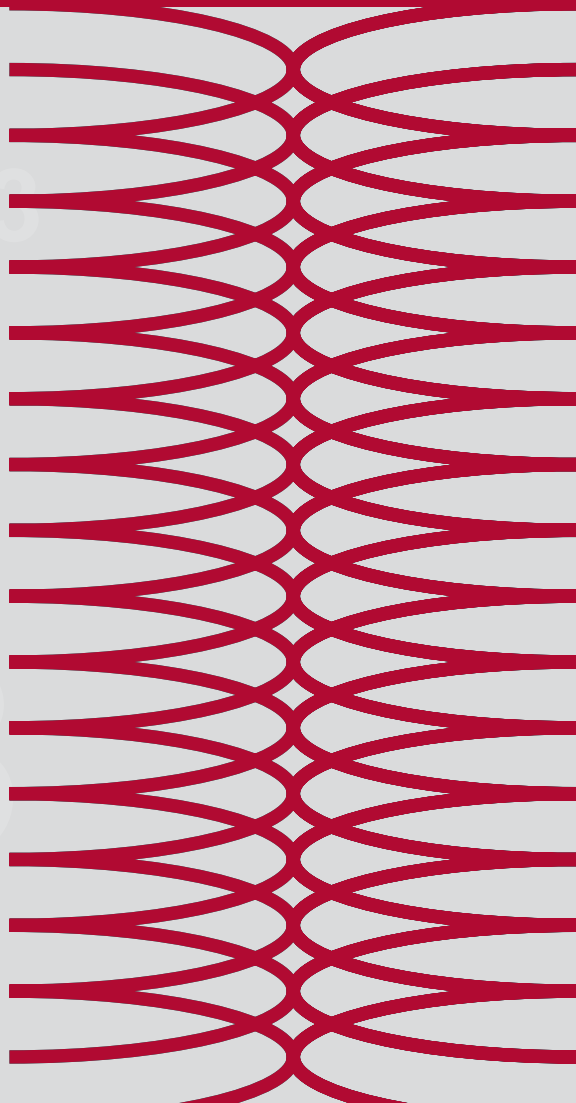




COLLECTIVE AGREEMENT FOR THE CONSTRUCTION AND CIVIL ENGINEERING SECTORS 2023

BETWEEN:

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



2023

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Chapter 1

Scope of the collective agreement

Art. 1 Scope of application

1. The collective agreement, together with the related piece work time specifications, applies to non-permanent workplaces nationwide except for the municipalities of Copenhagen and Frederiksberg.
2. In connection with the renewal of the present collective agreement in 2004, it has been consolidated with the collective agreement for the Construction and Civil Engineering Sectors concluded by SiD (The Special Workers' Association in Denmark) and BYG (Danish Building Contractors' Association) and now it applies to all present and future members of the Danish Construction Association who employ workers within the industrial scope of the collective agreement unless otherwise provided in individual provisions of the agreement.
3. The collective agreement covers the same scope of work as hitherto and work which can be performed by skilled construction workers and specialised labourers (learnt labour).
4. Wage rates are determined according to the provisions of the collective agreement, including the fixing of piecework rates based on time and motion studies and the minute factors determined by the organisations.

Paving works and assistance with paving works

5. The collective agreement, together with the related piece work price lists for paving works, applies throughout the country.

Special provision with regard to roofing works

6. The collective agreement, together with the related time specifications for roofing works, applies throughout the country with the addition of special provisions agreed upon by the parties on 3 February 1995.

Gardening and landscaping

7. The parties are in agreement as to the fact that members of DIO III have for many years been employed with the establishment, operation and maintenance of green areas and that the United Federation of Danish Workers has, on many occasions, participated in the settlement of industrial disputes with respect thereto, in accordance with the applicable collective agreement between the parties.
8. The collective agreement shall continue to apply to this type of work. However, local agreements – possibly with the participation of the organisations – must be entered into for work which requires vocational training as a gardener.

Off-shore work

9. The collective agreement also applies to work on floating and fixed platforms (the off-shore area). However, due to the special working conditions at such workplaces, a separate agreement has been concluded with respect thereto.

The agreement is attached as Annex 7.

The municipalities of Copenhagen and Frederiksberg

10. In the municipalities of Copenhagen and Frederiksberg, the existing collective agreement between Bygge-, Jord- og Miljøarbejdernes Fagforening (the Union of Construction, Energy & Horticultural Workers) and DIO III is in force. To the extent that DIO III and the Union of Construction, Energy & Horticultural Workers agree that the provisions of the existing collective agreement between them shall become invalid, the undersigned parties concur that the present collective agreement shall apply in the municipalities of Copenhagen and Frederiksberg.

Art. 2 Definition of permanent/non-permanent workplaces
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1. Permanent stationary workplaces from where a finished product or service is supplied to several different customers, including industrial enterprises, building element factories, ready-mixed concrete factories, industrial stone enterprises, gravel pits, stationary

repair shops and stationary plant and equipment sites, as well as enterprises which perform sewage or mud dredging works.

Varying employment

2. Employees are subject to the provisions which apply to permanent workplaces if the place of their actual employment and the principal place of performing work duties is at the permanent production site, regardless of whether or not they are assigned or posted (seconded) by the enterprise to perform assembly work/preparatory work at non-permanent workplaces.

Relocation

3. Employees may be relocated from permanent workplaces to non-permanent workplaces, and the employees concerned will then be covered by the provisions on non-permanent workplaces.

Art. 3 Division into zones

1. Zone

The boundary of Zone 1 runs northwest and north from Køge Bugt (Køge Bay) along the western boundary of the municipalities of Vallensbæk and Herstederne (intersecting the main Copenhagen-Roskilde road at km 16.0), after which it follows the western boundary of Ballerup parish and then goes along the southern and western boundaries of Værløse parish until the southern boundary of Farum parish immediately west of Farum Sø (Farum Lake). From here, the boundary between Ganløse and Farum municipalities is followed north-westwards, turning eastwards to the Slangerup railway line; then the railway line is followed until it enters Lynge parish, after which the zone boundary follows the eastern boundary of Lynge parish in a north-easterly direction and then along the western boundary of Blovstrød parish in a north-north-easterly direction until, immediately after crossing Kongevejen (at km 26.8), it meets the boundary of Karlebo parish along the south-eastern side of Store Dyrehave. From that point, the boundary of Zone 1 follows the parish boundary northeast along Store Dyrehave; then it goes northwest to the Grønholt Hegn forest and on along its south-eastern side

until the northern boundary of Karlebo parish, which it then follows eastwards to the Øresund strait immediately south of the Laveskov forest.

2. Zone

Zone 2 is comprised of Frederiksborg county, except for the parts which fall under Zone 1, as described above. Therefore, from Hornsherred, the county boundary follows the county border south of Skibby; similarly, east of Roskilde Fjord /Roskilde inlet/ it follows the southern boundary of Frederiksborg county along Værebros Å (Værebros stream) until the boundary of the southern judicial limit of Copenhagen county, which it then follows south to Hedehusene until it intersects the northern boundary of Reerslev. (it intersects the main Copenhagen-Roskilde road at km 24.4). Then the boundary of Zone 2 follows the boundary between Reerslev and Vindinge parishes and turns east between Reerslev and Tune parishes; from there, it goes south along the boundary between Tune and Greve parishes and then follows the boundary of Karlslunde parish in the south-eastern direction to Køge Bugt.

Art. 4 Admission of new members

The following applies to enterprises that join DIO III:

New members with a different collective agreement

1. Enterprises previously covered by other collective agreements and 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.

3. 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.

Adaptation negotiations

4. 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 89, sub-clause 17.

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.

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 construction and civil engineering projects, the organisations agree to offer joint introduction meetings for the 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. The reference to the law regarding the employer's duty to inform the employee of the terms and conditions of the employment relationship (the Contract of Employment Act) will, from the date on which the Danish legislation implementing the Working Conditions Directive enters into force, be amended to refer to the forthcoming implementation law with regard to the employer's obligation to notify the employee of the terms and conditions of the employment relationship.
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 a 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 on conditions similar to those enjoyed by salaried employees
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1. The organisations recommend that the enterprises who wish to introduce employment on terms similar to certain employees with more than one year's service preferably do so in accordance with the guidelines specified in the present collective 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 for appointment on conditions similar to those enjoyed by salaried employees are only valid if they are in writing.

The organisations have jointly drawn 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. See Annex 5.

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 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.

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

5. 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

6. 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. The provisions of Article 83, sub-clauses 8 and Article 84 of the collective

agreement do not apply to contracts of employment on conditions similar to those enjoyed by salaried employees.

7. 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

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

Holidays

9. For appointment on conditions similar to those enjoyed by white-collar workers/salaried employees, holidays are with pay and holiday allowance or with holiday allowance, cf. Article 16 of the Holiday Act. This provision replaces Article 64 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 before the holidays are not taken. Holiday carried over due to barriers to taking the holiday entitlement, cf. Article 64, sub-clause 5 of the collective agreement, may be notified by the enterprise to be taken during the notice period.

Pension on holiday allowance

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

Public holidays

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

Floating holidays

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

14. A special wage accrual scheme is set up for employees who are employed on salaried terms. 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.

15. 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

16. The enterprise pays full pay during sickness.

Other provisions

17. 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

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

If the enterprise seeks to be released from an agreement on employment as a salaried employee with a 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.
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.

Art. 9 The daily working hours

Daily working hours

1. Normal daily working hours are between 6:00 am and 6.00 pm.
The total time for the meal and rest breaks may not be more than one hour and not less than 30 minutes.

Determination of daily working hours

2. Daily working hours and the distribution of meal breaks must be determined in consultation with the employees.
3. If the enterprise is unable to comply with the employees' requests, working hours must be planned with due regard to the interests of the enterprise, and the resulting arrangement may be implemented with ten days' notice.

The employees are entitled to lodge a complaint under the Industrial Disputes Procedure within this period of notice if the

interests of the enterprise do not sufficiently justify disregarding the interests of the employees.

The agreed pay covers any staggering meal breaks, but not exceeding a daily average of one hour per week and not exceeding 1 hour and 30 minutes for a single day.

Art. 10 Variable weekly working hours

1. At the local level, a written agreement may be entered into to increase or reduce daily or weekly working hours such that the average normal weekly working hours amount to 37 hours over a predetermined period.
2. The period cannot extend beyond 12 months, excluding holidays.
3. Such an agreement may not cause the number of normal working hours to exceed ten effective hours per day.

Art. 11 Weekly working hours with accrued time off

1. Subject to a local written agreement, normal weekly working hours may be fixed at 46 hours on the condition that excess hours, in addition to the number stated in Article 8, are taken as time off in lieu, preferably as whole days, within three months of the qualifying period.

Overtime work pursuant to Article 18, sub-clause 2, 1, may not be performed at the same time.
2. An agreement on the prolonged weekly working time does not entitle to the payment for overtime work.
3. Lieu days must be fixed by the enterprise in consultation with the employees. Time off in lieu of days off shall be taken before an employee leaves the enterprise.

Art. 12 Weekend work

Conditions

1. Subject to local agreement, weekend work may be introduced.
2. In such an instance, the maximum number of working hours on Saturdays and Sundays, respectively, is twelve hours.
3. The beginning and end time of working hours on Saturdays and Sundays is set by the enterprise.
4. Employees who are hired for weekend work may not at the same time have any other paid employment.

Thus, no supplementary benefit may be paid out to the employees.
5. Agreement on the introduction of weekend work in the individual enterprise may only be concluded if the organisations agree to do so
6. Infringement of sub-clause 4 shall be regarded as a breach of the terms of employment and will result in immediate dismissal from the enterprise. Should an enterprise be cognizant of an infringement of sub-clause 4, the introduction of weekend work may be suspended.
7. Disagreement concerning the above shall be resolved in accordance with the provisions of the provisions for the settlement of industrial disputes set out in the collective agreement.

Pay conditions

8. Payment for weekend work shall be as stipulated in the collective agreement.
9. Additionally, supplements provided for in the collective agreement are payable similarly to other employees of the enterprise in the relevant field of activity.
10. Furthermore, supplements and allowances for work on Saturday and Sunday are payable as provided for in the collective agreement. Locally, it may be agreed to distribute the supplements and allowances as an average over the total working hours.

11. A precondition for weekend work is that total remuneration, including all supplements and allowances provided for in the collective agreement, shall at least be equal to normal pay remuneration at the given work location for a normal week

Days off and work on public holidays

12. The working hours shall be worked out prior to the introduction of weekend work so as to clearly establish which days (Saturdays/Sundays) are days off. Should there be such days off, an amount shall be paid out for these days equivalent to the individual employee's average hourly remuneration for the number of hours he or she would have worked on the days concerned. The amount shall be paid out from the employee's special wage accrual scheme. However, no amount greater than that deposited on the individual employee's account at the given time may be paid out.
13. Only ordinary remuneration shall be paid for work on public holidays, and thus no advance payment for public holidays which fall on weekdays shall be applicable.

ATP

ATP (Danish Labour Market Supplementary Pension Scheme)
full contribution calculation

Art. 13 Part-time employment

Part-time employment

1. Part-time employment contracts may be concluded at the local level.
2. Weekly working hours for part-time employment shall comprise a minimum of twenty and a maximum of thirty hours a week.

For the appointment of part-time employees, the normal weekly working hours (the number and placement of working hours) shall be agreed upon individually.

Amendments to the normal weekly working hours may be made in accordance with the provisions of Article 8.

3. Remuneration for part-time employees shall be in accordance with the generally applicable provisions of the collective agreement. The employees are not entitled to any pay compensation for reduced working hours.

Working hours in excess of the agreed working hours for the employee shall be paid at the relevant employee's normal hourly wage.

Working hours in excess of the enterprise's normal working time for full-time work shall be paid as overtime at the rates that apply to the other employees.

4. In accordance with the procedure for the settlement of industrial disputes, the organisations have the right to present a complaint regarding the misuse or abuse of the present provision, including cases where the number of part-time employees is deemed excessive.
5. It has been agreed that the stipulations of the collective agreement concerning seniority shall apply to part-time employees similarly to full-time employees.

Persons with reduced work capacity

6. Agreements on reduced working hours may be concluded with employees whose working capacity is impaired due to age, infirmity or injury.

Partial retirement, partial early retirement

7. An agreement on shortened working hours may be entered into with employees who request reduced hours due to a transition to partial retirement or partial early retirement.

The organisations are entitled to present a complaint about the abuse of the present provision in accordance with the procedure for the settlement of industrial disputes.

Art. 14 Outwork

If work is performed at workplaces located at such a distance from the enterprise's domicile that the enterprise deems it

necessary for the employees to stay overnight away from home in connection with the work, a local agreement must be made with respect to the type of transport, board and lodging, working hours and expected duration of the work.

Art. 15 On-call work

1. Call-outs to work after the end of normal working hours on non-working weekdays, Sundays and public holidays are paid in accordance with the provisions of the collective agreement but not less than the amount equivalent to the pay for four hours' work.
2. Local agreements on payment for being on call for work are concluded prior to the introduction of on-call work.

Art. 16 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 69, sub-clause 5.

Floating holidays

3. The employees are entitled to five floating holidays per calendar year.
4. Floating holidays are paid following the same provisions which apply to the payment of public holidays, cf. Article 69, and are taken in accordance with the same provisions that apply to the taking of residual holiday entitlement.
5. Advance payment for floating holidays for adult employees are as follows:

1 March 2020..... DKK 1.300.00

1 May 2024 DKK 1.500.00

Advance payment of floating holidays for young workers

1 March 2020..... DKK 700.00

1 May 2024..... DKK 800.00

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

Art. 17 Other arrangements concerning working hours

1. In instances requiring special work tasks, where there is agreement at the local level with regard to other arrangements concerning working hours than the ones described in the present collective agreement, such arrangements may be introduced following approval by the United Federation of Danish Workers (Fagligt Fælles Forbund) and DIO III.

Chapter 5

Overtime, staggered working hours, shift work

Art. 18 Overtime

Performance of overtime

1. Employees may be required to carry out overtime to the extent it is required by the type of work.
2. Enterprises may make use of up to eight hours overtime a week subject to local agreement.

In addition, in accordance with sub-clause 1 and labour law practice, enterprises may make use of overtime in the normal manner.

Calculation of overtime hours

3. Overtime calculated from the end of normal working hours including 30 minutes' meal break immediately after the end of daytime working hours.

The meal break is not included if the duration of overtime is only one hour.

Night work

4. Night work is calculated from and including the fourth hour after the end of normal working hours until the beginning of normal working hours on the following day, with 30 minutes' meal break every four hours.

Art. 19 Systematic overtime

1. If the local parties have tried without success to make an agreement on variable weekly working hours, see 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.

Art. 20 Remuneration for overtime, work on Sundays and public holidays

Overtime payment

1. Overtime in the first three hours after the end of normal working hours is paid at the hourly wage with a supplement of..... 50%

One out of these three hours may fall immediately before the beginning of normal working hours, but not before 6 am.

2. Overtime beyond the first three hours after the end of normal working hours (i.e. night work) and until the beginning of normal working hours on the following day is paid at the hourly wage with a supplement of 100%

Work on Sundays and public holidays is paid at the hourly wage with a supplement of 100%

3. The above-mentioned percentages are based on the minimum pay rate specified in Article 23.

Non-working weekdays

4. In case of work on a non-working weekday, overtime is calculated from the beginning of normal working hours.

Deduction for meal breaks

5. No deduction for meal breaks is made in the payment for overtime, night work and work on Sundays and public holidays.

Art. 21 Staggered working hours
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1. Staggered working hours cannot be established in such a way that total staggered working hours fall within the period from 6:00 am to 6:00 pm.

Reference is made to the provisions of Article 9 concerning notification of normal working hours.

Notification of staggered working hours

2. Where staggered working hours are introduced, at least 3 x 24 hours advance notice shall be given. If no such notice has been issued, an overtime allowance is paid for the work performed outside the enterprise's normal daily working hours until the end of the notification period.

Duration of staggered working hours

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

Advanced payment for working Staggered working hours

4. No allowance is payable for the portion of staggered working hours between 6:00 am and 6:00 pm, provided that the provisions of sub-clauses 2 and 3 are met.

5. If the working hours are staggered in such a way that they end after 6:00 pm but start before 12 midnight, the following hourly allowance is paid from the beginning of the pay week, including 1 May 2023:

From 6:00 pm to 10:00 pm DKK 28.15

From 10:00 pm to 6:00 am DKK 48.40

For staggered work starting at 12 midnight or later, the following hourly allowances are payable for hours worked until 6:00 am DKK 58.75

From the beginning of the pay week, including 1 January 2024, the hourly allowance rates will be amended to:

From 6:00 pm to 10:00 pm DKK 29.15

From 10:00 pm to 6:00 am DKK 50.10

For staggered work starting at 12 midnight or later, the following hourly allowances are payable for hours worked until 6:00 am DKK 60.80

Overtime in connection with staggered working hours

6. If an employee is required to work overtime in continuation of staggered working hours, the employee is – in addition to the above allowances – entitled to the overtime premiums fixed in the collective agreement for hours worked beyond the staggered hours.

Art. 22 Shift work

1. Shift work refers to a system of working in which employees work different working time hours according to a predetermined work schedule. However, provided that it is agreed, work may be carried out by permanent teams for all three shifts.

Usually, these teams replace each other, but if the best interests of the enterprise so require, the teams may overlap each other, or there may be breaks between them.

The enterprise's operating hours

2. The enterprise's operating hours are independent of each employee's collectively agreed working hours and are only limited by statutory provisions.

Notification and duration

3. Where shift work is introduced, at least 5 x 24 hours' notice must be issued. However, employees who have been hired for shift work or who may be regarded as shift workers, cf. sub-clause 6, are not entitled to require that such notice be given. If the work is required to be performed before the expiry of the notification period, employees who are entitled to require such notice are paid normal overtime allowances, calculated on the basis of the enterprise's normal daily working hours, instead of shift work allowance.

If, at the request of the enterprise and through no fault of their own, employees are prevented from continuing to perform shift work beyond a period of three days, they are paid as specified above.

Working hours (method 1)

4. For work on the first shift, the normal working hours for all employees is 37 hours per week. In the case of work on the second and third shifts, the normal working time is 34 hours per week.

Subject to local agreement, up to five hours' overtime per week may be carried out on all three shifts.

Working hours (method 2)

5. Shift work is arranged in accordance with a locally agreed rota cycle so that each employee's average normal working hours for work in three shifts amount to 35 hours and an average of 35 hours and 30 minutes for a two-shift system. Hours in excess of the above-specified average are converted to full days off included in the rota plan.

Shift workers

6. To be regarded as a shift worker, each employee must take part in the rota system at least six times within a period of six weeks.

Special provisions with regard to working hours

7. Working hours must be proportionally reduced for public holidays, holidays or other collectively agreed days off.
8. When the work schedule is prepared, employees must be given the weekends off work in the best possible way.

Interruptions, reorganisation, or transfer

9. In case of interruption, reorganisation of shift work in a predetermined rota system or transfer of employees, cf. sub-clause 10, the individual working hours of every employee in the given pay period must be individually calculated and compared to the standard working hours in accordance with sub-clauses 4-8.

Deficits in working hours are paid at the normal rate for hourly paid work, excluding all other allowances and excess working hours are paid at the overtime rates starting with the lowest rates.

10. If an employee is transferred from one shift to another without it being a consequence of an established rota system, a one-off amount is paid for each transfer. The following amount is paid from the beginning of the pay week including:

1 May 2023 DKK 231.45

1 January 2024 DKK 239.55

No additional payment is due if the employee is reverted to their original shift after less than six weeks or if they are transferred to daytime work.

The working day

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

Shift work allowance

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

1 May 2023..... DKK 43.35

1 January 2024..... DKK 44.90

13. For shift work performed during the period from 2:00 pm on Saturday to the end of working Sunday and on public holidays and other days off under the collective agreement, the following hourly allowance is paid from the beginning of the pay week including:

1 May 2023..... DKK 102.35

1 January 2024..... DKK 105.95

No additional overtime allowance is paid.

It may be agreed at the local level that the time intervals mentioned above start and end up to eight hours earlier than specified. For example, if the Sunday workday ends on Sunday evening at 10:00 pm, the allowance according to (12) is paid for work performed from that time onwards.

Overtime

14. For overtime carried out at the times which entitle to shift work allowance as described in (12) and (13), such shift work allowance in the amount corresponding to the relevant time interval is paid in addition to the overtime pay rate.

Work on or staggering of days off

15. If a paid day off cannot be given in exchange for work on public holidays or a collectively agreed day off, see (7), the following additional hourly allowance is paid for work on such public holidays or collectively agreed days off from the beginning of the pay week which includes:

1 May 2023..... DKK 102.35

1 January 2024..... DKK 105.95

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

16. If a pre-scheduled day off is staggered without this being a part of a reorganisation of an established rota system, the following

hourly allowance shall be paid from the beginning of the pay week, including

1 May 2023 DKK 30.60

1 January 2024 DKK 31.70

A pre-scheduled day off may not be staggered for a period in excess of four weeks unless otherwise agreed at the local level.

17. If an employee's pre-scheduled day off on a weekday is cancelled, they are entitled under the collective agreement to an extra payment for work on a guaranteed weekday day off.

Local agreements

18. Besides the stipulations mentioned in the present paragraph, local agreements may be concluded taking into account the enterprise's special circumstances relating to the scheduling of working hours, shift work and meal breaks, and the harmonisation of payments over a period of time. Such agreements must be made in writing.

Chapter 6 Hourly wages provisions

Art. 23 Adult employees

1. The minimum hourly wage rate for adult employees shall be as follows from the beginning of the pay week, which includes:
1 May 2023..... DKK 138.15
1 January 2024..... DKK 142.65

Art. 24 Drivers and asphalt workers

1. The minimum hourly wage rate for drivers and asphalt workers shall be as follows from the beginning of the pay week, which includes:
1 May 2023..... DKK 143.25
1 January 2024..... DKK 147.75
2. The term “drivers” refers to employees who primarily work as roller machine drivers, lorry drivers with HGV licences, drivers of tractors with loading and soil excavation tools, drivers of flatbed trailers and lorries with trailers for which special driver’s licences are required, drivers of excavators, heavy soil equipment, mobile cranes and construction cranes.
3. The term “asphalt workers” refers to employees who primarily work with the transport and manufacture of bituminous road surface materials (including cleaning and repair works).

Art. 25 Roofing works

1. The minimum hourly wage rate for roofers shall be as follows from the beginning of the pay week, which includes:

1 May 2023..... DKK 147.60

1 January 2024..... DKK 152.50

2. The above-specified pay rates apply to all repairs, minor roofing and coating works, outwork, removal of bulges, drying, Snow clearance, etc., not performed as piecework. The rates are equal to the minimum hourly wage rate specified in Article 23 minus DKK 2.75 + 9%.

Art. 26 Gardeners/Landscapers

Skilled landscapers may not be treated less favourably in terms of remuneration than stipulated in the collective agreement between the United Federation of Danish Workers (Fagligt Fælles Forbund) and the National Association of Danish Landscape Architects (Landsforeningen Danske Anlægsgartnere).

Art. 27 New employees without industry experience

1. The minimum hourly wage rate for new employees without industry experience shall be as follows for the first three months as of the beginning of the pay period, including:

1 May 2023..... DKK 132.65

1 January 2024..... DKK 137.15

Art. 28 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 wage rate specified in Articles 23-27.
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 therefore offset the part of the employee's hourly wage that exceeds the minimum hourly wage specified in Article 23-27.
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 a private bedroom in a hotel, inn, motel, apartment/holiday flat, summerhouse, a 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 supporting areas is concerned, the residential area must be separate from the building site, and the welfare facilities, as described in Article 32, 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. 29 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 the 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.
7. In the event of particularly dirty work, the employees are entitled to claim an allowance in addition to the basic wage if this has not already been accounted for in the determination of the pay. If an agreement is not reached, the disagreement can be dealt with in accordance with the procedure for the settlement of industrial disputes.

Disproportion as a whole

8. 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.

9. The parties agree that one of the conditions for the existence of disproportion as a whole is that the wage level of the individual enterprise is considerably lower than the 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

10. Disagreements as to whether disproportion exists may be settled according to the industrial dispute procedure in Chapter 17 (on the simple burden of proof principles). A possible industrial dispute case may be initiated on the basis of the conditions at an existing building site.
11. 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.
12. 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.
13. Any disproportion found must, if so requested, be the subject of local negotiations.
14. If there is found to be disproportion, the parties may, by industrial negotiations, seek to reach an 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. 30 Weather conditions

If the enterprise or its representative declares that the execution of certain work must be suspended due to poor weather conditions but expressly requires that the employee remains at the workplace while

awaiting the opportunity to work, such waiting time shall be paid at the minimum rate stipulated in Article 23.

Art. 31 Day and night duty

Day and night duty shall be paid at the minimum rate applicable at the given time, cf. Article 23, unless otherwise agreed at the local level.

Art. 32 Welfare facilities – non-permanent workplaces

Applicable provisions

1. Welfare facilities shall be implemented as specified in the currently applicable government order, which forms part of the provisions of the collective agreement, at present, the “National Working Environment Authority, the government order No. 2107 of 24 November 2021 on Construction and Civil Engineering Works”.
2. If employees find that welfare facilities do not comply with the applicable regulations, they may raise a complaint through their organisation.

Information meeting

3. An information meeting will then be held at the workplace within five days with the participation of the parties and representatives of the organisations unless the situation has been rectified previously. However, see point 8.
4. At the meeting, it is determined whether the regulations have been complied with or not and whether any deficiencies may be considered to significantly impair the utility value.
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 nature of the deficiencies is such that it is obvious that the holding of an information meeting would be fruitless, e.g. if there is no shelter at all in a place where it is required by the regulations, the employees may claim payment of shelter money rate two from the day the complaint was raised in writing until the day the conditions are rectified.
9. Disagreements within the scope of provision (8) are resolved in accordance with the Procedure for the Settlement of Industrial Disputes.
10. Any deficiencies as described in sub-clauses 6 and 8 must be rectified by the enterprise within five working days of the date of the information meeting or of the date on which the claim was raised in writing. Otherwise, the case may be continued under the labour law system.
11. If the duration of the work is max. three working days or six working days, and the enterprise does not provide adequate toilet and dining facilities, and the employees may claim shelter money at rate 1.

Shelter money

12. The shelter money rate of 1 per person per day is .. DKK 57.50
The shelter money rate of 2 per person per day is .. DKK 90.00

Chapter 7

Special provisions

The following shall apply to new members of DIO III and enterprises that were previously subject to the collective agreement for the Construction and Civil Engineering Sectors between SiD (Danish General Workers' Union) and BYG (Danish Building Contractors' Association):

Art. 33 Mileage allowance

1. For work performed at a distance of 10 km up to and including 35 km from the employee's residence, the employee is paid per day at work a travel allowance of at present DKK 2.19 per km or portion thereof in excess of 10 km for the journeys both to and from work.
2. The above compensation is subject to adjustment in accordance with government provisions for private transport exceeding 20,000 km per year.
3. No mileage allowance is paid for distances up to 10 km or if the employer provides a means of transportation free of charge.
4. Distances exceeding 35 km are charged separately.
5. Distances are calculated over the shortest practicable route.
6. Employees are not entitled to an increase in mileage allowance during an ongoing piecework job, even if the distance increases due to a change in the place of residence of the given employee.
7. Where a limit of 10 km is specified above, the applicable limit is 5 km for North Zealand, Zones 1 and 2, including the county of Copenhagen.

Special Provisions for roofing work in Annex 2 shall apply to enterprises that work with roofing work, irrespective of the date of the enterprise's membership of DIO III.

For enterprises that were previously covered by the collective agreement for the Construction and Civil Engineering Sectors between SiD (Danish General Workers' Union) and BYG (Danish Building Contractors' Association) the following provisions apply:

Art. 34 Stand-by duty

Agreements for stand-by duty may be entered into locally in accordance with the following provisions:

1. If, by agreement, an employee is obliged to be on call during duty periods that alone comprise public holidays and/or periods from the end of normal working hours on Friday until the beginning of normal working hours on Monday, the following hourly rate is paid from the beginning of the pay week including:

1 May 2023	DKK 29.25
1 January 2024	DKK 30.30

2. For stand-by duty outside the above periods, the following hourly rate is paid from the beginning of the pay week including:

1 May 2023	DKK 23.55
1 January 2024	DKK 24.40

When employees are called out to work during a stand-by duty, the duty allowance no longer applies, and the normal agreed hourly wage is paid according to the stipulations for overtime, Sunday and holiday work.

Payment is made for whole hours and for a minimum of four hours.

Where several employees are included in the rotation schedule, the distribution of duty periods must be negotiated.

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

The following shall apply to enterprises that were previously subject to the collective agreement for the Construction and Civil Engineering Sectors between SiD (Danish General Workers' Union) and BYG (Danish Building Contractors' Association):

Art. 35 Hotel accommodation and board

If, by agreement with the enterprise, employees need to stay overnight away from home, hotel and meal expenses (at a reasonable standard) are paid along with an allowance of DKK 138.75 per day.

Chapter 8

Payment of wages

Art. 36 Pay period

1. The pay period ends on Saturday at the end of working hours unless otherwise agreed between the enterprise and the employee.
2. The pay period runs on a fortnightly basis. Through a local agreement between the enterprise and a majority of the employees, a written agreement may be drawn up stating that wages will be paid on a monthly basis.
For monthly pay agreements, the pay period may commence at the earliest on the 20th of a month and end on the 19th of the following month.

Art. 37 Payment of wages

Pay day

1. Where the payroll period spans more than a fortnight, and if the payroll is paid via bank transfer, etc., payment may take place on Friday. For wage payment in cash or by cheque, wage payment shall be made on Thursday, before the end of working hours, as far this is possible.
2. Where there is a local agreement to monthly pay periods, wages shall be paid monthly in arrears and shall be payable on the last weekday of the month.

Public holidays

3. If Thursday is a public holiday, payment shall be made on the preceding working day.

Suspension of work due to poor weather conditions, etc.

4. If work has been suspended due to poor weather conditions or other circumstances beyond the control of the enterprise, payment may not be demanded until the following normal pay day.

Holidays

5. If payment of wages falls during a holiday, payment of wages shall be made on the first Thursday or, if applicable, Friday after the holiday.

Appointment and dismissal

6. Employees dismissed by the enterprise or its representative may not claim wage payment until the first following ordinary day for payment of wages.
7. Irrespective of whether they have received an hourly wage or have worked in piecework, employees dismissed by the enterprise or its representative must be provided with documentation for the number of hours that they have worked for an hourly wage or possibly in piecework when they are dismissed.

Advance payment

8. Advance piece-rate payment is due on pay days.
Requests for such an advance payment must, however, be submitted one week prior to the pay day.

Payment of piecework surplus

9. Payment of piecework surplus which is not subject to the dispute must be made on the first ordinary pay day following the end of the settlement period in which the deadline for raising objections fell unless otherwise agreed at the local level.
10. Payment of piecework surplus which was subject to dispute, must be made on the first day of ordinary wage payment following the end of the accounting period in which the dispute was finally resolved.

Uncollected piecework surplus

11. Uncollected piecework surplus shall be sent to the local branch of the union.

Art. 38 Payslips

1. Payslips with the following minimum information must be used in connection with the payment of wages:
 - The CVR no. of the enterprise
 - Hourly-paid work
 - 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 9

Performance-related pay

Art. 39 Piecework lists, guideline time schedules and schedules of wages

1. Enterprises which, prior to 1 March 2004, were subject to the collective agreement for the Construction and Civil Engineering Sectors concluded between SiD (Danish General Workers' Union) are still subject to the piecework lists, guideline time schedules and other schedules of wages within the scope of the collective agreement.
2. Enterprises which, prior to 1 March 2004, were subject to the collective agreement for the Construction and Civil Engineering Sectors concluded between SiD (Danish General Workers' Union) are still subject to the Price Schedule for Construction and Civil Engineering works in the regional districts and North Zealand, Zones 1 and 2, including the county of Copenhagen, between the union and BYG.
3. Furthermore, the parties abide by the collective agreements entered into between the organisations within the Confederation of Danish Employers and the Danish Confederation of Trade Unions with regard to works not specified in the above price schedules.
4. Enterprises that become members of the Danish Construction Association after 1 March 2004 conclude local agreements as to which of the above schedules of wages the parties wish to apply. If the parties cannot reach an agreement at the local level, the dispute is resolved in accordance with the provisions for the settlement of industrial disputes.

Art. 40 Piecework provisions

Price lists and price schedules

1. Works that are specified in schedules of wages, piecework lists and "Guideline Time Schedules" (in the following referred to as schedules of wages and data sheets) are performed as piecework within the times and at the prices stipulated therein unless the piecework rate is established based on time and motion studies or there is another agreement in place between the enterprise and the employees concerned.
2. No hourly wage, as specified in Article 23, is guaranteed for work performed under the piecework system.
3. Each of the organisations may at any time demand that the time specifications in the piecework basis may be revised, using time and motion studies in so far as resources are available for the execution of such studies. The issue may also become subject to discussion in the committee for piecework time specifications.

Ad-hoc work

4. Members of a piecework team may not refuse to carry out casual work for payment in accordance with the collective agreement if such casual work is directly connected with the piecework concerned at the same workplace, nor may they refuse to carry out a few casual, minor works in the absence of other employees.

Unloading materials

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

Piecework shortfall

6. The enterprise is, at its own responsibility, entitled to settle the account for the piecework if the employees work at a loss, provided this has been demonstrated. Alternatively, another agreement can be made between the parties.
Employees are considered to operate at a loss when their average earnings are below the minimum wage rate, cf. Art. 23.

Information to the shift

7. If the information for a shift about the working conditions is given to the employees' representative, the latter is obliged to pass it on to the shift. Such information is thus considered to have been brought to the knowledge of the shift.

Art. 41 Negotiations once per collective agreement year

Negotiations with regard to the basis for payments under the piecework system, bonus schemes, performance-related incentives, and other payment schemes which aim to boost productivity may be held a maximum of once in a collective agreement year.

Art. 42 Apprentice participation in piecework

1. Adult employees may not prevent apprentices from participating in the piecework.
2. Where apprentices participate in the piecework of adult employees, local agreements are made between the enterprise and the adult employees as to how much apprentices take part in such piecework.

Art. 43 Fixing of piecework rates according to "Guideline Time Schedules"

"Guideline Time Schedules"

1. The use of data sheets may be required for the fixing of piecework rates negotiations for work which is covered by "Guideline Time Schedules" issued by the organisations.
2. Similarly, the use of "Guideline Time Schedules" may be required in case of work performed at non-permanent workplaces using mechanical equipment and according to methods not provided

for in the piecework list, where conducting local time and motion studies would not be suitable or desired by both parties.

Deviations

3. If deviations from the values specified in data sheets occur during the execution of works covered by these, reduction or increase of time limits stipulated in the data sheets shall be negotiated.
4. If no agreement is reached, any of the parties may demand that a reduction or increase of time limits be determined in accordance with the provisions for the settlement of industrial disputes.
5. Reduction or increase of time limits ordered by way of the industrial disputes procedure (or industrial arbitration procedure) may become subject to revision by way of a new arbitration procedure if so required by any of the organisations.

New data sheets

6. The organisations unanimously agree to expand the basis for payment for works that may be carried out under the piecework system by means of preparing new data sheets within the appropriate scope.

<p>Art. 44 Fixing of piecework rates on the basis of time and motion studies</p>

1. When time and motion studies aimed at fixing piecework rates determination are carried out, and piece rates are determined on the basis of conducted time and motion studies, the provisions and minute factors adopted for time and motion studies in the collective agreement must be used.

<p>Art. 45 Execution of piecework on other basis</p>

1. The organisations endeavour to ensure that work which can appropriately be performed as piecework outside of the schedules of wages and data sheets is performed as piecework.

2. In such cases, price schedules and data sheets are used as guidelines for the agreement on the terms and conditions of the execution of piecework concluded between the enterprise and the employees concerned.
3. When an agreement on piecework which lies outside schedules of wages and data sheets is concluded, all provisions and special conditions for carrying out the work should be written down in advance and signed by the parties or their representatives. Such provisions and conditions may not be set aside by employees who are later taken on for the work.
4. If agreement is not reached on the piecework rates, the work shall be carried out with an hourly flat rate in accordance with the hourly wage provision.
5. Disagreements regarding terms and conditions of piecework may be resolved in accordance with the provisions for the settlement of industrial disputes but not by way of industrial arbitration unless the organisations agree to do so.
6. Disputes regarding the performance of work as piecework may not give rise to a work stoppage.

Art. 46 Minute factors

1. From the beginning of the pay week, which includes 1 May 2023, the rates shall be as follows (excluding the regular hourly allowance):

Copenhagen and North Zealand's zones 1 and 2....	DKK 2.58
Regional districts	DKK 2.44

From the beginning of the pay week, which includes 1 January 2024, the rates shall be as follows (excluding the regular hourly allowance):

Copenhagen and North Zealand's zones 1 and 2....	DKK 2.67
Regional districts	DKK 2.54

Regular hourly allowance

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

2. Special provision for roofing works

From the start of the pay week that includes 1 May 2023, the allowance, including regular hourly allowance, amounts to

..... DKK 2.95

From the start of the pay week that includes 1 January 2024, the hourly allowance, including regular hourly allowance, amounts to

..... DKK 3.04

Capital region

The minute factor for work performed in the capital region, i.e. within the area bounded by a circle with Copenhagen Town Hall Square at the centre and a radius of 27 km, is the minute factor applicable from time to time in the regional districts + DKK 0.064/minute.

The minute factors include the regular hourly piecework allowance of DKK 25.50.

Art. 47 Advance piece-rate payment

Work under the piecework system

1. For work performed under the piecework system, an amount equivalent to the minimum wage rate, see Article 23, is paid in advance.
2. If the work being performed is of longer duration, once every four weeks, the employees concerned can request the payment of an advance equivalent to 90% of the total amount due for the work performed according to the applicable piecework rates.
3. Should the enterprise demand final piecework accounts for a part of the piecework agreement while the work is in progress, such final accounts must be scrutinised according to the provisions of Article 49, under which advance payments of up to 90% are made.

Work under the piecework system in connection with conducting time and motion studies

- 4. When time and motion studies are conducted in order to determine the time necessary to perform individual work tasks for use as a calculation basis for the piece rates for the employees who carry out the given work, the minute factor agreed upon from time to time between the organisations less 10% is paid as advance payment.
- 5. Once the piecework calculations have been completed, payment is made according to the above provisions.

The following percentage allowances are taken into account when calculating advances:

If 15% or less of the anticipated number of units has been completed, the following is added to the basic time for the completion of the given number.....	40%
If more than 15% but less than 25% is performed ...	30%
If more than 25% but less than 35% is performed ...	25%
If more than 35% but less than 45% is performed ...	20%
If more than 45% but less than 55% is performed ...	15%
If more than 55% but less than 65% is performed ...	10%
If more than 65% but less than 75% is performed ...	5%

Art. 48 Special piecework payments terms

- 1. Any claim for payment for services not covered by piecework times and prices or included in schedules of wages and data sheets must be made as soon as possible during the performance of the work.
- 2. Where an employee representative makes a written claim to the enterprise or its representative for Special piecework payments, the enterprise shall reply to such a claim within six working days.
- 3. When the enterprise has made its offer, see sub-clause 2, the employees must respond to the offer in writing within six working days.

4. The day of receipt is not included in the above time limits.
5. If the time limits outlined in sub-clauses 2, and 3 are not met, the condition or offer, respectively, is considered approved.
6. The time limits are considered to be met if the claim or offer, respectively, has been sent by registered mail within the time limits mentioned or has demonstrably been received by the other party within the time limits mentioned.
7. Any dispute between the enterprise and employee representatives about the claims or offers made may be resolved in accordance with the procedure for the settlement of industrial disputes.

Art. 49 Piecework statement

Measurement

1. The enterprise and employees measure the work together when the work has been completed. Both parties may designate a proxy to appear on their behalf.

Submission of accounts

2. Piecework accounts shall be submitted to the enterprise within four weeks after the employees have been clearly informed that the full scope of the relevant piecework was completed.
3. Otherwise, the employees' claim to piecework surplus, if any, shall expire.

Accounting

4. If the enterprise keeps weekly work records, they must be submitted to the team foreman or another representative of the employees for signature. Otherwise, the employees' own working hours register will form the basis of the payments unless the lack of signature on the weekly work records is due to the fault of their representative.
5. Should a disagreement arise between the enterprise and the employees' representative on the contents of weekly work records, the employees' representative must sign them with an opt-out reservation.

6. Unless otherwise agreed, weekly work records are considered approved if no objections have been made to them within seven days of the date of payment.

Objections to accounts

7. Any objections to the accounts raised by the enterprise must be submitted in writing to the employees within six working days of the receipt of the accounts by the enterprise but at the earliest ten working days of the completion of the works. The day of receipt is not included in the above time limits.
8. Saturdays are not included in a five-day working week.
9. The time limit for raising objections to the accounts shall be regarded as having been met if the objections were sent by registered mail prior to the expiry of such time limit.
10. If it is indisputable that the accounts were sent by the local measurement enterprise, objections may be submitted to this enterprise instead of to the employees.
11. The objections must specify the points and amounts which cannot be approved. If the deadline for raising objections is not met, the accounts are considered approved.
12. If an enterprise or a worker has announced an aggregate (main) holiday, the deadlines will be prolonged for a period corresponding to the time of the holiday.

Settlement of disagreements/disputes

13. Within two weeks of the expiry of the time limit for raising objections, the enterprise and the employees shall enter into negotiations with regard to any disputable amounts.
14. If no agreement is reached by way of negotiations, the dispute shall be resolved in accordance with the provisions for the settlement of industrial disputes.
15. However, a written request for mediation must be submitted within six weeks of the expiry of the time limit for raising objections. Otherwise, the disputed part of the claim becomes void.

Special provisions

Team foreman

16. If a team foreman employed by the enterprise performs piecework tasks, any allowance they may have in addition to their ordinary hourly wage is not considered as paid hourly wage when piecework accounts are being settled.
17. If the enterprise imposes extra work on the team foreman over and above managing the piecework team and performing the piecework tasks, the enterprise shall keep the piecework team indemnified against any financial damage.

Quantitative discrepancies

18. If the given piecework is based on piecework studies and, due to reasons attributable to the enterprise, the employees complete fewer or more units (repetitions) than assumed, the anticipated basic time is adjusted according to the provisions in "Guideline Time Schedules" in connection with the settlement of piecework accounts.
19. Disagreements regarding the adjustment of basic time due to deviations from the precondition may be resolved in accordance with the provisions for the settlement of industrial disputes.

Work stoppage

20. If work is to be interrupted for a period exceeding three weeks, the employees are entitled to have the piecework accounts settled within ten days thereof.
21. Overtime allowance, allowance for night work and for work on Sundays and public holidays, is not considered as a paid hourly wage when piecework accounts are being settled.

Art. 50 The use of time and motion studies and guideline time schedules

Time and motion studies as a reliable basis

1. The United Federation of Danish Workers and DIO III have concluded an agreement on the use of time and motion studies.
2. The purpose of the agreement is to improve productivity. Productivity can be increased by identifying the following:
 - a. The most suitable working methods in the conditions.
 - b. An accurate time period basis for fixing of piecework rates. It is agreed that work studies are a necessary tool to achieve this.
3. Through the agreement, the organisations pledge their support for both the organisations and the individual enterprises' efforts for the use of time and motion studies.

Guideline times

4. The United Federation of Danish Workers and DIO III have concluded an agreement on preparing data sheets for indicative times for specified and normally occurring fields of activity performed using mechanical equipment and applying methods not provided for in the piecework lists.

The texts of these agreements are available upon request to the organisations.

Art. 51 Pricing committee for Paving Works

1. The parties establish a schedule of wages committee based on the equal representation rule (3+3 members) in order to implement changes in piecework price list for paving works in Copenhagen, North Zealand, Zone 1 and 2, and in the regional districts.
The organisations appoint their representatives to the committee.

For enterprises that were previously covered by the collective agreement for the Construction and Civil Engineering Sectors between SiD (Danish General Workers' Union) the following provisions apply:

Art. 52 Pricing committee

1. The parties shall set up a joint schedule of wages committee to determine prices for work with new or amended materials applicable to the piecework schedule, guiding times and schedules of wages for Construction and Civil Engineering and Concrete Work, and to deal with issues related to amended working conditions (e.g. when using labour-saving machines or electric hand tools, or changed work procedures/conditions due to amendments to health and safety at work requirements).
2. If the parties agree to establish prices for such works, these shall apply until declared invalid by one of the parties upon the expiry of the collective agreement. Agreement as to the establishment of prices for such work is an integral part of the collective agreement.

Prices or times shall be printed as supplements to the schedules wages for the current period and shall be included in the schedules of wages for the life of the collective agreement. For further details, see Article 101.

The committee establishes its own meeting schedule and themes/topics, and a summary of decisions is compiled that describes what was discussed and what the parties' opinions/proposals were from the committee meetings. The committee also meets when requested by either party. The committee meets within 14 working days unless otherwise agreed. If none of the parties requests that the committee be convened, the committee shall hold a meeting in the first week of October in the years in which no ordinary negotiation of the collective agreement takes place.

3. Where a dispute concerning the piecework basis is being considered, the committee must complete its activities as soon as possible and not later than within a time limit of two months unless the parties agree otherwise. The committee shall make

recommendations to the organisations for the approval of supplements or amendments to the piecework time sheets/guiding times or schedule of wages for Construction and Civil Engineering and Earth and Concrete Work and the collective agreement, as well as any revision of data sheets for Guiding Times agreed by the committee.

Adopted recommendations of proposals for supplements or amendments to the Piecework Time Sheets and Guiding Times, price schedule for Construction and Civil Engineering and Earth and Concrete Work and the collective agreement will not come into force until two months after the date on which they were approved by the organisations.

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.

4. These are final only if the committee agrees, and the matter is then concluded. Referring a dispute to the committee shall not, however, prevent or delay the setting of a date for industrial arbitration.

The above provisions do not restrict the right of the parties to demand resolution of an issue in accordance with the industrial disputes procedure, including Articles 43 and 45.

Art. 53 Time Specification committee for roofing works

1. A joint committee has been set up by the parties, made up of 4 representatives from each of the parties.
2. The committee is concerned with new materials, technical aids or other amendments to previously used structures or methods of working.
3. In the event that no new materials or amended working conditions have been dealt with, the committee shall convene in the first week of October in years in which no general collective bargaining takes place unless otherwise agreed.

4. Approved supplements and amendments shall only enter into force two months after they have been approved by the organisations.
5. If the committee is unable to reach an agreement on the setting of times, the issue in question will be dealt with in accordance with industrial law provisions.

Chapter 10

Pension

Art. 54 Pensions and healthcare scheme

1. Enterprises pay the pension contribution for adult employees over 18 years of age (until 1 September 2020 for apprentices who have reached the age of 20 years) and who have been employed for six months under a collective agreement between the 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 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 qualifying pay plus special wage accrual scheme. The employee pays 2% of the total contribution amount, and the enterprise pays 10%.
4. Employees have the right to increase their contributions.

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 completed six months of 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 is covered by the insurance provisions in Chapter 20, until they are entitled to a 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 10 shall be increased to the rates for journeymen/adult workers if the pension payment for the 18 and 19-year-olds is refunded to the enterprise through AUB. The insurance scheme provided for in Chapter 20 shall lapse at the same time. In such cases, the parties shall determine the month of entry into force.

Increased pension contribution during maternity/paternity leave before 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 hour DKK 12.75

The enterprise pays 2/3 of the total contribution amount, 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 18.45/2,957

Employee contribution DKK per hour/DKK per month 3.69/592

total contribution DKK per hour/DKK per month 22.14/3,549

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 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, with the prior consent of the parties, terminate the health insurance scheme with PensionDanmark by giving three months' notice, provided that they join another health scheme which is at least equivalent to the scheme of PensionDanmark.

Chapter 11

Sickness, child's first sick day, etc.

Art. 55 Sickness and injury

Duration

1. The enterprise pays wages during the employee's absence due to sickness for a period of up to four weeks starting from the first whole day of absence.

The enterprise pays wages during the employee's absence due to injury for a period of up to eight weeks, starting from the first whole day of absence.

Relapse

2. If, within fourteen calendar days of returning to work after the first period of sickness, the employee suffers a relapse and again becomes absent due to the same sickness, the four- or eight-week period, respectively, in which the enterprise pays wages to the employee, is counted from the first day of absence in the first absence period.

Sick pay entitlement

3. It is a condition that the employee has been continuously employed by the enterprise for at least three months and fulfils the requirements of the Danish Sickness Benefits Act (Syge dagpengeloven) regarding the right to receive unemployment benefits from the enterprise.

Statement length of service

4. The requirement for length of service at non-permanent workplaces has been met if the employee has had a total of three months' employment within the previous 18 months

Injury during working hours

5. The requirement for the length of service specified in sub-clause 3 does not apply to absence due to injury suffered in the enterprise during the course of work.

Provided that the employee qualifies for unemployment benefits in accordance with the provisions of the Danish Sickness Benefits Act.

Length of service during training

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

Interruption of length of service

7. An employee's length of service in the enterprise is not considered to be interrupted in connection with:
- sickness of up to three months
 - Call-up for military service for up to three months
 - Maternity leave/paternity leave
 - work interruption due to machinery breakdown, shortage of materials, etc., provided that the employee resumes work when given the possibility by the enterprise.

Payment

8. Sick pay consists of sickness benefit which the employee is entitled to, supplemented up to full pay, but up to no more than the following total amounts per hour from the beginning of the pay week which includes:

1 May 2023.....	DKK 161.45
1 January 2024.....	DKK 167.10

and for no more than 37 hours a week.

Calculation of sick pay

9. Sick pay is calculated as the employee's expected loss of earnings per working hour including systematically occurring nuisance bonus during the period of sickness.
10. If the expected loss of income per working hour is unknown, the pay during the leave is calculated on the basis of earnings in the last 4 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.
11. If the number of work hours in the preceding four-week period is not known, the number of hours is calculated pursuant to the provisions of the Danish Sickness Benefit Act and sick pay – for no more than 37 hours a week – is calculated by multiplying the number of hours by DKK 161.45/167.10, respectively.

Sickness/accident during the course of a working day

12. If an employee becomes unable to work due to sickness or suffering from an accident during the working day, the enterprise pays the employee's personal time rate for the rest of the day.
13. If the employee performs piecework, the enterprise pays the applicable unemployment benefit rate for the relevant number of hours.

Section 56-agreement

14. If an agreement has been entered into pursuant to Article 56 of the Sickness Benefits Act, the enterprise only pays sickness benefits to the employee in accordance with the relevant provisions of the Sickness Benefits Act unless the absence is due to sickness other than that on which the Section 56-agreement is based.

Art. 56 Child's first sick day

1. Employees and members of staff undergoing training and education are allowed time off whenever this is required to take care of their own sick child/children under 14 years of age who lives/live in the employee's home.

2. Time off is granted to one parent only and only during 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.
4. The employee receives the same pay for a day off as for a day of absence due to the employee's own sickness.
5. It is required that the documentation required by the enterprise is available.

Art. 57 Hospitalised children

1. Employees and staff on training and education courses are allowed time off when it is necessary for 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. The time off is granted only to one of the holders of parental responsibility over the child and only for a total of up to one week per child during a 12-month period.
3. At the request of the enterprise, the employee shall present evidence of hospitalisation.
4. The employee receives the same pay for a day off as for a day of absence due to the employee's own sickness.

Art. 58 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 second sick day

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

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 from special wage accrual scheme

4. 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.

Art. 59 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/paternity leave, cf. sub-clause 1, in the period until 1 July 2023 is earmarked as parental leave (four + five weeks), cf. sub-clause 5, meaning that maternity/paternity leave, cf. sub-clause 1, is ten weeks against the previous fourteen 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 (four weeks, cf. sub-

clause 1), may not be transferred to the father or co-mother with the effect of 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 fourteen weeks after the birth (pregnancy leave/maternity leave) to employees who, at the expected time of childbirth, have 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 2023 DKK 161.45

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, have six months' length of service within the last 18 months receive pay from the enterprise during absence due to maternity/paternity provisions in the period from four weeks before the expected

time of birth until ten weeks after the birth (pregnancy leave/maternity leave).

13. Adoptive parents receive pay during absence due to maternity/paternity provisions for a period of 10 weeks starting from the reception of the child.

Paternity leave/co-maternity leave

14. Wages are paid under the same conditions for up to two weeks during paternity leave/co-maternity leave.

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 time limits for notification of leave under the Danish Maternity Act are not observed, 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 leave is equivalent to the wages which the employee would otherwise have received during the period. However, a maximum of DKK 225.00 per hour from the beginning of the pay period is paid, including 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 earnings per hour worked is unknown, pay during leave is calculated based on the earnings during the last 13 weeks before the leave commences. 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. 60 Days off to care for dependants
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Under the present collective agreement, employees are entitled to take time off to care for seriously ill close relatives.

Chapter 12

Holiday and public holiday provisions

Art. 61 Holiday accrual

1. Entitlement to paid leave shall be earned with 2.08 days for each month's employment during the holiday year (1 September to 31 August).
2. 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. 62 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. Article 7 of the Danish Holiday Act regarding taking a holiday in advance and the principle in Article 15 of the Holiday Act on

notification of holiday not accrued at the time of taking a 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 termination is due to termination on the part of the enterprise, the enterprise may not offset more holidays than an employee can accrue before their resignation, unless termination is due to material breach by the employee.

No offset may be made where employees terminates or cancels their 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 holiday balance calculation is made, cf. Article 17, sub-clause 2 of the Danish Holiday Act, if a change in working hours means that the individual employee has received too little pay during their advance holiday.

Art. 63 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 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. 64 Transfer of holidays

1. It may be locally agreed that earned holidays over 20 days that have not been taken 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 6.
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 the 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. 65 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 for sickness periods amounts to 12.5% of the collectively agreed sick pay received by the employee during the holiday qualifying year.

5. Holiday allowance 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.

Holiday allowance per working day during sickness in 2023 constitutes:

Copenhagen Regional districts

Skilled workers DKK 204.25 DKK 190.75

Unskilled workers DKK 185.40 DKK 183.90

Holiday allowance per working day during sickness in 2024 constitutes:

.....Copenhagen Regional districts

Skilled workersDKK DKK

Unskilled workersDKK DKK

Holiday allowance per working day during sickness during 2025 amounts to:

..... Copenhagen Regional districts

Skilled workersDKK DKK

Unskilled workersDKK DKK

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

6. In the case of part-time employees, the fixed amount is calculated taking into account the difference between the agreed number of weekly working hours and the full number of hours, i.e. 37 hours.

Pension on holiday allowance during sickness

7. Please refer to Article 54, sub-clause 7.

Art. 66 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 accrued 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. 67 Special provisions

Non-transferability

1. The right to holiday leave and holiday pay is non-transferable and may not be the subject of legal proceedings.

Holiday allowance statutory limitation period

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, expires. The amount is transferred to the Byggegruppens Feriefond (Construction Group Holiday Fund), unless the employee has raised a legal claim for payment, made a demand under the provision for the settlement of industrial disputes, reported the case to the police, filed a petition for bankruptcy or made an application to the management of the Styrelsen for Arbejdsmarked og Rekruttering (Agency for Labour Market and Recruitment).

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 an enterprise wishes to use FerieKonto, this is possible. In such case, the enterprise shall inform the employees of this in writing before 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 Byggegruppens Feriefond (Construction Group Holiday Fund) in Article 68 of the collective agreement.

Art. 68 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. If the audit confirms that the enterprise has failed to settle unclaimed holiday allowance, the enterprise shall pay the audit fees.

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

Art. 69 Payment for public holidays, floating holidays, days off for senior employees, and childcare days
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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 dispose of the entire contribution to the special wage accrual scheme for their free choice, the enterprise may pay the remaining contribution of the amount exceeding 9.9% on an ongoing basis together with the employee's salary, unless the local parties have agreed otherwise. 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 5.9%, can be paid on an ongoing basis along with the wages.

Payment

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.
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 payments

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 young employees (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, Constitution Day, Christmas Day and Boxing Day.

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

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

The advance amount for 1 January is ascribed to the 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 their work location, any surplus or deficit on the employee's individual special wage accrual scheme 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 special wage accrual scheme and floating holidays for posted employees

12. If the public holiday and floating holiday supplement is specified in the employees' payslips, see the provisions of the collective agreement to this effect, or 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 under the same provisions as apply to holiday allowance if the employee only has amounts under the special wage accrual scheme account to their credit upon leaving the enterprise.

Art. 70 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. 71 Employees receiving state pension

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

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

Art. 72 Provisions on holiday leave for posted employees

1. The provisions of Articles 61-69 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 Article 6, sub-clause 1 of the Posting of Employees Act that if the legislation otherwise applying to the employment relationship is less favourable for the employee with regard to the length of the holiday and its payment, than Articles 7, 23 and 24 of the Holiday Act (the corresponding provisions in the new Holiday Act are Articles 5 and 16), the employer shall ensure that the employees are granted additional holidays and holiday pay so that their terms are equally favourable with those provided for by the Holiday Act. 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 contributions to the 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 13 Collaboration

Art. 73 Shop steward rules

Where is a shop steward elected?

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 fewer 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.

Machinery operators, including drivers employed at the various workplaces, may elect their own shop steward according to the above provisions.

Eligibility to be elected as 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 are entitled to vote.
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 must be held within one month of the employee ceasing to be a shop steward and at their 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 according to Article 55 during the professional development 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 made in writing and may not comprise agreements on performance-related pay subject to Chapter 9.
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 their duties, the shop steward is not allowed unnecessarily to neglect their work. It should also be a rule that any joint scheduled meetings are held outside working hours wherever possible. 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 their colleagues in the best possible way when pay and wage agreements are made under Article 29 of the Collective Agreement for the Construction and Civil Engineering Sectors, 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 shop steward

17. An enterprise has the right to dismiss shop steward just as any other employee. However, due to the nature of the matter, the enterprise must realise that it should not take such a step without having compelling grounds for doing so, just as it is obvious that the fact that an employee is acting as a shop steward should not be a reason for impairing the employee's position at the workplace. Reference is also made to Article 8 of the General Agreement (Annex 1).

SPECIAL PROVISIONS FOR FELT ROOFING WORKS

Eligibility to be elected shop steward

18. The shop steward shall be elected from among the recognised competent employees who have worked in the enterprise in question for at least six months. If a minimum of five employees with sufficient seniority cannot be found, the number of eligible persons shall be supplemented by the employees with the longest service.

Dismissal of a shop steward

19. The dismissal of a shop steward must be justified by compelling grounds. The enterprise management is obliged to give the shop steward a six-week longer notice period than the one to which he/she otherwise would be entitled as an ordinary employee in a way that does not affect the applicable notice provisions.

Please also refer to the General Agreement's Article 8.

Compensation for unjustified dismissal of shop steward

20. If the enterprise upholds its decision to dismiss the shop steward's employment after the dismissal has been deemed unjustified in accordance with the industrial disputes procedure, the enterprise shall, in addition to wages due for the notice period, be obliged to pay compensation to the shop steward of an amount depending on the circumstances, but not exceeding an equivalent of 20 weeks' wages calculated based on the shop steward's average earnings over the last three months. Such compensation shall be final, and no further compensation may be claimed under provisions of the General Agreement of 1973 with subsequent amendments.

Art. 74 Health and safety representatives
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1. The organisations unanimously recommend that their members elect health and safety representatives from among the employees who have completed statutory health and safety at work training.

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

Art. 75 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. 76 Collaboration committee

Works council

1. Enterprises with an average workforce of 35 employees over the past year may set up a works council if proposed by either the management or a majority of the employees.
2. If the number of employees falls below 35, the management or a majority of the employees can demand that the works council be abolished 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 no

senior shop steward has been elected to the group, the deputy chairperson of the group's joint consultative committee is selected 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 role of the collaboration committee is to provide information and guidance to the enterprises' management, employees and the works council to facilitate collaboration.
7. The collaboration committee considers matters concerning breaches of the cooperation agreement and seeks a solution before the matter is transferred to the Cooperation Board of DA and FH.(Confederation of Danish Employers and the Danish Confederation of Trade Unions).

Art. 77 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, which includes 1 May 2020, the contribution per working 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 14

Training and education

Art. 78 Time off for training and education

1. DIO III and the United Federation of Danish Workers recommend that education and training programmes tailored to the needs of the enterprise and the employees be drawn up for employees in each individual enterprise and that they undertake to contribute towards planning such programmes if the parties agree to request the assistance of the organisations concerned.
2. Participation in continuing training and education is scheduled with due regard to the enterprise's operations.
3. If the local parties agree that it would be expedient and relevant for an employee continuing training and education, the enterprise pays full wages to the employee for up to two weeks.

Art. 79 Education and training fund

1. A contribution of DKK 0.20 per actual work hour is made for each employee of the enterprise to the Construction and Civil Engineering Sectors' Training Fund (Bygge- og Anlægsbranchens Uddannelsesfond).
2. For enterprises that have acceded to the collective agreement but are not members of the Confederation of Danish Employers or the Cooperative Employers Association and Interest Organisation in Denmark, the contribution amounts to DKK 0.35 per hour.

Art. 80 DA/LO Development Fund

Employers shall pay a contribution to the education and training fund established between the central organisations, which is currently DKK 0.47 per working hour. The contribution is collected as determined by the central organisations.

Art. 81 The Construction and Civil Engineering Sectors Training Fund

1. The organisations establish the Construction and Civil Engineering Sectors' Development Fund, the purpose of which is to support the participation of employees in continuing training and education.
2. Contributions to the Construction and Civil Engineering Sectors' Education and Training Fund, cf. Article 79, is part of the Construction and Civil Engineering Sectors' Development Fund.

Time off for training and education

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 to be transferred from one year to the next without lapsing. However, within one calendar year, no more than six weeks may be requested.

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.

Possible uses

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

Contributions

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.

Disputes and 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 89. However, disagreements may not be forwarded to industrial arbitration.

Chapter 15 Appointment and dismissal

Art. 82 Appointment

1. The aim is to ensure that employees are appointed at the beginning of the working hours on Monday.
2. If a journeyman paver is taken on for less than a day's work, he/she will be paid for a full day.

Art. 83 Dismissal

Notice period

1. The following periods of notice apply to employees who, except for the below-mentioned interruptions, have been continuously employed in the same enterprise in the below-mentioned notice periods calculated from the date on which the employee reached 18 years of age, on termination by:

	From the employer's side	From the employee's side
From 0 to 1 year's employment	0 weeks	0 weeks
After one year's employment	3 weeks	1 week
After 3 years of employment	5 weeks	2 weeks
After 5 years' employment	7 weeks	2 weeks

The period of training and education, including any training and education undertaken before the employee reaches 18 years of

age, is included in the length of service if the apprentice continues in the enterprise after the training and education period ends.

2. Under normal circumstances, in the event of dismissal, termination of employment can only take effect from the end of the working day.
3. The notice period commences after normal working hours on the day the notice of termination of employment is received by the other party.
4. Efforts are made to terminate the employment in such a way that dismissed employees leave the enterprise at the end of a calendar week.
5. However, employees who work under the piecework system, cf. Article 4, sub-clause 2 of the General Agreement, may not leave the enterprise before the completion of the individual piecework agreement.
6. Disputes with regard to the length-of-service dependent notice periods are resolved based on ATP (Danish Labour Market Supplementary Pension Scheme) contributions.

Time off in connection with dismissal

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

Re-employment

8. If a dismissed employee becomes re-employed within a period not exceeding nine months, the employee retains the length of service they had at the time of dismissal for the purpose of calculating the notice period. However, this does not apply if the enterprise offers employment for a specified period or task with a duration of up to 49 calendar days. If any abuse of the above provisions is deemed to take place, the organisations have the right to intervene in accordance with the industrial dispute procedure.

Interruption of length of service

9. Absence due to sickness, maternity/paternity leave and military service is not considered an interruption of length of service.

Termination during periods of sickness and injury

10. 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.
11. Employees with 4 months' length of service who are unable to work due to sickness may not be terminated within the first 8 weeks of the period during which they are unable to work due to sickness.

Lapse of period of notice

12. Notice period from the enterprise's side no longer applies
 - there is no work for the employee due to work stoppage by other employees,
 - If the employees are temporarily laid off, cf. Article 84, sub-clauses 1 and 2, due to machinery breakdown, shortage of materials, poor weather conditions, lack of orders or similar and other events of force majeure which cause partial or full suspension of the enterprise's operations.

Failure to issue proper notice

13. If an employee who has not given cause for dismissal is dismissed without the notice period to which they are entitled, the enterprise must pay compensation to such employee in the amount equivalent to their normal wages for hourly paid work for the number of working days by which the actual notice period falls short of the required notice period.
14. If an employee leaves the enterprise without giving at least the notice they are required to give, the employee must pay compensation to the enterprise in an amount equivalent to their normal wages for hourly paid work for the number of working days by

which the actual notice period falls short of the required notice period.

Commencement of other employment

15. If an enterprise issues notice of termination to an employee and the employee can prove that he/she can start other permanent employment immediately after or even before the expiry of the notice period which they are required to give to the enterprise, the enterprise should accept this.

Art. 84 Temporary layoff

The parties have agreed the following guidelines on temporary layoff; cf. Article 83, sub-clause 12:

Valid reasons for temporary layoff

1. Within the areas where work is traditionally suspended in all or parts of the winter period – such as cable and wiring works and paving – the enterprise may temporarily lay off employees.
2. In addition, employees may in accordance with usual practice be temporarily laid off because of poor weather conditions, shortage of materials, lack of orders, etc.
3. In case of shortage of work, prior to temporary layoff, the organisations recommend conducting a dialogue on alternatively using the options for education and training provided by the collective agreement.
4. The parties agree that the temporary layoffs of an enterprise may not be systematic. Moreover, the parties agree that – insofar as possible – the enterprise should inform the employees as well in advance as possible of the temporary layoff.

Pay

5. When employees are temporarily laid off it means that the enterprise has no obligation to pay wages in the temporary 'sending home period'.

Other work

6. If an employee takes other employment during the temporary layoff period, the enterprise must be informed if it means that the employee does not want to return and resume their employment after the temporary layoff period. In such instances, the employee is not required to provide the enterprise with any notice period under the provisions of the collective agreement.

Information about resumption of work

7. After three months' temporary layoff, except for temporary layoff due to weather or seasonal circumstances, the enterprise contacts the employees to inform them of the estimated duration of the temporary layoff and when the employees are assumed to be able to resume work within the following three weeks.
8. If the enterprise is unable to offer employment, the employees are considered to have been given notice, and compensation corresponding to wages in the notice period is paid.

Resumption of work

9. As soon as the reason for the temporary layoff ceases, the employees must be offered work again.
10. Laid-off employees shall be offered employment with the enterprise in the department and field (of activity) they were laid off from before the enterprise hires new employees for this work.
11. Employees are obliged to resume work when it is offered again.

Chapter 16 Young employees

Art. 85 General provisions

The agreement covers young employees who have reached the age of 15 but have not yet reached the age of 18, and, with the exception of the following deviations, the collective agreement concluded between DIO III and the United Federation of Danish Workers applies to them to the full extent.

(The provisions do not apply to roofing works.)

Art. 86 Employment of young employees

1. At workplaces where at least three adult unskilled employees are employed, young employees may be employed on the below-mentioned special terms in the following numbers:

Number of adult employees	Number of young employees:
3-5	1
6-10	2
11-15	3
and so on.	and so on.

2. At workplaces where the work does not last longer than three weeks, one young employee may, however, always be employed, even though only one or two unskilled adult employees are employed.
3. Where more young employees than specified above are employed, the stipulations of collective agreements concluded between DIO III and the United Federation of Danish Workers

(Fagligt Fælles Forbund - 3F) are fully applicable to young employees in excess of the specified limits.

Art. 87 Wages of young employees

Hourly-paid work

1. The minimum wage rate for young employees who are over
15 but not 16 years of age is fixed at 40%
16 but not 17 years of age is fixed at 50%
17 but not 18 years of age is fixed at 70%

The minimum wage rate for adult employees, together with all applicable allowances in accordance with the collective agreement; see Article 23. The individual young employee's pay is agreed upon according to the same provisions as those applying to adult employees; cf. Article 29.

Piecework

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

Advance piece-rate payment

3. Advance payments are made for the young employee's share in the total amount of pay for piecework, see below, in the amounts calculated on the basis of the percentages of the minimum wage rate stipulated in (1), see Article 23. Furthermore, allowances are payable for work on public holidays as for hourly paid work.
4. If piecework rates include fixed allowances or if fixed allowances are set as percentage allowances, the fixed allowances are counted as advance payment.

Piecework statement and piecework surplus

5. If a young employee has reached the age of 16 but has not yet reached the age of 17, 40% of their working hours are included in the settlement of piecework accounts. If the young employee has

reached the age of 17 but has not yet reached the age of 18, 56% of their working hours are included in the settlement of piecework accounts. In the calculation of the young employee's piecework surplus, the advance payment made is set off against the pay for all hours in the piecework.

6. Any piecework shortfall may not be offset against advances paid to the young employee in accordance with the collective agreement or against the earnings which they can claim based on the above provisions.

Art. 88 Safety and training and education

1. Due consideration must be given to young employees' physical condition and safety during employment at the workplace.
2. The organisations are in agreement to support special efforts to provide young workers with vocational training, including by availing themselves of the options available for participation in courses and similar.
3. Young workers under the age of 18 are only authorised to operate certain machines where the work is a necessary component of a training agreement under the Danish Vocational Training Act or equivalent training and education of at least two years' duration that provides vocational skills. In such cases the minimum age is 15.

Chapter 17

Provisions for settlement of industrial disputes

Art. 89 Industrial disputes

Local negotiations

1. No dispute of an industrial nature between members of the undersigned organisations may cause a work stoppage, but the parties should strive to resolve such disagreements in accordance with the below provisions.
2. If an industrial dispute occurs in an enterprise within the scope of application of the present collective agreement, the parties in the enterprise or in the workplace must make an attempt to settle the dispute at the local level. Local negotiations must be conducted as soon as possible after a request to this effect has been made. The organisations recommend taking written minutes of the meeting.
3. If so requested by the employees or the enterprise, a representative of the organisations may assist with the negotiations.

Mediation

4. If the dispute cannot be resolved at the local level, the parties may, via their respective organisations, request that it be submitted for mediation.
5. A mediation meeting shall be held if one of the parties so requests.
6. The organisation which on behalf of its member requests that a mediation meeting be held, must in its application include a description of the matters in dispute and attach relevant documents as well as a copy of any minutes of the local negotiations.
7. Every effort should be made to hold the mediation meeting in the workplace within ten working days of the receipt of the mediation request from the opposing organisation. The mediation meeting is agreed between the organisations.

8. Organisation representatives who have participated in the local negotiation may not at the same time act as mediation officers.
9. At the mediation meeting, negotiations are resumed with the help of mediators who represent the respective organisations. Each organisation is represented by at least one mediator. The mediators attempt to resolve the dispute by way of direct dialogue. The mediators take minutes of the negotiation result and sign them with binding effect for the parties.

Organisation meeting

10. Before being submitted to the Danish Labour Court or to arbitration, a dispute may be discussed at a meeting of the organisations, provided that the organisations are in agreement.
11. A request for an organisation meeting shall be made to the counterparty organisation within four weeks of the date the mediation meeting was held.
12. The organisation meeting should as far as possible be held within three weeks of receipt of the counterparty organisation's request for an organisation meeting. The date of the organisation meeting shall be fixed according to agreement between the parties.
13. At the organisation meeting, the matter is presented orally to the mediators, and supplementary information is provided by the representatives of the parties involved, who are obliged to attend the meeting.
14. Representatives of the organisation who have participated in local arbitration may not at the same time act as senior conciliator.
15. The senior mediator then seeks to resolve the dispute through direct negotiation.
16. Minutes of the negotiations are taken, including a list of the issues which have been resolved as well as the matters on which agreement has not been reached. The minutes are signed by the organisations' head negotiators. The outcome of the organisation meeting is binding on the parties.
17. 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 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.

Industrial arbitration

18. If attempts at reaching agreement through the above-mentioned Industrial Disputes Procedure fail and the case concerns the interpretation of an existing pay agreement with general provisions or an existing collective agreement between the organisations, it shall be referred to industrial arbitration for a decision if requested by either organisation.
19. The organisation desiring a dispute to be resolved by way of arbitration decision shall submit a request to this effect to the opposing organisation within four weeks of the date of the mediation meeting or the organisation meeting.
20. The request for arbitration shall state the nature and extent of the dispute and include copies of the minutes of the preceding Industrial Disputes Procedure.
21. The date and time for the arbitration proceedings are fixed according to agreement between the organisations.
22. The court of arbitration shall consist of five members, two appointed by each organisation involved and one umpire appointed by the said organisations. Failing agreement about the appointment of umpire, the organisations shall ask the President of the Danish Labour Court to appoint the umpire.

23. Industrial issues shall be considered by an umpire with knowledge of the industry, and legal issues by a legally qualified umpire.
24. Generally, "industrial disputes" are understood to be disputes concerning price lists/schedules of wages and interpretations regarding their application, while "legal disputes" are all the other matters connected with the collective agreement.
25. If the parties cannot reach agreement as to the nature of the dispute and the competent umpire, both umpires hear the case on its merits together and issue a joint ruling.
26. If the organisations find it relevant, they may jointly elect a permanent professional umpire and/or legal umpire for a period of one calendar year at a time. They may be re-elected.
27. In cases of industrial issues, cf. sub-clause 24, the claimant organisation shall, within ten working days before the arbitration proceedings, submit written points of claim, including the case documents it wishes to produce at the proceedings, to the opposing party and the umpire. Similarly, the respondent organisation 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. In other cases, the claimant organisation shall within 20 working days before the arbitration proceedings submit written points of claim, including the case documents it wishes to produce at the proceedings, to the opposing party and the umpire. Similarly, the respondent organisation shall submit its points of defence and any annexes no later than ten working days prior to the arbitration proceedings, to the counterpart and the umpire. Any exchange of reply and rejoinder shall be made not later than six working days before the arbitration proceedings by the complainant and not later than two working days before the arbitration proceedings by the respondent, respectively.
29. During the hearing, the matter in dispute is presented orally by a representative of the organisations, who may not at the same time be a member of the arbitration tribunal.
30. The umpire is the chairman of the tribunal and presides over the proceedings. After the deliberation, the dispute is decided by a simple majority of votes.

31. If no ruling on the case is reached, the umpire shall determine the issue by making a reasoned award.
32. No one may be a member of the mediation committee or the arbitration tribunal in a case involving issues concerning the working conditions at a work location in which the person concerned has a personal interest.

Disputes

33. The present procedure for the settlement of industrial disputes does not restrict the right of the organisations or their members to stage a work stoppage based on the decision of the Confederation of Danish Employers or the Danish Confederation of Trade Unions without prior mediation or arbitration proceedings.

Time limits

34. 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.
35. The above provision may only be dispensed with if a prior written agreement to this effect has been concluded between the organisations.

Payment following mediation and arbitration

36. Amounts due for payment in accordance with mediation or the arbitration award are paid on the next wage payment day but at the earliest five working days after the order is issued and the distribution list were sent to and received by the parties to the case.

<p>Art. 90 Settlement of industrial disputes in cases of summary dismissal (instant dismissal)</p>

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 re-scheduling 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. 91 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. 92 Labour law

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. 93 Urgent cases

If a dispute arises between an enterprise and its employees about the quality of the work performed, the matter may be submitted for urgent consideration. In that case, the procedure follows the time limits specified in the "Standard for provisions for settlement of industrial disputes".

Art. 94 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.

Art. 95 Disputes inconsistent with the provisions of the collective agreement

1. If an enterprise or its employees judge that there is a risk of disputes in disagreement with the provisions of the collective agreement, negotiations between the parties to the collective agreement and the local parties shall, at the request of one of the parties, be initiated without delay in order to determine the background to the dispute.

2. If, as a result of such negotiations, DIO III or the United Federation of Danish Workers, finds it relevant, a follow-up meeting must be held as soon as possible and within five working days after the request for such a meeting, if possible at the enterprise's premises.
3. The provisions do not alter the general provisions regarding the resolution of disputes inconsistent with the collective agreement; cf. the relevant provisions of the General Agreement.

Chapter 18

Equal Pay Board

Art. 96 Equal Pay Board

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

Overall framework

1. The Equal Pay Board is established on the basis of the model used for the Danish Board of Dismissals.
2. The Board will examine cases regarding the interpretation and understanding as well as violations of the provisions of the Danish 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
3. 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.
4. Issues relating to Article 5a, sub-clause 4 of the Act and the relevant provisions of agreements shall primarily be resolved pursuant to the stipulations of the Cooperation Agreement. Only legal disputes in the form of disagreements regarding breaches or interpretation of the provisions may be brought before the Board.
5. The parties agree to strive to establish a unified system of sanctions.
6. 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.

7. 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.
8. 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.
9. In that case, a board of this type will be established in accordance with the above guidelines, with the necessary adaptations.

Chapter 19

Other provisions

Art. 97 Workwear

1. enterprises supply employees who have been employed for more than three months in the enterprise with two sets of standard workwear per year at the choice of the enterprise. Workwear may be supplied in accordance with a fixed annual schedule determined by the enterprise and is the property of the enterprise.

Art. 98 Tools and equipment

1. Necessary equipment and tools are to be provided by the enterprise in good and usable condition. When acknowledged to be necessary, the enterprise provides the employees with wooden-soled or safety footwear, working gloves and – in case of carrying out work in excavations with moist soil and water – coveralls. All the items must be in good and usable condition.
2. Tools and equipment remain the property of the enterprise.
3. Employees must treat tools and equipment with care. The employee may be held liable for indisputably negligent handling of items provided to them by the enterprise.
4. After the piecework completion, the tools must be returned to the enterprise in usable condition.
5. The enterprise provides a lockable toolbox upon request.

Paving works

6. The enterprise provides the necessary tools which remain its property.

Roofing works

7. Rubber shoes, rubber boots, working gloves, hammers and knives are provided by the enterprise as required.

8. The enterprise provides cleansing cream for the cleaning of hands.
9. Items provided by the enterprise (tools, etc.), which remain the enterprise's property, shall be kept in a toolbox received from the enterprise and secured with a lock or in another similar way. The employees are obliged to put the tools in the toolbox every time before leaving the workplace. If this precaution is not observed, the employee concerned shall be held financially liable for any missing property (tools, etc.). The property provided by the enterprise to the employee remains the property of the enterprise.

Art. 99 Pilot schemes

1. Provided that the organisations have granted approval, it may at the local level be agreed to use pilot schemes procedures which deviate from the stipulations of the collective agreement, for example – based on local agreements – to supplement and derogate the agreement's provisions on working hours, to introduce alternative collaboration forms, job rotation, mixed work teams or common wage types for various groups of skilled workers.
2. In the case of pilot schemes involving prolonged working hours, it may be agreed that pension contributions and special wage accrual scheme pay for working hours in excess of 37 hours per week should be converted into a supplement to the individual employee's wages.

Art. 100 Electronic documents

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

Art. 101 Revision of the collective agreement, etc.

1. A committee shall be set up comprising two representatives from DIO III and two representatives from the union to supplement or amend the piecework time sheets as required - taking into consideration the emergence of new materials, technical tools or other amendments to the previously used structures or method of working. The committee may also deal with questions regarding additions to and modifications of the collective agreement.
2. When revising the time specifications for roofing, the committee is made up of four representatives from each party.
3. When either party submits a request that the committee consider suggests additions or amendments, the committee shall meet within 14 working days. If none of the parties requests that the committee be convened, the committee shall hold a meeting in the first week of October in the years in which no ordinary negotiation of the collective agreement takes place.
4. The committee shall, in all cases, have completed its work within two months and, before the expiry of this period, have made recommendations to the organisations for the approval of supplements or amendments to the piecework time sheets and the collective agreement to which the committee has agreed.
5. Organisations are required to respond to such recommendations within one month. Adopted recommendations or proposals for additions to or modifications of piecework lists or the collective agreement will not come into force until two months after the date on which the organisations approved them.
6. The above provisions do not restrict the right of the parties to require resolution of an issue in accordance with the industrial disputes procedure, including Articles 43 and 45.
7. The collective agreement and piecework lists may not be made available for third parties without obtaining prior approval from DIO III and the union in each individual case.

Art. 102 Enterprise relationships

1. The parties agree to counteract the circumvention of the provisions of this collective agreement.
2. In principle, the members of the United Federation of Danish Workers (Fagligt Fælles Forbund - 3F) should not to any significant extent undertake to perform on their own account any work which is covered by the scope of provisions of the collective agreement, and thus they should not individually or collectively take over contractors' work or place bids for such work, among other things in order to ensure the maintenance of the current level of pay rates through the execution of works in the largest possible degree by the enterprises which in relation to The United Federation of Danish Workers (Fagligt Fælles Forbund - 3F) are bound by the wage provisions of the collective agreement.
3. The present provisions do not restrict the right of members of the United Federation of Danish Workers (Fagligt Fælles Forbund - 3F) to join together to establish and register enterprises in compliance with relevant legislation in order to perform work which is covered by the scope of provisions of the collective agreement.
4. The member enterprises of DIO III shall bear the above in mind when signing contracts for the provision of construction and civil engineering works.

Art. 103 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. The temporary worker who a temporary (employment) agency has sent to perform work in a member enterprise may not be covered by the provisions of PensionDanmark's pension scheme if the agency is a member of another organisation within the Confederation of Danish Employers and therefore is covered by another pension scheme under another collective agreement.

Other matters

9. 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.

10. The parties to the collective agreement agree that it is natural that temporary workers are members of the same trade union or organisation as the enterprise's own employees who perform the same type of work.
11. 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. 104 Circumvention of the collective agreement

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. While determining whether a circumvention of the collective agreement has taken place, it shall, as general guidelines, be taken into account whether the self-employed:
 - 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 connected with the works.

Art. 105 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. 106 Duration of the collective agreement

The parties to the collective agreement agree that this present collective agreement and associated negotiated protocols, piecework schedules and price lists, etc., enter into force on 1 March 2023 and are binding on the parties to the collective agreement until terminated in writing in accordance with the provisions in force from time to time to expire on 1 March, but on 1 March 2025 at the earliest.

Copenhagen, 7 March 2023

On behalf of the United
Federation of Danish Workers
(Fagligt Fælles Forbund - 3F):

Claus von Elling

For DI collective agreement III

Niels Grøn

Chapter 20 Apprentices

These provisions apply to apprentices employed pursuant to the Danish Act on Vocational Training within the civil engineering field (civil engineering workers specialising in construction work, civil engineering workers specialising in building work, apprentice pavers and apprentice roofers).

The provisions laid down at the time in question by the industrial committees apply to the training agreement.

The establishment of a training relationship is subject to approval by the joint industrial committee Struktør-, Brolægger- og Tagdækkerfaget (committee for construction workers specialising in Structural engineering, Paving and Roofing) Bygmestervej 5, DK-2400 Copenhagen NV.

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.
2. When apprentices attend a vocational school, the working hours/provisions and attendance of the vocational school apply.

Floating holidays

3. The five floating holidays to which apprentices are entitled are paid when taken at the rate of the agreed apprentice pay.
4. 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.

5. 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.

6. 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 following minimum wage for apprentices will be paid from the beginning of the pay week that includes:

	01.05.2023	01.01.2024
1st-year DKK per hour	77.00	79.70
2nd-year DKK per hour	91.05	94.25
3rd-year DKK per hour	109.90	113.75
4th-year DKK per hour	127.40	131.85

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.

Training and education agreements concluded before 1 August 2020

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 and education 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 or the last Friday in September or 1 August, respectively, in the final year and the last Friday in the following March in the final year is paid at the minimum rate/minimum hourly wage for journeymen/adult employees at any time in the respective collective agreement.

The enterprise and 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.

Art. 4 Adult apprentices

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 traineeship, pay must amount to not less than the minimum payment rate of the trade.

Art. 5 Apprentices' participation in journeymen's piecework

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 receive 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 provisions 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.

Maternity/paternity pay

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

Child's first sick day

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

Hospitalised children

5. Apprentices are entitled to time off according to the same provisions as apply to journeymen/adult employees at the pay rate applying to the apprentice in question but not exceeding the maximum rate applicable to journeymen/adult employees.

Health scheme

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

Periods in school

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

Appearance before a draft board

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

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:

1 March 2022..... 3%

1 March 2024..... 5%

Holiday pay is included in the amount

Payment

2. The amount is paid to the employees together with the wage for the month of December. By agreement, the amount may instead be paid into the apprentice's pension account to the extent that

such account has been established in accordance with 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 had six months' paid work.
2. For apprentices over 18 years (until September 2020, 20 years) who continue their employment in the same enterprise after the training period, the training period will be included in the calculation of the length of service.
3. Rates of contribution to the pension scheme are shown in Chapter 10, Article 54.

Art. 9 Insurance benefits to apprentices

1. Apprentices who are not already covered by an employer-paid pension or insurance scheme may claim the following insurance benefits:

Ongoing pension for early retirement pension (annual)	DKK 33.000
Lump sum payment for certain critical sickness conditions	DKK 100,000
Lump sum death benefit	DKK 100,000

PensionDanmark health scheme

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

Art. 10 Workwear

Apprentices have the same right to workwear as adult employees.

Art. 11 Safety footwear

The enterprise provides safety footwear at the start of the training and education programme and during the subsequent traineeship according to the same provisions as those applying to journeymen/adult employees in the trade concerned.

Art. 12 Tools

1. The enterprise makes tools, including manuals, available to trainee construction workers and apprentice pavers at the start of the training programme.
2. The necessary tools are stated in the tool list prepared by the joint industrial committee Struktør-, Brolægger- og Tagdækkerfaget (committee for construction workers specialising in Structural engineering, Paving and Roofing)
3. If, at the start of the period in school, the apprentice does not bring tools with them, the school will provide them, and the enterprise will pay for tools in accordance with the recommended prices in the tool list.
4. The tools belong to the enterprise except books, which belong to the apprentice.
5. For apprentice pavers, the sledgehammer, chair and hammer remain the apprentice's property after the end of the training programme.

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 apprentices perform work requiring them to work away from the usual place of work or work requiring them to be away from their homes overnight, they receive payment according to the same provisions as those applying to journeymen/adult employees in the trade concerned.

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 vocational training accommodation by the enterprise that the apprentice currently uses the vocational training accommodation and stays the night at the vocational training accommodation.

Enterprises may have the expenses of the apprentice's vocational training accommodation 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 vocational training 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 vocational training accommodation will cease and be replaced by statutory provisions if the Danish Parliament adopts the bill agreed by the Confederation of Danish Employers and the Danish Confederation of Trade Unions in the official conciliator's draft settlement of 21 March 2014.

Implementation of the draft settlement means that enterprises shall pay the expenses incurred by apprentices in vocational training accommodation when their stay is necessary for the 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.
12. When documentation has been received, the above transportation allowance is paid in arrears on the usual pay days.
13. If public or general solutions should be found in the field of “travel allowance during periods in school”, such provisions will replace the above provisions.
14. 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 Holiday provisions

See the provisions of the Holiday Act.

Holiday guarantee scheme

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

Holiday pay of the piecework surplus

2. When journeymen/adult employees grant apprentices and adult apprentices piecework surpluses, the holiday allowance and special wage accrual scheme corresponding to the amount will accrue to the apprentices.

Art. 16 Special provisions

Vocational school

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

Apprenticeship test

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

Health and safety representative at work

3. Apprentices may not be elected as health and safety at work representatives during the training period.

Art. 17 Overtime

1. Apprentices may participate in overtime according to the same provisions as those applying to adult employees.
2. Working hours for apprentices under 18 years of age must usually not exceed the usual working hours for adults.
3. Apprentices under 18 years of age must not be employed for more than a total of ten hours per day.
4. Overtime in the first three hours after the end of normal working hours is paid at the hourly wage increased by 50%
5. One out of these three hours may fall immediately before the beginning of normal working hours, but not before 6 am.
6. Overtime beyond the regular working hours (i.e. night work) and until the beginning of normal working hours on the following day is paid at the hourly wage with a supplement of 100%

7. Work on Sundays and public holidays is paid with a supplement to the hourly wage
of..... 100%
8. The above-mentioned percentages are based on the minimum pay rate, cf. Article 3.

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 to be settled in advance by negotiation in accordance with the provisions for industrial disputes (i.e. local negotiation, local arbitration/arbitration, organisational meeting/organisational mediation). However, disagreements between the apprentice and the 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.

Chapter 21 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 at work activities, the parties' support of the enterprises' and the authority's activities are 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 at work 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), 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 are aimed at both the employer as well as 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. Once the Sector Association For Health And Safety In Construction And Civil Engineering (BFA Bygge- og Anlæg) documentation has been updated, the parties will jointly disseminate it targeting enterprises with and without an HSO.

Activities related to safety culture and behaviour

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 wider 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. Specifications of further 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 (Videntjeneste) 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 work to ensure that from 2025, BAM-BUS will be able to provide supplementary health and safety at work education and training. During 2023 and 2024, the parties must determine how

the supplementary health and safety at work training can be included as a core service/offer from 2025 as well as the financing, content and format.

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 of each of the players with their obligations under the working environment legislation.
- The Working Environment Authority's focus on the employer's obligations must be maintained, but initiatives aimed at building contractors, consultants, 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 construction and civil engineering 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 spheres as well as new technology, is important for enterprise 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 offered to the target group.

Grants and subsidies may be sought from the Construction and Civil Engineering Sectors' Development Fund for the 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 with the Board of the foundation before the end of 2023, attention should be drawn to the fact that the collective agreements have secured the support schemes and that the parties to the collective agreement shall be identified as the disseminators of marketing campaigns.
4. The parties agree to continue the work with the Construction Industry's Training and Education skills upgrading team, focusing on strengthening skills upgrading within the construction and civil engineering industry with a 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:

General provisions

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

Preventive measures for night shift work

2. 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. Article 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 additional night work provisions

The parties agree on the following additional night work provisions:

1. New insights into night work organisation

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 for increased screening of night workers

DIO III and the United Federation of The United Federation of Danish Workers (Fagligt Fælles Forbund - 3F) 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. Work committee

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 offer health surveillance.
- Follow and discuss the night work initiatives launched by DIO I and CO-Industri:
 - Data from the National Working Environment Authority on night work accidents.
 - Documentation template for use in the dialogue between the local parties on whether NFA's recommendations are being followed.

- Minimum requirements for a specific WPA specifically focused on night work that does not fulfil NFA's recommendations.
 - 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.
 - Update pamphlets on night work and health surveillance concerning night work.
 - Minimum requirements for surveys/questionnaires 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 night work and ensuring the development and performance of such activities – possibly under the auspices of BFA Bygge og Anlæg (BFA Building and Construction).

Copenhagen, 7 March 2023

Protocol for piecework apprentices

The parties agree that discussions on the provisions for apprentices' participation in piecework under Article 41 and Chapter 20, article 5, will commence during the life of the collective agreement.

The parties agree to use the committees stipulated in articles 51 and 99 of the Collective Agreement for the Construction and Civil Engineering Sectors as the framework for the discussion.

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

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

Copenhagen, 7 March 2023

Protocol on outwork/on-call work and stand-by duty/hotel and catering

The parties agree to engage in discussions during the life of the collective agreement concerning a potential merging of the provisions in Articles 14, 15, 33 and 34 of the Collective Agreement for the Construction and Civil Engineering Sectors.

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

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

Copenhagen, 7 March 2023

Protocol on work in committees

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

- What is the salary structure in the construction industry in terms of the relationship between Danish and foreign manpower? 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 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.

Insofar as the parties agree that residential information is relevant, the address of the residence in Denmark is also provided, for example, for the calculation of 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 Jen-
sen

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 notification expires, employees unable to use digital solutions will still be able to report in the way they did previously.
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 the 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 the settlement of industrial disputes.

The above protocol enters into force on 1 January 2024.

Copenhagen, 7 March 2023

Protocol on committees for digital exchange of documents re- garding 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 an 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 subject to approval by the parties' competent assemblies.

The committee must have completed its work by September 2024.

Copenhagen, 7 March 2023

Protocol on committee work regarding guidelines for effective 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 the 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 collec- tive 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 the parties' collective agreements are implemented, 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

Article 63, sub-clause 7 of the Building Agreement

Article 57, sub-clause 7 of the collective agreement for mason and bricklayers' labour

Article 44, sub-clause 8 of the industry collective agreement

Article 56, sub-clause 11, of the flooring collective agreement.

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 for shop stewards and health and safety representatives

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

Shop stewards are entitled to participate in these courses within the first 18 months after 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 at work 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 life of the forthcoming collective agreement, 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 55, sub-clause 8.

The Construction and Civil Engineering Sectors Training Fund provides a detailed framework for the support available for the skills' upgrading of unskilled employees for the duration of the forthcoming collective agreement and establishes a current positive list of training initiatives that qualify for subsidies.

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 can increasingly 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 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 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

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 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 place 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 apprenticeship 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 improving their qualifications and gain 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 projects and joint activities expenses 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 construction and civil engineering 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.

Therefore, These proposals will be at the heart of the cooperation between management and employees to ensure a green transition in the construction 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 for the training and education of assemblers in the service-orientated scaffolding industry in conjunction with HP3

There is a focus on the service-oriented scaffolding industry in terms of demands for the development of technical aids, working methods, health and safety at work, quality of the scaffolding, as well as requirements for safety during the performance of work and safety during subsequent use of the scaffolding. Focus and requirements are not reduced. Training assemblers in the service-orientated scaffolding industry is a natural aspect of the HP3 agreement.

To address this focus and these requirements and to ensure that expertise is maintained and expanded in the industry, the parties have agreed:

- the currently available scaffolder training scheme - currently the 2-year scaffolder training programme - shall be promoted as much as possible.
- New employees shall be offered a training agreement after three months of employment. At the conclusion of the training agreement, the enterprise must enrol the employee in a vocational school. New employees with documented knowledge, course attendance, certificate, training and education or credit for long-term experience in the industry may be granted an exemption after submitting this to the training committee.
- The enterprise must forward the training agreement to the body that manages the training and education programme at any given time - currently, Byggeriets Uddannelser (Construction Industry Training and Education).
- The training agreement must state the date the employee is scheduled to commence at the vocational school and the team number.

- The first three months after the training agreement is concluded are considered a trial period, during which the employment relationship may be terminated by either party giving one week's notice.
- After the trial period, has expired, the employment relationship may be terminated by giving one month's notice by the enterprise and 14 days' notice by the employee. This shall be submitted to the education committee prior to coming into effect. Compensation for lack of notice is calculated based on pay during vocational school attendance.
- If an apprentice is given a warning or summarily dismissed (instant dismissal), the enterprise must inform the training committee.
- The remuneration in connection with the scaffolder training programme corresponds to the applicable collective agreement rate for payment for "pay during sickness".
- The enterprise shall pay in accordance with the collective agreement for the Construction and Civil Engineering Sectors between DI DIO III and 3F for both time wage and piecework during the internship period.
- during the internship, the enterprise deducts DKK 2.00 per hour. The amount accrues to the enterprise.
- The enterprise - in the case of the scaffolder vocational school stay - receives all wage loss allowances in accordance with the legislation regarding vocational education and training as well as all subsidies from the Construction and Civil Engineering Industry's Education Fund.
- if the subsidy from the Building and Construction Industry's Education Fund ceases or is reduced, the basis of this agreement for remuneration for vocational school stays also ceases, and the minimum payment rate applicable from time to time in accordance with the collective agreement for the Construction and Civil Engineering Sectors.

- The first three months of employment in the enterprise are considered an induction period for new employees with no prior industry experience - this may include the apprenticeship period.
- The piecework during the induction period (excluding the fixed hourly allowance) is shared between the trained/experienced scaffolder and employees during induction in a 60/40 ratio.
- for new employees who have at least three months of practical experience and have completed at least two of the courses/modules of the two-year scaffolder training programme, there is no three-month induction period.
- For extraordinary tasks for which extraordinary staff must be used for a limited time, a dispensation from the training programme requirement may be granted. This requires applying to the training committee formed between the parties.
- if the employee does not wish to enter into a training agreement during the first three months of employment, however, the employee wants to continue working in the industry, an exemption must be submitted for approval by the training committee established between the parties - alternatively, the employment relationship shall be terminated without further notice and no later than at the end of the third month.
- employees in training as scaffolder must be given the opportunity to obtain a category C driver's licence.
- For more information, please refer to the employment agreement for the scaffolder training programme, which applies nationwide.

Copenhagen, 7 March 2023

Protocol for revision of White Paper HP3 price schedule for service-oriented scaffolding

The parties DI DIO III and 3F agree that upon the introduction of a new HP3 price schedule for service-orientated scaffolding, a revision of the White Paper in force between the parties shall be undertaken.

The white paper is revised and updated to reflect the new HP3 price schedule for service-oriented scaffolding.

The revision process will begin during the life of the forthcoming collective agreement OK2023.

Copenhagen, 7 March 2023

Protocol for the introduction of a new HP3 price schedule for service-oriented scaffolding work

In connection with the HP3, the agreement concluded between the parties on 11 September 2019 and protocol no. 38 OK2020, the pricing committee for service-oriented scaffolding on 27 January 2023 between DI DIO III v/Scaffolding section and 3F agreed that:

- The parties introduce a new HP3 Price schedule for service-oriented scaffolding work in Copenhagen and North Zealand's zones 1 and 2 and the regional districts as a supplement to the Confederation of Danish Industries and the United Federation of Danish Workers (Fagligt Fælles Forbund - 3F) and the current Collective Agreement for the Construction and Civil Engineering Sectors. HP3 Price schedule for service-orientated scaffolding work North Zealand's zones 1 and 2 and the regional districts attached to this protocol as annex 1 and 2, respectively.
- The parties agree that the introduction of the HP3 price schedule for service-related scaffolding work in Copenhagen and North Zealand's zones 1 and 2 and the regional districts has met the HP3 initiative to amend existing schedules of wages.

- HP3 price schedule for service-oriented scaffolding work in Copenhagen and North Zealand's zones 1 and 2 and the regional districts upon entry into force replaces previous price schedules for service-oriented scaffolding work in Copenhagen and North Zealand's zones 1 and 2 and the regional districts.
- Prices and sections, including those parts of the HP3 price schedule for service-oriented scaffolding work in Copenhagen and North Zealand's zones 1 and 2, which concern and are covered by the tent surcharge, are valid and in effect nationwide.
- HP3 price schedule for service-related scaffolding work in Copenhagen and North Zealand's zones 1 and 2 and the regional districts is prepared using 2022 prices and must be amended and follow the agreed price increases on price lists, schedule of wages and piecework rates applicable to the Collective Agreement for the Construction and Civil Engineering Sectors at the collective bargaining negotiations - OK2023.
- The 2023 adjustments take effect from 1 May 2023. The 2024 adjustments take effect from 1 January 2024. Any subsequent adjustments take effect from 1 March in the relevant calendar year.
- A new HP3 price schedule for service-related scaffolding work in Copenhagen and North Zealand's zones 1 and 2 and an HP3 price schedule for service-related scaffolding work in the regional districts will be published, including the increases agreed between the parties in the OK2023 collective bargaining agreement, and therefore the schedules of wages for 2023 have been "reset". Therefore, the agreed 2023 increases to the schedule of wages have been incorporated into the recently reprinted schedule of wages.
- The parties also agree that Action Plans 1-2-3 remain in force.
-

Copenhagen, 7 March 2023

Protocol on piece rate price list for paving 2022

Negotiations on 12 September 2022 and 17 January 2023 in a forum consisting of the members of the pricing committee for paving Works, cf. Article 50 agreed on the following in relation to the Piecework Price Schedule for paving 2022.

During the life of the forthcoming collective agreement, the parties shall continue to discuss the following matters in relation to piecework price:

- Piecework rates for granite tiles
- Piecework rates for granite paving stones
- Zone supplements in Copenhagen and common piecework rates nationwide
- Discuss new materials and methods of working
- Discussing the use of new materials compared to recycled materials.

Copenhagen, 7 March 2023

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 Collective Agreement 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:
 - the protocol 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 training representative is not covered by Article 73, sub-clauses 14, 16 and 17 of the collective agreement for the Construction and Civil Engineering Sectors.

Copenhagen, 7 March 2023

Chapter 22 Annexes

Annex 1 General agreement of 31 October 1973

between

The Danish Employers' Confederation 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. Where a collective agreement has been concluded, no stoppage of work (i.e. strike, picket, lockout or boycott) can be initiated during the period of the collective agreement's validity in the sector covered by the agreement unless warranted by the Standard Procedure for the settlement of Industrial Disputes, or by collective agreement. Secondary strikes or lockouts may be initiated in accordance with agreements and legal practice.
2. A work stoppage is lawful only if approved by at least three-quarters of the votes cast by a competent assembly under the 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 that are 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 organisation's further 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 to carry out 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.
 - c. In case of dismissal of a worker who has been employed in an enterprise for at least nine continuous months, the worker concerned is entitled to request the reason for their dismissal in writing.
 - d. 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.
 - e. 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.

- f. 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.
- g. The Board will issue a reasoned decision. If the Board finds that a dismissal/termination has been carried out 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.
- h. 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 (cancelled)

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 will oppose any attempts to exclude persons from joining worker organisations on the basis of enterprise 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 provisions 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 main organisations agree to seek to draw up more detailed guidelines for the holding of joint meetings regarding work stoppages as soon as possible.

Copenhagen, 1 October 1992

Annex 2

Travel allowance

(Applicable only to employment at non-permanent workplaces)

Copenhagen and North Zealand, Zone 1

Travel allowance

Regarding the civil engineering, masonry and carpentry trades

for work within the scope of the Copenhagen collective agreements and
North Zealand, Zone 1

(Collective agreement Board's order of November 18, 1948 with later amendments)

Where an employee who is a resident of the municipalities of Copenhagen or Frederiksberg is employed at a workplace within the area covered by the collective agreements for Copenhagen and North Zealand, Zone 1, and the workplace is located more than 1 km (straight-line distance) outside the boundary of the municipality of Copenhagen, and such employees shall be paid compensation according to the provisions stated in sub-clauses 1-4 below; cf. sub-clause 5. Where an employee, who is residing within the area covered by the collective agreements for Copenhagen and North Zealand, Zone 1, but outside the municipalities of Copenhagen and Frederiksberg, is employed at a workplace located in the area covered by the agreement and the workplace is located more than 2 km (straight-line distance) outside of the municipality in which the employee lives, such employee will be paid an allowance according to the provisions stated in paragraphs 1 - 4 below; see paragraph 5.

1. The employer pays for weekly or monthly travel cards for public transport for the part of the distance lying outside the fare zone or station which is nearest to the present local municipality boundary (in this regard, the municipality of Frederiksberg is reckoned as part of the municipality of Copenhagen). If the employee does not wish to use public transport, the compensation for the use of their own vehicle cannot exceed the expenses for public transport.

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

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

3. Where public transport is not available or expedient, the employee will receive an allowance per day on which they report for work of DKK 1.20 per kilometre or part of a kilometre for the distance from the local authority boundary to the workplace. The number of kilometres is measured by the nearest traffic route, and the compensation is only calculated one way.
4. Where the transport distance from the local authority boundary (in this context Frederiksberg is counted as part of the municipality of Copenhagen) to the workplace exceeds 12 km, in addition to the amount stated in provisions 1-3, the employee receives an extra allowance of DKK 0.55 compensation per kilometre or part of a kilometre in excess of 12 km, the allowance only being calculated one way. This compensation of DKK 0.55 per kilometre is not granted for the stretch mentioned in the agreement's para. 2, third sentence, for which no payment is made.
5. Payment of travel allowance is pursuant to paragraphs 1 - 3 lapses if the employer provides necessary and suitable transport from the fare zone or railway station nearest to the local authority boundary.

Where the employee is engaged for the work at the actual workplace, compensation allowance of every type as outlined in paragraphs 1 - 4 lapses.
6. Transportation allowance pursuant to the above is paid in arrears on the weekly wage payment day, but monthly travel cards are paid pro rata.

Special provisions concerning roofing work

Travel time and allowance calculation

As compensation for time spent travelling to the first workplace in the morning, the following travel allowance is paid:

1. For a distance from the place of employment to the first workplace in the morning measured in road kilometres, one way, the following amounts are paid:

a. Regional districts

	01.05.2023	01.01.2024	
	DKK		
From 0 to 7 km	22.65	23.35	
From 7 km to 30 km	46.30	47.80	
From 30 km to 50 km	78.65	81.20	
Allowance for travel in excess of 50 km*	1.37	1.42	

*In case of distances of more than 50 km measured in road kilometres, one way, the following additional amounts per kilometre driving time each way above the 50 km limit are paid in addition to the payment for the travel time over 30 km up to and including 50 km

b. Capital region

The area is covered by a circle with its centre in Town Hall Square and a radius of 27 km.

	01.05.2023	01.01.2024	
	DKK		
From 0 to 5 km	39.90	41.20	

From 5 km to 10 km	66.65	68.85	
From 10 km to 15 km	93.40	96.45	
From 15 km to 20 km	119.95	123.85	
From 20 km to 30 km	147.00	151.80	
From 30 km to 40 km	173.40	179.05	
From 40 km to 50 km	200.15	206.70	

The above travel allowances apply from the beginning of the pay week.

Travel in both areas

If the location of the workplace entails travel in both areas, the table with the heading 'The Capital' is used, but in such a manner that the sum of km travelled one way in the regional districts divided by 2.5 plus the number of km travelled one way in the capital is used as the point of entry to the table.

2. The above travel allowance applies to return journeys in one of the enterprise's company vehicles.
3. No travel allowance is paid to employees paid by the hour or at a piecework rate if the employee has been requested to report for work at the place of employment when working hours start.
4. In the latter case, travel time is paid by the hour at the minimum rate of pay, see Article 23.
5. Place of employment means the enterprise's business address, district office, agreed place for employees to report for work or similar.
6. In cases where, according to an agreement with the enterprise, an employee makes a car available to the enterprise and transports themselves and/or several other people, the employee is paid per km travelled by the nearest practicable route in accordance with state provisions. The rates of payment in para.

7. 1 a and b are adjusted by the same percentage rate as the minimum pay rate provided for in the collective agreement; see Article 23.

Annex 3

Winter construction

Agreement on winter construction measures

between

the Danish Construction Association and

The United Federation of Danish Workers (Fagligt Fælles Forbund – 3F)
and the Træ-Industri-Byg i Danmark –TIB (Timber, Industry and Building
Workers' Union in Denmark -TIB)

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 construction and civil engineering works in the period from 1 November to 31 March
- Government order no. 2107 of 24 November 2021 on construction and civil engineering works in accordance with Article 30, sub-clause 2 (stationary work location) and Article 30, sub-clause 3 (enclosures) 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 in accordance with the provisions on seasonal, weather-related or collectively agreed winter measures, cf. below, unless doing so would be obviously unreasonable or inappropriate.

For the implementation of winter measures, a distinction is made between seasonal, weather-related (A), collective agreement (B) and welfare winter measures (C):

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 Art. 11, sub-clause 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 site plan because the work is carried out in accordance with the trial arrangements in Article 4 of the Winter Government 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, sub-clause 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.

C. Collective agreement winter measures

Where moveable windbreaks, cf. Article 12, sub-clause 1 of the government order on Conditions at Construction Sites and Similar Places of Work is supplied at the initiative of the enterprise. Their assembly and moving them to the same work location shall be undertaken by the employees themselves and without payment.

Where a windbreak causes considerable inconvenience to the execution of work, the employees may require its omission.

Protection of materials

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

Settlement of industrial disputes

The extent of seasonal and weather-oriented winter measures cannot be dealt with in accordance with the provisions for the 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 Procedure for the Settlement of Industrial Disputes.

Table of seasonal and weather-related measures, based on the Danish Enterprise and Construction Authority (EBST) guidelines relating to 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		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, reinforcement 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	

Annex 4

Contract of employment



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 (eller arbejdets art):	Ansæt pr.:

er der indgået aftale om funktionærlignende ansættelse på følgende vilkår:

Aftalen er et tillæg til:

- Bygningsoverenskomsten mellem Dansk Byggeri og 3F
- Gulvoverenskomsten mellem Dansk Byggeri og 3F

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, tillige med betalingen herfor, fastsættes i henhold til overenskomstens bestemmelser.

Ferie

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

Søgnelighdage

Der gives fuld løn på søgnelighdage, feriefridage, Grundlovsdag og 1. maj.

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.

Sygdом

Virksomheden betaler fuld løn under sygdom og tilskadekomst

Ved fravær fra virksomheden forholdes således: _____

Personalehåndbog

Personalehåndbog er udleveret: Ja Nej

Opsigelse

Ved opsigelse gælder funktionærlovens § 2 (opsigelsesvarslør).

Herudover er følgende aftalt:

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, hvormod gyldigheden ikke berøres af, at medarbejderen er vendt tilbage til arbejdet, efter at opsigelsen er sket.

Gyldighed

Aftale om funktionærtillignende vilkår har virkning fra: _____

_____ dag, den _____

Medarbejder

Virksomhed

GÆLDER KUN FREM TIL 1. JUNI 2023

Annex 5

Contract of employment on terms 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.

Søgehelligdage

Der gives fuld løn på søgehelligdage 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.

Sygdом

Virksomheden betaler fuld løn under sygdom

Ved fravær fra virksomheden forholdes således:

Personalecirkulære er udleveret: Ja Nej

Opsigelse

Ved opsigelse gælder funktionærlovens § 2 (opsigelsesvarsler), § 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 6

Transfer of holidays agreement form



Dansk Industri



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 7

Offshore Agreement

Set of provisions for work on floating and fixed platforms

The parties initially establish that the collective agreement in force between the organisations forms the basis for employment conditions that are established:

Article 1 Scope

These present guidelines apply to all work on floating and fixed platforms. These present guidelines apply to all work on floating and fixed platforms. The guidelines concern work of at least one complete work and time off (four weeks) cycle.

For work of a duration shorter than one complete work and time off cycle, see Art 3, sub-clause. 4.

Art 2 Working hours

1. Platform work period is 14 days, followed by 14 days off ashore. The work period may be changed at the management's discretion, taking the interests of the enterprise into account. The ratio of working days to days off must be 1:1. The number of regular, effective daily working hours is 12 hours on all days of the week. If working conditions covering an entire period of work and time off are cut short before the end of the period, working hours performed are settled in accordance with Art 3, sub-clause 1, 2 and 3.
2. The number of working hours per work period (14 days) is 168. For each period, 20 hours of time off are accrued. Thus, time off accumulated must be used within 12 months, with consideration of the enterprise's operational requirements. Time off is arranged in consultation with the employees and taking into account the operational requirements.

An amount equal to 10 hours' pay (hourly wage rate including offshore allowance) per work period is set aside for use during the accumulated time off in lieu.

If the time off in lieu is not taken within the 12-month deadline, the amount set aside is paid out with the addition of 20 hours' overtime payment.

Art. 3 Pay conditions

1. Pay rates are fixed in accordance with the provisions of the collective agreement.
2. In addition to paying, a special offshore allowance will be paid from the beginning of the pay week, which includes

1 May 2023 per hour	DKK 42.90
1 January 2024 per hour	DKK 44.40

The offshore allowance includes all allowances provided under the provisions of the collective agreement and covers all special conditions connected with offshore work.

3. For work exceeding 12 hours per day, an overtime pay rate fixed at 50% of the agreed hourly pay, including offshore allowance, is paid. If total working hours during a 14-day period exceed 168 hours, payment for the exceeding working hours is increased by 50%.
4. The provisions of (2) and (3) do not apply to work tasks of short duration.

For work of a duration shorter than one complete period of work and time off, a local agreement is concluded in accordance with the provisions on work requiring employees to be away from their homes overnight; see Article 7.

Working hours for short-term work may follow the daily and weekly working hours specified in Article 2, but working hours exceeding the weekly working hours stipulated in Article 8 of the collective agreement for the Construction and Civil Engineering Sectors— weekly working hours – are settled in accordance with the provisions of the collective agreement, and time off in lieu is taken according to the agreement.

By agreement, adapted to the specifics of the offshore industry sector by agreement.

5. In addition to pay, special wage accrual scheme payments are granted in accordance with the provisions of the collective agreement.

6. For work on public holidays, i.e. the days for which advance payment for public holidays is due, the following allowance will be paid from the beginning of the pay week, which includes

1 May 2023.....	DKK 554.10
1 January 2024.....	DKK 573.50

Art. 4 Travel and waiting time

The work period is calculated from the departure from the base port (agreed meeting point) until arrival at the base port. For the additional transport time between the base port and the place of work, time off in lieu is given to the extent that total working hours exceed the time off ashore. A calculation of this is made every six months, and the timing of the time off in lieu is determined by agreement. Waiting time in the base port or on the platform is paid for at the pay rates mentioned in para. 3.

The organisations recommend that local agreements be concluded on allowances for transport between the employee's residence and the base port.

Art. 5 Board and lodging

Before the commencement of work, the details of the board and lodging are agreed upon.

Art. 6 Holiday

Employees are entitled to holidays and holiday allowance in accordance with the holiday provisions of the collective agreement, with the period in which holidays are taken being adjusted to the specific work periods.

Art. 7 Work requiring employees to be away from their homes overnight

These provisions only apply to work of shorter duration, cf. article 3, sub-clause 4 of this offshore agreement

Definition of work requiring employees to be away from their homes overnight

1. Travelling work means working in a different location, requiring the employee to stay overnight.

Payment for work requiring travel

2. Unless otherwise agreed, work requiring travel is paid at the employee's median earnings for piecework and hourly wage work combined in the enterprise in the preceding quarter.

Payment of travel expenses

3. The travel time is calculated from the time the employee leaves the enterprise to make the travel preparations required for the trip.

When the travel time is outside regular working hours, the official travel time by public transport plus two hours of preparation, etc., plus any local transportation, is added to the official travelling time.

4. Payment for travel time is agreed upon through local negotiations. If an agreement is not reached, travel time will be paid as follows:
 - a. Within normal working hours with standard payment for hourly paid work
 - b. Outside of regular working hours, 75% of the minimum payment.

Payment of travel, board and lodging expenses

5. The employees shall be reimbursed for transportation expenses, and insofar as they do not receive board and lodging at the work location at the employer's request, they shall also be reimbursed for expenses incurred for this purpose in accordance with local negotiations.

Agreements on subsistence allowance must take into account the duration of the journey and the cost level at the location to which the employee is travelling.

6. If work requires employees to be away from their homes overnight for a duration of fewer than eight days, board and lodging expenses are paid as per the account rendered unless another agreement has been made.

Annex 8

Pre-placement agreement

Between the Danish Construction Association, the United Federation of Danish Workers and

The Danish Wood-Industry-Building Association

Background

The drop-out rate in vocational training programmes is of concern. The organisations assess that drop-out can be reduced if young people – who choose training and education– have a better practical basis for assessing and exploring whether the industry training and education programme is of interest to 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 trainees
- 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 Trainees within the trade in which the pre-placement participant wishes to train, as the agreement is made with the intention that an ordinary training agreement will be concluded in continuation of the pre-placement period.

The pre-placement agreement shall last a maximum of six months but may be shorter by agreement between the enterprise and the pre-placement participant.

The entire pre-placement period is covered by the applicable collective agreement in the training and education sector entered by the Danish Construction Association, 3F or TIB, respectively.

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

Either party may terminate the agreement at any time by giving five working days written notice. 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

1. 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.

2. The enterprise regularly gives instructions and efficiently monitors that work is performed in accordance with health and safety requirements.
3. The enterprise gives the pre-placement participant introductory insight into the tasks of the trade. It organises the pre-trainee's participation in tasks to ensure that the pre-placement participant learns the technical language used at the "beginner level" and becomes motivated to complete vocational training.
4. The enterprise takes out statutory industrial injury insurance covering the pre-placement participant during the agreement period.

Obligations of the pre-placement participant

1. Participate in the necessary safety instruction at the enterprise at the start of the agreement.
2. At the commencement of the agreement period, the pre-placement participant shall participate in the required safety instructions in the enterprise.

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

- Report sickness or other absence
- Provide 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.

Annex 9

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, the 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 ordinarily cannot be surrendered xx hence 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

Annex 10

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 shop steward may conclude a local agreement to the effect that the working hour provisions of the collective agreement may be derogated from to enable the planning of working hours for a period of up to 14 days followed by 14 days of leave ashore.

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 carried out by employees whose job function is to perform work on offshore wind turbines and who work in the same shifts as those on 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 deviates from Article 4 of the government order on resting periods, full days off, etc. Subject to Article 21 of the same order, DI DIO III and The United Federation of Danish Workers (Fagligt Fælles Forbund - 3F) have agreed that the provisions pertaining to resting period and full days off shall be deviated from further than specified in Articles 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 National Working Environment Authority cannot approve the request as mentioned above, an enterprise will be able to apply to specifically derogate from Article 4 of the government order on resting periods and full days off etc. If the National Working Environment Authority grants such dispensation, the above scheme may be used in the same way.

The text in Annex 10 shall hereafter be amended to the following:

Work on offshore wind turbines and directly related work

If an enterprise is granted dispensation by the National Working Authority to plan working hours with a working period of up to 14 days followed by 14 days off ashore, 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 to allow planning of working hours of up to 14 days followed by 14 days of leave ashore.

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 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, xx pending the decision.

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

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