

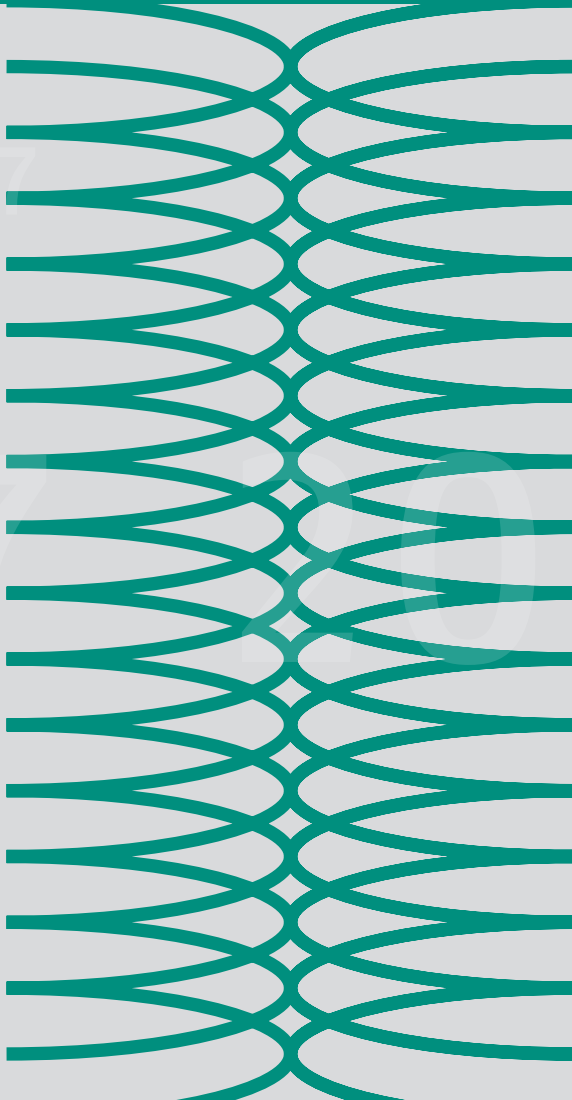


FAGLIGT FÆLLES FORBUND

dansk byggeri

# BUILDING AGREEMENT 2017

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



2017

2017

17 2017

**Building Agreement**

**2017**

**between**

**the Danish Construction Association**

**and**

**the United Federation of**

**Danish Workers**





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# Chapter 1

## Scope and definitions

### Art 1 Scope of the agreement

#### Scope of cover

1. The collective agreement applies nationwide subject to the exclusions mentioned in individual articles.

#### Trades covered

2. The collective agreement covers trades in the construction sector including carpentry, aluminium facade, joinery, roofing, glazing, floor laying, concrete and reinforced concrete work.

#### Division into zones

3. The zones referred to in subsequent articles are specified as follows:

Zone 1 consists of the following municipalities:

Albertslund, Allerød, Ballerup, Brøndby, Dragør, Fredensborg, Frederiksberg, Furesø, Gentofte, Gladsaxe, Glostrup, Herlev, Hvidovre, Hørsholm, Copenhagen, Lyngby-Taarbæk, Rudersdal, Rødovre, Tårnby and Vallensbæk (see [annex 8](#)).

Zone 2 consists of the following municipalities:

Egedal, Frederikssund, Halsnæs, Gribskov, Helsingør, Hillerød, Høje-Tåstrup and Ishøj (see [annex 8](#)).

### Art 2 Definition of permanent workplaces

#### Types of enterprise

1. Manufacturing enterprises and furniture, equipment and building component workshops, sawmills, wood articles, packaging, repair shop work, prefabricated element manufacturers, stationary material sites and similar work regardless of type of material, such as wood, metal, plastics, composites and the like, providing permanent employment as well as after-service on own products.

### **Service and after-service**

2. Employees providing service and after-service on the above-mentioned products outside the enterprise.

### **Definition of workplace**

3. Employees having been 75% employed at a permanent workplace with the enterprise concerned for the past two months are in any case considered workshop workers and covered by the Industrial, Wood and Furniture Agreement.

Employees having worked outside the permanent workplace for the past two months are considered covered by the Building Agreement. If workshop workers do not wish to accept relevant work offered covered by the Building Agreement, the period of notice no longer applies for either party

<b>Art 3 Newly admitted enterprises</b>
---

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

### **New members of the Danish Construction Association**

1. Enterprises admitted as members of the Danish Construction Association and previously covered by another agreement are covered by the agreements of the Danish Construction Association three months after the United Federation of Danish Workers was notified of the enterprise's admission to the Association.

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

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

2. Accession agreements applying in enterprises joining the Danish Construction Association as members apply for up to three months after the United Federation of Danish Workers was notified in writing about the enterprise's admission to the Danish Construction

Association, after which Association's collective agreement for the area concerned takes effect.

On resignation from the Danish Construction Association, application of the accession agreement is resumed, unless the enterprise is covered by another collective agreement through its membership of an organisation under the umbrella of the Confederation of Danish Employers (Dansk Arbejdsgiverforening).

### **Flooring work as main activity**

3. New members of the Danish Construction Association mainly carrying out flooring work are covered by the Floor Layer Agreement between the United Federation of Danish Workers and the Danish Construction Association, and new members of the Danish Construction Association that carry out flooring work but where flooring work is not the enterprise's main activity are covered by the Building Agreement between the United Federation of Danish Workers and the Danish Construction Association.

### **Adaptation negotiations**

4. Once the United Federation of Danish Workers becomes aware that an enterprise is covered by a collective agreement under the Danish Construction Association, the United Federation of Danish Workers may request that an organisation meeting be held, see [Art 73, subclause \(18\)](#).

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

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

## **Art 4 Mutual obligations**

### **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 work on terms other than those provided for in this collective agreement.

### **Provisions governing employees**

2. Employees may not take up employment with non-unionised enterprises unless these enterprises have signed the collective agreement applying to the trade.

Employees hired by an enterprise may not accept work as self-employed that falls under this collective agreement.

Throughout their employment, employees may not accept other paid work outside the employment without the enterprise's consent. Violation of this provision may result in dismissal after submission of the violation to the organisations.

### **Provisions governing enterprises**

3. Two or more enterprises may only cooperate on a job if a genuine business relationship exists.

### **Provisions governing organisations**

4. The organisations will counter attempts to exclude persons from employee organisations by claiming that a business relationship exists.

The organisations mutually undertake to refrain from admitting as members persons who are incapable of producing a written statement from the organisation they are leaving stating that they resigned lawfully and are not indebted to the organisations.

### **Note**

The provisions do not apply to enterprises previously covered by the Collective Agreement for Joiners and Carpenters between the Danish Contractors' Association and the United Federation of Danish Workers.

## **Art 5 Circumvention of the collective agreement**

1. The parties agree that if self-employed commercial enterprises carry out a specific job in a wage-earner's employment relationship (false self-employment), it can be considered circumvention of the collective agreement.
2. However, it is not considered circumvention of the collective agreement when two or more enterprises in an actual business relationship conclude an agreement for a specific job, or where a subcontractor or specialist firm hires employees to do the job.
3. Disagreements about whether the collective agreement is being circumvented must be dealt with according to the Industrial Disputes Procedure.
4. When assessing whether the agreement's provisions have been circumvented, the guideline is whether the self-employed person:
  - exercises the managerial authority when carrying out the work
  - is responsible for the quality of the work
  - is financially responsible
  - bears the financial risk of the job

## **Art 6 Temporary work**

### **The temporary employment agency is a member of the Danish Construction Association:**

1. The Danish Construction Association admits temporary employment agencies as members.
2. Employment of temporary workers in the bargaining areas of the Danish Contractors' Association is covered by the collective agreements in force between the parties. This also includes the local agreements and customs which exist for the work function.



**The temporary employment agency is not a member of the Danish Construction Association:**

3. The parties agree that the collective agreements between the organisations involved cover the bargaining areas.

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

4. The Danish Construction Association declares that the collective agreements apply to employees sent out by a temporary employment agency to work at a member enterprise within the occupational scope of the collective agreement for the term of the temporary work.

However, this does not apply if the temporary worker is sent out from an agency that is covered by a collective agreement which applies to the work concerned through its membership of another organisation under the umbrella of the Danish Employers' Confederation.

In its agreement with the agency, the member enterprise must ensure that the agency possesses the necessary knowledge of existing collective agreements and other agreements.

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

**Other matters:**

6. A worker accumulates years of service for every temporary job performed which is covered by a collective agreement existing between the parties, according to the rules described in the collective agreements.

7. The parties to the collective agreement agree that it is logical for temporary employees to belong to the same unions as the other workers employed by the requisitioning enterprise who perform similar work.

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

## **Chapter 2**

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

<b>Art 7 Information meeting</b>
----------------------------------

1. The organisations wish to ensure that the Danish model functions as well as possible in the Danish construction sites, and that all parties get off to a good start. When the organisations agree that a need exists for it, the contractor must participate at management level in a joint meeting with the social partners. At the meeting, the contractor will have the opportunity to describe his organisation, and the social partners will have the opportunity to explain the Danish model and meet the undertaking.
2. The organisations also agree to offer a joint information meeting, preferably within the first month after they have started work in Denmark.
3. Where possible, the meeting may be held on site. Otherwise, one of the parties will arrange for suitable premises.
4. However, this agreement will not prevent the social partners from holding meetings with each their party.
5. Furthermore, at the commencement of major building and construction projects, the organisations agree to offer joint information meetings for enterprises and employees for the purpose of giving the local parties in the individual construction site an introduction to current wage and working conditions.

## Chapter 3

### Employment relationship

<b>Art 8 Contract of employment</b>
-------------------------------------

#### Terms of employment

1. If employees are hired for periods exceeding one month, and average weekly working hours exceed eight hours, the enterprise must issue a contract of employment to the employee.

The contract of employment must include at least the same information as is highlighted in the contract of employment reproduced as [annex 4](#).

Providing the employment complies with the provisions of subclause (1), employees can demand that a contract of employment be issued to them on commencement of employment. However, employees must receive a written contract of employment within one month of their employment. The organisations recommend that enterprises use the contract of employment reproduced in [annex 4](#).

#### Travel and work abroad

2. Employees posted to work in a foreign country, including the Faroe Islands and Greenland, must be informed of working hours, pay and working conditions, transportation/travel (meaning transport to and from the foreign country as well as any local transportation), the currency in which wages will be paid, any allowances in cash or in kind during the stay, including board and lodging, duration of the work to be performed abroad, any insurance cover taken out for the employee, whether steps have been taken to have the necessary certificates issued in connection with the posting and the terms of any subsequent continuation of the employment in Denmark.

#### Note

It has been agreed that employees posted abroad are covered by the agreement on occupational pension.

The holiday provisions of the collective agreement apply to employees posted abroad.

The above provisions cannot prejudice the provisions of the country visited, see EU Directive concerning the posting of workers no. 96/71/EU of 16 December 1996.

### **Note**

Reference is made to the business agreement drawn up between the organisations regarding work in Germany.

### **Varying the terms of employment**

3. In the event of any variation in the terms shown in the contract of employment, the employee must be informed of such variations in writing as soon as possible, and not later than one month after they have come into force. However, this condition does not apply to amendments to acts, administrative provisions or provisions contained in any articles of association or collective agreements which apply to the employment.

### **Failure to comply with the obligation to inform**

4. If the employee has not received the information about the employment, [see subclauses \(1\) and \(2\)](#) within the deadlines specified, the issue may be decided according to the Industrial Disputes Procedure ("Regler om behandling af faglig strid") contained herein.

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

### **Temporary provisions**

5. If an employee hired before 1 July 1993 wishes to be informed of the terms and conditions of employment, [see subclauses \(1\) and \(2\)](#), and the employee makes such request on 1 July 1993 or later, the enterprise must provide the employee with the information requested within two months of receipt of the request.

### **Trainees**

6. This agreement does not apply to traineeships.

## **Art 9 Conditions similar to those of salaried employees**

1. The organisations recommend that enterprises wishing to introduce employment conditions similar to those enjoyed by salaried employees do so in accordance with the following guidelines:
2. The question of introduction or abolition of agreements regarding employment conditions similar to those enjoyed by salaried employees may be dealt with under the Industrial Disputes Procedure, but may not be referred to Industrial Arbitration.
3. Contracts of employment on conditions similar to those enjoyed by salaried employees are only valid if drawn up in writing.
4. The organisations concerned have jointly prepared a form to be used for conclusion of contracts of employment on conditions similar to those enjoyed by salaried employees (see [annex 6](#)).  
After being signed, the employment form may have to be submitted to the respective organisations.
5. Where employment terms have not been specified in this article, the provisions of the collective agreement apply.

### **Pay assessment**

6. The pay must reflect the qualifications, responsibilities, commitment and skills of the individual employee.  
The agreement does not prevent the employee from participating in piecework or bonus schemes.  
The salary of the individual employee employed on conditions similar to those enjoyed by salaried employees must be reviewed once a year and adjusted if deemed appropriate. The time of adjustment may be the same as for salaried employees employed at the enterprise.  
Disputes regarding level or adjustment of salary may be settled by the Industrial Disputes Procedure, but cannot be referred to arbitration unless the dispute concerns pay disparity.

### **Length of service**

7. The length of service for employees employed on conditions similar to those enjoyed by salaried employees must be calculated from the

time of conclusion of the individual agreement, always provided that any period of notice obtained in connection with previous employment with the enterprise is added to the length of service.

### **Termination**

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

Notice of termination must be given to expire at the end of a month.

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

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

Termination is only valid if it is given immediately following the end of the period of 120 days of sickness, and while the person concerned is still sick. However, the validity is not affected by the employee's return to work after notice of termination has been given.

### **Working hours**

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

### **Education and training**

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

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

## Holidays

11. In the case of employment on conditions similar to those enjoyed by salaried employees, holidays must be taken with pay or holiday with allowance, see section 23 of the Holiday Act (*Ferieloven*).

## Pension on holiday allowance

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

## Public holidays and floating holidays

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

## Compensation

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

## Free choice of wage account

15. A free choice of wage account for employees employed on conditions similar to those enjoyed by salaried employees is established. Of the holiday qualifying pay, the enterprise pays

As at 1 March 2017 .....2.7%

As at 1 March 2018 .....3.4%

As at 1 March 2019 .....4.0%

The amount attracts holiday pay (12½ %).

## Payment

16. The amount is paid to the employee together with the salary for the month of December unless the employee has made a request before 1 December that the amount be paid into his pension account.

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



## **Sickness**

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

## **Pay period and payment of salary**

18. Payment of the monthly salary to employees employed on conditions similar to those enjoyed by salaried employees must be made on the same dates as apply to the enterprise's salaried employees.

Salaries can be paid by the enterprise into the employees' bank, savings bank or giro account.

## **Industrial disputes procedure**

19. Any disputes concerning the interpretation of the individual agreements or these guidelines must be settled according to the Industrial Disputes Procedure of the collective agreement.

If the enterprise wishes to be released from a contract with an individual employee for employment on conditions similar to those enjoyed by salaried employees, or if the individual employee wishes to be released from such a contract, this may take place subject to the period of notice applicable to the person concerned according to this agreement.

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

<b>Art 10 Pilot schemes</b>
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1. Subject to the approval of the organisations, pilot schemes may be locally agreed that involve departing from the provisions of the collective agreement. Examples of such local agreements are supplementing and circumventing the provisions on working hours of the collective agreement, the introduction of alternative forms of cooperation, job rotation, establishment of multi-gangs and joint forms of pay between different trade groups.

2. As regards pilot schemes relating to extended working hours, it is possible to agree that the pension contribution, public holiday earnings and holiday allowance will be converted to a wage supplement for the individual employee concerning the hours which exceed 37 hours a week.
3. Pilot schemes may include changes in the organisation of work in relation to present trade areas.
4. Pilot schemes are subject to approval by the Danish Construction Association and the United Federation of Danish Workers.

## Chapter 4 Working hours

### Art 11 Working hours

#### **Length and division of working hours**

1. The normal number of effective weekly working hours is 37. Weekly working hours are spread over the first five days of the week such that no working day exceeds eight hours.

#### **Division of working hours**

2. Normal daily working hours are between 6 am and 6 pm. The total time spent on meal breaks must be no more than 60 minutes and no less than 30 minutes.
3. Daily working hours and the distribution of meal breaks must be determined in consultation with the employees.
4. If the enterprise is unable to comply with the employees' requests, working hours must be planned with due regard for the interests of the enterprise, and the resulting arrangement may be implemented at ten days' notice. The employees are entitled to lodge a complaint under the Industrial Disputes Procedure within this period of notice, if the interests of the enterprise do not sufficiently justify disregarding the interests of the employees.
5. Working hours may be rescheduled between the hours mentioned in subclause (2) at workplaces where, if justified by the requirements of the job, it is deemed expedient that several enterprises have identical working hours.

However, employees must be given not less than two days' notice of such rescheduling.

#### **Lapse and absence**

6. Employees may not be absent from normal working hours without valid cause. Accordingly, the enterprise or its representative must be notified as soon as possible of any absence from the workplace. The enterprise or its representative must be notified of absence due to sickness as soon as possible.

## Art 12 Staggered working hours

### Staggered working hours

1. Staggered working hours can be established subject to local agreement. Such agreement must be concluded not less than two days before its implementation. No allowance is payable for the portion of staggered working hours between 6 am and 6 pm, provided that the provisions of subclause (1) are met.

Staggered working hours cannot be established in such a way that total staggered working hours fall within the period from 6 am - 6 pm. Reference is made to the provisions of [Art 11, subclause \(2\)](#), herein concerning notice of arrangement of normal working hours.

Where working hours are displaced such that they end after 6 pm, but start before 12 midnight, the following allowances are payable from the start of the pay week that includes:

From 6 pm to 10 pm per hour

1 March 2017 .....	DKK 22.00
1 March 2018 .....	DKK 22.35
1 March 2019 .....	DKK 22.70

From 10 pm to 6 am per hour

1 March 2017 .....	DKK 44.05
1 March 2018 .....	DKK 44.75
1 March 2019 .....	DKK 45.45

For staggered shifts starting at 12 midnight or after, the following hourly allowances are payable for hours worked until 6 am from the start of the pay week that includes

1 March 2017 .....	DKK 53.35
1 March 2018 .....	DKK 54.20
1 March 2019 .....	DKK 55.05

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

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

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

3. If an employee is required to work overtime in continuation of staggered working hours is entitled, in addition to the allowances specified in [subclause \(1\)](#) to the overtime premiums fixed herein for hours worked beyond the staggered hours.

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

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

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

1. Subject to local written agreement, normal weekly working hours may be fixed at 46 hours on the condition that excess hours relative to [Art 11](#) are taken as time off in lieu, preferably as whole days, within three months of the qualifying period.
2. It is agreed that, at the same time, employees may not work overtime pursuant to [Art 19](#).
3. Lieu days must be fixed by the enterprise in consultation with the employees.

Lieu days must be taken before the employees concerned leave the

enterprise.

## **Art 15 Distribution of work**

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

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

### **Temporary shortening of the working hours (distribution of work)**

1. The working hours can be temporarily shortened on the following terms, when it has been agreed on a local level and an application for such has been approved by the organisations. The submitted application must contain the CPR no. and names of the employees covered by the application.

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

### **Notice and scope**

2. The weekly working hours can be shortened with at least one week's notice following local agreement and the approval of the organisations.

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

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

### **The temporary lay-off period**

3. Individual temporary lay-off periods combined with a distribution of work arrangement cannot last more than two weeks.

## **Employment and release**

4. The labour force may not be increased while shorter working hours are in force. Employees - or their replacements - who leave during the shorter working hours are exceptions to this rule. When shorter working hours are in force, employees do not have a duty to give notice of resignation. Nor may dismissals take place.

## **Changes and discontinuation**

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

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

Changes to an arrangement must be approved by the organisations in accordance with the same rules applicable on 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 move to full working hours, two working days' notice must be given and notification must be sent immediately to the organisations.

## **Overtime**

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

## **Limitation**

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

## Limitation/overtime

9. Distribution of work arrangements in one or more departments in an enterprise do not exclude the need and duty to work overtime in other departments on specific occasions.
10. Training should be discussed before the distribution of work arrangement is applied for.

<b>Art 16 Stand-by duty</b>
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Stand-by duty can be agreed upon locally according to the following rules:

1. If an agreement requires an employee to stay at home (or at places offering the same call-in possibility) during stand-by duty for duty periods that include solely public holidays and/or the period from the end of normal working hours Friday to the beginning of normal working hours Monday, the following hourly allowance is payable from the start of the pay week that includes:

1 March 2017 .....	DKK 25.85
1 March 2018 .....	DKK 26.25
1 March 2019 .....	DKK 26.70

For stand-by duty outside the above-mentioned period, the following hourly allowance is payable from the start of the pay week that includes:

The allowance is as at:

1 March 2017 .....	DKK 20.75
1 March 2018 .....	DKK 21.05
1 March 2019 .....	DKK 21.40

2. When employees are requested to work during stand-by duty, the stand-by duty allowance is no longer payable and the normal, agreed hourly rate of pay plus premiums according to the provisions on overtime and work on Sundays and public holidays becomes payable.

Wages are paid for full hours and for not less than 4 hours of on-call duty.



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

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

### **Note**

The provision does not apply to enterprises previously covered by the Collective Agreement for Joiners and Carpenters between the Danish Contractors' Association and the United Federation of Danish Workers.

## **Art 17 Four-day week**

In connection with work requiring employees to spend the night away from the home, it may be agreed locally that working hours be divided among the first four weekdays.

## **Art 18 Days off**

### **May Day**

1. 1 May is a day off.

### **Floating holidays**

2. Employees are entitled to five floating holidays per calendar year.
3. Floating holidays are paid according to the same rules as for payment of holidays falling on weekdays, see [Art 60](#), and are taken according to the same rules as apply to the taking of remaining holidays.
4. Advances for floating holidays amount to DKK 1,100.00 for adult employees and DKK 650.00 for young employees.
5. If an employee is sick when a floating holiday starts, the employee is not obliged to take the floating holiday, and the floating holiday may be postponed until a subsequent date.

## Chapter 5 Overtime

<b>Art 19 Rules for overtime, night work, Sunday and public holiday work</b>
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### **Commencement of overtime**

1. Overtime hours are calculated from the end of working hours until three hours thereafter, including a 30-minute meal break in immediate continuation of daily working hours.
2. No meal break is included if the overtime demanded does not exceed one hour.
3. Night work is calculated as from three hours after the end of working hours to the beginning of working hours, and includes a 30-minute meal break every four hours.

### **Necessary overtime**

4. Employees must be willing to do Sunday and public holiday work, overtime and night work as necessary.

The following work is considered necessary:

- If the work were carried out in normal working hours it would prevent other employees from being able to work.
- If the work were carried out in normal working hours it would obstruct general traffic.
- Work in connection with buttress of buildings, caused by excavation of adjoining sites or similar work that necessarily needs to be performed to prevent accidents.
- When special circumstances exist, including difficulties in meeting safe, established work schedules.

### **Limitations on overtime**

5. Subject to agreement between the enterprise and the employee, including about any time off in lieu, overtime may be worked without the above-mentioned limitations for up to 15 hours per week.

## **Art 20 Systematic overtime**

1. If the local parties have tried in vain to make an agreement on variable weekly working hours, see [Art 13](#), 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.

## **Art 21 Overtime premiums**

### **Overtime premiums**

1. A premium of 50% is payable for the first three overtime hours per day. Subsequent hours are payable at a premium of 100%.

**Before working hours**

2. If working hours commence one hour before normal working hours, this hour is payable at a premium of 50%. If additional overtime is performed on the same day, night work hours are calculated as from two hours after normal working hours.

**Saturday work**

3. Overtime on Saturdays is payable from the beginning of normal weekday working hours at a premium of 50% for the first three hours. Subsequent hours are payable at a premium of 100%.

**Sunday and public holiday premium**

4. Sunday, public holiday and night work is payable at a premium of 100%.

**Four-hour overtime minimum**

5. The pay for overtime on Saturdays, Sundays and public holidays must equal, as a minimum, the pay for four hours.

**Personal hourly rate of pay**

6. Overtime premiums are calculated on the basis of personal hourly rate of pay.

**No deduction for meal breaks**

7. No deduction is made in the payment for overtime, night work, Sunday and public holiday work for time spent on meal breaks.

## Chapter 6 Pay conditions

### Art 22 Pay conditions

#### Minimum pay

1. Within normal working hours, the minimum hourly rate of pay is as follows from the start of the pay week that includes:  
1 March 2017 ..... DKK 121.90  
1 March 2018 ..... DKK 123.90  
1 March 2019 ..... DKK 125.90
2. A change of the hourly rate of pay can only be negotiated once a year.

### Art 23 Young workers and pre-trainees

#### Minimum pay

1. From the start of the pay week that includes 1 March 2017, the hourly rate of pay is as follows for young workers and pre-trainees having the reached the age of:  
15 but not 16 ..... DKK 48.75  
16 but not 17 ..... DKK 60.95  
17 but not 18 ..... DKK 85.35  
From the start of the pay week that includes 1 March 2018, the hourly rate of pay is as follows:  
15 but not 16 ..... DKK 49.55  
16 but not 17 ..... DKK 61.95  
17 but not 18 ..... DKK 86.75  
From the start of the pay week that includes 1 March 2019, the hourly rate of pay is as follows:  
15 but not 16 ..... DKK 50.35  
16 but not 17 ..... DKK 62.95

17 but not 18 ..... DKK 88.15  
See [annex 10](#), on pre-training.

## **Art 24 Generally**

### **Pay determination**

1. The parties agree that it is a condition that there can and must be deviations from the minimum wage rate set out in the collective agreement because the wage system is 'moveable', and because there is a certain wage differentiation in the individual enterprise.
2. Thus, the employees' skills, experience, training and performance in production must be taken into account, and wages must also be affected by there being no or only negligible access to piecework or other performance-related pay systems. Moreover, regard must be had to the demands of the work in relation to the employee, including any special nuisances connected with the performance of the work.
3. The pay for individual employees is agreed in each case between the enterprise and the employee without interference on the part of the organisations. The trade union representative may be called in as an observer in the negotiations.
4. If desired, minutes of the meeting will be prepared.
5. Negotiations on adjustment of individual wages may be made once in every agreement year.

### **Disproportion as a whole**

6. The organisations have a right to take proceedings pursuant to the procedure for the settlement of industrial dispute in cases where disproportion as a whole is assessed to exist.
7. The parties agree that one of the conditions for the existence of disproportion as a whole is that the wage level of the individual enterprise is considerably lower than the wage level in comparable enterprises in the industry. The parties agree that in itself it is not

enough to establish disproportion that there is a substantial deviation from the general average pay within the industry. It is a condition that the enterprises are comparable within the same industry and geography.

### **Settlement of disputes**

8. Disputes as to whether disproportion exists may be settled according to the industrial provisions in [Chapter 15](#) on ordinary burden of proof principles. Any industrial case may be initiated on the basis of the conditions in an ongoing construction site.
9. During the organisation meeting, the parties seek to reach agreement as to whether disproportion exists and the level of any such disproportion. If the parties reach agreement, the case may be closed.
10. If during the industrial consideration of the case, it is not possible to reach agreement about disproportion, the case may be continued before an industrial arbitration tribunal, which will decide whether disproportion exists – and to the extent agreed – the level of any such disproportion.
11. Any disproportion found must if so requested be the subject of local negotiations.
12. If there is found to be disproportion, the parties may by industrial negotiations seek to reach agreement as to how the disproportion can be put to an end. However, any disagreement on the determination of wages cannot be continued before an industrial arbitration tribunal.

<b>Art 25 Weekly pay sheets and payment of wages</b>
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### **Weekly pay sheets**

1. The pay week follows the calendar week.  
The enterprise can demand the surrender of weekly pay sheets every Friday, but can demand surrender of daily pay sheets on a daily basis.

Weekly pay sheets are deemed to have been approved if the enterprise has raised no objection against their contents by the following Thursday or at the latest when the payslip is sent to the employee.

### **Payment of wages**

2. All wages and allowances due are payable every second week unless the enterprise and employee reach a local agreement on a different pay period. The criteria for pay to be paid on the payment date are that the weekly pay sheets are submitted in accordance with the enterprise's written instructions.

### **Payment through a bank**

3. For payment through a bank allocated by the employee, the pay will be available on the Thursday of the payment week.

If the wages are to be paid in cash or by cheque, payments have to be made on the Thursday in the payment week before the end of business hours.

### **Monthly pay**

4. Following local agreement between the enterprise and the employees, a written agreement may be drawn up that the pay is paid monthly.

The payment date will be the same as the enterprise's salaried employees or the month's penultimate bank day.

A qualified majority of 80% of the employees covered by this collective agreement is required when voting for monthly pay.

The wish for a transition scheme (advance payment) must be respected, both in the event of the scheme being introduced and new employees.

### **Payment in connection with public holidays**

5. In pay weeks where the Thursday or Friday is a public holiday, wages are payable two days before the public holiday. Payment may be made by way of an amount on account of the wages earned, and adjustment must be made on the succeeding pay day. The amount on account must be as close as possible on the payroll amount.



## **Payslips**

6. The payslip specifying the wages paid and informing the employee of the wage transfer must be handed out or sent to the employee not later than on the Thursday.

Changes to wages transferred are subject to the employee's written approval.

The specification must contain the following details:

- The enterprise's CPR number
- Hourly-paid work
- Piece-rate work / surplus
- Overtime
- Sick pay
- Holiday and Sunday/public holiday savings
- Mileage allowance
- ATP
- Pensions
- Payment of 1st, 2nd and 3rd day without employment.

## **Electronic payslips**

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

## **Payment on resignation**

9. Where employment ends as a result of dismissal, wages are payable on the normal pay day for the pay period concerned,

## **Pay protection**

10. In all cases of doubt, the United Federation of Danish Workers is entitled to demand security for wages from the enterprise.

Employees who do not receive indisputable amounts outstanding in their favour at the proper time and place are under no obligation to continue working.

### **Holiday closing**

11. In case of a collective holiday closing at an enterprise, all deadlines stipulated in the collective agreement are postponed by a corresponding number of days.

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

Amounts on account may be paid on request.

<b>Art 26 Wet work allowance and dirt allowance</b>
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### **Wet work allowance**

1. In the case of wet work that is performed in or over water (that is, not in a drained trench or where the conditions are comparable therewith, for example, performed above the water on watertight formwork) and is performed as time work, an hourly allowance is payable due to the related inconvenience, including loss of own tools, excluding installation of small bathing huts.

The allowance is as follows from the start of the pay week that includes:

1 March 2017 .....	DKK 8.55
1 March 2018 .....	DKK 8.65
1 March 2019 .....	DKK 8.80

### **Dirt allowance**

2. An hourly allowance is also payable for work with roofing felt, tar and carbolinium, clearance of fire sites, repair of coal yards and coke, coal and grain silos, roofing and interior work in gasworks and locomotive depots, and other work of comparable dirtiness.

The allowance is as follows from the start of the pay week that includes:

1 March 2017 .....	DKK 12.10
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1 March 2018 .....	DKK 12.30
1 March 2019 .....	DKK 12.50

<b>Art 27 Shelter conditions</b>
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1. Welfare measures must be implemented according to the executive order in force at any time, which forms part of this collective agreement. For the time being, refer to the welfare measure provisions of Executive Order No. 151 of 16 December 2010 of the Danish Working Environment Authority on conditions at construction sites and similar places of work (*Arbejdstilsynets bekendtgørelse nr. 151 af 16 December 2010 om indretning af byggepladser og lignende arbejdssteder*) (see [annex 9](#)).

### **Counselling**

2. In the event of disagreement on whether the welfare measures comply with the above-mentioned executive order the employees have a right to request, via their local organisation, that a briefing session be held.

### **Time limit**

3. The briefing session must be held within five working days of receipt of the request, unless otherwise agreed.

### **Participation**

4. The briefing session will be attended by one representative of the Danish Construction Association and one representative of the United Federation of Danish Workers.

One representative of the enterprise and one employee representative will also be summoned.

### **Review**

5. At the meeting the existing welfare measures will be reviewed, and where necessary the parties will be advised on the basis of the provisions stated above.

### **Counselling not followed**

6. If, at the end of the counselling period, one of the parties finds that the welfare measures do not comply with the requirements of the

collective agreement and wishes to pursue the matter further, a conciliation meeting must be held.

The conciliation meeting must be held as soon as possible and not later than five working days after a request has been submitted to the Danish Construction Association. However, such a request cannot be submitted until the counselling period has ended.

The conciliation meeting will be attended by one representative of the Danish Construction Association and one representative of the United Federation of Danish Workers. Both representatives should preferably be the same as those who attended the briefing session.

One representative of the enterprise and one employee representative will also be summoned.

If it is agreed at a conciliation meeting or organisation meeting that the welfare measures do not comply with the relevant requirements of the collective agreement, the matter of possible penalty may be referred to the Industrial Court. The matter may also be referred to the Industrial Court on conclusion of arbitration proceedings.

In the event of disagreement at the conciliation meeting on whether the welfare measures comply with the relevant requirements of the collective agreement, each of the parties may only pursue the matter via an organisation meeting and/or via industrial arbitration pursuant to the relevant general provisions of the collective agreement.

### **Compensation**

7. If the welfare measures have not been remedied five working days (counselling period) after the briefing session was held, the employees may claim compensation.

### **Payment**

8. Compensation amounts to DKK 41.00 per employee per day from the time the conditions were protested against in writing and until the conditions have been remedied.

### **Deficiencies**

9. Compensation may only be claimed, however, if the deficiencies significantly reduce the utility value of the welfare measures.

## **Art 28 Waiting time**

### **Shortage of materials**

1. Payment for time spent waiting for materials, fittings and the like must be effected at the prevailing minimum pay unless the employee is offered other work. A specification of waiting time must be prepared each week or else the claim is void. The payment for such waiting time must be made on the first succeeding pay day.

### **Respite for materials procurement**

2. However, the employee must give the enterprise 24 hours' respite in writing (Saturday, Sunday and public holiday hours are not included in the respite period) to procure the missing materials.

### **Inclement weather**

3. If work must be discontinued due to inclement weather or cannot commence at the start of normal working hours the employees are obliged to remain at the work site unless otherwise agreed.

The employees must contact the enterprise in the event of stoppage due to inclement weather.

During the period until the weather improves the enterprise may offer the employees other work, and the employees may not refuse to perform such work until the work interrupted can be resumed.

If it is not possible to offer other work, the waiting time is payable at the prevailing minimum pay.

If other work cannot be offered, the enterprise has the right to lay off affected employees temporarily.

## **Art 29 Tools**

### **Fire and theft**

1. The enterprise covers the cost of employee tools lost to fire or stolen from the workplace or a company vehicle up to a maximum amount of DKK 4,000, provided such tools were kept in a locked room, container or the like.

The cost will only be covered if there are visible signs of forced entry and the matter has been reported to the police.

The employee will not be indemnified twice if the loss is met by insurance.

### **Issue of personal tools**

2. When the enterprise issues a lockable toolbox with tools/power tools to an employee or two partners, the enterprise may demand that the employees sign for the tools issued.

### **Shared tools**

3. If the enterprise issues shared tools and power or pneumatic tools for the use of several employees in the same crew, the enterprise may demand that a representative of the crew signs for such tools when they are issued.

The enterprise is obliged to designate a lockable location for storing the shared tools issued, and the employees are obliged to return the tools to the location designated by the enterprise when they have finished working with them or when the working day is over.

### **Liability**

4. As regards tools issued pursuant to subsection (2), employees who handle them in a verifiably careless manner may be held liable.

As regards tools issued pursuant to subsection (3), employees who have had access to them and handle them in a verifiably careless manner may be held liable.

### **Distance to shelter**

5. The distance between the point of tool usage and the tool storage location must not exceed 100 metres by the nearest walkable route.

<b>Art 30 Mileage allowance – Transport expenses</b>
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## **Part 1 – outside working hours**

### **Copenhagen and Zone 1**

#### **Mileage allowance**

1. Mileage allowance is payable by the enterprise from the centre of the postal district in which the employee lives to the centre of the postal district in which the workplace is located pursuant to the table in [annex 7](#). The distances stated in the table have been reduced by a free zone of 6 km.

The amount comprises the rate applicable at any time, based on the government rates for use of private transport not exceeding 20,000 km per year, currently DKK 3.53.

Payment will be made for one way only.

### **Driving time**

2. Payment will not be made for driving time in table 1.

### **Regional districts and Zone 2**

#### **Mileage allowance**

3. Mileage allowance and driving time are payable by the enterprise for the shortest distance from the workplace to the employee's home or to the enterprise workshop, the distance being reduced by 10 km.

The amount comprises the rate applicable at any time, based on the government rates for use of private transport exceeding 20,000 km per year, currently DKK 1.93.

The enterprise pays mileage allowance per kilometre both ways.

#### **Driving time**

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

#### **From the regional districts to Copenhagen**

5. Travel from the regional districts and Zone 2 to Copenhagen and Zone 1 is paid for pursuant to the rules in subclause (3).

#### **From Copenhagen to the regional districts**

6. Mileage allowance and driving time from Copenhagen and Zone 1 to a workplace in the regional districts and Zone 2 are payable for the shortest distance between the workplace and the employee's home or the enterprise workshop, the distance being reduced by 10 km.

#### **Employed in workshop**

7. Mileage allowance and driving time will not be paid if the employee was hired for or by agreement is permanently employed in a

workshop, service work in an enterprise or institution, or is based out of the enterprise workshop.

## **Part 2 – During working hours**

8. If private transport is used on enterprise business employees must receive payment per kilometre travelled corresponding to the rate applicable at any time, based on the government rates for use of private transport not exceeding 20,000 km per year, currently DKK 3.53.
9. The organisations are also agreed that the individual employee has a free hand as to whether he wishes to place his vehicle at the enterprise's disposal.

## **Part 3 – General**

### **Car sharing**

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

Passengers will be paid pursuant to subclause (4)

Arrangements must be made regarding route and time so that pick-up is convenient for the individual.

### **Ferry and bridge tickets**

11. Ferry, bridge ticket and motorway charges must be paid for by the enterprise.

### **Temping agencies**

12. If the temping agency only hires out labour to a client enterprise, and therefore does not have its own contract for construction matters within the collective agreement's scope of cover, "the enterprise's workshop" is to be understood as the client enterprise's workshop, and the temping agency settles [Art 30](#) and [Art 31](#) in the Building Agreement for the temps using this as a basis.

### **Note**

This provision does not apply to enterprises previously covered by the Collective Agreement for Joiners and Carpenters between the Danish Contractors' Association and the United Federation of Danish Workers.



The mileage allowance provisions in [annex 3](#) apply instead.

## Art 31 Overnight accommodation

### Overnight accommodation

1. If the workplace is located more than 110 km from the employee's home the enterprise must pay documented board and lodging expenses for hotel, inn or similar accommodation of reasonable standard at the relevant location.
2. Employees and the enterprise can instead of the provision in subclause (1) reach a local agreement that the enterprise pays allowances based on the government rates, currently:

	2017	2018	2019	2020
Board, DKK	365.25			
Accommodation, DKK	209.00			

The employee therefore organises his own board and lodging.

3. Employees and the enterprise can instead of the provision in subclauses 1 and 2 reach a local agreement that the enterprise organises board and lodging.
4. In addition, incidental expenses are payable at the rate in force at any time, based on the government rates for tax-free payment where overnight accommodation is involved, currently DKK 121.75.

### Interpretation of "or similar"

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

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

- Each employee has a separate bedroom
- Common areas are set up in connection with housing containers
- Where overnight accommodation on the building site or supporting areas is concerned, the residential area must be separate from the building site and the welfare measures as described in [Art 27](#) must not be included in the residential area. The enterprise pays for cleaning at least once a week.
- The installation complies with the authorities' approval
- The rules can be dealt with under the Industrial Disputes Procedure.

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

6. The transport allowance from employees' place of residence to the workplace is paid in accordance with [Art 30](#).
7. Employees are entitled to outward and homeward journeys once a week at a travel allowance rate of that set out in [Art 30](#), subclauses (3) and (4). The distance paid for is that between the workplace and the employees' residence, without free zone. The transport allowance is valid to the nearest point of entry.

## Chapter 7

### Piecework/pay systems

<b>Art 32 Piecework basis</b>
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#### **Piece-rate**

1. If required by one of the parties, all new work is performed as piecework and paid according to the pricelists valid between the Danish Construction Association and the United Federation of Danish Workers and related provisions.

#### **Glazier's work**

2. Performance of glazier's work is subject to the piece rate lists and supplements in force between the Danish Glaziers Association and the United Federation of Danish Workers.

All new building work for which the piece rate including all supplements exceeds DKK 400 must be performed as piecework and paid for according to the piece rate list.

The piece rate list does not cover fixture work (shop premises, banks, etc.), furniture work and industrial workshop work.

In such situations and all other situations the collective agreement between the Danish Construction Association and the United Federation of Danish Workers applies.

#### **Floorlayer's work**

3. Performance of flooring work is subject to the piece rate list and related provisions in force between the Danish Construction Association (the Association of Floor Trade Employers) and the United Federation of Danish Workers.

The piece rate list does not cover flooring work comprised by the piece rate list applicable between the Danish Construction Association and the United Federation of Danish Workers.

In all other situations the collective agreement between the Danish Construction Association and the United Federation of Danish Workers applies.

## **Art 33 Establishment of piecework contracts**

### **Work allocation**

1. The scope of piecework must be established in writing before the work commences if either party so wishes. As far as possible, reference to dated drawings and descriptions supplied will be made on the work allocation.

Any disagreement on the distribution of work can be dealt with under the Industrial Disputes Procedure but does not affect the parties' right to work piecework.

### **Piecework rate lists based on standard prices**

2. The parties are entitled during the course or at the end of the work to request all the work to be based on the applicable pricelists.

The piecework rate list must contain information on the pricelist's tariff numbers, quantity and price.

Submitted piecework lists must be signed and state the submission date.

The recipient must acknowledge receipt of the lists.

If the parties exchange piece rate lists based on the organisations' pricelists, or objection thereto, the work is seen as performed as piecework.

### **Piecework contracts based on standard prices or rough estimates etc.**

3. If one of the parties requests a contract based on standard prices or a rough estimate, a written proposal for such a contract - based on the piece rate lists based on the organisations' pricelists and/or special payment proposals - must be submitted to the other party before half the work being negotiated has been performed. If the parties have not submitted a standard price or rough estimate proposal before half the work has been performed, the work is not performed as piecework in accordance with the contents of subclause (3). The other party must acknowledge receipt and reply in writing to the proposal within 10 working days.

The day of receipt is not included in the above time limit.

The proposal and reply must then be negotiated between the parties. If a reply is not received within the time limit stated the proposal will apply.

Piecework contracts for a standard price or rough estimate must be in writing and signed by both parties to be valid.

If agreement is not reached, the disagreement must be settled pursuant to the Industrial Disputes Procedure.

If disagreement arises between enterprise and employees when the parties have exchanged piecework proposals based on standard rates or rough estimates, etc., accounts prepared by the employees based on the piece rate lists and the calculation basis of the enterprise, must be presented at conciliation between the parties. These documents provide the basis for resolving the dispute. These documents provide the basis for resolving the dispute.

### **Special piecework payments**

4. In the case of piecework not specified in the piece rate list, a special piecework contract may be concluded if either party so wishes. A written proposal for such a contract must be submitted to the other party in the course of the work, who must give a written reply to the proposal within five working days, after which the proposal and reply are negotiated between the parties. The parties are obliged to acknowledge receipt. If a reply is not forthcoming within the specified five working days, the proposal is deemed to have been accepted. The day of receipt is not included in the above-mentioned time limit. If agreement is not reached, the disagreement must be settled according to the Industrial Disputes Procedure. A request for such settlement must be lodged within two months of the other party's receipt of the claim. If the parties exchange negotiation sheets, or objection thereto, the work is seen as performed as piecework.

### **Local agreements**

5. In the case of piecework, a local agreement can be entered into between the enterprise and employees for work which cannot be fully

or partially derived from the pricelists agreed between the organisations.

A local agreement must be in writing and signed by both parties to be valid.

The parties who reached the agreement can mutually terminate the local agreement on giving three months' notice.

### **Written communications**

6. When a message for a work team concerning working conditions is given in writing to the shop steward / employee representative it is deemed to have been communicated to the work team. The shop steward / employee representative is obliged to pass on the message to the work team.

### **Repair works**

7. It is a condition that access to piecework does not place obstacles in the way of normal performance of repair work, and employees engaged in piecework cannot refuse to interrupt piecework in order to perform repair work.

However, reasonable consideration should be given to ensuring that it is not always the same employees who are taken off piecework.

### **Pay systems**

8. Incentive pay systems may be implemented when agreement exists between enterprise and employees and when approved by the organisations.

### **Supplement to the carpenters and joiners' piece rate list**

9. The supplement is payable from the start of the pay week that includes:

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

### **Zone supplements**

10. The zone supplement applies to Copenhagen, Zones 1 and 2. The supplement is 3%.

The zone supplement is paid for:  
Sections 1, 2, 5, 7, 8 and 10.

No zone supplement is paid for:

Sections 3, 4, 6, 9 and 10 groups 5 and 6.

A zone supplement is not added to points used in section 10 for work pursuant to sections 3, 4, 6, 9 and 10 groups 5 and 6.

**Conditions other than those of the price rate list**

11. Where wall and/or roof cassettes or similar structures are manufactured by piecework, and on conditions other than those described in the price rate lists under the general provisions and special provisions, the local parties will assess the size of the deduction in each case after inspecting the conditions at the workplace.

A criterion for a deduction is that resources are made available in addition to the general resources made available on a building site.

**Pay not dependent on performance**

12. An agreement can be reached between an enterprise and employee that payment for the work is not dependent on performance.

<b>Art 34 Piecework conditions</b>
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**Binding agreements**

1. A piecework contract between the enterprise and the employees is mutually binding.

**Dismissal of employees engaged in piecework**

2. An enterprise cannot dismiss the employees before work completion without identifiable reason. In the case of such dismissal, the employees must be paid the full piecework amount.

**Departure of employees from piecework**

3. If an employee departs a piecework group consisting of two or more members, any bonus over and above the amount paid accrues to the other pieceworker(s).

**Objection to the work in the event of departure from piecework**

4. For work departed by an employee on piecework which cannot be taken over by remaining employees on piecework, and which is not

objected to pursuant to [Art 38](#), subclauses (1), (2) and (3), the enterprise is entitled to object in accordance with the provision in [Art 38](#), subclause (4).

### **Piecework deficits**

5. The enterprise is entitled to settle the piecework contract if the enterprise substantiates that hourly employee earnings at the time of calculation are below the minimum pay. The parties are then discharged.

### **Piecework completion**

6. Unless otherwise agreed the employment relationship ceases when the piecework has been completed.

### **Increase and decrease in piecework employees**

7. The enterprise or its representative may increase or reduce the number of other employees engaged in the piecework when considered necessary or appropriate.

The shop steward/employee representative cannot independently engage or dismiss employees but has the right to lodge a complaint if he believes that too many or too few employees are being allocated to the piecework contract.

If agreement cannot be reached, the matter may be dealt with according to the Industrial Disputes Procedure at a conciliation meeting held within five days of receipt of a conciliation request.

<b>Art 35 Piecework payment and advance payment</b>
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### **Piecework payment**

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

1 March 2017 .....	DKK 135.50
1 March 2018 .....	DKK 137.50
1 March 2019 .....	DKK 139.50



## **Advance payment**

2. The employees are entitled, on each pay day, to receive payment of up to 85% of the verifiably earned piecework bonus.

A request for an advance payment for piecework must be sent five working days before the pay day.

Advance payment will not be made for piecework contracts of less than three week's duration.

<b>Art 36 Piecework job accounts</b>
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## **Job accounts**

1. The job accounts must contain the agreed piecework sum, an account of negotiations, an account of time consumed and amounts paid on account, and the distribution per employee must be stated.

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

The job accounts must be received by the enterprise not later than 15 working days after piecework completion. If the time limit for submission is not met, claims for settling of piecework accounts are regarded as forwarded too late.

## **Review of accounts / Job accounts**

2. Review of submitted job accounts must be submitted no later than ten working days after receipt of the job account.

The objections must be made in writing, specify the items objected to, and show the amount for payment. The objections must be addressed to the holder of the piecework contract who has signed the accounts.

The objection time-limits also apply to job accounts prepared by the enterprise.

## **Payment of undisputed piecework bonus**

3. Payment of undisputed piecework bonus must be made on the first pay day following the week in which the review deadline expires.

### **Payment of disputed piecework bonus**

4. In the event of a dispute concerning the correctness of the job accounts, the disputed items must be referred for settlement according to [Art 73](#). A written request for such action must be given not later than two months after the job accounts were submitted.  
If the time limit is exceeded the accounts are payable in accordance with the review by the enterprise.

### **Art 37 Registered post/certified delivery or electronic delivery**

1. If a proposed piecework job account, piecework contract, negotiation slip or job account or objection to these cannot be delivered personally, it may be delivered by registered post/certified delivery, sent within the above-mentioned time limits.

The postmark date applies.

If the review deadline is exceeded the accounts are payable at the nominal amount.

### **Electronic delivery, e-mail, SMS or suchlike**

2. If information is sent electronically, it is considered received once the recipient has sent electronic acknowledgement to the sender.

If this acknowledgement is not received, the information must be sent pursuant to subclause (1) for the objective time-limits to be valid.

### **Art 38 Review of piecework**

1. The enterprise may object to the work during its progress.
2. If the employee during the piecework delivers in writing all or parts of the allocated piecework to the enterprise, the enterprise must object to the work no later than ten working days thereafter.
3. Unless it is agreed that the employment will continue, the employee must, no later than two working days before the end of the piecework, notify the enterprise of the date of the end of the piecework, so that

the parties can agree a date for a review of the work performed. The enterprise's opportunity to review the piecework ends when the employment terminates.

4. If the piecework is not objected to by the enterprise pursuant to subclauses (1), (2) or (3), the enterprise must, no later than ten working days after delivery of the weekly pay sheets stating the final piecework hours, deliver a review of the work.
5. In all cases, the enterprise's review must be in writing and delivered to the team foreman /shop steward.

### **Art 39 Holiday closure**

1. When an enterprise closes entirely for the holidays, the time limits laid down in the collective agreement are extended by a corresponding number of days. If the formal date of wage payment falls during a holiday, wages will be paid on the first normal pay day after the holidays. If desired, amounts may be paid on account.

### **Art 40 Trainee participation in piecework**

#### **Job accounts**

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

#### **Trainee participation**

2. When trainees participate in the employees' piecework, the trainee's hourly wage and the following hourly amounts are deducted from the employees' payment for piecework from the start of the pay week that includes:

##### **1 March 2017**

1st pay period	DKK 2.00 total per hour	DKK 66.65
2nd pay period	DKK 6.00 total per hour..	DKK 84.05
3rd pay period	DKK 11.00 total per hour.	DKK 99.95
4th pay period	DKK 18.00 total per hour.	DKK 125.35

### **1 March 2018**

1st pay period	DKK 2.00 total per hour.. DKK 67.75
2nd pay period	DKK 6.00 total per hour.. DKK 85.40
3rd pay period	DKK 11.00 total per hourDKK 101.45
4th pay period	DKK 18.00 total per hour. DKK 127.15

### **1 March 2019**

1st pay period	DKK 2.00 total per hour.. DKK 68.85
2nd pay period	DKK 6.00 total per hour.. DKK 86.75
3rd pay period	DKK 11.00 total per hourDKK 103.00
4th pay period	DKK 18.00 total per hour. DKK 129.05

### **Participation of adult trainees**

3. When adult trainees participate in the employees' piecework, agreement is made locally on payment set-off, which may however not exceed the trade minimum rate of pay.

### **Piece-rate**

4. Trainees do not have an independent piecework right.

<b>Art 41 New materials</b>
-----------------------------

1. To fix rates for new materials or materials intended for substitution in the building sector, or when changing previously used constructions or work forms, an equal-representation committee will be set up by the Danish Construction Association and the United Federation of Danish Workers.
2. At the request of either party, the committee must start negotiations on fixing rates for the materials stated. If the organisations are in agreement, the committee's decision will be entered in the price rate list.

If the organisations are in agreement, the committee can if necessary also open negotiations on changes in existing piece rates.

To become valid, any such changes must be approved by the competent assemblies of the organisations.

## Chapter 8

### Pension schemes

#### Art 42 Pensions and healthcare scheme

#### Pension agreement

1. The enterprise pays pension contributions to adult employees having reached the age of 18 and trainees having reached the age of 20 and having had six months' employment under a collective agreement between the unions of the Federation of Building, Construction and Woodworkers' Unions (*the BAT Cartel*) and the Danish Construction Association or Tekniq, or having had paid work for a similar period of time.

Employees covered by accession agreements etc. are affiliated to the pension scheme.

#### Calculation of pension contribution

2. Pension contributions are calculated on the basis of the taxable income subject to tax deducted at source (A tax). This means that, for example, piecework bonus, sick pay/sickness benefit paid by the enterprise, shelter money, other taxable allowances (e.g. taxable mileage allowance) and public holiday pay and holiday pay must be included in pensionable wages.

Tax-free mileage allowance, other tax-free allowances (e.g. subsistence allowances) and allowance payable for the 1st and 2nd day of unemployment are not to be included in the calculation of pension contributions, as is the case with sick pay, maternity benefits and other benefits paid by the local authority.

#### Amount of pension contribution

3. The pension contribution is equal to 12% of the employee's pay providing entitlement to holiday, plus payment for holidays and Sundays/public holidays. The employee him/herself pays 4% of the contribution, and the enterprise pays 8%.

## **Payment of pension contribution**

4. The parties agree that enterprises pay the employee's 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.
5. Issues regarding non-declaration and non-payment of pension contributions are resolved in accordance with the provisions of the protocol on pension contributions to PensionDanmark of 28 January 2011.

## **Increased pension contribution during maternity leave**

6. During the 14 weeks of maternity leave, an extra pension contribution is payable to employees whose length of service amounts to six months at the expected time of birth.

Pension contribution per month..... DKK 2,040.00

Per hour..... DKK 12.75

The enterprise pays two-thirds and the employee one-third.

## **Healthcare scheme**

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

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

<b>Art 43 ATP</b>
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Pursuant to the Act on the Danish Labour Market Supplementary Pension Scheme (ATP) (*Lov om Arbejdsmarkedets Tillægspension*), the contribution amounts to:

**Employees paid by the week:**

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

**Employees paid by the month:**

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

## Chapter 9

### Sickness, sick children, maternity provisions, etc.

#### Art 44 Pay during periods of sickness and injury

##### Period and payment

1. Wages are paid by the enterprise during periods of sickness of up to four weeks, starting from the first whole day of absence.

Wages are paid by the enterprise during absence periods of up to eight weeks as a result of injury, starting from the first whole day of absence.

Full wages are paid to employees during periods of sickness and injury, up to the following hourly maximum from the start of the pay week that includes:

1 March 2017 .....	DKK 141.00
1 March 2018 .....	DKK 143.00
1 March 2019 .....	DKK 145.00

The calculation basis is the employee's total earnings (including piecework supplements, bonus, inconvenience allowance, etc.) per working hour during the four weeks prior to the absence.

If the number of working hours performed in the preceding four-week period is not available, hours of work must be calculated according to the provisions of the Act on Sickness Benefits (Sygedagpengeloven). Sick pay for up to 37 hours per week is calculated as the number of calculated hours times the rate in force from time to time.

##### Note

The liability of the enterprise applies in case of bankruptcy during the sickness period.

##### Length of service

2. The length of service with the enterprise of the employees concerned must be three months. The relevant length of service is calculated within a time frame of 18 months. See, however the exceptions in subclauses (3) and (4).



After completing their traineeship, trainees who continue employment with the same enterprise are considered to have accrued three months' service in relation to sick pay.

### **Injury**

3. The provision of subclause (2) regarding length of service does not apply to absence as a result of injury at the enterprise suffered during the performance of work. It is a condition that the employee qualifies for sick pay pursuant to the provisions of the Act on Sickness Benefits.

### **Pregnancy examinations**

4. The provision of subclause (2) regarding length of service does not apply to absence as a result of pregnancy examinations.  
If pregnancy examinations cannot take place outside the pregnant employee's normal working hours, sick pay is payable at the rate fixed in the collective agreement for the number of hours the employee is absent.

### **Insufficient length of service**

5. Sickness benefit pursuant to the provisions of the Act on Sickness Benefits is paid to employees who do not meet the length of service requirement of subclause (2), provided they qualify for benefit in accordance with the provisions of the Act on Sickness Benefits.

### **First day of sickness**

6. If an employee has to leave the enterprise as a result of injury or sickness, the enterprise pays the same hourly rate as stated above for the remaining normal working hours on the day concerned.

### **Section 56 agreements**

7. The above-mentioned provisions do not apply to sickness covered by an agreement concluded between the enterprise and employees pursuant to the provisions of the Act on Sickness Benefit on long-term and chronic illness (section 56).

### **Restrictions**

8. The above-mentioned provisions cannot be invoked in any legal action brought against an enterprise which includes a claim for full compensation for lost earnings.

### **Holiday, public holiday and floating holiday pay**

9. Holiday, public holiday and floating holiday pay and pension are paid during the above-mentioned period (up to a maximum of four weeks/eight weeks).

<b>Art 45 Child's first sick day</b>
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#### **Children at home**

1. Employees and employees on training courses are allowed time off whenever this is required to take care of their own child/children below the age of 14 during periods of sickness at home.

#### **Time off granted**

2. Time off is granted to one parent only and during the child's first whole day of sickness.
3. If the child falls ill during the employee's working day, and the employee has to leave work for that reason, the employee is entitled to time off for the remaining working hours of the day in question.

#### **Rate of payment**

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

1 March 2017 .....	DKK 141.00
1 March 2018 .....	DKK 143.00
1 March 2019 .....	DKK 145.00

Holiday, special holiday, and public holiday allowance and pension are payable on the amount paid.

<b>Art 46 Hospitalised children</b>
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1. Employees and employees on training courses are allowed time off when it is necessary in connection with hospitalisation, including

when the hospitalisation is entirely or partly in the home. This rule applies only to children below the age of 14.

2. Time off is allowed for one custodial parent only for a maximum period of one week in total per child within a 12-month period.
3. The employee must produce documentation of such hospitalisation on request.
4. Payment is made at the full wage, up to the following hourly maximum from the start of the pay week that includes:

1 March 2017 ..... DKK 141.00

1 March 2018 ..... DKK 143.00

1 March 2018 ..... DKK 145.00

Holiday, floating holiday, and public holiday allowance and pension are payable on the amount paid.

#### **Art 47 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.

#### **Art 48 Maternity provisions**

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

1. Employees with a length of service on the anticipated date of confinement of six months within the most recent 18 months receive

pay during absence from work in connection with childbirth for a period of four weeks before the anticipated date of confinement and up to 14 weeks after the confinement (pregnancy leave/maternity leave).

2. Adoptive parents receive pay during maternity leave for 14 weeks from receipt of the child.

### **Paternity leave**

3. Fathers receive pay for up to two weeks during paternity leave subject to the same conditions.

### **Parental leave**

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

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

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

The whole 13-weeks' leave must be taken within 52 weeks of the child's birth. Unless otherwise agreed, the parent must inform the enterprise about his/her decision to take parental leave with a three-week notice.

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

### **Payment during pregnancy, paternity and maternity leave (and until 1 July 2017 during parental leave)**

5. Payment during pregnancy, paternity and maternity leave (and until 1 July 2017 during parental leave) corresponds to the wage the parent concerned would have received in the period, however up to the following hourly maximum from the start of the pay week that includes:

1 March 2017 .....	DKK 141.00
1 March 2018 .....	DKK 143.00
1 March 2019 .....	DKK 145.00

Holiday, special holiday, and public holiday allowance and pension

are payable on the amount paid.

The amount includes the statutory maximum benefit rate.

### **Payment during parental leave after 1 July 2017**

6. Payment during parental leave is full pay.
7. Pay during parental leave is calculated as the employee's expected loss of income per working hours including systematically occurring nuisance compensation during the leave period.
8. If the expected loss of income per working hours is unknown, the pay during the leave is calculated on the basis of earnings in the last 13 weeks prior to the start of the leave. Earnings include systematically occurring nuisance compensation but not irregular payments with no relation to the working hours performed in the period. Any piece-work surplus in the 13-week period is included pro rata with the hours that relate to the piece-work surplus.
9. If the number of working hours performed in the preceding 13-week period is unknown, the number of hours is calculated on the basis of working hours of 37 hours a week.
10. Payment is conditional on the enterprise being entitled to a refund equivalent to the maximum unemployment benefit rate. If the refund amounts to less, payment to the employee is reduced correspondingly.

<b>Art 49 Compassionate leave</b>
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Employees hired under this collective agreement are entitled to time off to care for seriously ill, close relatives.

## **Chapter 10**

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

#### **Art 50 Holiday entitlement**

1. Employees are entitled to 2.08 days of holiday for each month of employment in a calendar year.
2. Holiday entitlement for less than one month's employment is also calculated relative to the length of service.
3. Calculation of number of holidays includes periods of absence during which the enterprise pays sickness holiday allowance and during which the enterprise pays wages according to the collective agreement in connection with sickness, childbirth/adoption, continuing education and training, days off according to the collective agreement, child's first day of sickness and hospitalisation.
4. Holidays must be taken as whole days, so the calculation of holidays is rounded up or down to the next whole number of days.
5. Where an employee has not earned his full holiday entitlement (25 days off) with holiday allowance or pay, the employee is entitled to take the full number of holidays. However, the employee is not entitled to holiday allowance or pay in respect of the supplementary holidays taken.

#### **Art 51 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. Holidays commence at the beginning of normal working hours on the first day off and ends at the end of working hours on the last day off.
3. If holidays are taken in whole weeks, the holiday ends 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 a minimum of 15 days consecutively – the main holiday – during the period 1 May to 30 September (the holiday period).
5. If the employee has earned less than 15 days' of holiday, the entire holiday earned is the main holiday.
6. It may be agreed at local level that the main holiday must be taken consecutively outside the holiday period. However, not less than 10 days must be taken consecutively.

### **Residual holiday entitlement**

7. Any remaining holidays (residual holiday entitlement) must be taken consecutively, consisting of not less than five weekdays, but may be taken outside the holiday period. If the remaining holidays amount to less than five days, these days must be taken consecutively. Where operational considerations at the enterprise make it desirable, any remaining holidays may be taken as single days of leave.

### **Timing of holidays**

8. Subject to negotiations with the employees, the enterprise may stipulate when holidays are to be taken.
9. The preferences of the employees regarding holiday timing must be accommodated as much as possible, including the wish for the main holiday to be taken at the time of the school summer holiday of the children of employees.
10. The enterprise must notify the employees as soon as possible about the time when holidays are to be taken, but the main holiday must be notified not later than three months before it is to commence. The remaining holidays must be notified not later than one month before they are to commence, unless prevented by special circumstances.

### **Change of holidays**

11. The enterprise may change previously scheduled holidays if rendered necessary by important, unpredictable operational considerations.
12. The employees must be compensated for any financial losses as a result of the postponement.

13. Holidays already commenced cannot be postponed.

### **Holiday closure**

14. If an enterprise is closed during holidays, employees who are not entitled to holidays throughout the entire closure period cannot claim special compensation due to the closure.

### **Holiday closure between Christmas and New Year**

15. Where an enterprise is closed on working days between Christmas and New Year, the enterprise must order employees having earned more than 15 days of holiday to take holidays during such working days, see the provisions on the timing of holidays.

16. If the enterprise fails to set holidays between Christmas and New Year, the enterprise must pay wages to the employees for the days concerned.

17. The wages must be calculated on the basis of the usual wages earned by the employees in the four weeks prior to Christmas.

<b>Art 52 Sickness and holidays</b>
-------------------------------------

1. If an employee is sick when holidays commence, the employee has no obligation to commence his holidays, and any holidays can be postponed. If an employee falls sick during holiday, after five days of sickness the employee is entitled to compensatory holiday upon the presentation of medical certificate.

The employee must notify sickness to the enterprise in the usual manner.

When the employee notifies the enterprise of fitness to return to work, he must inform the enterprise of whether he wishes to commence the holiday. If the employee does not wish to commence the holiday, he must notify the enterprise again of intended holidays.

### **Sickness during collective holiday closure**

2. If an employee falls sick during collective holiday closure of the enterprise, after five days of sickness the employee is entitled to compensatory holiday on the condition that the employee has reported sickness to the enterprise in the ordinary manner.



### **Notification of fitness to return to work during collective closing**

3. If an employee who is absent due to sickness before the holiday commences, notifies the enterprise of his fitness to return to work during a collective holiday closing, the employee resumes work and may demand that his holidays are scheduled some other time.
4. If it is not possible to offer the employee any employment during such period, the holiday is considered to have commenced at the time of notification of fitness to return to work, unless otherwise agreed.
5. The holiday which the employee was prevented from taking due to sickness must be taken in continuation of the holiday originally notified, unless otherwise agreed.

<b>Art 53 Transfer of holidays</b>
------------------------------------

1. Subject to local agreement, holidays earned and not taken in excess of 20 days are transferred to the following holiday year.
2. No more than 10 days of holiday may be transferred, and all holidays must be taken not later than in the second holiday year after the transfer.
3. A written agreement must be entered into before expiry of the holiday year and may not comprise more days than earned by the employee in the enterprise.
4. The organisations must jointly draw up a form to be used for transfer of holiday agreements.
5. If an employee, having transferred holidays, resigns from work before all holidays have been taken, holiday allowance is paid for holidays in excess of 25 days in connection with the resignation.
6. If, as a result of own sickness, maternity leave, leave in connection with adoption or other leave of absence, an employee is prevented from taking holidays, the employee and the enterprise may agree to transfer the holiday to the following year. Such transfer of holidays may be agreed upon regardless of any other number of holidays

transferred. The agreement must be entered into according to the same rules as stated above.

7. The enterprise cannot order an employee to take holidays corresponding to the length of transferred holidays during a notice period unless, according to agreement, see above, the holidays are already scheduled to take place during the notice period.

#### **Art 54 Holiday allowance**

1. Holiday allowance is calculated at 12.5% of total wages in the holiday qualifying year.
2. Holiday allowance is calculated by the enterprise of all taxable wages and employee benefits, in respect of which no deduction in income is granted and which constitute payment for work during employment.

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

3. The enterprise also pays holiday allowance pursuant to the provisions of section 25 of the 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 during sickness amounts to 12.5% of the sick pay according to the collective agreement which the employee received in the holiday qualifying year.
5. Sickness holiday allowance for periods of absence due to sickness, during which the employee did not receive sick pay, constitutes 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 on commencement of each calendar year.

6. Holiday allowance during sickness for the holiday qualifying year 2017 is payable at the following amounts per working day:

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

Holiday allowance during sickness for the holiday qualifying year 2018 is payable at the following amounts per working day:

	Copenhagen	Regional districts
Skilled workers	DKK	DKK
Unskilled workers	DKK	DKK

Holiday allowance during sickness for the holiday qualifying year 2019 is payable at the following amounts per working day:

	Copenhagen	Regional districts
Skilled workers	DKK	DKK
Unskilled workers	DKK	DKK

Holiday allowance during sickness for the holiday qualifying year 2020 is payable at the following amounts per working day:

	Copenhagen	Regional districts
Skilled workers	DKK	DKK
Unskilled workers	DKK	DKK

The amounts fixed are per working day and payment is based on a five-day week.

#### **Art 55 Holiday card scheme**

1. The enterprise must issue a holiday card to the employee for the past holiday qualifying year not later than on 15 February.
2. The holiday card must state the employee's name and address, wages received, equivalent holiday allowance and number of holidays, tax-at-source deduction and amount of holiday allowance for each day of holiday.

The holiday card to be used must be a holiday card approved by the organisations.

3. If the employee receives no other documentation of holiday allowance accrued to him, the enterprise must issue, on termination of employment, a statement setting out the holiday allowance and number of holidays accrued in favour of the employee.
4. Employees having received provisional statements of holiday pay and holiday entitlements in their favour must inform the enterprise concerned of any change of address.

### **Electronic holiday cards**

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

### **Payslip as holiday card**

7. Where holiday cards are not used, the employee receives a specification of the holiday allowance at year-end setting out the amount of holiday allowance and number of days.
8. In respect of resigned employees, the specification must further make space available for a prospective enterprise to sign for the taking of holidays.
9. The pay specification must be adequate and contain the following information:
  - Wages qualifying for holiday pay
  - PensionDanmark
  - Social security contributions
  - Tax deducted from income at source
  - ATP

and other common wage processing information.

10. In addition, the wage specification must contain relevant information on holiday, public holiday and special holiday allowances and holiday accounts.

### **Endorsement of holiday cards**

11. Employees who are in work or are serving national service must endorse the holiday card with the holiday period, the date the holiday starts, the number of holiday days to be taken along with a specification of the corresponding holiday allowance.
12. If an employee has no enterprise at the time he is to take his holidays, the holiday card is to be endorsed by the unemployment fund (if he receives benefits from an unemployment fund) or by the social welfare committee.

### **Issue of holiday card for residual holiday allowance**

13. If an employee does not take all his earned holidays consecutively, the enterprise issuing the holiday card must pay out the amount that equals the holidays taken and issue a new holiday card for the balance.

<b>Art 56 Payment of holiday allowance</b>
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1. The employee is entitled to holiday allowance from the enterprises at which he was formerly employed against handing in a holiday card issued by the enterprise.
2. Holiday allowance is payable not later than one month before the holidays commence, providing the employee has submitted a duly completed and endorsed holiday card in due time.

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

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

#### **Employee leaves the labour market**

4. Holiday allowance for previous and current qualifying years is paid to the employee if he leaves the labour market for age or health

reasons, or if the employee resigns in connection with moving abroad and deregisters from the Central Office of Civil Registration.

### **Holiday pay of DKK 750 or less on resignation**

5. Holiday allowance may be paid out by the enterprise to employees on resignation if it amounts to DKK 750 or less after deduction of tax and social security contribution.

The enterprise cannot pay out holiday allowance according to the provisions of this paragraph to the same employee more than twice within the same holiday qualifying year.

### **Holiday pay earned totals DKK 1,500**

6. Holiday allowance for a qualifying year is paid out to the employee on commencement of the holiday year whether or not holidays are taken when the amount is DKK 1,500 or less after deduction of tax and social security contribution.

When an employee wishes holiday allowance to be paid out to him without holidays being taken, see above, the employee must sign the holiday card and submit it to the enterprise together with documentation that the conditions for payment of holiday allowance are fulfilled.

### **Employee unable to take holidays**

7. Employees being wholly or partly precluded from taking holidays due to military service, sickness, childbirth, stays abroad, incarceration in a prison institution or other involuntary detainment, transition to status as self-employed or to working at the home, may withdraw their holiday allowance without taking holidays, after expiry of the holiday period, but before expiry of the holiday year.

### **Death**

8. In the event of death, the holiday pay accrues to the estate of the deceased.

### **Endorsement of holiday cards**

7. Prior to payment of holiday allowance, the holiday card must be endorsed to the effect that the employee qualifies according to one of the above-mentioned situations.

## **Art 57 Payment of holiday allowance at the end of the holiday year**

Employees who have not claimed all their holiday allowance by the expiry of the holiday year (30 April) are entitled to have the remaining allowance paid out in the following situations:

### **Holiday allowance of less than DKK 2,250.00**

1. If the unclaimed holiday allowance, holiday with pay or any holiday bonus amounts to less than DKK 2,250.00 after deduction of tax and social security contribution, the enterprise pays the holiday allowance on expiry of the holiday year (30 April).

The above-mentioned amounts are paid to the employee not later than 15 June.

### **Holiday allowance of less than DKK 3,000 for holidays taken**

2. If the holiday allowance amounts to less than DKK 3,000 after deduction of tax and social security contribution for holidays taken, but the amount remains unclaimed by the employee on expiry of the holiday year (30 April), the amount must be paid by the enterprise upon written request of the employee on a form approved by the Agency for Labour Market and Recruitment (*Styrelsen for Arbejdsmarked og Rekruttering*).

### **Unclaimed holiday allowance for resigned employees**

3. Holiday allowance remaining unclaimed by the employee on expiry of the holiday year and earned in the course of employment ceasing not later than on expiry of the holiday year (30 April), must be paid by the enterprise irrespective of the amount of such allowance upon written request of the employee on a form approved by the Agency for Labour Market and Recruitment.

### **Holiday allowance equal to fifth holiday week**

4. Holiday allowance remaining unclaimed by the employee on expiry of the holiday year (30 April) or holiday pay and holiday bonus which have not been paid out to the employee before expiry of the holiday year and relating to holiday earned for employment of a total duration in excess of 9½ months in a holiday qualifying year (fifth holiday week) and in respect of which no agreement on transfer has been

made according to [Art 53](#) of this collective agreement, must be paid out by the enterprise upon written request of the employee on a form approved by the Agency for Labour Market and Recruitment.

### **Forfeiture of payment option**

5. The option for payment of unclaimed holiday allowance, see subclauses (2), (3) and (4), is forfeited if the employee fails to make a written request to the enterprise for payment of the holiday allowance not later than 30 September after expiry of the holiday year, on a form approved by the Agency for Labour Market and Recruitment. The unclaimed holiday allowance is then paid into holiday fund, see [Art 59](#).

<b>Art 58 Special provisions</b>
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### **Holiday card trafficking and debt recovery proceedings**

1. Agreements providing for the transfer of holiday cards or holiday entitlement statements are void, and holiday cards cannot be made the object of debt recovery proceedings.

### **Forfeiture of holiday allowance**

2. Holiday allowance remaining unclaimed within three years of expiry of the holiday year in which the holidays should have been taken, is forfeited and accrues to the Building and Construction Industry Holiday Fund, unless the employee raises a claim for payment of the holiday allowance by legal proceedings, according to the Industrial Disputes Procedure, by making a report to the police, submission of a petition in bankruptcy or approaching the Agency for Labour Market and Recruitment.

### **Waiver of holidays**

3. An employee cannot by agreement waive his rights to holiday, holiday allowance or paid holiday.

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

4. The enterprise may set-off amounts against the holiday allowance due to the employee, if the employee has committed an unlawful act during his employment with the enterprise and such act has resulted in an overdue and documented counterclaim from the enterprise. Any



set-off is furthermore subject to the employee having admitted the unlawful act or the unlawful act having been established by legal decision.

The enterprise may withhold an amount equal to the counterclaim until the case has been decided, if the enterprise has instituted civil proceedings or proceedings according to the Industrial Disputes Procedure, laid an information against the employee with the police or if the employee has been charged with an offence.

### **Work during holidays**

5. If an employee undertakes work against payment during holidays, the Agency for Labour Market and Recruitment may demand that holiday allowance, holiday pay and holiday bonus owed to the employee for all or part of the holidays be paid into the holiday fund.

### **Disagreements**

6. Disagreements regarding the rules on holidays, holiday cards and holiday fund must be dealt with according to the Industrial Disputes Procedure.

### **Holiday pay guarantee**

7. The organisations agree that holiday payments are part of the wages of the employee in question, and if requests for payment of holiday allowance prove unsuccessful, the Danish Construction Association guarantees payment of holiday allowance.

However, this applies only to amounts earned up to 14 days after the time when, by registered post, the Danish Construction Association notifies the United Federation of Danish Workers that membership has ceased or bankruptcy occurred.

Payment is made to the United Federation of Danish Workers when the Danish Construction Association receives an overdue claim from the United Federation of Danish Workers – holiday card or documentation for the earnings. The United Federation of Danish Workers then settles holiday payments to its member(s).

Where the Danish Construction Association makes holiday payments, the United Federation of Danish Workers undertakes, on behalf of its members, to assign the claim concerned to the Association.

## **Art 59 Professional holiday fund**

1. In order to allow an increasing number of the members of the United Federation of Danish Workers to spend their holidays in holiday cottages, the organisations concerned have established the Building and Construction Industry holiday fund.

Holiday allowance that remains unclaimed by the expiry of the holiday year within which holidays should have been taken goes towards financing the holiday fund.

2. The Danish Construction Association's members are under an obligation to pay unclaimed holiday allowance to the Danish Construction Association not later than 30 September.

The United Federation of Danish Workers may demand that spot checks of payments be made by a state-authorised public accountant at its own expense. If the audit confirms that the enterprise has failed to settle unclaimed holiday allowance, the enterprise must pay the audit fees itself.

The Danish Construction Association must transfer the payments received to the Building and Construction Industry holiday fund not later than 15 November.

## **Art 60 Payment of public holidays, floating holidays, additional holidays for senior employees and childcare days**

### **Accumulation**

1. Public holiday and floating holiday payments to pay for public holidays, floating holidays, additional holidays for senior employees and childcare days amount to 8.60% of the employee's holiday qualifying pay, including sick pay according to the collective agreement.

From the start of the pay week that includes 1 March 2018, the public holiday payments increase to .....9.30%

From the start of the pay week that includes 1 March 2019, the public

holiday payments increase to .....9.90%

The amount includes holiday allowance on public holiday and floating holiday payments.

### **Payment**

2. Amounts accumulated are paid out partly by advance payments in connection with each public holiday, floating holiday, additional holiday for senior employees, and childcare days and partly by payment of the balance.

### **Advance payment**

3. The amounts of advance payments per day are:  
for adult employees..... DKK 1,100.00  
for young employees (up to a maximum of full  
personal pay) ..... DKK 650.00

The following days count as public holidays:

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

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

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

### **Payment of amounts in advance**

4. Advance payments are made together with the wages for the pay period in which the public holiday(s) or special holiday(s) fall(s).  
If holidays or closure prevents payment at this time, payment must be made on the first successive pay day.

### **Right to advance payments**

5. From their first day of employment, employees qualify for the accumulated amounts mentioned in subclause (1) and the advance payments mentioned in subclause (3).

As regards floating holidays, additional holidays for senior employees and childcare days, advance payments can never exceed the amount

deposited at any time in the public holiday/floating holiday account.

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 subclause (3).

As regards public holidays, there is assumed to be cover for setting the amounts off against any wages owed, if the employee resigns.

### **Balance**

6. The public holiday and the special holiday account is made up each year together with completion of the payroll accounts for the 52nd pay week and the tax statement.

Any surplus on the account is payable not later than on the first pay day in January, unless the employee has made a request before 30 November that the balance – or part thereof – be paid as an extraordinary pension contribution.

Advance payments for 1 January are included under the public holiday and special holiday account for the preceding calendar year.

Any deficit on the account constitutes debt to the enterprise which may set off against wages owed.

### **Resignation**

7. Any surplus or deficit on the account is settled at the time an employee resigns from the enterprise.

### **Work on public holidays**

8. Employees required to work on a public holiday qualify for the above-mentioned advance payments in addition to the payments laid down in the collective agreement.

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

9. If the supplement is specified in the employees' payslips, cf. the provisions of the collective agreement to this effect, or a similar statement, a posting enterprise may omit to establish 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, accumulated public holiday and floating holiday payments accrue to the estate of the deceased.

### **Guarantee**

11. The Danish Construction Association guarantees payment of public holiday and floating holiday pay according to the same rules as apply to holiday allowance, provided that only public holiday and/or floating holiday payments are owed to the employee on his resignation.

<b>Art 61 Senior agreement</b>
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### **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 42](#), 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. This choice is binding on the employee and will continue in the following calendar years. However, the employee may inform the enterprise before 31 December whether the employee wishes to make any changes for the coming calendar year.

### **The first year of the senior agreement**

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

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

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

### **Advance payment**

7. Senior advance payment is paid according to the provisions pursuant to [Art. 56, subclauses \(2\)-\(6\)](#). However, additional holidays for senior employees may be taken without advance payment.

### **Disbursement of pension contribution**

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

### **Note**

9. This scheme will be included in the collective agreement, provided that the funds saved can be guaranteed in the event of bankruptcy. If there is security indicating that LG will cover the accumulated funds, Dansk Byggeri will be able to cover entitlements by means of the holiday guarantee scheme.
10. The provision will enter into force on 1 March 2017, always provided that employees may not take additional holidays for senior employees until the 2018 calendar year at the earliest. Senior schemes already agreed will remain unchanged unless otherwise agreed between the enterprise and the employee.

## **Art 62 Holiday rules for posted employees**

1. The provisions of [Articles 50 to 61](#) do not apply to posted employees, i.e. employees who normally perform their jobs in a country other than Denmark but are temporarily working in Denmark; cf. the Danish Act no. 849 of 21 July 2006 on the Posting of Employees.

### **Taking of holidays**

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

### **Payment of holidays**

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

Alternatively, the enterprise and the employees may agree that, to the extent that the legislation in force from time so allows, the enterprise pays compensation to the employees for the lacking holidays, together with the pay. The settlement of the remaining contribution/pay supplement must, cf. the provisions of the collective agreement to this effect, appear from the payslip and be paid out/in for each pay period.

It follows from section 6(1) of the Posting of Employees Act that if the legislation otherwise applying to the employment relationship is less favourable for the employees, especially with regard to the number of holidays and the holiday payment, than sections 7, 23 and 24 of the Holiday with Pay Act, the employer must ensure that the employees are granted additional holidays and holiday pay so that their terms are as favourable as provided for by the Holiday with Pay Act. This means that if the holiday arrangement of the home country

is less favourable than provided for by the Holiday with Pay Act, the employees may earn additional holidays and/or holiday allowance or paid holidays during their posting to Denmark in accordance with the provisions of the Holiday with Pay Act. Under the Holiday with Pay Act, employees are entitled to five weeks' holiday with pay at the rate of 12.5% of the annual pay in holiday allowance or with full pay during the holidays plus a supplement of 1% of the annual pay. The additional holidays and/or holiday allowance should not be granted pursuant to the provisions of the Holiday with Pay Act, but in a manner that fits into the holiday rules of the home country.

### **German enterprises**

4. As regards German enterprises affiliated to ULAK, the German paid leave fund for the construction industry under the social fund for the construction sector's SOKA-Bau, the parties have agreed that no examination should be made as to whether holiday allowances and weekday holiday payments in Germany correspond exactly to the Danish rates. The agreement between the Federal Ministry of Labour and Social Affairs in Germany and the Ministry of Employment in Denmark ensures mutual recognition of the Danish and German holiday rules. According to the Danish-German holiday agreement, the above requires that a statement from ZVK-Bau has been submitted to the Danish union, containing the required gross list of employees.



## Chapter 11 Cooperation

### Art 63 Shop steward rules

#### **Election of shop steward**

1. The employees at each workplace or enterprise with at least six employees, must elect from among themselves a shop steward to represent them in their relations with the enterprise or its representative.

If the number of employees at a workplace or enterprise where a shop steward has been elected is reduced to five or less, the position of shop steward ceases, unless both parties desire the position to be continued. At workplaces with five employees or less, no shop steward is elected, unless both parties so desire.

An employee may only participate in the election of one shop steward at the same workplace or enterprise and is not included in the basis for election of more than one shop steward. The election period for a shop steward is a maximum of two years. Shop stewards are eligible for re-election.

#### **Eligibility**

2. The shop steward must be elected from among employees of acknowledged ability.

#### **Election rules**

3. The election of a shop steward must be scheduled to enable all employees at the workplace or enterprise at the time of the election to participate.
4. The election is not valid until it is approved by the United Federation of Danish Workers and been communicated in writing to the enterprise, which is entitled to contest it.
5. Only employees who are members of the United Federation of Danish Workers have a right to vote.

6. Trainees cannot be elected as shop stewards. Trainees, including adult trainees, have the right to vote for a shop steward in the enterprise's department in which they work on the election date.

### **Further training of shop stewards**

7. Newly elected shop stewards are invited to attend a course lasting 2 x 2 days. Shop stewards are entitled to attend such a course within the first 18 months after being elected.

The enterprise pays the shop steward compensation equivalent to his loss of earnings from attending a course.

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

8. An employee who ceases to be a shop steward after having functioned as such for a consecutive period of minimum three years, and who continues to be employed with the enterprise, is entitled to negotiations with the enterprise about the employee's need for professional updating. The negotiations must be held within one month of the employee ceasing to be a shop steward and at his/her request. As part of the negotiations, it should be clarified whether a need for professional updating exists, and how such updating is to take place.
9. If no agreement can be reached, the employee is entitled to three weeks' professional updating. After having functioned as a shop steward for six consecutive years, the employee is entitled to six weeks' professional updating.
10. The employee receives pay pursuant to [Art. 44](#) during the professional updating. It is a condition that the professional updating is eligible for statutory compensation for loss of wages. The compensation for loss of wages accrues to the enterprise.
11. Support to the professional updating may be granted from the Building and Construction Industry's Development Fund (*Bygge- og Anlægsbranchens Udviklingsfond*).

### **Spokesperson**

12. Where a shop steward is absent on account of sickness, holiday, participation in a course or the like, a spokesperson is appointed to act as substitute for the shop steward. The appointment is not valid until communicated in writing to the enterprise.

A spokesperson thus appointed enjoys the same protection as the elected shop steward for as long as his/her services are needed, provided that he/she is eligible for election as shop steward under the provisions set out above.

### **Shop steward duties**

13. It is the duty of the shop steward to his organisation and the enterprise to do his best to maintain and promote good relations between the parties at the workplace.

However, in carrying out his duties, he may not unduly neglect his work, likewise there must be a rule that joint shelter meetings must – wherever possible – be held outside working hours. The shop steward's activities may not involve the enterprise in any liability for expenses, unless as an immediate result of instructions given by the enterprise.

### **Shop steward tasks**

14. If requested by one or several of his colleagues, the shop steward must submit complaints or proposals to the enterprise on their behalf, provided that the matter cannot be settled satisfactorily by the representative of the enterprise at the workplace. Where the enterprise, or its representative, and the employees concerned cannot reach agreement in negotiations under the general provisions of the collective agreement regarding payment for work, the shop steward may be called on to participate in the negotiations.

Where such negotiations fail to produce a satisfactory result, the shop steward is free to ask his organisation to deal with the matter, but the shop steward and his colleagues are under an obligation to proceed with their work while the organisations are considering the matter.

### **Dismissal of shop steward**

15. Like any other employee, the shop steward can be dismissed by the enterprise, but the enterprise must realise that the nature of the relationship prevents taking such a step, unless there are compelling reasons. Likewise, it is self-evident that the fact that an employee holds the position of shop steward should not in any way impair his employment status.

Reference is also made to Section 8 of the General Agreement (see [annex 1](#)).

#### **Art 64 Work environment representatives**

1. The same rules on election, dismissal, time off for education and training apply to work environment representatives as apply to shop stewards.
2. In addition, reference is made to the existing Working Environment Act (Lov om arbeidsmiljø) and the related executive order.  
Employees having been enrolled for the occupational health and safety training course must have commenced the training within one month of their enrolment.

#### **Supplementary two-day occupational health and safety course**

3. Employees having taken the building and construction training and during their traineeship have acquired the occupational health and safety training certificate are entitled to a supplementary two-day occupational health and safety course within five years of completing their traineeship.
4. Employees having taken the occupational health and safety training course during their traineeship and who are elected safety representatives must be enrolled for the supplementary two-day occupational health and safety course.  
Employees enrolled for the supplementary two-day occupational health and safety course must have commenced the training within one month of their enrolment.
5. The enterprise pays full wages to employees participating in the supplementary two-day occupational health and safety course.

## Art 65 Cooperation and consultation committees

### Consultation committees

1. Enterprises with an average workforce of 35 employees over the past year may set up a consultation committee if proposed by either the management or a majority of the employees.
2. If the number of employees fall below 35, the management or a majority of the employees can demand that the consultation committee be abolished at one year's notice.
3. Even though, according to the provisions of the Cooperation Agreement between the Confederation of Danish Employers and the Danish Confederation of Trade Unions ([annex 2](#)) several consultation committees may be set up within the same corporate group, the parties agree that, subject to agreement between the management and the employee representatives, one group consultation committee may be set up as the only consultation committee within the group.
4. If the group has a senior shop steward, the senior shop steward is ex-officio deputy chairman of the group consultation committee. If the group has no senior shop steward, the deputy chairman of the group consultation committee must be elected from among the shop stewards in the group.

### Joint consultation council

5. The Danish Construction Association and the unions of the BAT Cartel will set up a joint consultation council.
6. The joint consultation council is tasked with handling information and advisory services for enterprise managements, employees and consultation committees to promote cooperation.
7. The joint consultation council considers issues relating to breach of the cooperation agreement and will seek a solution before the issue is referred to the Cooperation Board set up between the Confederation of Danish Employers and the Danish Confederation of Trade Unions.

## **Art 66 Cooperation and working environment**

1. A good cooperation between the management and the employees in the enterprise is an essential requirement for developing the enterprise's productivity and competitiveness and the employees' opportunities for job satisfaction and development.
2. A contribution is collected for employees covered by the collective agreement.  
From the start of the pay week that includes 1 March 2017, the contribution per working hour amounts to..... DKK 0.45  
From the start of the pay week that includes 1 March 2018, the contribution per working hour amounts to ..... DKK 0.50
3. The contribution is used, following agreement, for joint campaigns and activities within the working environment area, to run and build up the activities within the working environment area and for activities aimed at promoting the cooperation between the management and employees.

## Chapter 12

### Education and training

#### Art 67 Continuing education and training

1. If an employee participates in continuing education and training at the enterprise's initiative, the enterprise pays full wages during the course period, up to an hourly maximum of DKK 95.00 and for no more than 37 hours per week.

#### **Note**

This provision does not apply to enterprises previously covered by the Collective Agreement for Joiners and Carpenters between the Danish Contractors' Association and the United Federation of Danish Workers.

The following rules apply instead:

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

## **Art 68 Education and training scheme**

For the purpose:

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

an education and training fund has been set up between the parties to the collective agreement.

Funding is provided according to the following provisions:

### **Employees unionised in the BAT Cartel unions and enterprises that are members of the Danish Construction Association**

1. The organisations must pay the amounts fixed by the technical and continuing education and training committees for employees unionised in BAT Cartel unions and enterprises that are members of the Danish Construction Association.

### **Other enterprises**

2. It is agreed that the amount payable to the education and training fund for enterprises having acceded to the collective agreements and which are not members of the Confederation of Danish Employers or the Cooperation (Kooperationen) is DKK 0.50 per hour.



## **Art 69 Education and Training Fund**

The contribution paid by employers to the education and training fund established between the central organisations is currently DKK 0.42 per working hour performed. The contribution is collected as decided by the central organisations. With effect from the first pay period after 1 January 2018, the amount is increased to DKK 0.45 per working hour.

## **Art 70 Building and Construction Industry Development Fund**

1. The organisations set up the Building and Construction Industry Development Fund, whose purpose is to make grants to employees participating in continuing and further education and training.

### **Time off for education and training**

2. After three months' employment, subject to agreement with the enterprise, employees are entitled to participate in education and training of their own choice of up to two weeks' (ten working days') duration.
3. The education and training must be relevant to employment within the scope of cover of the collective agreement.
4. Education and training can include participation in individual skills assessments in relation to relevant vocational training and labour market training courses within the scope of the collective agreement. On the basis of the skills assessment, a personal education and training plan will be drawn up and, subject to agreement with the enterprise, the employee will be entitled to participate in education and training according to the education and training plan.
5. In connection with a change of job to another enterprise covered by the collective agreement, the employee may participate in education and training in accordance with his personal education and training plan with due regard for the operations of the enterprise.

### **Use of funds**

6. The fund money may be used for:
  - Skills assessment
  - General and vocational continuing and further education and training
  - Improving reading, spelling and arithmetic skills
  - Campaigns focusing on education and training planning in enterprises
  - Administration expenses linked with training activities

### **Contribution**

7. The enterprise pays in DKK 520 per employee per year. The contribution is converted into an amount per working hour.

### **Management and administration**

8. The organisations must set up or join an administration company to administer contributions paid.

Detailed guidelines are laid down in regulations which have been drawn up by the parties.

### **Applications**

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

### **Disagreements**

12. If the United Federation of Danish Workers or the Danish Construction Association finds that the provisions governing the Building and Construction Industry Development Fund do not work as intended, such issues may be the subject of discussion in the Executive Committee.

13. Specific disagreements can be dealt with under the Industrial Disputes Procedure, see [Art 73](#). Disagreements can however not be referred to industrial arbitration.

## Chapter 13

### Social chapter

#### Art 71 Reduced working capacity

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

1. Employees who either permanently or temporarily have reduced capacity for work may enter into an agreement with the enterprise on pay and working hours that deviates from the provisions of the collective agreement.

##### **Approval**

2. The local department must approve such agreements.

##### **Abuse**

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

##### **Contract of employment**

4. It is recommended to use the contract of employment prepared by the organisations in accordance with social chapters, or a similar contract that meets the same conditions. See [annex 5](#).

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

## Chapter 14

### Termination of employment

#### Art 72 Rules on termination of employment

##### Periods of notice for time work

1. Periods of notice are as follows:

	Enterprise	Employee
0 - 8 weeks' employment	1 working day	1 working day
8 weeks - 1 year's employment	2 working days	2 working days
1 year - 2 years' employment	3 working days	3 working days
After 2 years' employment	10 working days	10 working days

##### Right to resign

2. Employees obliged to give notice to quit and engaged in piecework of a duration of less than five days are entitled to resign on completion of the piecework, see [Art 34, subclause \(6\)](#).

##### Written notice of termination

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

If notices of termination cannot be delivered personally, they may be delivered by registered post/certified delivery, sent within the above-mentioned time limits. The postmark date applies.

##### Length of service

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

Leave (Lov om barselsorlov) etc. do not count as interruption of service.

### **Dismissal during injury**

6. Employees suffering injury through no fault of their own during the performance of work for the enterprise, including occupational sickness that is clearly a result of working for the enterprise concerned, cannot be dismissed within the initial eight weeks of the period during which the employee concerned is verifiably incapable of work as a result of injury.

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

7. Employees dismissed with the notice period provided for in the collective agreement, who are dismissed due to restructuring, cutbacks, closures or other reasons on the part of the enterprise, are entitled to paid time-off of up to two hours in order to seek advice from their unemployment insurance fund or trade union. Such time-off must be granted at the earliest possible opportunity after the employee has received notice of termination and with due regard to the enterprise's operations.

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

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

## Chapter 15

### Industrial disputes procedure

<b>Art 73 Industrial disputes</b>
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1. Any disagreement of an industrial nature between members of the undersigned organisations may not result in work stoppages, but should be resolved according to the following rules.
2. Disagreements of an industrial nature and within the scope of this collective agreement should be resolved at local level between the parties at the enterprise or workplace.
3. If desired by the employees or the enterprise, a representative of the organisations may assist in the negotiations.

#### **Local conciliation**

4. If the parties fail to resolve the dispute locally, they may request, through their organisation, that the matter be referred to conciliation.
5. In any case, a conciliation meeting must be held, if requested by either party, within ten working days of receipt of the request for conciliation from the counterparty organisation. The date of the conciliation meeting must be fixed according to mutual agreement between the organisations.
6. The organisation making a request for a conciliation meeting on behalf of a member must state the issues in dispute on the conciliation request and enclose relevant appendices.
7. The conciliation meeting should be held at the workplace if requested by either party.
8. Organisation representatives who have participated in the local negotiation may not at the same time act as conciliation officers.
9. At the conciliation meeting, negotiations are resumed with assistance from the conciliation officers of the organisations, no less than one officer from each organisation. The conciliation officers will seek to resolve the disagreement through direct negotiations. Minutes of the negotiated result will be drawn up and signed by the conciliation officers with binding effect for the parties.

## **Organisation meeting**

10. If the organisations agree, the matter in dispute may be considered at a meeting between the organisations before being referred to the Industrial Court or arbitration.
11. A request for an organisation meeting must be made to the counterparty organisation within four weeks of the date the conciliation meeting was held.
12. The organisation meeting should as far as possible be held within three weeks of receipt of the counterparty organisation's request for an organisation meeting. The date of the organisation meeting must be fixed according to agreement between the parties.
13. Up to two representatives from each organisation will participate in the organisation meeting, one of whom will lead the negotiations on behalf of his organisation.
14. At the organisation meeting, the matter is presented orally to the conciliation officers supplemented by representatives of the parties involved, whose attendance is compulsory.
15. Representatives of the organisation who have participated in the conciliation at local level may not at the same time act as senior conciliator.
16. The senior conciliators then seek to resolve the disagreement through direct negotiation.
17. Minutes are prepared incorporating items about which agreement was reached as well as items about which agreement was not reached. The minutes must be signed by the senior conciliators of the organisations. The result of the organisation meeting is binding on the parties.
18. If the United Federation of Danish Workers establishes the existence of circumstances giving it reason to assume that the provisions of the collective agreement are not being complied with, for example, if the United Federation of Danish Workers has attempted in vain to get in contact with the enterprise, the enterprise must prove compliance with the provisions of the collective agreement to the Danish Construction Association.

Upon request, the Danish Construction Association must present



documentation to the United Federation of Danish Workers.

If during the negotiations, it is established that the provisions of the collective agreement are complied with, the matter will be closed.

If during the negotiations, it is established that the provisions of the collective agreement have not been complied with, the Danish Construction Association must contact the enterprise, requiring it to rectify the situation. The Danish Construction Association must send a copy of its communication to the United Federation of Danish Workers. Failing early rectification, the United Federation of Danish Workers may bring the matter before the Industrial Court.

### **Industrial arbitration**

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

26. Failing agreement about whether an issue must be considered by the umpire with knowledge of the industry or the legally qualified umpire, both umpires must be called in to jointly hear the case on its merits and pass an award.
27. If the organisations find it expedient, they may jointly appoint a permanent industrial and/or legal umpire for a calendar year at a time. Permanent umpires are eligible for re-election.
28. In cases of industrial issues, cf. subclause (25), the claimant organisation must within ten working days before the arbitration proceedings submit written points of claim, including the case documents it wishes to produce at the proceedings, to the opposing party and the umpire. Similarly, the respondent organisation must submit its points of defence and any exhibits not later than five working days before the arbitration proceedings, to the opposing party and the umpire.
29. In other cases, the claimant organisation must within 20 working days before the arbitration proceedings submit written points of claim, including the case documents it wishes to produce at the proceedings, to the opposing party and the umpire. Similarly, the respondent organisation must submit its points of defence and any exhibits not later than ten working days before the arbitration proceedings to the opposing party and the umpire. Any exchange of reply and rejoinder must be made not later than six working days before the arbitration proceedings by the claimant and not later than two working days before the arbitration proceedings by the respondent, respectively.
30. At the hearing, the case must be argued orally by an organisation representative, who may not be part of the tribunal at the same time.
31. The umpire is the chairman of the tribunal and presides over the proceedings. After the deliberation, the dispute is decided by a simple majority of votes.
32. If no majority of votes is obtained, the umpire must determine the issue by making a reasoned award.
33. Persons having personal interests in the workplace, the working conditions of which have been referred to conciliation or arbitration,

cannot be members of the conciliation committee or arbitration tribunal set up to consider such issue.

### **Disputes**

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

### **Time limits**

35. If the claimant fails to observe the above-mentioned time limits, the claimant has lost the case and the right to proceed with the issue in dispute.
36. The above provisions may only be derogated from by written agreement between the organisations.

<b>Art 74 Legal cases involving summary dismissal</b>
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1. In cases involving dismissal, a conciliation meeting must be held at the latest five working days after receipt of the conciliation request at the counterparty organisation, unless agreed otherwise.
2. If agreement is not achieved at the conciliation meeting in cases involving dismissal, the respective parties may request that the case be resolved by means of professional arbitration.
3. In situations in which resolution of the case by means of professional arbitration has been requested, the respective parties may also request an organisation meeting and/or a negotiation meeting, as long as holding such a meeting is possible without rescheduling the professional arbitration.
4. The organisation wishing to refer the case must request implementation of professional arbitration at the latest ten working days after the conciliation meeting/organisation meeting has been held.

This deadline may be derogated upon agreement.

## **Art 75 Payments after conciliation and arbitration**

Amounts due for payment after accepted conciliation or arbitration award, are paid in connection with the first succeeding pay day, but not earlier than five working days after the award and distribution list were sent to and received by the parties to the case.

## **Art 76 Pay and working conditions of foreign employees**

### **Introductory provisions**

1. The purpose of the provisions is to safeguard terms and conditions set out in the collective agreement. The provisions may not be used to request pay details be handed over for the purpose of generally finding out about the pay conditions in the enterprise.
2. The parties to the collective agreement agree that all work within the building and construction industry in Denmark should take place according to collectively agreed terms, thus safeguarding employees' pay, working hours and working conditions on a general level.
3. The parties therefore agree that enterprises, in their contracts with subcontractors, should always ensure that the subcontractor has extensive knowledge of the applicable Danish conditions of agreement and contract.
4. The parties also recommend that enterprises introduce provisions in the contracts so that the subcontractor is covered by the Danish Confederation of Trade Unions' agreements at any time relevant to the individual enterprise in relation to the employees performing the work, and that not complying with this requirement is considered a major breach of the contract.
5. It is agreed that the above contractual provision means that work stoppages for the purpose of reaching agreement can be avoided, as the subcontractor is covered by a collective agreement.

## **Organisation meeting**

6. If the United Federation of Danish Workers establishes the existence of circumstances giving it reason to assume that the provisions of the collective agreement are not being complied with, for example, if the United Federation of Danish Workers has attempted in vain to get in contact with the enterprise, it must immediately make an application to the Danish Construction Association. Correspondingly, the Danish Construction Association must immediately make an application to the United Federation of Danish Workers.
7. These applications must result in an immediate organisation meeting between the parties to the collective agreement. Besides the parties to the collective agreement, the client and the subcontractor performing the work also attend. The meeting is held on the building site within 48 hours unless otherwise agreed.
8. All relevant background information is presented at the organisation meeting. At the organisation meeting, it is the subcontractor's responsibility to prove that the provisions of the agreement are complied with.
9. At the organisation meeting, the parties can also discuss the situation where the subcontractor is not covered by a collective agreement.  
If the relevant background information cannot be presented at the organisation meeting, it must be made available to the United Federation of Danish Workers no later than 72 hours after the organisation meeting.
10. If the request concerns an individual employee, the provision of background information requires the employee's consent.
11. If the request for background information concerns a group of employees, it can be provided without consent, however anonymity must be preserved.
12. If during the negotiations, it is established that the provisions of the collective agreement are complied with, the matter will be closed.

## **Industrial arbitration**

13. If a decision on whether the provisions of the collective agreement are complied with cannot be reached immediately during the

organisation meeting, an umpire may be appointed permanently to the committee by the industrial court for the purpose of making an award as quickly as possible.

14. In the case of enterprises which are not members of the Danish Construction Association the committee comprises representatives of the enterprise and the United Federation of Danish Workers.
15. The arbitration tribunal must decide on whether the agreement's provisions have been complied with based on the information presented to the tribunal and, where possible, on any requirement for additional payment.
16. If the organisation meeting or arbitration concludes that the provisions of the agreement are not complied with, the Danish Construction Association is obliged to contact the original client for the purpose of helping the latter resolve the matter. The Danish Construction Association keeps the United Federation of Danish Workers advised.

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

#### **Provisions applicable to the period of validity of the collective agreement for the years 2017-2020**

##### **Scope**

17. The collective agreement provisions on circumvention apply to construction contracts under which the duration of the job for the individual subcontractor is more than 30 days.
18. Subcontracts are common practice in the construction industry and ensure flexibility, specialisation and sound competition, but subcontracts must not be used to circumvent collective agreement provisions.

##### **Circumvention**

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

the following parameters, where the collective agreement provisions may have been circumvented if

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

### **Briefing the unions**

27. 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**

28. 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.



### **Art 77 Industrial Court**

In the event of an alleged breach of the collective agreement, a joint meeting must be held with representatives of both the Confederation of Danish Employers and the Danish Confederation of Trade Unions before an application is brought before the Industrial Court.

### **Art 78 Urgent cases**

In the event of disagreement between enterprises and employees concerning the quality of the work performed, the matter may be brought before the Court as an urgent case. The legal procedure follows the time limits of the "Standard procedure for the settlement of industrial disputes" (Norm for regler for behandling af faglig strid).

### **Art 79 Work stoppage**

The provisions of the collective agreement do not limit the rights of the organisations or their members to participate in work stoppages without prior conciliation or arbitration in accordance with the "Standard procedure for the settlement of industrial disputes" or the "General Agreement between the Confederation of Danish Employers and the Danish Confederation of Trade Unions".

## Chapter 16

### Equal pay board

#### Art 80 Equal pay board

The parties to the collective agreement have set up an equal pay board with the following general frameworks:

#### **General frameworks**

1. The equal pay board is set up based on the model learnt from the Board of Dismissal.
2. The board must be able to take a position on cases concerning the interpretation, understanding as well as breach of the Act on Equal Pay (ligelønsloven) or the implementation of the Act's provisions in terms of the agreement. Cases concerning implementation agreements must be brought before the Board unless they are covered by the rule in the Act on the Labour Court (arbejdsretsloven) Art 11, subclause 2 and Art 22, subclause 1.
3. The Board must, in the first instance, be able to take a position on disputes regarding the Act's central provisions, that is Art 1, subclause 1-3 and Art 3.
4. Matters concerning section 5a (4) of the Act and equivalent agreement provisions must primarily be resolved in accordance with the rules of the Cooperation Agreement. Only legal disputes in the form of disagreements concerning a breach of or interpretation of the provision may be brought before the Board.
5. The parties agree to strive to set up a single-line sanction system.
6. If a case contains elements which both concern a breach and the interpretation of the equal pay rules and other agreement elements at the same time, the Board can also handle these other agreement elements. If these other agreement elements require a very specific knowledge of the agreement, they can be referred after being established for independent handling in the industrial disputes system.

7. Cases must only be brought before the Board, when the customary negotiation options in the industrial disputes system have been exhausted. This means that local negotiations, a conciliation meeting and an organisation meeting have already taken place. A preparatory meeting under the aegis of the Board should also take place, similar to the meeting held by the Board of Dismissal.
8. The parties to the collective agreement agree that the time limits which apply to handling cases before the Board of Dismissal are not appropriate in the often fact-intensive equal pay cases. It is therefore agreed that other time limits are more appropriate which counterbalance to a greater degree the desire for a quick decision and the desire for an orderly disclosure of the cases.
9. In this case, such a board will be set up in agreement with the above guidelines with the necessary adaptations.

## Chapter 17

### Other provisions

#### Art 81 Winter construction

##### General

To enable employees to make full, productive use of their working hours during the period 1 October – 30 April, protective winter measures must be taken on the following basis:

- Executive Order No. 477 of 18 May 2011 on Building and Construction Works in the Period 1 November to 31 March (*Bekendtgørelse nr. 477 af 11. maj 2011 om bygge- og anlægsarbejder i perioden 1. november til 31. marts*).
- Section 11(2) (covering) and section 12(1) (stationary work sites) of Executive Order No. 1516 of 16 December 2010 on Building and Construction (*Bekendtgørelse nr. 1516 af 16. december 2010 om bygge- og anlægsarbejde*) according to of the Danish Working Environment Act.
- In the case of smaller building projects of a duration of more than three working days that are carried out in the period 1 October – 30 April, corresponding protective winter measures must be taken unless manifestly unreasonable or inappropriate.

##### **In the implementation of protective winter measures, a distinction is made between:**

- a. Seasonal protective winter measures and weather-related protective winter measures (not prescribed in the collective agreement).
  - Weather-related protective winter measures are based on the specifications in the project normally formulated by the client.
  - Seasonal protective winter measures are based on the enterprise's specifications.

When it is evident or should be evident from the project

description/site plan that protective winter measures must be implemented, the employees must be willing in return for payment to establish, maintain and if necessary remove both the protective measures stated and other seasonal protective winter measures, see the list of seasonal and weather-related protective winter measures in chapter 2 of the guidelines to the executive order on protective winter measures and section 11(2) of the Executive Order on Building and Construction, according to the enterprise's instructions. The obligations of the employees also apply to seasonal and weather-related protective winter measures that do not appear in the project description/site plan because the work is to be performed in accordance with the pilot scheme in section 4 of the Executive Order on Protective Winter Measures.

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

- b. Protective winter measures according to the collective agreement, that is, measures agreed between the respective parties to the collective agreement.
- c. These measures comprise those specified under the respective trades unless:
  1. the winter construction measure requirements for the relevant work contained in the project description/site plan render the below-mentioned measures superfluous, or
  2. it is established that circumstances beyond the enterprise's control make it impossible to effect one or more of the measures, or
  3. agreement is reached between the enterprise and employees engaged on relevant work that one or more of the measures may be dispensed with in the given circumstances, always provided that such agreement must not conflict with the client's specification regarding the responsibility for effecting the said measures.

Where work operations are to be performed at the same location for a prolonged period, see section 12(1) of Executive Order on Building and Construction, suitable weather protection measures such as a

suitable tent or canopy must be established at the request of the enterprise, or the work must be moved to a building or hut that as far as possible has daylight ingress, unless this would be manifestly unreasonable or inappropriate.

In its own areas of work the enterprise must install artificial lighting where this is necessary for proper performance of the work.

The enterprise must take steps to safeguard its own water supply against the consequences of frost where this is necessary for safe work performance.

The employees have a duty to exercise maximum possible care with protective materials and equipment and with lighting facilities.

### **Welfare facilities**

Where moveable wind protection, see section 12(1) of the Executive Order on Conditions at Construction Sites and Similar Places of Work, is supplied at the initiative of the enterprise, their erection and movement at the same workplace must be performed by the employees themselves and without payment.

Where wind shelters pose significant inconvenience to work progress the employees may demand that such erection should not take place.

### **Protection of materials**

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

### **Snow clearance**

The employees are obliged to keep stationary workplaces, see section 12(1) of the Executive Order on Conditions at Construction Sites and Similar Places of Work, clear of snow without special payment.

### **Industrial disputes procedure**

Any disagreements regarding protective winter measures (b) prescribed in the collective agreement and all payment issues (a+b) must be dealt with as usual in accordance with the Industrial Disputes Procedure. The extent of protective winter measures (a) cannot be

dealt with under the Industrial Disputes Procedure.

**Annex to the executive order on protective winter measures for building and construction works**

**Table of seasonal and weather-related protective measures, based on Danish Enterprise and Construction Authority (EBST) guidelines relating to new executive order on protective winter measures**

	Seasonal	Weather-related
1. Building site measures		
Drainage of surface water	X	
Snow clearance, gritting and de-icing of access roads and work areas, including on scaffolding and work platforms		X
Outdoor general and work lighting	X	
Protection of materials from rain	X	
Protection of materials from frost		X
Reinstatement of winter-damaged road surfaces and material storage areas	X	
Establishment of interim winter routes	X	
Frost-protection of water installations	X	
Wind protection and covering of work locations	X	
2. Ground and sewage work measures		
Measures against mud formation	X	
Measures against frost problems		X
Removal of rain from ground level and excavations at low temperatures or high humidity		X
Frost protection of ground where freezing can damage established structures		X
Protection of backfill from rain	X	
Protection of backfill from frost		X
Replacement of unsuitable backfill		X



Break-up of frost crust		X
Improvement and replacement of winter-damaged surfaces		X
	Seasonal	Weather-related
3. Concrete work measures		
Measures to combat snow and ice on formwork, reinforcement and aggregates		X
Measurements to combat frost destruction of hardening concrete		X
Measures to protect concrete surfaces	X	
4. Masonry measures		
Measures to protect bricks, wall blocks, etc. from wet	X	
Measures to protect mortar from low temperatures		X
Coverage and/or protection of newly erected masonry from rain	X	
Coverage and/or protection of newly erected masonry from frost		X
5. Roofing measures		
Measures against rain		X
Drying of roof at low temperatures		X
Removal of snow, frost, ice and water		X
6. Indoor work measures		
Temporary sealing of intermediate floors and/or roof structures against water seepage, cold and heat loss	X	
Drainage of rain and meltwater	X	
Snow clearance on uncompleted intermediate floors and roof decks		X
Closure of facade openings	X	

Heating and ventilation		X
Drying out of precipitation moisture	X	

### **Art 82 Implementation of EU directives**

The parties agree that the collective agreement is not contrary to the contents of EU Directive of 15 December 1997 regarding part-time work, EU Directive of 23 November 1993 on working hours and EU Directive of 8 March 2010 implementing the revised Framework Agreement on parental leave.

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

The parties hereby consider the directives to be implemented.

### **Art 83 Employment code**

The parties to the collective agreement agree that it will be voluntary for employees to enter into an agreement with the enterprise on the purchase of services connected to the employment, and that, in the parties' understanding, it would be in violation of the agreement to make it a condition of employment that employees enter into such an agreement.

### **Art 84 Electronic documents**

1. The enterprise may, in full discharge, submit any other documents which are to be exchanged during or after the ongoing period of employment via the electronic mail solutions that may be available, e.g. e-Box or by e-mail.

2. If the enterprises wish to utilise this option, employees must be notified of this three months beforehand unless agreed otherwise. Following the end of the notice period, employees who have no option of utilising the electronic solution may receive the documents in question by contacting the enterprise.

<b>Art 85 Duration of the collective agreement</b>
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This collective agreement and related negotiated protocols and piece rate lists, etc., come into force on 1 March 2017 and, in compliance with the rules in force at any time, are effective between the parties to the collective agreement until terminated in writing to expire on 1 March, but not earlier than on 1 March 2020.

Copenhagen, 7 March 2017

For the United Federation of  
Danish Workers

For the Danish Construction  
Association

Kim Lind Larsen

Lars Storr-Hansen

## Chapter 18 Trainees

### Art 1 Daily / weekly working hours

1. The number of daily and weekly working hours (including days off) as well as the arrangement of working hours are the same as those applying to other employees in the same enterprise.

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

#### **Floating holidays**

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

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

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

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

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

Trainees receive compensation for floating holidays not taken.

### Art 2 Period of training

See the executive order on training for the trade concerned.

## Art 3 Pay

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

<b>1 March 2017</b>	Per hour	Per week
1st pay period, variable	DKK 64.65	DKK 2,392.05
2nd pay period, 52 weeks	DKK 78.05	DKK 2,887.85
3rd pay period, 52 weeks	DKK 88.95	DKK 3,291.15
4th pay period, 52 weeks	DKK 107.35	DKK 3,971.95

### **1 March 2018**

1st pay period, variable	DKK 65.75	DKK 2,432.75
2nd pay period, 52 weeks	DKK 79.40	DKK 2,937.80
3rd pay period, 52 weeks	DKK 90.45	DKK 3,346.65
4th pay period, 52 weeks	DKK 109.15	DKK 4,038.55

### **1 March 2019**

1st pay period, variable	DKK 66.85	DKK 2,473.45
2nd pay period, 52 weeks	DKK 80.75	DKK 2,987.75
3rd pay period, 52 weeks	DKK 92.00	DKK 3,404.00
4th pay period, 52 weeks	DKK 111.05	DKK 4,108.85

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

## **EUX trainees**

### **Training agreements concluded before 1 August 2015**

3. EUX trainees (trainees taking an upper secondary level education in connection with vocational education and training) follow the collective agreement for trainees of the trade concerned, including pay, except that pay is adjusted as follows: Irrespective of the date of commencement, pay is adjusted in arrears from the final date of the second period of school or week 25 in the final year, by 52 weeks for the 4th, 3rd and 2nd pay scales. In the trainee period after the second period in school, the trainee is paid not less than the minimum pay

rate for adult employees as set out in the relevant collective agreement.

### **Training agreements concluded after 1 August 2015**

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

- Irrespective of the commencement date, pay is adjusted in arrears from 1 February if the end of the test for completed apprenticeship is on the last Friday of March, and from 1 August if the end of the test for completed apprenticeship is on the last Friday of September in the final year, by 52 weeks for the 4th, 3rd and 2nd pay scales, respectively. Any pay earlier in the course of the traineeship is paid at the rate for pay scale 1 and is variable in terms of time.
- The training period after 1 February or 1 August, respectively, in the final year is paid at the minimum rate/minimum hourly pay for journeymen/adult employees in the relevant collective agreement.

The enterprise and trainees who have commenced vocational training before 1 August 2015 may agree to switch to the training pursuant to the new executive order in accordance with any transitional schemes laid down by the school in its local curriculum.

### **Art 4 Overtime**

1. Trainees who have reached the age of 18 can carry out the same overtime work according to the same guidelines and to the same extent as those applying to other employees.
2. Working hours for trainees under 18 years of age must not exceed the usual working hours for other employees.
3. Trainees under 18 years of age must not be employed for more than a total of ten hours per day.
4. Work performed outside the usual daily working hours fixed for the individual week is paid according to the pay scale, on which the

trainee is placed, plus allowances according to [Art 21](#) of the collective agreement.

5. In addition to the pay set out in subclause (4), trainees performing overtime work are paid a holiday allowance of 12½%, which is paid in connection with the main holiday.

## **Art 5 Adult trainees**

In the event that an enterprise wants to receive the special rate of reimbursement for adult trainees paid by the Employers' Reimbursement System (*Arbejdsgivernes Uddannelsesbidrag - AUB*), two conditions must have been met.

- The adult trainee must be at least 25 years of age when the traineeship commences.
- During the traineeship, pay must amount to not less than the minimum pay rate of the trade; see [Art 22](#).

## **Art 6 Trainee participation in journeymen's piecework**

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

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

### **Pay**

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

### **Pregnancy examinations**

2. Trainees are entitled to time off according to the same rules as those applying to other employees at the pay rate applying to trainees but not exceeding the maximum rate applying to other employees.

### **Maternity pay**

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

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

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

### **Health scheme**

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

### **Periods in school**

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

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

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

## **Art 8 Pensions**

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

## **Art 9 Insurance benefits to trainees**

1. Trainees who are not already covered by a pension or insurance scheme paid by the enterprise and who have entered into a training agreement after 1 March 2011 are entitled to the following insurance benefits:  
Regular pension in case of early retirement



pension (annually) ..... DKK 33,000  
Lump sum payment in case of critical illness..... DKK 100,000  
Lump sum death benefit ..... DKK 100,000  
PensionDanmark health scheme.

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

#### **Art 10 Workwear**

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

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

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

#### **Art 12 Tools**

The enterprise provides tools in accordance with the tool list prepared by the technical committee of the Wood Trades, and tools are settled according to agreement between the parties.

## **Art 13 Travel allowance**

### **Trainee period**

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

### **Driving time**

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

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

3. Where trainees perform work requiring them to work away from the usual place of work or work requiring them to be away from their homes overnight, they are paid according to the same rules as those applying to other employees.

### **Periods in school**

4. Where a trainee's total way to and from school is 20 km or more, his/her travelling expenses will be reimbursed.  
The total way to and from school is the nearest route from the place of residence, lodgings or place of training to the school and back to the place of residence, lodgings or place of training.
5. It is a condition for receiving the travel allowance that the trainee could not attend classes at a school situated closer to the trainee's place of residence or place of training than the school attended.
6. Means of public transport must be used to the widest extent possible. If the use of such means of transport will cause unreasonable inconvenience to the trainee concerned, the trainee may use his/her own means of transport.
7. If means of public transport are used, the expenses actually paid will be reimbursed. The cheapest and most efficient way of transport must be used taking local conditions into account, and wherever possible season tickets, clip cards, etc. must be used.
8. If a trainee uses his/her own means of transport, a travel allowance is granted corresponding to the allowance granted at the time in

question to participants in further training and education courses, currently DKK 0.97 per km when the total way to and from school is 20 km or more. The amount is adjusted in accordance with the rates laid down by the National Agency for Quality and Supervision (*Kvalitets- og Tilsynsstyrelsen*). In the event that legislation in this field is amended, this provision may be terminated and lapse by giving three months' notice to the end of the term of the collective agreement.

9. Accommodated trainees are granted reimbursement of their travel expenses for the distance to and from their lodgings and for the distance between their lodgings and their usual place of residence in connection with weekends and Easter and Christmas holidays provided that the condition on distance in para. 4 has been met.

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

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

Accommodation in a residence hall is considered necessary when it follows from the enterprise using the options for open enrolment, or the training programme can only be completed at a school where the trainee is entitled to be admitted to a residence hall pursuant to section 3(1) of Executive Order 209/2009 (commuting time more than 75 minutes).

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

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

The expenses of a trainee's accommodation in a residence hall may be reimbursed to the enterprise by the Building and Construction Industry's Development Fund (*Bygge- og anlægsbranchens Udviklingsfond*) unless, by using the options for open enrolment, the enterprise has ordered a trainee to attend another school than the nearest one in relation to the location of the enterprise and the

trainee's address and field of training.

## Note

The provisions in para. 10 on payment by the enterprises of accommodation in residence halls will be deleted and replaced by statutory rules if the Danish Parliament adopts the bill agreed by the Confederation of Danish Employers (*Dansk Arbejdsgiverforening – DA*) and the Danish Confederation of Trade Unions (*Landsorganisation i Danmark – LO*) in the official conciliator's draft settlement of 21 March 2014.

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

The expenses of enterprises for trainees' accommodation in residence halls are reimbursed via the Employers' Reimbursement System (*Arbejdsgivernes Uddannelsesbidrag – AUB*), which already reimburses travelling expenses.

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

To the extent that the new rules in the Act on vocational training should be amended at some later time with the result that the assumptions in the draft settlement are decisively changed, the parties to the collective agreement will negotiate the consequences of the amendments. In the event of disagreement, the matter may be negotiated between LO and DA.

12. The provisions in paras. 5, 6 and 7 apply by analogy to travel allowance pursuant to para. 4.
13. When documentation has been received, the above travel allowance is paid in arrears on the usual pay days.

14. If public or general solutions should be found in the field of "travel allowance during periods in school", such rules will replace the above rules.
15. If transport between several departments of a school is necessary on the same day, allowance is granted irrespective of the conditions on distance set out in para. 4.

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

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

#### **Art 15 Dirt allowance and wet work allowance**

Trainees receive dirty work allowance and wet work allowance according to the same rules as those applying to other employees.

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

1. See the provisions in the Danish Holiday Act.

##### **Holiday guarantee scheme**

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

##### **Holiday pay on piecework surplus**

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

##### **Example:**

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

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

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

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

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

Especially about holiday allowance in connection with resignation.

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

**Example:**

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

<b>Art 17 Special provisions</b>
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**Vocational school**

1. The following applies to trainees:
  - Enterprises pay for training programme deposits.

- Enterprises pay the fees for equipment etc.

### **Test for completed traineeship**

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

<b>Art 18 Settlement of industrial disputes</b>
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Disputes on the provisions of the collective agreement for trainees are settled in accordance with the procedure for the settlement of industrial disputes of the trade.

## **Protocols**

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

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

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

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

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



Copenhagen, 7 March 2017

## **Protocol on the Construction Industry's Health and Safety Bus**

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

Based on the success of BAM-BUS, the Danish Construction Association (*Dansk Byggeri*) and the United Federation of Danish Workers (*Fagligt Fælles Forbund – 3F*) agree to continue the cooperation on the health and safety bus and to expand its activities.

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

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

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

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

Copenhagen, 7 March 2017

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

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

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

In the coming dialogue with the Minister for Employment, the focus areas to be included in a future strategy/action plan must be identified. The parties agree that the following areas should be addressed in the strategy:

- Development of inspection targeted at the industry. The time of inspection in the building and construction field is used on the most important health and safety challenges, and the inspections are planned according to the conditions in the industry.
- Orderly conditions for fair competition, including the supervision of foreign enterprises and registration in the Register of Foreign Service Providers (RUT).
- Employers, employees, suppliers, project engineers, consulting engineers and clients each have a responsibility under the Working Environment Act. The Working Environment Authority must monitor the compliance by each of the players with their obligations under the working environment legislation. The Working Environment Authority's focus on the employer's obligations must be maintained, but initiatives aimed at clients, consulting engineers, project engineers, suppliers and employees should also be taken. The initiatives should be maintained over an extended period of time, both to enhance the impact in the long

term and to consolidate the Working Environment Authority's knowledge base in this field.

- Early cooperation between the Danish Working Environment Authority and the parties when new initiatives are to be developed to ensure the best possible efforts in the building and construction field.
- Maintenance and enhancement of knowledge and competencies in the Working Environment Authority. As part of the development and implementation of the strategy/action plan and to ensure that it has the intended effect, knowledge and competencies in the Working Environment Authority in the building and construction field must be maintained and strengthened, and a strategic position must be taken on how this is to happen.

Copenhagen, 7 March 2017

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

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

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

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

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

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

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

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

2. That unskilled employees in the industry must be encouraged to obtain qualifications as skilled employees.

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

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

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

4. The parties agree to discuss the possibilities of bringing attention to the above possibilities, for example by launching
  - An information campaign targeted at enterprises and employees in cooperation with the Workers' Educational Association (*Arbejdernes Oplysningsforbund – AOF*) on outreach activities in connection with dyslexia education, preparatory adult education and general adult education.
  - An information campaign "from unskilled to skilled" targeted at enterprises and employees in cooperation with job centres, Regional Labour Market Councils and vocational colleges.

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

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

Copenhagen, 7 March 2017

## **Protocol on workshop and equipment price lists**

The parties agree that the present price lists – the paragraphs 50 to 59 of the workshop price list and paragraphs 60 to 69 of the equipment price list (most recently reprinted in 1993) – are suspended.

Some of the work functions have been incorporated in the price list for well-performed carpentry and joinery work.

Other price and work positions will no longer be maintained.

The Danish Construction Association (*Dansk Byggeri*), the Association of Danish Woodworking Industries (*Træets Arbejdsgiverforening*) and the Timber, Industry and Construction Workers' Union in Denmark (*Forbundet Træ-Industri-Byg i Danmark*) agree that work described in the workshop price list and the equipment price list continues to be an industrial subject for the organisations mentioned above.

Copenhagen, 28 February 2007



## **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/her daily working hours in the night period or is expected to perform an agreed part of his/her annual working hours in the night period.

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

Copenhagen, 5 March 2010

## **Protocol on social dumping**

The parties agree to set up a committee to regularly monitor and discuss the use of foreign labour in the building and construction sector as well as in the industrial sector.

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

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

Copenhagen, 5 March 2010

**Protocol**  
**on Regulation no. 2016/679 on the protection of natural persons with regard to the processing of personal data ("the General Data Protection Regulation")**

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

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

Copenhagen, 7 March 2017

## **Protocol on 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 Act No. 849 of 21 July 2006 on the Posting of Employees.

New para. 2:

### **Taking holidays**

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

### **Payment of holidays**

If, pursuant to the holiday rules in their home country, posted employees are entitled to fewer days of paid holidays per holiday year than provided

for by the Danish Holiday with Pay Act, the enterprise must give additional holidays pro rata to the period in which the employee performs work in Denmark, up to the number of days fixed in the Danish Holiday with Pay Act.

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

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

New clause 3:

### **Especially regarding weekday holidays and floating holidays**

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

New clause 4:

### **German enterprises**

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

### **Commencement**

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

### **Approval**

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

Copenhagen, 20 January 2017

## **Protocol on pension matters for posting enterprises**

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

### **Object**

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

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

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

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

The pension contribution/pay supplement is calculated on the basis of the same pay components that form part of the basis for the pension entitlement under the collective agreement. This applies whether or not the pay component in question is subject to tax in the home country.

**Contact to PensionDanmark**

It is agreed that the parties will subsequently take up negotiations with PensionDanmark with a view to the practical implementation of the agreement in PensionDanmark's system.

**Commencement**

The agreement comes into force on 28 February 2017.

**Approval**

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

Copenhagen, 20 January 2017



## **Protocol on recruitment and skills development for construction and civil engineering projects**

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

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

### **Recruitment**

The Danish Construction Association and 3F will continue the work from the last term of the collective agreement of providing more traineeships and trainees in the construction industry.

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

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

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

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

Copenhagen, 2 March 2014

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

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

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

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

Copenhagen, 7 March 2017

## **Protocol on productivity growth through cooperation and planning**

The Danish Construction Association (*Dansk Byggeri*) and the Federation of Building, Construction and Wood Workers' Unions (*Bygge- Anlægs- og Trækartellet* – BAT) agree to continue to work to improve productivity and hence earnings and job security for the parties' respective members.

The work will be based on the experience we have gained from previous joint projects such as "Better Bottom Line 1 and 2" and "Trust based lean" and from the work performed in the organisation Lean Construction Denmark.

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

Copenhagen, 2 March 2014

# **Annexes**

## **Annex 1**

### **General Agreement of 31 October 1973**

with amendments of 1 March 1981, 1 March 1987  
and 1 October 1992

concluded by

the Danish Employers' Confederation and  
the Danish Confederation of Trade Unions  
applies to the collective agreement

#### ***Section 1***

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

#### ***Section 2***

- (1) Where a collective agreement has been concluded, no stoppage of work (i.e. strike, picket, lockout or boycott) can be initiated during the period of the collective agreement's validity in the sector covered by the agreement, unless warranted by the Standard Procedure for the settlement of Industrial Disputes, or by collective agreement. Secondary strikes or lockouts may be initiated in accordance with agreements and case law.
- (2) A work stoppage is lawful only if approved by at least three-quarters of the votes cast by a competent assembly under the rules of the relevant organisation and only if due notice has been given in agreement with the provision laid down in (3). Exceptions to the

provision are work stoppages in situations mentioned in section 5(2) of the Standard Procedure.

- (3) Any intention to submit proposals for a stoppage to such an assembly shall be notified to the executive committee of the other central organisation by special and registered post at least two weeks before the proposed stoppage is planned to start. The other party shall be similarly informed of the assembly's decision at least one week in advance of the work stoppage. Regarding notice of enforcement of work stoppages, the above-mentioned notice periods shall be reduced to at least seven days and three days respectively.
- (4) The central organisations, their affiliated organisations and other organisations parties to the General Agreement shall be committed by all reasonable means to prevent stoppages in disagreement with the collective agreement. Should such a stoppage be initiated, the organisations further undertake to endeavour to terminate it.
- (5) It shall be taken to be a strike or a lockout if workshops or workplaces are systematically vacated or ultimately closed.
- (6) During an industrial dispute between the parties to the present agreement or between their members and unaffiliated employee or employer organisations or enterprises, no support shall be given to the unaffiliated organisations or enterprise by any party to this agreement. An organisation or an enterprise joining one of the central organisations or one of their affiliates shall not be regarded as unaffiliated, provided that a work stoppage has not been started before joining or been unequivocally announced following unsuccessful negotiations.

### **Section 3**

- (1) Agreements concluded between the central organisations shall be respected and complied with by all member organisations, and responsibility for this lies with the relevant central organisation.
- (2) Disputes as to whether an agreement exists shall be settled by the Industrial Court, unless the parties agree to have the dispute settled through industrial arbitration. Disputes concerning an agreement's coverage shall be settled through industrial arbitration.

#### **Section 4**

- (1) Employers shall exercise the managerial right in accordance with the provisions laid down in collective agreements and in cooperation with employees and their elected representatives, as provided for in agreements between the Danish Confederation of Trade Unions and the Danish Employers' Confederation.
- (2) Employees who have been employed specifically and unconditionally for piecework, cannot have their employment conditions altered unless the employer in question compensates the employees for any financial losses thereby incurred. Any disputes arising in relation to this shall be settled through the usual system of solving industrial disputes.
- (3) No arbitrary action shall take place in connection with dismissals of employees, and complaints of alleged unfair dismissals can therefore be dealt with according to the below-stated rules. The central organisations recommend that cases concerning alleged unfair dismissals be dealt with as speedily as possible by the parties concerned. In cases where a claim is made to set aside a dismissal, the proceedings shall, as far as possible, be completed before the relevant employee's term of notice expires.
  - (a) In case of dismissal of an employee who has been employed in an enterprise for at least nine continuous months, the employee concerned is entitled to request the reason for his dismissal in writing.
  - (b) If the employee claims that the dismissal is unfair and unwarranted by the situation of the employee and the enterprise, a request may be made for the case to be settled locally between representatives of management and employees. The local negotiations shall be completed within two weeks of notice being given. In case the employer has given flagrantly incorrect information about the reason for the dismissal and this is of considerable importance to the case, the above notice shall be counted from the time that the employee was or should have been given the correct information. The local negotiations, however, shall be completed within three months of notice being given.
  - (c) In case agreement is not reached, and the relevant trade union (or central management) requests that the matter be taken further, negotiations shall immediately be initiated between the employee

and employer organisations.

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

### **Section 5 (deleted)**

#### **Note**

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

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

### **Section 6**



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

### **Section 7**

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

### **Section 8**

- (1) The central organisations, agree that, where the employment relationship allows for it, rules concerning employee representatives shall be in collective agreements.
- (2) When an employee representative has been elected in compliance with the provisions of the collective agreements, the employment relationship cannot be terminated, unless the termination is due to lack of work, until the relevant employee's organisation has had the opportunity to submit the case to industrial procedure in order to test whether the dismissal is unfair. The procedure shall, in order to have delaying effect, be initiated within one week, and terminated as soon as possible.
- (3) If an employee representative is dismissed due to lack of work, the employment relationship cannot be terminated during the term of notice, cf. (4), until the representative's organisation has had the opportunity to submit the case to industrial procedure in order to test

whether the dismissal is unfair. The procedure shall, in order to have delaying effect, commence within one week.

- (4) If the dismissal is caused by lack of work, the special notice obligation provided in the collective agreement, according to which the employee representative has been elected, shall cease to apply. In such cases, the employee representative is entitled to the ordinary term of notice, as provided by the collective agreement.
- (5) If an employee representative is transferred with the effect that he can no longer undertake this function, he shall be given rights equal to those applying to dismissals, cf. (2), (3) and (4).

### **Section 9**

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

### **Section 10**

- (1) In the event of an alleged breach of this Agreement or of any other collective agreement concluded by the central organisations or their members, a joint meeting shall be held, with the participation of the central organisations, before a complaint is submitted to the Industrial Court.
- (2) In case the alleged breach of agreement is in the shape of a work stoppage, cf. section 2, which has not yet been terminated, the joint meeting shall be held immediately and, at the latest, the day after the stoppage was initiated. In other cases the joint meeting shall be held as soon as possible. The party requesting a joint meeting may demand that the joint meeting be held within a week.
- (3) The request to hold a joint meeting shall to the extent possible state the details of the case and relevant documents of the case shall be enclosed.
- (4) If the parties agree, the appointed joint meeting may be held by telephone.

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

**Section 11**

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

## **Section 12**

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

## **Protocol**

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

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

Copenhagen, 1 October 1992

## **Annex 2**

# **Cooperation agreement between the Confederation of Danish Employers and the Danish Confederation of Trade Unions**

### **1. Objectives and methods of cooperation**

The central organisations have agreed that continued improvement of the corporate sector's competitiveness and employees' job Satisfaction are prerequisites for the continued development of enterprises and for promoting the welfare and security of their employees.

Development and increased efficiency are joint aims for management and employees. The use and development of new technology are vital to competitiveness, employment, the working environment and job satisfaction.

The parties have agreed to achieve these objectives through systematic cooperation between management and employees at all levels.

### **Day-to-day cooperation in all enterprises**

The day-to-day cooperation is based on interaction between management and employees.

Incentive management and active participation by employees and their elected representatives are prerequisites for developing the cooperation in an enterprise.

Therefore management, cooperation and communication methods should be devised with a view to inducing as many employees as possible to play an active part in the planning and organisation of the work. In this way, the employees can be made to contribute to the development of the enterprise through their knowledge, insight and experience as well as to the expedient and efficient day-to-day operation of the individual sections of the enterprise.

These methods should therefore comprise decentralisation and delegation of powers and responsibility to individual employees or groups of employees. This implies that viewpoints, ideas and suggestions must be made known in time for inclusion into the

decision-making process.

### **Cooperation committees in large enterprises**

In enterprises with 35 employees or more, day-to-day cooperation should be promoted and observed by a cooperation committee composed of representatives of management and employees. It is the duty of the committee to consider and determine the ways in which it may contribute to promoting and coordinating cooperation within the enterprise in accordance with this Agreement.

## **2. Information**

The exchange of information between management and employees is of decisive importance to the cooperation within an enterprise.

Information should be given to individual employees as well as to groups of employees.

The information should be given in time for viewpoints, ideas and suggestions from employees to be included in the decision-making process. Information is necessary to enable employees to influence their own job situation.

The information provided shall comprise management's assessment of the consequences of any changes contemplated and shall be communicated in a clear and understandable form. The information should be adapted to the groups of employees for whom is intended.

Both management and employees are obliged to take an active part in the mutual information process.

### **Information provided to the cooperation committee**

Efficient and successful cooperation requires continuous information of the cooperation committee about the affairs and development of the enterprise. Knowledge and insight by all parties involved are prerequisites for the successful operation of a cooperation committee.

For the purpose of the work performed by the cooperation committee, the management shall keep the committee informed about the following matters of relevance to the enterprise:

- its financial position and future prospects, including the volume of orders and market conditions as well as factors affecting production;
- employment prospects;
- major changes and any proposed restructuring, e.g. the use of new technology in production and administration, including the introduction of computer-aided technology and systems.

The employees' representatives shall also keep the committee informed of matters relating to the workplace which are of relevance to the climate of cooperation.

The information given in the course of discussions about assignments should not include matters likely to prejudice the interests of the parties, nor will information about personal affairs be required to be disclosed.

In certain situations, the members of a cooperation committee may be subject to a duty of confidentiality as to information given in the cooperation committee. Information given in joint consultation bodies which is expressly stated to be confidential may not be divulged to third parties. The reason why the information in question is required to be treated as confidential and the period of such confidentiality should be specified.

### **Information provided to individual employees**

In order to ensure that all employees are kept informed about the work of the joint consultation committees, specific communication methods shall be developed and promoted.

The individual employees shall be given information by their immediate superiors of any matters at the workplace relating to their own job situation. Such information shall include any changes in terms of technical, training or environmental aspects of relevance to the individual employee.

### **3. Cooperation committees**

The cooperation committee shall determine the scope of the cooperation between management and employees at all levels within

the enterprise.

It is the overall task of the cooperation committee to promote cooperation within the enterprise for the benefit of the enterprise and the individual employee alike. This is achieved by:

- Promoting and observing the day-to-day cooperation and involving as many persons as possible in that task;
- Creating and maintaining good and stable working and employment conditions, thereby increasing the welfare and security of the employees;
- Increasing the employees' understanding of the situation of the enterprise in terms of its operation, finances and competitiveness.

## **Duties**

The cooperation committee has the following duties:

1. Establishing principles for the local working and welfare conditions, as well as principles for the personnel policy pursued by the enterprise towards the employees represented in group B on the cooperation committee.
2. Establishing principles for training and retraining employees who are to use new technology.
3. Establishing principles for in-company collection, storage and use of personal data.
4. Exchanging viewpoints and considering proposals for guidelines on the planning of production and work and the implementation of major changes in the enterprise.
5. Assessing the technical, financial, staffing, training and environmental consequences of the introduction of new technology or changes in existing technology, including computer-aided technology and systems, where such introduction or change is extensive.
6. Informing employees of proposals for incentive pay schemes, including particulars of their basic structure, effects and application, and informing them of the possibility of setting up funds for educational and social security purposes.



## **Redundancies**

Where the introduction of new technology (cf. above) results in redundancies, the enterprise shall seek to transfer or retrain the individual employees for other work functions in the enterprise.

During their period of notice, any employees who are made redundant due to the introduction of new technology shall be given adequate time off to participate in a labour market course relevant for new employment arranged in consultation with the Public Employment Service. The duration of such course may not exceed four weeks.

For persons employed continuously with the same enterprise during the preceding 12 months, course fees and any loss of wages shall be reimbursed by the enterprise insofar as such expenses are not covered by the public authorities.

## **Procedures**

The establishment of principles requires the commitment of both parties to achieve agreement by joint consultation and to implement such agreement.

Either party may terminate principles agreed upon by giving two months' notice to the other party and demand renegotiation by the committee of revised principles.

The committee should be involved at such an early stage that viewpoints, ideas and suggestions from employees may be included in the decision-making process.

When matters relating exclusively to a specific part of the enterprise are being discussed during a committee meeting, and that part of the enterprise is not already represented on both groups, such representatives should be summoned for the discussion of the matter in question.

In their efforts to reach an agreement, the committee may seek advice from the Cooperation Board and the organisations involved. If one of the groups represented on the committee so requests, such advice must be sought.

When specific matters are being considered by the cooperation

committee or any subcommittee, either group within the enterprise may summon experts in the specific field. The summoning of other experts - including outside experts - will normally require unanimity among committee members. If only one of the groups on the committee wishes an outside expert to be summoned, assistance may be requested from the Cooperation Board for the resolution of the matter.

### **Scope of cooperation**

Only the principles governing the formulation of local working and welfare conditions and the personnel policy of the enterprise should be discussed by the cooperation committee.

However, if one of the groups on the cooperation committee finds that the agreed principles have been contravened in a given case, the issue will be dealt with by the committee.

In the performance of its tasks, the committee must comply with current statutes and regulations as well as labour agreements.

The committee is not entitled to deal with issues relating to the conclusion, extension, termination, interpretation or adaptation of collective agreements or local wage agreements, which are normally resolved by amicable settlement or industrial procedures.

### **Communication of information**

It is the responsibility of the cooperation committee to develop methods and systems of communication designed to keep all employees informed of the work of the cooperation committee, subcommittees, etc.

Information may be communicated by the cooperation committee or any subcommittees to the employees by way of minutes, newsletters, notices, etc. Information may also be given at information meetings, in information groups, etc.

The information should be adapted to the groups to which it relates as well as to the other information systems in the enterprise.

### **Meetings**

The cooperation committee holds six ordinary meetings a year, unless otherwise agreed locally.

Meetings held during working hours may not give rise to loss of earnings for committee members.

Meetings held outside normal working hours will be remunerated at a rate to be fixed from time to time by the Cooperation Board.

Any costs incidental to the work of the cooperation committee will be payable by the enterprise, which will in addition ensure that suitable premises are available for the meetings.

Extraordinary meetings will be held when committee members agree to hold such meetings, or when one of the groups so proposes, stating the business proposed to be transacted during the meeting. If necessary, it should be possible to arrange extraordinary meetings at very short notice.

### **Chairman, deputy chairman and secretary**

A responsible manager or executive shall act as chairman, and the deputy chairman will be elected by group B. Where a joint representative (shop steward) has been elected, he or she shall act as deputy chairman.

The deputy chairman's ordinary work in the enterprise must not prevent the deputy from attending to the tasks assigned to him by the cooperation committee. The clerical assistance necessary for performing his functions in the cooperation committee will be provided by the enterprise.

Management will keep the deputy chairman informed on a continuing basis of any matters likely to be brought before the committee.

The parties shall elect a joint secretary for a term of two years who is eligible for reelection.

### **Agenda and minutes**

The chairman, the deputy chairman and the secretary shall prepare a detailed agenda for the meetings, which are to be convened by not less than 8 days' notice in writing, whereupon the date of the meeting and the agenda will be announced to all employees. Meetings should preferably be held on a regular basis.

The secretary shall prepare minutes of the business transacted at the meetings of the cooperation committee, specifying any resolutions

passed.

The minutes shall be signed by the chairman and the deputy chairman within 8 days of the meeting and shall be made available to the employees immediately thereafter.

### **Subcommittees**

The cooperation committee is the collecting and coordinating body within the enterprise concerning cooperation activities. In that connection the committee may take the initiative to conduct surveys or prepare reports, thereby creating a basis for the future work of the committee.

For that purpose, the cooperation committee may set up permanent subcommittees or ad hoc committees, e.g. section committees, technology committees, education and training committees, canteen committees, etc.

It is the duty of the cooperation committee to ensure that a detailed description of the responsibilities of a given subcommittee is prepared before commencement.

Subcommittees are required to keep the cooperation committee informed of their activities on a continuing basis.

### **4. Establishment of cooperation committees**

Enterprises employing 35 persons or more within the same geographical area shall establish a cooperation committee if proposed by either the employer or a majority of the employees. The enterprise may receive assistance from the Cooperation Board secretariat for the purpose of establishing a cooperation committee.

If neither of the parties in the enterprise wants a cooperation committee to be established, it is recommended that information meetings be held on a regular basis between management and employees.

In enterprises where no cooperation committee has been established, and where no regular contact exists between management and employees, it is recommended that working groups be established to deal with technology issues where major changes or restructurings are being contemplated.

When cooperation committees are established, the provisions of this Agreement shall be complied with.

For the purpose of distributing information material, the Cooperation Board should be given notice of all cooperation committees established.

The number of employees in an enterprise shall comprise all employees other than managers and executives, including apprentices and young workers.

A special agreement concluded for the construction and civil engineering area applies to this area.

In enterprises with less than 35 employees within the same geographical area, it is recommended that management and employees agree upon such cooperative methods as are likely to promote the objectives and methods referred to in section 1, above.

### **Composition, election and eligibility**

A cooperation committee consists of two groups.

Group A represents the responsible management of the enterprise and technical and commercial officers who cannot be trade union members under the provisions set out in the General Agreement.

Group B represents all other employees of the enterprise.

Number of representatives:

In enterprises with:

	Group A	Group B
35 - 50 employees	2	2
51 - 100 employees	3	3
101 - 200 employees	4	4
201 - 500 employees	5	5
more than 500 employees	6	6

In enterprises with more than 1,000 employees the number of representatives may be increased by agreement.

Each of the groups may appoint a number of alternates, not

exceeding one alternate for each committee member. Alternates attend in the absence of the regular committee members.

In case a regular committee member leaves the enterprise another member of the cooperation committee will be appointed or elected.

When electing representatives and alternates to serve on the cooperation committee it should be endeavoured to ensure that the members are as representative as possible in terms of staff groups, sections and professional qualifications.

Representatives of group A shall be appointed by management. Managers and executives shall be represented according to specific agreement concluded to that effect between The Danish Employers' Confederation and the Danish Association of Managers and Executives.

Representatives of group B shall be elected by and among the other employees provided always that shop stewards elected in pursuance of collective agreements shall be ex officio members of the committee. Where the number of shop stewards exceeds the required number of committee members, the representatives shall be elected from among the shop stewards provided always that if there is a joint shop steward, he or she will be an ex officio member. Where the number of representatives required to be elected for group B exceeds the number of shop stewards, the relevant number of representatives will be elected from among the other employees. Eligibility is subject to the same conditions as for shop stewards.

For both groups the term of office is two years, and the members are eligible for reelection or reappointment. The term of office shall cease if a member leaves the enterprise or no longer acts as a shop steward.

Any member of the cooperation committee group B who does not already enjoy protection as a shop steward and who is discharged from the enterprise must be given 6 weeks' notice of termination over and above the period of notice provided for by the collective agreement. The total period of notice shall not exceed the period of notice applicable to a shop steward for the same trade group.

The cooperation committee may be augmented by representatives of

groups without managerial functions and who are not members of a labour organisation under the Danish Confederation of Trade Unions. Where it is desired that one or more representatives of these groups be elected, the Cooperation Board must be consulted. If the Board can unanimously accept it, the Board will assist the enterprise with the practical arrangement of the elections.

## **Dissolution**

In enterprises with cooperation committees which are employing less than 35 persons during a four-month period, the committees may be dissolved at the request of either of the parties. A cooperation committee may only be dissolved subject to a detailed discussion among committee members, and should it be decided to dissolve the committee it is recommended that management and employees should seek to establish methods of cooperation promoting the objectives and methods of this Agreement as set out in section 1, above.

Any dissolution of a cooperation committee must be reported to the Cooperation Board.

## **Groups of companies**

In groups of companies with separate subsidiary companies cooperating on sales or production, it is recommended to set up group committees to be composed of representatives of the cooperation committees of such subsidiaries.

In group committees, matters of common interest to the subsidiaries shall be discussed. Local parties may seek assistance from the Cooperation Board with a view to finding the best possible methods by which to conduct such cooperation.

In enterprises with independent branches it is recommended to facilitate the discussion of matters of common interest to the branches.

## **5. Involvement of central organisations**

### **Cooperation Board**

The Cooperation Board has been set up by the Confederation of Danish Employers and the Danish Confederation of Trade Unions. It consists of up to 7 representatives of either side. In addition, the Danish Association of Managers and Executives shall appoint a member of the Board.

The Cooperation Board has the following duties:

- providing information, guidance and development for the purpose of promoting cooperation in enterprises;
- assisting in establishing cooperation committees and guiding them in their activities;
- constituting a forum for the resolution of disputes as provided under section 6.

The duties listed under items 1 and 2 shall be undertaken through the Board's own motion or in consultation with suitable bodies for information, training and education and research.

### **Board secretariat**

A secretariat has been established to act for the Cooperation Board, to which each of the central organisations are responsible to the Board for the day-to-day administration and the general planning of the work.

The secretariat shall provide assistance to management as well as shop stewards in the enterprises concerning all matters of cooperation, including matters dealing with the resumption of cooperation.

The secretariat shall provide advice and guidance concerning the establishment of cooperation committees as well as matters involving the day-to-day cooperation. The assistance of the secretariat must be sought in case one of the groups on a cooperation committee so requests. If the committee is not unanimous in requesting assistance, the parties are required to inform each other of such request.



When meeting with the cooperation committee of an enterprise the secretariat will be represented by a consultant from each of the central organisations.

The Cooperation Board secretariat shall keep a register of cooperation committees. The register is used for circulating information material from the Cooperation Board, e.g. circulars and pamphlets.

Other duties of the secretariat include the preparation of reports on its work, the participation in information activities, teaching, etc., and initial consideration of all cases brought before the Cooperation Board.

### **Board funding**

Joint costs and expenses incidental to the work of the Board and secretariat, e.g. expenses for pamphlets, films, campaigns, etc., shall be payable by the central organisations in equal shares.

### **6. Dispute resolution**

In case of any dispute arising in an enterprise within the scope of the Cooperation Agreement as to the interpretation or construction of the Agreement, such dispute shall be resolved, if possible, by means of local negotiations by the cooperation committee for the enterprise.

During negotiations either party is entitled to seek advice from the Cooperation Board for the purpose of resolving the dispute.

If the dispute cannot be resolved by local negotiations, either party may bring the case before the Cooperation Board enclosing minutes from the negotiations concerning the dispute. When cases are brought before the Board, supplementary information may be obtained.

Subsequently, the Cooperation Board shall endeavour to achieve an amicable settlement between the parties involved and their respective trade unions or employers' associations.

In the absence of such settlement, the Cooperation Board may at the request of either party be assisted by an arbitrator appointed by the Board. Where agreement on such appointment cannot be reached, the arbitrator shall be appointed by the chairman of the Industrial

Court.

Thereafter, the Board will deal with the case according to the usual guidelines applying to industrial arbitration. Unless the case is settled during the proceedings before the Board, a ruling will be made, and if the case involves a breach of the Agreement, the party in breach may be held liable to pay a penalty. In determining such liability and the amount of any penalty to be paid, the Board shall take the facts of the case into account and have due regard to any defences available to the party in breach.

## **7. Commencement and duration**

This Agreement which in no area deteriorates current collective agreements, enters into force on 1 July 1986 and will remain in force unless and until terminated by either party by giving six months' notice at 1 July, though not earlier than 1 July 1991.

Copenhagen, 9 June 1986

For the Danish Confederation of Trade Unions:  
Knud Christensen, Bent Nielsen

For the Confederation of Danish Employers:  
Benned Hansen, Hans Skov Christensen

## **Annex 3**

### **Travel allowance for Copenhagen and North Zealand, Zone 1**

Travel allowance regarding

the civil engineering, bricklaying and carpentry trades for work within the areas of the collective agreements covering Copenhagen and North Zealand, Zone 1

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

#### **I.**

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

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

2. Weekly or monthly travel cards for public transport are paid for by the enterprise for the part of the distance lying outside the fare zone or station which is nearest to the present local authority boundary (in this regard the City of Frederiksberg is reckoned as part of the City of Copenhagen).

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

3. If transport by public transport paid for by the enterprise is only possible for part of the distance from the local authority boundary to the workplace, the employee will receive an additional allowance per

day on which he reports for work of DKK 1.20 per kilometre or part of a kilometre for the kilometres where public transport cannot be used.

The number of kilometres is measured by the nearest route, and the allowance is only calculated one way.

If, after transport by public transport, the distance from the means of transport to the workplace is 1 km or below, no allowance will be paid for this distance.

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

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

## II.

The above agreement enters into force as from 1 January 1949 and forms part of the respective collective agreements.

At the same time as the agreement enters into force, any current provisions in the collective agreements coming within the scope of the agreement will lapse. Any decisions or agreements regarding work in progress will be changed from the above date in accordance with the above agreement.

### **III.**

Notwithstanding that this present agreement forms part of the respective collective agreements, and regardless of whether all respective general agreements have been terminated, it is agreed that amendments to the agreement can only be negotiated jointly for the organisations covered by the agreement.

## **Regional districts and North Zealand, Zone 2**

Journeymen employed for a job, and whose place of residence is situated outside the local authority in which the workplace is situated receive – provided that the employer does not arrange transport – an allowance of DKK 1.20 per km or part of a km, calculated on the basis of the distance between the workplace and the local authority boundary of the local authority in which the journeyman or journeymen live, except that no allowance is granted for distances of less than 3 km.

Local authority boundaries mean the boundaries existing until 1 April 1970. The parties agree that the above provisions are minimum provisions.

The number of kilometres is measured by the nearest route, and the allowance is only calculated one way.

If the employer arranges transport, or if the distance exceeds 12 km, a special agreement is made.

Journeymen who are employed at the workplace receive no allowance. The above provisions form part of the collective agreement.





# Danish Construction Association

## INSTRUCTIONS

### Item 1:

State the date of employment.

See the provisions of the collective agreement on the definition of permanent workplaces.

If, at the date of employment, the employee is expected to carry out both work in the workshop and work away from the usual place of work, tick both spaces.

Tick the trade in which the employee is to work.

After the space "other", state any trade that falls outside those stated, e.g. upholsterer or boy.

### Item 2:

As employers' association, state the **Danish Construction Association** (*Dansk Byggeri*).

As employee organisation, state the trade union that is the employee party to the collective agreements concluded between the Danish Construction Association and members of the Federation of Building, Construction and Wood Workers' Unions (*Bygge- Anlægs- og Trækartellet – BAT*). State the employee party to the agreement, not the trade union, of which the employee is a member.

The following trade unions are members of BAT:

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

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

Danish Metal Workers' Union (*Dansk Metal*)

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

Danish Union of Electricians (*Dansk EI-Forbund*)

Danish Union of Plumbers and Allied Workers (*Blik- og Rørarbejderforbundet i Danmark*)

### Item 3:

The employee must provide this information.

*Sufficient length of service is achieved after six months' paid employment irrespective of trade.*

NB: Employees employed under the collective agreement concluded between the Danish Construction Association and the Painters' Union in Denmark must have served six months under a collective agreement in the trade. Length of service is accumulated across company affiliation.

If the six months' service has not been accumulated, state precisely how many months/weeks are left before the sufficient length of service has been accumulated.

### Item 4:

In case of other forms of pay settlement, attach them to this contract.

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

### Items 6 and 7:

If the employee handbook or similar sets out other rules, cross out items 6 and 7 and give the employee the rules in force together with the contract of employment.



## Annex 5

### Contract of employment in accordance with social chapters

Danish Construction Association

Contract of employment in accordance with "social chapters"

Between **employee:**

Name:
Address:
Postal code:
Civil reg. no.:
Tel. no.:
Bank: reg. no.:                      Account no.:

and **enterprise:**

Name:
Address:
Postal code:
CVR no.:
Tel. no.:

A contract of employment has been made in accordance with the social chapters of the following collective agreement:

The Building Agreement between the Danish Construction Association and the United Federation of Danish Workers (3F)

The Industrial, Wood and Furniture Agreement between the Danish Construction Association and 3F

The Floor Layer Agreement between the Danish Construction Association and 3F

The Bricklayer and Bricklayer's Labourers Agreement between the Danish Construction Association and 3F

Date of employment: \_\_\_\_\_

Employed to perform the following duties: \_\_\_\_\_ to the following extent: \_\_\_\_\_ days per week \_\_\_\_\_ hours per week.

Please note that overtime work is paid in case of work in excess of the hours mentioned.

The employee is employed for:

Building and construction (non-permanent workplaces)

Permanent workplace. State address: \_\_\_\_\_

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

At the time of employment, the personal hourly wage is DKK \_\_\_\_\_

Wages are paid: Weekly      Every two weeks      Other: \_\_\_\_\_

Any public subsidies pursuant to current legislation: \_\_\_\_\_

Has or will a section 56 agreement be concluded: Yes

If the agreement is of fixed duration, state the date of expiry

Absence – sickness:

In case of sickness, the employee must notify the enterprise on tel. \_\_\_\_\_ no 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 in the Danish Sickness Benefit Act (*Sygedagpengeloven*).

Absence – other:

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

The employee has received an employee handbook: Yes      No

Date: \_\_\_\_\_

\_\_\_\_\_  
Enterprise

\_\_\_\_\_  
Employee

## Annex 6

### Employment on conditions similar to those enjoyed by salaried employees

Danish Construction Association  
3F

United Federation of Danish Workers –

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

Between employee:	and enterprise:
Name: _____	Name: _____
Address: _____	Address: _____
Town/city: _____	Town/city: _____
Tel. no.: _____	Tel. no.: _____
Civil reg. no.: _____	CVR no.: _____
Bank: _____	
Reg. no.: _____	Account no.: _____
Job title (or nature of work) _____	Employed at (date): _____

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 between the Danish Construction Association and the United Federation of Danish Workers (3F)

The Industrial, Wood and Furniture Agreement between the Danish Construction Association and 3F

The Floor Layer Agreement between the Danish Construction Association and 3F

#### **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, as well as the payment for overtime, 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: \_\_\_\_\_

**Staff circular**

The employee has received a staff circular:            Yes    No

**Notice of termination**

In case of termination, section 2 (notices of termination) of the Danish Salaried Employees Act (*Funktionærloven*) applies.

**Note (to the Industry, Wood and Furniture Agreement)**

For members of the Danish Construction Association who were previously covered by the Joiner and Carpenter Agreement between Danish Contractors (*Danske Entreprenører*) and the Danish Timber Industry and Construction Workers' Union (*Træ-Industri-Byg – TIB*), section 2(a) (severance pay), section 2(b) (compensation for any unfair dismissal), section 16 (freedom to seek other work during the period of

termination), section 17 (certificate of employment) and section 17(a) (commission on profits, bonus, etc.) of the Danish Salaried Employees Act also apply.

In addition, the following has been agreed:

\_\_\_\_\_

**120-day rule**

It has been agreed that the employee may be given one month's notice 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











## Annex 8 Zone division



## **Annex 9**

### **Extract of Executive Order on Building and Construction**

Ministry of Employment Executive Order no. 1516 of 16 December 2010.

#### **Part 9**

#### **Welfare facilities**

#### **Section 45**

- (1) Employers must ensure that their workers have access at work to:
  - a lavatory that is lockable
  - premises for eating with access to drinking water nearby
  - a washbasin with cold and hot running water
  - changing rooms
  - a shower room, see however subsection (2) below
  - sleeping accommodation if duty with permission for sleeping is served at the work site.
- (2) Where the occupation of workers at the construction site does not exceed two weeks, and where connection to water and sewers is not directly possible, showers need only be installed if the work:
  - generates heavy amounts of dust or is otherwise heavily soiling
  - involves a risk of contamination from infectious materials
  - involves a risk of exposure to substances or materials which it is important to remove from the skin for safety and health reasons, or of which it is important to prevent dissemination, or
  - exposes the workers to high temperatures or involves heavy physical strain.
- (3) Pregnant women and nursing mothers must be able to lie down to rest in appropriate conditions.
- (4) Employees, who during their work risk being contaminated with materials that may be infectious or risk being exposed to substances or materials that on grounds of safety or health must be removed from the skin, must use the facilities available for preventing exposure to

or spreading of the substances or materials concerned. Consumption of food and drink may not take place in working areas in which work of such a nature is performed.

### **Section 46**

- (1) The facilities must be established at or in the immediate vicinity of the construction site and be accessible when work commences.
- (2) The facilities may, however, be installed fully or partly at a gathering point outside the construction site if the occupation of the workers at the construction site does not exceed two weeks.
- (3) The option of setting up facilities at a gathering point may also be chosen in connection with civil engineering works where the construction site moves in step with the completion of the work, such as in road construction or lay-out of supply lines.

### **Section 47**

- (1) The facilities must be expediently located relative to one another and the individual places of work and have good access conditions. The maximum distance to a lavatory is 200 metres or 5 minutes of travelling time.
- (2) Lavatories, washbasins and showers must be installed in such numbers that there are a minimum of
  - 1 lavatory per 15 workers
  - 1 washbasin per 5 workers
  - 1 shower per 10 workers.

### **Section 48**

- (1) The facilities may be installed in huts, site huts, pavilions, existing buildings, etc. If the facilities are installed in site huts or other mobile units, their size and design must meet the requirements of Executive Order no. 775 of 17 September 1992 on the Design of Site Huts and Similar Units; but see section 51. Where the facilities are provided in other ways, for instance in buildings on site, their service value must be of a similar standard.
- (2) If the scheduled duration of the work or the use of a gathering point exceeds two months, the lavatories must be connected to the sewer system.

If the scheduled duration of the work or the use of a gathering point is less than two months, the lavatories must be connected to the sewer system if this extends to the construction site and connection can be effected without trenching or similar works; but see section 51.

### **Section 49**

- (1) In the case of work for which an employer occupies no more than four workers and their occupation at the construction site does not exceed two weeks, the facilities may be set up in other mobile units than those required under section 50 provided they are suitable and appropriately arranged. Moreover, non-discharge lavatories may be used.
- (2) The provision above does not apply to construction sites covered by section 8(4).

### **Section 50**

- (1) In connection with civil engineering works where the construction site moves in step with the completion of the work, and where facilities are not established at a gathering point but are set up currently in the immediate vicinity of the construction site, the above provisions are applicable subject to the following exemptions:
  - Lavatories need not be connected to the sewer system.
  - The same room may be used for changing and meals. However, this will not apply if the facilities are set up according to section 44 or where showers are installed.
  - Showers are only required if connection to the water supply and sewer system is directly possible. Showers must, however, be installed, if the work
    - a. generates heavy amounts of dust or is otherwise heavily soiling;
    - b. involves a risk of contamination from infectious materials;
    - c. involves a risk of exposure to substances or materials which it is important to remove from the skin for health and safety reasons; or
    - d. exposes the workers to high temperatures or involves heavy physical strain.

**Section 51.**

Where non-discharge lavatories are used, they must be of the same hygienic standard as water-flushing lavatories.

**Section 52**

- (1) The facilities may be set up jointly for the workers of more employers provided that the above requirements as to the facilities are met in proportion to the number of workers who will have simultaneous access to the facilities. The facilities at a construction site must not be accessible to other workers than those of the employers in question.
- (2) Men and women must either have separate changing and shower rooms or have access to separate use of the same facilities.

**Section 53**

- (1) Welfare rooms must be heated to the necessary level, so as to ensure a minimum temperature of 18°C while being used.
- (2) The rooms must be kept tidy, clean and properly maintained. The rooms must not be used for purposes other than those for which they were established.

**Section 54**

- (1) If special conditions in connection with narrow spaces or traffic considerations at a construction site make it impossible to comply with the requirements of section 49(2) and section 50, these requirements may be derogated from as necessary.
- (2) In that case documentation of such conditions must be submitted before work is started together with a plan for implementation of welfare facilities. This material must be available to the employees.

## **Annex 10**

### **Agreement on pre-training**

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

#### **Background**

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

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

#### **Purposes**

2. The purposes of preliminary training for young people are as follows:
  - That the enterprise and the young person have the opportunity of establishing cooperation that may subsequently lead to a training agreement
  - that the enterprise has the opportunity to form an impression of the young person's personal, general and professional qualifications, and whether such qualifications fit into the trade and the organisation of the enterprise.
  - that the young person has an opportunity via relevant work to test his/her abilities and interest for the chosen trade
  - to reduce the drop-out rate among apprentices
  - to create more potential traineeships among more enterprises

## Framework

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

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

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

The entire pre-training period is covered by the collective agreement in the training area in force at the time in question and made between the Danish Construction Association, 3F or TIB, respectively.

4. At the start of the agreement, the trainee receives at least one set of workwear and safety footwear.
5. Either party may terminate the agreement at any time by giving five work days' notice in writing. If the enterprise terminates the pre-training agreement before the expiry of the agreement, the enterprise must state in writing the reasons why the pre-trainee cannot complete the pre-training agreement.

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

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

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

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



### **Obligations of the enterprise**

7. The enterprise ensures that during the entire agreement period, the pre-trainee is attached to an adult contact person, who is responsible for the training. At the start of the agreement, the contact person responsible for the training must ensure that the pre-trainee receives thorough health and safety instructions regarding the job duties of the trade.
8. The enterprise regularly gives instructions and efficiently monitors that work is performed in accordance with health and safety requirements.
9. The enterprise gives the pre-trainee a beginning insight into the job duties of the trade and organises the pre-trainee's participation in duties with the aim that the pre-trainee learns the technical language used at the elementary level and becomes motivated to undergo vocational training.
10. The enterprise takes out statutory industrial injury insurance that covers the pre-trainee during the entire agreement period.

### **Obligations of the pre-trainee**

11. The pre-trainee must participate in the required safety instructions in the enterprise at the start of the agreement period.
12. The pre-trainee must follow the instructions given by the enterprise and other employees with regard to safety measures and job duties. The pre-trainee must follow the enterprise's general administrative procedures for staff, which have been laid down and handed out, including:
  - reporting sickness or other absence
  - providing address information

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

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

## **Contract of employment**

The organisations prepare a standard agreement as well as guidelines.

Copenhagen, 26 September 2006

## **Annex 11**

### **Piecework provisions**

#### **Definitions of terms in Chapter 7 Piecework provisions**

##### **Allocation:**

A written agreement concluded between the enterprise and the employees on how much work the employees must perform at the construction site concerned. The description of the work must be as precise as possible, and individual building parts must be described, possibly with reference to drawings and descriptions distributed (technical instructions). The amount of the agreed work must also be defined as precisely as possible to ensure that any third party is not in doubt about the content of the allocation.

##### **Piecework agreement:**

A written agreement concluded between the enterprise and the employees that contains a description of the work, the assumptions for its execution and a price for the work.

##### **Recommendations:**

Insofar as no allocation has been made, the piecework agreement should contain a description of the scope of the work similar to that described under allocation.

- The agreement should refer to the collective agreement and the General and Special Provisions of the price lists.
- Prior to the commencement of work, an agreement should be made as to what tools/technical aids the enterprise provides.

##### **Special piecework contract:**

A written agreement concluded between the enterprise and the employees for work not specified in the price lists and/or not described in the piecework agreement.

In connection with the completion of special piecework contracts, it is recommended:

- to enter the date and to number contracts consecutively
- to describe the work as precisely as possible to ensure that any third party is not in doubt about the content of the special piecework contract.

**Piecework accounts:**

Generally, piecework accounts may be prepared either according to the journeyman's price list set out in the TARIF calculation program. They are an expression of a statement of the work performed.

Piecework accounts do not contain a statement of hours or the distribution of any surplus.

**Standard price:**

A written agreement concluded between the enterprise and the employees, based on the average price of, for example:

- Different types of doors, which do not cost the same
- Different types of roofing or roof construction, which do not cost the same
- Different types of wall covering or wall construction, which do not cost the same.

However, the enterprise and the employees agree that the same amount per unit or per square metre will be paid for them.

Often, one or more piecework accounts will form the basis of the agreed average price.

**Experience-based piecework price:**

A written agreement concluded between the enterprise and the employees, which, contrary to standard prices, is based on experience-based pricing of a specific piece of work. The price is negotiated between the parties on the basis of each their experience.

Often, the price will be an overall price for a piece of work.

**Piecework statement:**

A piecework statement implies that the work was performed as piecework.

Piecework statements must include:

The agreed/measured piecework sum

Statement of special piecework payments

Statement of hours spent, including trainees

Statement of the amount paid on account

Distribution of piecework surplus per employee.



# 2017

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