16 and 17, the provisions relating to apprentices apply to trainees under the practical training part of the basic vocational education and training programme (Erhvervsgrunduddannelsen – EGU).

4. The Industrial Agreement concluded between CO-Industri and DIO I applies to all matters not mentioned in these present provisions relating to apprentices.
CHAPTER I. Cooperation

Article 2 Local cooperation

1. Pursuant to the cooperation agreement of the central organisations, matters relating to the training of apprentices in the individual enterprise may be considered by the works council where such council exists. If any dispute between the parties cannot be settled by the works council, the matter must be heard in accordance with the provisions of the Vocational Education and Training Act.

2. In enterprises with at least four apprentices in the trades stated in Article 1 and Annex IV, the apprentices must have the opportunity to elect a spokesman. The spokesman is elected from among apprentices having received at least nine months' training in the enterprise after deduction of school attendance.

3. As a representative of the colleagues from among whom he was elected, the spokesman can submit proposals, recommendations and complaints about training, and in enterprises in which no shop steward has been elected, also pay and working conditions, to the enterprise.

Together with the enterprise's management, the spokesman is obliged to make an effort to resolve any problems that may arise. The enterprise or the spokesman may, if desired, involve the adult employees' shop steward.

4. In cases where a subcommittee set up by the cooperation committee considers matters regarding on-the-job training of apprentices, the subcommittee must be supplemented with a spokesman for the apprentices.
CHAPTER II. Working hours

Article 3 Normal working hours

Normal working hours for apprentices must coincide with those fixed for the employees in the enterprise.

Article 4 Overtime

1. Working hours for apprentices under 18 years of age must usually not exceed the usual working hours for adults. Apprentices under 18 years of age must not be employed for more than a total of ten hours per day.

2. Work performed outside the normal daily working hours fixed during each week is paid at the same rate as that applying to adult employees; see Article 13 of the Industrial Agreement.

Article 5 Shift work

Apprentices who have attained the age of 18 may perform shift work together with adult employees according to the same guidelines and to the same extent as apply to adult employees. The shift work allowance is the same as for adult workers.

Article 6 Days off

In addition to public holidays as provided for from time to time by legislation, 1 May and 5 June (Constitution Day) and 24 December are full days off. Moreover, apprentices are covered by the provisions of the Industrial Agreement (Article 18). For these days, apprentices are paid wages in accordance with the rates fixed in Arti-
cle 8, paragraph 1. However, adult apprentices who are paid in accordance with Article 22 of the Industrial Agreement are covered by the provisions of Article 18, paragraph 1 and Article 25 of the Industrial Agreement.

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

<table>
<thead>
<tr>
<th>Article 7 Work requiring employees to work away from the usual place of work and work requiring employees to be away from their homes overnight</th>
</tr>
</thead>
</table>

Work requiring employees to work away from the usual place of work and work requiring employees to be away from their homes overnight are paid in accordance with Articles 19 and 20 of the Industrial Agreement.

Where an apprentice performs work requiring him to work away from the usual place of work and work requiring him to be away from the home overnight, any expenses incurred by the apprentice are paid by the enterprise. Any advance necessary for paying these expenses must be paid prior to the commencement of the work requiring employees to work away from the usual place of work and work requiring employees to be away from their homes overnight, and the apprentice must settle any outstanding accounts with the enterprise immediately after returning to the enterprise.
CHAPTER IV. Pay conditions

Article 8 Minimum wages

1. Minimum wages for apprentices both under and over the age of 18 amount to:

<table>
<thead>
<tr>
<th>Pay scale</th>
<th>1.3.2017</th>
<th>1.3.2018</th>
<th>1.3.2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 0-1 year</td>
<td>67.80</td>
<td>68.95</td>
<td>70.10</td>
</tr>
<tr>
<td>2. 1-2 years</td>
<td>76.90</td>
<td>78.20</td>
<td>79.50</td>
</tr>
<tr>
<td>3. 2-3 years</td>
<td>82.60</td>
<td>84.00</td>
<td>85.40</td>
</tr>
<tr>
<td>4. 3-4 years</td>
<td>95.60</td>
<td>97.20</td>
<td>98.90</td>
</tr>
<tr>
<td>5. over 4 years</td>
<td>115.60</td>
<td>117.55</td>
<td>119.55</td>
</tr>
</tbody>
</table>

All amounts are in DKK.

2. The above rates being minimum rates, the organisations agree that the enterprise should base the spreading of wages on a systematic evaluation where the individual apprentice’s skills and efforts in production are taken into account. Likewise, the nature of the work and any special nuisances connected with the performance of the work should be taken into account.

If, in the opinion of the union, the above provisions have not been complied with, DIO I is prepared to discuss the matter with the union.

Periods in school

3. Wages during periods in school are calculated on the basis of the enterprise’s normal weekly workings hours during the school periods.

Changes of rates and credits

4. Apprentices are transferred from rate 1 to rate 2:

   a. after the end of the first year of the training agreement if the training programme does not include an introductory basic programme in school (e.g. craft’s apprenticeship); or

   b. after having obtained a certificate for having passed the basic training course and six months’ practical training within the relevant training programme.
Where an apprentice gains merits due to previous employment and/or training or education, the lowest rates will be skipped.

Other apprentices
5. For other apprentices, see Article 1, paragraph 2, who are trained by adults covered by the collective agreement concluded between CO-industri and DIO I, wages are fixed by local agreement in the enterprise, but wages must be at least the amount stated in Article 8, paragraph 1.

Prolongation of the training programme
6. If the training period is prolonged for reasons beyond the control of the apprentice, including delays in school instruction and injury suffered in the enterprise, the minimum wages fixed for adult employees within the trade are paid during the extended training period.

If the training period is prolonged with the approval of the trade committee in connection with a transfer to another training institution or because of sickness, payment during the prolonged training period is at the rate applicable to the last step of the programme concerned.

Inconvenience allowance
7. The inconvenience allowances agreed locally for adult employees in the trade also apply to apprentices performing work under the same conditions as adult employees.

Danish Labour Market Supplementary Pension Scheme
8. After having attained the age of 16, apprentices are covered by the provisions regarding membership of the Danish Labour Market Supplementary Pension Scheme (Arbejdsmarkedets Tillægs pensions – ATP).

Protective footwear
9. Apprentices are covered by the rules on protective footwear; see appendix 7 to the Industrial Agreement.

Wages to adult apprentices
10. Adult apprentices
   a. Adult apprentices mean apprentices who have attained the age of 25 when the training agreement is concluded.
b. It is recommended that adult apprentices who are undergoing vocational training in accordance with the Danish Vocational Education and Training Act are paid in accordance with the provisions of Article 22 of the Industrial Agreement.

c. However, adult apprentices who have been employed by the enterprise concerned for at least 12 months prior to the conclusion of the training agreement are paid in accordance with Article 22 of the Industrial Agreement.

**Basic vocational education and training programme**

11. Trainees following the basic vocational education and training programme (EGU) are paid at the minimum rate of pay, steps 1 and 2, during their practical training period in the enterprise.

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**Article 9 Piecework and other incentive payment systems**

The organisations agree that apprentices may perform piecework and work under other incentive payment systems. However, apprentices should not normally perform independent piecework during their first year of training, whereas it is considered useful for reasons of training that apprentices are given such opportunity in the remaining part of their apprenticeship.

When performing piecework, the apprentice should be given the possibility of earning a suitable piecework bonus compared with the minimum rates stated in Article 8 if the output is reasonable.

Where apprentices participate in the piecework of adult workers, local agreements are made between the employer and the adult employees as to the amount at which the apprentice(s) take(s) part in such piecework. The apprentice(s) must be heard in connection with the conclusion of the agreement.

When the work has been completed, any piecework bonus is paid in accordance with the rules applying to adult pieceworkers.
CHAPTER V. Other provisions

Article 10 Sick pay

Apprentices are covered by the Danish Sickness Benefits Act (Lov om dagpenge ved sygdom eller fødsel), including its provisions concerning notification and evidence.
Where an apprentice falls ill or is injured in the workplace and has to leave his job according to prior agreement with the enterprise, the apprentice is paid wages corresponding to the loss of income suffered by the apprentice; see the note to Article 29, paragraph 2 of the Industrial Agreement.
If the apprentice is paid under the provisions on adult pay in the Industrial Agreement, the apprentice is paid in accordance with Article 28 of the Industrial Agreement in case of sickness and injury. Any entitlement of these apprentices to holiday pay during sickness is subject to the provisions of Article 40 of the Industrial Agreement.

Note 1
Danish Ministry of Employment, Act No. 563 of 9 June 2006 (the Sickness Benefits Act) provides that the enterprise has no obligation to pay sickness benefit for a period of sickness that occurs within the first eight weeks of employment. This provision does not apply to apprentices.

Note 2
If an apprentice repeatedly and without sufficient reason fails to provide evidence of absence due to sickness, the enterprise is entitled, according to section 61(1) of the Danish Vocational Education and Training Act to cancel the apprenticeship contract.

Article 11 Appearance before a draft board

The enterprise gives the apprentice the necessary time off for him to appear before a draft board. Immediately on being summoned to
appear before a draft board, the apprentice is obliged to inform the enterprise of the time he is to appear before the board. Payment for time spent in this connection, which must be limited to a minimum, is as stated in Article 8, paragraph 1.

Article 12 Training courses

1. Apprentices may be allowed time off without pay for a maximum of one week to participate in one of the unions' youth courses concerning collective agreements for apprentices.

2. After six months' employment in the same enterprise (including any periods in school), apprentices are entitled to apply for support from the Skills Development Fund for the Industrial Sector. Support is granted for participation in training and education in the apprentice's leisure time to the same extent and on the same terms as apply to other employees covered by the Industrial Agreement. The apprentice is not considered to be under notice of dismissal, although the training agreement is of limited duration.

Article 13 Pension and insurance

1. Generally, apprentices are not covered by the pension scheme mentioned in Article 34 of the Industrial Agreement, but a number of exceptions exist where apprentices must be enrolled in the pension scheme; see below.

2. Apprentices who, after having been covered by the pension scheme, commence vocational training in an enterprise within the area covered by the pension scheme continue to be covered during the training period.

3. Apprentices who start in a vocational education or training programme within the trade after having attained the age of 20 must be covered by the pension scheme when they have acquired two months’ service.
At 1 March 2018, the above paragraphs 1-3 will be replaced by the below paragraphs 1-4.

(At the same date, the numbering of the other paragraphs of the provision will change as a consequence.

1. Apprentices are covered by the pension scheme mentioned in Article 34 of the Industrial Agreement when they attain the age of 20 and have acquired two months' service.

2. Apprentices who commence vocational education before they turn 20 will until they attain the age of 20 be covered by the insurance scheme mentioned in paragraph 7.

3. Apprentices who commence vocational education in an enterprise within the area of the pension scheme after they have become covered by the pension scheme continue to be covered by the scheme during the vocational education period.

4. Apprentices who pursuant to section 55(2) of the Danish Vocational Training and Education Act are entitled to pension according to the rules of the collective agreement in another training area are not covered by paragraphs 1-3, regardless of the fact that payments are made to Industriens Pension.

5. Apprentices who have attained the age of 20 and who have served their apprenticeship will have acquired the necessary two months' service to be covered by the pension scheme if they continue their employment with the enterprise.

6. Adult apprentices continue in the pension scheme during the apprenticeship if they are covered by the scheme before they enter into the apprenticeship agreement. For adult apprentices, the apprenticeship may count as part of the two months' service required to enrol in the pension scheme.

7. Apprentices not already covered by an employer-paid pension or insurance scheme paid by the employer, whether in accordance with paragraph 3 or on another basis, are entitled to the following insurance benefits:
   - Disability pension
   - Disability lump-sum
   - Insurance against critical illness
• Life cover
Access to the benefits, the amount of the insurance sum and the terms of cover follow the guidelines in force from time to time for Industriens Pension. If, according to the guidelines, an employee has the option of making alternative combinations of benefits, such option may only be exercised if the employee pays any increase in cost.
The enterprise pays the costs of the scheme.
If the employee is transferred to being covered by Industriens Pension or another employer-paid pension scheme, the obligation of the enterprise according to this provision terminates.

CHAPTER VI. Holidays and public holidays

**Article 14 Holidays**

1. Apprentices employed by members of DIO I are covered by Article 40 of the Industrial Agreement.

**Supplementary holiday pay**

2. If apprentices have no entitlement to holiday allowance for all the holidays in the cases stated in section 9(1) and (2) of the Danish Holiday Act (*Ferieloven*), the enterprise pays wages as stipulated in Article 8, paragraph 1, of the provisions relating to apprentices in respect of the remaining number of days. Exempt from this provision are adult apprentices who are paid in accordance with the provisions of Article 22 of the Industrial Agreement.

**Holiday closure**

3. If an entire enterprise closes for the holidays and the adult apprentice is not entitled to holiday allowance for the entire period of the holiday closure, the adult apprentice is paid in accordance with the provisions of Article 22 of the Industrial Agreement, provided that such pay has been fixed in the training agreement. For adult apprentices who are not paid in accordance with Article 22 of the In-
dustrial Agreement but are paid a higher rate than that stated in Article 8, paragraph 1, of the provisions relating to apprentices, the minimum rates stated in Article 8, paragraph 1, apply in this situation.

### Article 15 Public holiday pay

1. Payment for public holidays is as stated in Article 8, paragraph 1. Adult apprentices who receive pay corresponding to that fixed in Article 22 of the Industrial Agreement are covered by the provisions of Article 25 of the Industrial Agreement.

2. No payment is made for public holidays falling on days on which work is normally not performed in the enterprise and which consequently cause no reduction in the normal pay for the week in question.

   The right to payment for public holidays as stipulated in paragraph 1 is forfeited if, without valid reason, the apprentice fails to attend for work on the last working day before and/or the first working day after the public holiday(s) and any adjoining holidays and/or days of closure.

3. Sickness evidenced by medical certificate, absence for a reason for which the apprentice is not responsible and absence approved by the enterprise are not deemed to be absence from work if the apprentice contacts the enterprise on the first working day after his absence and obtains such approval.

4. If the enterprise cannot accept the reason for the absence given by the apprentice, it must inform the apprentice of its decision forthwith.

   In case the apprentice finds the decision to be unreasonable, he has the possibility of obtaining expert assistance for a closer examination of the validity of the refusal.
CHAPTER VII. Training

Article 16 School attendance

1. During the time they attend courses held at schools, apprentices are in principle transferred to the school. Consequently, they are not obliged to work in the enterprise before or after school hours, nor on any individual days off which must be made up for by extra instruction in the remaining part of the period in school. During school holidays, e.g. in connection with Christmas, Easter and Whitsun, and provided that the enterprise is not closed, apprentices must meet for work in the enterprise on any weekdays that may be included in the holidays. Such days are added to the training period.

2. The enterprise must pay the expenses for the apprentice's stay in a residence hall, which are laid down in the annual finance act:
   a. Where a trainee is directed to attend a school in accordance with the provisions on the free choice of school.
   b. Where the trainee can only participate in the training programme at a school that entitles him to admission in a residence hall with payment at the rate (2014 level: DKK 490/week) laid down in the annual financial acts.

Any advance necessary for paying these expenses is paid to the apprentice prior to the commencement of the period in school, and the apprentice must settle any outstanding accounts with the enterprise immediately after returning to the enterprise.

Please also see Article 2, paragraph 3, of Appendix III on travel allowance.

The enterprise pays the expenses for adult apprentices' instruction in school, any supplementary training outside the enterprise and the test for completed apprenticeship.
CHAPTER VIII. Disputes/settlement of industrial disputes

Article 17 Labour organisations' right to present complaints

1. If the organisations receive a complaint about insufficient training of apprentices, the complaint is presented to the relevant trade committee. The committee then considers the case in accordance with the provisions of the Danish Vocational Education and Training Act and generally according to the rules agreed between the organisations.

2. Disputes between trainees and enterprises are sought to be settled by negotiation with the participation of the organisations. If no agreement can be reached, the case is brought before the trade committee before being brought before the Dispute Board.

3. If a case is brought before the Dispute Board and is rejected by it because the case concerns interpretation of the apprenticeship agreement, the case is reopened. If no agreement is reached, cases of this nature may be referred to industrial arbitration for final decision.

CHAPTER IX. Commencement and termination

Article 18 Term of the agreement

This agreement, which also covers existing apprenticeships, enters into force on 1 March 2017.

The agreement runs concurrently with the Industrial Agreement and may be terminated and negotiated together with the latter.
Protocol on travel allowance for apprentices

Article 1 Scope

The agreement covers:

1. All present and future enterprises that have employed or will employ apprentices for training in the iron and metal industries.
2. All present and future apprentices employed in the above enterprises.

Article 2 Contents

1. The enterprise reimburses the apprentice’s expenses for transport when the total way to and from school is 20 km or more. 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.
2. It is a condition for receiving the travel allowance that the apprentice could not attend classes at a school situated closer to the apprentice’s place of residence or place of training than the school attended.
3. The enterprise pays the costs connected with transport to school in the cases where the enterprise must pay for the apprentice's stay in a residence hall according to section 16(2) of the Executive Order.
4. 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 apprentice concerned, the apprentice may use his own means of transport, always subject to the approval of the enterprise in each individual case.
5. If means of public transport are used, the expenses actually paid will be reimbursed. Following prior approval by the enterprise, 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.
6. If the apprentice uses his own means of transport, see paragraph 4, a travel allowance is granted at 1 March 2017 of DKK 1.04, at 1 March 2018 of DKK 1.06 and at 1 March 2019 of DKK 1.08 per km travelled when the total way to and from school is 20 km or more.
7. Accommodated apprentices 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 1 has been met. The provisions in paragraphs 2 and 3 apply by analogy to travel allowance pursuant to this paragraph.

8. 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 1.

**Article 3 Settlement of industrial disputes**

Disputes regarding this protocol may be settled in accordance with the procedure for the settlement of industrial disputes.

**Article 4 Commencement**

This protocol, which also covers existing apprenticeships, enters into force on 1 March 1991 and runs together with the Industrial Agreement and may be terminated and negotiated together with the Industrial Agreement.

The protocol was concluded on the assumption that pursuant to Danish Act of 22 November 1990 on the Employers' Trainee Reimbursement Scheme (*Arbejdsgivernes Elevrefusion – AER*) reimbursement may be granted in whole or in part to cover the expenses paid by the enterprises, with the exception of the circumstances mentioned in Article 2, paragraph 3.

Copenhagen, 1 March 1991

Chapter 17
Provisions relating to apprentices II

For employment of apprentices in the heating, sanitation and plumbing industries, see the provisions relating to apprentices, which can be seen at the website of the Danish Union of Plumbers and Allied Workers, www.blikroer.dk, or at the website of the Danish Construction Association, www.danskbyggeri.dk.
Protocols

Protocol on work sharing

The parties named below agree that according to the provisions of the collective agreement, it is not possible to make a work sharing arrangement in the enterprises.

The parties named below hereby agree that according to Article 53 of the collective agreement, it will in a test period until 1 March 2010 be possible to share work based on the following guidelines. Before the expiry of the test period, the parties will take up a possible extension of the agreement for debate.

The agreement on work sharing will not apply to work which is specifically remunerated as piecework.

Temporary reduction of working hours (work sharing)

1. Working hours may be temporarily reduced on the following terms, when it has been agreed at the local level and an application to this effect has been approved by the organisations. The application must contain the CPR numbers and names of the employees covered by the application.

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

Notice and scope

2. Weekly working hours can be reduced with at least one week’s notice following local agreement and the approval of the organisations.

   Time off in lieu of overtime accrued within the past 13 weeks must have been taken before the start of the reduced working hours.

   Reduced working hours cannot normally be set to last for more than 13 weeks in 12 consecutive months. Reduced working hours must be scheduled in such manner that an average of at least two days per week are worked – preferably with whole weeks of work and whole weeks of time off.

   The reduced working hours must take the form of whole days.
Temporary layoff periods
3. Each temporary layoff period in connection with a work sharing arrangement cannot last more than one week.

Employment and release
4. The labour force may not be increased while reduced working hours are worked. An exception to this rule is employees - or their replacements - who have resigned during the period of reduced working hours. When reduced working hours are worked, employees have no duty to give notice of resignation, nor may they be dismissed.

Changes and discontinuation
5. An enterprise may only change or discontinue a work sharing arrangement by giving at least the same period of notice that was given on its introduction (one week).

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

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

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

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

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

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

**Training and education**
9. Training and education should have been discussed before a work sharing arrangement is applied for.

**Special provisions**
10. If the work sharing arrangement includes shop stewards and/or health and safety representatives, their protection under the collective agreement in release periods still applies.

**Employment on conditions similar to those enjoyed by salaried employees**
11. Employees who are employed on conditions similar to those enjoyed by salaried employees may only take part in a work sharing arrangement if their contract of employment allows it.

Copenhagen, 30 March 2009

**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, 9 March 2010
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, 9 March 2010

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, 13 March 2017
Protocol on skills development in the building and construction industry

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

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

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

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

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

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

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

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

3. That skilled employees in the building and construction industry must have better possibilities for further training and education in the industry.

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

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

- An information campaign targeted at enterprises and employees in cooperation with the Workers' Educational Association (*Arbejderen 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, 13 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 United Federation of Danish 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, 13 March 2017

Protocol on occupational health and safety policy

efforts in the building and construction field

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

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

In the coming dialogue with the Minister for Employment, the focus areas to be included in a future strategy/action plan must be identified. The parties agree that the following areas should be addressed in the strategy:
• Development of inspection targeted at the industry. The time of inspection in the building and construction field is used on the most important health and safety challenges, and the inspections are planned according to the conditions in the industry.

• Orderly conditions for fair competition, including the supervision of foreign enterprises and registration in the Register of Foreign Service Providers (RUT).

• Employers, employees, suppliers, project engineers, consulting engineers and clients each have a responsibility under the Working Environment Act. The Working Environment Authority must monitor the compliance by each of the players with their obligations under the working environment legislation. The Working Environment Authority's focus on the employer's obligations must be maintained, but initiatives aimed at clients, consulting engineers, project engineers, suppliers and employees should also be taken. The initiatives should be maintained over an extended period of time, both to enhance the impact in the long term and to consolidate the Working Environment Authority's knowledge base in this field.

• Early cooperation between the Danish Working Environment Authority and the parties when new initiatives are to be developed to ensure the best possible efforts in the building and construction field.

• Maintenance and enhancement of knowledge and competencies in the Working Environment Authority. As part of the development and implementation of the strategy/action plan and to ensure that it has the intended effect, knowledge and competencies in the Working Environment Authority in the building and construction field must be maintained and strengthened, and a strategic position must be taken on how this is to happen.

Copenhagen, 13 March 2017
Protocol on the social partners and joint information meeting

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

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

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

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

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

Copenhagen, 13 March 2017
Protocol on information on the use of subcontractors

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

The agreement is inserted as a protocol to the collective agreement. Either party may terminate the agreement by giving six months' notice to the end of a collective agreement term.

Copenhagen, 13 March 2017
Protocol on additional holidays for posting enterprises

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

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

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

New para. 1:
The provisions of Articles 56 - 65 do not apply to posted employees, i.e. employees who normally perform their jobs outside Denmark and who are temporarily working in Denmark; see Danish Act No. 849 of 21 July 2006 on the Posting of Employees (Udstationeringsloven).

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

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

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

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

New para. 3:

**Especially regarding public holidays and floating holidays**

If the supplement is clearly stated in the employee's payslip, cf. the provisions of the collective agreements to this effect, or in a similar statement, a posting enterprise may omit to establish a weekday holiday and floating holiday savings account, but instead pay the contribution regularly as a pay supplement, including the payment for holidays not taken.
New para. 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, 12 April 2017
Protocol on pension matters for posting enterprises

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

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

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

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

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

Commencement
The agreement comes into force on 28 February 2017.

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

Copenhagen, 12 April 2017
**Annexes**

**Contract of employment**

Danish Construction Association

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**Contract of employment for employee paid by the hour**

Between **employee:** and **enterprise:**

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

| 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 assistant _Stone mason _Paver _Sign writer _Housepainter _Carpenter/joiner _Thatcher _Glazier _Wood industry worker/woodcutting machinist _Glazier _Wood worker/Woodcutting machinist _Floor layer _Electrician _Industrial lacquerer _Industrial lacquer _Construction worker specialising in earthworks or concrete works _Scaffolder _Metal worker/plumber _Driver |

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

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

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.

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

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.
Absence – sickness:

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

Absence – other:

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

<table>
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<tr>
<th>The employee has received an employee handbook:</th>
<th>Yes</th>
<th>No</th>
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</table>

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 who is party to the agreement, not the trade union, of which the employee is a member.
The following trade unions are members of BAT:
United Federation of Danish Workers (including brickwork) (Fagligt Fælles Forbund)
The Danish Metalworkers’ 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 enterprise 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.
Contract of employment on terms similar to those enjoyed by salaried employees

Danish Construction Association

United Federation of Danish Workers – 3F

Danish Union of Electricians

Danish Metalworkers’ Union

Contract of employment on conditions similar to those enjoyed by salaried employees

Between employee and enterprise

<table>
<thead>
<tr>
<th>Name:</th>
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<td>Address:</td>
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<td>Reg. no.:</td>
<td>Account no.:</td>
</tr>
<tr>
<td>Job title</td>
<td>Employed at (date):</td>
</tr>
</tbody>
</table>

a contract of employment on conditions similar to those enjoyed by salaried employees has been concluded on the following terms:

The contract is an addendum to

The Building Agreement with the United Federation of Danish Workers (3F)
The Industrial Agreement with the United Federation of Danish Workers (3F)

The Sheet Metal and Pipe Work Agreement with the Danish Metalworkers’ Union and the Danish Union of Plumbers and Allied Workers

The Electricians’ Collective Agreement with the Danish Union of Electricians

Pay

Pay has been agreed at DKK_________ per month, payable in arrears at the same time as for the other salaried employees of the enterprise. Pay is reviewed annually and subject to possible adjustment.

Working hours

Working hours, including any overtime, shift work, staggered working hours, as well as the payment for such work, are fixed in accordance with the provisions of the collective agreement.

Place of work

The employee is employed at non-permanent workplaces.

The employee is employed at a permanent workplace. State address_____________

Holidays

Holidays accrue and must be taken in accordance with the provisions of the collective agreement. During holidays, holidays with pay or with holiday allowance are granted; see section 23 of the Danish Holidays Act (Ferieloven).

Public holidays

The employee receives full pay on public holidays, floating holidays, Constitution Day and 1 May.
Floating holidays

The employee is entitled to five floating holidays per calendar year.

If the floating holidays have not been taken before the end of the calendar year, the employee may within three weeks raise a claim for compensation corresponding to one day’s pay per floating holiday not taken.

Sickness

The enterprise pays full pay during sickness and injury.

In case of absence from the enterprise, the employee must do as follows: __________

The employee has received a staff circular: _Yes _No

Notice of termination

In case of termination, section 2 (notices of termination), section 2a (severance pay), section 2 b (compensation for any unfair dismissal), section 16 (freedom to seek other work during the period of notice) and section 17 a (commission on profits, bonus or similar) of the Danish Salaried Employees Act (Funktionærloven) apply.

In addition, the following has been agreed:

(Section 8 (death of the salaried employee) of the Salaried Employees Act may not be derogated from by agreement).

120-day rule

It has been agreed that the employee may be given one month’s notice to take effect at the end of a month if the employee has received pay during sickness for a total of 120 days within a period of 12 consecutive months. It is a condition for the validity of the notice that it is given immediately
after the end of the 120 days of sickness and while the employee is still sick, whereas the validity is not affected by the employee’s return to work after the notice was given.

**Validity**

The contract of employment on conditions similar to those enjoyed by salaried employees has effect from: ________________

Place and date:

______________________________  ______________________________

Employee                        Enterprise

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