



dansk byggeri

# THE COLLECTIVE AGREEMENT FOR FLOOR WORKERS 2020

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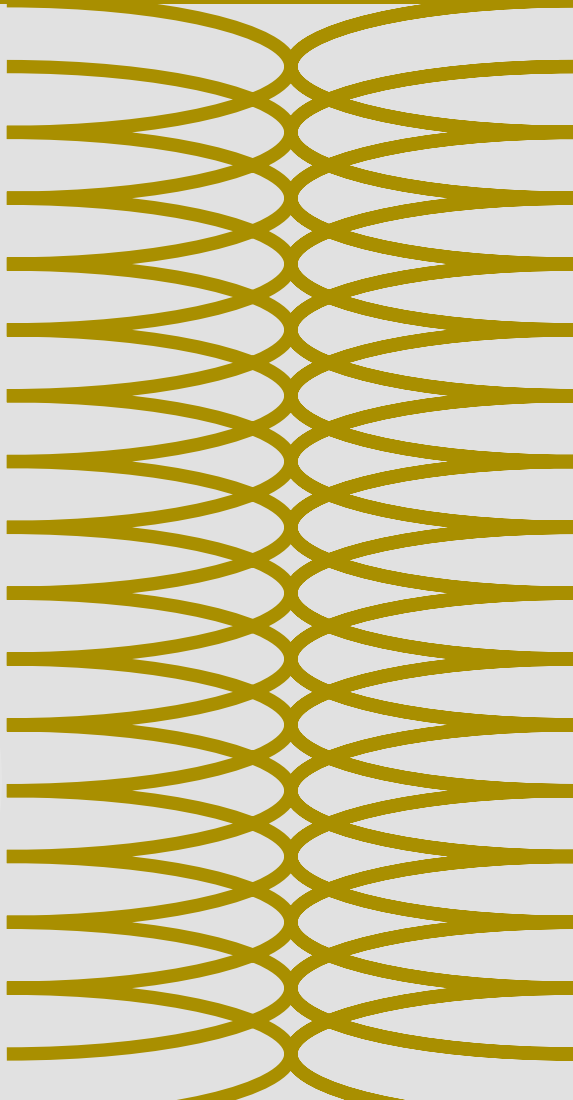
Dansk Byggeri (The Danish Construction Association) and Fagligt Fælles Forbund  
(United Federation of Danish Workers – 3F)

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## **Chapter 1**

### **Scope and definitions**

<b>Art. 1 Scope of the collective agreement</b>
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#### **Scope**

1. The collective agreement applies nationwide subject to the exemption clauses mentioned in the individual sub-clauses.

#### **Trades covered**

2. The collective agreement covers work that is subject to the price-current for floor workers and for jointless floors, floor grinding and surface treatment of floors.

<b>Art. 2 Newly admitted enterprises</b>
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The following applies to enterprises joining the Danish Construction Association (Dansk Byggeri):

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

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

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. Subsequently, the Danish Construction Association's collective agreement in the area concerned will apply.

When withdrawing from the Danish Construction Association, the accession agreement is re-activated unless the enterprise becomes subject to another collective agreement through membership of a Danish Employers' Confederation (Dansk Arbejdsgiverforening) organisation.

### **New members of the Danish Construction Association's Floor Section**

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

### **Adaptation negotiations**

4. When the trade union learns that an enterprise has become subject to a collective agreement under the Danish Construction Association, the trade union may request that an organisation meeting be held cf. [Article 65, sub-clause 18](#).

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

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

<b>Art. 3 Mutual obligations</b>
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### **Obligations**

1. The members of the association shall not be obliged to work on terms of pay less than those contained in this Agreement in enter-



prises which themselves execute or have floor-work executed and are not members of the Danish Construction Association.

### **Qualifications**

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

### **Quality assurance**

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

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

### **Wet room work**

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

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

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

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

<b>Art. 4 Circumvention of the collective agreement</b>
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1. The parties agree that if self-employed business enterprises carry out a specific job in an employee-like employment relationship (false self-employment), it can be considered a circumvention of the collective agreement.

2. However, it 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 there is circumvention of the collective agreement must be dealt with according to the Industrial Disputes Procedure.
4. When assessing whether there is circumvention of the collective agreement, the guidance includes whether the self-employed person:
  - Exercises the managerial prerogative when carrying out the work
  - Is liable for the quality of the work
  - Is financially liable
  - Bears the financial risk of the job

<b>Art. 5 Temporary work</b>
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**The temporary work agency is a member of the Danish Construction Association**

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

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

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

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 acknowledges that the provisions of the relevant collective agreement apply to the workers who have been sent to the member enterprise by a temporary work agency in order to perform work within the professional scope of the collective agreement, in the whole period in which such temporary agency work is performed.

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

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

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

**Other matters:**

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

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

## **Chapter 2**

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

<b>Art. 6 Information meeting</b>
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1. The organisations wish to ensure that the Danish model functions as well as possible in the Danish building site, and that all parties get off to a good start. When the organisations agree that a need exists for it, the contractor must participate at management level in a joint meeting with the social partners. At the meeting, the contractor will have the opportunity to describe his/her organisation, and the social partners will have the opportunity to explain the Danish model and meet the enterprise.
2. The organisations also agree to offer a joint information meeting, preferably within the first month 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 introduction meetings for enterprises and employees for the purpose of giving the local parties in the individual building site an introduction to current pay and working conditions.

## Chapter 3

### Employment relationship

#### Art. 7 Contract of employment

##### Information about terms of employment

1. If the appointment of an employee is for a period exceeding one month, and the average number of working hours exceeds eight hours per week, the enterprise shall issue a contract of employment to the employee.

The contract of employment shall include at least the same information as is highlighted in the contract of employment attached as [Annex 2](#). The contract of employment shall include at least the same information as is highlighted in the contract of employment attached as an annex.

Providing the employment complies with the provisions of sub-clause 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 appointment.

##### Travelling and working abroad

2. Before travelling, employees posted to work in a foreign country, including the Faroe Islands and Greenland, must be provided with a written agreement of working hours, pay and working conditions, (transport means return travel 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 employ-

ees 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**

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

### **Changes to 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 duty of notification**

4. If the employee has not received information on the terms of employment, see paras. 1 and 2, when the time limits stipulated are reached, the issue may be dealt with in accordance with the agreement's procedure for the settlement of industrial disputes.

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

### **Temporary provisions**

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

### **Trainees**

6. Trainee employment is not covered by the present agreement.

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

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

### **Pay assessment**

6. The pay must reflect the individual employee's qualifications, responsibilities, efforts and proficiency.  
The agreement does not prevent the employee from participating in piece-work or bonus schemes.  
The pay of the individual employee employed on conditions similar to those enjoyed by salaried employees must be reviewed once a year and regulated if deemed appropriate. The time of adjustment may be the same as for white-collar workers/salaried employees employed at the enterprise.  
Disputes regarding pay level or wage adjustment may be settled by the Industrial Disputes Procedure, but cannot be referred to the Court of Arbitration unless the dispute concerns pay disparity.

### **Length of service**

7. The length of service for employees employed on conditions similar to those enjoyed by salaried employees 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 Danish 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 pay 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 sick days, and while the person concerned is still sick. However, the validity is not affected by the employee's return to work after notice of termination has been given.

### **Working hours**

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

### **Education and training**

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

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



## Holidays

11. For employment on conditions similar to those enjoyed by white collar workers/salaried employees holidays are with pay and holiday allowance or with holiday allowance, cf. Article 16 of the Danish Salaried Employees Act. Holiday allowances paid to employees with holiday pay may be paid before the holiday is taken. In this case, the amount of the advance may be set off upon resignation in so far as the holiday allowance has been paid for holidays not taken. Transferred holiday due to hindrances to the holiday, cf. the collective agreement's [Article 45, sub-clause 5](#) may be notified by the enterprise to be taken during the notice period.

## Pension on holiday allowance

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

## Public holidays and floating holidays

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

## Compensation

14. If employees employed on conditions similar to those enjoyed by white-collar workers/salaried employees do not 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 first coming payment of wages.

## Special accrual scheme

15. A free choice of wage account is set up for persons employed on conditions similar to those enjoyed by salaried employees. The enterprise shall pay the following percentage of the holiday entitled pay

on 1 May 2020 .....	5%
on 1 January 2021 .....	6%
on 1 March 2022 .....	7%

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

## **Payment**

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

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

## **Sickness**

17. For appointment on conditions similar to those enjoyed by white collar workers/salaried employees, the enterprise shall pay full wages during sickness or injury.

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

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

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

## **Settlement of industrial disputes**

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

If the enterprise wishes to be released from a contract with an individual employee for 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.

## **Art. 9 Insurance**

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

## **Art. 10 Pilot schemes**

1. Subject to the approval of the organisations, pilot schemes may be 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. In case of pilot schemes involving prolonged working hours, it may be agreed that pension contributions, accrued payment for public holidays and holiday allowance due for working hours in excess of 37 hours per week should be converted into a supplement to the employee's wages.
3. Pilot schemes may include changes in the organisation of work in relation to the current professional fields of activity.

## Chapter 4 Working hours

### Art. 11 Working hours

#### Length and division of working hours

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

#### 4-day working week

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

### Art. 12 Staggered normal working hours

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

### Art. 13 Variable weekly working hours

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

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

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

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

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

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

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

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

1. Working hours may be temporarily reduced on the following terms, when it has been agreed at the local level and an application to this effect has been approved by the organisations. The application submitted shall include the date of birth and names of the employees covered by the application.

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

### **Notice and scope**

2. The weekly working hours 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 previous 13 weeks shall have been taken before the start of the shorter working hours.

Shorter working hours cannot normally be set to last for more than 13 weeks in 12 consecutive months. Shorter working hours 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 reduced working hours must take the form of whole days.

### **Temporary layoff periods**

3. The individual sending home period 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 reduced working hours are worked. An exception to this rule is employees - or their replacements - who have resigned during the period of reduced working hours. When reduced working hours are worked, employees are not bound to provide notice of resignation. Nor can they be dismissed.

### **Changes and discontinuation**

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

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

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

Discontinuation and changes to existing arrangements 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 shall be given and notification shall be sent immediately to the organisations.

### **Overtime work**

7. The working hours applying under an arrangement determine the normal working hours for individual employees. If an employee is

assigned to work beyond the work planned for him under the arrangement, this is considered as overtime and is paid as such.

### **Limitation**

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

### **Limitation/overtime**

9. Limitation/overtime 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. Education and training should have been discussed before a distribution of work arrangement is applied for.

<b>Art. 16 Days off, holidays, outings, funerals</b>
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### **1 May**

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

### **Extended holiday**

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

### **Outing**

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

### **Floating holidays**

4. Employees are entitled to five floating holidays per calendar year.
5. Floating holiday entitlements are paid according to the same rules as apply to the payment of public holidays, cf. Article 43, and are

taken according to the same rules as apply to the taking of remaining holidays.

6. From the beginning of the payroll week that includes 1 May 2020, the advance payment will increase to DKK 1,300.00 - for adult employees and DKK 700.00 for young workers.
7. If an employee is sick when the floating holiday begins, the employee shall not be obliged to take the floating holiday and the holiday may be postponed.



## Chapter 5 Overtime

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

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

### Art. 18 Systematic overtime

1. If the local parties have tried in vain to make an agreement on variable weekly working hours, cf. [Article 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 shop steward – be taken as whole days off as time off in lieu for 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.

<b>Art. 19 Public holidays</b>
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The following days count as public holidays: New Year's Day, Maundy Thursday, Good Friday, Easter Monday, Whit Monday, Common Prayer Day, Ascension Day, Christmas Day and Boxing Day.

<b>Art. 20 Overtime premiums</b>
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**Calculation of overtime**

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

1 May 2020 .....	DKK 139.45
1 January 2021 .....	DKK 141.70
1 March 2022 .....	DKK 143.95

3. On Easter Sunday, Whitsunday, and Christmas Day, a supplement per hour shall be paid from the start of the pay week including:

1 May 2020 .....	DKK 202.35
1 January 2021 .....	DKK 205.55
1 March 2022 .....	DKK 208.85

## Chapter 6 Pay conditions

### Art. 21 Pay conditions

#### Minimum wage

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

1 May 2020 ..... DKK 128.40

1 January 2021 ..... DKK 130.90

1 March 2022 ..... DKK 133.40

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

#### Young worker wages

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

From the start of the pay week that includes 1 May 2020, the hourly wage is as follows for young workers and pre-trainees that have reached the age of:

15 but not 16 years ..... DKK 51.35

16 but not 17 years ..... DKK 64.20

17 but not 18 years ..... DKK 89.90

From the start of the pay week that includes 1 January 2021, the hourly wage is as follows:

15 but not 16 years ..... DKK 52.35

16 but not 17 years ..... DKK 65.45

17 but not 18 years ..... DKK 91.65

From the start of the pay week that includes 1 March 2022, the hourly wage is as follows:

15 but not 16 years ..... DKK 53.35

16 but not 17 years ..... DKK 66.70

17 but not 18 years ..... DKK 93.40

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

## **Art. 22 General**

### **Determination of wages**

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

### **Disproportion as a whole**

6. The organisations have a right to take proceedings pursuant to the procedure for the settlement of industrial disputes in cases where disproportion as a whole is assessed to exist.
7. The parties agree that one of the conditions for the existence of disproportion as a whole is that the pay 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 devia-

tion from the average wage within the industry. It is a condition that the enterprises are comparable within the same industry and geography.

### **Settlement of disputes**

8. Disagreements 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 building site.
9. During the organisation meeting, the parties seek to reach agreement on the existence of disproportion and its level. If the parties reach agreement, the case may be closed.
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 referred to industrial arbitration.

<b>Art. 23 Time sheets and payment of wage</b>
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### **Pay period**

1. The wages period is 2 calendar weeks unless otherwise agreed. 14-day reports must be received by the enterprise no later than Monday morning of the week in which wages are paid, unless otherwise agreed.

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

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

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

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

### **Electronic payslips**

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

### **Payslip**

4. The enterprise shall be obliged to draw up a pay slip for each salary period. The pay slip shall include the following specifications:
  - The CVR No. of the enterprise
  - Hourly-paid work
  - Piece-work/surplus
  - Overtime work
  - Pay during sickness
  - Holiday and public holiday savings
  - Mileage allowance
  - ATP
  - Pension
  - Compensation for first and second days of unemployment

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

### **Payment of wages**

5. Payment of all overdue wages takes place every second Thursday to the bank/savings bank account number provided by the employ-

ee. The payment of wages requires that weekly, daily papers or hourly time sheets have been submitted on time.

### **Holiday closure**

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

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

Payments on account may be paid on request.

### **Art. 24 Dirt allowance**

Dirt allowance is included in the hourly wages.

### **Art. 25 Shelter conditions and welfare rules**

The enterprise shall comply with applicable regulations on health and welfare.

### **Art. 26 Tools**

#### **Maintenance of tools**

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

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

3. The Danish Construction Association and 3F should inform their respective members about changes to the tools list and the consequence of the change.

4. Journeymen who have been provided with upright floor-laying tools either by the enterprise or in connection with the training courses in upright floor laying, have these tools maintained by the enterprise.

The enterprise shall have provided a set of upright floor-laying tools according to the list for floor-laying trainees when the journeyman is enrolled in the 2-day continuing education and training course in upright floor-laying.

### **Tools for trained workers**

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

In the event of dismissal of a trained employee whose seniority is equivalent to a trainee education, the enterprise shall provide a full set of tools, cf. the trainee tool list.

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

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

### **Care of tools**

6. The employee shall be required to ensure that, at the end of working hours and at the end of the work, tools belonging to the enterprise, and materials delivered to the workplace are stored in such a way that removal of them by unauthorised persons cannot be done easily. If it is not possible to use materials and tools in a sound manner, the enterprise shall be informed so that the enterprise can take its own precautions.

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

### **Lockable room**

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



## **Art. 27 Mileage allowance – Transport expenses**

### **Outside of working hours**

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

### **Employed in workshop**

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

### **Mileage allowance**

3. Mileage allowance are paid per km for the return journey. The amount comprises the rate applicable at any time, based on the government rates for use of private transport exceeding 20,000 km per year, currently DKK 1.96.

### **Driving time**

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

### **Free zone**

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

### **Car sharing**

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

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

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

### **Driving during working hours**

7. When the employees use their own vehicle on enterprise business within working hours, the employees shall receive a compensation per kilometre travelled corresponding to the rate applicable at any

time, based on the government rates for use of private transport, not exceeding 20,000 km per year, currently DKK 3.52.

The organisations are also in agreement that the individual employee is free to put his/her vehicle at the enterprise's disposal if he/she so wishes.

### **Ferry and bridge tickets**

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

<b>Art. 28 Overnight accommodation</b>
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### **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 sub-clause 1 reach a local agreement that the enterprise pays allowances based on the government rates, currently:

	2020	2021	2022	2023
Board	DKK 390.75			
Accommodation	DKK 223.00			

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

3. Employees and the enterprise can instead of the provision in sub-clauses 1 and 2 reach a local agreement that the enterprise organises board and lodging.
4. The enterprise shall in all cases where overnight accommodation is concerned pay payment for outwork to cover incidental expenses at the rate in force at any time, based on the government rates for tax-free compensation, currently DKK 130.25.

### **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 facilities as described in [Article 25](#) cannot be included in the residential area.
- The enterprise pays for cleaning at least once a week.
- The installation complies with the authorities’ approval
- The rules can be dealt with under the Industrial Disputes Procedure.

### **Transport 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 [Article 27](#).
7. Employees are entitled to payment of outward and homeward journeys once a week at the travel allowance rate in [Article 27, sub-clauses 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 Piece-work/pay schemes

<b>Art. 29 Piece-work basis</b>
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### **Piece-work pay**

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

### **Special piecework payments**

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

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

### **Work allocation**

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

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

### **Criticism of the work**

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

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

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

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

### **Downtime**

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

### **Room without supplement**

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

### **Electrical power**

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

### **Preparatory work**

9. Preparatory work in connection with piece-work is paid at the following hourly rates from the beginning of the wages week including

1 May 2020 ..... DKK 139.45

1 January 2021 ..... DKK 141.70

1 March 2022 ..... DKK 143.95

10. The applicable price lists are supplemented with the following from the beginning of the wages week including:

1 May 2020 ..... 2.1%

1 January 2021 ..... 2.1%

1 March 2022 ..... 2.1%

## **Art. 30 Piecework payment and advance payment**

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

1 May 2020 .....	DKK 139.45
1 January 2021 .....	DKK 141.70
1 March 2022 .....	DKK 143.95

## **Art. 31 Piece-work statement**

### **Piece-work statement**

1. The piece-work statement shall include information on dimensions, quantity and price.

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

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

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

The piece-work statement shall be submitted to the enterprise within 5 working days of completion of the work.

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

### **Gulvprislisten.dk**

2. When the recipient of a financial statement, in whole or in part based on the calculation program Gulvprislisten.dk, requests the sender to have it sent electronically, the recipient shall return it to the sender in the event of any objections to the financial statement.

If the recipient requests the electronic file, the file shall be delivered to the recipient within one working day of the request. If this time

limit is exceeded, the time limit referred to in sub-clause 3 shall be extended accordingly.

### **Deadlines for criticism**

3. In cases where the enterprise cannot approve a piece-work statement, the enterprise's written criticism shall be given to the employee at the latest at the same time as the period's salary statement.

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

If the employee cannot approve the enterprise's criticism of the financial statements, this shall be notified to the enterprise no later than 3 working days before the next payment of wages.

### **Payment**

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

### **Time limits**

5. If the above deadlines are not met, the piece-work statement or the criticism shall be deemed to have been accepted.

### **Settlement of industrial disputes**

6. In case of dispute, refer to the judicial proceedings.

<b>Art. 32 Trainee participation in journeymen/adult's piece-work</b>
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### **Piece-work statement**

1. For piece-work statements, the actual piece-work payment is deducted including any advance payment and payment on account.

### **Trainee participation**

2. When trainees participate in the employees' piece-work, the trainee's pay is deducted from the employees' piece-work statement.

### **Adult trainee participation**

3. Where adult trainees participate in the employees' piece-work, local agreement is entered into on the payment's set-off in the piece-work.

### **Art. 33 Departure of employees from piece-work**

If an employee departs from piece-work with two or more participants, any surplus over and above the amount paid accrues to the other participants in the piece-work.

### **Art. 34 New materials**

1. To fix rates for new materials or materials intended for substitution in the building sector, or when changing a previously used construction or method of working, a joint 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 shall start negotiations on fixing rates for the materials stated. If the organisations are in agreement, the committee's decision will be entered in the price rate list.
3. If the organisations are in agreement, the committee can, if necessary, also enter into negotiations on amendments to prices in the existing price list.
4. Any such changes must be approved by the competent assemblies of the organisations before they are valid.
5. In the light of the above, the parties agree that, during the collective agreement period, a committee will be formed with a view to pricing, e.g., wooden floors laid on an existing underlay.



## Chapter 8

### Pension schemes

#### Art. 35 Pensions and healthcare scheme

##### **Pension agreement**

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

##### **Pension contribution**

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

##### **Pension of sick pay**

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

The employer's share is paid by the employer besides the sickness benefit. The employee's share is deducted from the sick leave compensation before the final settlement of the employee's contribution.

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

5. The enterprise will pay pension contributions for trainees when they reach the age of 18 years and have had six months' paid work. However, in the trainee's 18<sup>th</sup> and 19<sup>th</sup> years, the rates of contribution are 4% for the enterprise and 2% for the trainee, a total of 6%.

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

6. Trainees who begin vocational training before their 18<sup>th</sup> birthday will be covered by the insurance provisions in Chapter 20 until they are entitled to pension.
7. Trainees who have reached the age of 18 years and who have served their traineeship will have acquired the necessary two months' length of service to be covered by the pension scheme if they continue their employment with the enterprise.
8. The rate referred to in sub-clause 5 shall be increased to the rates for journeymen/adult workers if the pension payment for the 18 and 19 year olds is refunded to the enterprise through AUB. The insurance scheme provided for in Chapter 20 shall lapse at the same time. In such cases, the parties shall determine the month of entry into force.

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

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

The pension contribution amounts to ..... DKK 2,040.00

Per hour ..... DKK 12.75

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

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

10. The parties agree that the enterprises pay the employees' parts of the contribution and transfer the total contribution to PensionDanmark. Pension contributions are payable at the latest on the tenth day of the month following the period for which they are due. For more information, please refer to the instructions from PensionDanmark.
11. Issues regarding missing declarations and payment of pension contribution are treated in accordance with the provisions of the protocol on pension contributions to PensionDanmark of 9 April 2019.

## Health scheme

12. Enterprises that do not already have a health scheme approved by the organisations will establish a healthcare scheme with PensionDanmark.
13. The contribution will amount to 0.15% of the holiday qualifying pay plus payment for holidays and public holiday pay and will be paid by the enterprise together with the pension contribution.
14. The health scheme must comprise telephone counselling in case the employee needs emergency psychological aid, fast diagnosis, addiction counselling or a guide to the health services.
15. The scheme must also contain treatment by a physiotherapist, chiropractor or masseur for problems in joints, muscles and tendons which arise during the course of work, as well as rapid diagnosis.
16. The enterprises may – provided that the approval of the parties has been granted – be released from PensionDanmark's healthcare scheme by giving three months' notice, provided that the enterprises establish a scheme which is at least equal to PensionDanmark' healthcare scheme.

<b>Art. 36 ATP</b>
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Pursuant to the Act on the Danish Labour Market Supplementary Pension (ATP) (Lov om Arbejdsmarkedets Tillægspension), the contribution amounts to:

### Employees paid by the week

Enterprise per week.....	DKK49.80
Employee per week.....	DKK24.90

### Employees paid by the month

Enterprise per month.....	DKK189.35
Employee per month.....	DKK94.65

## **Chapter 9**

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

#### **Art. 37 Pay during periods of sickness and injury**

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

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

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

#### **Pay during sickness**

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

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

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

#### **Pay during injury**

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

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

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

## Interruption of length of service

5. An employee's length of service in the enterprise is not considered to be interrupted in connection with:
  - Sickness up to 3 months
  - Call-up for military service for up to three months
  - Leave of absence in connection with pregnancy and maternity/paternity leave and
  - Work interruption due to machinery breakdown, shortage of materials, etc., provided that the employee resumes work when given the possibility by the enterprise.
6. In case of a relapse due to the same sickness within 14 calendar days of the first working day after the previous absence period, the enterprise's payment period is calculated from the first absence day of the first absence period.
7. The sickness pay shall consist of the amount of sickness benefits due, supplemented up to full pay for no more than 37 hours a week, but not more per hour than the following from the beginning of the week of remuneration in which:

1 May 2020 .....	DKK 147.50
1 January 2021 .....	DKK 150.00
1 March 2022 .....	DKK 152.50

Holiday, floating holiday, and public holiday compensation and pension are payable on the amount.
8. The basis of calculation for the wage is the employee's expected loss of earnings per working hour, including systematic nuisance supplements during the sickness period. If this is not known, the calculation basis is the employee's earnings per work hour during the last 4 weeks prior to the absence, including systematically regular nuisance payments and exclusive irregular payments that are not related to the work hours during the period. If the number of work hours executed in the preceding four-week period is not available, work hours shall be calculated according to the provisions of the Sickness Benefits Act (Sygedagpengeloven, ATP rules). Sick pay for up to 37 hours per week is calculated as the calculated number of hours times DKK 147.50/ DKK 150.00/ DKK 152.50.

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

## **Art. 38 Child's first sick day**

### **Child/Children at home**

1. Employees and employees on training and education 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. These days off are only awarded to one of the child's parents and on the child's first whole sick day.

If the child falls ill during the employee's working day, and the employee has to leave work for that reason, the employee is entitled to time off for the remaining 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 May 2020 ..... DKK 147.50

1 January 2021 ..... DKK 150.00

1 March 2022 ..... DKK 152.50

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

## **Art. 39 Hospitalised children**

1. Employees and employees undergoing training and education are allowed time off when it is necessary in connection with hospitalisa-

tion, including when the hospitalisation is entirely or partly in the home. This rule applies 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 May 2020 ..... DKK 147.50

1 January 2021 ..... DKK 150.00

1 March 2022 ..... DKK 152.50

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

<b>Art. 40 Childcare days, 2<sup>nd</sup> sick day and visit to the doctor</b>
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### **Childcare days**

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

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

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

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

### **Visit to the doctor**

3. Employees and employees undergoing training and education with 1 month's length of service in the enterprise are entitled to free time for visits to the doctor together with the child. Employees who wish

to have free time for visits to the doctor should notify the enterprise as soon as possible.

### **Payment from the public holiday and floating holiday account**

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

<b>Art. 41 Maternity/paternity provisions</b>
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### **Pregnancy leave/maternity leave**

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

### **Paternity leave**

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

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

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

1 May 2020 .....	DKK 147.50
1 January 2021 .....	DKK 150.00
1 March 2022 .....	DKK 152.50

### **Parental leave (before 1 July 2020)**

5. Subject to the above conditions, employees on parental leave receive payment for a period of up to 13 weeks. Each of the parents



is entitled to five out of the 13 weeks.

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

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

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

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

### **Parental leave after 1 July 2020**

6. Subject to the above conditions, the enterprise shall provide payment to employees on parental leave for a period of up to 16 weeks. Of these 16 weeks, the parent who is taking maternity/paternity leave, is entitled to 5 weeks and the other parent is entitled to 8 weeks.

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

All of the 16-weeks' leave must be taken within 52 weeks of the child's birth. Unless otherwise agreed, 3 weeks' notice shall be given of the 16 weeks' parental leave. The leave of each parent may be split into no more than two parts, unless otherwise agreed.

### **Payment during parental leave**

7. Payment during parental leave is full pay.
8. Pay during parental leave is calculated as the employee's expected loss of income per working hours including systematically occurring nuisance compensation during the leave period.
9. If the expected loss of earnings per working hours is not known, the pay during the leave is calculated on the basis of earnings in the last 13 weeks prior to the start of the leave. Earnings include systematically occurring nuisance supplement but not irregular payments with no relation to the work hours in the period. Any piece-work surplus in the 13-week period is included pro rata with the hours that relate to the piece-work surplus.

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

**Refusion**

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

## **Chapter 10**

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

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

<b>Art. 42 Holiday accrual</b>
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1. Entitlement to paid leave shall be earned with 2.08 days for each month's employment during the holiday year (1 September to 31 August).
2. For less than 1 month of employment, the accrual period shall be proportionate with 0.07 days holiday paid for each day's employment subject, however, to a maximum of 2.08 days.
3. The calculation of holiday entitlement includes periods of sickness absence for which the enterprise has paid a holiday pay contribution, periods of sickness where the enterprise has paid wages in accordance with the collective agreement, maternity/paternity provisions/adoption, continuing education and training, collectively agreed days off, absence on a child's first sick day and absence during a child's hospitalisation.
4. Holiday leave is granted in the form of whole days off, i.e. the holiday entitlement is rounded up or down to the nearest natural number.
5. Local agreements may be made for holidays to be taken in hours. Such agreements shall be in writing. In this context, it shall be ensured that the holidays are not held for less than the planned number of working hours on the day in question and that the total holiday is not less than five weeks calculated as 25 full days where work free days that are not substitute holidays and working days are taken into account proportionately. Holidays should be organised for whole weeks as far as possible. Holidays should reflect the working week and should not be placed solely on short or long working days.

6. If an employee has not earned full holiday rights (25 days) with holiday allowance or pay, the employee is entitled to have the number of holiday days supplemented up to full holiday rights without the associated right to holiday allowance or pay for such additional days.

### **Art. 43 Taking holidays**

1. Holidays shall be held during the holiday period, which includes the holiday year (1 September to 31 August) in which the holiday is earned and the following 4 months from the end of the holiday year to the end of the calendar year, i.e. from 1 September to 31 December of the following calendar year.
2. Holidays commence at the beginning of normal working hours on the first day off and ends at the end of working hours on the last day off.
3. If holidays are taken as whole weeks, they end at the start of normal working hours on the first normal working day after the end of the holiday.

#### **Main holiday**

4. The employee is entitled to hold at least 15 uninterrupted days of earned paid holiday in the period from 1 May to 30 September (the main holiday period).
5. If an employee has accrued less than 15 days' holiday, the whole accrued holiday is the main holiday.
6. In a current, specific situation, it may be agreed that the main holiday will take place outside the holiday period. However, it shall be possible to hold at least 10 uninterrupted days.

#### **Residual holiday entitlement**

7. The employee is entitled to take other holidays for at least five weekdays. If the residual holiday days amount to less than five holiday days, these must be taken as a continuous whole. Where desirable for business reasons, the residual holiday days can be taken as individual holiday days.

### **Timing of holidays**

8. Subject to negotiations with the employees, the enterprise determines when holidays should be taken.
9. As far as possible the enterprise must accommodate its employees' wishes for the placing of holidays, including wishes for the main holiday to be taken during the school holidays of employees' children.
10. As soon as possible, the enterprise must inform its staff when the holiday is to be taken. However at least three months' notice of the start of the main holiday must be given and at least one month's notice of the start of residual holiday entitlement must be given unless there are special circumstances preventing this.

### **Rescheduling of holidays**

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

### **Collective holiday closure**

14. If an enterprise is closed during a holiday, an employee who is not entitled to earned paid holiday during all of the days when the enterprise is closed cannot raise a claim against the enterprise.
15. The enterprise shall, as far as possible, ensure that the employee has earned paid holiday for all the days when the enterprise is closed. If the enterprise does not do so, the enterprise shall pay the employee's wages for the days concerned. The salary is calculated on the basis of the employee's usual wage during the last 4 weeks before the enterprise's closure.
16. If the enterprise is closed at a time when an employee who has been employed throughout the previous holiday year and until the enterprise has been closed has not earned a paid holiday for all the days when the enterprise is closed, the enterprise shall pay the holiday payment as advance payment against the enterprise being able to offset the subsequent accrual of paid holiday.

## **Art. 44 Sickness and holidays**

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

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

When the employee reports back to work, he/she must notify the enterprise whether he/she wishes to start the holiday. If the employee does not wish to start the holiday, a new date for the holiday must be determined with proper notice.

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

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

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

3. If an employee who has reported sick prior to the start of the holiday reports back to work during collective holiday closure, the employee shall resume work and may claim to have his/her holiday moved to another date.
4. If the employee cannot be offered employment during the period, the holiday is considered to have started at the time of reporting back to work, unless otherwise agreed.

5. The holiday that the employee was prevented from taking due to his/her sickness shall be taken immediately after the originally scheduled holiday, unless otherwise agreed.

#### **Art. 45 Transfer of holidays**

1. It may be locally agreed that earned and non-taken holidays beyond 20 days are transferred to be taken during the following holiday period. If so, a transferred holiday shall be taken first.
2. A maximum of 10 holiday days may be transferred and all holiday shall be held no later than the second holiday period following the transfer of holiday days.
3. The agreement shall be entered into in writing no later than 31 December of the holiday period and cannot cover more days than the employee has earned in the enterprise.
4. The parties recommend that the contract form drawn up between the parties should be used. Reference is made to [Annex 5](#).
5. If an employee is prevented from taking leave due to sickness, maternity/paternity leave, leave for adoption or other hindrances to taking a holiday in accordance with the Government Order on hindrances to holidays, up to 20 days of paid annual holiday may be transferred to the subsequent holiday period. The transferred holiday shall be taken before any other holiday.
6. Holidays to an extent corresponding to the transferred holiday may not be placed so they are taken during a notice period unless the holiday pursuant to the abovementioned agreement is timed to be taken prior to the notice period. However, for salaried employees, holidays transferred as a result of hindrances to the holiday, cf. sub-clause 5, may be notified to be taken during a notice period.

#### **Art. 46 Holiday allowance**

1. Holiday allowance amounts to 12½% of the total cost of the holiday year (1 September to 31 August).

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

### **Calculation of sickness benefit**

3. The enterprise also pays holiday allowance according to the provisions of Article 20 of the Danish Holiday Act from the second day of absence due to sickness for the periods in which the employee was absent due to sickness or injury during the holiday qualifying year.
4. Holiday allowance 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 benefit for absences through sickness where the employee has not received sick pay shall be a fixed amount per working day; see the agreement of 1 December 1972 between DA, the Danish Employers' Confederation organisation, and LO, the Danish Federation of Trade Unions (now FH).

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

6. Holiday allowance per working day during sickness during 2020 constitutes:

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

In 2021, holiday allowance per working day during sickness constitutes:

	Copenhagen	Regional districts
Skilled workers	DKK	DKK
Unskilled workers	DKK	DKK

In 2022, holiday allowance per working day during sickness constitutes:

	Copenhagen	Regional districts
Skilled workers	DKK	DKK
Unskilled workers	DKK	DKK



In 2023, holiday allowance per working day during sickness constitutes:

	Copenhagen	Regional districts
Skilled workers	DKK	DKK
Unskilled workers	DKK	DKK

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

### **Pension of sick pay**

7. Please refer to [Article 35, sub-clause 4.](#)

## **Art. 47 Reporting and payment of holiday allowance**

### **Reporting and payment**

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

### **The payment of holiday allowance without the holiday being taken**

4. The employee leaves the labour market  
Holiday allowance for the preceding and the current holiday year is paid to the employee if the employee retires from the labour market due to his/her age or state of health, or if the employee moves permanently abroad and is deregistered from the Civil Registration System.
5. Death:  
The holiday allowance is paid to the estate upon the death of the employee.

Holiday allowance corresponding to the 5th holiday week:

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

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

Holiday allowances and sickness compensation for any holiday earned over and above 20 days that has not been held, agreed transferred or paid before the end of the holiday period shall be paid by the enterprise after the end of the holiday period if the employee has been employed full-time in the same enterprise throughout the holiday period.

Payment of holiday allowance at the end of the holiday period

6 Uncollected holiday allowance for employees who have resigned

Holiday allowances not withdrawn by the employee before the end of the holiday period and earned in an employment relationship that ended no later than the end of the holiday period shall be paid by the enterprise upon request by the employee.

7. Payment of holiday allowance in case of sickness or maternity/paternity leave:

If an employee is prevented from taking a holiday due to his or her sickness, leave in accordance with the Maternity/Paternity Act, and if the hindrance to the holiday continues until the end of the following holiday period, the holiday allowance may be paid to the employee.

<b>Art. 48 Special provisions</b>
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**Non-transferability**

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

### **Limitation of holiday allowance**

2. Holiday allowance that has not been collected within five years of the end of the holiday year in which the holiday should have been taken, or can be paid, will expire and the amount will be transferred to the Building Group's Holiday Fund (Byggegruppens Feriefond) unless the employee raises a legal claim for payment, settlement of industrial disputes, police report, files a petition in bankruptcy or an application to the director of the Agency for Labour Market and Recruitment (Styrelsen for Arbejdsmarked og Rekruttering).

### **Waiver of holidays**

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

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

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

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

### **Work during holidays**

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

### **Disagreements**

6. Disagreements concerning the provisions on holidays and holiday fund are resolved in accordance with the procedure for settlement of industrial disputes.

## **Holiday pay guarantee**

7. The organisations agree that holiday pay is a part of each employee's wages and, in the event of non-payment of holiday allowance to the employee on his/her claim, the Danish Construction Association guarantees that the amount will be paid.

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

The payment shall be made to the United Federation of Danish Workers, 3F, when the Danish Construction Association has received a due claim from the United Federation of Danish Workers - documentation for the earnings. The United Federation of Danish Workers shall subsequently settle the member's/(s') accounts.

In cases where the Danish Construction Association makes payment, the United Federation of Danish Workers is bound to assign the claim concerned to the Danish Construction Association on behalf of its members.

### **Art. 49 Floor workers' holiday supplement fund**

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

### **Art. 50 Professional holiday fund**

1. In order to create greater opportunities for members of Fagligt Fælles Forbund to take holidays, the organisation has established the Byggegruppens Feriefond (Construction Group's Holiday Fund).  
The holiday fund is financed by holiday allowances not collected

before the end of the holiday year in which the holidays should have been taken.

2. Members of the Danish Construction Association are obliged to pay uncollected holiday allowances to the Danish Construction Association by 30 September.

The United Federation of Danish Workers may for its own account require that contributions are checked by random sampling by a state-authorized public accountant. If the audit confirms that the enterprise has failed to settle unclaimed holiday allowance, the enterprise shall pay the audit fees itself.

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

<b>Art. 51 Payment for public holidays, floating holidays, days off for senior employees, and Childcare days</b>
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### **Accumulation**

1. The enterprise pays 9.9% of the employee's holiday entitled wages, including the sick pay in accordance with the collective agreement, into the employee's public holiday and floating holiday account. The public holiday and floating holiday account is used to pay public holiday holidays, floating holiday periods, childcare days, collective agreement days off, days off for senior employees (for employees who fulfil the conditions for this), and absence in connection with a child's second sick day and children's visits to the doctor.

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

From the beginning of the pay week including 1 January 2021, the public holiday and floating holiday pay increases to ..... 11.90%

From the beginning of the pay week which includes 1 March 2022

the public holiday and floating holiday pay increases by 1% of the holiday pay entitled pay to a total of ..... 12.90%

The amount includes holiday allowance of the payment for public holidays and floating holidays.

2. If the employee does not have at his/her disposal the whole contribution to the public holiday and floating holiday pay account in connection with his/her free choice, the enterprise shall pay the remaining contribution of the excess over and above 9.9%, on an ongoing basis, together with the employee's wages, unless otherwise agreed by the local parties. A prerequisite for payment is that the enterprise is able to prove that the employees have been invited to make a choice.
3. The enterprise and employees can agree that the contribution to the public holiday and floating holiday account, in excess of 5.9%, may be paid on an ongoing basis along with the wages.

### **Payment**

4. The accumulation is paid partly together with the wages in accordance with the above provisions, and partly as an advance payment for the individual public holiday, floating holidays, days off for senior employees, etc., and partly as a balance of the payments.

### **Advance payments**

5. The amounts of advance payments per day are:

For adult employees ..... DKK 1,300.00

For young workers

(however, full personal pay as the maximum) ..... DKK 700.00

Public holidays include:

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

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

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

## **Payment of advance payments**

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

## **Right to advance payments**

7. Employees become entitled to the accumulation stipulated in sub-clause 1 and to the advances specified in sub-clause 3 immediately upon appointment.

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

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

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

## **Balance**

8. Each employee's holiday account for public holidays and floating holidays is balanced off once a year in connection with the closing of payroll accounts for pay week 52 and the calculation of income tax.

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

The advance amount for 1 January is ascribed to the weekday and floating holiday account for the previous calendar year.

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

## **Resignation**

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

## **Work on public holidays**

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

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

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

## **Death**

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

## **Guarantee**

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

<b>Art. 52 Senior employee scheme</b>
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## **Accrual**

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



## **Placement**

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

## **Payment**

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

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

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

### **Art. 53 Employees receiving state pension**

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

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

### **Art. 54 Provisions on holiday leave for posted employees**

1. The provisions of [Articles 42-51](#) do not apply to posted employees, i.e. employees who normally perform their jobs outside Denmark and who are temporarily working in Denmark; see Act No. 849 of 21 July 2006 on the Posting of Employees.

## **Taking holidays**

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

## **Payment of holidays**

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

Alternatively, the enterprise and the employees may agree that, the enterprise pays compensation to the employees for the missing holidays, together with the pay. Settlement of the remaining contribution/allowance must, cf. the relevant provisions of the collective agreement, appear from the payslip and be paid out/in for each pay period.

It follows from Article 6, sub-clause 1 of the Posting of Employees Act that if the legislation otherwise applying to the employment relationship is less favourable for the employee with regard to the length of the holiday and its payment, than Articles 7, 23 and 24 of the Holiday with Pay Act (the corresponding provisions in the new Holiday with Pay Act are Articles 5 and 16), the employer shall ensure that the employees are granted additional holidays and holiday pay so that their terms are equally favourable with those provided for by the Holiday with Pay Act. This means that if the holiday arrangement of the country of origin 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 country of origin.

### **German enterprises**

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

## Chapter 11 Collaboration

### Art. 55 Shop steward rules

#### Shop steward

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

#### Complaints or recommendations

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

#### Mutual complaints

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

#### Collaboration

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

#### Election rules

5. A shop steward may be selected in any workplace or enterprise with at least 3 employees.

If the number of employees is reduced to less than 3, the shop steward job ceases unless both parties wish to continue it.

If new appointments or re-engagements are made within one month, thereby justifying the election of a shop steward, the shop

steward role will continue. However, the shop steward does not enjoy any protection during this period.

The shop steward shall be elected from among the recognised competent employees who have worked in the enterprise in question for at least 6 months. If a minimum of at least three such employees with sufficient seniority cannot be found, this number shall be supplemented from amongst the employees with the longest service.

### **Only employees**

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

### **Trainees' voting rights**

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

### **Election validity**

8. The election is not valid until it has been approved by the association and notified to the enterprise in writing.

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

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

### **Obligations**

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

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

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

11. 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 shall be held within one month of the employee ceasing to be a shop steward and at his/her request. As part of the negotiations, it should be clarified whether a need for professional updating exists, and how such updating is to take place.

12. 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.
13. The employee receives pay pursuant to [Article 37](#) during the professional updating. It is a condition that the education and training is eligible for statutory compensation for loss of wages. The compensation for loss of wages accrues to the enterprise.
14. Support to the professional updating may be granted from the Construction and Civil Engineering Sectors' Development Fund (Bygge- og Anlægsbranchens Udviklingsfond).

### **Settlement of industrial disputes**

15. If the United Federation of Danish Workers, 3F, considers that such dismissal is unjustified, the Danish Construction Association is obliged to submit to the Court of Arbitration's decision in the case.

### **Employees' club**

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

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

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

### **Club laws**

17. If agreements are made between employees concerning work or other matters in the enterprise, including club laws, they shall be brought immediately to the knowledge of the shop stewards and

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

#### **Art. 56 Health and safety representatives**

1. The same rules on election and termination of employment and time off for education and training apply to health and safety representatives as apply to shop stewards.
2. In addition, reference is made to the current Health and Safety at Work Act (Lov om arbejdsmiljø) and the related government order.

#### **Art. 57 Continuing education and training of shop stewards and health and safety representatives**

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

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

#### **Art. 58 Cooperation and working environment**

1. Good cooperation between the management and the employees of an enterprise is an important factor for boosting the productivity and competitiveness of the enterprise as well as the employees' job satisfaction and development possibilities.

2. All employees who are subject to the collective agreement shall pay a contribution per working hour.

From the start of the pay week that includes 1 May 2020, the contribution per working hour amounts to ..... DKK 0.55

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



## Chapter 12

### Education and training

#### Art. 59 Continuing training and education

##### Continuing training and education

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

The enterprise is reimbursed by the public sector.

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

#### Art. 60 Education and training scheme

With the objective:

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

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

Funding is provided according to the following rules:

**Employees organized in the trade union under the BAT cartel and enterprises organised in the Danish Construction Association**

1. For employees organised in associations under the BAT cartel and for enterprises organised in the Danish Construction Association, the organisations pay the amounts fixed by the technical committees and the continuing education and training committees.

**Other enterprises**

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

**Art. 61 DA/LO Development Fund**

Employers shall pay a contribution to the education and training fund established between the central organisations that at present is DKK 0.45 per work hour. The contribution is collected as determined by the central organisations. With effect from the first pay period after 1 January 2022, the amount will be increased to DKK 0.47 per work hour.

**Art. 62 Construction and Civil Engineering Sectors' Development Fund**

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

**Time off for training and education**

2. After three month's employment and according to agreement with the enterprise, employees are entitled to participate in a training and

education course of their own choice of up to two weeks (ten working days).

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

3. The training and education may include participation in an individual skills assessment in relation to relevant vocational education and training within the scope of the collective agreement. Based on the skills assessment, a personal training and education plan is drawn up and, following agreement with the enterprise, the employee is entitled to participate in training according to the training plan.
4. When an employee changes jobs to another enterprise within the scope of the collective agreement, training and education arranged as part of the employee's personal training and education plan may be continued in the new enterprise, taking into account the operations of the enterprise.

### **Possible use of funds**

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

### **Contributions**

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

### **Management and administration**

7. The organisations establish a new – or use the services of an existing – administration company to manage the contributions paid. Detailed guidelines are laid down in statutory instruments drawn up by the parties.

## **Applications**

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

## **Disagreements**

11. If the United Federation of Danish Workers or the Danish Construction Association finds that the provisions governing the Construction and Civil Engineering Sectors' Development Fund do not work as intended, such issues may be the subject of discussion in the Executive Committee.
12. Specific disagreements may be settled by the industrial disputes procedure; cf. [Article 65](#). However, disagreements may not be forwarded to industrial arbitration.

## Chapter 13

### Social chapter

#### Art. 63 Reduced working capacity

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

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

##### **Approval**

2. The local department must approve such agreements.

##### **Abuse**

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

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

4. It is recommended to use the contract of employment prepared by the organisations in accordance with social chapters, or a similar contract that meets the same conditions. [See Annex 3.](#)

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

## Chapter 14 Termination of employment

<b>Art. 64 Rules on termination of employment</b>
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### Periods of notice for hourly-paid work

1. Periods of notice are as follows:

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

### Right to resign

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

### Written notice of termination

3. The period of notice is calculated from the end of normal working hours on the day on which the other party received the notice.

To be valid, the notice of termination shall be given in writing, and the recipient shall confirm receipt of the notice of termination by his signature.

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

### Length of service

4. Employees who are dismissed but re-engaged within a period of nine months retain the length of service achieved at the time of dismissal.

However, this does not apply if the enterprise offers a fixed-term or job-specific appointment for a period until expiry of the notice period, 1-3 and 10 working days.

5. Holidays, inclement weather, sickness, military service and absence as a result of pregnancy and confinement, see the Act on Maternity/Paternity Leave (Lov om barselsorlov) etc. do not count as interruption of length of service.

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

6. Employees who, through no fault of their own, suffer injury at work performed for the enterprise or an occupational sickness which is clearly a result of the work done for the enterprise, cannot be given notice of termination during the first eight weeks of the period of documented incapacity for work caused by such injury.
7. Employees with 4 months' length of service who are unable to work due to sickness may not be terminated within the first 8 weeks of the period during which they are unable to work due to sickness. (The provision applies to terminations after 1 May 2020).

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

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

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

9. The enterprise's notice period lapses in the event of unemployment resulting from normal performance of the work being prevented or obstructed by the work stoppage or lockout of other workers or by other force majeure situations, which is not the fault of the enterprise.

## **Chapter 15**

### **Industrial disputes procedure**

<b>Art. 65 Industrial disputes</b>
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1. No dispute of an industrial nature between members of the under-signed organisations may cause a work stoppage, but the parties should strive to resolve such disagreements in accordance with the below provisions.
2. Disagreements of an industrial nature and within the scope of this collective agreement should be resolved at local level between the parties at the enterprise or workplace.
3. If so requested by the employees or the enterprise, a representative of the organisations may assist with the negotiations.

#### **Local arbitration**

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



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

### **Organisation meetings**

10. If the organisations agree, the matter in dispute may be considered at a meeting between the organisations before being referred to the Danish Labour Court or arbitration.
11. A request for an organisation meeting must be made to the counterparty organisation within four weeks of the date the mediation meeting was held.
12. The organisation meeting should, as far as possible, be held within three weeks of receipt of the counterparty organisation's request for an organisation meeting. The date of the organisation meeting 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 mediation officers supplemented by representatives of the parties involved, whose attendance is compulsory.
15. Representatives of the organisation who have participated in the local arbitration may not at the same time act as senior mediator.
16. The senior conciliators then seek to resolve the disagreement through direct negotiation.
17. Minutes are prepared showing both points where agreement was reached and points where agreement was not reached. The minutes shall be signed by the chief negotiators of the organisations.

The outcome of the organisation meeting is binding on the parties.

18. If the trade union can prove circumstances that give cause for assuming that the provisions of the collective agreement were not observed, e.g. if the trade union has attempted unsuccessfully to contact the enterprise, the enterprise shall prove to the Danish Construction Association that the provisions of the collective agreement have been adhered to.

The Danish Construction Association shall present the documenta-

tion to the trade union upon request.

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

If, in the course of negotiations, it is ascertained that the provisions of the collective agreement have not been observed, the Danish Construction Association shall approach the enterprise with a view to requiring it to rectify the situation. The Danish Construction Association shall send a copy of the letter to the trade union, and if the situation is not rectified without delay, the trade union may bring the case before the Danish Labour Court.

### **Industrial arbitration**

19. If attempts at reaching agreement fail through the above-mentioned Industrial Disputes Procedure and the case concerns the interpretation of an existing pay agreement with general provisions or an existing collective agreement between the organisations, it shall be referred to industrial arbitration for a decision if requested by either organisation.
20. The organisation requesting that the dispute be referred to arbitration for a decision shall make such a request to the counterparty organisation within four weeks of the mediation or the organisation meeting.
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 of the arbitration proceedings are fixed according to agreement between the organisations.
23. The court of arbitration comprises five members, two appointed by each organisation involved and one umpire appointed by the said organisations. Failing agreement about the appointment of the umpire, the organisations shall request the President of the Danish Labour 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 are understood to be 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 is to be considered by the umpire with knowledge of the industry or the legally qualified umpire, both umpires shall be called in to jointly hear the case on its merits and make a decision.
27. If the organisations find it relevant, they may jointly elect a permanent professional umpire and/or legal umpire for a period of one calendar year at a time. They may be re-elected.
28. In cases of industrial issues, cf. sub-clause 25, the claimant organisation shall, within ten working days before the arbitration proceedings, submit a written statement of claim, including the case file that it wishes to submit to the proceedings, to the opposing party and the umpire. Similarly, the respondent organisation shall submit its points of defence and any exhibits no later than five working days before the arbitration proceedings, to the opposing party and the umpire.
29. In other cases, the claimant organisation shall, within 20 working days before the arbitration proceedings, submit a written statement of claim, including the case file that it wishes to produce at the proceedings, to the opposing party and the umpire. Similarly, the respondent organisation shall submit its defence and any exhibits no later than 10 working days before the arbitration proceedings, to the opposing party and the umpire. An exchange of remarks and rejoinder shall be made no later than six working days prior to the arbitration proceedings by the complainant and no later than two working days prior to the arbitration proceedings by the respondent.
30. During the hearing, the disputed issue shall be presented orally by a representative of the organisations who may not at the same time be a member of the arbitration tribunal.
31. The umpire is the chairman of the tribunal and presides over the proceedings. Following deliberation, the matter is put to the vote and decided by a simple majority of votes.
32. If no majority is reached for a decision in the matter, the umpire alone must make a reasoned judgement in the dispute.
33. Persons having personal interests in the workplace, the working conditions of which have been referred to the mediation committee

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

### **Disputes**

- 34 The present rules do not limit the rights of the relevant organisations or their members to participate in work stoppages ordered by the Confederation of Danish Employers or the Danish Confederation of Trade Unions, without prior mediation and arbitration.

### **Time limits**

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

## **Art. 66 Payment after Settlement of industrial disputes**

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

## **Art. 67 Pay and working conditions of foreign employees**

### **Introductory provisions**

1. The aim of these provisions is to ensure pay and work conditions in accordance with the collective agreement for all employees. The provisions may not be invoked to demand disclosure of information on pay in order to gain general knowledge of the pay conditions in the enterprise.
2. The parties to the collective agreement agree that all works in the construction and civil engineering sectors in Denmark should be

carried out on collectively agreed terms, which guarantee employees' wages, working hours and other working conditions.

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

### **Organisation meetings**

6. If the trade union proves circumstances which give reason to assume that the provisions of the collective agreement have been violated, e.g. if the trade union has tried to contact the enterprise without success, the enterprise must immediately communicate with the Danish Construction Association. Similarly, the Danish Construction Association must immediately communicate with the trade union.
7. As a result, an organisation meeting shall immediately be convened between the parties to the collective agreement. In addition to the parties to the collective agreement, the principal and the subcontractor shall also participate. The meeting is held at the building site within 48 hours, unless otherwise agreed.
8. All relevant background information shall be presented at the organisation meeting. At the meeting, it is incumbent upon the subcontractor to prove that the provisions of the collective agreement have been observed.

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

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

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

### **Industrial arbitration**

13. If agreement is not reached as to whether the provisions of the collective agreement have been observed at the organisation meeting, a permanent umpire appointed by the Danish Labour Court may accede to the arbitration tribunal in order to deliver an arbitration award as quickly as possible.
14. In cases involving enterprises which are not members of the Danish Construction Association, the tribunal shall comprise representatives of the enterprise and the trade union.
15. The Court of Arbitration shall decide on whether the provisions of the collective agreement have been complied with based on the information presented to the tribunal and, where possible, on any requirement for additional payment.
16. If the organisation meeting or the arbitration proceedings concludes that the provisions of the collective agreement have not been observed, the Danish Construction Association is obliged to communicate with the original principal and urge the principal to contribute to the resolution of the dispute. The Danish Construction Association shall inform the trade union hereof.

### **Briefing the trade unions**

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

### **Confidentiality**

18. The parties agree that any and all disclosed information on wages shall be treated as confidential and may only be used in settlement of industrial disputes regarding the question of applicability of the provisions of the collective agreement and that it may not in any manner be made public unless the case has been concluded by way of industrial arbitration or in the Danish Labour Court.

<b>Art. 68 Legal cases involving summary dismissal</b>
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1. In cases involving instant dismissal, a mediation meeting shall be held no later than five working days after receipt of the counterparty organisation's mediation request, unless agreed otherwise.
2. If the parties cannot reach agreement in a case involving instant dismissal at the mediation meeting, the parties may request that the dispute be settled by way of arbitration.
3. If such request for arbitration has been made, the parties may additionally request an organisation meeting and/or a negotiation meeting, provided that such meeting may be held without changing the date of the industrial arbitration.
4. The organisation desiring the case to be referred to further proceedings must no later than ten working days of the date of the mediation meeting/organisation meeting file a written request for industrial arbitration.

This time limit may be derogated from by agreement.

<b>Art. 69 The Danish Labour Court</b>
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In the event of an alleged breach of the provisions of the collective agreement, a joint meeting with the participation of the Confedera-

tion of Danish Employers and the Danish Confederation of Trade Unions shall be held before the case is brought before the Danish Labour Court.

#### **Art. 70 Urgent cases**

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

#### **Art. 71 Work stoppage**

The present rules do not restrict the organisations’ or their members’ rights to participate in work stoppages without prior mediation or arbitration based on “Standard for rules for the settlement of industrial disputes” or on the General Agreement between the Confederation of Danish Employers and the Danish Federation of Trades Unions.



## Chapter 16

### Equal pay board

#### Art. 72 Equal pay board

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

#### **Overall framework**

1. The Equal pay board is established on the basis of the model used for the Danish Board of Dismissals.
2. The Board will examine cases regarding the interpretation and understanding as well as violations of the provisions of the Danish Act on Equal Remuneration (Ligelønsloven) and the manner of their implementation in the collective agreement. Cases relating to implementation agreements shall be submitted to the Board unless they are comprised by the provisions of Article 11(2) and Article 22(1) of the Danish Labour Court Act and Industrial Arbitration Act (Arbejdsretsloven).
3. The Board shall firstly be able to resolve disputes relating to the key provisions of the Act, i.e. Article 1, sub-clauses 1-3, and Article 3.
4. Issues relating to Article 5a, sub-clause 4 of the Act and the relevant provisions of agreements shall primarily be resolved pursuant to the stipulations of the Cooperation Agreement. Only legal disagreements in the form of disputes regarding violation or interpretation of the provisions may be brought before the Board.
5. The parties agree to strive to establish a unified system of sanctions.
6. If a given case comprises aspects regarding the violation or interpretation of the equal remuneration regulations as well as other issues within the scope of the collective agreement, the Board may also deal with such other issues. However, if such other issues require very specific knowledge of the provisions of the collective agreement, they may on request be referred to the industrial disputes procedure for independent consideration.

7. Cases may not be submitted to the Board until the ordinary negotiation channels in the industrial law system have been completely explored. This implies that local negotiations, the mediation meeting and the organisation meeting have all been held. Furthermore, the board shall hold a preparatory meeting corresponding to the meeting held by the Danish Board of Dismissals.
8. The parties to the collective agreement agree that the deadlines which apply to the dispute resolution procedure of the Danish Board of Dismissals are not suitable for the equal remuneration cases which usually involve many aspects to be examined. It has, therefore, been agreed that it is appropriate to set other deadlines that will better balance the need for a quick decision and due consideration of a proper statement of the cases.
9. Such board will, if relevant, be established in accordance with the above guidelines, with the necessary adaptations.

## Chapter 17

### Other provisions

#### Art. 73 Implementation of EU directives

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

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

The parties hereby consider the directives to be implemented.

#### Art. 74 Employment code

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

#### Art. 75 Electronic documents

1. Enterprises may submit any other documents regarding past or present employment by available electronic means of communication, e.g. E-Boks or e-mail, with releasing effect.
2. Should an enterprise wish to make use of this option, it may do so at three months' prior notice to its employees, unless otherwise

agreed. After the expiry of the notice period, employees who are unable to collect the documents electronically will be given them on application to the enterprise.

<b>Art. 76 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 2020 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 2023.

Copenhagen, 17 March 2020

On behalf of the United Federation of Danish Workers:  
Claus von Elling

On behalf of the Danish Construction Association:  
Lars Storr-Hansen

## Chapter 18 Trainees

### Art. 1 Daily / weekly working hours

1. The daily and weekly working hours (including days off) as well as the timing hereof are the same as those that apply 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 Government Order on training and education for the trade concerned.

## Art. 3 Pay

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

<b>1 May 2020</b>	Per hour	Per week
1st pay period, variable	DKK 68.00	DKK 2,516.00
2nd pay period, 52 weeks	DKK 82.10	DKK 3,037.70
3rd pay period, 52 weeks	DKK 93.55	DKK 3,461.35
4th pay period, 52 weeks	DKK 112.95	DKK 4,179.15

### **1 January 2021**

1st pay period, variable	DKK 69.15	DKK 2,558.55
2nd pay period, 52 weeks	DKK 83.50	DKK 3,089.50
3rd pay period, 52 weeks	DKK 95.15	DKK 3,520.55
4th pay period, 52 weeks	DKK 114.85	DKK 4,249.45

### **1 March 2022**

1st pay period, variable	DKK 70.30	DKK 2,601.10
2nd pay period, 52 weeks	DKK 84.95	DKK 3,143.15
3rd pay period, 52 weeks	DKK 96.75	DKK 3,579.75
4th pay period, 52 weeks	DKK 116.80	DKK 4,321.60

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

### **EUX trainees**

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

3. EUX trainees follow the collective agreement for trainees of the trade concerned, however such that the pay is regulated as follows:
  - Irrespective of the commencement date, the pay is regulated in arrears from 1 February if the end of the test for completed 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 4<sup>th</sup>, 3<sup>rd</sup> and 2<sup>nd</sup> pay scales, respectively. Any pay earlier in the course of the training and education is paid at the rate for pay scale 1 and is variable in terms of time.

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

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

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

- Irrespective of the starting date, pay is regulated in arrears
  - from 1 February for the apprenticeship test ending on the last Friday in September of the year of completion
  - And from 1 August for the apprenticeship test ending on the last Friday of the following March of the year of completion
- The adjustment in arrears is done for 1 year, for the 4<sup>th</sup>, 3<sup>rd</sup> and 2<sup>nd</sup> pay scale points. Any pay earlier in the course of the training and education is paid at the rate for pay scale 1 and is variable in terms of time.
- The education and training period between 1 February or the last Friday in September or the 1 August respectively in the final year and the last Friday in the following March in the final year is paid at the minimum rate/minimum hourly wage for journeymen/adult employees at any time in the respective collective agreement.

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

## Art. 4 Overtime

1. Trainees aged 18 may perform overtime work according following the same guidelines and to the same extent as applies to other employees.
2. The working hours of trainees under 18 years of age may not exceed the usual working hours of other employees.
3. Trainees under 18 years of age must not be employed for more than a total of ten hours per day
4. For work performed outside of established normal daily working hours, working hours are paid according to the wage scale step on which the trainee is placed, and supplements according to the Article 6, 7, 8 and 9 of the collective agreement.
5. In addition to the pay in sub-clause 4, trainees who perform overtime are paid 12½% in holiday allowance that is paid in the main holiday period.

### Calculation of trainees' overtime

6. All overtime hours, including Sundays and public holidays, are paid with a supplement of DKK per hour from the beginning of the week of remuneration in which the following dates fall:

<b>1 May 2020</b>	Per hour
1st pay period, variable	DKK 68.00
2nd pay period, 52 weeks	DKK 82.10
3rd pay period, 52 weeks	DKK 93.55
4th pay period, 52 weeks	DKK 112.95
<b>1 January 2021</b>	
1st pay period, variable	DKK 69.15
2nd pay period, 52 weeks	DKK 83.50
3rd pay period, 52 weeks	DKK 95.15
4th pay period, 52 weeks	DKK 114.85
<b>1 March 2022</b>	
1st pay period, variable	DKK 70.30
2nd pay period, 52 weeks	DKK 84.95



3rd pay period, 52 weeks	DKK 96.75
4th pay period, 52 weeks	DKK 116.80

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

<b>1 May 2020</b>	Per hour
1st pay period, variable	DKK 102.00
2nd pay period, 52 weeks	DKK 123.15
3rd pay period, 52 weeks	DKK 140.30
4th pay period, 52 weeks	DKK 169.45

<b>1 January 2021</b>	
1st pay period, variable	DKK 103.75
2nd pay period, 52 weeks	DKK 125.25
3rd pay period, 52 weeks	DKK 142.75
4th pay period, 52 weeks	DKK 172.25

<b>1 March 2022</b>	
1st pay period, variable	DKK 105.45
2nd pay period, 52 weeks	DKK 127.45
3rd pay period, 52 weeks	DKK 145.15
4th pay period, 52 weeks	DKK 175.20

**Overtime for adult trainees**

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

1 May 2020 .....	DKK 140.00
1 January 2021 .....	DKK 142.35
1 March 2022 .....	DKK 144.80

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

1 May 2020 .....	DKK 210.00
1 January 2021 .....	DKK 213.50

## **Art. 5 Adult trainees**

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

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

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

## **Art. 6 Trainees in journeyman's/adult's piece-work**

For trainees and adult trainee's participation in piece-work, reference is made to the provisions applying to other employees.

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

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

### **Payment of wages**

1. Trainees receive pay 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 the trainee in question 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 other employees at the pay rate applying to the trainee in question 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 apply to other employees but at the pay rate applying to the trainee in question, however, not exceeding the maximum rate applying to other employees.

### **Health scheme**

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

### **Periods in school**

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

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

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

<b>Art. 8 Special accrual scheme</b>
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### **Special accrual scheme**

1. In the case of trainees employed under the collective agreement, a special savings scheme shall be established to which the employer shall pay the following amount from the beginning of the week of pay:

including 1 May 2020 .....1%

including 1 January 2021 .....2%

including 1 March 2022 .....3%

Holiday pay is included in the amount

## Payment

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

### Art. 9 Pension

1. Trainees will be covered by the pension scheme when they attain the age of 18 years (until 1 September 2020, 20 years) and have had six months' paid work.
2. Rates of contributions to the pension scheme are shown in Chapter 8, [Article 35](#).

### Art. 10 Insurance benefits to trainees

1. Trainees who are not already covered by an employer-paid pension or insurance scheme may claim the following insurance benefits:  
Ongoing pension for early retirement pension (annual) DKK 33,000  
Lump sum payment in case of certain critical sicknesses (DKK 100.000)  
One-off payment in the case of death (DKK 100,000)  
PensionDanmark's 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. 11 Workwear**

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

## **Art. 12 Safety footwear**

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

## **Art. 13 Tools**

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

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

## **Art. 14 Travel allowance**

### **Trainee period**

1. 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 the trainee performs outdoor or travel work, payment is made in accordance with the same rules as apply to other employees.

### **Periods in school**

4. Where a trainee's total journey to and from school is 20 km or more, compensation of his/her transportation expenses will be paid.

The total way to and from school is the nearest route from the place of residence, lodgings or place of training to the school and back to the place of residence, lodgings or place of training.

5. It is a condition for receiving the travel compensation that the trainee could not attend classes at a school situated closer to the trainee's place of residence or place of training than the school attended.
6. Public transport must be used to the widest extent possible. If the use of such means of transport would cause unreasonable inconvenience to the trainee concerned, the trainee may use his/her own means of transport.
7. If public transport is used, compensation of the actual expenses will be paid. The cheapest and most efficient method of transport shall be used taking local conditions into account, and wherever possible season tickets, clip cards, etc. must be used.
8. If a trainee uses his/her own means of transport, compensation corresponding to the current transportation allowance at the time shall be paid to participants in continuing education and training courses, currently DKK 0.98 per km when the total travelling distance to and from school is 20 km or more. The amount is regulated in accordance with the rates laid down by the National Agency for Quality and Supervision (Kvalitets- og Tilsynsstyrelsen).

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

9. Accommodated trainees are granted compensation for their transportation expenses for the distance to and from their lodgings and

for the distance between their lodgings and their usual place of residence in connection with weekends and Easter and Christmas holidays if the condition on distance in sub-clause 4 has been met.

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 and education programme.

Accommodation in a residence hall is considered necessary when it follows from the enterprise using the options for open enrolment or the training and education programme can only be completed at a school where the trainee is entitled to be admitted to a residence hall pursuant to Article 3, sub-clause 1 of Government Order 290/2009 (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 of accommodation in a residence hall by the enterprise that the trainee currently uses the residence hall and stays the night in the residence hall.

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

## **Note**

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

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

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

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

To the extent that the new rules in the Danish Act on Vocational Training should be amended at some later date with the result that the assumptions in the draft settlement are decisively changed, the parties to the collective agreement will negotiate the consequences of the amendments. In the event of disagreement, the matter may be negotiated between DA, the Confederation of Danish Employers, and LO (now FH), the Danish Confederation of Trade Unions.

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

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

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



## **Art. 16 Dirt allowance**

Wet work allowance and dirt allowance is paid in accordance with the same rules as apply to other employees.

## **Art. 17 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.

## **Art. 18 Special provisions**

### **Vocational school**

1. The following applies to trainees:
  - Enterprises pay for training and education 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.

## **Art. 19 Health and safety at work training and education**

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

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

## **Art. 20 Settlement of industrial disputes**

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

## **Protocols**

### **Protocol**

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

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

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

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

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

Copenhagen, 7 March 2017

## **Protocol on the Construction Industry's Health and Safety at Work bus**

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

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

The parties agree:

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

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

Copenhagen, 17 March 2020

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

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

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

- Orderly conditions for fair competition, including the supervision of foreign enterprises and registration in the Register of Foreign Service Providers (RUT).
- Employers, employees, suppliers, project engineers, consulting engineers and building contractors each have a responsibility under the Working Environment Act. The National Working Environment Authority shall monitor the compliance by each of the players with their obligations under the working environment legislation. The National Working Environment Authority's focus on the employer's obligations must be maintained, but initiatives aimed at building contractors, consulting engineers, project engineers, suppliers and employees should also be taken. The initiatives should be maintained over an extended period of time, both to enhance the impact in the long term and to consolidate the National Working Environment Authority's knowledge base in this field.
- Early cooperation between the National Working Environment Authority and the parties when new initiatives are to be developed to ensure the best possible efforts in the building and construction field.

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

Copenhagen, 17 March 2020

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

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

One of the requirements of the legislation is that enterprises and employees should work together on health and safety at work. In enterprises of a certain size, this is done through a health and safety at work organisation. The parties will initiate committee work to identify the possibility of joint activities, thus raising awareness of the following legislative requirements:

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

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

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

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

Copenhagen, 17 March 2020



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

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

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

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

Copenhagen, 17 March 2020

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

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

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

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

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

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

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

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

The parties shall have the objective of increasing continuing education and training activities during the life of the collective agreement.

With the establishment of two new short-term further training and education courses in building technology and building coordination, skilled employees in the building and construction industry now have the opportunity to improve their qualifications on a part-time basis. Moreover, the two training and education courses include modules in digital building processes that will be increasingly important as digitalisation in the construction industry intensifies. The parties shall have the objective of increasing the awareness of the value of the two training and education modules for the worker and the enterprise.

Grants from the Construction and Civil Engineering Sectors' Development Fund may be sought for participation in the academy education modules in building technology and the academy education modules in building coordination.

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

Discussions between the parties will take place before the end of 2020. The necessary financing for supporting the activities is found in the exist-

ing Development and Education and Training funds, as well as the  
Foundation for Cooperation and Working Environment

Copenhagen, 17 March 2020

## **Protocol on night work and health surveillance.**

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

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

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

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

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

Copenhagen, 5 March 2010

## **Protocol on work in committees**

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

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

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

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

Copenhagen, 17 March 2020

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

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

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

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

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

Copenhagen, 17 March 2020

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

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

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

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

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

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

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



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

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

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

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

Copenhagen, 1 October 2018

Dansk Byggeri  
(The Danish Construction Association)

3F

Sign. Anja Bülow Jensen

sign. Palle Bisgaard

## **Protocol on 2x2 courses**

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

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

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

The Building Agreements Article 63, sub-clause 7

The Collective Agreement for Bricklayers and Unskilled Bricklayers Work  
Article 57, sub-clause 7

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

The Collective Agreement for Floor Worker's Article 56, sub-clause 11.

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

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

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

The shop steward is entitled to participate in these courses within the first 18 months after his/her election. In agreement with the enterprise, the health and safety representative may be given the corresponding opportunity.

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

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

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

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

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

Copenhagen, 17 March 2020

# **Protocol on 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:

## **Purposes**

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

New sub-clause 1:

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

New sub-clause 2:

## **Taking holidays**

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

## **Payment of holidays**

If, pursuant to the holiday rules in their country of origin, posted employees are entitled to fewer days of paid holidays per holiday year than provided for by the Danish Holiday with Pay Act, the enterprise shall grant 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, the enterprise and the employees may agree that, so far that the legislation in force at any time so allows, the enterprise pays compensation to the employees for the missing holidays, together with the pay. The settlement of the remaining contributions/pay supplements shall, 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 Article 6, sub-clause 1 of the Danish Posting of Employees Act that if the legislation otherwise applying to the employment is less favourable to the employee in respect of the number of holidays and the payment for such holidays than Articles 7, 23 and 24 of the Danish Holiday with Pay Act, the employer must ensure that the employee is granted additional paid holidays so that the employee is placed in a position that is as favourable as that accorded by the above provisions. This means that if the holiday arrangement of the country of origin is less favourable than provided for by the Holiday 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 payment at the rate of 12.5% of the annual pay in holiday allowance or with full pay during the holidays plus a holiday bonus of 1% of the annual pay. The additional holidays and/or holiday allowance should not be granted pursuant to the provisions of the Holiday with Pay Act, but in a manner that fits into the holiday rules of the country of origin.

New sub-clause 3:

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

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

New sub-clause 4:

### **German enterprises**

With regard to German enterprises affiliated to ULAK, the German construction sector's holiday fund under the social fund for the construction sector SOKA-Bau, the parties agree that no examination should be made

as to whether holiday allowance and payment for public holidays paid in Germany correspond exactly to the Danish rates. The agreement between the Federal Ministry of Labour and Social Affairs in Germany and the Ministry of Employment in Denmark ensures mutual recognition of the Danish and German holiday rules. According to the Danish-German holiday agreement, the above requires that a statement from ZVK-Bau has been submitted to the Danish trade 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 country of origin:

### **Purposes**

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 may not be placed in a less or more favourable position than similar Danish enterprises if they pay contributions to a supplementary pension scheme in their country of origin.

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

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

Instead of paying pension contributions to PensionDanmark, the enterprise pays the difference up to the pension rate applying under the collective agreement into a supplementary pension scheme for the employee in his or her country of origin or pays the difference as an allowance to the employee. Settlement of the remaining contributions/allowances 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/allowance is calculated on the basis of the same pay components that form part of the basis for the pension entitlement under the collective agreement. This applies whether or not the pay component in question is taxable in the country of origin.

### **Contact 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 upgrading for construction and civil engineering projects**

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

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

### **Recruitment**

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

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

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

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

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

Copenhagen, 2 March 2014

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

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

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

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

Copenhagen, 7 March 2017

## **Protocol on the green transition in the building and construction industry and the building materials industry**

Enterprises in the building and construction industries and the building materials industry play a key role in the green transition. During the coming life of the collective agreement, enterprises and their employees have to provide solutions that support and enable the green transition in the following general areas:

- Sustainable building
- Energy efficient building
- Circular economy with reuse and recycling
- Climate and coastal protection

Not least the work of the climate partnerships set up by the government will impose new demands on skills, production and work processes and sustainable building strategy. In addition, a similar strategy for the circular economy will place new demands on the processes and products of the building and construction industry and the building materials industry.

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

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

- Dry building and dry materials that will reduce the need for drying out.
- Electrical power-driven machines, tools and heating that will reduce the consumption of diesel fuel.
- Reduce material waste and thereby reduce the quantity of waste.

Better planning, logistics and involvement of employees will create less traffic with both people and materials and will reduce the construction time. These proposals will thus be at the centre of the cooperation between management and employees that shall ensure a green transition in the building and construction process. This cooperation could be sup-

ported by financial incentives for enterprises and employees to achieve concrete goals.

The parties will support this cooperation in enterprises.

The parties also agree to cooperate on activities in a future business cluster for Building and Construction, expected to be established from 1 January 2021 on the basis of basic financing from the Ministry of Industry, Business and Financial Affairs and the Ministry of Education and Research. As one of its central focus areas, the business cluster for Building and Construction will work with projects and development activities in sustainable building and green transition.

The parties also agree to cooperate on an ongoing basis in innovation and development of solutions that place the building and construction industry and the building materials industry centrally as a supplier of solutions supporting the green agenda. This is in order to strengthen the Danish ambition of green transition and to make the green transition a Danish position of strength both nationally and internationally

The agreement is entered as a protocol in the collective agreements

Copenhagen, 17 March 2020

## **Protocol on training and education in connection with dismissal**

The parties to the collective agreements agree that it is appropriate to strengthen the continuing education and training opportunities for dismissed employees. The intention of continuing education and training is to support the access to a new job. The parties wish to expand the possibilities for course participation once the employee has been dismissed. It is the intention that course participation should take place as soon as possible after the receipt of the termination, but since there may be situations where the training and education cannot take place during the period of notice, the parties wish to create better opportunities for training and education after the termination of the employment.

Against this background, the parties agree to set up a committee to investigate the possibility that in connection with employee dismissal – and with the support of the Construction and Civil Engineering Sectors' Development Fund – enterprises can permit resigned employees to complete training and education even after the notice period has expired.

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

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

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

If the Danish Parliament and the Government meet the parties' wishes for regulatory adjustments, if the Construction and Civil Engineering Sectors' Development Fund can support such an arrangement and if the fund can pay the employees directly, the following provisions will enter into force:

*Employees issued with notice of dismissal due to restructuring, cutbacks, closure of an enterprise or other reasons at the enterprise may partici-*

*pate in a course of training and education following resignation from the enterprise subject to the following conditions being met:*

- a) *After 6 months of service in the enterprise, the previously dismissed employee – immediately after the resignation, cf. below – is entitled to two weeks off for continuing training and education with the support from the Construction and Civil Engineering Sectors' Development Fund.*
- b) *Approval shall have been sought and granted from the Construction and Civil Engineering Sectors' Development Fund to support a specific, fixed-term course prior to the end of the notice period unless the period of notice for individual employees is less than two weeks.*  
*In the case of less than two weeks' notice, the commitment from the Construction and Civil Engineering Sectors' Development Fund shall be conveyed to the applicant within two weeks of the date of notice.*  
*This could concern one or more courses.*
- c) *The employee in question continues to be a job seeker and available for work, since the course supported by the Construction and Civil Engineering Sectors' Development Fund gives way to offered work, even after the course has started.*
- d) *The continuing training courses supported by the Construction and Civil Engineering Sectors' Development Fund shall be completed within three months of the termination of employment.*
- e) *The support of the Construction and Civil Engineering Sectors' Development Fund for participation in courses after resignation is at all times to the same amount per hour as the maximum amount of support for course participation by employees in employment paid by the Construction and Civil Engineering Sectors' Development Fund.*

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

The Construction and Civil Engineering Sectors' Development Fund may decide that the seniority requirement of 6 months should be reduced to 3 months.

Should the new legislation and the coverage of the Construction and Civil Engineering Sectors' Development Fund fall into place, the parties agree to meet to discuss the need for amendments to the collective

agreements agreed between the parties. It is agreed to enter into an agreement on any such amendments as soon as possible and on the entry into force of the provisions.

Copenhagen, 17 March 2020



## **Protocol on cancellation of protocols**

It is agreed that the protocols that exist between the organisations on re-voicing the inclusion of occupational health and safety training and education in the apprenticeship programmes and will not, therefore, apply in the future.

It is further agreed that trainees who have received the health and safety in work training and education during their traineeship and within the first five years following completion of their training and education are selected as Health and Safety representative, retain their individual opportunity to be enrolled in the 2-day further education and training in health and safety at work.

### **Framework for the collective agreement**

There is agreement

- That the collective agreement applies to the trainee situation described in the Vocational Training Act
  
- That the agreement applies to trainee relationships within the educational directions subject to the Collective Agreement for the Construction and Civil Engineering Sectors, the Building Agreement, the Agreement for work for Bricklayers and Unskilled Bricklayers, the Collective Agreement for Floor Workers and the Industrial Collective Agreement between the Danish Construction Association and the United Federation of Danish Workers.
  
- That the protocols concerned are:
  - The protocol of 27 January 2000 on health and safety at work training and education (BYG and TIB)
  - The protocol No 6 of 28 February 2007 on health and safety at work training and education (DB and 3F)
  - The protocol No 16 of 28 February 2007 on health and safety at work training and education (DB and 3F)

- The protocol No 16 of 15 March 2007 on the health and safety at work training and education of workers in the field of stonemasons (DB and 3F)

Copenhagen, 4 April 2019

## **Protocol on transition to the new Holiday Act**

Following the adoption of the new Holiday Act (Law No 60 of 30 January 2018), the parties have negotiated new holiday provisions.

The parties agree that the amended provisions of the collective agreement shall apply from 1 September 2020, when the new Holiday Act enters into force.

Until 1 September 2020, the provisions of the collective agreement of OK2017 shall apply, together with the applicable Holiday Act.

The parties agree that this protocol shall be repealed at the next negotiation of the collective agreement.

Copenhagen, 17 March 2020

**Annex**  
**Annex 1**  
**General Agreement of 31 October 1973**

with amendments of 1 March 1981,  
1 March 1987 and 1 October 1992

between

The Confederation of Danish Employers and  
the Danish Confederation of Trade Unions

applies to the collective agreement

**Art. 1**

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

**Art. 2**

1. Where a collective agreement has been concluded, no stoppage of work (i.e. strike, picket, lockout or boycott) can be initiated during the period of the collective agreement's validity in the sector covered by the agreement, unless warranted by the Standard Procedure for the settlement of Industrial Disputes, or by collective agreement. Secondary strikes or lockouts may be initiated in accordance with agreements and legal practice.
2. A work stoppage is lawful only if approved by at least three-quarters of the votes cast by a competent assembly under the rules of the relevant organisation and only if due notice has been given in agreement with the provision laid down in sub-clause 3. Exceptions to the provision are work stoppages in situations mentioned in Article 5, sub-clause 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 work stoppages in disagreement with the collective agreement. Should such a work stoppage be initiated, the organisations further undertake to endeavour to terminate it.
5. It shall be taken to be a strike or a lockout if workshops or workplaces are systematically vacated or ultimately closed.
6. During an industrial dispute between the parties to the present agreement or between their members and unaffiliated worker's or employers' organisations or enterprises, no support shall be provided to the unaffiliated organisations or enterprise by any party to this agreement.

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

### **Art. 3**

1. Agreements concluded between the central organisations shall be respected and complied with by all member organisations, and responsibility for this lies with the relevant central organisation.
2. Disagreements as to whether an agreement exists shall be settled by the Danish Labour Court, unless the parties agree to have the dispute settled through industrial arbitration. Disagreements concerning an agreement's coverage shall be settled through industrial arbitration.

#### **Art. 4**

1. Employers shall exercise the managerial prerogative in accordance with the provisions laid down in collective agreements and in cooperation with workers and their elected shop stewards, as provided for in agreements between the Danish Confederation of Trade Unions and the Confederation of Danish Employers
2. Manpower employed without reservation specifically for piece-work cannot have their working conditions amended unless the employer in question compensates the employees for any financial losses thereby incurred. Any disagreements arising in relation to this shall be settled through the usual system of solving industrial disputes.
3. No arbitrary action shall take place in connection with dismissals of workers, and complaints of alleged unfair dismissals can therefore be dealt with according to the below-stated rules. The central organisations recommend that cases concerning alleged unfair dismissals be dealt with as speedily as possible by the parties concerned. In cases where a claim is made to set aside a dismissal, the proceedings shall, as far as possible, be completed before the relevant worker's term of notice expires.
  - a. In case of dismissal of a worker who has been employed in an enterprise for at least nine continuous months, the worker concerned is entitled to request the reason for his dismissal in writing.
  - b. If the worker claims that the dismissal is unfair and unwarranted by the situation of the worker and the enterprise, a request may be made for the case to be settled locally between representatives of management and workers. The local negotiations shall be completed within two weeks of notice of dismissal being given. In case the employer has provided blatantly incorrect information about the reason for the dismissal and this is of considerable importance to the case, the above notice shall be counted from the time that the worker was or should have been given the correct information. However, the local negotiations shall be completed within three months of notice of dismissal being given.
  - c. In case agreement is not reached, and the relevant trade union (or central management) requests that the matter be taken fur-

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

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

#### **Art. 5 (deleted)**

##### **Note**

The central organisations agree that a difference continues to exist between the legal position of managers and that of ordinary em-

ployees, as also appears from legal practice.

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

#### **Art. 6**

1. The central organisations will oppose any attempts to exclude persons from joining worker 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 making a decision as to whether an employee is a genuine co-owner, it has to be considered whether the employee concerned can be dismissed in accordance with the general rules on employment as laid down in legislation.

#### **Art. 7**

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

#### **Art. 8**

1. The central organisations agree that, where working conditions allow, shop steward rules shall be included in the collective agreements.
2. When a shop steward has been elected in compliance with the provisions of the collective agreements, the employment relationship cannot be terminated, unless the termination is due to shortage of work, until the relevant employee's organisation has had the opportunity to submit the case for settlement of industrial disputes in order to test whether the termination is unfair. The procedure shall, in order to have delaying effect, be initiated within one week, and terminated as soon as possible.



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

#### **Art. 9**

1. The central organisations shall promote cooperation between the organisations and shall encourage smooth and stable working conditions in enterprises through the works council or through other appropriate bodies.

Neither side shall hinder a worker in the performance of his job to the fullest extent allowed by his training and education and abilities.

#### **Art. 10**

1. In the event of an alleged breach of this General Agreement or of any other collective agreement concluded by the central organisations or their members, a joint meeting shall be held, with the participation of the central organisations, before a complaint is submitted to the Danish Labour Court.
2. If the alleged breach of contract is a work stoppage, cf. Article 2, and the latter has not previously ceased, the joint meeting shall be held immediately and no later than the day after the commencement of the work stoppage. In other cases, a joint meeting shall be held as soon as possible. The applicant may require that a joint meeting be held within seven days.
3. The request to hold a joint meeting shall, to the greatest possible extent, state the details of the case and relevant annexes 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 the positions of the parties will be apparent.

#### **Art. 11**

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

#### **Art. 12**

1. 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, following due notice of termination, not be completed by 1 January, the Agreement shall remain in force, irrespective of whether the termination date has been exceeded, until the current collective agreements have been superseded by new ones.

#### **Protocol**

The parties agree that work stoppages should 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 meetings concerning work stoppages shall be worked out as soon as possible.

Copenhagen, 1 October 1992

# Annex 2

## Contract of employment

### Contract of employment for hourly worker

Between **employee:**

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

and **enterprise:**

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

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

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

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

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

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

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

Additional payment may be provided for overtime work, advance supplement, work requiring employees to work away from the usual place of work and work requiring employees to be away from their homes overnight, and inconvenience allowance, in accordance with the above-stated collective agreement. Holiday rules will also follow the above-stated collective agreement.

The work may include piece-work, where the price is determined in accordance with the rules of the collective agreement and the duration of the task is defined, and there may also be different productivity-promoting pay schemes, which will also be determined in accordance with the collective agreement. Local agreements may have also been concluded.

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

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

**7** Absence - sickness:  
 In the event of sickness, the enterprise must be notified by calling telephone number \_\_\_\_ no later than at the commencement of working hours on the first sick day. If a sworn declaration has been provided, this must be sent to the enterprise on the first sick day. The enterprise may require a fit-for-work certificate, etc. in accordance with the rules of the Sickness Benefit Act.

Absences - other: All other absences, e.g. holiday and similar, must be agreed.

Holiday: The Collective Agreement and the Holiday Act apply.  
 Employee handbook has been provided: Yes  No

Other issues:

Date ____	Date ____
_____	_____
The enterprise	The employee

## GUIDE to electronic form

### For item 1:

Enter the date of hiring.

Refer to the rules of the collective agreement and definition of permanent workplaces. If the work at the time of hiring takes place at a workshop and as outwork, tick both boxes.

Chose the trade in which the employee will be working.

After selecting the item "other", enter the trade that is outside of those listed, e.g. upholsterer, young assistant, etc.

### For item 2:

Enter the Danish Construction Association as the employers' association.

For employee organisation, select the union that is the employee representative in the collective agreements that the Danish Construction Association has with members of the BAT Cartel, e.g. the United Federation of Danish Workers (3F) or the Danish Metal Workers' Union. The collective agreement's employee representative must be listed, not the union which the employee is a member of (if any).

The following unions are members of the BAT Cartel:

The United Federation of Danish Workers (3F)

The Union of Construction, Energy & Horticultural Workers (BJMF)

The Danish Metal Workers' Union

The Danish Painters' Union

The Danish Union of Electricians

The Danish Union of Plumbers and Allied Workers

### For item 3:

The information must be provided by the employee.

*Qualifying length of service is obtained after 6 months of paid work, regardless of industry.*

Note: Employees hired under the collective agreement between the Danish Construction Association and the Danish Painters' Union must have a length of service working under a collective agreement in the industry of at least 3 months. Length of service is accrued as the cumulative total of work for different enterprises.

If the qualifying length of service of 6 or 3 months has not been obtained, the exact number of months/weeks needed to reach this qualifying length of service must be stated.

### For item 4:

If other pay calculation methods apply, these must be attached to this contract of employment.

In accordance with the collective agreement between the Danish Construction Association and the Danish Painters' Union, the employment is solely on the basis of piece-work pay.

### For items 6 and 7:

If the employee handbook or similar contains other rules, these must be explicitly stated in items 6 and 7, and the applicable rules must be provided together with the contract of employment.

# Annex 3

## Contract of employment in accordance with social chapters

### Contract of employment in accordance with “social chapters”

Between **employee:**

and **enterprise:**

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

An agreement has been concluded on employment in accordance with the social chapters for the following collective agreement:

- The Building Agreement between the Danish Construction Association and 3F  
 The Collective Agreement for Floor Workers between the Danish Construction Association and 3F  
 The Collective Agreement for Work for Bricklayers and Unskilled Bricklayers between the Danish Construction Association and 3F

Starting date: \_\_\_\_\_

Hired for the following function: \_\_\_\_\_ with the following scope: \_\_\_\_\_

Note that overtime is paid for work in excess of the above-stated hourly totals.

Occupational pension: Yes  No  if "no", indicate the Insufficient length of service in months: \_\_\_\_ Yes  No   
 of "no", indicate the Insufficient length of service in months: \_\_\_\_\_

The personal hourly wage at the time of hiring amounts to: \_\_\_\_\_

The wages are paid: Weekly  Every 14 days  Other: \_\_\_\_\_

Any public subsidy in accordance with applicable law: \_\_\_\_\_

Have agreements been concluded or is an Article 56 agreement required: yes

If the agreement is temporary, specify the date of expiry: \_\_\_\_\_

Absence - sickness:

In the event of sickness, the enterprise must be notified by calling \_\_\_\_\_ no later than the commencement of working hours on the first day of sickness. If a sworn declaration has been provided, this must be sent to the enterprise on the first sick day. The enterprise may require a fit-for-work certificate, etc. in accordance with the rules of the Sickness Benefit Act.

Absences - other:

All other absences, e.g. holiday and similar, must be agreed.

Employee handbook has been provided: Yes  No

Date \_\_\_\_\_

The enterprise

The employee

# Annex 4

## Appointment on conditions similar to those enjoyed by salaried employees

### Employment on conditions similar to those enjoyed by salaried employees

Between employee	and enterprise
Name: _____	Name: _____
Address: _____	Address: _____
City: _____	City: _____
Telephone: _____	Telephone: _____
Date of birth: _____	CVR no.: _____
Bank: _____	
Reg. no.: _____	Account no.: _____
Job title (or nature of the work): _____	Employed as of: _____

an agreement on employment on conditions similar to those enjoyed by salaried employees is concluded on the following conditions:

The agreement is an addendum to:

- The Building Agreement between the Danish Construction Association and 3F
- The Collective Agreement for Floor Workers between the Danish Construction Association and 3F

#### Pay

The pay is agreed as DKK \_\_\_\_\_ per month, paid in arrears at the same time as for the enterprise's other salaried employees. The wages must be reviewed once a year and adjusted if deemed appropriate.

#### Working hours

The working hours, including any overtime and the payment thereof, shall be determined in accordance with the provisions of the collective agreement.

#### Holidays

Holidays are accrued and taken in accordance with the provisions of the collective agreement and the Holiday Act. During holidays, holiday with pay or holiday allowance is provided, cf. Article 16 of the Holiday Act.

#### Public holidays

Full pay is provided for 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 are not taken before the end of the calendar year, the employee may within 3 weeks claim compensation corresponding to one day's pay per unused floating holiday.

**Sickness**

The company shall pay full remuneration during sickness and injury.

Procedure in the event of absences from the enterprise: \_\_\_\_\_

**Employee handbook**

Employee handbook has been provided:  Yes  No

**Notice of dismissal**

In the event of dismissal, Article 2 (notice of termination) applies.

Furthermore, the following is agreed:

**120-day rule**

It is agreed that the employee may be dismissed by giving one month's notice to the end of a month if the employee has received pay during sickness absence for a total of 120 days over a period of 12 consecutive months. The dismissal is only valid if it occurs immediately following the end of the period of 120 sick days, and while the employee is still sick. However, the validity is not affected by the employee's return to work after notice of termination has been given.

**Validity**

The agreement on conditions similar to those of salaried employees applies from: \_\_\_\_\_

Day of week \_\_\_\_\_, date \_\_\_\_\_

Employee

Enterprise

# Annex 5

## Agreement on transfer of holiday

### Agreement on transfer of holiday

Enterprise

Employee

#### 1. Transferred holiday

- 1.1 In accordance with the rules below, the parties have agreed that It may be locally agreed that FORMTEXT days of holiday may be transferred to be taken during the following holiday period.
- 1.2 A maximum of 10 holiday days may be transferred and all holiday shall be held no later than the second holiday period following the transfer of holiday days.
- 1.3 If, due to his or her sickness, maternity/paternity leave, leave for adoption or other obstacles to holiday, an employee is prevented from taking leave, up to 20 days of paid annual holiday may be transferred to the subsequent holiday period.

#### 2nd Taking of transferred holiday

The parties have agreed on the following procedure for taking transferred holiday (tick the appropriate box)

- 2.1  Holiday is to be taken in the period \_\_\_/\_\_\_-20\_\_ to \_\_\_/\_\_\_-20\_\_
- 2.2  Other agreement (specify here) \_\_\_\_\_
- 2.3 If no agreement on the scheduling of transferred holiday can be reached, the holiday will be scheduled in accordance with the same guidelines for scheduling of residual holiday entitlement.

#### 3. Other provisions

- 3.1 Agreements on transfer of holiday must be concluded in writing by 31 December in the holiday period.
- 3.2 Transferred holiday must be taken before other holiday.
- 3.3 If the employee resigns before all transferred holiday is settled, holiday allowance will be paid for the remaining transferred holiday days.
- 3.4 Agreement on taking of transferred holiday can only be changed by entering into a new agreement.
- 3.5 The holiday allowance corresponding to the above-mentioned holiday days for the employee amounts to DKK: \_\_\_\_\_.

The amount is to be paid in connection with the taking of holiday or the termination of employment in the enterprise.

Date: \_\_\_\_\_

The enterprise's signature

The employee's signature



## **Annex 6**

### **Extract of Government Order on building sites and similar work locations**

Ministry of Employment Government Order no. 1516 of 16 December 2010.

#### **Chapter 9**

#### **Welfare facilities**

#### **Art. 60**

1. Employers shall ensure that their workers have access at work to:
  - A lockable lavatory
  - A dining room with table and seats with backrest and access to drinking water close by,
  - A washbasin with cold and hot running water
  - Changing rooms
  - A shower room, cf., however, sub-clause 2 below
  - Sleeping accommodation if duties with permission to sleep are performed at the work location.
2. Where the employment of workers at the building site does not exceed two weeks, and where connection to water and sewers is not directly possible, showers need only be installed if the work:
  - Generates large 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 the course of 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.

**Art. 61**

1. The facilities shall be established at or in the immediate vicinity of the building site and be accessible when work commences.
2. The facilities may, however, be installed fully or partly at a gathering point outside the building site if the employment of the workers at the building site does not exceed two weeks.
3. The option of setting up facilities at a gathering point may also be chosen in connection with civil engineering works where the building site moves in step with the completion of the work, such as in road construction or lay-out of supply lines.

**Art. 62**

1. The facilities shall be expediently located relative to one another and the individual work locations and have good conditions of access. The maximum distance to a lavatory shall be 200 metres or 5 minutes of travelling time.
2. Lavatories, washbasins and showers shall be installed in sufficient numbers so that there is a minimum of
  - 1 lavatory per 15 workers
  - 1 washbasin per 5 workers
  - 1 shower per 10 workers.

**Art. 63**

1. The facilities may be installed in portable cabins, site huts, pavilions, existing buildings, etc. If the facilities are installed in portable cabins or other mobile units, their size and design must meet the requirements of the Government Order on the decor of portable cabins and similar, cf., however, Article 64. Where the facilities are provided in other ways, for instance in buildings on site, their utility 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.

3. If the scheduled duration of the work or gathering point is less than two months, the lavatories must be connected to the sewer system if this extends to the building site and connection can be effected without trenching or similar works; however, cf. Article 64.

**Art. 64**

1. In connection with work where an employer has no more than four employees and their employment at the building site does not exceed two weeks, the facilities may be set up in other mobile units than those required under Article 63 provided they are suitable and appropriately arranged. Moreover, non-discharge lavatories may be used.

**Art. 65**

1. In connection with construction works where the building site is moved in step with the completion of the work, and where facilities are not established at a gathering point but are moved/established continually to/in the immediate vicinity of the building, Articles 50- 64 are applicable subject to the following exemptions:
  - Lavatories need not be connected to the sewer system.
  - The same room may be used for changing and meals. This does not, however, apply if the facilities are established for several employers' employees, or if there is an existing shower.
  - Showers are only required if connection to the water supply and sewer system is directly possible. Showers must, however, be installed, if the work
    - a. Generates large amounts of dust or is otherwise heavily soiling
    - b. Involves a risk of contamination from infectious materials
    - c. Involves a risk of exposure to substances or materials which it is important to remove from the skin for health and safety reasons; or
    - d. Exposes the workers to high temperatures or involves heavy physical strain.

**Art. 66**

Where non-discharge lavatories are used, they must be of the same hygienic standard as water-flushing lavatories.

**Art. 67**

1. The facilities may be common to several employers' employees, provided that the requirements for the facilities set out in Articles 60–66 are met in relation to the number of employees who at the same time have them at their disposal. The facilities on the building site must not be available to employees other than those of the employers concerned.
2. Men and women must either have separate changing and shower rooms or have access to separate use of the same facilities.

**Art. 68**

1. The rooms must be heated to the necessary level, so as to ensure a minimum temperature of 18°C while in use.
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.

*Accommodation premises***Art. 54**

1. If necessary for the safety or health of employees, in particular due to the nature of the work, the number of employees or the remote location of the building site, the employer shall provide easily accessible living rooms and/or accommodation spaces
2. If there are no such easily accessible rooms or premises, other facilities shall be provided to employees.



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