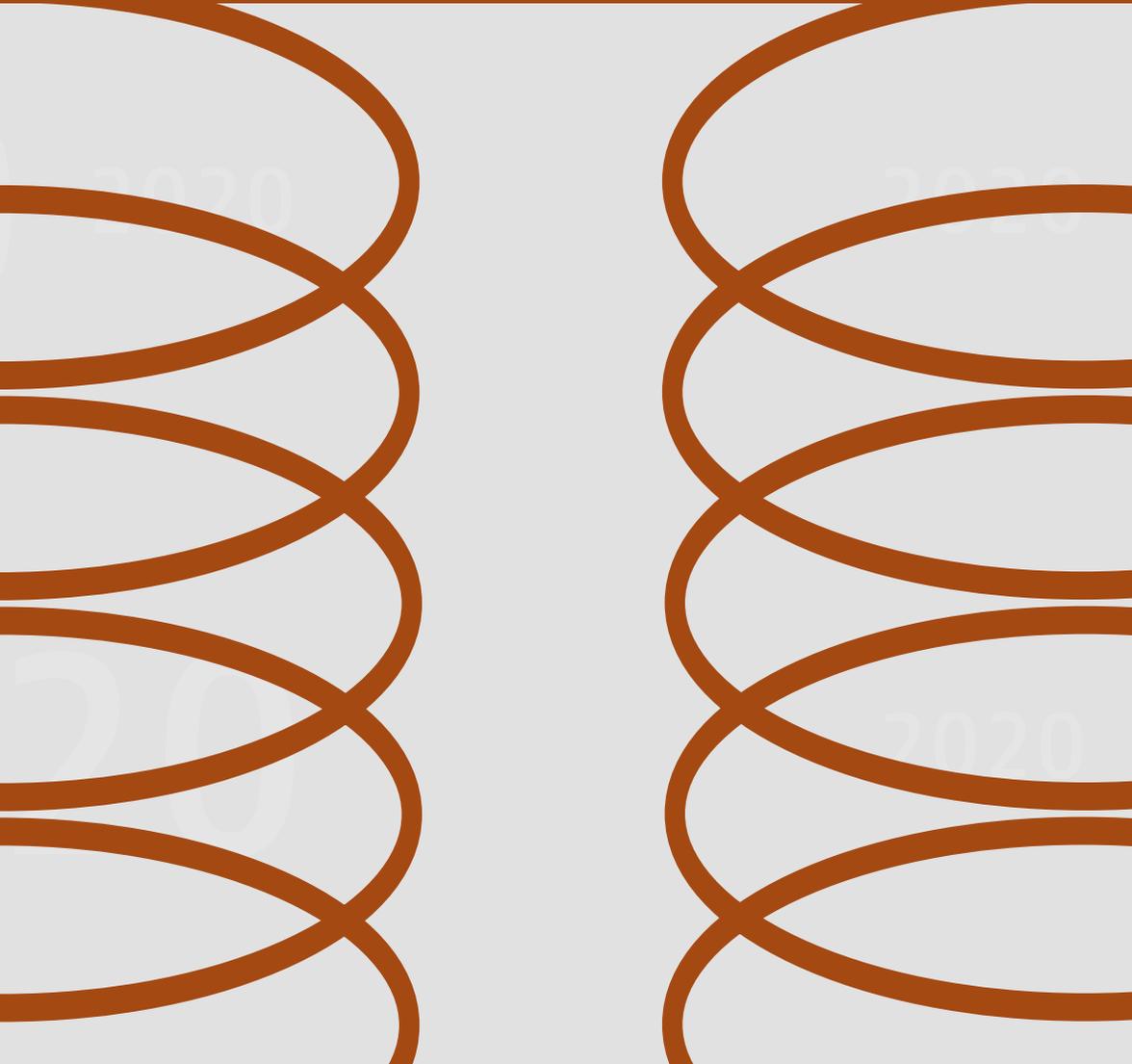




COLLECTIVE AGREEMENT 2020 FOR SHEET METAL AND PIPE WORK

BETWEEN:

THE DANISH CONSTRUCTION ASSOCIATION, THE DANISH METAL WORKERS' UNION AND
THE DANISH UNION OF PLUMBERS AND ALLIED WORKERS



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Chapter 1

Organisational matters

Art. 1 Enrolment of new members

The following applies to enterprises joining the Danish Construction Association:

New members with a different collective agreement

1. Any enterprises that have previously been covered by other collective agreements and are admitted as members of the Danish Construction Association become subject to the Danish Construction Association's collective agreements three months after the union has been informed of the enterprise's membership of the Danish Construction Association.
2. In this connection, adaptation negotiations are opened according to general industrial practice in order to adapt local agreements in conjunction with the transition to a new collective agreement.

Adaptation negotiations

3. When the trade union learns that an enterprise has become subject to a collective agreement under the Danish Construction Association, the trade union may request that an organisation meeting be held, cf. Article 48, sub-clause 16. The purpose of the organisation meeting is to explore the possibilities of how the employees can be accommodated by the existing collective agreement in order to comply with its rules and to allow the parties to the collective agreement to acquaint themselves with the existing terms of pay and employment for the employees.
4. During the adaptation negotiations, existing terms of pay and employment shall be documented.

New members covered by an accession agreement

5. Accession agreements in force in enterprises admitted as members of the Danish Construction Association after 1 March 2004 apply for up to three months after the union has been informed in writing about the membership of the Danish Construction

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

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

Members of the Danish Mechanical and Electrical Contractors Association (TEKNIQ Arbejdsgiverne)

7. The collective agreement does not apply to enterprises whose heating, sanitation and plumbing departments are members of the Danish Mechanical and Electrical Contractors Association.

Rigger work

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

Chapter 2

Terms of employment

Art. 2 Information about terms of employment

Contract of employment

1. When hiring employees beyond 1 month with more than 8 working hours per week, the employee shall be provided with written information about the terms of employment.

In addition to names, addresses, telephone numbers and date of birth and Central Business Register (CVR) number respectively, the information must include the following elements:

- Which collective agreement applies to the employment relationship.
- Type of pay – hourly wage or piece-work.
- For hourly wage, specification of the agreed starting wage.
- Payment frequency.
- Specification of whether the workplace is permanent or non-permanent.
- Starting date.
- Signatures of the parties.

The information shall be provided to the employee within 1 month of the start of the employment relationship.

The organisations recommend the use of the contract of employment template (Annex 1) shown on page 125.

Work area

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

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

In the event of a permanent transition from one area to the other, the contract of employment must be changed in the notices mentioned in Article 46.

Changes to the terms of employment

3. Should changes be made to the terms stipulated in the contract of employment, the employee must be informed of such changes in writing as soon as possible and not later than one month after they have come into force – unless the changes are caused by an amendment to legal, administrative or regulatory provisions or to the provisions of collective agreements that apply to the employment.

Failure to comply with the duty of notification

4. If the employee has not received information on the terms of employment, see paragraph 1 and paragraph 2, within the specified deadlines, the issue may be submitted for resolution in accordance with the provisions of the collective agreement on the procedure for the settlement of industrial disputes.

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

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

Apprentices and trainees are not covered by these provisions.

Art. 3 Appointment on conditions similar to those enjoyed by salaried employees
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1. The organisations recommend that enterprises wishing to introduce employment on conditions similar to those enjoyed by

salaried employees for certain employees with more than one year's length of service preferably do so in accordance with the following guidelines.

2. Employment on terms similar to those of the Salaried Employees Act may be individually agreed with particularly trusted employees who perform highly qualified work. Agreements for employment on conditions similar to those enjoyed by salaried employees are only valid if they are made in writing.
3. The organisations will together jointly draw up a form to be used for agreements for employment on conditions similar to those enjoyed by salaried employees. After being signed, the employment form may have to be submitted to the respective organisation. The form (Annex 2) is shown on page 127.
4. 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. The rules 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

5. The pay must reflect the individual employee's qualifications, responsibilities, efforts and proficiency.

The parties to the collective agreement find it natural, in connection with the individual pay assessment, to include, for example, pay increases following from any increases in the special accrual scheme.

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

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

For employment on salaried terms, the hourly wage is converted into monthly salary at the applicable number of hours, currently

160.33. The wages are paid on the same dates as apply to the enterprise's white-collar workers/salaried employees.

Length of service

7. The length of service for appointment under conditions similar to those of salaried employees shall be calculated from the time of the transition to salaried employment conditions, with the notification period previously obtained being maintained as a minimum.

Termination

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

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

Termination may take place during sickness. The provisions of Article 46, paragraph 6, of the collective agreement do not apply to contracts of employment on conditions similar to those enjoyed by salaried employees.

9. It may be agreed in the individual contract that the enterprise may terminate the employment by giving one month's notice to the end of a month if the employee concerned has received pay during sickness absence for a total of 120 days over a period of 12 consecutive months. Dismissal is only valid if it occurs immediately following the end of the period of 120 sick days, and while the person concerned is still sick. However, the validity is not affected by the employee's return to work after notice of termination has been given.

Working hours

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

Holidays

11. 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. These provisions supersede Article 34 of the collective agreement.

Pension on holiday allowance

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

Public holidays

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

Floating holidays

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

Special accrual scheme

16. A special accrual scheme is set up for persons employed on conditions similar to those enjoyed by salaried employees. 4.0% of the employee's holiday entitled pay will be contributed to the special accrual scheme:

Effective as from 1 May 2020, an additional 1.0% of the holiday entitled pay will be contributed.

Effective as from 1 January 2021, an additional 1.0% of the holiday entitled pay will be contributed.

Effective as from 1 March 2022, an additional 1.0% of the holiday entitled pay will be contributed.

Payment

17. 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.

The employee may choose to receive disbursement of an amount from the special accrual scheme in connection with childcare days, the child's second sick day, visits to the doctor in connection with child's sickness, additional holidays for senior employees or in connection with time off.

The enterprise and the employee can locally agree that the percentage increases in contributions to the special accrual scheme agreed during the life of the collective agreement can be paid on a running basis together with the ordinary pay. A prerequisite for such an individual agreement is that the enterprise is able to prove that the employees have been invited to make a choice.

Any remaining balance 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

18. The enterprise pays full pay during sickness.

Other provisions

19. Employees employed on terms similar to those of salaried employees are covered by Articles 2a and 2b, 16, 17 and 17 a 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

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

Should a enterprise wish to be released from a contract of employment on conditions similar to those enjoyed by salaried employees, or should an employee wish to be released, such contract may be terminated with the notice period otherwise applicable to the employee.

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

Pre-existing contracts of employment on conditions similar to those enjoyed by salaried employees may, based on local agreements between the parties, be adjusted in accordance with the present guidelines.

Chapter 3

Provisions on working hours

Art. 4 Weekly working hours

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

Art. 5 The daily working hours

1. Normal daily working hours must be scheduled between 6:00 am and 6:00 pm.
2. Daily working hours and the distribution of meal breaks must be determined in consultation with the employees.
3. If the enterprise is unable to 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.
4. In this period the employees have the right to present a complaint in accordance with the procedure for the settlement of industrial disputes if the interests of the enterprise do not sufficiently justify disregarding the interests of the employees.

Art. 6 Variable weekly working hours

1. Subject to local written agreement, daily or weekly working hours may be increased or reduced in such a manner that average normal weekly working hours over a predetermined reference period are as specified in art.4, no. 1.
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 and a maximum of 50 hours per week.

Art. 7 Weekly working hours with accrued time off

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

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

2. Lieu days must be fixed by the enterprise in consultation with the employees. Time off in lieu of accrued days off must be taken before an employee leaves the enterprise. If time off in lieu is not taken, hours are settled as overtime work

Art. 8 Weekend work

1. Subject to local agreement, weekend work may be introduced.
2. In such case, the maximum number of working hours on Saturdays and Sundays, respectively, is 12 hours.
3. The beginning and end 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 paragraph 4 is regarded as a breach of the terms of employment and will result in immediate dismissal from the

enterprise. Should a enterprise know of an infringement of paragraph 4, the introduction of weekend work may be suspended.

7. Disputes concerning the above are settled in accordance with the provisions of the collective agreement on the procedure for the settlement of industrial disputes.

Pay conditions

8. Pay shall be as stipulated in the collective agreement.
9. In addition, supplements provided for in the collective agreement are payable similar 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 the total remuneration, including all supplements and allowances provided for in the collective agreement, is at least equal to normal payment 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 "holiday account". However, no amount greater than that deposited on the individual employee's holiday account at the given time may be paid out.
13. Only normal pay shall be paid for work on public holidays and thus no advance payment will be made for public holidays.

ATP

14. ATP (Danish Labour Market Supplementary Pension Scheme) contribution is calculated with full contribution

Art. 9 Part-time employment

Part-time employment

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

Weekly working hours for part-time employment shall comprise a minimum of 20 and a maximum of 30 hours a week.

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

Remuneration for part-time employment shall be in accordance with the generally applicable provisions of the collective agreement. The employees are not entitled to any 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.

In accordance with the procedure for the settlement of industrial disputes, the organisations have the right to present a complaint regarding the misuse of the present provision, including cases where the number of part-time employees is deemed excessive.

It has been agreed that the stipulations of the collective agreement concerning seniority shall apply to part-time employees similarly to full-time employees.

Persons with reduced capacity for work

2. Agreements on reduced working hours may be concluded with employees whose capacity for work is diminished due to age, infirmity or injury.

Partial retirement, partial early retirement

3. 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 misuse of the present provision in accordance with the procedure for the settlement of industrial disputes.

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

Art. 11 On-call work

1. Callouts to work after the end of normal working hours, on free weekdays, Sundays and public holidays are paid in accordance with the provisions of the collective agreement, but not less than the amount equivalent to the pay for a minimum of four hours' work.
2. A local agreement on payment for being available for on-call work shall be concluded prior to its introduction.

Art. 12 Stand-by duty

1. In connection with stand-by duty agreed in writing, the enterprise provides a mobile telephone.
2. The number of stand-by duties may not exceed two weeks in any four week-period.

3. A stand-by duty is agreed for at least seven consecutive days at a time. A stand-by duty starts after the end of normal working hours and ends at the start of normal working hours. Within a stand-by duty period, a lower number of stand-by duty hours may be agreed. If the stand-by duty involves more than one employee, the shop steward participates in the conclusion of the agreement.

4. The following hourly allowance for a stand-by duty is payable from the beginning of the pay week which includes 1 May 2020:

Hours on stand-by duty on weekdays DKK 21.25

Hours on stand-by duty on Sundays, holidays
and days off DKK 26.55

From the beginning of the pay week which includes 1 January 2021:

Hours on stand-by duty on weekdays DKK 21.55

Hours on stand-by duty on Sundays, holidays
and days off DKK 27.00

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

Hours on stand-by duty on weekdays DKK 21.90

Hours on stand-by duty on Sundays, holidays
and days off DKK 27.45

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

1 May 2020 DKK 1,064.05

1 January 2021 DKK 1,081.10

1 March 2022 DKK 1,098.40

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

1 May 2020 DKK 134.05

1 January 2021 DKK 136.20

1 March 2022..... DKK 138.40

7. For calls paid by the hour, a duty allowance and an overtime allowance are payable in accordance with Article 15 in addition to the applicable hourly wage.
8. The employer and the employee can, in cases where a shop steward has not been elected, conclude a written agreement to the effect that when the employee is called to work during stand-by duty, the daily resting period of 11 hours for work not covered by the annex to Government Order no. 324 of 23 May 2002 on resting periods and full days off is postponed so that it is given immediately after the conclusion of the last work, and that the rest period can be within the period of stand-by duty. If the 11-hour rest period thus extends into the following day, the employee must also have the standard rest period of 11 hours during that day. This rest period can also be postponed.

If the postponed rest period prevents the employee from performing planned normal daily working hours, the non-performed working hours will be paid as in the case of sickness.

Where Article 8(1) of the Government Order applies, the daily rest period may be 8 hours.

Postponement of the rest period may not occur more on more than 10 days in each calendar month, and no more than 45 days per calendar year.

The parties agree that the above agreement on stand-by duty can be terminated by either party on three months' notice.

Note

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

Art. 13 Days off

1 May

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

Constitution Day

2. Constitution Day is a full public holiday with a public holiday advance in accordance with Article 38, sub-clause 3.

Floating holidays

3. Employees are entitled to five floating holidays per calendar year.
4. Floating holidays are paid according to the same rules as apply to the payment of public holidays, cf. Article 38, and are taken according to the same rules as apply to the taking of residual holiday entitlement.
5. From the beginning of the pay week which includes 1 May 2020, advances for floating holidays will increase to DKK 1,300.00 for adult employees.
6. If an employee is sick when the floating holiday begins, the employee shall not be obliged to take the floating holiday and the holiday may be postponed.

Day off to care for dependant

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

Art. 14 Other arrangements concerning working hours

1. If, in case of special work assignments, unanimity is achieved at the local level with regard to an arrangement of working hours other than those described in the present collective agreement,

such arrangements may be introduced following approval by the parties to the collective agreement.

2. The enterprise and the employees may agree to supplement or derogate from the collective agreement's provisions on working hours for the purpose of testing possibilities that the present collective agreements do not take into account.
3. Such agreements must be in writing and may only be concluded with a shop steward who has been elected within the scope of the Collective Agreement for Metal Workers or Sheet Metal and Pipe Workers or, if a shop steward has not been elected, with the local branch of the union.
4. The agreement is sent to the union for its information.

Chapter 4

Overtime work, staggered working hours, shift work, etc.

Art. 15 Payment for overtime work and work on Sundays and public holidays

1. From the beginning of the pay week which includes the below dates, overtime work in the first three hours after the end of normal working hours is paid at the hourly rate increased by the amounts specified below:

1 May 2020 DKK 66.15

1 January 2021 DKK 67.20

1 March 2022..... DKK 68.30

One out of these three hours may fall immediately before the beginning of normal working hours, but not before 6:00 am.

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

1 May 2020 DKK 132.15

1 January 2021 DKK 134.25

1 March 2022..... DKK 136.40

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 work is only one hour.
4. Night work is calculated as from the fourth hour after the end of normal working hours until the beginning of normal working hours including 30 minutes' meal break every fourth hour.
5. No deduction for meal breaks is made in the payment for overtime, night work and work on Sundays and public holidays.

6. Journeymen must be willing to perform work on Sundays and public holidays as well as overtime work and night work when required by the enterprise as being necessary.
7. The organisations agree that enterprises may order overtime work of up to eight hours per week, provided that it has been agreed locally.

In addition, in accordance with paragraph 6 and employment case law, enterprises may use overtime in the normal manner.

Overtime work in excess of eight hours per week is preferably taken as time off in lieu as full days within six months from the period in which they were worked, and generally according to Article 7, paragraph 2.

Art. 16 Systematic overtime

1. If the local parties have tried without success to make an agreement on variable weekly working hours, see Article 6, the enterprise may give notice of systematic overtime. Systematic overtime may not exceed five hours per calendar week and one hour per day and must be 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. Systematic overtime must – unless otherwise agreed between the management of the enterprise and the trade union representative – be taken as whole days off in lieu within a twelve-month period after it was performed. Surplus hours that do not entitle the employee to a full day off work are carried forward.
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 issued with a minimum of 6x24 hours' notice.

5. Time off in lieu stemming from systematic overtime may not be scheduled during a period of notice of termination, unless the enterprise and the employee agree on this.
6. The existing possibilities for notifying overtime according to the other rules of the collective agreement will not be affected by the possibility of notifying systematic overtime.

Art. 17 Staggered working hours
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Remuneration for working with staggered working hours

1. 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 2020:

From 6:00 pm to 10:00 pmDKK 26.15

From 10:00 pm to 6:00 amDKK 44.85

For staggered work that begin at midnight or later,

for the working hours until 6:00 a.m., there is paid an hourly allowance ofDKK 54.45

From the beginning of the pay week including 1 January 2021, the hourly allowance rates will be amended to:

From 6:00 pm to 10:00 pmDKK 26.60

From 10:00 pm to 6:00 amDKK 45.55

For staggered work that begin at midnight or later,

for the working hours until 6:00 a.m., there is paid an hourly allowance of DKK 55.35

From the beginning of the pay week including 1 March 2022, the hourly allowance rates will be amended to:

From 6:00 pm to 10:00 pmDKK 27.00

From 10:00 pm to 6:00 amDKK 46.30

For staggered work that begin at midnight or later,

for the working hours until 6:00 a.m., there is paid an hourly allowance ofDKK 56.20

Notification of staggered working hours

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

Art. 18 Shift work

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

Normally these teams substitute 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 the individual employee's working hours under the collective agreement and are only limited by statutory provisions.

Notification and duration

3. Where shift work is introduced, a notice of at least 5 x 24 hours must be given. However, employees who have been hired for shift work or who may be regarded as shift workers, see paragraph 4, are not entitled to request that such notice be given. If the work is required to be performed before the expiry of the notice period, employees who are entitled to request 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, for reasons on the part of the enterprise and through no fault of his/her own, the employee is prevented from continuing to

perform shift work beyond a period of three days, he/she is paid as described above.

Working time provisions

4. For work on the first shift, the normal working hours for all employees is 37 hours per week. In 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 work per week may be carried out on all three shifts.

5. Shift work is arranged in accordance with a locally agreed rota cycle so that each employee's average normal working hours for work in three shifts amount to 35 hours, and an average of 35 hours and 30 minutes for two-shift work. Hours in excess of the above specified average are converted to full days off included in the rota system. To be regarded as a shift worker, each employee shall take part in the rota system at least six times within a period of six weeks.

Special provisions on working hours

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

Interruptions, reorganisation, or transfer

8. In case of interruption of shift work, rescheduling of the predetermined rota system or transfer of employees, see paragraph 9, each employee's actual working hours in the given pay period must be individually calculated and compared to the standard working hours as described in paragraphs 4-7.

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.

9. 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 2020 DKK 214.55

1 January 2021 DKK 217.95

1 March 2022..... DKK 221.55

No additional payment is due if the employee is reverted to his/her original shift after less than six weeks or if he/she is transferred to daytime work.

The working day

10. In relation to shift work, a working day runs 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

11. 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 2020DKK 40.25

1 January 2021 DKK 40.90

1 March 2022.....DKK 41.55

12. 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 2020 DKK 94.90

1 January 2021 DKK 96.40

1 March 2022..... DKK 97.95

No additional overtime allowance is paid.

It may be agreed at local level that the time intervals mentioned above start and end up to eight hours earlier than specified. For example, if working Sunday ends on Sunday evening at 10:00

pm, the allowance according to paragraph 11 is paid for work performed from that time on.

Overtime

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

Work on or staggering of days off

14. If a paid day off cannot be given in exchange for work on a public holiday or a collectively agreed day off, see paragraph 6, the following additional hourly allowance is paid for work on such public holiday or collectively agreed day off from the beginning of the pay week which includes:

1 May 2020 DKK 94.90

1 January 2021 DKK 96.40

1 March 2022..... DKK 97.95

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.

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

1 May 2020 DKK 28.45

1 January 2021 DKK 28.90

1 March 2022..... DKK 29.35

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

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

Local agreements

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.

Art. 19 Offshore work

1. Work on and from mobile and stationary platforms is paid in accordance with the stipulations of this present collective agreement.

The guidelines agreed between the Central Organisation of Industrial Employees in Denmark (Centralorganisationen af industriansatte i Danmark – CO-Industri) and DI on work on mobile and stationary platforms in the form that these guidelines have as of today's date under items 2 (working hours), 3 (terms and conditions of pay), 4 (travelling and waiting time), 5 (board and lodging) and 6 (holidays) also apply to the members of the Danish Construction Association.

2. Except for the deviations appearing from the above, the collective agreement existing at March 2020 between the Danish Construction Association, the Danish Union of Plumbers and Allied Workers and the Danish Metal Workers' Union apply.

Chapter 5 Pay conditions

Art. 20 Minimum pay

The minimum hourly rate of pay for adult employees per hour from the beginning of the pay week including:

1 May 2020.....	DKK 122.10
1 January 2021	DKK 124.60
1 March 2022.....	DKK 127.10

Art. 21 General

Determination of wages

1. The parties agree that it is a condition that there can and must be deviations from the minimum wage rate set out in the collective agreement because the wage system is 'movable', and because there is a certain wage differentiation in the individual enterprise.
2. Thus, the employees' skills, experience, training and performance in production must be taken into account, and the wage must also be affected 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.

The parties to the collective agreement find it natural, in connection with the local pay negotiations, to include, for example, increases in the public holiday and floating holiday account.

3. The pay for individual employees shall be agreed in each case between the enterprise and the employee without interference on the part of the organisations. The shop steward may be called in as an observer in the negotiations.
4. If required, minutes of the meeting will be prepared.

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

Disproportion as a whole

6. The organisations have the right to take proceedings pursuant to the rules for settlement of industrial disputes in cases where disproportion as a whole is assessed to exist.
7. The parties agree that one of the conditions for the existence of disproportion as a whole is that the wage level of the individual enterprise is considerably lower than the wage level in comparable enterprises in the industry. The parties agree that a substantial deviation from the average wage within the industry is not in itself enough to constitute disproportion. It is a condition that the enterprises are comparable within the same industry and geography.

Settlement of disputes

8. Disputes as to whether disproportion exists may be settled according to the industrial provisions in Chapter 13 (on ordinary burden of proof principles). A possible industrial dispute case may be initiated on the basis of the conditions at an existing building site.
9. During the organisation meeting, the parties seek to reach agreement on the existence of disproportion and its level. If the parties reach agreement, the case may be closed.
10. If during the industrial consideration of the case, it is not possible to reach agreement about disproportion, the case may be continued before an industrial arbitration tribunal, which will decide whether disproportion exists – and to the extent agreed – the level of any such disproportion.
11. Any disproportion found must, if so requested, be the subject of local negotiations.
12. If it is determined that there is disproportion, the parties may seek to reach agreement by industrial negotiation on how the disproportion can be brought to an end. However, any dispute on the determination of wages cannot be referred to industrial arbitration.

Payment of wages

13. A local agreement on weekly or monthly pay may be concluded.
14. The pay period (accounting period) is two weeks, unless another agreement has been made; see paragraph 13.
15. Wages must be paid on Thursdays, preferably before the end of normal working hours, unless otherwise agreed.

NOTE: Existing agreements on weekly or monthly pay continue.

Art. 22 Payslips

1. Payslips with the following minimum information must be used in connection with the payment of wages:
 - The CVR No. of the enterprise
 - Hourly-paid work
 - Piece-work/surplus
 - Overtime
 - Pay during sickness
 - Holiday and public holiday savings
 - Mileage allowance
 - ATP
 - Pension
 - Compensation for the first, second and third days of unemployment.

Electronic payslips

2. Enterprises may submit payslips regarding past or present employment by available electronic means of communication, e.g. E-Boks or e-mail, with releasing effect.
3. Should the enterprise wish to make use of this option, it may do so with 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 6 Piecework

Art. 23 Rules for piecework at non-permanent workplaces

Piecework etc.

1. Where piecework, bonus schemes, production bonus schemes and other performance-related pay systems are used, the basis for payment may not be changed more than once per collective agreement year.
2. Employees who were paid hourly wages as at 28 February 1983 will continue to be paid by the hour, unless, following contact from the local parties, the organisations agree on a performance-related pay system with related basis of payment.
3. The parties to the collective agreement recommend that in non-permanent workplaces in the building and construction industry piecework or other performance-related pay systems that can be determined by negotiations should be used in the individual enterprise.
4. Requests for piecework must be made in writing six workdays after the start of the work where piecework is desired.
5. Where an employee representative makes a request for piecework to the enterprise or its representative, the employer must reply to such request within six working days.
6. If no agreement is reached as to whether a job should be performed as piecework, the parties are free to have the issue settled according to the procedure for the settlement of industrial disputes.
7. If the arbitration tribunal decides that the work must be performed as piecework, the issue of payment for the work is referred to negotiations between the parties. If no agreement is reached, the arbitration tribunal determines the payment for the work.
8. If the arbitration tribunal decides that the work should be paid by the hour, such hourly pay is determined in accordance with Article 21 of the collective agreement.

9. In cases where a local agreement is made to use the piece rates stated in the agreement on piece rates for plumbing work (Rørprislisten) or the price schedule for plumber's work (Blikkenslagerpriskuranten), and disputes of interpretation arise, such disputes are settled according to the procedure for the settlement of industrial disputes applying between the Danish Construction Association, the Danish Union of Plumbers and Allied Workers and the Danish Metal Workers' Union.
10. However, in any case in which consideration for the best interests of the job so requires or other special circumstances exist, the enterprise may request that the work be performed as work paid by the hour according to the above rules.

Note

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

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

New materials and working methods

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

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

Chapter 7 Pension

Art. 24 Pension and healthcare scheme

1. Enterprises pay pension contributions to PensionDanmark for adult employees who are over 18 years of age and for trainees who are over 20 years of age and who have been employed under a collective agreement between the unions and associations within the Federation of Building, Construction and Wood Workers' Unions (BAT-Kartellet) and the Danish Construction Association or the Danish Mechanical and Electrical Contractors Association or who have been in paid work for an equivalent period.
2. The pension contribution is 12% of the employee's holiday qualifying pay plus holiday pay and public holiday pay. The enterprise pays 8% of the total contribution amount and the employee pays 4%.
3. Employees have the right to increase their contributions.
4. Pension is calculated of sickness benefit for employees who are entitled to pension in accordance with the collective agreement. The employer's contribution and employee's own contribution are calculated based on the sickness benefit and paid to the pension fund.

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

Payment of pension contribution

5. The parties agree that the enterprises make the payment of the employees' part of the contribution and transfer the total contribution to PensionDanmark. Pension contributions are payable at the latest on the tenth day of the month following the period for which they are due. For more information, please refer to the instructions from PensionDanmark.

Increased pension contribution during maternity/parternity leave

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

The 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.

Health scheme

7. Enterprises that do not already have a health scheme approved by the organisations shall establish a healthcare scheme with PensionDanmark.
8. The health insurance contribution is 0.15% of the holiday qualifying pay plus holiday pay and public holiday pay and is paid by the enterprise together with the pension contribution.
9. The health scheme must include telephone counselling in case the employee needs emergency psychological aid, addiction counselling or a guide to the health services.
10. The scheme must also include treatment by physiotherapists, chiropractors or masseurs for work-related problems with joints, muscles and tendons, as well as rapid diagnosis.
11. The enterprises may, with prior consent of the parties, terminate the health insurance scheme with PensionDanmark by giving three months' notice, provided that they join another health scheme which is at least equivalent to the scheme of PensionDanmark.

Chapter 8

Sickness, child's first sick day, etc.

Art. 25 Sickness and injury

Duration

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

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

Relapse

2. If, within 14 calendar days of returning to work after the first period of sickness, the employee suffers a relapse and again becomes absent due to the same sickness, the seven- or eight-week period, respectively, in which the enterprise pays wages to the employee, is counted from the first day of absence during the first absence period.

Sick pay conditions

3. It is a condition that the employee has been continuously employed by the enterprise for at least three months and fulfils the requirements of the Danish Sickness Benefit Act (Sygedagpengeloven) regarding the right to receive sickness benefit from the enterprise.

Statement of 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 length of service specified above does not apply to absence due to injury suffered in the enterprise during the course of work.

Length of service during training

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

Interruption of length of service

7. 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 (but only up to three months)
 - Maternity/paternity leave
 - Work interruption due to machinery breakdown, shortage of materials, etc., provided that the employee resumes work when the enterprise offers this.

Payment

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

1 May 2020 DKK 149.50

1 January 2021 DKK 152.00

1 March 2022 DKK 154.50

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 the systematically occurring nuisance bonus during the period of sickness.

10. If the expected loss of earnings per working hour is not known, sick pay is calculated on the basis of earnings in the last four weeks before the absence. Earnings include systematically occurring nuisance compensation but not irregular payments with no relation to the work hours performed in the period.
11. If the number of hours worked in the preceding four-week period is not known, the number of hours is calculated pursuant to the provisions of the Danish Sickness Benefit Act and sick pay – for no more than 37 hours a week – is calculated by multiplication of the number of hours by DKK 149.50/152.00/154.50 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 hourly wage for the rest of the day.
13. If the employee performs piece-work, the enterprise pays the applicable sickness benefit rate for the relevant number of hours.

Art. 56 – Agreement

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

Art. 26 Child's first sick day and time off for child's second sick day and visits to the doctor

1. Employees and employees undergoing training are given time off if it is necessary in order to take care of the employee's sick child/children under 14 years of age who lives/live in the employee's home.
2. The time-off is granted only to one of the child's parents on the child's first whole day of sickness.
3. If the child falls ill during the employee's working day, and the employee has to leave work for that reason, the employee is

entitled to time off for the remaining working hours of the day in question.

4. The employee receives the same pay for a day off as for a day of absence due to the employee's own sickness.
5. The payment is, however, conditional upon the submission of evidence required by the enterprise.
6. If the child is still sick after the first full sick day, the employee has the right to one additional day off. This day off is without pay, but the employee can receive payment of an amount from his or her public holiday and floating holiday allowances account to the extent that said amount is available from the account.
7. Effective from 1 May 2020, employees and members of staff with at least 1 month's length of service undergoing training and education in the enterprise are also entitled to time off 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.
Time off for visits to the doctor will be taken without pay, but the worker can choose to have an advance amount paid from the public holiday and floating holidays account, subject to the amount being available in the account.

Art. 27 Hospitalised children

1. Employees and employees on training courses are allowed time off when it is necessary in connection with hospitalisation, including when the hospitalisation is entirely or partly in the home. This rule applies to children below the age of 14.
2. The time-off is only granted to one of the holders of parental responsibility for 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. 28 Childcare days

1. Employees and employees undergoing training who are entitled to the child's first sick day are entitled to two childcare days per holiday year. An employee may take a maximum of two childcare days per holiday year irrespective of the number of children of the employee. This rule applies to children below the age of 14.
2. The days must be taken according to agreement between the enterprise and the employee with due regard to the best interests of the enterprise.
3. The childcare days are without pay, but the employee may – following a request to this effect – be paid an amount from his or her public holiday and floating holiday allowances account.

Art. 29 Maternity/paternity provisions

Pregnancy leave/maternity leave

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

Paternity leave

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

Payment during pregnancy, paternity and maternity leave

4. Payment during pregnancy, paternity and maternity leave is equivalent to the wages which the employee would otherwise have received during the period, but up to no more than the

following total amounts per hour from the beginning of the pay week which includes:

1 May 2020	DKK 149.50
1 January 2021	DKK 152.00
1 March 2022.....	DKK 154.50

The amounts include the statutory maximum daily benefit rate.

5. The payment is subject to the condition that the enterprise is entitled to reimbursement equivalent to the maximum rate for unemployment benefit. If the reimbursement is lower, the payment to the employee will be reduced proportionally.

Parental leave commencing before 1 July 2020

6. Subject to the same conditions as stated in sub-clause 1, the enterprise shall provide payment to employees on parental leave for a period of up to 13 weeks. Each of the parents is entitled to five out of the 13 weeks.

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

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

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

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

Parental leave commencing on or after 1 July 2020:

Subject to the same conditions as stated in sub-clause 1, the enterprise shall provide payment to employees on parental leave for a period of up to 16 weeks. The payment for these 16 weeks corresponds to the pay which the employee in question would have earned during the period.

Of these 16 weeks, the parent who is taking maternity/paternity leave is entitled to 5 weeks and the other parent is entitled to 8 weeks.

If a parent does not take the leave to which he/she is entitled, the payment does not apply. The remaining three weeks of parental leave may be taken either by the mother or by the father of the child.

All of the 16-weeks' leave must be taken within 52 weeks after the child's birth. Unless otherwise agreed, 3 weeks' notice shall be given of the 16 weeks' parental leave

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

Payment is subject to the condition that the enterprise is entitled to reimbursement equivalent to the maximum rate for unemployment benefit. If the reimbursement is lower, payment to the employee will be reduced proportionally.

The same rules apply for adoptive parents.

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 systematically occurring nuisance compensation but not irregular payments with no relation to the working hours performed in the period. Any piece-work surplus in the 13-week period is included pro rata with the hours that relate to the piece-work surplus.
10. If the number of work hours in the preceding 13-week period is unknown, the number of hours is calculated on the basis of 37-hour working hours per week.
11. The payment is subject to the condition that the enterprise is entitled to reimbursement equivalent to the maximum rate for

unemployment benefit. If the reimbursement is lower, the payment to the employee will be reduced proportionally.

Chapter 9

Holiday and public holiday provisions

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

Art. 30 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, 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 sickness benefit, 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.
5. If an employee has not earned full holiday rights (25 days) with holiday allowance or pay, the employee is entitled to have the number of holiday days supplemented up to full holiday rights without the associated right to holiday allowance or pay for such additional days.

Art. 31 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 4 months from the end of the holiday

year to the end of the calendar year, i.e. from 1 September to 31 December of the following calendar year.

2. Holidays commence at the beginning of normal working hours on the first day off and 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.
4. 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 taken 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.

Main holiday

5. 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).
6. If an employee has accrued less than 15 days' holiday, the whole accrued holiday is the main holiday.
7. It can be agreed at local level to take the main holiday as an uninterrupted whole outside the holiday period. At least 10 days must be taken as one continuous whole.

Residual holiday entitlement

8. 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 they 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

9. Subject to negotiations with the employees, the enterprise determines when holidays should be taken.
10. As far as possible the enterprise shall accommodate its employees' wishes for the placing of holidays, including wishes for the main holiday to be taken during the employee's children's school holidays.
11. As soon as possible, the enterprise shall inform its staff when the holiday is to be taken. 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 shall be given unless there are special circumstances preventing this.

Rescheduling of holidays

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

Collective holiday closure

15. If a 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.
16. 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 4 weeks before the enterprise's closure.
17. If the enterprise is closed at a time when an employee who has been employed throughout the previous holiday year and until the enterprise's closing has not earned a paid holiday for all the days when the enterprise is closed, the enterprise shall pay

holiday payment as advance payment against the enterprise being able to offset the subsequent accrual of paid holiday.

Art. 32 Sickness and holidays

Notification of sickness before the start of holiday

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

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

Notification of sickness after the start of the holiday

2. If an employee provides notification of sickness 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. If an employee who has reported sick prior to the start of the holiday reports back to work during a collective holiday closure, the employee shall resume work and may claim to have his/her holiday moved to another date.
4. If the employee cannot be offered employment during the period, the holiday is considered to have started at the time of reporting fit for duty, unless otherwise agreed.
5. The holiday that the employee was prevented from taking due to his/her sickness shall be taken immediately after the originally scheduled holiday, unless otherwise agreed.

Art. 33 Transfer of holidays

1. It may be locally agreed that, when over 20 earned holiday days have not been held, these are transferred to be taken during the following holiday period. In this case, transferred holidays shall be taken first.
2. A maximum of 10 holiday days may be transferred and all holiday shall be held no later than the second holiday period following the transfer of holiday days.
3. The agreement shall be entered into in writing no later than on 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 3 shown on page 129.
5. Holidays which correspond to the transferred holiday may not be placed so that they are taken during a notice period to resignation unless the holiday pursuant to the above-mentioned agreement is placed to be taken prior to the period of the notice period.

Art. 34 Holiday allowance

1. Holiday allowance amounts to 12½% of the total cost of the holiday year (1 September to 31 August).
2. The enterprise calculates holiday allowance on all taxable wages, salaries and fringe benefits for which no deduction from income is granted, and which constitute pay for work during the employment.

Calculation of sickness benefit

3. The enterprise also pays sickness benefit 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.

Sickness benefit amounts to 12.5% of the collectively agreed sick pay received by the employee during the holiday year.

4. Sickness benefit amounts to 12.5% of the collectively agreed sick pay received by the employee during the holiday year.
5. Sickness benefit for absences through sickness where the employee has not received sick pay shall be a fixed amount per working day; see the agreement of 1 December 1972 between DA, the Danish Employers' Confederation organisation, and LO, the Danish Federation of Trade Unions.

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

6. Sickness benefit per working day during 2020 constitutes:

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

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

7. 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.

Art. 35 Deposit and payment of holiday allowance

Reporting and payment

1. The enterprise shall continually report the holiday allowance to e-Indkomst (electronic income).
2. The employee can see the earned holiday allowance at www.borger.dk/feriepenge. The employee should request payment of holiday allowance on the same website.

3. Holiday allowance corresponding to the length of the holiday shall be paid to the employee no later than at the first payroll run following the request, but no earlier than one month prior to the beginning of the holiday. This is 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
Holiday allowance for the preceding and the current holiday qualifying year is paid to the employee if the employee retires from the labour market due to his/her age or state of health, or if the employee moves permanently abroad and is deregistered from the Civil Registration System.
5. Death:
The holiday allowance is paid to the estate upon the death of the employee.
6. Holiday allowance corresponding to the 5th holiday week:
If an employee who has transferred holidays resigns before all transferred holidays are settled, holiday allowance is paid for the remaining transferred holiday days. At the end of the holiday year (31 August), it may be agreed locally that earned holiday allowance and sickness benefit over and above 20 days, which have not been paid or agreed transferred, will be paid before the end of the holiday period. The employee shall declare in writing that the holiday allowance relates to holiday over and above 20 days.

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

Payment of holiday allowance at the end of the holiday period

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

Art. 36 Special provisions

Non-transferability

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

Limitation of holiday allowance

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

Waiver of holidays

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

Set-off and retention

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

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

Work during holidays

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

Disagreements

6. Disputes concerning the provisions on holidays are resolved in accordance with the procedure for settlement of industrial disagreements.

Holiday pay guarantee

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

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

The payment is made to the Danish Metal Workers' Union or the Danish Union of Plumbers and Allied Workers once the Danish Construction Association has received a due claim from one of the unions – documentation for entitlement to holiday pay. Subsequently the unions settle the accounts with the member(s) concerned.

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

Art. 37 Uncollected holiday allowance

Unless a holiday fund has been approved, holiday allowances not collected by the end of the holiday period within which the holiday should have been taken will accrue to the Labour Market Holiday Fund.

Art. 38 Payment for public holidays, floating holidays, days off for senior employees, and childcare days

Accumulation

1. Public holidays, the floating holiday allowance account, and free choice component are structured as follows:

	Public holiday and floating holiday allowance account	Free choice component	Public holiday/free choice component in total
1 May 2020	9.90%	+ 1%	10.9%
1 January 2021	9.90%	+ 2%	11.9%
1 March 2022	9.90%	+ 3%	12.9%

Public holiday and floating holiday payments to pay for public holidays, floating holidays, and the free choice scheme amount to, from the start of the pay week including 1 May 2020, 10.9% of the employee's holiday qualifying pay, including sick pay according to the collective agreement.

From the beginning of the pay week including 1 January 2021, the public holiday and floating holiday pay increases to 11.9%.

From the beginning of the pay week including 1 March 2022, the public holiday and floating holiday pay increases to 12.9%.

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

Payment

2. The accrued savings are partly paid out as an advance sum at each public holiday and floating holiday day.

The employee may also choose to receive disbursement of an amount from the free choice component of the public holiday and floating holiday allowance account in connection with childcare days, the child's second full sick day, visits to the doctor in connection with child's sickness, additional holidays for senior employees or in connection with time off.

The enterprise and employee can agree that the free choice component of the public holiday and floating holiday payment can be paid on a running basis together with the ordinary pay. A prerequisite for such an individual agreement is that the enterprise is able to prove that the employees have been invited to make a choice.

Any remaining balance 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.

Advance payments

3. The amounts of advance payments per day are: DKK 1,300.00 for adult employees.

"Public Holidays" include:

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

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

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

If payment cannot be made due to holiday leave or closure, advances are paid on the first following wage payment day.

Right to advance payments

5. Immediately upon appointment, employees are entitled to the accumulation stipulated in sub-clause 1 and the advance amounts specified in sub-clause 3.

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

With respect to payment for public holidays, it is assumed that the amount of any wages due to the employee is large enough to cover set off of the paid-out advances in the event of the employee's resignation. The enterprise and the employees should ensure that it is still possible to take public holidays and floating holidays with the advance payments mentioned in paragraph 3.

Balance

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

Any surplus in the account shall be paid no later than on the first wage payment day 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 allocated to the weekday and floating holiday account 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

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

Work on public holidays

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

Special provisions regarding public holidays and floating holidays for posted employees

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

Death

10. In the event of death, the accrued public holiday/floating holiday payment shall accrue to the deceased's estate.

Guarantee

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

Art. 39 Senior employee scheme

Accrual

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

Taking of holidays

2. In the calendar years in which the public holiday allowance is accumulated, it may also be agreed that the employee works reduced hours or takes additional holidays for senior employees. However, the number of additional holidays for senior employees must not cause the public holiday account to go into deficit.
3. Unless otherwise agreed, the employee must notify the enterprise in writing by 31 December whether the employee wishes to enter into a senior agreement with additional holidays for senior employees in the coming calendar year and, if so, the part of the pension contribution the employee wishes to deposit in the public holiday account.
4. Moreover, the employee must inform the enterprise of the number of additional holidays for senior employees that the employee wishes to take in the coming calendar year. However, the employee may inform the enterprise before 31 December each year whether the employee wishes to make any changes for the coming calendar year.

The first year of the senior employee scheme

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

Placement

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

Advance payment

7. Senior advance payment is paid according to the provisions pursuant to Art 38 paras. 2-6. However, additional holidays for senior employees may be taken without advance payment.

Disbursement of pension contribution

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

Note

9. This scheme will be included in the collective agreement, provided that the funds accrued can be guaranteed in the event of bankruptcy. If there is certainty that the accumulated funds will be covered by the Employees' Guarantee Fund (Lønmodtagernes Garantifond – LG), the Danish Construction Association will be able to pay the outstanding amounts via the holiday guarantee scheme.
10. The provision will enter into force on 1 March 2017, always provided that employees may not take additional holidays for senior employees until the 2018 calendar year at the earliest. Senior agreements already concluded will remain unchanged, unless otherwise agreed between the enterprise and the employee.

Chapter 10 Cooperation

Art. 40 Shop steward rules

Where shop stewards are elected

1. At every enterprise, the employed employees and apprentices select from among themselves a shop steward to be their representative vis-à-vis the enterprise and its representative. Apprentices are not eligible.

In respect of large enterprises, a shop steward may, subject to local agreement, be elected for each workshop and workplace.

Election rules

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

Eligibility to be elected as shop steward

3. Only employees who are members of the Danish Metal Workers' Union or the Danish Union of Plumbers and Allied Workers are entitled to vote.
4. Shop stewards must be elected from among employees with generally recognised high competencies, who are members of the union, and who have been employed in the relevant workplace for at least one of the past two years. If a minimum of four employees with sufficient seniority cannot be found, the number of eligible persons shall be increased to this number from among the employees with the longest service. Shop stewards are not elected at workshops with four or less employees unless desired by both parties.
5. Trainees may not elect shop stewards. Trainees, including adult trainees, have the right to vote for shop stewards in the branch of

the enterprise, in which they are employed at the time of the election.

Continuing education and training of shop stewards

6. Newly elected shop stewards are offered courses of 2 x 2 days' duration. Shop stewards are entitled to participate in these courses within the first 18 months after their election.

The enterprise compensates shop stewards for the loss of earnings sustained due to participation in the training.

NOTE:

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

Professional updating of former shop stewards

7. An employee who ceases to be a shop steward after having functioned as such for a consecutive period of minimum three years, and who continues to be employed with the enterprise, is entitled to negotiations with the enterprise about the employee's need for professional updating. The negotiations shall be held within one month of the employee ceasing to be a shop steward and at his/her request. As part of the negotiations, it should be clarified whether a need for professional updating exists, and how such updating is to take place.
8. If no agreement can be reached, the employee is entitled to three weeks' professional updating. After having functioned as a shop steward for six consecutive years, the employee is entitled to six weeks' professional updating.

9. The employee receives pay pursuant to Article 25 during the professional updating. It is a condition that the training and education is eligible for statutory compensation for loss of wages. The compensation for loss of wages accrues to the enterprise.
10. Support for the professional updating may be granted from the Construction and Civil Engineering Sectors' Development Fund (Bygge- og Anlægsbranchens Udviklingsfond).
11. The election is not valid until it has been approved by the union and the union has informed the Danish Construction Association that it has done so. However, the protection of the shop steward takes effect when the enterprise has been informed of the election.
12. In the event that the Danish Construction Association considers any objection to the election of a shop steward as being justified according to the collective agreement, the Danish Construction Association is entitled to protest to the union against the election.

If, within three weeks of having received notice from the union about the election, the Danish Construction Association makes use of its above right to object, the matter is not considered to be settled until it has been finally considered in accordance with the industrial disputes procedure. Such matters must in all circumstances be considered in accordance with the time limits laid down in the procedure for the settlement of industrial disputes.

Shop steward's duties

13. It is the duty of the shop steward, both to his organisation and to the enterprise, to do his best to maintain and promote good relations between the parties in the workplace (similar duties are incumbent on the enterprise and its representative).
14. The shop steward acts as a spokesperson for the employees among whom he is elected, and as such he may submit proposals, recommendations and complaints from the employees to the enterprise.
15. In enterprises where no safety organisation exists, the shop steward may file complaints and make recommendations to the enterprise regarding health and safety issues.

16. Generally, the organisations agree that health and safety matters should be brought before the organisations for consideration, also where a safety organisation exists. However, where safety committees do exist, complaints must first have been considered by the safety organisation of the enterprise, and, if no solution is found, the complaining party submits its request for organisational consideration through its organisation. Such requests must be accompanied by minutes of the safety organisation meeting at which the matter was considered, and the shop steward(s) for the relevant area must be informed of the request forwarded.
17. If no satisfactory solution is found after the shop steward's complaint to the enterprise, the shop steward is free to request his organisation, possibly the local branch, to handle the matter, but work must be continued undisturbed, while the parties are awaiting the result of the organisations' consideration of the matter.
18. In the event of imminent dismissals, the shop steward must be kept informed as much as possible. Generally, the shop steward is entitled to present a complaint in the event of any unreasonable engagements or dismissals.
19. The Danish Construction Association accepts to take up such matters for debate with the union when special circumstances render it reasonable.
20. The shop steward must perform the duties conferred on him in such manner as to cause the least possible inconvenience to his productive work.

If the performance of his duties renders it necessary for him to leave his work, he must make a prior agreement to this effect with the representative of the enterprise.
21. If, at the initiative of the enterprise and within the normal working hours of the enterprise, the shop steward is occupied with matters relating to the enterprise and the employees, this must not cause the shop steward to lose income.
22. The shop stewards acting in the enterprise from time to time also act as shop stewards for employees under the age of 18 working there.

Note

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

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

Where a shop steward with whom an agreement has been made about full or part remuneration resigns, the agreement is not transferred to his successor unless a new agreement is made. Any local agreements of this nature may be terminated according to the provisions of Article 60, paragraph 2, of the collective agreement.

Shop steward meetings

23. The organisations agree to recommend that employees and enterprises cooperate in the efforts to modernise the individual enterprises and promote production. With this aim in view, the enterprise is – where a works council in accordance with the agreement of 9 June 1986 between the central organisations has not been established – obliged, after a request from the shop steward, to summon the shop steward once every quarter to discuss with him workshop technical and similar matters, including informing him about the financial and employment prospects of the enterprise. Extraordinary meetings may be held when either party so requests, stating the business to be transacted at the meeting.
24. Shop steward meetings are generally held outside working hours, and the enterprise pays the shop steward a fee of the same amount as the amount mentioned in clause 6(6) of the co-operation agreement for each ordinary meeting. The same amount is paid for extraordinary meetings arranged on the initiative of the enterprise.

25. Where shop steward meetings are held partly during working hours, partly outside working hours, a fee of the same amount as that mentioned in clause 6(6) of the cooperation agreement is paid, and moreover, for the part of the meeting held during working hours, an amount according to paragraph 15.
26. If shop steward meetings are held during working hours, only compensation for loss of earnings in accordance with paragraph 15 is paid for ordinary meetings as well as for extraordinary meetings arranged at the initiative of the enterprise.

Termination of the shop steward position

27. The grounds given for the dismissal of a shop steward must be compelling, and the enterprise is obliged to give the shop steward five months' notice. However, if a shop steward has acted as such for a continuous period of at least five years, he is entitled to six months' notice.
28. During the period of notice, the shop steward's employment may not be interrupted before his organisation has had the opportunity to challenge the justification of the dismissal by way of the industrial disputes procedure. Such a procedure must be initiated within a week and be completed as soon as possible.
29. If a shop steward is dismissed because shortage of work makes it absolutely necessary, the work team may not be interrupted during the period of notice, before the shop steward's organisation has had the opportunity to challenge the justification of the dismissal by way of the industrial disputes procedure.

The procedure shall, in order to have a delaying effect, commence within one week.
30. If the shop steward is dismissed because of a shortage of work, the above duty of notice lapses, but in such cases the shop steward is entitled to 56 days' notice, unless he is entitled to a longer period of notice in accordance with Article 46 of the collective agreement, to the provisions of which he is generally subject.
31. The organisations agree that the industrial disputes procedure in connection with the dismissal of shop stewards in the event of a shortage of work is accelerated as much as possible in order that the industrial disputes procedure is, insofar as possible, completed before the end of the notice period.

32. If the union assesses that the dismissal is unfair, the opposing party is obliged to have the matter decided by arbitration.
33. A shop steward who is elected during a period with a large number of employees stops acting as shop steward if, in a continuous period of three months, the number of employees has been four or less, unless both parties wish the position of shop steward to be maintained.
34. In the event of dismissal from the enterprise within one year after his resignation from the position of shop steward, an employee who stops being a shop steward after having acted as such for at least one year, and who remains employed in the enterprise, is entitled to four weeks' notice in addition to the notice given in accordance with Article 46.

This rule only applies to resigned shop stewards.

Senior shop steward

35. In enterprises with three or more shop stewards, the parties agree that it may be expedient that the shop stewards select a senior shop steward from among themselves, who with regard to common matters, such as the timing of working hours, hygiene, canteen and days off, can act as the shop steward of all employees in relation to the enterprise or its representative. The enterprise must immediately be notified of the election of a senior shop steward.
36. The senior shop steward may in no circumstances interfere in matters regarding the usual functions of individual shop stewards within their respective departments, unless the management of the enterprise and the shop stewards affected agree otherwise.
37. In enterprises that have several branches in the same town, and where a shop steward has been elected in such branches, a senior shop steward may, if the local parties are in agreement, be elected to act as senior shop steward for all branches; see paragraph 29.

Substitute shop steward

38. Where a shop steward is absent due to sickness, holidays, course participation or similar, a substitute shop steward may be appointed according to agreement with the enterprise. In the

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

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

Union club rules and mutual agreements among employees

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

Art. 41 Collaboration

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 request that the works council be abolished at one year's notice.
3. Although under the conditions of the Collaborative Agreement between DA, the Danish Employers' Confederation organisation, and FH, the Danish Federation of Trade Unions, several liaison committees may be set up in the same group, the parties have agreed that if there is agreement between the enterprise and the

representatives of the employees, a group liaison committee can be established as the only liaison committee in the group.

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

Collaboration committee

5. The Danish Construction Association and the unions of the BAT Cartel will set up a collaboration committee.
6. The collaboration committee is tasked with handling information and advisory services for enterprise managements, employees and the works council to promote cooperation.

The collaboration committee deals with cases involving a breach of the cooperation agreement and seeks resolution of matters in dispute before resorting to the Board of Cooperation between the Confederation of Danish Employers and the Danish Confederation of Trade Unions.

Art. 42 Cooperation and working environment
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1. Good cooperation between the management and the employees of a 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. A contribution of DKK 0.50 is charged for the employees who are subject to the collective agreement.

From the beginning of the pay week which includes 1 May 2020 the contribution per working hour is DKK 0.55

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

Chapter 11

Training and education

Art. 43 Continuing training and education
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1. The organisations agree that with due consideration to the interests of the enterprise, employees may be given the necessary time off to participate in further training and education courses and other vocational training.
2. The parties to the collective agreement recommend that individual enterprises plan training and education programmes tailored to the needs of the enterprise and the employees and undertake to participate in the planning of such programmes if the parties agree to request the assistance of the organisations.
3. Participation in continuing training and education is scheduled with due regard to the enterprise's operations.

Training and education for dismissed employees

4. Employees who have been continuously employed for at least three years and who are dismissed in accordance with the notice period stipulated in the collective agreement due to restructuring, cutbacks, closure or other reasons on the part of the enterprise are – during the notice period – entitled to participate in a relevant course.
5. The duration of the course may not exceed two weeks, and the expenses of course participation as well as any loss of earnings during the course period is paid by the enterprise insofar as such expenses are not covered by the state or others.
6. If an employee is unable to participate in the course during the period of notice, he is entitled to participate in a course on similar terms within 56 days after his resignation if he is still a job seeker.
7. However, the above provisions will not apply to employees who in connection with previous resignation from the same enterprise were covered by this provision or who are entitled to early retirement pension or pension from the enterprise or from the state.

8. In addition, if the Danish Parliament and government accommodate the desires of the parties regarding adjustments to the law, the following provisions will also become effective:

Completion of participation in a course of training and education following resignation is possible, subject to the following conditions:

- a. As far as possible, attempts should be made to complete participation in a course of training and education during the notice period, with both the employee and enterprise contributing to these attempts. The secretariat for the Construction and Civil Engineering Sectors' Development Fund can request documentation thereof from both parties.
- 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.

This could involve one or more courses.

- c. The employee in question continues to be a job seeker and available for work, since the course supported by the Construction and Civil Engineering Sectors' Development Fund gives way to offered work, even after the course has started.
- d. The continuing training 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.

Art. 44 DA/LO Development Fund

The education and training fund established in accordance with the mediation proposal of 28 March 1973 continues with an employer contribution corresponding to DKK 0.45 per performed work hour.

With effect from the first pay period after 1 January 2022, the contribution will be increased by DKK 0.02 to DKK 0.47 per performed work hour. The contribution is collected as determined by the central organisations.

Art. 45 The Construction and Civil Engineering Sectors' Development Fund

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

Time off for training and education

2. After three month's employment and 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 month's employment, employees are by agreement with the enterprise entitled to participate in a training and education course within the scope of the collective agreement.
3. The training and education may include participation in an individual skills assessment in relation to relevant vocational education and training within the scope of the collective agreement. Based on the skills assessment, a personal training and education plan is drawn up and, by agreement with the enterprise, the employee is entitled to participate in training and education according to the training and education plan.

4. In the event of a job change to another enterprise within the scope of the collective agreement, training and education arranged as part of the employee's personal training and education plan may be continued in the new enterprise, taking into account the operations of the enterprise.

Possible uses

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

Contributions

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

Management and administration

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

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

Applications

8. Enterprises may apply for financial means from the Fund.
9. Within the fund's financial resources, 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 apply to the existing Construction and Civil Engineering Sectors' Education and Training Fund), tuition fees, travelling expenses, etc.

10. The fund develops an application form including detailed instructions for the payment of financial means from the fund.

Disagreements

11. If one of the unions or the Danish Construction Association ascertains that the provisions on the Construction and Civil Engineering Sectors' Development Fund do not serve their purpose, the issue may become the subject of debate of the executive committees.
12. Specific disputes may be settled by the industrial disputes procedure; cf. Article 48. However, disputes may not be forwarded to industrial arbitration.

Chapter 12 Dismissal

Art. 46 Dismissal

Notice of termination

1. Within the first six months of employment, neither party is obliged to give any notice in connection with the termination of employment.
2. The following notices of termination apply to employees who, except for the interruptions mentioned in paragraph 4, have been continuously employed in the same enterprise in the below mentioned periods – including apprenticeship periods:

On the part of the enterprise:

After 6 months' employment	14 days
After 9 months' employment	21 days
After 2 years' employment.....	28 days
After 3 years' employment.....	56 days
After 6 years' employment.....	70 days
Employees who have attained the age of 50:	
After 9 years' employment.....	90 days

On the part of the employee:

After 6 months' employment	7 days
After 3 years' employment.....	14 days
After 6 years' employment	21 days
After 9 years' employment.....	28 days

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

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

Interruptions do not include:

- Sickness, which is reported to the enterprise without undue delay.
 - Call up for continued military service.
 - Maternity/paternity leave.
 - Work interruption due to machinery breakdown, shortage of materials, etc., provided that the employee resumes the work when given the possibility by the enterprise.
4. If a period of absence due to sickness, continued military service or maternity leave lasts for more than four months, only the first four months are included in the calculation of length of service.
 5. Employees who are permanent members of works councils and work study committees, and who do not already enjoy protection in their capacity as shop stewards or health and safety representatives, are entitled to one month's notice in addition to the notice stated in paragraph 2 in the event of dismissal from the enterprise. This special notice of termination lapses according to the same rules as those applying to shop stewards.

Notice during sickness and holidays

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

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

The provisions only apply to permanent workplaces.

7. Since notices of termination in accordance with paragraph 3 are reckoned in running days, days of holiday leave may be included in the notice. If either party wishes the employment relationship

to end in connection with holidays and any public holidays or other days off in connection with the holidays of a total of three weeks' duration, the notice must be given in such a manner as to allow at least 21 working days before the holiday period for the purpose of seeking new employment or new labour, respectively.

Lapse of notices of termination

8. In the event of employment for specified ship repair work, the duration of which does not exceed 35 days; in the event of unemployment due to other workers' work stoppage; and at the occurrence of machine stoppage, shortage of materials and other force majeure that stops operations in whole or in part, the notice of termination lapses.
9. No notices of termination apply to employees employed to perform specific construction work outside the area of the enterprise.

Time off in connection with dismissal

10. Employees who, due to restructuring, cutbacks, closure or other reasons on the part of the enterprise, are dismissed after 1 May 2014 with the notice period provided for in the collective agreement are entitled to paid time off of up to two hours in order to seek advice from their unemployment insurance fund or trade union. Such time off is granted at the earliest possible opportunity following the employee's dismissal and with due regard to the enterprise's operations.

Recovery of length of service

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

Compensation for lack of notice

12. If an employee, who according to the above is entitled to receive notice, is dismissed for a reason beyond his control without being given the notice to which he is entitled, or if such employee leaves the enterprise without giving at least the notice to which

he is obliged, the party having set aside its duty to give notice must pay compensation in an amount equivalent to the employee's usual wages for work paid by the hour for the number of working days during which the non-compliance occurs.

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

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

Note

Plumbers and pipe fitters

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

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

On the part of the enterprise:10 working days

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

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

15. If an employee who according to the above requirement is entitled to a notice period is dismissed for a reason beyond his control without the notice to which he is entitled, the enterprise must pay compensation in an amount equivalent to the employee's

average earnings for the quarter most recently ended (i.e. his average earnings from piecework and hourly wages).

16. If an employee leaves the enterprise without giving at least the notice to which he is obliged, he must pay compensation to the enterprise of an amount equivalent to his normal wages for hourly paid work for the number of working days during which the non-compliance occurs.
17. Employees whose employment is temporarily interrupted due to shortage of work recover the length of service obtained and any notice periods on re-employment in the enterprise within 90 working days.
18. Employees chiefly commence employment at the beginning of working hours on Monday.
Employees may only resign at the end of a calendar week.
19. As regards employees who, according to the above, are entitled to a notice period, neither party may give notice during holidays.
20. An employee who has been employed in the enterprise for a continuous period of nine months may not be given notice within the first three months of a period of absence that is due to sickness or injury. It is a condition that the employee concerned is entitled to benefits pursuant to the Danish Sickness Benefit Act (Sygedagpengeloven).

Art. 47 Temporary layoff

1. Employees may be temporarily laid off due to bad weather or shortage of materials in accordance with the guidelines to the Executive Order on Employer's Obligation to Pay Daily Cash Unemployment Benefits.
2. In connection with temporary layoff due to bad weather, employees are excepted from the notice rules laid down in the collective agreement. The enterprise is obliged to sign a certificate of release.
3. An enterprise may not give notice to its employees during periods of temporary layoff due to bad weather.

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

Chapter 13

Rules for settlement of industrial disputes

Art. 48 Industrial disputes

Local negotiations

1. No dispute of an industrial nature between members of the undersigned organisations may cause a work stoppage, but the parties should strive to resolve such disputes in accordance with the below 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.
3. If the employees or the enterprise so requests, an organisation representative may assist in the negotiations.
4. The parties are obliged to record the result of the negotiations conducted in minutes to be signed by both parties.

Mediation

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

9. At the mediation meeting, negotiations are resumed with assistance from the mediation officers of the organisations, no less than one officer from each organisation. The mediation officers will seek to resolve the dispute through direct negotiations. 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 must be made to the opposing organisation within four weeks of the date of the mediation meeting.
12. Every effort should be made to hold the organisation meeting within three weeks of the receipt of the request for such a meeting from the opposing organisation. The organisation meeting is agreed between the organisations.
13. At the meeting, the matter in dispute is presented orally to the mediators, and supplementary information is provided by the representatives of the parties involved, who are obliged to attend the meeting.
14. The senior mediator then seeks to resolve the dispute through direct negotiation.
15. Minutes are prepared showing both points where agreement was reached and points where agreement was not reached. The minutes shall be signed by the lead negotiators of the organisations. The outcome of the organisation meeting is binding on the parties.
16. If the trade union can prove circumstances that give cause for assuming that the provisions of the collective agreement were not observed, e.g. if the trade union has attempted unsuccessfully to contact the enterprise, the enterprise shall prove to the Danish Construction Association that the provisions of the collective agreement have been adhered to.

The Danish Construction Association shall present the 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, the Danish Construction Association approaches the enterprise with a view to ordering it to rectify matters. The Danish Construction Association sends a copy of the letter to the union, and if matters are not rectified without delay, the union may bring the case before the Danish Labour Court.

Industrial arbitration

17. If the procedure described above for the settlement of industrial disputes does not bring a resolution, the dispute may – if it enters the interpretation of an existing standard agreement regarding wages or the provisions of a valid collective agreement between the organisations – on request of one of the organisations, be passed to arbitration.
18. The organisation desiring a dispute to be resolved by way of arbitration 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.
19. The request for arbitration shall include a description of the nature and scope of the dispute, and copies of minutes of the preceding industrial disputes procedure must be attached.
20. The date of a hearing before the arbitration tribunal shall be agreed between the organisations.
21. The Court of Arbitration comprises five arbitrators, with two arbitrators appointed by each of the involved organisations and both organisations together appointing an umpire. If the parties cannot reach agreement on the appointment of an umpire, they must request that such appointment be made by the President of the Danish Labour Court.
22. Industrial issues must be considered by an umpire with knowledge of the industry, and legal issues by a legally qualified umpire.

23. Generally, "professional disputes" are understood to be disputes concerning price lists/schedules and interpretations regarding their application, while "legal disputes" are all the other matters connected with the collective agreement.
24. If the parties cannot reach agreement as to the nature of the dispute and the competent umpire, both umpires hear the case on its merits together and issue a joint ruling.
25. If the organisations find it relevant, they may jointly elect a permanent professional umpire and/or legal umpire for a period of one calendar year at a time. Umpires are eligible for re-election.
26. No later than 20 working days prior to the hearing before the arbitration tribunal, the complainant organisation sends a statement of its claim, including case documents which it is going to submit during the hearing, to the opposing party and the umpire.
27. Similarly, the respondent organisation must submit its points of defence and any exhibits not later than ten working days before the arbitration proceedings, to the opposing party and the umpire.
28. Any exchange of reply and rejoinder must be made not later than six working days before the arbitration proceedings by the claimant and not later than two working days before the arbitration proceedings by the respondent, respectively.
29. During the hearing, the matter in dispute is presented orally by a representative of the organisations, who may not at the same time be a member of the arbitration tribunal.
30. The umpire acts as the chairman of the tribunal and leads the proceedings. Following deliberations, the matter shall be put to the vote and decided by a simple majority of votes.
31. If a majority is not reached for a ruling in the matter, the umpire shall alone pronounce a motivated order on the dispute.
32. No one may be a member of the mediation committee or the court of arbitration in a case involving issues concerning the working conditions in a work location in which the person concerned has a personal interest.

Disputes

33. The present rules for settlement of industrial disputes do not restrict the right of the organisations or their members to stage a work stoppage ordered by the Confederation of Danish Employers or the Danish Confederation of Trade Unions without prior mediation or arbitration proceedings.

Time limits

34. If the complainant organisation fails to observe the above specified time limits, the case is lost for the complainant and the organisation has lost its right to refer the dispute to further proceeding.
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 judgement and the distribution list were sent to and received by the parties to the case.

Art. 49 Settlement of industrial disputes involving summary dismissal
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1. In cases involving instant dismissal, a mediation meeting shall be held no later than five working days after receipt of the opposing party 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. If such a request for arbitration has been made, the parties may additionally request an organisation meeting and/or a negotiation meeting, provided that such meeting may be held without changing the date of the industrial arbitration.

4. The organisation desiring the case to be referred to further proceedings shall, no later than ten working days of the date of the mediation meeting/organisation meeting, file a written request for industrial arbitration.
This time limit may be derogated from by agreement.

Art. 50 Foreign employees' pay and working conditions

Introductory provisions

1. The aim of these provisions is to ensure pay and work conditions in accordance with the collective agreement for all employees. The provisions may not be invoked to request disclosure of information on pay in order to gain general knowledge of the pay conditions in the enterprise.
2. The parties to the collective agreement agree that all works in the construction and civil engineering sectors in Denmark should be carried out on collectively agreed terms, which guarantee employees' wages, working hours and other working conditions.
3. The parties agree, therefore, that all enterprises should, in the contracts for the provision of construction and civil engineering works which they conclude with their subcontractors, always ensure that the subcontractors have in-depth knowledge of the applicable Danish collective agreements and contractual terms.
4. Furthermore, the parties recommend that the enterprises include clauses in the building construction contracts stating that the subcontractor is obliged to observe the provisions of the relevant FH, Danish Confederation of Trade Unions', collective agreements applicable at any time in relation to the employees who carry out the work, and that non-compliance with this requirement will be considered a material breach of this requirement.
5. It is agreed that the above contract clause means that work stoppages intended to force an enterprise to sign the relevant collective agreement may be avoided because the subcontractor is obliged to comply with its provisions.

Organisation meetings

6. If the 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 the Danish Construction Association. Similarly, the Danish Construction Association must immediately communicate with the trade union.
7. As a result, an organisation meeting shall immediately be convened between the parties to the collective agreement. In addition to the parties to the collective agreement, the principal and the subcontractor shall also participate. The meeting 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 meeting, it is incumbent upon the subcontractor to prove that the provisions of the collective agreement have been observed.
9. Furthermore, at the organisation meeting, the parties may discuss the fact that the subcontractor is not covered by a collective agreement.

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

10. If the case enterprises a single employee, the disclosure of background information relating to such employee requires his/her consent.
11. If the requirement to disclose background information enterprises 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 no agreement as to whether the provisions of the collective agreement have been observed is reached at an organisation

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

Briefing the 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. 51 The Danish Labour Court
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In the event of an alleged breach of the provisions of the collective agreement, a joint meeting with the participation of the Confederation of Danish Employers and the Danish Confederation of

Trade Unions shall be held before the case is brought before the Danish Labour Court.

Art. 52 Urgent cases

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

Art. 53 Work stoppage

The present provisions do not restrict the right of the organisations or their members without prior mediation or arbitration to participate in a work stoppage under the authority of the "Standard procedure for the settlement of industrial disputes" or on "General Agreement of 1973 with amendments of 1 March 1987 and 1 October 1992 between the Confederation of Danish Employers and the Danish Confederation of Trade Unions".

Art. 54 Disputes inconsistent with the provisions of the collective agreement

1. If an enterprise or its employees judge that there is a risk of disputes conflict with the provisions of the collective agreement, negotiations between the parties to the collective agreement and the local parties must 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, the parties find it relevant, a follow-up meeting must be held as soon as possible and within five working days after the request for such a meeting, if possible, at the enterprise's premises.

3. The above provisions do not alter the general provisions regarding the resolution of disputes in conflict with the collective agreement; see the relevant provisions of the General Agreement.

Chapter 14

Equal pay board

Art. 55 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 breaches of the provisions of the Danish Act on Equal Remuneration (Ligelønsloven) and the manner of their implementation in the collective agreement. Cases relating to implementation agreements shall be submitted to the Board unless they are covered by the provisions of Article 11(2) and Article 22(1) of the Danish Labour Court Act and Industrial Arbitration Act (Arbejdsretsloven).
3. The Board shall firstly be able to resolve disputes relating to the key provisions of the Act, i.e. Article 1(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 disputes 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. If a given case comprises aspects regarding the breaching or interpretation of the equal remuneration regulations as well as other issues within the scope of the collective agreement, the Board may also deal with other such issues. However, if other such issues require very specific knowledge of the provisions of the collective agreement, they may on request be referred to the industrial disputes procedure for independent consideration.

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

Chapter 15

Other provisions

Art. 56 Workwear

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

Art. 57 Pilot schemes

1. Subject to local agreement and approval by the organisations, it may be agreed to use pilot schemes which deviate from the provisions of the collective agreement, for example – based on local agreements – to supplement and derogate from the agreement's provisions on working hours, the introduction of alternative collaboration forms, job rotation, mixed work teams or common pay types for various trade groups.
2. In case of pilot schemes involving prolonged working hours, it may be agreed that pension contributions, accrued payment for public holidays and holiday allowance due for working hours in excess of 37 hours per week should be converted into a supplement to the employee's wages.

Art. 58 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 a enterprise wish to make use of this option, it may do so with 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. 59 Circumvention of the collective agreement

1. The parties to the collective agreement agree that where a self-employed person performs a particular job on terms and conditions similar to those existing in an employment relationship (“false self-employment”), such situation may be regarded as a circumvention of the provisions of the collective agreement.
2. However, it will not be regarded as a circumvention of the provisions of the collective agreement if two or more enterprises enter into an agreement for the provision of specified works on the principles of actual cooperation between independent enterprises, or if a subcontractor or a specialised enterprise takes on employees for the provision of such works.
3. Disputes as to whether a particular situation constitutes a circumvention of the provisions of the collective agreement may be resolved in accordance with the industrial disputes procedure.
4. In the assessment of whether the provisions of the collective agreement have been circumvented, it must as a general guideline be taken into account whether the self-employed person executes the managerial right of the works, is responsible for the quality of the work, is financially liable and bears the financial risk of the work.
5. Where it is unclear whether work is being performed as a contractual relationship in the construction and civil engineering sectors or as false self-employment, the Danish Metal Workers' Union and the Danish Union of Plumbers and Allied Workers may receive information about the name and CVR no. of the individual sub-contractor(s) and, if possible, information about which collective agreement applies to the sub-contractor.

Art. 60 Local agreements

1. A enterprise and its employees may make local, supplementary agreements about working conditions in the individual enterprise, including agreements about travel allowance and work away from the usual place of work, which, however, may not be contrary to this present collective agreement.
2. Local agreements, customs or regulations may – with the exceptions mentioned in paragraph 3 – be terminated by either party by giving two months' notice to expire on the first day of any month, unless an agreement on a longer notice period has been concluded.
3. Notice of termination of local agreements on the use of work studies may, however, not be given at shorter notice than six months to expire on the first day of any month. Any minute or hour factors fixed in relation to such work study agreements are subject to the ordinary notice pursuant to paragraph 2.
4. In the event of notice being given in accordance with paragraphs 2 and 3, the party giving notice is under an obligation to arrange for local negotiations to be conducted and, if agreement cannot be reached, to refer the matter to a mediation meeting and possibly a meeting of the organisations.
5. The parties will not be released from the local agreement, custom or regulation before these general rules have been observed, even if it is past the date of expiry.
6. However, the above provisions only apply insofar as they are not set aside by the provisions of Articles 20, 21 and 23.
7. Where local agreements are concluded that materially change pay and working conditions, the enterprise informs the affected employees to the necessary extent.

Art. 61 Mutual obligations

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

Prohibition against other provisions

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

Access to employment of unskilled labour

2. The work within the scope of this collective agreement and price lists can also be performed by unskilled labour, subject to compliance with the conditions of this collective agreement and price lists.

Information about agreements concluded

3. The Danish Union of Plumbers and Allied Workers and the Danish Metal Workers' Union are obliged to forward to the Danish Construction Association any negotiation results that affect the members of the Danish Construction Association's members who are engaged in plumbing, heating and sanitation work.
4. Changes usually enter into force for the members of the Danish Construction Association at the same time as they become effective for the members of the Danish Union of Plumbers and Allied Workers and the Danish Metal Workers' Union, but not earlier than one month after the Danish Construction Association has received them in a printed version.

Exceptions

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

Art. 62 Implementation of EU directives

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

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

The parties hereby consider the directives to be implemented.

Art. 63 Employment code

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

Art. 64 Duration of the collective agreement

This collective agreement and related negotiated protocols and piece rate lists, etc., come into force on 1 March 2020 and, in compliance with the rules in force at any time, are effective between the parties to the collective agreement until terminated in writing to expire on 1 March, but not earlier than on 1 March 2023.

Copenhagen, 19 March 2020

On behalf of the Danish
Construction Association:

On behalf of the Danish Metal
Workers' Union:

On behalf of the Danish Union of
Plumbers and Allied Workers:

Chapter 16

Provisions relating to apprentices I

Regardless of the below provisions, the administration of accrual and payment of the free choice account follows the calendar year.

Art. 1 Scope

1. The provisions laid down in this agreement apply to apprentices and adult apprentices employed under the provisions of the Danish Vocational Education and Training Act (Lov om Erhvervsuddannelse), including apprentices in the training programmes laid down in Article 1, paragraph 1 of Annex IV.
2. Moreover, the provisions cover other apprentices being trained by adults and covered by the Industrial Agreement concluded between the Confederation of Danish Industries and DIO I.

Basic vocational education and training

3. Except for Articles 2, 16 and 17, the provisions relating to apprentices apply to trainees under the practical training part of the basic vocational education and training programme (Erhvervsgrunduddannelsen – EGU).
4. The Industrial Agreement concluded between CO-Industri and DIO I applies to all matters not mentioned in these present provisions relating to apprentices.

CHAPTER I. Cooperation

Art. 2 Local cooperation

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

2. In enterprises with at least four apprentices in the trades stated in Article 1 and Annex IV, the apprentices must have the opportunity to elect a spokesman. The spokesman is elected from among apprentices having received at least nine months' training in the enterprise after deduction of school attendance.
3. As a representative of the colleagues from among whom he was elected, the spokesman can submit proposals, recommendations and complaints about training, and in enterprises in which no shop steward has been elected, also pay and working conditions, to the enterprise.

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

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

CHAPTER II. Working hours

Art. 3 Normal working hours

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

Art. 4 Overtime

1. Working hours for apprentices under 18 years of age must usually not exceed the usual working hours for adults.

Apprentices under 18 years of age must not be employed for more than a total of ten hours per day.
2. Work performed outside the normal daily working hours fixed during each week is paid at the same rate as that applying to adult employees; see Article 13 of the Industrial Agreement.

Art. 5 Shift work

Apprentices who have attained the age of 18 may perform shift work together with adult employees according to the same guidelines and to the same extent as applies to adult employees.

The shift work allowance is the same as for adult workers.

Art. 6 Days off

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

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

Art. 7 Work requiring employees to work away from the usual place of work and work requiring employees to be away from their homes overnight

Payment for work requiring employees to work away from the usual place of work and work requiring employees to be away from their homes overnight will be provided in accordance with Articles 19 and 20 of the Industrial Agreement.

In cases where an apprentice performs work requiring employees to work away from the usual place of work and work requiring employees to be away from their homes overnight, the expenses this may cause for the apprentice will be paid by the enterprise. Any advance necessary for paying these expenses must be paid to the apprentice prior to the

commencement of the work requiring employees to work away from the usual place of work and work requiring employees to be away from their homes overnight, and the apprentice must settle any outstanding accounts with the enterprise immediately after returning to the enterprise.

CHAPTER IV. Pay conditions

Art. 8 Minimum pay

1. The minimum pay for apprentices and those under 18 years of age amounts to:

		1.3.2020	1.3.2021	1.3.2022
1	0-1 years	71.30	72.50	73.75
2	1-2 years	80.85	82.25	83.60
3	2-3 years	86.85	88.35	89.85
4	3-4 years	100.60	102.30	104.05
5	Over 4 years	121.60	123.65	125.75

All amounts are in DKK.

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

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

School attendance

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

Changes of rates and credits

4. Apprentices are transferred from rate 1 to rate 2:
 - a. after the end of the first year of the training agreement if the training programme does not include an introductory basic programme in school (e.g. craft's apprenticeship); or
 - b. after having obtained a certificate for having passed the basic training course and six months' practical training within the relevant training programme.

Where an apprentice gains merits due to previous employment and/or training or education, and for the time that an apprentice has been engaged in school internship prior to the on-the-job learning, the duration of the lowest rates will be offset accordingly.

It is recommended that the enterprise and apprentice jointly contact the vocational school to obtain information about the content of the apprentice's training and education to ensure placement in the correct pay category.

Other apprentices

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

Prolongation of the training programme

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

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

Inconvenience allowance

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

ATP

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

Protective footwear

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

Wages to adult apprentices

10. Adult apprentices
 - a. Adult apprentices are understood as apprentices who are 25 years or older when the training agreement is concluded.
 - b. It is recommended that adult apprentices who are undergoing vocational training in accordance with the Danish Vocational Education and Training Act are paid in accordance with the provisions of Article 22 of the Industrial Agreement.
 - c. However, adult apprentices who have been employed by the enterprise in question for at least 12 months prior to the conclusion of the training agreement are paid in accordance with Article 22 of the Industrial Agreement.

Basic vocational education and training programme

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

Art. 9 Piecework and other incentive payment systems

The organisations agree that apprentices may perform piecework and work under other incentive payment systems.

However, apprentices should not normally perform independent piecework during their first year of training, whereas it is considered useful for reasons of training that apprentices are given such opportunity in the remaining part of their apprenticeship.

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

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

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

CHAPTER V. Other provisions

Art. 10 Pay during sickness

Apprentices are covered by the Danish Sickness Benefits Act (Lov om dagpenge ved sygdom eller fødsel), including its provisions concerning notification and evidence.

Where an apprentice falls ill or is injured in the workplace and has to leave his job according to prior agreement with the enterprise, the apprentice is paid wages corresponding to the loss of income suffered by the apprentice; see the note to Article 29, paragraph 2 of the Industrial Agreement.

If the apprentice is paid under the provisions on adult pay in the Industrial Agreement, the apprentice is paid in accordance with Article 28 of the Industrial Agreement in case of sickness and injury. Any entitlement

of these apprentices to holiday pay during sickness is subject to the provisions of Article 40 of the Industrial Agreement.

Note 1.

Danish Ministry of Employment, Act No. 68 of 25 January 2019 (the Sickness Benefits Act) provides that the enterprise has no obligation to pay sickness benefit for a period of sickness that occurs within the first eight weeks of employment. This provision does not apply to apprentices.

Note 2

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

Art. 11 Appearance before a draft board

The enterprise gives the apprentice the necessary time off for him to appear before a draft board. Immediately on being summoned to appear before a draft board, the apprentice is obliged to inform the enterprise of the time he is to appear before the board.

Payment for time spent in this connection, which must be limited to a minimum, is as stated in Article 8, paragraph 1.

Art. 12 Training courses

1. Apprentices may be allowed time off without pay for a maximum of one week to participate in one of the unions' youth courses concerning collective agreements for apprentices.
2. After six months' employment in the same enterprise (including any periods in school), apprentices are entitled to apply for support from the Skills Development Fund for the Industrial Sector. Support is granted for participation in training and education in the apprentice's leisure time to the same extent and on the same terms as apply to other employees covered by the Industrial Agreement. The apprentice is not considered to be under notice

of dismissal, although the training agreement is of limited duration.

Art. 13 Pension and insurance

1.
 - a. Apprentices are covered by the pension scheme mentioned in Article 34 of the Industrial Agreement when they attain the age of 18 and have acquired two months' service.
 - b. However, at the ages of 18 and 19, the employee's contributions amount to 4% from the enterprise and 2% from the employee, making a total of 6%. In addition, the enterprise will bear the costs of the insurance scheme stated in sub-clause 7.
 - c. Effective the month in which the employee turns 20 years old and has accrued 2 months' service, the rates agreed in Article 34 of the Industrial Agreement will apply.
2. Apprentices who commence vocational education before they turn 18 will until they attain the age of 18 be covered by the insurance scheme mentioned in sub-clause 7.
3. Apprentices who, after having been covered by the pension scheme, commence vocational training in a enterprise within the area covered by the pension scheme continue to be covered during the training period.
4. Apprentices who pursuant to Article 55(2) of the Danish Vocational Training and Education Act are entitled to pension according to the rules of the collective agreement in another training area are not covered by paragraphs 1-3, regardless of the fact that payments are made to Industriens Pension.
5. Apprentices who have attained the age of 18 and who have served their apprenticeship will have acquired the necessary two months' service to be covered by the pension scheme if they continue their employment with the enterprise.
6. Adult apprentices continue in the pension scheme during the apprenticeship if they are covered by the scheme before they enter into the apprenticeship agreement. For adult apprentices, the

apprenticeship may count as part of the two months' service required to enrol in the pension scheme.

7. Apprentices – with the exception of sub-clause 1, paragraph b – not already covered by an employer-paid pension or insurance scheme paid by the employer, whether in accordance with sub-clause 3 or on another basis, are entitled to the following insurance benefits:

- Disability pension
- Disability lump-sum
- Insurance against critical illness
- Life cover

Access to the benefits, the amount of the insurance sum and the terms of cover follow the guidelines in force from time to time for Industriens Pension. If, according to the guidelines, an employee has the option of making alternative combinations of benefits, such option may only be exercised if the employee pays any increase in cost.

The enterprise pays the costs of the scheme.

If the employee is transferred to being covered by Industriens Pension or another employer-paid pension scheme, the obligation of the enterprise according to this provision terminates.

8. The rate in sub-clause 1, paragraph b will be increased to the rates in the Industrial Agreement if the pension payment for 18-19 years olds that is refunded to the enterprises through the AUB Insurance Scheme in sub-section 7 should become void and, in such case, the parties to the collective agreement determine the month of entry into force.

CHAPTER VI. Holidays and public holidays

Art. 14 Holidays

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

Supplementary holiday pay

2. If apprentices have no entitlement to holiday allowance for all the holidays in the cases stated in Article 42(1) and (2) (until 1 September 2020: Article 9(1) and (2)) of the Danish Holiday Act (Ferieloven), the enterprise pays wages as stipulated in Article 8(1) of the provisions relating to apprentices in respect of the remaining number of days. Exempt from this provision are adult apprentices who are paid in accordance with the provisions of Article 22 of the Industrial Agreement.

Holiday closure

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

Art. 15 Public holiday pay

1. Payment for public holidays is as stated in Article 8, paragraph 1. Adult apprentices who receive pay corresponding to that fixed in Article 22 of the Industrial Agreement are covered by the provisions of Article 25 of the Industrial Agreement.
2. No payment is made for public holidays falling on days on which work is normally not performed in the enterprise and which consequently cause no reduction in the normal pay for the week in question.
3. The right to payment for public holidays as stipulated in paragraph 1 is forfeited if, without valid reason, the apprentice fails to attend for work on the last working day before and/or the first working day after the public holiday(s) and any adjoining holidays and/or days of closure. Sickness evidenced by a medical

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

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

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

CHAPTER VII. Training and education

Art. 16 School attendance

1. During the time they attend courses held at schools, apprentices are in principle transferred to the school.

Consequently, they are not obliged to work in the enterprise before or after school hours, nor on any individual days off which must be made up for by extra instruction in the remaining part of the period in school.

2. During school holidays, e.g. in connection with Christmas, Easter and Whitsun, and provided that the enterprise is not closed, apprentices must meet for work in the enterprise on any weekdays that may be included in the holidays. Such days are added to the training period. The enterprise must pay the expenses for the apprentice's stay in a residence hall, which are laid down in the annual finance act:
 - a. Where a trainee is directed to attend a school in accordance with the provisions on the free choice of school.
 - b. Where the trainee can only participate in the training programme at a school that entitles him to admission in a residence hall with payment at the rate (2020 level: DKK 542/week) laid down in the annual financial regulations.

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

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

The enterprise pays the expenses for adult apprentices' instruction in school, any supplementary training outside the enterprise and the test for completed apprenticeship.

CHAPTER VIII. Disagreements/settlement of industrial disputes

Art. 17 Labour organisations' right to present complaints

1. If the organisations receive a complaint about insufficient training of apprentices, the complaint is presented to the relevant trade committee. The committee shall then consider the case in accordance with the provisions of the Danish Vocational Education and Training Act and generally according to the rules agreed between the organisations.
2. Disputes between trainees and enterprises are endeavoured to be settled by negotiation with the participation of the organisations. If agreement is not reached, the matter shall be referred to the technical committee before proceeding with the Disputes Board.
3. If a case is brought before the Dispute Board and is rejected by it because the case enterprises interpretation of the apprenticeship agreement, the case is reopened for negotiation between the organisations. If agreement is not reached, cases of this nature may be referred for a final decision by industrial arbitration.

CHAPTER IX. Commencement and termination

Art. 18 Term of the agreement

This agreement, which also covers existing apprenticeships, enters into force on 1 March 2020.

The agreement runs concurrently with the Industrial Agreement and may be terminated and negotiated together with the latter.

Protocol on travel allowance for apprentices

Art. 1 Scope

The agreement covers:

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

Art. 2 Contents

1. The enterprise reimburses the apprentice's expenses for transport when the total journey to and from school is 20 km or more. The total journey to and from school is the nearest route from the place of residence, lodgings or place of training to the school and back to the place of residence, lodgings or place of training.
2. It is a condition for receiving the travel allowance that the apprentice could not attend classes at a school situated closer to the apprentice's place of residence or place of training than the school attended.
3. The enterprise pays the costs connected with transport to school in the cases where the enterprise must pay for the apprentice's stay in a residence hall according to Article 16(2) of the Executive Order.
4. Public transport must be used to the widest extent possible. If the use of such means of transport will cause unreasonable inconvenience to the apprentice concerned, the apprentice may use his own means of transport, always subject to the approval of the enterprise in each individual case.
5. If means of public transport are used, the expenses actually paid will be reimbursed. Following prior approval by the enterprise, the cheapest and most efficient way of transport must be used taking local conditions into account, and wherever possible season tickets, clip cards, etc. must be used.
6. If the apprentice uses his own means of transport, see paragraph 4, a travel allowance is granted on 1 March 2020 of DKK 1.10, on

1 March 2021 of DKK 1.11 and on 1 March 2022 of DKK 1.13 per km travelled when the total journey to and from school is 20 km or more.

7. Accommodated apprentices are granted reimbursement of their travel expenses for the distance to and from their lodgings and for the distance between their lodgings and their usual place of residence in connection with weekends and Easter and Christmas holidays if the condition on distance in paragraph 1 has been met. The provisions in paragraphs 2 and 3 apply by analogy to travel allowance pursuant to this paragraph.
8. If transport between several departments of a school is necessary on the same day, allowance is granted irrespective of the conditions on distance set out in paragraph 1.

Art. 3 Settlement of industrial disputes

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

Art. 4 Commencement

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

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

Copenhagen, 1 March 1991

Chapter 17

Provisions relating to apprentices II

For employment of apprentices in the heating, sanitation and plumbing industries, see the provisions of sub-clause 26 of the collective agreement for the heating, sanitation and plumbing industries concluded between the Danish Mechanical and Electrical Contractors Association and the Danish Union of Plumbers and Allied Workers, which can be found on the website of the Danish Union of Plumbers and Allied Workers, www.blikroer.dk, or at the website of the Danish Construction Association, www.danskyggeri.dk.

Protocols

Protocol on work sharing

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

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

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

Temporary reduction of working hours (work sharing)

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

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

Notice and scope

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

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

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

The reduced working hours must take the form of whole days.

Temporary layoff periods

3. Each temporary layoff period in connection with a work sharing arrangement cannot last more than one week.

Employment and release

4. The labour force may not be increased while shorter working hours are in force. An exception to this rule is employees - or their replacements - who have resigned during the period of reduced working hours. When reduced working hours are worked, employees are not bound to provide notice of resignation. Nor can they be dismissed.

Changes and discontinuation

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

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

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

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

Urgent orders

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

Overtime

7. The working hours applying under an arrangement determine the normal working hours for individual employees. If an employee is assigned to work beyond the work planned for him under the

arrangement, this is considered overtime and is remunerated as such.

Limitation

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

Training and education

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

Special provisions

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

Employment on conditions similar to those enjoyed by salaried employees

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

Copenhagen, 30 March 2009

Protocol on social dumping

The parties agree to follow the work of the committee which was set up in the areas of the United Federation of Danish Workers (3F) and the Danish Timber, Industry and Construction Workers' Union (TIB) to regularly monitor and discuss the use of foreign labour in the building and construction sector as well as in the industrial sector.

The committee is to follow cases considered according to this present agreement with a view to assessing whether the rules meet the objective. In addition, the committee may take the initiative to hold meetings, launch awareness campaigns and other activities regarding foreign labour.

Furthermore, the committee is to follow cases that arise in relation to the integration of foreign labour in industrial enterprises.

Copenhagen, 9 March 2010

Protocol on night work and health checks

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

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

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

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

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

Copenhagen, 9 March 2010

Protocol on health and safety at work

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

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

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

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

Copenhagen, 13 March 2017

Protocol on the participation of health and safety representatives in training courses

The parties agree that, by agreement with the employer, the health and safety representative can be granted the necessary time off for participation in the trade unions' relevant occupational health and safety courses.

Access to participation in the trade unions' occupational health and safety courses does not affect rights or obligations in relation to the health and safety training and education provided for by legislation. The parties agree that participation in the trade unions' voluntary occupational health and safety courses will not be compensated with payment under Article 10(1) of the Working Environment Act.

This provision will enter into force on 1 June 2020.

Copenhagen, 19 March 2020

Protocol on the access of shop stewards and health and safety representatives to IT facilities

The parties agree that the shop stewards and health and safety representatives have the opportunity to agree with the enterprise on access to IT facilities.

This provision will enter into force on 1 June 2020.

Copenhagen, 19 March 2020

Protocol on skills development in the building and construction industry

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

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

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

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

1. To focus on the need to strengthen the general reading and writing skills of employees in the industry, including proficiency in Danish among foreign employees in the industry.

In some cases, general skills are crucial for the employees' continuing training and education and adapting to new tasks or working processes as a result of digitalisation, new technology or green transition. A lack of general skills is a problem in terms of both developing and employee retention.

Grants may be sought from the Construction and Civil Engineering Sectors' Development Fund for dyslexia (OBU), preparatory adult education (FVU) and general adult education (AVU). The supply of preparatory courses for Start Danish shall be examined in order to assess whether the preparatory courses are eligible for grants.

2. That unskilled workers in the industry should be encouraged to undergo education and training to a skilled level or to enrol for an AMU education and training contract.

The parties shall have the objective of increasing access to contract and vocational training and education during the life of the

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

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

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

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

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

4. The parties agree to discuss the opportunities for industry employees to apply for grants themselves from the Construction and Civil Engineering Sectors' Development Fund.
5. The parties agree to recommend enterprises and employees to make use of PensionDanmark's continuing education and training website for planning skills development.

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

The negotiations between the parties will take place before the end of 2020. The necessary financing for supporting the activities is found in the existing Development and Education and Training funds, as well as the Foundation for Cooperation and Working Environment.

Copenhagen, 19 March 2020

Protocol on the construction industry's health and safety bus

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

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

The parties agree that the fund to operate the BAM BUS will be increased from DKK 0.10 per hour to DKK 0.12 per hour, and that the funds will be collected from the existing Foundation for Cooperation and Working Environment.

Based on the success of BAM-BUS, the Danish Construction Association and the Danish Union of Building, General and Environmental Workers agree to continue the cooperation on the health and safety bus and to expand its activities. Moreover, the parties agree to amend the provision on the focus in the visiting activities of BAM-BUS, so that the major part of the visits should be commissioned instead of outreach visits, in contrast to the provision of the 2015-2020 Target and Framework Plan, which state that half of the visits should be outreach visits.

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

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

Copenhagen, 13 March 2017

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

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

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

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

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

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

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

Copenhagen, 13 March 2017

Protocol on the social partners and joint information meeting

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

The organisations also agree to offer a joint information meeting, preferably within the first month of starting work in Denmark. Where possible, the meeting may be held on site. Otherwise, one of the parties will arrange for suitable premises.

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

Furthermore, at the commencement of major building and construction 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.

Copenhagen, 13 March 2017

Protocol on information on the use of subcontractors

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

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

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

Copenhagen, 13 March 2017

Protocol on additional holidays for posting enterprises

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

The parties agree as follows:

Purpose

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

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

New (1):

The provisions of sub-clauses 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; cf. Act No. 849 of 21 July 2006 on the Posting of Employees.

New (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 rules of the country of origin.

Payment of holidays

If, pursuant to the holiday rules in their country of origin, posted employees are entitled to fewer days of paid holidays per holiday year than provided for by the Holiday Act, 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 Holiday Act.

Alternatively, the enterprise and the employees may agree that, so far that the legislation in force at any time so allows, the enterprise pays compensation to the employees for the holidays not yet taken together with the pay. The settlement of the remaining contribution/pay supplement must, see also the provisions of the collective agreement to this effect, appear from the payslip and be paid out/in for each pay period.

It follows from Article 6, sub-clause 1 of the 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 Holiday 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 the rate of 12.5% of the annual pay in holiday allowance or with full pay during the holidays plus a holiday bonus of 1% of the annual pay. The additional holidays and/or holiday allowance should not be granted pursuant to the provisions of the Holiday Act, but in a manner that fits into the holiday rules of the country of origin.

New (3):

Especially regarding public holidays and floating holidays

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

New (4):

German enterprises

With regard to German enterprises affiliated to ULAK, the German construction sector's holiday fund under the social fund for the construction sector SOKA-Bau, the parties agree that no 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 rules. According to the Danish-German holiday agreement, the above requires that a statement from ZVK-Bau has been submitted to the Danish trade union with the required gross list of employees.

Entry into force

It is agreed that the collective agreement enters into force on 28 February 2017.

Approval

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

Copenhagen, 12 April 2017

Protocol on pension matters for posting enterprises

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

Purpose

The purpose of the collective 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 duty to pay pension contributions to PensionDanmark for the employees who are covered by a supplementary pension scheme in their country of origin. The enterprise's documented contributions to a supplementary pension scheme in the country of origin can be set off against the contributions that the enterprise shall pay under the collective agreement.

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

The pension contribution/pay supplement is calculated on the basis of the same pay components that form part of the basis for the pension entitlement under the collective agreement. This applies whether or not the pay component in question is 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 collective agreement comes into force on 28 February 2017.

Approval

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

Copenhagen, 12 April 2017

Protocol on the organisation agreement on data protection

The parties agree that provisions of 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 agree that in connection with the implementation of the General Data Protection Regulation (GDPR), it must be ensured that current practice on the collection, storage and transfer of personal data under the employment and labour law obligations can continue.

It is further agreed to observe the Protocol on the anonymisation of information concerning the pay and employment conditions of foreign employees, concluded between the Danish Construction Association and the United Federation of Danish Workers (3F) on 1 October 2018.

Copenhagen, 19 March 2020

Protocol on the green transition

The enterprises are facing sweeping changes in connection with the green transition. The adoption of new, ambitious climate targets will maintain requirements for Danish enterprises to utilise new technologies and to develop and improve the efficiency of production.

We in Denmark are already recognised for our experience and role as a global leader in green technology and green transition. The organisations agree that the green transition holds the potential for continued improvement of opportunities in a global market for the enterprises.

To ensure that the enterprises in Denmark are well-equipped to take advantage of the opportunities presented by the green transition, it is essential to further develop the ability of the enterprises to adapt and innovate, including the development of competencies and ongoing upgrading of skills.

The organisations agree that such objectives can be supported through a systematic collaboration between employees and management at all levels of the enterprise, and that they are central components of a future-oriented business policy. This includes collaboration to reduce the enterprises' environmental and climate impacts, and what the enterprises can do to mitigate impacts throughout the value chain and surrounding environment via their products and services.

Copenhagen, 19 March 2020

Protocol on committees

The parties agree to monitor the results of the committee works agreed between the Danish Construction Association and the United Federation of Danish Workers (3F Byggegruppen) in connection with the 2020 renewal of the collective agreements, with a view to discussion of potential considerations that should be incorporated into the collective agreements between the parties.

The Danish Construction Association will notify the Trade Unions of the final results of the committee works.

Copenhagen, 19 March 2020

Annex

Annex 1 Contract of employment

Contract of employment for hourly worker

Between **employee:**

and **enterprise:**

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

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

1 Employed as of: Date: ____ Month: ____ Year: ____

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

Employed as: Select Trade Group Other: ____

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

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

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

Additional payment may be provided for overtime work, advance supplement, work requiring employees to work away from the usual place of work and work requiring employees to be away from their homes overnight, and inconvenience allowance, in accordance with the above-stated collective agreement. Holiday rules will also follow the above-stated collective agreement.
 The work may include piece-work, where the price is determined in accordance with the rules of the collective agreement and the duration of the task is defined, and there may also be different productivity-promoting pay schemes, which will also be determined in accordance with the collective agreement. Local agreements may have also been concluded.

5 Working hours in the case of part-time employment: ____ hours/week

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

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

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

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

Other issues:

Date ____	Date ____
_____	_____
The enterprise	The employee

Form 201 net version – April 2020

GUIDE to electronic form

For item 1:

Enter the date of hiring.

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

Chose the trade in which the employee will be working.

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

For item 2:

Enter the Danish Construction Association as the employers' association.

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

The following unions are members of the BAT Cartel:

The United Federation of Danish Workers (3F)

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

The Danish Metal Workers' Union

The Danish Painters' Union

The Danish Union of Electricians

The Danish Union of Plumbers and Allied Workers

For item 3:

The information must be provided by the employee.

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

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

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

For item 4:

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

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

For items 6 and 7:

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

Annex 2 Contract of employment on terms similar to those enjoyed by salaried employees

Employment on conditions similar to those enjoyed by salaried employees

Between employee

Name: _____

Address: _____

City: _____

Telephone: _____

Date of birth: _____

Bank: _____

Reg. no.: _____

Job title: _____

and enterprise

Name: _____

Address: _____

City: _____

Telephone: _____

CVR no.: _____

Account no.: _____

Employed as of: _____

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

The agreement is an addendum to:

- The Collective Agreement for the Construction and Civil Engineering Sectors with the United Federation of Danish Workers (3F)
- The Industrial Collective Agreement with the United Federation of Danish Workers (3F)
- The Collective Agreement for Metal Workers with the Danish Metal Workers' Union/the Danish Union of Plumbers and Allied Workers
- The Collective Agreement for Electricians with the Danish Union of Electricians
- The Collective Agreement for Masons and Mason's Labourers with the United Federation of Danish Workers (3F)

Pay

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

Working hours

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

Work location

The employee is employed at:

- Non-permanent workplaces
- Permanent workplace. Enter address: _____

Holidays

Holidays are accrued and taken in accordance with the provisions of the collective agreement and the Holiday Act. Paid holiday is provided during holidays.

Public holidays

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

Floating holidays

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

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

Special accrual scheme

The enterprise shall pay the following percentage of the holiday entitled pay to a special accrual scheme

As of 1 May 2020 5.0%

As of 1 January 2021..... 6.0%

As of 1 March 2022.....7.0 %

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

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

The enterprise pays full pay during sickness.

Procedure in the event of absences from the enterprise:

Employee circular provided: Yes No

Notice of dismissal

In the event of notice of dismissal, the following apply: Article 2 (notice period), Article 2a (severance allowance), Article 2b (compensation for any unjustified dismissal), Article 16 (right to seek other employment during the notice period), and Article 17 a (share of profits, bonus or similar).

Furthermore, the following is agreed:

(The rules of Article 8 of the Danish Salaried Employees Act (death of salaried employee) cannot be waived by agreement).

120-day rule:

It is agreed that the employee may be dismissed by giving one month's notice to the end of a month if the employee has received pay during sickness absence for a total of 120 days over a period of 12 consecutive months. The dismissal is only valid if it occurs immediately following the end of the period of 120 sick days, and while the employee is still sick. However, the validity is not affected by the employee's return to work after notice of termination has been given.

Validity

The agreement on conditions similar to those of salaried employees applies from

, date

, date

Employee

Enterprise

Annex 3 Contract form on transfer of holidays

Agreement on transfer of holiday

Enterprise

Employee

1. Transferred holiday

- 1.1 In accordance with the rules below, the parties have agreed that It may be locally agreed that ____ days of holiday may be transferred to be taken during the following holiday period.
- 1.2 A maximum of 10 holiday days may be transferred and all holiday shall be held no later than the second holiday period following the transfer of holiday days.
- 1.3 If, due to his or her sickness, maternity/paternity leave, leave for adoption or other obstacles to holiday, an employee is prevented from taking leave, up to 20 days of paid annual holiday may be transferred to the subsequent holiday period.

2nd Taking of transferred holiday

The parties have agreed on the following procedure for taking transferred holiday (tick the appropriate box)

- 2.1 Holiday is to be taken in the period ___/___-20___ to ___/___-20___
- 2.2 Other agreement (specify here) _____
- 2.3 If no agreement on the scheduling of transferred holiday can be reached, the holiday will be scheduled in accordance with the same guidelines for scheduling of residual holiday entitlement.

3. Other provisions

- 3.1 Agreements on transfer of holiday must be concluded in writing by 31 December in the holiday period.
 - 3.2 Transferred holiday must be taken before other holiday.
 - 3.3 If the employee resigns before all transferred holiday is settled, holiday allowance will be paid for the remaining transferred holiday days.
 - 3.4 Agreement on taking of transferred holiday can only be changed by entering into a new agreement.
 - 3.5 The holiday allowance corresponding to the above-mentioned holiday days for the employee amounts to DKK:
_____.
- The amount is to be paid in connection with the taking of holiday or the termination of employment in the enterprise.

Date: _____

The enterprise's signature

The employee's signature

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