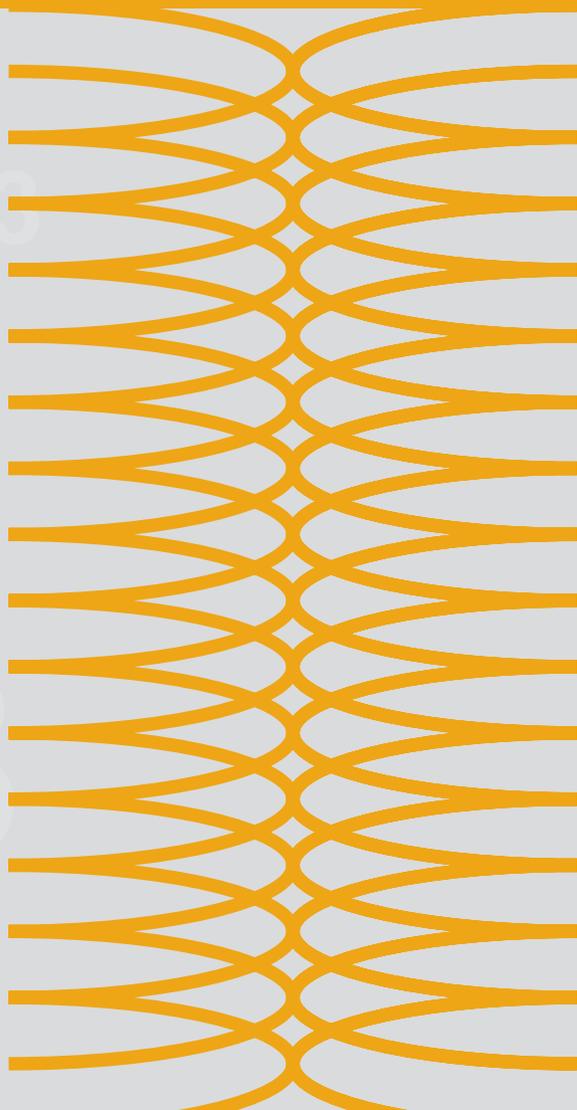




AGREEMENT 2023 FOR WORK FOR BRICKLAYERS AND UNSKILLED BRICKLAYERS

BETWEEN:

DI COLLECTIVE AGREEMENT III (DIO III) AND FAGLIGT FÆLLES FORBUND - 3F
(THE UNITED FEDERATION OF DANISH WORKERS)



2023

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SECTION 1 - COLLECTIVE AGREEMENT

Chapter 1 Scope of the collective agreement

Art. 1 Scope

1. The Collective Agreement for Work for Work for Bricklayers and Unskilled Bricklayers shall apply with effect from 1 March 2023 to all members of DIO III within the scope of the collective agreement, subject to the amendments and corrections agreed in the 2023 collective agreement negotiations.
2. Finally, it is agreed that it has not been the parties' intention with the completion of the compilation to amend the scope of the collective agreement for the trades.

Art. 2 Division into zones in Copenhagen and North Zealand

Agreement concerning Copenhagen and North Zealand (the Capital Region)

Zone 1

1. The following municipalities: Dragør, Tårnby, København, Frederiksberg, Hvidovre, Brøndby, Vallensbæk, Albertslund, Glostrup, Rødovre, Gentofte, Gladsaxe, Herlev, Ballerup, Furesø, Lyngby-Taarbæk, Rudersdal, Allerød, Hørsholm, Fredensborg.

Zone 2

2. The following municipalities: Elsinore, Gribskov, Halsnæs, Hillerød, Frederikssund, Egedal, Høje-Taastrup, Ishøj, Greve.

Masons' labourers

3. The collective agreement applies to the entire country except the municipalities of Copenhagen and Frederiksberg.
4. The collective agreement between DIO III and the Masons' Labourers Trade Union in Copenhagen applies to the work of masons' labourers in the municipalities of Copenhagen and Frederiksberg.



Art. 3 Enrolment of new members

The following applies to enterprises that join DIO III:

New members with a different collective agreement

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

New members covered by an accession agreement

2. Accession agreements apply in enterprises joining DIO III as members apply for up to three months after the trade union was notified in writing about the enterprise's admission to DIO III. Subsequently, DIO III's collective agreement in the area concerned will apply.

Adaptation negotiations

3. When the trade union learns that an enterprise has become subject to a collective agreement under DIO III, the trade union may request that an organisation meeting be held, cf. [Article 69, sub-clause 21](#).

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 provisions 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.

Resignation

4. When withdrawing from DIO III, 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.

Art. 4 Mutual obligations

Masonry journeymen

1. DIO III undertakes to employ primarily masonry journeymen for masonry work usually done by masonry journeymen and apprentices.
2. **The masons' and mason's labourers' group of United Federation of Danish Workers commits itself and its members not to work for or conclude agreements with employers' organisations other than the Confederation of Danish Employers on lower pay and working conditions than the terms and conditions agreed between the Confederation of Danish Employers and its trade organisations, subject to the organisations not thereby conflicting with existing legislation.**
3. **DIO III and the masons' and masonry labourers' group of the United Federation of Danish Workers agree that it shall be considered as a breach of this Agreement if the contracting parties or their members have had work or work under conditions (piecework and hourly wage) other than those laid down in this collective agreement executed.**
4. **Two or more enterprises may only cooperate on a job if a genuine business relationship exists. However, with the exception of works where a subcontractor or a specialised firm only appoints masonry journeymen and masonry apprentices (when working with mortar etc., however, masonry journeymen, masonry apprentices and mason's labourers, see section 6 P of the schedule of wages) for the performance of the work.**
5. **Journeymen may not take on work as self-employed in new buildings, in conversion and repair works outside normal working hours.**
6. In order to improve the development of the profession and ensure that the work is carried out in good quality and safely, the partners agree that it is natural for the employee and the enterprise to be a member of the organisation committed to the collective agreement.

Chapter 2

Meeting with the social partners and joint information meeting

Art. 5 Information meeting

1. The organisations wish to ensure that the Danish model functions as well as possible at the Danish building sites and that all parties get off to a good start. If the organisations agree that there is a need for it, the contractor must participate in a joint meeting with the social partners at the management level. At the meeting, the contractor will be able to describe their organisation, and the social partners will have an 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 of the parties.
5. Furthermore, at the commencement of major building and construction projects, the organisations agree to offer joint information meetings for enterprises and employees for the purpose of giving the local parties in the individual building site an introduction to current pay and working conditions.

Chapter 3 Terms of employment

Art. 6 Information about terms of employment

1. Reference is made to the applicable law regarding the employer's obligation to inform the employee of the terms and conditions of the employment relationship (the Contract of Employment Act).
2. As of the date on which Danish legislation implementing the EU directive on transparent and predictable working conditions in the European Union enters into force, the reference to the Danish Act on the Obligation of Employers to Inform Employees of the Conditions Applicable to the Employment Relationship (the Contract of Employment Act) will be amended so that reference is made to the coming implementing act from that date as concerns the employer's obligation to provide information.
3. In accordance with Article 1, sub-clause 3 of the Contract of Employment Act, the parties have agreed on the following derogations from the Act.
4. If the employee has not received the contract of employment in a timely manner or if the contract of employment is deficient, the enterprise may be ordered to pay penalty/compensation, unless the deficiency is excusable and has had no actual impact on the employment relationship.
5. Any violation must be reported to the enterprise.
6. If the matter complained of is not rectified within fifteen (15) working days, a written complaint shall then immediately be raised in writing with DIO III, specifying the exact nature of the deficiencies. If deficiencies in the contract of employment are subsequently corrected, or the missing employment certificate is provided within 15 working days of receipt of the claim in DIO III, the enterprise will not be ordered to pay a fine/compensation unless there is a systematic breach of the provision concerning the contract of employment.
7. In any case, the employee must be provided with the above mentioned information about the employment relationship no later than

15 days after the claim is made. If this does not happen, the enterprise may be ordered to pay a fine/compensation.

8. This derogation from the Contract of Employment Act (nachfrist) mentioned above continues to apply after the implementation of the Working Conditions Directive into Danish law, and from the date on which the Danish legislation implementing the Working Conditions Directive enters into force, the reference to Article 1, sub-clause 3 of the Contract of Employment Act will be amended to the corresponding provision in the upcoming implementing legislation.
9. Matters relating to whether the enterprise has complied with its duty of disclosure must be brought in accordance with the applicable labour law provisions.

Art. 7 Appointment with conditions similar to those enjoyed by salaried employees
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1. The unions recommend that the enterprises that wish to introduce conditions of employment similar to those enjoyed by salaried employees should preferably do so in accordance with the guidelines specified in the present agreement.
2. Employment on terms similar to those of the Salaried Employees Act may be individually agreed upon with particularly trusted employees who perform highly qualified work. Agreements on employment on conditions similar to those enjoyed by salaried employees are only valid if they are put in writing. (see [Annex 3](#))

The organisations will together jointly draw up a form to be used for agreements for employment on conditions similar to those enjoyed by salaried employees. The employment form may subsequently be required to be submitted to the respective organisations.

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

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

Pay

4. The pay must reflect the individual employee's qualifications, responsibility, efforts and proficiency. The agreement does not prevent the employee from participating in piecework or bonus schemes.

The wages of each individual must be reviewed once a year and adjusted as deemed appropriate. The pay review date may be the same as for the enterprise's white-collar workers/salaried employees.

5. Disagreements with regard to pay level or wage adjustment may be submitted for resolution in accordance with the Industrial Disputes Procedure provisions of the present collective agreement.

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

Length of service

6. Length of service in connection with employment on terms similar to those of a salaried employee is calculated from the time of the transition to terms similar to those of a salaried employee, with the minimum notice period hitherto received being retained.

Termination of employment

7. Upon termination, the notice period is calculated for both parties according to the provisions of Article 2 of the Danish Salaried Employees Act.

The parties agree that notice periods shall not be shorter than those provided for in the collective agreement in connection with the transition to employment as a salaried employee. Termination may take place during sickness.

8. It may be agreed in the individual contract that the enterprise may terminate the employment by issuing one month's notice to the end of a month if the employee concerned has received pay during sickness absence for a total of 120 days over a period of twelve consecutive months. The termination is only considered valid if it takes place immediately after the expiry of the 120 days of sick day leave and

while the employee is still sick, however, the validity of the termination is not influenced by the fact that the employee has returned to work after the notice of termination has been given.

Working hours

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

Holidays

10. For employment on conditions similar to those of salaried employees, employees shall be entitled to holidays with pay and holiday allowance or holidays with holiday allowance; see Section 16 of the Danish Salaried Employees Act. This provision replaces [Article 49](#) of the collective agreement.

Holiday allowances paid to employees with holiday pay may be paid before the holiday is taken. In this case, the amount of the advance may be set off upon resignation in so far as the holiday allowance has been paid for holidays not taken. The enterprise may give notice to take transferred holiday due to hindrances to the holiday, see [Article 48\(5\)](#) of the collective agreement, during the notice period.

Pension on holiday allowance

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

Public holidays

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

Floating holidays

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

Special wage accrual scheme

15. A special wage accrual scheme is set up for persons employed on conditions similar to those enjoyed by salaried employees. The enterprise shall pay the following percentage of the holiday qualifying pay

as of 1 March 2022	7.0%
as of 1 March 2024	8.8%

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.

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

Sickness

17. The enterprise pays full pay during sickness.

Other provisions

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

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

Settlement of industrial disputes

19. Any disagreements concerning the interpretation of the individual agreements or the above guidelines shall be settled according to the collective agreement's [Article 69](#) Procedures for settlement of industrial disputes.

If the enterprise seeks to be released from an agreement on employment as a salaried employee with an individual employee, or if the individual employee would like to be released, this may be done with the individual's notice period.

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

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

Chapter 4

Working time provisions

Art. 8 Weekly working hours

1. The number of normal effective working hours is 37 hours per week
2. The weekly working hours shall be distributed over the first five days of the week.

Four-day working week

3. Local agreement may be made for a four-day working week where the weekly working hours are spread over four of the first five days of the week (Monday to Friday). Such an agreement may not cause the number of normal working hours to exceed ten effective hours per day.

A premium of 100% to the hourly wage calculated from the minimum hourly wage rate is payable for overtime on the day of the first five days of the week, which is not part of a four-day week.

The agreement on a four-day working week shall be approved by the local union department before the commencement of the agreement. If the local union department has not approved the agreement within two weekdays, the agreement is considered as approved.

Art. 9 The daily working hours
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1. The normal daily working hours start at 07.00 a.m.
2. 2 half-hour meal breaks shall be held per working day.
3. The meal breaks shall be placed according to agreement between the enterprise and the employees. The enterprise and the employees may agree that only one meal break is to be held.
4. In so far as the enterprise and employees agree, and both DIO III and the local union department are informed, the working hours may be changed within 06.00 a.m. and 06.00 p.m., subject to the daily

number of hours being observed. In such cases, no overtime premiums shall be paid.

Art. 10 Variable weekly working hours

Variable working hours

1. At local level, a written agreement may be made to increase or reduce daily or weekly working hours such that the average normal effective weekly working hours amount to 37 hours over a predetermined period.
2. Working hours may be placed between 06.00 a.m. and 06.00 p.m.
3. This period may not be prolonged over more than 10 weeks excl. holiday.
4. Such an agreement shall be made in writing and may not result in an effective number of working hours greater than 10.
5. The agreement shall be approved by the local union department before the beginning of the agreed period.

Art. 11 Working hours that require overnight accommodation

1. For tasks involving overnight accommodation outside the home, the normal effective working hours may be changed within 06.00 a.m. and 06.00 p.m. subject to agreement between enterprise and the employees (possibly 4 days working week).
2. Such an agreement may not cause the number of normal working hours to exceed ten effective hours per day.
3. No overtime premiums will be paid.

Hotel accommodation and board

4. Where employees stay overnight in agreement with the enterprise, costs of hotel and consumption (reasonable standard) are paid. To cover expenses for small necessities, payment will be made according to the Danish National Tax Assessment Board's rates (as of 1 January 2023, the rate is DKK 138.75 per day).

Art. 12 Part time employment

Notwithstanding the provisions relating to normal weekly and daily working hours, part-time work may be agreed locally under the following conditions:

1. The weekly working hours for part-time work shall be at least 15 hours and not more than 30 hours in normal weeks.
2. In the case of the enterprise of part-time employment by an enterprise, the organisations shall in each case receive information on the length and arrangement of working hours.
3. Changing the number of working hours (length and arrangement) is subject to 4 calendar weeks' notice.
4. Compensation for part-time work shall be subject to the general provisions of the collective agreement in force, such that no form of compensation pay is paid to the employees concerned as the number of working hours is less than normal.
5. If the number of hours laid down by the parties is exceeded, overtime pay shall be paid in accordance with the collective agreement.
6. The termination clauses in [Article 68](#) also apply to part-time employees.

Art. 13 Days off

1 May

1. 1 May is a full day off.

Constitution Day

2. Constitution Day is a full public holiday with a public holiday advance in accordance with [Article 53, sub-clause 5](#).

Floating holidays

3. The employees are entitled to five floating holidays per calendar year.

4. Floating holidays are paid according to the same rules as apply to the payment of public holidays, cf. point 5, and are taken according to the same rules as apply to the taking of residual holiday entitlement, cf. [Article 46](#).

5. Advance payment for floating holidays for adult employees amounts to:

1 March 2020	DKK 1,300.00
1 May 2024	DKK 1.500.00

For pre-trainees:

1 March 2020	DKK 700.00
1 May 2024	DKK 800.00

6. If an employee is sick when the floating holiday starts, the employee shall not be obliged to take the floating holiday, and the floating holiday may be postponed until a subsequent date.

Chapter 5 Overtime work

Art. 14 Overtime/work on Sundays and public holidays

Overtime work

1. Overtime is calculated from the end of normal working hours to the beginning of normal working hours and a premium of 50% is paid for the first 3 hours and 100% for subsequent hours calculated on the minimum hourly wage of the contract excluding the tool allowance.
2. Of the 3 hours mentioned, 1 hour can be placed immediately before the start of normal working hours.
3. Working on Sundays, public holidays and Saturdays will be paid at a supplementary rate of 100%, calculated from the collectively agreed minimum hourly wage excl. tool allowance.
4. During overtime work and work on Sundays and public holidays, the employees are granted half an hour's meal for every full three and a half hours of work without deduction in payment, including half an hour's meal break immediately after normal working hours have ended, if overtime is to extend for more than 1 hour.

Working Sundays and public holidays overtime, and work on Sundays and public holidays may be carried out when the enterprise and employees agree.

5. Employees shall be willing to work overtime and work on Sundays and public holidays where necessary.

The following work is considered necessary:

- Work on exhibitions, repair of shop, workshop and factory premises which, if the work was carried out during normal working hours, would prevent employees of other enterprises from being able to work.
- Work on wells and drainage systems, bridges and similar which would pose obstacles to public traffic movements if this work were carried out during normal working hours.

- Work on underpinning buildings made necessary by excavation of adjacent land or similar, which has to be carried out in order to prevent accidents.

Time off in lieu

- 6. Time off in lieu of overtime in excess of 4 hours per week shall be taken within 3 months of the performance of the work.**

Art. 15 Systematic overtime

1. If the local parties have failed to enter into an agreement on variable weekly working hours, cf. [Article 10](#), the enterprise may give notice of systematic overtime. Systematic overtime may not exceed five hours per calendar week and one hour per day and must be scheduled in connection with the individual employee's normal working hours. Systematic overtime must be notified no later than before the end of normal working hours four calendar days before the week, in which the systematic overtime is to be performed.
2. Unless otherwise agreed between the management of the enterprise and the shop steward, systematic overtime shall be taken as whole days off in lieu within a 12-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 resulting from systematic overtime may not be included in a notice period unless the enterprise and the employee have agreed to this.
6. The existing possibilities for notifying overtime according to the other provisions of the collective agreement will not be affected by the possibility of notifying systematic overtime.

Chapter 6 Hourly wage provisions

Art. 16 Pay conditions

General time rate provisions

1. The minimum hourly wage for time rate-based work from the beginning of the wage week including
 - 1 May 2023DKK 137.90
 - 1 January 2024DKK 142.40

Minimum wage - pre-trainees

2. From the start of the pay week that includes 1 May 2023, the hourly wage for pre-trainees is as follows:
 - 15 but not 16 yearsDKK 55.15
 - 16 but not 17 yearsDKK 68.95
 - 17 but not 18 yearsDKK 96.55From the start of the pay week that includes 1 January 2024, the hourly wage is as follows:
 - 15 but not 16 yearsDKK 56.95
 - 16 but not 17 yearsDKK 71.20
 - 17 but not 18 yearsDKK 99.70See [Annex 7](#) on pre-training.

Pay negotiation

3. Negotiations on the amendment of hourly wages in the case of time rate-based work may not take place at any enterprise more than once in each collective agreement year.
4. Amendment of the minimum hourly wage shall not affect salaries already at or above the new minimum hourly wage and any collective agreement supplement, but if this results in wages lower than the new agreed rate at 1 May 2023 and January 1 2024, respectively, it shall be increased up to this rate.
5. Any collective or individual agreement adopted to regulate pay by changes to the collective agreement hourly wage or other collective agreement rates cannot be invoked.

6. Such agreements may be requested by either party for negotiation.

Tool allowance

Masonry journeymen:

7. The following hourly increments shall be paid for both piecework and hourly wage work from the beginning of the week of pay including
1 May 2023DKK 3.25
1 January 2024DKK 3.35

For piecework, the amount of the tool allowance is entered in the ledger at the end of the year as the last entry

For hourly wage work, the tool allowance is considered as contained in the hourly wage unless, in agreement with the employer, the tool money is shown on the time sheet note as a special entry.

Mason's labourers:

The enterprise provides the necessary tools.

The tools belong to the enterprise.

Dirt allowance

8. In case of particularly dirty hourly paid work on old roofs, old chimneys, old cellars, old factory premises, etc. and fire damage, the employee has the right to claim a supplement to the pay if this has not already been taken into account when determining the pay. If agreement is not reached, the disagreement can be dealt with in accordance with the Procedures for settlement of industrial disputes.

Suspension of work due to weather conditions

9. If work has to be suspended or cannot commence at the start of normal working hours due to poor weather conditions, the employees are obliged to remain at the workplace unless otherwise agreed.

The employees shall contact the enterprise in the event of suspension of work due to weather conditions. If the enterprise still decides to commence the work in writing, the liability for the quality of the work performed rests with the enterprise.

In the period until the weather improves and until the interrupted work can be resumed, the enterprise may offer other work, and the employees may not refuse to perform such work *provided that other work under continual piecework is located within a further distance of 20 km from the employee in question's residence.*

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

If other work cannot be offered, the enterprise has the right to lay off affected employees temporarily until the weather improves and work can be resumed.

The employees' rights under continual piecework will not be affected by such temporary layoff.

10. *Mason labourers in the Capital Region (see [Article 2](#)) retains the right to the agreed hourly wage, cf. the current practice for payment of waiting time.*

Art. 17 Housing supplement for certain staff groups

Housing supplement for certain staff groups (applicable as of 1 January 2024)

1. A housing supplement is paid to employees who are not resident in Denmark at the commencement of employment or posting. This applies from the beginning of the pay week, which includes 1 January 2024.
2. The housing supplement totals DKK 25 per work hour and is payable in addition to the relevant minimum rate of the pay specified in [Article 16, sub-clause 1](#) and [Article 28](#).
3. The housing supplement ceases to apply if the employee's hourly wage exceeds the minimum rate of pay combined with the housing supplement. For the housing supplement, the enterprise may thus offset the part of the employee's hourly wage that exceeds the minimum rate of pay specified in [Article 16, sub-clause 1](#) and [Article 28](#).
4. The housing supplement ceases to apply automatically after the first four months of employment/posting if the enterprise provides suitable accommodation during the employment/posting or if the enterprise otherwise covers the cost of accommodation.

Suitable accommodation is deemed to mean own bedroom in a hotel, inn, motel, apartment/holiday flat, summerhouse, hostel or housing container/caravan with toilet/bath/kitchen facilities. This is provided that the home is within 50 kilometres of the work location. When living in residential containers, it is also a precondition that a common area is provided. Where overnight accommodation on the building site or adjoining areas is concerned, the residential area must be separate from the building site and the welfare facilities as described in [Article 19](#) cannot be included in the residential area.

5. The housing supplement is automatically discontinued without any further notice after 12 months of employment or posting in Denmark. The calculation of the period of employment or posting starts from when the employee became covered by the collective agreement.
6. The housing supplement shall cease to apply if the employee carries out piecework.
7. The parties recommend that before the housing supplement is removed, a pay negotiation is carried out in accordance with the provisions of the collective agreement.

Art. 18 General

Determination of wages

1. The parties agree that it is a precondition that there can and must be deviations from the minimum wage rate set out in the collective agreement because the pay scheme is 'moveable' and because there is a certain pay rate variation in the individual enterprise.
2. Thus, the employees' skills, experience, training and education, and performance in production shall be taken into account, and the payment shall also be influenced by there being no or only negligible access to piecework or other performance-related pay systems. Moreover, the requirements of the work in relation to the employee, including any special nuisances connected with the performance of the work, shall be taken into consideration.

3. The pay for individual employees shall be agreed upon in each case between the enterprise and the employee without interference on the part of the organisation. The shop steward may be called on 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 collective agreement year.
6. Where the local parties wish to negotiate pay collectively, a local agreement can be made to this effect. If a shop steward has been elected, the shop steward heads the negotiations.

Disproportion as a whole

7. The organisations have a right to take proceedings pursuant to the procedure for the settlement of industrial disputes in cases where disproportion as a whole is assessed to exist.
8. The parties agree that one of the conditions for the existence of disproportion as a whole is that the pay level of the individual enterprise is considerably lower than the pay level in comparable enterprises in the industry. The parties agree that in itself, it is not enough to establish disproportion that there is a substantial deviation from the medium wage within the industry. It is a precondition that the enterprises are comparable within the same industry and geography.

Settlement of disagreements/disputes

9. Disagreements as to whether disproportion exists may be settled according to the industrial provisions in [Chapter 15](#) on ordinary burden of proof principles. A possible industrial dispute case may be initiated on the basis of the conditions at an existing building site.
10. During the organisation meeting, the parties seek to reach an agreement on the existence of disproportion and its level. If the parties reach an agreement, the case may be closed.
11. If, during the industrial consideration of the case, it is not possible to reach an agreement about disproportion, the case may be continued before an industrial arbitration tribunal, which will decide whether disproportion exists – and to the extent agreed – the level of any such disproportion.
12. Any disproportion found must, if so requested, be the subject of local negotiations.

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

Art. 19 Welfare facilities

1. Welfare facilities shall be implemented as specified in the currently applicable government order which forms part of the provisions of the current collective agreement, at present the 'National Working Environment Authority's Government Order No. 2107 of 24 December 2021 on Construction and Civil Engineering Works'.
2. If the employee finds that welfare facilities do not comply with the rules in force, the matter may be raised by his/her organisation.
3. A briefing session will then be held at the workplace within five working days with the participation of the parties and representatives of the organisations unless the situation has already been rectified. However, see point 8.
4. At the briefing session, a decision shall be made as to whether or not the rules have been complied with and whether any deficiencies are likely to cause a significant deterioration of the value of use.
5. Should the parties present at the meeting agree that there are no deficiencies which would significantly impair the utility value, the matter is closed.
6. If it is determined that there are deficiencies which significantly impair the utility value, shelter money rate 1 is paid from the day the complaint was raised in writing until the day the conditions are rectified.
7. If no agreement is reached at the meeting, either party may submit the case for resolution in accordance with the industrial dispute procedure. Minutes of the meeting shall be recorded, indicating the disagreement.
8. If the deficiency is such that it would be manifestly unfounded to hold a briefing session, for example if there is a complete lack of a shelter such as is required by the rules, the employees may claim shelter

money at rate 2 from the date on which the claim is made in writing until the matter is settled.

9. Disagreements referred to in sub-clause 8 shall be dealt with in accordance with the rules for settlement of industrial disputes.
10. Any deficiencies referred to in sub-clauses 6 and 8 shall be corrected by the enterprise within five working days of the briefing session or the claim has been made in writing to the enterprise. Otherwise, the case may be continued under the labour law system.
11. If the duration of the work is max. 3 working days or 6 working days and the enterprise does not provide adequate toilet and dining facilities, the employees may claim shelter money at rate 1.
12. The shelter money rate of 1 per person per day isDKK 57.50
The shelter money rate of 2 per person per day isDKK 90.00

Art. 20 Mileage allowance

1. **For work performed outside a distance of 10 km up to and including 35 km from the employee's residence, the employee is paid per day at work in the form of mileage allowance of at present DKK 2.19 for each km both for the journey to and from the workplace.**
2. *For work performed outside a distance of 5 km up to and including 35 km from the employee's residence, the employee is paid per day at work in mileage allowance of at present DKK 2.19 for each km both for the journey to and from the workplace.*
3. For distances *until* 5 – **or 10 km**, no mileage allowance is granted.
4. For work performed at a distance of more than 35 km from the employee's residence, a separate agreement shall be made for this distance, cf. the provisions in force. For distances up to and including 35 km, mileage allowance is settled according to sub-clauses 1 and 2.
5. The above allowances are governed by the rules of the Danish State for journeys exceeding 20,000 km per year.
6. The adjustment shall be made from the beginning of the pay period that includes 1 March and 1 September.

As of 1 March 2023 the compensation is DKK 2.19

7. No mileage allowance is paid if the enterprise provides a means of transportation free of charge.

For distances exceeding 35 km, agreement shall be subject to the applicable provisions.

8. Distances are calculated along the shortest practicable route.
9. During continual piecework, the employee is not entitled to claim travel allowance, even if the distance is increased in the event of a change of residence.

Chapter 7

Payment of wages

Art. 21 Pay period

1. The pay period shall begin on Monday and payment shall take place on the following Thursday after the end of the pay period.
2. The enterprise may require the payroll lists to be issued on Monday morning. Payment of wages shall take place at the workplace immediately before the end of working hours.
3. The pay period extends over 2 weeks unless the enterprise and the employee locally agree on a different pay period.

Art. 22 Payment of wages

1. The payment of wages may be done in cash or by payment to a payroll account.
2. In case of payment of wages through a financial institution, etc., payment is normally made on Thursday. If Thursday is a public holiday, the payment is made on the nearest previous working day.
3. All hourly wages for piecework are paid for each wage period.
4. If payday falls during a holiday, payment of wages will be made on the first normal payday after the holiday.
5. For employees without a payroll account, the enterprise will send due wages to the employees on the following day.
6. If the employee's address is unknown to the enterprise, the enterprise can send the employee's due wages to the local 3F department.

Art. 23 Payslips

1. In connection with payment of wages, payslips shall be used where the following information is specified:
 - The CVR no. of the enterprise
 - Hourly-paid work
 - Piece-rate work/surplus
 - Overtime work
 - Sickness pay
 - Holiday allowance and special wage accrual scheme
 - Mileage allowance
 - ATP
 - Pension
 - Compensation for first and second days of unemployment

Electronic payslips

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

Chapter 8

Performance-related pay

Art. 24 Piecework conditions

Piecework

1. All new work shall be carried out as piecework and paid in accordance with the applicable schedule of wages and the provisions of the collective agreement in force between the parties.
2. If conversion and repair work is of such a scale that the work can be carried out as piecework, this can be done according to the schedule of wages if there is agreement between the enterprise and the employee.
3. The prices quoted in the schedule of wages are for well-executed work.
4. It is a pre-condition that suitable materials are provided.
5. Before work begins, the enterprise or its representative shall, where possible, consult with the piecework holder about the workplace's layout, the work organisation and the method of payment.

In the Capital Region ([see Article 2](#)), the existing schedule of wages between DIO III and the masons and mason's labourers group of the United Federation of Danish Workers shall apply.

The enterprise may – when deemed necessary or appropriate – increase or decrease the manning for the piecework.

Increase and decrease of manning should be discussed in advance with the piecework holder.

6. In the area of journeymen, the Schedule of wages for masonry work in Copenhagen and North Zealand Zones 1 and 2 and the Schedule of wages for masonry work in the regional districts, respectively, shall apply.

For mason's labourers in the whole country, the Schedule of wages for work by mason's labourers 2019 shall apply with the exception of Copenhagen and Frederiksberg municipalities.

Work hours

7. The piecework holder shall keep a journal for the employees' daily wage and piecework hours. Existing day wage work shall be specified on the time sheet, alternatively in the log book, and acknowledged for receipt if required.

Right and duty

8. When an employee is hired for piecework, he/she has a right and a duty to complete the piecework.

Scope of piecework

9. Prior to initiation of piecework, the scope of the piecework shall be agreed in writing if requested by one of the parties. A similar provision shall apply to changes in piecework.
10. The section or sub-section of the schedule of wages for the construction of, for example, large buildings or a planned and initiated large number of detached houses is, as a general rule, one piecework unless otherwise agreed. One piecework means the work covered by the corresponding sub-clause or part sub-clause.

Common piecework

11. The work is carried out as common piecework when agreement is reached between the enterprise, the masonry journeymen and mason's labourers
12. Any disagreements relating to common piecework are subject to the industrial disputes procedure, where the employees are represented by the masons and mason's labourers group of the United Federation of Danish Workers.
13. The Schedule of wages for masonry work in the regional districts and the Schedule of wages for masonry work in Copenhagen and North Zealand Zones 1 and 2 as well as parts of the schedule of wages for mason's labourers shall be increased from the beginning of the payroll week which includes:
Supplements are for piecework commenced after the following dates.

Year	Rate increases	Total
1 May 2020	2.10%	2.10%
1 January 2021	2.10%	4.24%
1. March 2022	2.10%	6.43%
1 May 2023	4.00%	10.69%
1 January 2024	3.90%	15.01%

Art. 25 Advance piece-rate payment

1. When work is performed as piecework, the enterprise is only obliged to pay the wages earned on the basis of the piecework prices, but in cases where it is assumed that the full payment has not been made, the work shall be measured immediately and the work calculated and this shall be available on payday.
2. For enterprises with a 2-week pay period, employees may claim an advance payment for work performed each day of pay of up to 85% of the piecework sum, upon request as mentioned below.
3. In the case of long-term piecework agreement, employees may claim advance payment every six weeks, including payment of a total of 90% of the piecework sum for the work performed.
4. However, an application for advance payment may be made five working days prior to the payment, which shall become due on payday.

Art. 26 Deficit in the piecework

1. For piecework, employees are only entitled to the wages earned, and the enterprise may, subject to necessary documentation, withhold the part of the payment for which there is no coverage.

2. If, when preparing piecework accounts, it is probable that the employees have worked in deficit in relation to the total accumulated piecework sum, the enterprise is entitled to settle the piecework.
3. The parties will then be released.

Art. 27 Interruption of piecework/repair works

Interruption of work

1. If a piecework job is interrupted and the enterprise refers employees to another job during the interruption, employees are not entitled to claim compensation.
2. Employees may not refuse to carry out other work until the interrupted piecework can be resumed *if such other work is within an additional distance of 20 km from the employee's residence*.
3. If employees refuse to take on other work offered, they will not be entitled to any compensation for lost working hours.
4. If the enterprise does not refer other work and the employees require compensation for the lost working hours, employees shall be entitled to request the matter handled under the industrial dispute procedure, cf. [Article 69](#).
5. When Article 4 sub-clause 2 of the General Agreement applies, an employee who has started a piecework may not refuse to interrupt it to carry out urgent repair work. However, reasonable allowance shall be made to ensure that the employees taken off the piecework are not always the same people.

Waiting time

6. **Compensation for waiting time is the minimum hourly wage applicable for repair work at all times.**
7. **If the enterprise is shown to be without fault in the interruption of piecework and is not able to refer other work to the journeymen, it is not obliged to pay compensation. Employees are entitled to demand that the work be measured and settled, unless the interruption is due to the weather conditions.**

8. *The mason's labourers in the Capital Region ([see Article 2](#)) retain the right to the agreed hourly wage rate according to current practice, cf. [Article 16, sub-clause 10](#).*

Claims for compensation

9. Any claim for compensation may be made to the enterprise within five working days of the date of the interruption of work.
10. Interruptions of work due to illegal stoppage, strikes or lockouts do not entail liability for the enterprise.

Art. 28 Payment of piecework and piece-rate
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1. In the case of piecework statements, payments on account and other advance payments are deducted.

Piece-rate guarantee payment

2. For employees with at least one month length of service in the enterprise, a piece-rate guarantee payment at the minimum wage shall be paid to masons and mason's labourers from the beginning of the week of payment that includes

1 March 2009DKK 20.00

Advance payment

3. The advance payment for piecework shall be agreed separately between the employee and the enterprise, except that at least the minimum wage rate shall be paid with the addition of a piece-rate guarantee payment.

Art. 29 Special piecework payment claims

1. All special piecework payments whose prices are not included in the schedule of wages or where the prices are included in the schedule of wages, but where special conditions may be subject to a surcharge, shall normally be agreed in writing at the latest during the performance of the work.
2. When a written, signed and dated claim/offer is submitted, the recipient or his representative shall sign the receipt.

3. For the employees, the piecework agreement shall be signed by the holder of the piecework and, if possible, by one of the participants in the relevant piecework. The signatures are binding on all the employees participating in the piecework, regardless of whether or not they have participated in the work from the conclusion of the special piecework payment / piecework agreement or from a later date.
4. The enterprise and its employees may endeavour to ensure that conversion and repair work is also carried out as piecework as far as possible at a special piecework payment agreed between the parties with the schedule of wages as a guide.
5. If an employee – on the basis of a reasonable assumption that the work performed by the employee was at the prices of the schedule of wages – has failed to claim special piecework payment during the execution of the work, and it turns out that the work cannot be attributed to the prices of the schedule of wages, he/she shall not be prevented from claiming special piecework payments by way of the usual legal channels for industrial disputes.
6. When employees submit to the enterprise or its representative a claim for special piecework payments, the enterprise shall respond in writing within a period of 8 days.
7. If this does not happen, the employees' claim is deemed to be approved.
8. Within 12 days of the enterprise's reply, the terms of the collective agreement shall be in order and bear the signature of the parties – if appropriate, if no agreement has been reached for mediation.
9. If this does not happen, the enterprise's offer is considered approved.
10. The above time limits do not include Sundays and public holidays, Saturdays for the 5-day week and the day of submission.
11. If an enterprise has announced a total holiday closure, the time limits shall be extended by the length of the holiday.

Art. 30 Measurement

1. **The enterprise shall be informed when surveying is to be carried out. The last time of notification shall be 48 hours before**

surveying is made in order to allow the enterprise or its representative to be present.

2. Drawings and descriptions shall be handed over to the local department of the United Federation of Danish Workers.

Art. 31 Piecework accounts

1. Dated and signed piecework accounts shall be submitted to the enterprise or its representative within 25 days of completion of the piecework.

Mason's labourers

2. However, in the case of percentage work, the time limit shall be 15 days after the accounts of the journeymen are available.

Time limits for review

3. If the accounts are not approved, the enterprise shall submit a written review of the items in the accounts that cannot be approved no later than by the end of the normal working hours on the eighth day following the date of the submission of the accounts.
4. Any surplus or part thereof not in dispute shall be paid no later than the following payday.
5. However, in so far as the accounts reviewed cannot be handed over to the holder of the piecework within the above-mentioned time limit, the time limit for the submission of the review shall be deemed to have been complied with when the review has been submitted to the postal service on the eighth day at the latest. If the address of the piecework holder is unknown to the enterprise, the review may be sent to the local 3F department within the above mentioned time limit.
6. If the enterprise's review cannot be acknowledged, the disagreements shall be submitted for mediation within 12 days of the enterprise's review being submitted. If this does not happen, the enterprise's review is considered to be approved.
7. Any disagreements relating to amounts outstanding after the local arbitration meeting shall be settled by the mediation committee not later than 10 days after the mediation meeting.

Once the disagreement has been considered, the parties shall sign the minutes of the proceedings.

If no agreement can be reached within the time limit, the matter may be pursued under the industrial disputes procedure.

8. In case of final accounts submitted to the enterprise before the completion of the piecework, the above time limits shall not run until the date on which the work is completed, unless the parties have made a written agreement to the contrary.
9. Provisional accounts or statements of advances and their review shall not be binding on the parties in the final statement.
10. If the enterprise establishes a collective holiday in accordance with the holiday rules, the above time limit for the review shall be extended by the number of holiday days if the accounts are not handed in at least 5 days before the first day of the holiday.
11. When deductions are made from the journeymen's piecework amount for badly executed work and these need to be corrected, no deduction shall be made from the amount owed to the mason's labourers unless the mason's labourers themselves (e.g. in the preparation of the materials) have co-responsibility for the poor performance of the work.
12. The above time limits do not include Sundays and public holidays, Saturdays for the 5-day week and the day of submission.

If an enterprise has announced a collective holiday closure, the time limit for the review shall be extended by the length of the holiday.

Art. 32 Issue of professional arbitration awards

Mason's labourers

If any mediation or arbitration decision concerning a journeyman's accounts affects a mason's labourer's accounts, DIO III shall, upon request by the local department of the United Federation of Danish Workers, provide a copy of the decision.

Art. 33 The enterprise's participation in piecework

Masonry journeymen

When the enterprise participates in the journeymen's piecework, the same hourly wage shall be calculated for him as for a 4journeyman. The hours of the enterprise are agreed daily with the holder of the piecework and he is obliged to participate in the payment of the surveying costs.

Art. 34 Apprentice participation in piecework

When apprentices participate in the journeymen's piecework, the following shall be deducted per hour from their piecework statement:

	1.5 2023	01.01.2024
1st pay scale point	DKK 81.25	DKK 84.05
2nd pay scale point	DKK 101.55	DKK 104.95
3rd pay scale point	DKK 115.25	DKK 119.10
4th pay scale point	DKK 136.80	DKK 141.30

Art. 35 Permanent schedule of wages committee

Permanent schedule of wages for masonry journeymen and mason's labourers

1. Permanent industry-related schedule of wages committees are set up for which each of the parties appoints 2 to 5 persons from each organisation to fix prices for work with new materials not listed in the current schedule of wages and to address issues relating to changed working conditions (e.g. by using labour-saving machines or power-hand tools).
2. Negotiations for pricing new materials and methods shall be initiated within 3 months.

3. Where agreement has been reached between the parties to fix the prices for such work, such prices shall remain in force until terminated by either party at the time of expiry of the collective agreement. Prices are printed as a supplement to the schedule of wages.
4. If the schedule of wages committee does not reach an agreement on the fixing of prices, the matter will be dealt with in accordance with industrial law provisions.

Art. 36 Other collective agreements
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Mason's labourers

The parties agree to respect the collective agreements concluded between organisations under the Confederation of Danish Employers and the Danish Trade Union Confederation in respect of existing works not mentioned in this collective agreement.

Chapter 9 Pension

Art. 37 Pensions and healthcare scheme

1. Enterprises pay pension contributions for adult employees over the age of 18 years (until 1 September 2020 for apprentices who are over 20 years old) 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 DIO III or Tekniq or have been in paid work for an equivalent period.

Pension contribution before 1 June 2023

2. The pension contribution is equal to 12% of the employee's holiday qualifying pay plus special wage accrual scheme. The employee him/herself pays 4% of the contribution, and the enterprise pays 8%.

Pension contribution 1 June 2023 or later

3. The pension contribution is equal to 12% of the employee's holiday-eligible salary plus special wage accrual scheme. The employee pays 2% of the total contribution amount, and the enterprise pays 10%.
4. The individual employee may make additional contributions through the enterprise.

Calculation of pension contribution

5. Pension is calculated based on the holiday allowance of employees who are entitled to a pension, see sub-clause 1. Pension of holiday allowance covered by a holiday guarantee scheme is calculated as holiday allowance is accrued. Therefore, it is irrelevant that the holiday allowance is not taxed until it is paid to the employee.

Pension of holiday allowance during sickness

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

The employer's share is paid by the employer in addition to the holiday allowance during sickness. The employee's share is deducted from the holiday allowance during sickness before its final settlement.

Apprentices' pensions after 1 September 2020

7. The enterprise will pay pension contributions for apprentices when they reach the age of 18 years and have had six months' paid work. However, in the apprentice's 18th and 19th year, the contribution rates are respectively 4% for the enterprise and 2% for the apprentice, a total of 6%. In addition, the enterprise will bear the costs of the insurance scheme for apprentices.
8. Apprentices who begin vocational training before their 18th birthday will be covered by the insurance provisions in section 2 – Apprentices [Article 9](#), until they are entitled to pension.
9. Apprentices who have reached the age of 18 years and who have served their traineeship will have acquired the necessary length of service to be covered by the pension scheme if they continue their employment with the enterprise.
10. The rate referred to in sub-clause 7 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 the Employers' Training Contribution Scheme (AUB). The insurance scheme provided for in [section 2 – Apprentices Article 9](#) 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 1 July 2023

11. During the fourteen 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 per month is.....DKK 2,040.00

per hourDKK 12.75

The enterprise pays 2/3 and the employee pays 1/3.

Increased pension contribution during maternity/paternity leave 1 July 2023 or later

12. An additional pension contribution is paid during the 10-week maternity leave for employees with six months' service within the last 18 months at the expected time of childbirth.

Employer contribution DKK per hour/ DKK per month.....	DKK 18.45/2.957.00
Employee contribution DKK per hour/ DKK per month.....	DKK 3.69 /592.00
total contribution DKK per hour/ DKK per month.....	DKK 22.14 /3.549.00

For part-time employees, a pro-rata contribution is paid

Payment of pension contribution

13. The parties agree that the enterprises pay the employees' parts of the contribution and transfer the total contribution to PensionDanmark.

The pension contribution must be paid no later than the 10th of the month following the end of the pay period/vesting period.

14. Issues regarding missing declarations and payment of pension contributions are treated in accordance with the provisions of the protocol on pension contributions to PensionDanmark of 9 April 2019.

Health scheme

15. Enterprises that do not already have a health scheme approved by the organisations shall establish a healthcare scheme with PensionDanmark.
16. The health insurance contribution is 0.15% of the holiday qualifying pay plus special wage accrual scheme and is paid by the enterprise together with the pension contribution.
17. The health scheme must comprise telephone counselling in case the employee needs emergency psychological aid, addiction counselling or a guide to health services.
18. 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.
19. 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.

Chapter 10

Sickness, child's first sick day, etc.

Art. 38 Sickness and injury

Period and payment

1. In the event of an absence due to sickness for up to 4 weeks or injury for up to 8 weeks which has been notified and documented in good time, the enterprise shall pay, under the employment relationship, an amount equal to the personal hourly wage, but not more than per hour from the beginning of the week of pay which includes:

1 May 2023DKK 161.45

1 January 2024DKK 167.10

If an employee has to leave the workplace due to sickness or injury, the enterprise will pay for the rest of the hours within normal working hours on the day in question, the same payment per hour as specified above.

2. The sickness pay shall consist of the amount of sickness benefits due, supplemented up to full pay, up to the maximum amount mentioned above and not more than 37 hours a week.
3. The basis of calculation is formed by the employee's total earnings (including piecework supplement, bonus, etc.) per work hour over the last four weeks prior to the absence. If the number of hours worked during the preceding four-week period is not known, the number of hours shall be calculated pursuant to the provisions of the Danish Sickness Benefit Act, and sick pay for up to 37 hours a week shall be calculated as the compiled number of hours times the maximum, see the above DKK amount per hour. Payment of absence due to sickness or injury shall include the applicable payment in accordance with the rules of sickness insurance law. For the above period, contributions to the special wage accrual scheme will be paid.

Length of service

4. The employees concerned must have served with the enterprise for at least three months. The relevant length of service is calculated

within a time frame of 18 months, See, however the exceptions in sub-clauses 5 and 6.

5. The provisions in sub-clause 4 on length of service do not apply to absence due to injury in the enterprise during the performance of work. Provided that the employee qualifies for unemployment benefit in accordance with the provisions of the provisions on unemployment benefits.

Pregnancy examinations

6. The provision in sub-clause 4 on length of service do not apply to absence due to pregnancy examinations. If pregnancy examinations cannot take place outside the normal working hours of the pregnant employee, sick pay shall be paid at the rate laid down in the collective agreement for the number of hours the employee is absent.

Insufficient length of service

7. Pursuant to the provisions of the Act on Sickness Benefits, unemployment benefit is paid to employees who do not meet the length of service requirement of sub-clause 4. It is a prerequisite that the conditions for payment under the Danish Sickness Benefits Act are met.

Section 56-agreement

8. The above provisions are not applicable to employees who are covered by a collective agreement entered into between the enterprise and its employees pursuant to the rules of the Danish Sickness Benefit Act relating to chronic or long-term sickness (Section 56).

Apprentices

9. After having completed their training and education, apprentices who continue employment with the same enterprise are considered to have earned three months' length of service.

Comments

10. These provisions cannot be invoked in any legal proceedings brought against an enterprise which includes a claim for full compensation for loss of earnings.

Art. 39 Child's first sick day

Children at home

1. Employees, including those on education and training courses, are allowed time off whenever this is required to take care of their own child/children at home 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.
3. If the child falls ill during the employee's working day, and the employee has to leave work for that reason, the employee is entitled to time off for the remaining working hours of the day in question.

Rate of payment

4. This amount shall be paid per hour from the start of the payment week which includes:
1 May 2023DKK 161.45
1 January 2024DKK 167.10
5. It is required that the documentation required by the enterprise is available.

Art. 40 Hospitalised children

1. Employees and employees undergoing training and education are allowed time off when necessary in connection with hospitalisation, including when the hospitalisation is entirely or partly in the home. This provision applies only to children below the age of 14.
2. Time off is allowed for one custodial parent only for a maximum period of one week in total per child within a 12-month period.
3. At the request of the enterprise, the employee shall present evidence of hospitalisation.

4. This amount shall be paid per hour from the start of the payment week which includes:

1 May 2023	DKK 161.45
1 January 2024	DKK 167.10

Art. 41 Childcare days, child's second sick day and visits to the doctor

Childcare days

1. Employees and employees undergoing training and education who are entitled to a 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 provision applies only to children below the age of 14.

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

Child's 2nd sick day

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

Visits to the doctor

3. Employees and employees undergoing training and education with one 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

4. The days will be taken without pay, but the employee can choose to have an advance amount paid from his/her special wage accrual scheme, subject to the amount being available in the account.

Art. 42 Maternity/paternity provisions

Children born or received before 1 July 2023

The organisations have agreed to follow the principles of the transitional arrangement between DA and FH on payment of absence due to pregnancy and Maternity/paternity leave until 1 July 2023. This entails that a four-week maternity leave, cf. sub-clause 1, in the period until 1 July 2023 is earmarked as the mother's parental leave (4 + 5 weeks), cf. sub-clause 5, meaning that maternity leave, cf. sub-clause 1, is 10 weeks against the previous 14 weeks. The original payment obligation for the four weeks of parental leave earmarked for the mother will be maintained, meaning that payment for those weeks is the maximum rate, cf. sub-clause 4. The earmarked parental leave (4 weeks, cf. sub-clause 1), may not be transferred to the father or co-mother with a payment obligation for the employer.

Pregnancy leave/maternity leave

1. The enterprise will pay wages 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) to employees who, at the expected time of childbirth, will have had a total of six months' length of service within the last 18 months.
2. Adoptive parents receive pay during absence due to maternity/paternity provisions for a period of fourteen weeks starting from the reception of the child.

Paternity leave

3. Subject to the same conditions, employees on "paternity leave" are paid wages for a period of up to two weeks.

Payment during pregnancy, maternity and paternity leave

4. Payment during pregnancy, maternity/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 that includes:

1 May 2023DKK161.45

Parental leave

5. 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 five weeks, and the other parent is entitled to eight weeks. If the parent does not take the leave they are entitled to, the payment is not due. The remaining three weeks of parental leave may be taken by either parent.

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.

Failure to comply with the obligation to give leave notification

6. If the notification time limits for leave under the Danish Maternity Act are not met, the requested leave may not commence until the expiry of the specified time limits from the date of notification unless otherwise agreed.

Payment during parental leave

7. Payment during parental leave is full pay.
8. Pay during parental leave is calculated as the employee's expected loss of income per working hour, including systematically occurring nuisance compensation during the leave period.
9. If the expected loss of income per working hour is unknown, the pay during the leave is calculated on the basis of earnings in the last 13 weeks prior to the start of the leave. Earnings include systematic nuisance compensation, but not irregular payments with no relation to the work hours performed in the period. Any piecework surplus in the 13-week period is included pro rata with the hours that relate to the piecework surplus.
10. If the number of working hours performed in the preceding 13-week period is unknown, the number of hours is calculated on the basis of 37 working hours per week.

Reimbursement

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

Children born or received on 1 July 2023 or later

Pregnancy leave/maternity leave

12. 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 pregnancy in the period from four weeks before the expected time of birth until 10 weeks after the birth.
13. Adoptive parents receive pay during leave for up to 10 weeks starting from the reception of the child.

Paternity leave/co-maternity leave

14. Subject to the above conditions, employees on paternity leave/co-maternity leave receive pay for a period of up to two weeks.

Parental leave

15. Subject to the above conditions, the enterprise shall provide payment to employees on parental leave for a period of up to 24 weeks. Of these 24 weeks, the parent who is taking maternity/paternity leave is entitled to nine weeks, and the other parent is entitled to ten 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 parent.

All of the 24 weeks leave must be taken within 52 weeks of the child's birth.

Unless otherwise agreed, leave with pay shall be subject to three weeks' notice according to sub-clauses 12, 13, 14 and 15.

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

Failure to comply with the obligation to give leave notification

16. If the notification time limits for leave under the Danish Maternity Act are not met, the requested leave may not commence until the expiry

of the specified time limits from the date of notification unless otherwise agreed.

Payment during leave

17. Payment during the above leave periods corresponds to the wage the employee in question would have earned during the period, but not more than DKK 225.00 per hour from the beginning of the pay period that includes 1 July 2023.
18. Pay during the leave is calculated as the employee's expected loss of income per working hour, including systematically occurring nuisance compensation during the leave period.
19. If the expected loss of income per working hour is unknown, the pay during the leave is calculated on the basis of earnings in the last 13 weeks prior to the start of the leave. Earnings include systematically occurring nuisance compensation but not irregular payments with no relation to the working hours performed in the period. Any piecework surplus in the 13-week period is included pro rata with the hours that relate to the piecework surplus.
20. If the number of hours worked in the preceding 13-week period is unknown, the number of hours is calculated on the basis of a 37-hour working week.

Reimbursement

21. The payment is subject to the condition that the enterprise is entitled to reimbursement equivalent to the maximum rate for unemployment benefits. If the reimbursement is less, the payment to the employee is reduced by an accordingly lower amount.

Art. 43 Days off to care for dependants
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1. Under the present collective agreement, employees are entitled to take time off to care for seriously ill close relatives.

Art. 44 Reduced working capacity

Pay and working hours

1. Employees who, either permanently or temporarily, have reduced working capacity 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 subject to the social chapters, or a similar contract that meets the same conditions.
5. 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 11

Holiday and public holiday provisions

Art. 45 Holiday accrual

1. Entitlement to paid holiday shall be earned with 2.08 days for each month's employment during the holiday year (1 September to 31 August).
2. When employed for less than one 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 holiday allowance during sickness, periods of sickness absence for which the enterprise has paid collective agreement wages during absence due to sickness, maternity/paternity/adoption, continuing education and training, collective agreement days off, a child's first sick day and a child's hospitalisation.
4. Holiday leave is granted in the form of whole days off, i.e. the holiday entitlement is rounded up or down to the nearest natural number of days.
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 compensation days off, 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 accrued 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. 46 Taking holidays

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

Main holiday

4. The employee is entitled to take at least 15 uninterrupted days of earned paid holiday in the period from 1 May to 30 September (the main holiday period).
5. If an employee has accrued less than 15 days' holiday, the whole accrued holiday is the main holiday.
6. In a current, specific situation, it may be agreed that the main holiday will occur outside the holiday period. However, it shall be possible to hold at least ten 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 shall be taken as a continuous whole. Where desirable for business reasons, the residual holiday days can be taken as individual holiday days.

Timing of holidays

8. Subject to negotiations with the employees, the enterprise determines when holidays should be taken.
9. As far as possible, the enterprise shall accommodate its employees' wishes for placing holidays, including wishes for the main holiday to be taken during the school holidays of employees' children.

10. The enterprise shall inform its staff when the holiday is to be taken as soon as possible. However, at least three months' notice of the start of the main holiday shall be given, and at least one month's notice of the start of residual holiday entitlement before it begins unless special circumstances prevent this.

Rescheduling of holidays

11. The enterprise may amend the dates of previously scheduled holidays if necessary due to significant, unpredictable operational considerations.
12. Employees shall be compensated for any financial losses 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 this, 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 four 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 an advance payment against the enterprise being able to offset the subsequent accrual of paid holiday.

Taking holiday in advance

17. Section 7 of the Danish Holiday Act regarding taking holiday in advance as well as the principle in Section 15 of the Holiday Act on notification of holiday not accrued at the time of taking the holiday may be derogated from subject to local agreement. Any such local agreement must be in writing and may only be concluded with a shop steward elected in accordance with the provisions of the collective agreement.

It can thus be agreed that:

Employees are allocated up to 5 weeks of holiday at the start of the holiday year on 1 September. Employees joining during the holiday year are allocated a prorated number of holiday days.

The enterprise may give notice of holiday to be taken at a time when the holiday has not yet been accrued (give notice of "holiday in advance"). The enterprise may not give notice of more holiday than the employee can accrue before the end of the holiday year.

When an employee resigns during the holiday year, and the employee has used more holiday than accrued at the time of resignation, the enterprise may offset this against the employee's entitlement to claim salary and holiday pay.

Where the resignation is due to termination on the part of the enterprise, the enterprise may not offset more holidays than the employee can accrue before his/her resignation, unless termination is due to the employee's material breach.

No offset may be made where the employee terminates or cancels his/her employment due to the enterprise's material breach.

The enterprise shall calculate and pay back holiday allowance to the employee if the employee has received less holiday allowance than the employee would have received if the employee had not taken "holiday in advance".

For employees who have paid holiday, a calculation of the difference in holidays is made, cf. section 17(2) of the Danish Holiday Act, if a change of working hours means that the employee has received too little pay during advance holiday.

Art. 47 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 shall 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 shall 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, the employee shall, after 5 sick days, 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 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. Where employees are reported as sick before the start of the holiday and then report back to work during a collective holiday closure, employees shall resume work and may claim to have their holiday moved to another date.
4. If the employee cannot be offered employment during the period, the holiday is considered to have started at the time of reporting fit for duty unless otherwise agreed.
5. Unless otherwise agreed, the holiday employees were prevented from taking due to sickness shall be taken immediately after the originally scheduled holiday.

Art. 48 Transfer of holidays

1. It may be agreed locally that, when over 20 earned holiday days have not been taken, these 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 holidays shall be taken 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 4](#).
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 other holiday days.
6. Holidays that correspond to the transferred holiday may not be placed so that they are taken during a termination of employment notice period unless the holiday, according to the abovementioned agreement, is to be taken within 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. 49 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 constitutes pay for work during employment.

Calculation of holiday allowance during sickness

3. The enterprise also pays holiday allowance during sickness according to the provisions of Article 20 of the Holiday Act from the second day of absence due to sickness for the periods in which the employee was absent due to sickness or injury during the holiday qualifying year.
4. Holiday allowance during sickness amounts to 12½% of the sick pay according to the collective agreement which the employee received in the holiday qualifying year.
5. Holiday allowance during sickness for absences due to sickness where the employee has not received sick pay shall be a fixed amount per working day cf. the agreement of 1 December 1972 between DA, the Danish Employers' Confederation organisation, and LO (now FH), the Danish Federation of Trade Unions.
The amount is regulated at the start of each calendar year.
6. Holiday allowance during sickness per working day during 2023 constitutes:

	Copenhagen	Regional districts
Skilled workers	DKK 204.25	DKK 190.75
Unskilled workers	DKK 185.40	DKK 183.90

In 2024, holiday allowance per working day during sickness constitutes:

	Copenhagen	Regional districts
Skilled workers	DKK	DKK
Unskilled workers	DKK	DKK

In 2025, holiday allowance per working day during sickness constitutes:

	Copenhagen	Regional districts
Skilled workers	DKK	DKK
Unskilled workers	DKK	DKK

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

Pension of holiday allowance during sickness

8. Please refer to [Article 37, sub-clause 5](#).

Art. 50 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/feriepenge. 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.

Payment of holiday allowance without the holiday being taken

4. The employee leaves the labour market:

The employee's holiday allowance for the preceding and current holiday qualifying year is paid if the employee retires from the labour market due to age or state of health or if the employee moves permanently abroad and is deregistered from the Civil Registration System.

5. Death:

The holiday allowance is paid to the estate upon the death of the employee.

6. Holiday allowance for the fifth holiday week:

If an employee who has transferred holidays resigns before all 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 during sickness and sickness benefit over and above 20 days, which have not been paid or agreed to be

transferred, will be paid before the end of the holiday period. The employee shall declare in writing that the holiday allowance relates to holidays over and above 20 days.

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

Payment of holiday allowance at the end of the holiday period

7. Uncollected holiday allowance for employees who have resigned

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

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

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

Art. 51 Special provisions

Non-transferability

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

Limitation of holiday allowance

2. Holiday allowance that has not been collected within five years of the end of the holiday year in which the holiday should have been taken, or can be paid, will lapse 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, files a police report, files a petition in bankruptcy or makes an application to the director of the Danish Agency for Labour

Market and Recruitment (Styrelsen for Arbejdsmarked og Rekruttering).

Waiver of holidays

3. Employees may not through any agreement waive 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 payment, and holiday supplement if the employee has infringed the law during their employment with the enterprise that has resulted in a due and documented counterclaim by the enterprise, provided that the employee has admitted to committing the unlawful act or it has been proven in a court of law.

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

Work during holidays

5. If an employee takes on paid work during their 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.

Disputes and disagreements

6. Disputes and disagreements concerning the holiday provisions on balance are resolved per the procedure for settling 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, once raised, DIO III guarantees that the amount will be paid.

However, this only applies to amounts earned up to 14 days after the date on which DIO III 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 when DIO III receives a due claim from the United Federation of Danish Workers – documentation of the earnings. The United Federation of Danish Workers shall subsequently settle the member's(/members') accounts.

In cases where DIO III defrays the holiday pay, the United Federation of Danish Workers is bound to assign the claim concerned to DIO III on behalf of its members.

8. The organisations agree that the holiday pay guarantee scheme is used by the members of the organisations who are in the construction sector under DIO III. If a enterprise wishes to use FerieKonto, this is possible. In such case, the enterprise shall inform the employees of this in writing prior to the transition to the holiday account scheme, FerieKonto.
9. With the above option of choosing between the holiday guarantee scheme and the holiday account scheme, FerieKonto, the parties agree that no changed consequences are intended for contributing uncollected holiday pay into the Building Group's Holiday Fund (Byggegruppens Feriefond) in [Article 52](#) of the collective agreement.

Art. 52 Professional holiday fund

1. To create greater opportunities for four members of the Fagligt Fælles Forbund - 3F (United Federation of Danish Workers) to take holidays, the organisation has established the Byggegruppens Feriefond (Construction Group 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 DIO III are obliged to pay uncollected holiday allowances to DIO III by 30 September.

For its own account, the United Federation of Danish Workers may require a state-authorised public accountant to check payment contributions via random sampling.

DIO III shall transfer the paid-in amounts to the Byggegruppens Feriefond (Construction Group Holiday Fund) by 15 November at the latest.

Art. 53 Payment for public holidays, floating holidays, days off for senior employees and childcare days

Special wage accrual scheme

1. The enterprise pays into the employee's special wage accrual scheme (formerly the public holiday and floating holiday account):

1 March 2022	12.90%
1 March 2024	14.70%

of the employee's holiday entitlement pay, including the collectively agreed sick pay. The special wage accrual scheme is used to pay public holiday holidays, floating holiday periods, childcare days, collective agreement days off, senior work-free days (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.

The holiday allowance of the special wage accrual scheme is included in the amount.

2. If the employee does not have at his/her disposal the whole contribution to the special wage accrual scheme in connection with his/her free choice, the enterprise shall continuously pay the remaining contribution of the excess, over and above 9.90%, 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 employees have been invited to make a choice.
3. The enterprise and employees may agree that the contribution to the special wage accrual scheme, in excess of 5.90%, can be paid on an ongoing basis along with the wages.
4. The enterprise and the employees may also agree for the amount deposited under the special wage accrual scheme account to be paid as a one-off amount.

Payment

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

Advance payment

6. The amounts of advance payments per day for adult employees are:

1 March 2020 DKK 1,300.00

1 May 2024 DKK 1.500.00

For pre-trainees (however, maximum full personal pay):

1 March 2020 DKK 700.00

1 May 2024 DKK 800.00

‘Public Holidays’ include:

New Year’s Day, Maundy Thursday, Good Friday, Easter Monday, Whit Monday, Common Prayer Day, Ascension Day, Christmas Day, Boxing Day, 1 May and Constitution Day.

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

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

Payment of advance payments

7. 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

8. Employees become entitled to the accrual scheme stipulated in sub-clause 1 and to the accumulation specified in sub-clause 6 immediately upon appointment.

However, no advance payments beyond the amount deposited under the special wage accrual scheme can be made unless this has been agreed. 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 6.

Balance

9. The special wage accrual scheme is made up each year along with the pay accounts for the 52nd pay week and together with the tax statement.

Any surplus in the special wage accrual scheme 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 special wage accrual scheme for the previous calendar year.

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

Resignation

10. When an employee changes his/her place of work, any surplus or deficit on the employee's individual account shall be settled upon resignation from the enterprise.

Work on public holidays

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

Special provisions regarding the special wage accrual scheme for posted employees

12. If the supplement is clearly stated in the employee's payslip, see the provisions of the collective agreement to this effect, or in a similar statement, a posting enterprise may omit to establish a special wage accrual scheme, but instead pay the contribution regularly as a pay supplement, including the payment for floating holidays not taken.

Death

13. In the event of death, the special wage accrual scheme shall become part of the deceased estate.

Guarantee

14. DIO III guarantees the special wage accrual scheme account under the same provisions as apply to holiday allowance if the employee only has a special wage accrual scheme to their credit upon leaving the enterprise.

Art. 54 Senior employee scheme

Accrual

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

Placement

2. The placement of senior work-free days or the change of weekly working hours shall, unless otherwise agreed, take place in accordance with the same provisions as apply to the placing of residual holiday entitlement.

Payment

3. The days will be taken without pay, but the employee can choose to have an advance amount paid from the special wage accrual scheme, subject to the amount being available in the account.

Senior employee scheme of 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. 55 Employees receiving state pension

To enable employees who are drawing their state pension to remain linked to the labour market by working to a limited extent or working occasionally, 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 their wages instead of being paid into the pension fund.

Art. 56 Provisions on holiday leave for posted employees

1. The provisions of [Articles 45-53](#) do not apply to posted employees, i.e. employees who normally perform their jobs outside Denmark and who are temporarily working in Denmark; cf. Act No. 849 of 21 July 2006 on the Posting of Employees.

Taking holidays

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

Payment of holidays

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

Alternatively, it may be agreed between the enterprise and the employees that, insofar as the relevant legislation allows, the enterprise shall pay compensation to the employee for the shortfall in holiday days, as well as the salary. 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 Section 6(1) of the Danish Posting of Employees Act that if the legislation otherwise applying to the employment is less favourable to the employee in respect of the number of holidays and the payment for such holidays than Sections 7, 23 and 24 of the Danish Holiday Act (the corresponding provisions of the new Holidays Act are Sections 5 and 16), the employer shall ensure that the employee is granted additional paid holidays so that the employee is placed in a position that is as favourable as that accorded by the above provisions. This means that if the holiday arrangement of the country of origin is less favourable than provided for by the Holiday Act, the employees may earn additional holidays and/or holiday allowance or

holidays with pay during their posting to Denmark in accordance with the provisions of the Holiday Act. Under the Holiday Act, employees are entitled to five weeks' holiday with payment at the rate of 12.5% of the annual pay in holiday allowance or with full pay during the holidays plus a supplement of 1% of the annual pay. The additional holidays and/or holiday allowance should not be granted pursuant to the provisions of the Holiday Act but in a manner that fits into the holiday provisions of the country of origin.

German enterprises

4. With regard to German enterprises affiliated with ULAK, the German construction sector's holiday fund under the social fund for the construction sector SOKA-Bau, the parties agree that no check should be made as to whether holiday allowance and special wage accrual scheme 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 provisions. According to the Danish-German holiday agreement, the above requires that a statement from ZVK-Bau has been submitted to the Danish trade union with the required gross list of employees.

Chapter 12 Cooperation

Art. 57 Shop steward rules

Election of shop steward

1. At each of the enterprise's production units and/or building sites with at least three employees, the employees shall elect a shop steward, from amongst themselves, to be their representative towards the enterprise or its representative.

If the number of employees is reduced to two or fewer after the shop steward has been elected, the shop steward job shall cease unless both parties want to maintain it. Shop stewards are not elected in workplaces with four or less employees unless requested by both parties.

Fewer individual employees may only participate in the election of one shop steward at the given production unit or building site, and may not be included in the eligible number of voters for more than one shop steward. Shop stewards can be elected for a maximum of two years. They may be re-elected.

Eligibility to be elected shop steward

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

Election of shop steward

3. The election provisions for the shop steward shall be such as to ensure that at the time of the election, all employees at the workplace or enterprise can participate in the election. The parties agree that a shop steward's election shall take place during working hours. Location and time to be agreed upon locally.
4. The election shall not be valid until it has been notified in writing to the enterprise, which is entitled to object to the election and is approved by the United Federation of Danish Workers.
5. Only employees who are members of the United Federation of Danish Workers have a voting right.

6. Apprentices may not be elected as shop stewards. Apprentices, including adult apprentices, 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.

Organisation

7. The parties agree to highlight that there shall be no barriers to the organisation of the enterprise and its employees and that this organisation can be facilitated by access to induction for new employees.

Professional updating of former shop stewards

8. An employee who ceases to be a shop steward after having functioned as such for a consecutive period of at least three years and who continues to be employed in 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, whether a need for professional updating exists and how the updating is to be completed should be clarified.
9. If no agreement can be reached, the employee is entitled to three weeks of professional updating. After having functioned as a shop steward for six consecutive years, the employee is entitled to six weeks of professional updating.
10. The employee receives pay pursuant to [Article 38, sub-clause 1](#), during the professional updating. It is a condition that the training and education are eligible for statutory compensation for loss of wages. The compensation for loss of wages accrues to the enterprise.
11. Support for professional updating may be granted from the Bygge- og Anlægsbranchens Udviklingsfond (Construction and Civil Engineering Sectors' Development Fund).

Spokesperson

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

Local agreements in the absence of an elected shop steward

13. If no shop steward has been elected, local agreements that do not deviate from the collective agreement may be concluded subject to acceptance by more than half of the employees to be covered by the local agreement. The agreement must be written and may not comprise agreements on performance-related pay subject to [Chapter 8](#).

The agreement shall be notified to the union within 14 days of the conclusion of the agreement.

Where the number of employees who are or will be covered by an agreement entered into under this provision increases by 100% or more in relation to the number of employees covered by the agreement at the initial time the agreement was concluded, a majority of the employees who are covered by the agreement at the time of termination may terminate the agreement by giving two months' notice to expire at the end of a month.

Shop steward duties

14. Shop stewards have a duty towards their organisations and enterprises to make all efforts to ensure and facilitate good cooperation at the workplace. However, in the performance of the duties incumbent upon him, he is not allowed to unnecessarily neglect his work, and it should also be a rule that any shed meetings convened should as far as possible be held outside working hours. The fulfilment of the shop steward's duties must not impose expenses on the enterprise unless such expenses are a direct consequence of instructions given by the enterprise.

Exceptions to the above are that the shop steward shall have the opportunity to meet with new employees during working hours. The objective of the meeting is to provide information about the shop steward's collaboration with the enterprise and the option of joining the organisation. A meeting may, for instance, be set up in connection with an induction day for new enterprise employees, when an enterprise has recruited a certain number of new employees, or at established intervals.

Shop steward responsibilities

15. When requested by one or more of their colleagues, the shop steward shall submit complaints or recommendations to the enterprise on their behalf, provided that the matter cannot be settled satisfactorily

by the representative of the enterprise at their work location. If negotiations between the employees and the enterprise or its representative with respect to the general provisions of the present collective agreement on prices and rates for carrying out work do not lead to an agreement, the shop steward may be asked to participate in the negotiations. If such negotiations fail to bring satisfactory results, the shop steward is free to request their organisation to take care of the matter, but the shop steward and their colleagues are obliged to proceed with their work undisturbed.

16. For the purpose of supporting his/her colleagues in the best possible way when pay and wage agreements are made under [Article 18](#) of the collective agreement, the shop steward may request information about the enterprise's productivity, competitiveness, financial situation and outlook, including order book, market situation and output ratio.

Dismissal of a shop steward

17. An enterprise is entitled to dismiss a shop steward like any other employee, but at the same time, given the circumstances of the matter as a whole, it should be clear to the enterprise that it should not take such a step without having compelling grounds for doing so, just as it is obvious that the fact that an employee acting as shop steward should not be a reason for impairing the employee's position. Please also refer to [Article 8](#) of the General Agreement.

Art. 58 Health and safety representative

1. The election of health and safety representatives shall be in accordance with the pertinent legislation.
2. Employees enrolled for the health and safety training course must have commenced the training within one month of their enrolment.
3. Apprentices cannot be elected as health and safety representatives during the education and training period.

Art. 59 Continuing education and training of health and safety representatives

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

Shop stewards are entitled to participate in these courses within the first 18 months after being elected. In agreement with the enterprise, the health and safety at work 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 training and education provided for by legislation.

Art. 60 Cooperation

Works council

1. Enterprises with an average of 35 employees over the past year can set up a works council if the management or a majority of the employees so wish.
2. If the number of employees falls below 35, the management or a majority of the employees can request the works council to be wound up at one year's notice.
3. Although, under the provisions of the Cooperation Agreement between DA, the Danish Employers' Confederation organisation, and LO, the Danish Federation of Trade Unions (now FH), several works councils may be set up in the same group, the parties have agreed that if agreed between the enterprise and the employee representatives, a group works council can be established as the only works council in the group.
4. If the group has a senior shop steward, the senior shop steward is the ex-officio deputy chairman of the group works council. If the group has no senior shop steward, the deputy chairman of the group works council shall be elected from among the shop stewards in the group.

Collaboration committee

5. DIO III and the unions within the Federation of Building, Construction and Wood Workers' Unions (BAT) have set up a collaboration committee.
6. The collaboration committee is tasked with handling information and advisory services for enterprise managements, employees and the works council to promote cooperation.
7. The collaboration committee deals with cases involving breach of the cooperation agreement and seeks resolution before resorting to the Cooperation Board between DA and LO (now FH).

Art. 61 Cooperation and working environment
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1. Good cooperation between the management and the employees of an enterprise is an important factor for boosting the productivity and competitiveness of the enterprise as well as the employees' job satisfaction and development possibilities.
2. All employees who are subject to the collective agreement shall pay a contribution per working hour.
From the start of the pay week that includes 1 May 2020, the contribution per work hour amounts to DKK 0.55
From the start of the pay week that includes 1 May 2023, the contribution per work hour amounts to DKK 0.65
3. By agreement, the contributions will be used for joint campaigns and activities in the occupational health and safety at work field, for the establishment and maintenance of measures in this field and for activities intended to promote cooperation between enterprise management and employees.

Chapter 13

Training and education

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

Purpose

1. The organisations establish the Construction and Civil Engineering Sectors' Development Fund, the purpose of which is to support the participation of employees in continuing training and education.
2. Contributions to the Construction and Civil Engineering Sectors' Education and Training Fund, cf. [Article 65](#), are part of the Construction and Civil Engineering Sectors' Development Fund.

Time off for education and training

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

The employee is entitled to accumulate training and education weeks so that they can be transferred from one year to the next without lapsing. However, not more than 6 weeks may be requested to be taken within one calendar year.

4. 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 by agreement with the enterprise, the employee is entitled to participate in training and education according to the training and education plan.
5. In connection with a job change to another enterprise within the scope of the collective agreement, the employee may participate in education and training in accordance with their personal education and training plan taking into account the operations of the enterprise.

Use of funds

6. The fund may, for example, be used for the financing of:
 - Skills assessment
 - General and professional training and continuing training and education
 - Improving literacy and numeracy skills
 - Campaigns targeting training planning in the enterprise
 - Administrative costs connected with training activities

Contribution

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

Management and administration

8. The organisations establish a new – or use the services of an existing – administration enterprise to manage the contributions paid.

Detailed guidelines are laid down in statutory instruments drawn up by the parties.

Applications

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

Disagreements

12. If the United Federation of Danish Workers or DIO III assesses that the Construction and Civil Engineering Sectors' Education and Training Fund is not functioning as intended, the issue may be taken up for discussion by the board of directors.
13. Specific disagreements may be settled by the industrial disputes procedure; cf. [Article 69](#). However, disagreements may not be forwarded to industrial arbitration.

Art. 63 Education and training scheme

1. The parties shall establish an education and training scheme with the aim 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.
 - Contributing to the funding of the technical committees and continuing education and training committees.
 - Financing education and training, training and industrial policy activities.
 - Developing and maintaining a pricing system.

DIO III and the United Federation of Danish Workers, 3F

2. The organisations shall pay the amounts fixed by the organisations.

Other enterprises

3. For enterprises or organisations that are not members of DIO III, but which are subject to one or more of DIO III's collective agreements with the union, a contribution of DKK 0.50 per work hour is paid quarterly in arrears to employees of the enterprises.

Exemption from contribution

4. Enterprises organised under the Confederation of Danish Employers or the Cooperation do not pay the above contribution.

For the establishment and operation of the education and training fund, see separate protocol.

Art. 64 The mason's labourers' education and training

According to the basis of the agreement of 2 July 2019, the mason's labourers' education and training is part of the collective agreement. For the basis of the agreement, see [Annex 6](#).

Art. 65 Education and training fund

Mason's labourers

1. With the aim of developing education and training in the field of building and construction, with a view in particular to ensuring that the future building and construction industry has manpower with sufficient technical and professional qualifications, including the development and testing of education and training courses that do not yet exist as basic or continuing education and training in the traditional system of education, the parties to the collective agreement have established an education and training fund.
2. The fund is financed by payment by the enterprises covered by the collective agreement of an amount equal to DKK 0.20 per hour for the staff employed in the enterprise.
3. It is agreed that the fund's statutory instruments will be amended in order to allow enterprises to receive subsidies for the continuing education and training of their employees.
4. The fund shall follow the term of the collective agreement, however, each of the parties may be terminated independently at six months' notice up to the expiry of the life of the collective agreement, but not before 1 March 2025.

Art. 66 DA/LO Development Fund

DKK 0.47 is charged per work hour for the DA/LO Development Fund.

Chapter 14

Appointment and dismissal

Art. 67 Appointment

1. Upon appointment, an employee cannot be paid less than for a full day.
2. The aim is to ensure that employees are appointed at the beginning of the working hours on Monday.

Art. 68 Dismissal

Termination of work

1. In the case of hourly paid work, the working conditions can normally only be terminated at the end of a working day and the employee shall be notified within 2 working days (see also sub-clause 4). The hourly wage due is paid on the next day of payment.

Termination during periods of sickness and injury

2. Employees who, through no fault of their own, suffer injury at work done for the enterprise or an occupational sickness which is clearly a result of the work done for the enterprise concerned, cannot be given notice of termination during the first eight weeks of the period of documented incapacity for work caused by such injury.
3. Employees with 4 months of seniority 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.

Time off in connection with dismissal

4. 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 time off with pay for up to two hours in order to seek advice from their unemployment insurance fund/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.

Cancellation of notice

5. The notice period for the enterprise shall lapse in the event that the normal performance of the work is being prevented or hampered by other workers' work stoppage or by lockout.

Proof of amount due

6. Employees dismissed by the enterprise or its representative, regardless of whether they have worked under a piecework scheme or with an hourly wage, shall, at the time of their dismissal, have proof of the hours they have worked with hourly wages or possible piecework, for example, time sheets.
7. In the event of temporary layoff during continual piecework, the employee is not obliged to return and complete the piecework if other work has been started during the layoff and the enterprise has been informed thereof.

The foregoing shall also apply to other temporary layoffs under the collective agreement.

Chapter 15

Procedure for the Settlement of Industrial Disputes

Art. 69 Industrial disputes

Local negotiation

1. If an industrial dispute occurs at an enterprise within the scope of the collective agreement, attempts may be made to resolve it locally between the parties at the enterprise or at the workplace.
2. If so requested by the employees or the enterprise, a representative of the organisations may assist with the negotiations.
3. If agreement is not reached by local negotiation, the matter may be dealt with at a local arbitration meeting.

Local arbitration

4. Local arbitration means mediation by representatives of DIO III and the United Federation of Danish Workers in each city or area.
5. A mediation meeting shall be held if one of the parties so requests.
6. Local arbitration refers to all disputes between the individual enterprise and its employees regarding disagreements concerning payment and other internal matters under this collective agreement and related price lists/schedules of wages as well as other agreements between the organisations.
7. A mediation committee of 4 members shall be established, two of which shall be elected by DIO III and two by the United Federation of Danish Workers. If DIO III and the United Federation of Danish Workers agree, the mediation committee may consist of one representative from each organisation.
8. The respective organisations shall arrange for the representation of their representatives in the mediation committee.
9. As a general rule, the members of the committee shall be elected by and among the local representatives of the parties.
10. In the event of disagreements on industrial issues, a member of the mediation committee shall be trained in the trade in question or, in the case of the United Federation of Danish Workers, 3F, have knowledge of the trade.

11. If a mediator is a direct party to a case, the mediator shall, by such a procedure, give his/her seat in the committee and be replaced by a deputy. A case for mediation shall be submitted and handled by DIO III/the United Federation of Danish Workers within whose area the relevant work location is located.
12. When the United Federation of Danish Workers and DIO III on behalf of a member request that a disagreement be submitted to the mediation committee, the request shall be sent in writing to the opposing local organisation with information on the subject of the disagreement. The recipient shall acknowledge receipt of the mediation request to the United Federation of Danish Workers and DIO III within 5 working days.
13. When either DIO III or the United Federation of Danish Workers duly submits a request for mediation, the committee may be required to be convened to deal with the matter within 10 working days of the request being received by the other party.
14. If the committee's enterprise or employee representatives request that the committee should check the work which the issue concerns before it is considered, such a request shall be met.
15. For the handling of a case, either DIO III or the United Federation of Danish Workers shall convene the parties to the case or their representatives for presentation of the case. The committee shall be entitled to receive all information relevant to the assessment of the case.
16. One of DIO III's representatives in the committee shall lead the meeting and keep the protocol and ensure that the deliberations of the committee are conducted without interference from any other party. If the committee agrees on a decision, such decision shall be binding on the parties and cannot be appealed to any other body. The protocol shall be signed by all members of the mediation committee.
17. If the disagreement cannot be settled by local arbitration, a request may be made to have it considered by an arbitration tribunal established by the undersigned organisations. Mediation between the organisations may be held if agreed and the matter has been forwarded to the opposing organisation within two months of the local arbitration meeting.

Organisation mediation

18. Any disagreement reported to the organisations after the parties have failed to settle the matter by local arbitration may, cf. sub-clause 14, may be sought settled by arbitration between 1 representative of DIO III and 1 representative of the opposing associations. The opposing organisation shall acknowledge receipt of the request for mediation within seven working days.
19. In cases dealing with industrial matters, a member of the organisation mediation committee shall be trained in the trade in question, in the case of the United Federation of Danish Workers, 3F, have a knowledge of the trade.
20. Mediation shall take place where the disagreement has arisen unless the parties agree to disregard this. The organisation mediation is headed by the representative of DIO III. The parties may be summoned. If the two representatives agree on a decision, the decision shall be binding on the parties and shall not be subject to an appeal to any other body. If no agreement is reached, the case may be referred to arbitration. An application for the continuation of the proceedings shall be forwarded to the opposing organisation within two months of the organisation mediation. The representatives of the organisations that have participated in local arbitration cannot also take part as mediators.

Adaptation negotiations pursuant to [Article 3](#)

21. 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 DIO III that the provisions of the collective agreement have been adhered to.

DIO III shall present the documentation to the trade union upon request.

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

If, in the course of negotiations, it is ascertained that the provisions of the collective agreement have not been observed, DIO III approaches the enterprise with a view to ordering it to rectify matters. DIO III sends a copy of the letter to the union, and if matters are not

rectified without delay, the union may bring the case before the Danish Labour Court.

Arbitration

22. No disagreement may lead to work stoppages, but must be resolved by arbitration if it is not possible to resolve the matter through local arbitration, organisation mediation or negotiation between the organisations. The deadline for bringing a disagreement forward from local arbitration to arbitration is 2 months.
23. The organisations shall set up a court of arbitration for which DIO III elects 2 and the opposing association(s) 2 members. A member representing both the employee and the enterprise must have been trained in the trade or, in the case of the United Federation of Danish Workers, 3F, have knowledge of the trade. For each calendar year, the organisations shall jointly elect an industrial umpire for each professional field and a legal umpire and, possibly, alternates for the same trade. They may be re-elected. However, the legal umpire may be elected ad hoc. The trade unions and any alternates shall be trained in, or have a thorough knowledge of, the respective trade. Neither the industrial umpire nor the legal umpire nor their alternates may make a living from the trade or be members of any of the organisations with a vested interest. If it is not possible to achieve consensus between the organisations regarding the choice of arbitrators or deputies, the Chairman of the Danish Labour Court will be asked to appoint these.
24. Industrial matters shall be dealt with by the industrial umpire, and legal matters by the legal umpire. Industrial matters normally refers to matters regarding price list/schedule of wages or matters relating to other interpretation of prices, and the of legal matters normally refers to matters relating to other collective agreement issues. Failing agreement about whether an issue shall 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 on the case.
25. When one of the organisations requests a case, the Court of Arbitration shall meet within one month. Each organisation shall convene its party to the proceedings.

26. One of the representatives of DIO III shall convene the Court of Arbitration in agreement with the umpire and the opposing union representatives, and shall chair the meeting.
27. Ten working days at the latest prior to arbitration before the arbitration tribunal, the plaintiff organisation shall submit a written case presentation containing the case files to be presented at the arbitration meeting to the counterpart and the umpire. Similarly, the respondent organisation shall submit its points of defence and any annexes not later than five working days before the arbitration proceedings, to the opposing party and the umpire.
28. The case shall be settled by a simple majority of votes between the four arbitrators, but where a majority of votes is not reached, the umpire shall give an award. If it is considered appropriate and the content of the case so requires, the umpire may submit a reasoned award in writing. If the case is settled by a simple majority of votes between the 4 arbitrators or if the umpire issues an on-the-spot award, a protocol shall be drawn up of the case under consideration and its decision. The protocol shall be signed by the members of the Court of Arbitration and by the umpire. If the umpire issues a written award, such award shall be sent to DIO III and the respective federation as soon as possible after the arbitration meeting. Decisions, whether taken by majority vote or by award, shall be binding on the parties.
29. If either of the organisations refuses to allow a case to be decided by arbitration, citing that it does not relate to the interpretation of an agreement existing between the parties, either of the organisations may appeal the issue of the legitimacy of the refusal to the Danish Labour Court via either the Confederation of Danish Employers or the Danish Trade Union Confederation.
30. The costs of the activities of the Court of Arbitration shall be borne by the parties to the collective agreement in force at any time between the parties.

Organisation negotiation

31. If the organisations agree, before submitting a case to the Danish Labour Court or settlement by arbitration, it should be dealt with at a meeting between the organisations. Such a meeting shall be held within one month of the request, unless otherwise agreed by the

parties. Similarly, the notice for the continuation of the case shall be extended accordingly.

Time limits

32. If the claimant fails to observe the above-mentioned time limits, the complainant has lost the case and the right to proceed with the issue in dispute. The above may only be derogated if a written agreement has been signed between the organisations.

Payment following mediation and arbitration

33. Amounts due for payment in accordance with mediation or the arbitration award shall be paid on the proximate payday but at the earliest five working days after the parties to the case have been sent and have received the award and the distribution list.

Art. 70 Settlement of industrial disputes involving summary dismissal
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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 industrial arbitration.
3. In situations in which resolution of the case by means of industrial arbitration has been requested, the respective parties may also request an organisation meeting and/or a negotiation meeting, as long as holding such a meeting is possible without rescheduling the industrial arbitration.
4. The organisation desiring the case to be referred to further proceedings shall, no later than ten working days of the date of the mediation meeting/organisations meeting, file a written request for industrial arbitration.

This time limit may be derogated from by agreement.

Art. 71 Foreign employees' pay and working conditions

Introductory provisions

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

Organisation meeting

6. If the union proves circumstances which give reason to assume that the provisions of the collective agreement have been violated, e.g. if the union has tried to contact the enterprise without success, the enterprise shall immediately communicate with DIO III. Similarly, DIO III must immediately communicate with the trade union.
7. Such approaches shall result in an organisation meeting being convened immediately 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 shall be 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 organisation meeting, the onus is on the subcontractor to prove compliance with the provisions of the collective agreement.
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 organisation meeting, it must be submitted to the union no later than 72 hours after the organisation meeting.

10. If the claim concerns a single employee, the disclosure of background information relating to such employee requires their 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 on whether the provisions of the collective agreement cannot immediately be reached during 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 DIO III, the tribunal shall comprise representatives of the enterprise and the trade union.
15. Based on the information submitted, the Court of Arbitration decides in its award whether the provisions of the collective agreement have been observed and – to the extent possible – determines any additional amount due to be paid.
16. If the organisation meeting or the arbitration conclude that the provisions of the collective agreement have not been observed, DIO III is

obliged to communicate with the original principal with a view to the latter contributing to the resolution of the matter. DIO III shall inform the trade union hereof.

Briefing the unions

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

Confidentiality

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

Art. 72 The Danish Labour Court

In the event of an alleged breach of the provisions of the collective agreement, a joint meeting with the participation of the Confederation of Danish Employers and the Danish Trade Union Confederation shall be held before the case is brought before the Danish Labour Court.

Art. 73 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. 74 Work stoppage and refusal due to health and safety matters

1. The provisions of the collective agreement do not limit the employees' right to participate in work stoppages without prior mediation or arbitration subject to 'Standard procedure for the settlement of industrial disputes'.
2. In this connection, reference is made to Article 17, sub-clause 2 of the Standard Procedure which states that in the event of a health and safety hazard, the employee is entitled to stop the work.

Chapter 16

Ovenproof and fireproof work

Art. 75 Ovenproof and fireproof work

DIO III and the United Federation of Danish Workers agree that this section is joint work for members of the United Federation of Danish Workers' Building Group, and that the collective agreement for masonry work and building and construction work, respectively, specifies the conditions for the execution of kiln masonry work, unless exceptions are provided for in this section.

Work on baking ovens, steam boilers, central heating boilers, retorts, industrial ovens, etc. is paid in accordance with the following rules.

The scope of the work is subject to agreement before the start of the task.

Normal working hours

1. The normal effective working hours are 37 hours per week. The weekly working hours shall be distributed over the first five days of the week. Normal working hours start at 07.00 a.m. 2 half-hour breaks are taken per working day.

The meal breaks are placed according to the needs of the employees and the enterprise.

The enterprise and the employee can agree that only one meal break is taken per day. In so far as the enterprise and the employees agree and both the local enterprise and the union departments are informed, the working hours can be changed within 06.00 a.m. to 06.00 p.m. when the number of daily working hours is respected.

In such cases, no overtime premiums shall be paid.

Overtime/work on Sundays and public holidays

2. Refractory bricklayers shall be willing to perform overtime work when deemed necessary by the enterprise. Overtime work is calculated from the end of normal working hours to the beginning of normal working hours and is paid for the first 3 hours with a supplement of 50% and for subsequent hours with 100% calculated based on the minimum hourly wage excluding tool allowance. Of the 3 hours mentioned, 1 hour can be placed immediately before the start of normal

working hours. Sundays and public holidays and Saturdays are paid with a 100% supplement based on the minimum hourly wage excluding tool allowance. Besides overtime and working on Sundays and public holidays, employees will be given a half-hour meal break for every full 3½ hours of work with no deduction from the payment, including a half-hour meal break just after the end of normal working hours if the overtime is to extend over more than one hour.

Pay conditions

3. From the start of the pay week that includes 1 May 2023, the minimum wage is as follows:DKK137.90

Refractory bricklayer supplement per hour DKK 69.25

Minimum wage including refractory bricklayer supplement..... DKK207.15

From the start of the pay week that includes 1 January 2024, the minimum wage is as follows: DKK142.40

Refractory bricklayer supplement per hourDKK71.65

Minimum wage including refractory bricklayer supplement.....DKK214.05

The enterprise will provide the necessary tools. If not, a tool allowance will be paid.

As of 1 may 2023, the tool allowance per hour isDKK 3.25

As of 1 January 2024, the tool allowance per hour is ..DKK3.35

These rates will be increased with effect from the pay period in which the said dates fall.

The enterprise will supply workwear free of charge.

The enterprise supplies personal protective equipment in accordance with environmental legislation.

New ovens are carried out as piecework. Where prices are not in the prevailing schedule of wages, a negotiation shall take place in accordance with the terms of the collective agreement. If the Parties agree, work on new ovens may be paid as an hourly wage.

Scheduled increments

4. If the ovens are heated to between 30 and 50 degrees, a 30% supplement is paid calculated based on the minimum wage. Other pay

and working conditions will be agreed in writing between the enterprise and its employees, supplements, etc. such as:

- Pneumatic hammer supplement
- Spray supplement
- Sand blow-by increments
- Asbestos surcharge
- Driving, fermentation and overnight accommodation
- Travel allowance

Chapter 17

Equal Pay Board

Art. 76 Equal pay board

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

Overall framework

The equal pay board is established on the basis of the model used for the Danish Board of Dismissals.

1. The Board will examine cases regarding the interpretation and understanding as well as violations of the provisions of the Danish Equal Pay Act (ligelønsloven) and the manner of their implementation in the collective agreement. Matters concerning implementation agreements must be brought before the Board, unless they are covered by the provisions of Articles 11, sub-clause 2, and 22, sub-clause 1 of the Labour Court Act
2. The Board primarily has to be able to decide on disputes concerning the central provisions of the Act, namely Article 1, sub-clauses 1-3, and Article 3.
3. 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 disputes in the form of disagreements regarding breaches or interpretation of the provisions may be brought before the Board.
4. The parties agree to strive to establish a unified system of sanctions.
5. Where a particular matter includes aspects relating to breaches and interpretations of the equal pay provisions and other elements of the collective agreement at the same time, the Board may also address these additional elements of the collective agreement. 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.
6. Cases may not be submitted to the Board until the ordinary negotiation channels in the industrial law system have been completely

exhausted. This implies that local negotiations, the mediation meeting and the organisation meeting have all been held. Furthermore, the Board must hold a preparatory meeting similar to the type of meetings with the Danish Board of Dismissals.

7. The parties to the collective agreement agree that the time limits that apply to the dispute resolution procedure of the Danish Board of Dismissals are not expedient for the handling of equal pay cases which often involve many facts that need to be examined. It has, therefore, been agreed that it is appropriate to set other time limits that will better balance the need for a quick decision and due consideration of a proper statement of the cases.
8. In that case, a board of this type will be established in accordance with the above guidelines, with the necessary adaptations.

Chapter 18

Other provisions

Art. 77 Workwear

Workwear

1. For employees with more than 3 months of employment, the enterprise shall provide 1 set of standard workwear twice a year at the enterprise's choice. The workwear shall be of the usual and good quality and shall be chosen taking into account the nature of the work carried out in the enterprise.
2. The provision of workwear can be part of an annual cycle determined by the enterprise.
3. The workwear provided is the property of the employee and the employee is obliged to maintain it.

Work gloves

4. Where deemed necessary, the enterprise will provide work gloves. However, gloves will always be provided for scaffolding work.

Art. 78 Pilot schemes

1. Subject to the approval of the organisations and by local agreement, pilot schemes may be agreed which deviate from the provisions of the collective agreement to supplement and deviate from the working hour provisions of the collective agreement.
2. In case of pilot schemes involving prolonged working hours, it may be agreed that pension contributions and the special wage accrual scheme for working hours in excess of 37 hours per week should be converted into a supplement to the individual employee's wages.

Art. 79 Electronic documents

1. The enterprise may submit any other documents regarding past or present employment via available electronic means of communication such as 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 notification period, employees who are unable to collect the documents electronically will be provided with them upon application to the enterprise.

Art. 80 Temporary work

Where the temporary work agency is a member of DIO III

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

Where the temporary work agency is not a member of DIO III

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 works executed at a member enterprise within the industrial scope of a collective agreement are governed by the stipulations of such applicable collective agreement if they are performed by an employee or another person who acts under the managerial authority of the member enterprise, e.g. a temporary worker, as opposed to an employee who has been sent by a subcontractor and acts under the managerial authority of the subcontractor.

4. DIO III acknowledges that the provisions of the relevant collective agreement apply to the workers sent to the member enterprise by a temporary work agency to perform work within the industrial scope of

the collective agreement during the whole period in which such temporary agency work is performed.

The above provision does not apply if the temporary worker has been sent by a temporary work agency that – through its membership of another organisation of employers within the Confederation of Danish Employers – is covered by a collective agreement which applies to the work in question.

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

5. A temporary worker who performs work for a temporary work agency at a member enterprise cannot be covered by the rules of PensionDanmark's pension scheme if the temporary work agency is a member of another organisation within the Confederation of Danish Employers and through this is covered by a pension scheme under a collective agreement.

Other matters:

6. Each temporary worker who performs work within the professional scope of application of a collective agreement accrues the 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 declares that it is not expedient for temporary workers in an FH federation union to change trade unions during short-term temporary work.

Art. 81 Circumvention of the collective agreement
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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 will not be regarded as a circumvention of the collective agreement if two or more enterprises enter into an agreement for the provision of specified works on the principles of actual cooperation between independent enterprises or if a subcontractor or a specialised enterprise takes on employees for the provision of such works.
3. Disagreements about the circumvention of the collective agreement can be dealt with according to applicable industrial dispute provisions.
4. When assessing whether there is a circumvention of the provisions of the collective agreement, the guideline is whether the self-employed person:
 - exercises the managerial prerogative when carrying out the work
 - is liable for the quality of the works
 - has liability for the financing
 - bears the financial risk of the job

Art. 82 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 to the provisions of the collective agreement to make a contract of employment conditional on the employees' entering into such agreement.

Art. 83 Winter construction

General

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

- Government Order No. 477 of 18 May 2011 on Building and Construction Works in the Period 1 November to 31 March.

- Government Order no. 2107 of 24 November 2021 on Building and Construction Work pursuant to Section 30(2) (stationary work locations), and Section 30(3), (coverings) of the Danish Working Environment Act.
- In the case of minor construction projects lasting more than three working days and being carried out during the period 1 October to 30 April, winter measures shall be implemented unless doing so would be obviously unreasonable or inappropriate.

When applying winter measures, a distinction shall be made between:

A. Seasonal and weather-related winter measures

Seasonal winter measures are based on the enterprise's specifications. Weather-related protective winter measures shall be implemented on the basis of the instructions for the project, which generally have to be prepared by the building contractor.

When the description of the project or the building site plan indicates or should indicate that winter measures must be carried out, employees must be willing against payment to carry out, maintain and, when appropriate, remove the winter measures in Chapter 2 of the guide to the Winter Order, and Section 11(2) of the site notice according to the enterprise's instructions. The duties of the employees also apply to seasonal and weather-related winter measures which are not stated in the project description or building plan because the work is carried out in accordance with the trial arrangements in Article 6 of the Winter Executive Order.

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

B. Collective agreement-related winter measures

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

- The winter construction measures requirements for the relevant work contained in the project description/site plan render the below-mentioned measures superfluous, or
- it is established that circumstances beyond the enterprise's control make it impossible to effect one or more of the measures, or

- There is an agreement between the enterprise and the employees employed on the work in question that one or more of the measures can be dispensed with in the present case as long as any such agreement does not contravene the building contractor's instruction relating to liability for execution of the measures.

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

The enterprise will set up artificial lighting in its field (of activity) where this is necessary for the safe execution of the work.

The enterprise ensures that its own water supply is protected against the consequences of frost, which is necessary for the execution of the work.

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

Masonry Work

1. The enterprise shall provide dry bricks and ensure that they are kept dry.
2. On scaffolding, bricks and completed masonry shall be covered against rain and snow each day at the end of the working day. It is the responsibility of the enterprise to ensure that the necessary materials are delivered on site. The laying and removal of the covering material on the masonry is the responsibility of each worker, while the enterprise shall ensure the laying and removal of the covering material on bricks.
3. The enterprise shall provide and ensure frost-free (usable) mortar.
4. Workers are obliged to scrape down the tubs, pour water in or cover them with winter mats or other materials when delivered on site. In addition, the workers shall sweep (clean) the surface of the masonry itself of any snow before continuing masonry work.

5. For external work, material is provided for the protection of workers against wind. It is the responsibility of workers to hang, move and take down the windbreaks.
6. Deviations from the provisions in this section may, however, be made in cases where the circumstances cause their implementation to be deemed unreasonable.

Mason's labourers' work

7. Bricks that are normally delivered on pallets shall be placed appropriately on a stable and level surface of boards, concrete surfacing or similar, above the existing terrain.
8. The stacks of brick shall be covered so that they are essentially shielded from snow and rain.
9. Mortar must be made frost-proof.
10. The necessary daily work of mixing antifreeze in mortar and concrete, the installation and removal of covering material, other than masonry, is the responsibility of the employees and is included in the prices. See the schedule of wages with regard to applying and removing covers.

Settlement of industrial disputes

Any disagreements relating to collective agreement winter measures and all payment issues shall be dealt with in the usual manner in accordance with the procedures for settlement of industrial disputes. The scope of protective winter measures (A) cannot be dealt with under the industrial disputes procedure.

Refer to the table of seasonal and weather-related measures, based on the guideline from the Danish Enterprise and Construction Authority (EBST), [Annex 9](#).

Art. 84 Duration of the collective agreement

The present collective agreement will enter into force from 1 March 2023 and shall apply between the parties to the collective agreement until it is terminated in writing according to the rules applying from time to time to expire on 1 March, but not before 1 March 2025.

Copenhagen, 7 March 2023

Fagligt Fælles Forbund - 3F
(The United Federation of Danish Workers)

DIO III

Claus von Elling

Niels Grøn

SECTION 2 – APPRENTICES

Art. 1 The daily working hours

1. The number of daily and weekly working hours (including days off) and the arrangement of working hours are the same as those applied to journeymen/adult employees in the same enterprise.

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

Floating holidays

2. The five floating holidays to which apprentices are entitled are paid when taken at the rate of the agreed apprentice pay.

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

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

Apprentices who commence or finish an apprenticeship relationship qualify for a half-day floating holiday per month of employment up to a maximum of five floating holidays per calendar year.

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

Apprentices receive compensation for floating holidays not taken.

Art. 2 Apprenticeship

See the government order on training and education for the trade concerned.

Art. 3 Pay

1. The normal hourly wage for apprentices is as follows from the beginning of the pay period which includes:

01.05.2023

01.01.2024

1st pay scale point	DKK 80.25	DKK 83.05
2nd pay scale point	DKK 97.55	DKK 100.95
3rd pay scale point	DKK 109.25	DKK 113.10
4th pay scale point	DKK 128.80	DKK 133.30

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

EUX apprentices

Training agreements concluded before 1 August 2020

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

Training agreements concluded after 1 August 2020

EUX apprentices follow the collective agreement for trainees of the trade concerned, however, so the pay is governed as follows:

- Regardless of the start date, wages are adjusted retrospectively
 - from 1 February for apprenticeship tests ending on the last Friday of September in the final year

- and from 1 August for the test for completed apprenticeship ending on the last Friday of the following March of the year of completion
- The retroactive adjustment is made at one year for the 4th, 3rd and 2nd pay bands, accordingly. 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 and the last Friday in September in the final year or 1 August and the last Friday of the following month of March in the final year is paid at the minimum rate/minimum hourly wage for journeymen/adult employees in force from time to time under the relevant collective agreement.

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

<p>Art. 4 Adult apprentices</p>

1. In the event that an enterprise wishes to receive the special rate of reimbursement for adult apprentices paid by the Employers' Reimbursement Scheme (AUB), two special conditions must be met:
2. The adult apprentices must be at least 25 years of age when the training and education commence.
3. During the course of training, the wages shall be at least the minimum rate of payment of the trade.

<p>Art. 5 Apprentices' participation in journeymen's piecework</p>
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Where apprentices and adult apprentices participate in piecework, reference is made to the provisions applying to journeymen/adult employees.

Art. 6 Pay and employment conditions

Payment of wages

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

Pregnancy examinations

2. Apprentices are entitled to time off according to the same rules as those applying to other journeymen/adult employees in the relevant trade at the pay rate applying to the apprentice in question but not exceeding the maximum rate applying to journeymen/adult employees.

Maternity/paternity pay

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

Child's first sick day

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

Periods in school

5. During periods in school, apprentices are paid at the rate of pay applying to the apprentice in question.

Appearance before a draft board

6. When the apprentice is to appear before a draft board within normal working hours, the apprentice is paid wages for the time spent.

Health scheme

7. Apprentices are covered by the same health scheme as applies to adult employees.

Art. 7 Special wage accrual scheme

Special wage accrual scheme

1. In the case of apprentices employed under the collective agreement, a special wage accrual scheme shall be established to which the employer shall pay the following amount from the holiday qualifying pay from the beginning of the pay week which includes:

including 1 March 20223%

including 1 March 20245%

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. Subject to agreement, the amount may instead be paid into the apprentice's special wage accrual scheme, provided that such a scheme has been established under the provisions of the collective agreement.
3. Upon resignation, the balance is paid to the employee together with the final wages.

Art. 8 Pension

1. Apprentices will be covered by the pension scheme when they attain the age of 18 years (until 1 September 2020, 20 years) and have accrued six months' paid work.
2. Rates of contribution to the pension scheme are shown in [Chapter 9, Article 37](#).

Art. 9 Insurance benefits to apprentices

1. Apprentices who are not already covered by an occupational pension or insurance scheme shall be entitled to the following insurance benefits during their apprenticeship:
Ongoing pension for early retirement pension (annual)

DKK33,000

One-off payment in the case of critical sickness.....DKK 100,000

Lump sum death benefitDKK 100,000

PensionDanmark's health scheme

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

Art. 10 Workwear

1. Apprentices 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 workwear shall be of usual and good quality.

Art. 11 Safety footwear

The enterprise provides safety footwear for the first time at the start of the education and training programme and during the subsequent apprenticeship according to the same rules as those applying to journeymen/adult employees.

Art. 12 Tools

1. Apprentices in the masonry profession will be given tools by the school at the start of the education and training according to the tools list determined by the Masonry Trade's Joint Professional Committee.
2. The tools are paid for and maintained by the enterprise.

3. If the apprentice changes his/her place of education and training (education and training agreement), the tools shall be the responsibility of the enterprise with the training agreement .

Art. 13 Travel allowance

Trainee period

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

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

2. Where the apprentice performs work requiring the apprentice to work away from the usual place of work and work requiring the apprentice to be away from his/her home overnight, payment is made in accordance with the same rules as apply to journeymen/adult employees.

Periods in school

3. Where an apprentice's total journey to and from school is 20 km or more, compensation for their 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 vocational training school and back to the place of residence, lodgings or place of training.

4. It is a condition for receiving the travel allowance that the apprentice could not attend classes at a school situated closer to the apprentice's place of residence or place of training than the school attended.
5. Public transport must be used to the widest extent possible. If the use of such means of transport would cause unreasonable inconvenience to the apprentice concerned, the trainee may use their own means of transport.
6. If public transport is used, compensation for the actual expenses paid will be paid. The least expensive and most efficient method of transport shall be used, taking local conditions into account, and wherever possible, season tickets, ticket coupons, etc., shall be used.
7. If an apprentice uses their own means of transport, compensation corresponding to the current transportation allowance at the time

shall be paid to participants in continuing training and education courses, currently DKK 1.10 per km when the total travelling distance to and from school is 20 km or more. The amount is adjusted in agreement with the rates set for each income year by the Danish Tax Assessment Council in accordance with Article 9 C of the Danish Tax Assessment Act.

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

8. Accommodated apprentices are compensated for their transportation expenses for the distance to and from their lodgings and 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.

If the choice of vocational training school results in expenses for vocational training accommodation, such expenses are also paid by the enterprise.

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

Vocational training accommodation is considered necessary when the situation for the enterprise using the options for open enrolment or the training and education programme is that it can only be completed at a school where the apprentice is entitled to be admitted to a residence hall pursuant to Article 3(1) of government order 290/2009 (commuting time more than 75 minutes).

The apprentice's own relocation will not trigger entitlement to payment by the enterprise for vocational training accommodation.

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

Enterprises may have the expenses of apprentice's accommodation in residence halls covered 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 an apprentice to attend a school other than that which is nearest to the location of the enterprise and the apprentice's address and field of training and education.

Note

The provisions in sub-clause 10 on payment by the enterprises of accommodation in residence halls will be deleted and replaced by statutory rules if the Danish Parliament adopts the bill agreed by the Confederation of Danish Employers and LO (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 apprentices in vocational training for residence halls when their stay is necessary for their completion of the training and education programme.

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

If the Danish Parliament adopts the new provisions, these provisions will replace the collective agreement's present provisions on payment of vocational training accommodation from the date when the new provisions enter into force. In this context, separate and more extensive information about the new provisions shall be provided.

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

11. The provisions of sub-clauses 5, 6 and 7 apply similarly to transportation allowance pursuant to sub-clause 4.

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

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

13. If transport between several departments of a training school is necessary on the same day, compensation will be paid irrespective of the conditions on distance set out in sub-clause 4.

Art. 14 Welfare facilities

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

Art. 15 Dirt allowance

Dirt allowance is paid in accordance with the same rules as apply to journeymen/adult employees.

Art. 16 Holiday provisions

Holiday allowance during education and training

1. During the apprenticeship, holiday payment is made in accordance with the rules of Danish Holiday Act.
2. 25 holiday days are granted within a holiday period.
3. In addition to the holiday pay, a holiday supplement is granted of 1% of the wages earned at the relevant employer/enterprise in the holiday year.

Example:

If apprenticeships start in the period from 2 September to 31 October, the apprentice will be entitled to paid holiday for 5 weeks during the current holiday period (1 September to 31 December of the following year).

If apprenticeships start in the period from 1 November - 30 June, the apprentices are entitled to 3 weeks paid main holiday during the main holiday period and 5 days paid holiday during the enterprise's closure period before the main holiday period.

In the event of resignation or completion of apprenticeship, holiday allowance is paid at 12½% of the holiday qualifying pay (paid salary excluding pay during holiday and excluding holiday supplement) for the part of the holiday earned which has not yet been settled.

Example:

If the apprentice has taken three of the accrued five weeks of paid holiday in a holiday year, the apprentice is entitled to a holiday allowance equal to 2/5 of the 12½% of the holiday qualifying pay in the holiday year when he/she leaves or completes the apprenticeship. If the trainee has received the holiday allowance, only holiday allowance equal to 2/5 of 11½% shall be paid.

Holiday guarantee scheme

With regard to holiday pay/holiday allowance, the holiday guarantee agreement concluded between the organisations also applies to apprentices.

Holiday pay on piecework surplus

When journeymen/adult employees provide a piecework surplus to apprentices and adult apprentices, the related holiday allowance and weekday holiday pay shall be paid to the apprentices.

Art. 17 Special provisions

Vocational school

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

Test for completed traineeship

2. Enterprises pay the expenses in connection with the apprenticeship test for completed apprenticeship.

Art. 18 Settlement of industrial disputes
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1. If the organisations receive complaints about inadequate training and education and related conditions – such as, e.g., the relevance of work tasks, quality, duration, termination, personal relations between

apprentices, enterprise, journeymen, (attendance), etc. – the complaint shall be presented to the relevant industrial 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 provisions agreed between the organisations.

2. Other disagreements between the apprentice 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 the apprentice and enterprise cannot be transferred to arbitration. If an agreement is not reached, the matter shall be referred to the industrial committee before proceeding with the Disputes Board. If an agreement is reached and the collective agreement is not complied with, it shall be considered 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 apprentice section of the collective agreement, the matter shall be re-examined between the organisations. If an agreement is not reached, cases of this nature may be referred for industrial arbitration for a final decision.

Art. 19 Entry into force and termination

The present collective agreement will enter into force from the pay period that includes 1 March 2023 and shall apply between the parties to the collective agreement until it is terminated in writing according to the rules applying from time to time to expire on 1 March, but not before 1 March 2025.

Copenhagen, 7 March 2023

Fagligt Fælles Forbund - 3F
(The United Federation of Danish Workers)

DIO III

Claus von Elling

Niels Grøn

SECTION 3 – PROTOCOLS

Protocol on health and safety at work

The parties agree to work together on health and safety at work to reduce accidents and attrition in the industry. A multi-pronged effort containing the enterprises' health and safety activities, the parties support of the enterprises' activities and the authority's activities is needed.

This health and safety at work protocol outline this multi-faceted approach, including the following:

- (1) Health and safety at work in enterprises
- (2) The parties' engagement with enterprises
- (3) BAM-BUS and knowledge service (Videntjenesten)
- (4) The parties' health and safety at work policy measures

The individual components are explained in more detail below.

(1) Health and safety at work in enterprises

The organisations below agree that health and safety at work are important elements in connection with day-to-day work. Observance of the provisions in force at any time pertaining to health and safety at work is a necessity to ensure the health and safety of employees just as the exercise of proper care and attention to matters that may contribute to improving the future health and safety at work standards at the enterprise or in the broader industry is generally of significant importance.

Consequently, the parties agree to encourage employees and the enterprise's management to cooperate constructively to ensure high health and safety standards. For enterprises where a health and safety at work organisation (HSO) is required, cooperation occurs within the framework of such an organisation.

Meanwhile, the parties agree that, under current provisions, the enterprise's management remains liable for ensuring that individual employees are given the possibility of performing their work in accordance with this.

The employer shall therefore provide the necessary safety measures and technical aids and provide employees with appropriate instructions for the performance of the work. In this context, the individual employee may seek guidance if the employee is in doubt as to whether a work situation carries a health and safety risk. The guideline can be obtained via the enterprise's health and safety organisation (HSO), the Construction Industry's Health And Safety At Work Bus (BAM-BUS), the Sector Association For Health And Safety In Construction And Civil Engineering (BFA Bygge- og Anlæg), the organisations or the National Working Environment Authority.

The parties further agree that the employees have a duty to contribute to ensuring appropriate health and safety working conditions within their field of activity. 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 at work provisions, this will be considered a material breach of the employment relationship, which may occasion employment law consequences. Disagreements about this can be settled in accordance with the collective agreement's provisions for handling industrial disputes.

(2) The parties' engagement efforts with enterprises

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

Consequently, the parties are implementing collaboration initiatives on health and safety at work in enterprises and behavioural conduct. The activities target both the employer and the employees.

Health and safety at work in enterprises

One of the requirements of the legislation is that enterprises and employees cooperate regarding health and safety at work. Enterprises with ten or more employees do so through a health and safety at work organisation (AMO), while enterprises with fewer than ten employees do so via direct collaboration between the employer and the employees.

The AMO provisions will be revised and updated in 2023. When documents of the Sector Association For Health And Safety In Construction And Civil Engineering (BFA Bygge- og Anlæg) have been updated, the parties will jointly disseminate the documents targeting enterprises with and without an HSO.

Activities related to safety culture and behaviour

In order to support the preventive health and safety work in the enterprises, it is important to also work to impact the safety culture and behaviour in the industry with a view to reducing industrial/occupational injuries and attrition.

The parties will therefore commence:

1. A mapping of initiatives already taken by the industry
2. Specification of initiatives needed
3. Initiatives, including knowledge sharing on various behaviour-regulating tools, e.g. in an online idea catalogue

(3) The Construction Industry's Health and Safety at Work Bus and Knowledge Service for Building Contractors and Consultants

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 sound health and safety at work practices and knowledge about the development of a good working environment and prevention of health and safety challenges on building sites and for construction enterprises and their employees. BAM-BUS currently has ten full-time consultants, a secretary and a secretariat manager.

The knowledge service (Videntjeneste) for building contractors and consultants is intended to help share knowledge with the actors in the planning phase of value creation in the building processes through solid health and safety at work efforts. From 2025, on the condition that financing is made available, the knowledge service (Videntjeneste) will be integrated with Construction Industry's Health and Safety At Work Bus (BAM-BUS) in connection with a new target and framework plan.

The parties agree:

- The resources required to operate the BAM BUS is DKK 0.12 per hour, and the funds be collected from the existing Foundation for Cooperation and Working Environment
- that BAM-BUS shall continue to collect knowledge and share it with enterprises, employees and organisations. The communication activities must be coordinated with the Sector Association For Health And Safety In Construction And Civil Engineering (BFA Bygge- og Anlæg)

- That BAM-BUS should continue to operate as a consultative service where the consultants are neutral in relation to the parties' individual interests
- To take the initiative to ensure that from 2025, BAM-BUS can offer occupational health and safety education and training. During 2023 and 2024, the parties must determine how the supplementary health and safety training can be included as a core service/offer from 2025 as well as the financing, content and scope.

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

(4) The parties' health and safety at work policy measures

The national health and safety at work goals, including industry goals, establish the direction and address the greatest challenges in the construction and civil engineering sector. The parties agreed that there is a need for sufficient resources for the National Working Environment Authority and the parties to work to achieve these goals.

The parties agree on the following in relation to the National Working Environment Authority:

- The National Working Environment Authority's efforts, knowledge and skills must be reinforced in order to achieve greater health and safety at work.
- Focus on proper 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 all carry responsibilities in accordance with 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 time period, 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 under development to ensure the best possible efforts within the construction and civil engineering field.

Copenhagen, 7 March 2023

Protocol on skills development in the building and construction industry

The parties to the collective agreement agree that it is relevant to focus on increased skills' development of employees in the industry.

There is a need to increase the training and education efforts broadly across the industry in relation to enhancing employees' general skills, while also having more unskilled employees train to become skilled employees and giving skilled employees in the industry training and education opportunities at an advanced level within the industry.

Skills development of employees within the digital and green transition as well as new technology is important to the enterprises' development and growth and for the employees' possibilities of maintaining and developing their job opportunities.

In light of this context, the parties to the collective agreement agree:

1. To focus on the need to enhance the general reading and writing skills of employees in the industry, including proficiency in Danish among foreign employees in the industry. The parties also agree that there is a lack of efficient public training offers to the target group.

Grants may be sought from the Construction and Civil Engineering Sectors' Development Fund for training of people with dyslexia (OBU), preparatory adult education (FVU) and general adult education (AVU).

2. that there is a need for skills' development within the industry, in particular within the digital and green transition spheres.

The parties, therefore, agree that the Board of Directors of the Construction and Civil Engineering Sectors' Development Fund shall

- increase the subsidy from the Construction and Civil Engineering Industry Development Fund for some courses regarding the green and digital transition, automation, and other technology in production as well as other specific courses.
- Promote the courses referenced above on PensionDanmark's website.
- Implement subsidised tuition fees for selected courses and/or training and education.

Increased number of grants/subsidies and participation fees for activities commenced in the period from 1 August 2023 and for the life of the collective agreement may be applied for unless the parties agree on a longer period and provided that there is allocated funding available from the Construction and Civil Engineering Sectors' Development Fund. DKK 8 million is allocated for this purpose during the life of the collective agreement.

To increase skill levels in the industry, it is also possible to apply for grants and subsidies from the Construction and Civil Engineering Industry Development Fund for the Academy Programme in Construction Technology, the Academy Programme in Construction Coordination and the Academy Programme in Energy Technology.

3. The parties agree to recommend that enterprises and employees use PensionDanmark's continuing education and training website for planning skills development.

Efforts must be made in regards to marketing PensionDanmark's continuing education website to increase awareness and uptake of continuing education and training. This work must be formalised on the board of the foundation before the end of 2023, and focus must be given to the fact that the collective agreements have secured the support schemes and that the parties to the collective agreement must be identified as the senders of marketing campaigns.

4. The parties agree to continue the work with the skills upgrade team of the Construction Industry's Training and Education where focus is on strengthening skills upgrading in the building and construction

industry with special focus on digitalisation, sustainability and green transition.

The finances required to support the activities are available from the Construction and Civil Engineering Sectors' Development Fund.

Copenhagen, 7 March 2023

Protocol on night work and health surveillance

The parties agree as follows:

1. General provisions

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

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

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 worker who suffer from health problems that are demonstrably caused by their night work are transferred, whenever possible, to day work that suits them.

2. Preventive measures for night shift work

Parties agree to follow the below recommendations from the National Research Centre for the Working Environment (NFA) on night work with effect from 1 March 2024:

- A maximum of three consecutive night shifts
- A maximum of 9 hours at a time
- At least 11 hours between two shifts
- That pregnant women generally work a maximum of 1-night shift per week to minimise the risk of miscarriage and other pregnancy complications (see protocol on pregnant women night work).

Enterprises with night workers shall therefore implement the following measures:

The local parties, perhaps in collaboration with the health and safety at work organisation, shall discuss whether the enterprise fulfils NFA's recommendations in the areas of the enterprise where night work is performed.

The discourse shall:

- a) implemented at the start of night work shifts and thereafter on an annual basis
- b) documented by completing a form developed by the parties, which includes a review of the recommendations

However, if the local parties, perhaps in collaboration with the health and safety at work organisation, assess that NFA's recommendations are followed, the general provisions, cf. section 1 of the protocol, are applied.

Where the local parties, perhaps in collaboration with the health and safety at work organisation, determine that NFA's recommendations are not being followed, the special activities below are implemented for employees with regular night work shift schedules that do not comply with NFA's recommendations:

- a) The enterprise shall offer annual health surveillance check-ups to night workers
 - i. Night workers must complete the health surveillance check every two years.
 - ii. For night workers who are aged 50 or older, an extended health surveillance check is carried out.
- b) Carrying out an annual special WPA focused on night work
 - i. Identifying and mapping risks of night work
 - ii. Assessment of the risks of night work
 - iii. Prioritisation and action plan development
 - iv. Follow-up on the action plan

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

Copenhagen, 7 March 2023

Protocol on night work of pregnant employees

The parties agree to follow NFA's recommendation from 1 March 2024, whereby pregnant employees work a maximum of 1-night shift per week to reduce the risk of miscarriage and other pregnancy complications.

The following assumes that the National Working Environment Authority incorporates the Danish National Research Centre for the Working Environment's (NFA) recommendations on night work of pregnant employees in e.g. Section 8 of the Government order on the performance of work, cf. Annex 2.

Additionally, the parties agree that night work exceeding one-night shift per week shall be subject to Article 6, sub-clause 2, no. 2 of the Danish Maternity Leave Act and that there will therefore be an entitlement to compensation.

If these assumptions are not met, the parties will resume the negotiations.

When the enterprise has been notified or otherwise been made aware that an employee is pregnant, the enterprise must as quickly as possible and not later than two weeks after and at the end of a week reschedule the employee's working hours or transfer the employee to other tasks so that the employee in questions does not work more than one night shift per week.

Where the employer is not able to reschedule working hours so that the employee concerned does not work more than one night shift per week or transfer the employee to other work tasks, the employee is entitled to time off work for night shifts in excess of 1 night shift per week.

The employee shall be paid for the absence as for pregnancy leave in accordance with the provisions of the collective agreement's maternity leave provisions.

This payment provision applies regardless of the employee's length of service and the number of weeks the employee is off work for other night shifts in excess of 1 night shift per week.

Copenhagen, 7 March 2023

Protocol on other night work measures

The parties agree on the following additional night work provisions:

1. New knowledge on planning of night work

DIO I and CO-Industri (The Central Organisation of Industrial Employees in Denmark) want to start research on how working hours can be scheduled most expediently in the industry, taking into account the NFA's recommendations, before the end of 2023. DIO III and The United Federation of Danish Workers (Fagligt Fælles Forbund - 3F) have agreed to follow and potentially support this research effort.

2. Recommendation on increased screening of night workers

DIO III and the United Federation of Danish Workers Building Group support DIO I and CO-Industri's (the Central Organisation of Industrial Employees in Denmark) request to the government to ensure that night workers are offered adequate and necessary screening for cancers related to night work.

3. Committee work

The parties agree to establish a committee that during the life of the collective agreement must:

- Investigate the possibility of mapping the scope of night work and the extent to which enterprises with night work offers health surveillance.

- Follow and discuss the night work initiatives launched by DIO I and CO-Industri:
 - o Data from the National Working Environment Authority on night work accidents.
 - o Documentation template for use in the dialogue between the local parties on whether NFA's recommendations are being followed.
 - o Minimum requirements for a specific WPA specifically focused on night work that does not fulfil NFA's recommendations.
 - o The need for any training offers aimed at employees, shop stewards, health and safety representatives and enterprise representatives in enterprises with night work focusing on e.g. planning of working hours, hours of rest, health and health risks.
 - o Update pamphlets on night work and health surveillance concerning night work.
 - o Minimum requirements for questionnaire etc. for special health surveillance of night workers who have reached the age of 50 and who carry out night work that does not meet the NFA's recommendations.
- Discuss the need for joint activities, including an information campaign and guidelines on planning of night work and ensuring development and performance of such activities – possibly under the auspices of BFA Bygge og Anlæg.

Copenhagen, 7 March 2023

Protocol on work in committees

The parties to the collective 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? Consideration of whether the collective agreements have a differential impact across different national origins. As part of this effort, the parties may agree to initiate studies to better understand the wage difference between Danish and foreign labour in the construction industry.
- How is the determination of wages in the construction industry carried out. In this context, the parties shall examine whether the determination of wages is sufficiently described in our collective agreements or whether there is a need to describe the determination of wages in more detail.
- The parties agree to review whether the revised Posting of Workers Directive has implications for the collective agreement's provisions on posted manpower. Relevant specialised knowledge may be sought for this purpose.

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

The committee's work shall begin immediately following the renewal of the collective agreement and 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 General Data Protection Regulation (GDPR) should ensure that current practice on the handling, 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 presentation 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 wage and employment conditions of foreign employees

The protocol of 2012.06.21 states that:

Scope of documentation to be provided/delivered

It is agreed that the parties' shared intention is to provide information about the matters at the organisational meeting.

The Danish Construction Association's position is that it is the employer's responsibility to ensure that all relevant background information is presented at the organisation meeting.

Finally, it is agreed that the disclosure of the information shall comply with the provisions of the collective agreement and the agreed anonymisation considerations.

The anonymisation consideration specifically means that the personal data in the relevant documentation is anonymised for the following details:

- First name and the first 2 letters of the last name. If there are duplicates, additional letters are provided.
- Date of birth: Day, month and year.
- Registration number and the last 4 digits of the account number.
In case of duplication, additional numbers are provided.

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.

Opt-out reservations are made for special cases where additional personal data may be required to meet the objectives of the agreement.

Copenhagen, 1 October 2018

the Danish Construction Association

3F

Signature. Anja Bülow Jensen

signature. Palle Bisgaard

Protocol on digital reporting

1. Subject to local agreement, reports may be made digitally. However, the enterprise may use digital reporting subject to giving three months' notice unless otherwise agreed. After the expiry of the notice, employees who are unable to use digital solutions will still be able to make reports as before.
2. Digital reporting follows the general guidelines for reporting time-sheets in accordance with the provisions of the collective agreement.
3. Digital reporting must allow for reporting all salary components, compensation and allowances, including overtime, bonuses, and information about the type of work in free text fields and tick boxes.
4. The enterprise provides employees with the necessary equipment for digital reporting. The individual employee is not entitled to personal equipment.
5. Where digital reporting is used, the employee must get a receipt that documents the report made. The receipt is sent to e-Boks or the employee's most recently provided email address.
6. The receipt is sent in advance. There is space for complaints about the employee's digital reporting, but no later than two days before the payment of wages.
7. If the enterprise criticises the report made, a notice to this effect must be made to the employee within the time limit specified by the collective agreement, but not later than on the day of wage payment.
8. Employees can also request a receipt from the enterprise, as well as any complaint, in the form of a physical printout, photocopy or similar.
9. When the enterprise has approved the reports in final, the employee will no longer be able to make changes to the approved reports.
10. Disagreements on digital reports may be considered in accordance with the procedure for settlement of industrial disputes.

The above protocol enters into force on 1 January 2024.

Copenhagen, 7 March 2023

Protocol on committee on digital exchange of documents during piecework

The parties agree to set up a committee to consider the implementation in the collective agreements of digital exchange of documents in connection with piecework, including scope agreements, piecework agreements, special piecework payments, withdrawal accounts, piecework accounts, piecework and shelter books.

If the committee reaches agreement on new texts for the collective agreement during the life of the collective agreement, these will be implemented in the collective agreements in connection with a renewal of the collective agreements, provided, however, that they are adopted by the parties' competent assemblies.

The committee must have completed its work by September 2024.

Copenhagen, 7 March 2023

**Protocol
on committee work on guidelines for good
local cooperation between the enterprise
and the shop steward**

The local cooperation between the enterprise and the shop steward is essential for the enterprise's operations and the employees' influence on their working conditions. Therefore, the parties have a mutual interest in ensuring that the cooperation between the local parties works as effectively and constructively as possible.

In light of this, the parties agree that during the life of the collective agreement, a committee will be formed to provide examples of effective local cooperation and potentially develop guidelines that can serve as inspiration for enterprises and shop stewards.

The parties further agree that the committee's work shall also address the handover from a departing to a new shop steward and how the handover should be supported. At the same time, the committee must discuss any local and structural barriers to recruitment of shop stewards in the parties collective agreements.

In connection with the committee work, an investigation may be made to provide an evidence-based foundation for the committee's discussions.

The parties agree on the financing details.

The parties agree that the committee's work is expected to start in Q3 2023 and is expected to be concluded by the end of Q3 2024.

Copenhagen, 7 March 2023

Protocol on implementation of certain EU-directives

in the collective agreements the parties to the collective agreement agree to set up a joint working group to reach an agreement on a model for collective agreement incorporating the following EU directives.

- Council Directive 99/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work (the fixed-term work directive)
- EC Directive No. 97/81 of 15 December 1997 concerning the Framework Agreement on part-time work (Part-time Work Directive)
- EC Directive No. 93/104 of 23 November 1993 concerning particular aspects of the organisation of working time (Working Time Directive)

The work is expected to be completed by the end of 2024 and implementation is expected to be complete in connection with the coming collective bargaining.

The parties agree that until such time as the parties agree on a full collective agreement incorporation of the three EU directives above, the legal basis for disputes will be the following DA-LO agreements:

- Agreement between the Confederation of Danish Employers (DA) and the Danish Confederation of Trade Unions (LO) on implementation of the directive on the organisation of working time of 7 January 2000,
- DA-LO agreement on the implementation of the directive on fixed-term employment of 7 August 2002,
- Agreement between the Confederation of Danish Employers (DA) and the Danish Confederation of Trade Unions (LO) on implementation of the directive on the organisation of working time of 9 January 2001,

Until implementation in the parties' collective agreements, the parties may raise claims under the above three agreements as usual.

Copenhagen, 7 March 2023

Protocol on 2x2 courses

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

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

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

The Floor worker's collective agreement'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 in Article 74 (the following paragraphs are moved):

“Article 74 Continuing education and training of health and safety representatives

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

Shop stewards are entitled to participate in these courses within the first 18 months after being elected. In agreement with the enterprise, the health and safety at work 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 at work courses does not affect rights or obligations in relation to the health and safety at work 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 skills upgrading of unskilled employees

The parties to the collective agreement agree that unskilled employees in the industry shall be encouraged to undergo training to a skilled level via the scheme for vocational training for adults with two years of relevant work experience (euv1) or to take an industry training course within the construction and civil engineering industry.

In the coming collective agreement term, a pilot project will be established to allow skills upgrading of unskilled employees and where the enterprises may apply for grants from the Construction and Civil Engineering Sectors' Development Fund.

The enterprise may apply for a subsidy for employees who have three months' length of service at the beginning of the training and education, and this does not include any time spent as an apprentice. The grant subsidy is conditional on a written training agreement between the enterprise and the employee.

The grant is provided as a lump sum determined by the board of the Construction and Civil Engineering Sectors' Development Fund. The subsidy is paid following an application from the enterprise, and the enterprise must include the training agreement in the application in order to receive a subsidy for the training course. Payment is made upon completion of the programme. If the training course is not completed after the probationary period has expired, a prorated subsidy is granted to the enterprise in proportion to the actual duration of course participation.

Support for skills' upgrading of unskilled employees replaces support for time off for training and education in Chapter 14, such that employees cannot make use of the training and education in the calendar years in which the skills' upgrading is carried out.

During education and training, the employee will be paid according to the rates specified in Article 38, sub-clause 1.

The Construction and Civil Engineering Sectors' Development Fund will establish the specific framework for the grants that can be provided for skills upgrading of unskilled employees during the coming collective agreement term and determine a current positive list of the education and training courses eligible for grants.

During the life of the collective agreement, the skills' upgrading team at Byggeriets Uddannelser ((Construction Industry Training and Education), will expand by 1-2 employees, mainly to work on raising awareness among enterprises and employees about the skills' upgrading of unskilled labour.

Subsidies for skills' upgrading of unskilled employees may be applied for training courses that commence in the period from 1 June 2023 and until the expiry of the life of the collective agreement and provided that there are sufficient resources in the fund within the framework of the support allocated for the purpose.

The parties to the collective agreement agree to allocate DKK 20 million during the life of the collective agreement period for this purpose. The finances needed to support the activities are available from the Construction and Civil Engineering Sectors' Development Fund.

Copenhagen, 7 March 2023

Protocol on a continuing training and education committee

The parties to the collective agreement agree to establish a working committee during the coming term that will discuss how the wording of the collective agreements on education and training increasingly can be used to encourage increased supplementary and continuing training and education and at the same time ensure clarity in terms of the supplementary and continuing training and education options and grants from the Construction and Civil Engineering Sectors' Development Fund.

This work shall be concluded no later than 1 March 2024.

Copenhagen, 7 March 2023

Protocol on additional holidays for posting enterprises

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

The parties agree as follows:

Purpose

The object of the 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 may not be placed in a less or more favourable position than similar Danish enterprises.

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

New sub-clause 1:

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

New sub-clause 2:

Taking holidays

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

Payment of holidays

If pursuant to the holiday provisions 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, and the enterprise shall give additional holidays pro rata to the period in which the employee performs work in Denmark, up to the number of days fixed in the Danish Holiday with Pay Act.

Alternatively, it may be agreed between the enterprise and the employees that, insofar as the relevant legislation allows, the enterprise shall pay compensation to the employee for the shortfall in holiday days, as well as the salary. The settlement of the remaining contribution/pay supplement must also see the provisions of the collective agreement to this effect appear from the payslip and be paid out/in for each pay period.

It follows from Article 6(1) of the Danish Posting of Employees Act that if the legislation otherwise applying to the employment is less favourable to the employee in respect of the number of holidays and the payment for such holidays than Articles 7, 23 and 24 of the Danish Holiday with Pay Act, the employer shall ensure that the employee is granted additional paid holidays so that the employee is placed in a position that is as favourable as that accorded by the above provisions. This means that if the holiday arrangement of the country of origin is less favourable than provided for by the Holiday Act, the employees may earn additional holidays and/or holiday allowance or holidays with pay during their posting to Denmark in accordance with the provisions of the Holiday Act. Under the Holiday Act, employees are entitled to five weeks' holiday with payment at 12.5% of the annual pay in holiday allowance or with full pay during the holidays plus a supplement of 1% of the annual pay. The additional holidays and/or holiday allowance should not be granted pursuant to the provisions of the Holiday Act but in a manner that fits into the holiday provisions of the country of origin.

New sub-clause 3:

Especially regarding public holidays and floating holidays

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

New sub-clause 4:

German enterprises

For 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 it shall not be investigated 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 provisions. According to the Danish-German holiday agreement, the above requires that a statement from ZVK-Bau has been submitted to the Danish trade union with the required gross list of employees.

Entry into force

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:

Purpose

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

Duty to pay pension contributions

If the foreign enterprise pays contributions to a supplementary pension scheme in the country of origin during the posting, the enterprise is exempted from the payment of pension contribution obligation 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 their country of origin or pays the difference as an allowance to the employee. Cf. the provisions of the collective agreement to this effect, settlement of the remaining contribution/allowance shall be shown on the payslip and be paid out/in for each pay period.

The pension contribution/allowances are calculated on the basis of the same pay components that form part of the basis for the pension

entitlement under the collective agreement. This applies whether or not the pay component in question is taxable in the country of origin.

Contact with PensionDanmark

It is agreed that the parties will subsequently take up negotiations with PensionDanmark with a view to the practical implementation of the agreement in PensionDanmark's system.

Entry into force

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 and the United Federation of Danish Workers (Fagligt Fælles Forbund - 3F) will initiate a number of joint activities, which combined are to ensure that the necessary qualified labour can be recruited for the many construction and civil engineering projects.

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

Recruitment

The Danish Construction Association and 3F will continue the work for the duration of the life of the previous collective agreement in terms 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 construction and civil engineering 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 packages prepared by the parties, preferably supplemented by on-the-job learning.

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

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

Copenhagen, 2 March 2014

Protocol on information on the use of subcontractors

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

The agreement is incorporated as a protocol in the collective agreement.

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

Copenhagen, 7 March 2017

Protocol on green transition in the building and construction sector and the building materials industry

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

- Sustainable construction
- Energy-efficient construction
- 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, as well as a similar strategy for the circular economy, will place new demands on the processes and products of the construction and civil engineering industry and the building materials industry. Therefore, the parties have agreed to collaborate on mapping the need for new skills and new incentives supporting the industry's green transition efforts.

The Climate Partnership's proposals for the construction and civil engineering process specifically identify the following suggestions:

- Dry construction and dry materials that will reduce the need for drying out.
- Electrically powered machines, tools and electric heating reducing diesel consumption.
- Reduce material waste and thereby reduce the quantity of waste.
- Better planning, logistics and employee involvement, reducing the need to transport people and materials and may shorten construction time.

These proposals will, therefore, be at the heart of the cooperation between management and employees in order to ensure a green transition in the

building process. Financial incentives could support this cooperation 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 on 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 the innovation and development of solutions that place the construction and civil engineering industry and the building materials industry centrally as a supplier of solutions supporting the green agenda. This is to strengthen the Danish ambition of green transition and 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 training and education opportunities for dismissed employees. The aim of continuing education and training is to facilitate 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 termination/resignation, 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.

In light of this 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.

The parties call on the Government and the Danish Parliament to establish a framework that makes it possible to provide support from a education and training fund for development to provide development for terminated employees after the notice period has concluded, providing support in a similar way as given to employed staff undertaking training and education.

The parties also encourage the Board of the Construction and Civil Engineering Industry Development Fund to create the possibility for the fund to support such a scheme.

Therefore, the below is conditional on the Construction Industry Development Fund being able to pay out directly to the employee.

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 dismissed with notice due to reorganisations, downsizing, enterprise closure or other circumstances related to the enterprise have the option of attending a course after resignation from employment if the following conditions are met:

- a) After six months of length 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 of the Construction and Civil Engineering Sectors' Development Fund.*
- b) Approval shall have been sought and granted from Construction and Civil Engineering Sectors' Development Fund to support a specific, fixed-term course prior to the end of the notice period. If the notice period is shorter than two weeks, the commitment from the Construction and Civil Engineering Industry Development Fund must be received by the applicant no later than two weeks after the notice period has been given. This could involve one or more courses.*
- c) The employee in question continues to be a job seeker and is available for work since the course supported by the Construction and Civil Engineering Sectors' Development Fund gives way to offered work, even after the course has started.*
- d) The continuing training and education courses supported by the Construction and Civil Engineering Sectors' Development Fund shall be completed within three months of the termination of employment.*
- e) The support of the Construction and Civil Engineering Sectors' Development Fund for participation in courses after resignation amounts at all times to the same amount per hour as the maximum amount of support for course participation by employees in employment paid by the Construction and Civil Engineering Sectors' Development Fund.*

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

The Construction and Civil Engineering Sectors' Development Fund may determine that the length of service requirement of 6 months is reduced to three 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 between the organisations on revoking the inclusion of occupational health and safety at work training and education in the apprenticeship programmes will not apply in the future.

It is further agreed that trainees who have received the health and safety at work training and education during their traineeship and within the first five years following completion of their training and education shall be elected as health and safety at work 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 Work for Bricklayers and Unskilled Bricklayers, the Floor-workers' Agreement and the Industrial collective agreement between the Danish Construction Association and the United Federation of Danish Workers.
- That the protocols concerned are:
 - Agreed protocols of 27 January 2000 on health and safety at work training and education (BYG and TIB)
 - Agreed protocol no. 6 of 28 February 2007 on health and safety at work training and education (DCA and 3F)
 - Agreed protocol no. 16 of 28 February 2007 on health and safety at work training and education (DCA and 3F)
 - protocol No 16 of 15 March 2007 on the health and safety at work training and education of workers in the field of stonemasons (DCA 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 have agreed that the amended collective agreement provisions 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 collective agreement negotiation.

Copenhagen, 17 March 2020

Protocol on education and training representative

By local agreements between management and the shop steward(s), the shop steward(s) may appoint a joint training representative at the enterprise.

The training representative may assist the enterprise and employees with training and education in line with the provisions of the collective agreement, including being a sparring partner for the enterprise, employees and the skills' upgrading team at Byggeriets Uddannelser (Construction Industry Training and Education) The training representative may also assist the enterprise with creating an overview of where apprentices and trainees can receive training to meet the enterprise's skill needs.

The education and training representative is not covered by Article 57, sub-section 14, of the Agreement for the Work For Work for Bricklayers and Unskilled Bricklayers.

Copenhagen, 7 March 2023

Protocol on wage formation in the collective agreements made by the parties

Organisational agreement on local pay negotiations

The parties agree that wage formation under the parties' collective agreements shall take place locally and that the local parties and the parties to the collective agreement have a mutual interest in supporting the minimum payment system.

Where local parties prefer that wages are negotiated collectively, the parties to the collective agreement agree that this is a natural model that the parties' collective agreements may accommodate. The parties to the collective agreement find it expedient to enter into an agreement to this effect.

The local parties are obliged to engage in genuine negotiations during local wage negotiations, whereby no demands or claims are made regarding the form, scope and content of the negotiations or the outcome of the negotiations.

DI collective agreement III and the United Federation of Danish Workers (Fagligt Fælles Forbund - 3F) may request the enterprise to provide an elected shop steward with an account of the enterprise's productivity, competitiveness, financial situation and future prospects, including order backlog, market situation and production conditions.

Copenhagen, 7 March 2023

Protocol on education training for the masonry industry

The parties agree as follows:

The purpose of the education and training programme for the masonry sector and masons and mason's labourers is to train applicants to education and training in order to be able to carry out their duties and tasks in the enterprises.

To the extent that the Joint Professional Committee agrees that it is appropriate for masons and mason's labourers applying for training to have training courses, certificates, etc. incorporated into the training and education, this can be incorporated into the education and training process.

Copenhagen, 7 March 2017

Protocol on subjects for discussion in Article 34 committees

The Parties agree that during the life of the collective agreement negotiations shall start in the respective Section 34 Committees and the following items for the price lists:

Masonry Work

- Corbels for suspended masonry
- Basic prices of masonry involving 1 metre lifts
- Ridge cap/sloping ridges and hipped roofs in the Capital Region's schedule of wages
- Inconvenience caused by protruding ties without protective caps
- Chipping of brick at corbels
- Kolumba brick and similar types of brick
- Setting up brick facing
- Reinforcement plaster and setting up insulation
- Large format flagstones and tiles
- Inconvenience in connection with bricklaying on pre-erected scaffolding

Mason's labourers

- Lift attendant
- Batten decking
- Transport of scaffolding – including metre lifting
- Dismantling of scaffolding – including metre lifting
- Cleaning of auger for applying dry mortar
- Filling in silo mortar plant or similar.
- Transporting brackets to masonry
- Moving the tub stand
- Orderly for masonry work from platforms, work-lifts and similar
- Changing and adapting pre-established scaffolding
- Motorised technical aids and equipment

Copenhagen, 7 March 2023

Protocol on Chapter 7 Payment of wages

The parties agree to set up a committee to review Articles 20 and 21 with a view to modernising pay periods, time sheets and payment of wages to become more contemporary.

Work commences in September 2023 and is expected to be completed in September 2024.

Any amendment proposals shall be made with a view to implementation in the coming renewal of the collective agreement, unless otherwise agreed.

Copenhagen, 7 March 2023

Protocol on review of Chapter 8 Performance-related pay

The parties agree to set up a committee for the purpose of reviewing Chapter 8, Performance-related pay, with a view to improving the understanding of piecework.

The parties also agree to prepare a draft agreement on the scope of piecework, special piecework contracts, piecework contracts, accounts, etc. that the parties can recommend in order to ensure that the basis of the agreement during piecework is performed according to as optimum and clear guidelines as possible and to avoid any disputes.

Work commences in September 2023 and is expected to be completed in September 2024.

Any amendment proposals shall be made with a view to implementation in the coming renewal of the collective agreement, unless otherwise agreed.

Copenhagen, 7 March 2023

SECTION 4 – ANNEX
Annex 1
General agreement of 31 October 1973

with amendments of 1 March 1981, as of 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, either directly or indirectly, from organising themselves within the organisational framework of the central organisations. It shall, therefore, be considered an anti-organisation act if one of the parties to the present General Agreement takes action against another party on the grounds of organisation affiliation and thus not on industrial motives.

Art. 2

1. In case of dismissal of a worker who has been continuously employed by the Where a collective agreement has been concluded, no stoppage of work (i.e. strike, picket, lockout or boycott) may be initiated within the area covered by collective agreement for as long as it is valid, 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 provisions of the relevant organisation and only if due notice has been given in agreement with the provision laid down in (3). Exceptions to the provision are work stoppages in situations mentioned in Article 5, para. 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 are 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 or employers' organisations or enterprises, no support shall be given to the unaffiliated organisations or enterprises by any party to this agreement. An organisation or enterprise that joins one of the principal organisations or an association organised thereunder shall not be regarded as an external party, provided, however, that no work stoppage has been established prior to joining or that such a work stoppage has not been clearly notified after unsuccessful negotiations.

Art. 3

1. Agreements concluded between the central organisations shall be respected and complied with by all member organisations, and liability for this lies with the relevant central organisation.
2. Disputes 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. Disputes concerning an agreement's coverage shall be settled through industrial arbitration.

Art. 4

1. Employers shall exercise the managerial prerogative in accordance with the provisions laid down in collective agreements and in

cooperation with workers and their elected shop stewards, as provided for in agreements between the Danish Confederation of Trade Unions and the Confederation of Danish Employers.

2. Manpower employed specifically and unconditionally for piecework cannot have their working conditions amended unless the employer in question compensates the employees for any financial losses thereby incurred. Any disagreements arising in relation to this shall be settled through the usual system of solving industrial disputes.
3. No arbitrary action shall take place in connection with the dismissal of a worker, and complaints of alleged unfair dismissals can therefore be dealt with according to the below-stated provisions. 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 overrule a dismissal, the proceedings shall, as far as possible, be completed before the relevant worker's notice period ends.
 - a. enterprise in question for at least nine continuous months, the worker concerned is entitled to request to be notified of the reason for the 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. Where the employer had provided clearly inaccurate information about the reason for the dismissal, which is of material importance to the matter, the above time limit shall be calculated from when the worker became or should have become aware of the correct information. However, the local negotiations shall be completed within three months of notice of dismissal being given.
 - c. In case an agreement is not reached, and the relevant trade union (or central management) requests that the matter be taken further, negotiations shall immediately be initiated between the employee and employer organisations.
 - d. If no agreement is reached, the interested trade union (or central leadership) concerned is entitled to lodge a complaint with a

Dismissal Board set up by the main unions. The complaint must be received by the secretariat of the Dismissal Board and the organisation on the other side within seven days of the conclusion of the organisation's negotiations. Rules governing the composition and proceedings of the Dismissal Board are specified in the Board's procedural rules.

- e. The Board will issue a reasoned decision. If the board finds that a dismissal has been done unfairly and is unwarranted by the situation of the worker or the enterprise, it may, following a claim to that effect, set aside the dismissal, unless there has been, or can be taken to be, a breakdown in compatibility between the enterprise and the worker, such as to preclude any further continuation of the employment relationship. If the Board finds that the dismissal is unfair, but that the employment relationship should nonetheless cease, or if compensation is claimed for unfair dismissal, cf. above, the Board may decide that the enterprise shall pay compensation to the person concerned. The amount will depend on the circumstances of the case and the length of service of the worker who has been unfairly dismissed. The compensation shall not exceed 52 weeks' wage calculated according to the average earnings of the dismissed worker over 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 Danish Board of Dismissals 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 employees, as also appears from legal practice.

If the 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 to resolve the issue.

Art. 6

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

Art. 7

1. The notice period for collective agreements regarding schedule of wages and other working conditions is 3 months, unless otherwise agreed.
2. Even in cases where an agreement has been terminated or has expired, the parties remain committed to observing its provisions until it has been superseded by a new agreement or until a work stoppage has been initiated in agreement with the provisions 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 accordance with the relevant rules of the collective agreement, the employment relationship may not be terminated, unless the termination is due to lack of work, until their organisation has been given the opportunity to review the grounds for the termination in accordance with industrial disputes procedures. The procedure shall, in order to have a delaying effect, be initiated within one week and terminated as soon as possible.
3. If a shop steward is dismissed because there is a compelling reason for doing so due to a shortage of work, the employment relationship may not be terminated during the notice period, cf. section 4, until their organisation has had the opportunity to review the grounds for the dismissal in accordance with industrial disputes procedures. In order to have a delaying effect, the procedure shall commence within one week.

4. If the dismissal is caused by a shortage of work, the special notice obligation provided in the collective agreement, according to which the shop steward has been elected, ceases to apply. In such cases, the shop steward is entitled to the ordinary notice period applicable under the collective agreement.
5. If a shop steward is transferred with the effect that he can no longer undertake this function, he shall be given rights equal to those applying to dismissals, cf. (2), (3) and (4).

Art. 9

1. The central organisations shall promote cooperation between the organisations and encourage smooth and stable working conditions in enterprises through the joint works councils or through other appropriate bodies.
2. Neither side shall hinder a worker in the performance of their job to the fullest extent allowed by their training, 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, and 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 is 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 extent possible, state the details of the case and relevant annexes to the case shall be enclosed.
4. If the parties agree, the appointed joint meeting may be held by telephone.
5. At the joint meeting, the reasons underlying the dispute shall be explained and endeavoured to be solved. Minutes shall be taken showing the standpoints of the parties.

Art. 11

Associations and enterprises affiliated with the central organisations may not, by resigning from the central organisations, absolve themselves from the commitments undertaken under the present General Agreement. They shall remain in force until this General Agreement has lapsed following termination by one of the main organisations.

Art. 12

1. The General Agreement shall remain in effect until terminated at six months' notice as of 1 January, but not earlier than 1 January 1995. Any of the main organisations seeking amendments to the General Agreement shall notify the other party six months prior to termination, after which negotiations shall be initiated for the purpose of reaching agreement and thereby avoiding termination of the General Agreement.
2. If, after notice of termination has been given, negotiations on a renewal of the General Agreement have not been concluded by the respective January 1, the General Agreement shall apply, notwithstanding that the notice period has been exceeded, until the current collective agreements are replaced by new collective agreements, and it shall then lapse upon the entry into force of the new collective agreements.

Protocol

The parties agree that work stoppages should be avoided and that the organisations shall actively contribute to this end; see the terms of this General Agreement.

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

Copenhagen, 1 October 1992

Annex 2 Contract of employment



Dansk Industri



Ansættelsesbevis for timelønnede

Mellem medarbejder:

Navn:		
Adr.:		
Post nr.:		
Fødselsdato:		
Tlf.nr.:		
Pengeinst.:	reg.nr.:	konto.nr.:

og virksomhed:

Navn:	
Adr.:	
Post nr.:	
CVR-nr.:	
Tlf.nr.:	

1 Ansæt pr.: Dato: ____ Måned: ____ År: ____
Medarbejderen er beskæftiget på: Bygge og anlæg (ikke permanente arbejdspladser)
Medarbejderen er beskæftiget på: Permanent arbejdsplads . Indsæt adresse: ____
Ansæt som: Vælg Faggruppe Andet: ____

2 For ansættelsesforholdet gælder den mellem Dansk Byggeri og Vælg forbund gældende overenskomst: Vælg overenskomst: ____

3 Arbejdsmarkeds pension, ja Nej . Hvis "nej" anføres manglende anciennitet i måneder: ____

4 Den personlige timeløn udgør på ansættelsestidspunktet ved timelønsarbejde: ____ kr. ____ øre
Lønnen udbetales: Ugentligt Hver 14. dag Andet: ____
Derudover kan der forekomme overarbejdsbetaling, forskudtilstillæg, betaling for ude- og rejsearbejde og genetillæg, efter ovennævnte overenskomst. Ferieregler følger ligeledes ovennævnte overenskomst.
Der kan forekomme akkordarbejde, hvor prisen fastsættes efter reglerne i overenskomsten, og arbejdsopgavens varighed er tidsbestemt, ligesom der kan forekomme forskellige produktionsfremmende lønssystemer, som ligeledes fastsættes i henhold til overenskomsten. Der kan være indgået lokalaftaler.

5 Antal arbejdstimer ved deltidsbeskæftigelse: ____ timer/uge

6 Helbred:
Medarbejderen bekræfter, at medarbejderen ikke er bekendt med at lide af en kronisk eller anden sygdom, som vil have væsentlig betydning for medarbejderens arbejdsdygtighed ved det pågældende arbejde.

7 Fravær - sygdom:
Ved sygdom skal der gives besked til virksomheden på telefon ____ senest den 1. sygedag ved arbejdstids begyndelse. Hvis tro- og loveerklæring er udleveret, skal denne tilsendes virksomheden 1. sygedag. Virksomheden kan kræve mulighedserklæring mv. efter reglerne i sygedagpengeloven.
Fravær - øvrigt: Alt øvrigt fravær, f.eks. ferie og lignende skal være aftalt.

Ferie: Overenskomsten og Ferieloven er gældende
Personalehåndbog er udleveret: Ja Nej
Øvrige forhold: ____

Den ____ Den ____

Virksomheden Medarbejderen



Dansk Industri



VEJLEDNING til elektronisk blanket

Til punkt 1:

Ansættelsestidspunktet angives.

Der henvises til overenskomstens regler om definition på permanente arbejdspladser. Hvis der på ansættelsestidspunktet er tale om både værksteds- og udearbejde krydses begge rubrikker af. Vælg det fag den ansatte skal beskæftiges i.

Efter krydsrubrikken "andet" angives fag der falder udenfor de rubricerede, f.eks. møbelpolstre, arbejdsdreng eller andet.

Til punkt 2:

Som arbejdsgiverforening angives Dansk Byggeri.

Som lønmodtagerorganisation angives det forbund, der er lønmodtagerpart i de overenskomster, som Dansk Byggeri har med medlemmer af BAT-Kartellet, f.eks. Fagligt Fælles Forbund (3F) eller Dansk Metal. Det er overenskomstens lønmodtagerpart, som skal anføres og ikke det forbund, som medarbejderen eventuelt er medlem af.

Medlemmer af BAT-Kartellet er følgende forbund:

Fagligt Fælles Forbund (3F)

Bygge-, Jord og Miljøarbejdernes Fagforening (BJMF)

Dansk Metal

Malerforbundet i Danmark

Dansk EL-forbund

Blik- og Rørarbejderforbundet i Danmark

Til punkt 3:

Oplysningen skal gives af medarbejderen.

Anciennitet er opnået efter 6 måneders erhvervsarbejde uafhængig af branche.

NB: Medarbejdere, der ansættes efter overenskomsten mellem Dansk Byggeri og Malerforbundet i Danmark, skal have 3 måneders anciennitet under en overenskomst i branchen. Anciennitet optjenes på tværs af virksomhedstilknytning.

Såfremt ancienniteten på 6 henholdsvis 3 måneder ikke er opnået, skal det præcist anføres hvor mange måneder/uger, der er tilbage, før ancienniteten er optjent.

Til punkt 4:

Forekommer der andre lønafregningsformer, skal disse vedhæftes nærværende bevis.

I henhold til overenskomsten mellem Dansk Byggeri og Malerforbundet i Danmark sker ansættelsen udelukkende til akkordløn.

Til punkt 6 og 7:

Såfremt der i personalehåndbog eller lignende eksisterer andre regler udstreges punkt 6 og 7, og gældende regler udleveres sammen med ansættelsesbeviset.

Annex 3

Appointment on conditions similar to those enjoyed by salaried employees



Aftale om funktionærlignende ansættelse

Mellem medarbejder	og virksomhed
Navn: _____	Navn: _____
Adresse: _____	Adresse: _____
By: _____	By: _____
Tlf.nr.: _____	Tlf.nr.: _____
Fødselsdato: _____	CVR nr.: _____
Pengeinst: _____	
Reg.nr.: _____	Konto nr.: _____
Stillingsbetegnelse: _____	Ansæt pr.: _____

er der indgået aftale om funktionærlignende ansættelse på følgende vilkår:

Aftalen er et tillæg til:

- Bygge- og anlægsoverenskomsten med Fagligt Fælles Forbund (3F)
- Industrioverenskomsten med Fagligt Fælles Forbund (3F)
- Metaloverenskomsten med Dansk Metal/Blik og Rør
- Elektrikeroverenskomsten med Dansk El-forbund
- Murer- og Murerarbejdsmandsoverenskomsten med Fagligt Fælles Forbund (3F)
- Jord- og betonoverenskomsten med BJMF
- Murerarbejdsmandsoverenskomsten med BJMF

Løn

Lønnen er aftalt til kr. _____ pr. måned, som udbetales bagud på samme tidspunkt som for virksomhedens øvrige funktionærer. En gang om året tages lønnen op til vurdering og eventuel regulering.

Arbejdstid

Arbejdstiden herunder eventuel overtid, skifteholdsarbejde, forskudt arbejdstid, tillige med betalingen herfor, fastsættes i henhold til overenskomstens bestemmelser.

Arbejdssted

Medarbejderen er beskæftiget på:

- Ikke permanente arbejdspladser
- Permanent arbejdsplads. Indsæt adresse: _____

Ferie

Ferie optjenes og afholdes i henhold til overenskomsten og ferielovens bestemmelser. Under ferien ydes ferie med løn eller feriegodtgørelse, jf. ferielovens § 16.

Søgnehelldage

Der gives fuld løn på søgnehelldage og andre arbejdsfri dage.

Feriefridage

Medarbejderen har ret til 5 feriefridage pr. kalenderår.

Hvis feriefridagene ikke er holdt inden kalenderårets udløb, kan medarbejderen inden 3 uger rejse krav om kompensation svarende til en dagløn pr. ubrugt feriefridag.

Sygdom

Virksomheden betaler fuld løn under sygdom

Ved fravær fra virksomheden forholdes således:

Personalecirkulære er udleveret: Ja Nej

Opsigelse

Ved opsigelse gælder funktionærlovens § 2 (opsigelsesvarslert), § 2 a (fratrædelsesgodtgørelse), § 2 b (godtgørelse for eventuel usaglig opsigelse), § 16 (frihed til at søge andet arbejde i opsigelsesperioden) og § 17 a (tantieme, gratiale eller lignende).

Herudover er følgende aftalt:

(Funktionærlovens § 8 (funktionærens død) kan ikke fraviges ved aftale).

120-dages regel:

Det er aftalt, at medarbejderen kan opsiges med 1 måneds varsel ved en måneds udgang, når medarbejderen inden for et tidsrum af 12 på hinanden følgende måneder har oppebåret løn under sygdom i i alt 120 dage. Opsigelsens gyldighed er betinget af, at den sker i umiddelbar tilknytning til udløbet af de 120 sygedage og mens medarbejderen endnu er syg, hvorimod gyldigheden ikke berøres af, at medarbejderen er vendt tilbage til arbejdet, efter at opsigelsen er sket.

Gyldighed

Aftale om funktionærlignende vilkår har virkning fra

, den

, den

Medarbejder

Virksomhed

Annex 4

Agreement on transfer of holiday



BAT

Aftale om ferieoverførsel

Virksomhed _____

Medarbejder _____

1. Overført ferie

- 1.1 Parterne har i overensstemmelse med nedenstående regler aftalt, at _____ feriedage overføres til afholdelse i den følgende ferieafholdelsesperiode.
- 1.2 Der kan højst overføres 10 feriedage, og senest i den 2. ferieafholdelsesperiode efter overførslen af ferie, skal al ferie afholdes.
- 1.3 Hvis en medarbejder på grund af egen sygdom, barselsorlov, orlov til adoption eller andre feriehindringer er afskåret fra at holde ferie, overføres op til 20 dages årligt betalt ferie til den efterfølgende ferieafholdelsesperiode.

2. Afvikling af overført ferie

Parterne har aftalt følgende om afvikling af den overførte ferie (sæt kryds)

- 2.1 Ferien holdes i perioden ___/___-20___ til ___/___-20___
- 2.2 Anden aftale (anføres her) _____
- 2.3 Hvis der ikke er enighed om lægning af overført ferie, placeres ferien efter samme retningslinier som lægning af restferie.

3. Øvrige bestemmelser

- 3.1 Aftaler om ferieoverførsel skal indgås skriftligt senest den 31. december i ferieafholdelsesperioden.
- 3.2 Overført ferie skal holdes forud for anden ferie.
- 3.3 Fratræder medarbejderen inden al overført ferie er afviklet, udbetales feriegodtgørelse for de resterende overførte feriedage.
- 3.4 Aftale om afvikling af overført ferie kan kun ændres ved indgåelse af en ny aftale.
- 3.5 Feriegodtgørelse svarende til ovennævnte feriedage for medarbejderen udgør kr.: _____.
- Beløbet udbetales ved ferieafholdelse eller i forbindelse med arbejdsforholdets ophør i virksomheden.

Dato: _____

Virksomhedens underskrift _____

Medarbejderens underskrift _____

AGS – april 2020

Annex 5

Transfer of pension

Transfer of pension account from PensionDanmark

The parties to the collective agreement agree that when an occupational pension scheme or a company pension scheme is transferred to another pension scheme in connection with a job change, transfer may only be made to another mandatory pension scheme, e.g. a collective agreement-based or company pension scheme that is not established individually by a person and where the pension scheme normally cannot be surrendered so that the funds remain in a pension scheme.

However, transfer to a private scheme may be permitted if the member has become self-employed and for the past 12 months before the transfer has had no earnings as an employee liable to labour market contribution of more than DKK 60.000.

Copenhagen, 7 March 2023

For DI Overenskomst III represented by the Confederation of Danish Industries

For 3F Building Group, the United Federation of Danish Workers

Annex 6

Basis of agreement on mason's labourer's education and training

The parties agree that the 1½-year mason's labourers' education and training programme must be carried out according to the guidelines agreed between the Danish Construction Association and the United Federation of Danish Workers.

The program includes AMU education and training programs of a total duration of 11 weeks.

The organisations undertake to:

- Take care of the necessary administration of the system, including the establishment of the joint training committee referred to in the contract basis
- Ensure that training and education meets the requirements to a qualified mason's labourer.
- Contribute to the dissemination of the training and education among its own members and the public
- By agreement between the employer and the employee, an interview will be held after 6 months of employment where the parties discuss the possibility of starting the mason's labourers' education and training

Expenses related to joint initiatives to meet the above are shared with half to the Danish Construction Association and the United Federation of Danish Workers.

Purpose

The aim of the training and education program is to upgrade the skills of unemployed persons and employees with an interest in the masonry profession to become a mason's labourer in a masonry gang and on any masonry task.

Participants are qualified to:

- Independently attend to the journeymen for every masonry task.
- Independently receive and control the material inflow to the building site

- To produce and mix materials for use for tasks
- Certificate for the construction and dismantling of scaffolding
- Certificate for operation of a telescopic loader with crane function
- Certificate of fire measures for spark-producing tools
- Knowledge of the operation and installation of working platforms
- Knowledge of wet room protection
- Knowledge of levelling
- Knowledge of winter measures
- Knowledge of drawing material
- Knowledge of edp at user level
- Knowledge of common and new materials used at the building site
- Knowledge of general safety conditions and health and safety at work at the building site
- Knowledge of fire precautions for spark-producing tools
- Handling of construction waste

Content of training and education

The training and education lasts a total of 18 months and includes a practical and theoretical part.

The training course includes 11 weeks of teaching at an adult vocational training centre/vocational school. The apprentice shall be entitled and obliged to attend this teaching and shall be able to provide proof of each course of training and education before a certificate of training is issued.

The practical periods are handled by the enterprise with which the contract was signed. The enterprise will ensure that the trainee has a comprehensive understanding of the work in the course of the trainee period. It will be useful for the apprentice to work with an experienced or trained mason's labourers.

Conditions of access

All those aged 18 years or over have access to the training and education. In addition, it is a condition for starting the training course that you enter into an education agreement with an employer.

Approval of agreement

In order to be valid, the training and education shall be approved by the Joint Professional Committee for the Masons, Stonemasons and Plasterers trades.

Credit

Mason's labourers that can document successfully completed courses obtain credit for these.

Credit is granted upon application to the Joint Professional Committee for the Masons, Stonemasons and Plasterers trades.

Trial period

The first three months shall be considered to be a mutual trial period during which either party may terminate the collective agreement at one week's notice.

It is possible to terminate the training agreement beyond the agreed trial period of three months if a whole team cannot be assembled at the local training centre. However, the employee must first be offered to complete/start the training and education at one of the other educational establishments that provide the training.

Termination of agreement

A contract is signed between apprentice and enterprise for an 18-month period during which the apprentice is employed by the enterprise.

Temporary layoff during the employment relationship may occur for a maximum of 6 weeks throughout the training period.

In the case of long-term layoff periods in connection with poor weather conditions, the total training and education may be extended accordingly, unless the parties agree to terminate the relationship to normal termination. However, the periods in school shall be completed.

The employment relationship is not considered to be interrupted during the apprentice's participation in training and education at the adult vocational training centre/vocational school.

After the end of the trial period, the collective agreement can only be terminated after the disagreements have been resolved and dealt with by the Joint Professional Committee for the Masons, Stonemasons and Plasterers trades.

The contract may be terminated by mutual agreement between the parties and shall not be addressed by the committee.

In special circumstances, the trainee may be transferred to another enterprise after consultation with the training committee.

Working hours, payment, holiday, sickness, etc.

The education relationship is covered by the collective agreement between the United Federation of Danish Workers and the Danish Construction Association, which is in force at any time.

Payment of wages throughout the contract period, including during school stays, is made through the enterprise.

During stays at school, the enterprise receives compensation for adult education and continuing training under the Danish Vocational Education and Training Act.

Holidays cannot be organised during school stays.

Travel costs

The apprentice's costs in connection with transport and accommodation for course stays at Adult Vocational Training Centre/Vocational School follow the rules for participation in vocational education and training.

Certificate of education and training

After the end of the education period, the Joint Professional Committee for the Masons, Stonemasons and Plasterers trades issues a certificate of education. The certificate contains a description of the fields of activity in which the apprentice has been employed and information on the completed courses.

At the end of the training and education, members of the United Federation of Danish Workers will receive a belt with the mason's labourers' education and training logo on the buckle.

Disagreements

Disagreements concerning the content and understanding of this Agreement shall be brought before the organisations and may be brought before the Joint Professional Committee for the Masons, Stonemasons and Plasterers trades. Disagreements concerning contractual relations are, however, dealt with in accordance with the procedures for settlement of industrial disputes between the United Federation of Danish Workers and the Danish Construction Association.

The mason's labourers' education and training is set up by the Joint Professional Committee for the Masons, Stonemasons and Plasterers trades and is represented by a joint committee.

Det Faglige Fællesudvalg for Murer-,
Stenhugger- og Stukkatørfaget
Bygmestervej 5, 2nd floor
2400 København NV
Tel. 35 87 87 87

The above basis of agreement has been prepared by the Danish Construction Association and the United Federation of Danish Workers and applies to apprentices and enterprises when concluding and completing the mason's labourers' education and training.

Copenhagen, 2 July 2019

The Danish
Construction
Association

Building, Earth and
Environment Union,
Copenhagen

United Federation of
Danish Workers

Annex 7

Pre-training

in masonry between DIO III and the United Federation of Danish Workers

Background

The organisations want that more people choose to get an education in masonry, while also wanting to avoid drop-out.

Pre-training therefore offers an opportunity for more young people to gain greater insight into the trade and to obtain a better practical basis on which to assess whether the industry/education is right for them.

Pre-practice (internships) may also be used advantageously to introduce the construction and civil engineering sector to young people from different ethnic backgrounds.

Purpose

The purpose of preliminary training for young people are as follows:

- that the enterprise and the young person are given the possibility to develop a collaboration that could subsequently result in a training contract
- that the enterprise has the opportunity to form an impression of the young person's personal, general and professional qualifications and whether these are a good fit for the profession and the enterprise organisation.
- That young people have an opportunity through relevant work to test out their abilities and interest in the chosen trade
- To reduce the drop-out rate among apprentices
- To create more potential training places among more enterprises

Framework

Pre-placement agreements only apply to young people who are 15 but are not yet 18 years of age.

The enterprise must have been approved as a practical training enterprise to train apprentices within the trade where the pre-trainee wishes to be

trained, the agreement being concluded with the intention that an ordinary training agreement will be concluded in continuation of the pre-training period.

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

The entire pre-training is covered by the collective agreement in the training area in force from time to time and made between DIO III and the United Federation of Danish Workers, 3F, respectively.

At the start of the agreement, the trainee receives at least one set of workwear and safety footwear.

Either party may terminate the agreement at any time by giving five working days' notice in writing. If the enterprise terminates the pre-placement agreement before the expiry of the agreement, the enterprise must provide written grounds explaining why the pre-placement participant will be unable to complete the pre-placement agreement.

A copy of the notice of termination must be sent to the industrial committee.

The pre-placement agreement lapses automatically on the agreement's expiry date and the date of concluding an ordinary training agreement.

In individual cases where a pre-placement participant needs skills' upgrading in language and academic qualifications, shorter working hours may be agreed upon.

A copy of the pre-placement agreement must be sent to the industrial committee.

Obligations of the enterprise

The enterprise ensures that the pre-placement participant is assigned an adult contact person responsible for the training during the entire pre-placement agreement period. At the start of the agreement, the contract person responsible for the training shall ensure that the pre-placement

participant receives thorough health and safety at work instructions regarding the tasks of the trade.

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

The enterprise gives the pre-trainee preliminary insight into the tasks of the trade and organises the pre-trainee's participation in tasks with the aim of ensuring that the pre-trainee learns the technical terminology used at the beginner stage and becomes motivated to undergo vocational training. The pre-trainee should not perform mason's labourers' work.

The enterprise takes out statutory industrial injury insurance covering the pre-placement participant during the agreement period.

Obligations of the pre-placement participant

Participate in the necessary safety instruction at the enterprise at the start of the agreement.

The pre-trainee shall follow the instructions given by the enterprise and other employees with regard to safety measures and tasks.

Adhere to the enterprise's general personnel administration regulations, which are determined and provided by the enterprise as follows:

- Report sickness or other absence
- Providing address information

Government order on youth work

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

Contract of employment

The organisations prepare a standard agreement as well as guidelines.

Copenhagen, 7 March 2023

Annex 8

Offshore wind turbines

The parties agree that the working time provisions of the collective agreement may be derogated by agreement in regards to work on coastal offshore wind turbines, non-coastal offshore wind turbines, and work directly related to enable planning of working hours for a working period of up to fourteen days followed by fourteen days off ashore.

Work on offshore wind turbines and directly related work

The enterprise and a shop steward may conclude a local agreement to the effect that the working hour provisions of the collective agreement may be derogated from so that working hours can be planned with a working period of up to 14 days followed by 14 days of land leave.

This provision applies to work on offshore wind turbines (coastal and non-coastal offshore wind turbines) and work and tasks directly related to offshore wind turbines.

The work shall be performed by employees whose job function is to perform work on offshore wind turbines in the same shifts as the work on the offshore wind turbines.

Employees who primarily work ashore are not eligible for the above.

Requirement for authorisation from the National Working Environment Authority

The above scheme is a deviation from Section 4 in the Government Order on resting periods and full days off etc. Subject to section 21 of the same order, DI DIO III and the United Federation of Danish Workers Building

Group have agreed that the rules on resting period and full days off are to be deviated from further than specified in sections 19 and 20 of the order. Subject to Article 21 of the government order, the above change is conditional on the approval of the Director of the National Working Environment Authority. DI DIO III and the United Federation of Danish Workers (Fagligt Fælles Forbund - 3F) will therefore request approval of the above scheme from the Director of the National Working Environment Authority.

If the National Working Environment Authority does not give approval

If the director of the Danish National Working Environment Authority cannot approve the above provision, an enterprise will instead be able to apply for permission to derogate from Section 4 of the Government Order on resting periods and full days off etc. If such dispensation is granted by the National Working Environment Authority, the above scheme can be used in the same way.

The text in Annex 8 will be changed to the following:

Work on offshore wind turbines and directly related work

If an enterprise is granted dispensation by the Danish National Working Authority to plan working hours with a working period of up to 14 days followed by 14 days of land leave, the enterprise and the shop steward may enter into a local agreement to the effect that the provisions on working hours of the collective agreement are derogated from so that working hours can be planned with a working period of up to 14 days followed by 14 days of land leave.

This provision applies to work on offshore wind turbines (coastal and non-coastal offshore wind turbines) and work and tasks directly related to offshore wind turbines.

The work shall be performed by employees whose job function is to perform work on offshore wind turbines in the same shifts as the work on the offshore wind turbines.

Employees who mainly work ashore are not eligible for the above.

The parties agree that if the director of the Danish National Working Environment Authority has not considered the above application before the expiry of the time limit for amendments to the renewed collective agreement, one of the above two provisions will be enforced by organisational agreement between the parties once a decision is made by the director of the National Working Environment Authority, depending on the decision.

This protocol solely relates to working hours on offshore wind turbines and directly related work.

Copenhagen, 7 March 2023

Annex 9

Table of seasonal and weather-related measures

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

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

Replacement of unsuitable backfill		X
The break-up of frost crust		X
Improvement and replacement of winter-damaged surfaces		X
3. Concrete work measures		
Measures to combat snow and ice on formwork, re-inforcement and aggregate materials		X
Measures to combat frost destruction of hardening concrete		X
Measures to protect concrete surfaces	X	
4. Masonry measures		
Measures to protect bricks, wall blocks, etc. against becoming wet	X	
Measures to protect mortar from low temperatures		X
Coverage and/or protection of newly erected masonry from rain	X	
Coverage and/or protection of newly erected masonry from frost		X
5. Roofing measures		
Measures against rain		X
Drying of roof at low temperatures		X
Removal of snow, frost, ice and water		X
6. Indoor work measures		
Temporary sealing of intermediate floors and/or roof structures against water seepage, cold and heat loss	X	
Drainage of rain and meltwater	X	
Snow clearance on uncompleted intermediate floors and roof decks		X
Closure of facade openings	X	
Heating and ventilation		X
Drying out of precipitation moisture	X	

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