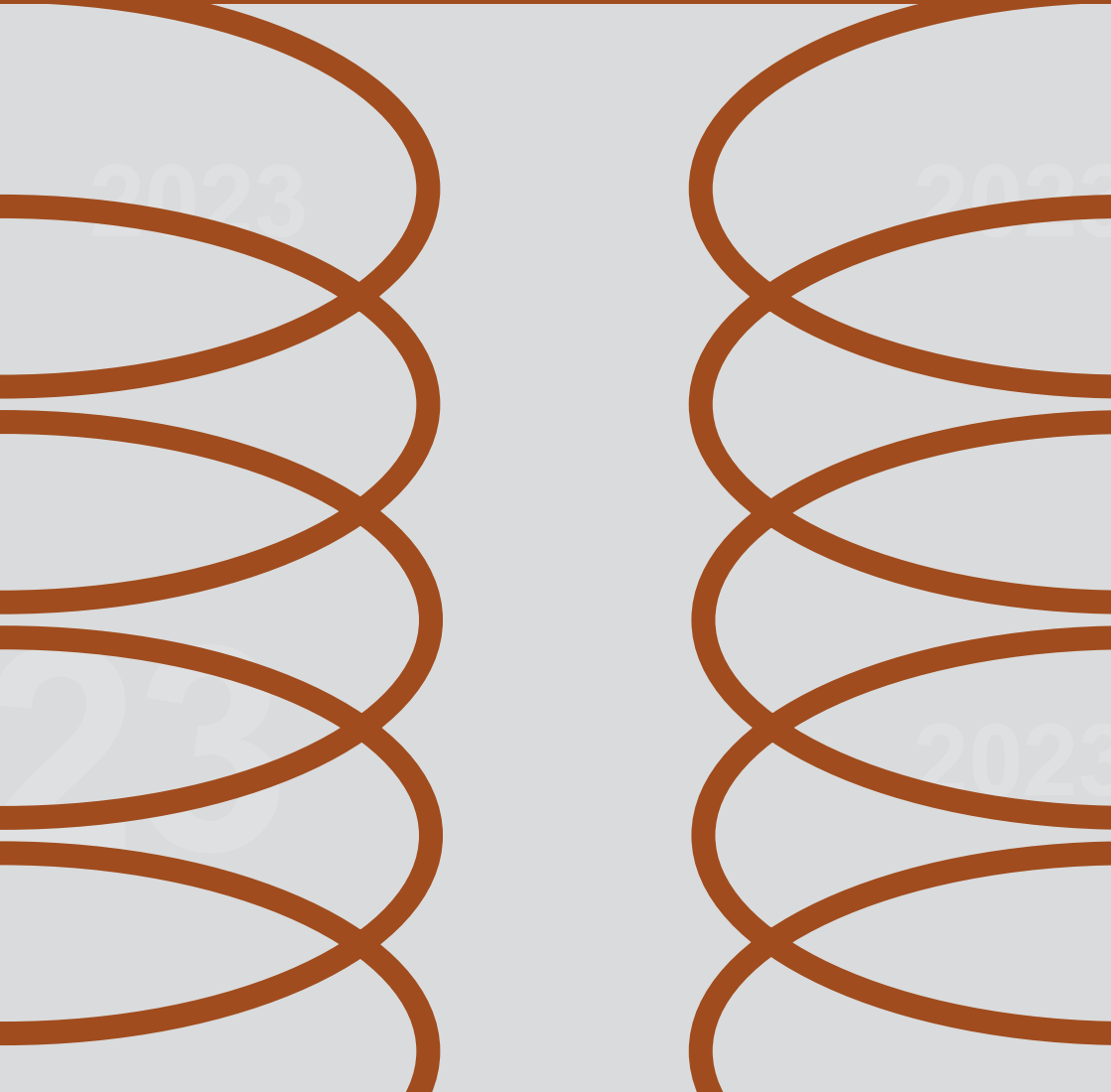




# COLLECTIVE AGREEMENT 2023 FOR SHEET METAL, PLUMBING AND PIPE WORK

BETWEEN

DI COLLECTIVE AGREEMENT III (DIO III), THE DANISH METAL WORKERS' UNION, AND THE  
DANISH UNION OF PLUMBERS AND ALLIED WORKERS



# **Collective Agreement 2023**

**For sheet metal, plumbing and pipe  
work**

**between**

**DI Collective Agreement III (DIO III)**

**the Danish Metal Workers' Union,**

**and**

**The Danish Union of Plumbers and Al-  
lied Workers**

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# Chapter 1

## Organisational matters

### Art. 1 Admission of new members

The following applies to enterprises that join DIO III:

#### **New members with a different collective agreement**

1. Enterprises previously covered by other collective agreements and admitted as members of DIO III become subject to DIO III's collective agreements three months after the trade union has been informed of the enterprise's membership of DIO III.
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 DIO III, the trade union may request that an organisation meeting be held, cf. Article 49, 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 provisions 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 DIO III after 1 March 2004 apply for up to three months after the union has been informed in writing about the membership of DIO III. Subsequently, DIO III's collective agreement in the area concerned will apply.



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

**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

<b>Art. 2 Information about terms of employment</b>
---

1. Reference is made to the applicable law regarding the employer's obligation to inform the employee of the terms and conditions of the employment relationship (the Danish Contract of Employment Act).
2. The reference to the law regarding the employer's duty to inform the employee of the terms and conditions of the employment relationship (the Danish Contract of Employment Act) will, from the date on which the Danish legislation implementing the Working Conditions Directive enters into force, be amended to refer to the forthcoming implementation law with regard to the employer's obligation to notify the employee of the terms and conditions of the employment relationship.
3. In accordance with Article 1, sub-clause 3 of the Danish Contract of Employment Act, the parties have agreed on the following derogations from the Act.
4. If the employee has not received the contract of employment in a timely manner or if the contract of employment is deficient, the enterprise may be ordered to pay a penalty/compensation unless the deficiency is excusable and has had no actual impact on the employment relationship.
5. Any violation must be reported to the enterprise.
6. If the matter complained of is not rectified within fifteen (15) working days, a written complaint shall then immediately be raised in writing with DIO III, specifying the exact nature of the deficiencies. If deficiencies in the contract of employment are subsequently corrected, or the missing employment certificate is provided within 15 working days of receipt of the claim in DIO III, the enterprise will not be ordered to pay a fine/compensation unless there is a systematic breach of the provision concerning the contract of employment.

7. In any case, the employee must be provided with the above mentioned information about the employment relationship no later than 15 days after the claim is made. If this does not happen, the enterprise may be ordered to pay a fine/compensation.
8. This derogation from the Danish Contract of Employment Act (nachfrist) mentioned above continues to apply after the implementation of the Working Conditions Directive into Danish law, and from the date on which the Danish legislation implementing the Working Conditions Directive enters into force, the reference to Article 1, sub-clause 3 of the Danish Contract of Employment Act will be amended to the corresponding provision in the upcoming implementing legislation.
9. Matters relating to whether the enterprise has complied with its duty of disclosure must be brought in accordance with the applicable labour law provisions.

<b>Art. 3 Appointment on conditions similar to those enjoyed by salaried employees</b>
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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 Danish Salaried Employees Act may be individually agreed with particularly trusted employees who perform highly qualified work. Agreements for hiring 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 hiring 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 141.
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 provisions of Article 8 of the Danish Salaried Employees Act on voluntary early retirement pay in the event of death cannot be waived by agreement.

## **Pay**

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 salaried employees.

6. Disputes regarding pay level or wage adjustment may be submitted for resolution in accordance with the Industrial Disputes Procedure provisions of the present collective agreement.

For employment on salaried terms, the hourly wage is converted into 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 salaried employees.

## **Length of service**

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

## **Termination**

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

The parties agree that 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 47, sub-clause 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 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 35 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 pay on 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. 7.0% of the employee's holiday qualifying pay will be paid into the accrual scheme.

From 1 May 2024, 9.0% of the employee's holiday qualifying pay will be paid into the accrual scheme.

### **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, a child's second sick day, visits to the doctor in connection with a child's sickness, senior employees' leave 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 an 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 time is 37 hours per week of standard day shifts.
2. The weekly working hours shall be distributed over the first five days of the week.

#### **Art. 5 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. Within 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 Working hours**

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

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



### **Art. 7 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 sub-clause 2.
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. 8 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 sub-clause 2 are taken as time off in lieu, preferably as whole days, within three months of the qualifying period.  
  
Overtime work pursuant to Article 16, sub-clause 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. 9 Weekend work**

1. Subject to local agreement, weekend work may be introduced.
2. In such an instance, the maximum number of working hours on Saturdays and Sundays, respectively, is twelve hours.
3. The beginning and end time of working hours on Saturdays and Sundays is set by the enterprise.

4. Employees who are hired for weekend work may not at the same time have any other paid employment.  
Thus, no supplementary benefit may be paid out to the employees.
5. Agreement on the introduction of weekend work in the individual enterprise may only be concluded if the organisations agree to do so.
6. Infringement of sub-clause 4 is regarded as a breach of the terms of employment and will result in immediate dismissal from the enterprise. Should an enterprise know of an infringement of sub-clause 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. Payment for weekend work shall be as stipulated in the collective agreement.
9. Additionally, supplements provided for in the collective agreement are payable similarly to other employees of the enterprise in the relevant field of activity.
10. Furthermore, supplements and allowances for work on Saturday and Sunday are payable as provided for in the collective agreement. Locally it may be agreed to distribute the supplements and allowances as an average over the total working hours.
11. A precondition for weekend work is that 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 "public holiday account". However, no amount greater than that deposited on the individual employee's public holiday account at the given time may be paid out.

13. Only ordinary remuneration shall be paid for work on public holidays and thus no advance pay for public holidays which fall on weekdays shall be applicable.

## **ATP**

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

## **Art. 10 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 twenty and a maximum of thirty 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 pay compensation for reduced working hours.

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

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

In accordance with the procedure for the settlement of industrial disputes, the organisations have the right to present a complaint

regarding abuse 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 regarding abuse of the present provision in accordance with the procedure for the settlement of industrial disputes.

## **Art. 11 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. 12 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. Local agreements on payment for being on call for work are concluded prior to the introduction of on-call work.

### **Art. 13 Stand-by duty**

1. In connection with stand-by duty agreed in writing, the enterprise provides a mobile telephone.
2. The number of periods of stand-by duty may not exceed two weeks in any four week-period.
3. A period of 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 period of 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 period of stand-by duty is payable from the beginning of the pay week which includes 1 May 2023:  
Hours on stand-by duty on weekdays ..... DKK 22.90  
Hours on stand-by duty on Sundays, holidays and days off  
..... DKK 28.70  
From the beginning of the pay week which includes 1 January 2024:  
Hours on stand-by duty on weekdays ..... DKK 23.70  
Hours on stand-by duty on Sundays, holidays and days off  
..... DKK 29.70
5. The weekly payment for the period of stand-by duty cannot amount to less than from the beginning of the pay week which includes:  
1 May 2023..... DKK 1,147.85  
1 January 2024..... DKK 1,188.02

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 2023 ..... DKK 144.65

1 January 2024 ..... DKK 149.70

7. For calls paid by the hour, a duty allowance and an overtime allowance are payable in accordance with Article 16 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

**Art. 14 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 39, sub-clause 3.

**Floating holidays**

3. Employees are entitled to five floating holidays per calendar year.
4. Additional days of floating holiday are paid according to the same rules as for the payment of public holidays falling on weekdays, cf. Article 39, and are taken according to the same rules as apply to the residual holiday entitlement.
5. The amounts of advance payments per day for adult employees are:  
1 March 2020..... DKK 1,300.00  
1 May 2024 ..... DKK 1.500.00  
For young employees (however, maximum full personal pay)  
1 March 2020 ..... DKK 700.00  
1 May 2024 ..... DKK 800.00
6. If an employee is sick when the floating holiday begins, the employee shall not be obliged to take the floating holiday, and the floating holiday may be postponed.

## **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.

<b>Art. 15 Other arrangements concerning working hours</b>
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1. If, in the case of special tasks, 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 Sheet Metal, Plumbing and Pipe work 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. 16 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 wage rate increased by the amounts specified below:

1 May 2023 ..... DKK 70.70

1 January 2024 ..... DKK 72.50

One out of these three hours may be 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 wage rate increased by the amounts specified below:

1 May 2023 ..... DKK 141.20

1 January 2024 ..... DKK 145.45

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. Apprentices 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 this has been agreed locally.

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

Overtime work in excess of eight hours per week shall preferably be 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 8, sub-clause 2.

### **Art. 17 Systematic overtime**

1. If the local parties have failed to enter into an agreement on variable weekly working hours, cf. Article 7, the enterprise may issue notification 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 shop steward – 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 given a notice of minimum 6x24 hours.
5. Time off in lieu resulting from systematic overtime may not be included in a notice period unless the enterprise and the employee have agreed to this.

6. The existing possibilities for notifying overtime according to the other provisions of the collective agreement will not be affected by the possibility of notifying systematic overtime.

## **Art. 18 Staggered working hours**

### **Pay for working 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 2023:

From 6:00 pm to 10:00 pm .....DKK 28.20

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

For staggered work that begins at midnight or later,

for the working hours until 6:00 a.m., there is paid an hourly allowance of .....DKK 58.75

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

From 6:00 pm to 10:00 pm .....DKK 29.20

From 10:00 pm to 6:00 am .....DKK 51.10

For staggered work that begins at midnight or later,

for the working hours until 6:00 a.m., there is paid an hourly allowance of ..... DKK 60.80

### **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. 19 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 sub-clause 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 with regard to 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 sub-clause 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 sub-clauses 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 2023 ..... DKK 231.50

1 January 2024 ..... DKK 239.60

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

## **The working day**

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 that includes:

1 May 2023 .....DKK 43.40

1 January 2024 ..... DKK 44.90

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 2023 ..... DKK 102.35

1 January 2024 ..... DKK 105.95

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 sub-clause 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 sub-clauses 11 and 12, such shift work allowance in the amount corresponding to the relevant time interval is paid in addition to the overtime pay rate.

## **Work on or staggering of days off**

14. If a paid day off cannot be given in exchange for working on a public holiday or a collectively agreed day off, see sub-clause 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 2023 ..... DKK 102.35

1 January 2024 ..... DKK 105.95

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

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 2023 ..... DKK 30.65

1 January 2024 ..... DKK 31.70

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

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

### **Local agreements**

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. 20 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 (pay conditions), 4 (travelling and waiting time), 5 (board and lodging) and 6 (holidays) also apply to the members of the DIO III.

2. Except for the abovementioned derogations, the collective agreement existing at March 2023 between the DIO III, the Danish Union of Plumbers and Allied Workers and the Danish Metal Workers' Union applies.



## Chapter 5 Pay conditions

### Art. 21 Minimum pay

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

1 May 2023.....	DKK 131.60
1 January 2024.....	DKK 136.10

### Art. 22 General

#### Determination of wages

1. The parties agree that it is a condition that there can and must be deviations from the minimum wage rate set out in the collective agreement because the wage system is 'fluid', and because there is a certain pay rate variation in the individual enterprise.
2. Thus, the employees' skills, experience, education and training, and performance in production must be taken into account, and the wage must also be affected by there being no or only negligible access to piece-work or other performance-related pay systems. Moreover, the demands 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 to include, for example, the wage increases resulting from any increases in special wage accrual scheme in connection with the local pay negotiations.

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

5. Negotiations on the adjustment of individual wages may be made once in every collective agreement year.
6. Where the local parties wish to negotiate pay collectively, a local agreement can be made to this effect. If a shop steward has been elected, the shop steward heads the negotiations.
7. For the purpose of supporting their colleagues in the best possible way when pay and wage agreements are made in accordance with Article 22 of the Collective Agreement for Sheet Metal, Plumbing and Pipe Work, the shop steward may request information about the enterprise's productivity, competitiveness, financial situation and outlook, including order book, market situation and output ratio.

### **Disproportion as a whole**

8. The organisations have a right to take action pursuant to the procedure for the settlement of industrial disputes in cases where disproportion as a whole is deemed to exist.
9. The parties agree that one of the conditions for the existence of disproportion as a whole is that the pay level of the individual enterprise is considerably lower than the pay level in comparable enterprises in the industry. The parties agree that a substantial deviation from the medium 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 disagreements**

10. Disagreements 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.
11. During the organisation meeting, the parties seek to reach an agreement on the existence of disproportion and its level. If the parties reach an agreement, the case may be closed.
12. If, during the industrial consideration of the case, it is not possible to reach an agreement about disproportion, the case may be continued before an industrial arbitration tribunal, which will

decide whether disproportion exists – and to the extent agreed – the level of any such disproportion.

13. With effect from 1 October 2023  
Where monthly salary is agreed, the wages are paid at the end of the month.
14. Any disproportion found must, if so requested, be the subject of local negotiations.
15. 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**

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

<b>Art. 23 Payslips</b>
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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
  - Sickness pay
  - Holiday allowance and special wage accrual scheme
  - Mileage allowance
  - ATP

- Pension
- Compensation for first and second 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 upon three months' prior notification to its employees unless otherwise agreed. After the expiry of the notification period, employees who are unable to collect the documents electronically will be provided with them upon application to the enterprise.

## Chapter 6 Piece-work

### Art. 24 Rules for piece-work at non-permanent workplaces

#### **Piece-work etc.**

1. Where piece-work, bonus schemes, production bonus schemes and other performance-related pay scheme 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 piece-work or other performance-related pay scheme that can be determined by negotiations should be used in the individual enterprise.
4. Requests for piece-work must be made in writing six working days after the start of the work for which piece-work is desired.
5. Where an employee representative makes a request for piece-work 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 piece-work, the parties may have the matter settled following the procedure for the settlement of industrial disputes.
7. If the Court of Arbitration finds that the work must be performed as piece-work, the issue of payment for the work shall be referred to negotiations between the parties. If no agreement is reached, the Court of Arbitration shall determine the payment for the work.
8. If the Court of Arbitration determines that the work should be paid by the hour, such hourly pay shall be determined in accordance with Article 22 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 DIO III, 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 DIO III, 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 in force at any given time also apply to this collective agreement.

## **New materials and working methods**

12. Members of the DIO III 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 piece-work according to the agreements on piece rates, hourly pay rates for the work are agreed.

## Chapter 7 Pension

### Art. 25 Pensions and healthcare scheme

1. Enterprises pay pension contributions to PensionDanmark for adult employees who are over 18 years of age and for apprentices 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 DIO III or the Danish Mechanical and Electrical Contractors Association or who have been in paid work for an equivalent period.
2. The pension contribution amounts to 12% of the employee's holiday qualifying pay in addition to holiday and special wage accrual scheme. The enterprise pays 8% of the total contribution amount and the employee pays 4%.  
With effect from 1 June 2023:  
The pension contribution amounts to 12% of the employee's holiday qualifying pay in addition to holiday and special wage accrual scheme. The employee pays 2% of the total contribution amount, and the enterprise pays 10%.
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.

#### Calculation of pension contribution

5. Pensions are calculated based on the holiday allowance of employees who are entitled to a pension, see Art. 25 of the Collective Agreement for Sheet Metal, Plumbing and Pipe Work.



Pension of holiday allowance covered by a holiday guarantee scheme is calculated as holiday allowance is accrued. Therefore, it is irrelevant that the holiday allowance is not taxed until it is paid to the employee.

### **Payment of pension contribution**

6. 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.

### **Transfer of pension account from PensionDanmark**

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

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

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

#### **In effect until 30 June 2023**

8. An additional pension contribution is paid during the 14-week period of maternity/paternity 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.

**With effect from 1 July 2023, the following applies:**

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

Employer contribution DKK per hour/DKK per month DKK 18.45 / 2,957

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

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

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

**Health scheme**

9. Enterprises that do not already have a health scheme approved by the organisations shall establish a healthcare scheme with PensionDanmark.
10. The health insurance contribution is 0.15% of the holiday qualifying pay plus holiday pay and weekday holiday pay and is paid by the enterprise together with the pension contribution.
11. The health scheme must comprise telephone counselling in case the employee needs emergency psychological aid, addiction counselling or a guide to the health services.
12. 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.
13. The enterprises may, with prior approval from 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.**

<b>Art. 26 Sickness and injury</b>
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#### **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 have been continuously employed by the enterprise for at least three months and fulfil the requirements of the Danish Sickness Benefits Act (Sygedagpenge-loven) regarding the right to receive sick pay from the enterprise.

#### **Statement length of service**

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

#### **Injury during working hours**

5. The requirement for 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 education and training, apprentices who continue employment with the same enterprise are considered to have accrued three months' length of service.

## **Interruption of length of service**

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

## **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 2023 ..... DKK 161.45

1 January 2024 ..... DKK 167.10

and for no more than 37 hours a week.

## **Calculation of sick pay**

9. Sick pay is calculated as the employee's expected loss of earnings per working hour including systematically occurring nuisance bonus during the period of sickness.
10. If the expected loss of income per working hour is unknown, pay during the period of leave is calculated on the basis of earnings in the last 4 weeks prior to the start of the leave. Earnings include systematically occurring nuisance bonus but not irregular payments that have no relation to the working hours 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 161.45/167.10 respectively.

### **Sickness/accident during the course of a working day**

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

### **Art. 56-agreement**

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

<b>Art. 27 Child's first sick day and time off for child's second sick day and visits to the doctor</b>
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1. Employees and employees undergoing education or training are given time off if this 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 full sick day.
3. If the child falls ill during the employee's working day, and the employee has to leave work for that reason, the employee is entitled to time off for the remaining working hours of the day in question.
4. The employee receives the same payment 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 unpaid, however, the employee can withdraw an amount from their special wage accrual scheme as long as there are sufficient funds in the account.
7. Effective from 1 May 2020, employees and members of staff with at least 1 month's length of service undergoing education and training 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.  
Taking time off for medical appointments is unpaid, however, the employee can withdraw an amount from their special wage accrual scheme as long as there are sufficient funds in the account.

#### **Art. 28 Hospitalised children**

1. Employees and staff on education and training courses are allowed time off when it is necessary for connection with hospitalisation, including when the hospitalisation is entirely or partly in the home. This provision applies only to children below the age of 14.
2. The time off is granted only to one of the holders of parental responsibility over the child and only for a total of up to one week per child during a 12-month period.
3. At the request of the enterprise, the employee shall present evidence of hospitalisation.
4. The employee receives the same payment for a day off as for a day of absence due to the employee's own sickness.

#### **Art. 29 Childcare days**

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

children of the employee. This provision applies only to children below the age of 14.

2. The days shall be taken according to agreement between the enterprise and the employee taking into account the best interests of the enterprise.
3. Childcare days are unpaid. However, the employee is permitted – upon request – to withdraw an amount from their special wage accrual scheme.

## **Art. 30 Maternity/paternity provisions**

### **Children born or adopted before 1 July 2023**

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

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

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

### **Paternity leave**

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

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

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

1 May 2023 ..... DKK 161.45

### **Parental leave**

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

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

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

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

### **Failure to comply with the obligation to give leave notification**

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

### **Payment during parental leave**

7. Payment during parental leave is full pay.



8. Pay during parental leave is calculated as the employee's expected loss of income per working hours including systematically occurring nuisance compensation during the leave period.
9. If the expected loss of earnings per working hours is not known, the pay during the period of 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 bonus but not irregular payments that have no relation to the working hours in the period. Any piece-work surplus in the 13-week period is included pro rata with the hours that relate to the piece-work surplus
10. If the number of working hours performed in the preceding 13-week period is unknown, the number of hours is calculated on the basis of 37 working hours per week.

### **Reimbursement**

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

### **Children born or received on 1 July 2023 or later**

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

12. Employees who, at the expected time of childbirth, have six months' length of service within the last 18 months receive pay from the enterprise during absence due to maternity/paternity provisions in the period from four weeks before the expected time of birth until ten weeks after the birth (pregnancy leave/maternity leave).
13. Adoptive parents receive pay during absence due to maternity/paternity provisions for a period of 10 weeks starting from the reception of the child.

#### **Paternity leave/co-maternity leave**

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

## **Parental leave**

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

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

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

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

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

## **Failure to comply with the obligation to give leave notification**

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

## **Payment during leave**

17. Payments for the above leave periods correspond to the pay that the employee would normally have received during the period, but not exceeding DKK 225.00 per hour with effect from the beginning of the payroll week in which 1 July 2023 occurs.
18. Pay during the period of leave is calculated as the employee's expected loss of income per work hour, including systematically occurring nuisance compensation during the leave period.
19. If the expected loss of earnings per work hour is unknown, pay during leave is calculated based on the earnings during the last 13 weeks before the leave commences. Earnings include systematically occurring nuisance compensation but not irregular payments with no relation to the working hours performed in the period. Any piece-work surplus in the 13-week period is included pro rata with the hours that relate to the piece-work surplus.

20. If the number of working hours in the preceding 13-week period is unknown, the number of hours is calculated on the basis of a 37-hour working week.

### **Reimbursement**

21. The payment is subject to the condition that the enterprise is entitled to reimbursement equivalent to the maximum rate for unemployment benefits. If the reimbursement is 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 entry into force of the new holiday law.

#### **Art. 31 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 hospitalisation of a child.
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 accrued full holiday rights (25 days) with holiday allowance or pay, the employee is entitled to have the number of holiday days supplemented up to full holiday rights without the associated right to holiday allowance or pay for such additional days.

#### **Art. 32 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 hold 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 placing holidays, including wishes for the main holiday to be taken during the school holidays of employees' children.
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 postponement may entail.
14. Holidays which have already started cannot be postponed.

## **Taking holiday in advance**

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

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

The enterprise may give notice of holiday to be taken at a time when the holiday has not yet been accrued (give notice of "holiday in advance"). The enterprise may not give notice of more

holiday than the employee can accrue before the end of the holiday year.

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

Where the resignation is due to termination on the part of the enterprise, the enterprise may not offset more holidays than the employee can accrue before his/her resignation, unless termination is due to fundamental non-performance on the part of the employee.

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

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

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

### **Art. 33 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 shall report sickness to the enterprise in the normal manner.

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

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

2. If an employee 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. Unless otherwise agreed, the holiday employees were prevented from taking due to sickness shall be taken immediately after the originally scheduled holiday.

<b>Art. 34 Transfer of holidays</b>
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1. It may be locally agreed that, when over 20 accrued holiday days have not been taken, these are carried over 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 143.
5. Holidays that correspond to the transferred holiday may not be placed so that they are taken during a termination of employment notice period unless the holiday, according to the abovementioned agreement, is to be taken within the notice period.

### **Art. 35 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 Danish Holiday Act from the second day of absence due to sickness for the periods in which the employee was absent due to sickness or injury during the holiday qualifying year.

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 204.25	DKK 190.75
Unskilled workers	DKK 185.40	DKK 183.90

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

- 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. 36 Deposit and payment of holiday allowance**

#### **Reporting and payment**

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

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

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

5. **Death:**  
The holiday allowance is paid to the estate upon the death of the employee.
6. **Holiday allowance 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 any holiday allowance and holiday allowance during sickness earned in excess of 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:**  
If an employee is prevented from taking a holiday due to sickness, leave in accordance with the Danish Maternity Leave 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. 37 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, DIO III guarantees that the amount will be paid.

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

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

If payment is made by the DIO III, the unions shall be obliged to assign the claim to the DIO III on behalf of its members.

8. The organisations agree that the holiday pay guarantee scheme is used by the members of the organisations who are in the construction sector under DIO III. If an enterprise wishes to use FerieKonto, this is possible. In such case, the enterprise shall inform the employees of this in writing prior to the transition to the holiday account scheme, FerieKonto.

### **Art. 38 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. 39 Special wage accrual scheme (public holidays, floating holidays, senior employees' leave and childcare days )**

#### **Special wage accrual scheme (public holidays, floating holidays, senior employees' leave and childcare days)**

1. The special wage accrual scheme and the free-choice element are composed as follows:

	Public holiday and floating holiday allowance account	Free choice component	Special wage accrual scheme total
1 March 2022	9.90%	+ 3%	12.9%
1 March 2024	9.90%	+ 5 %	14.9 %

Special wage accrual scheme to pay public holidays, floating holidays and the free choice scheme accrues from the start of the pay week, including 1 March 2022, and includes 12.9% of the employee's holiday entitlement qualifying pay, including sick pay in accordance with the collective agreement.

Effective from the beginning of the payroll week that includes 1 March 2024, the special wage accrual scheme payment increases to 14.9%.

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

## 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 a disbursement amount paid from the free choice component of the special wage accrual scheme in connection with childcare days, a child's second full sick day, doctor visits in connection with a child's illness, senior employees' leave, or in connection with time off.

The enterprise and the employee may agree for the balance of the free-choice component to be paid out as a one-off lump sum.

The enterprise and the employee may by local agreement stipulate that the free-choice component of the special wage accrual scheme may be paid on an ongoing basis together with the regular salary. 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 for adult employees:

1 March 2020..... DKK 1,300.00

1 May 2024..... DKK 1.500.00

'Public Holidays' include:

New Year's Day, Maundy Thursday, Good Friday, Easter Monday, the Monday after Pentecost, Great Prayer Day (the fourth Friday after Easter), 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, senior employees' leave 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), day(s) of senior employees' leave 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 accrual stipulated in sub-clause 1 and the advance amounts specified in sub-clause 3.

However, no amount greater than what is available in the individual employee's special wage accrual scheme account at any given time may be paid out as an advance for a floating holiday, senior employees' leave, 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 sub-clause 3.

### **Balance**

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

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 ascribed to the special wage accrual scheme for the previous calendar year.



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

### **Resignation**

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

### **Death**

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

### **Guarantee**

11. DIO III guarantees the special wage accrual scheme under the same provisions as apply to holiday allowance if the employee only has amounts under the special wage accrual scheme to their credit upon resignation from the enterprise.

## **Art. 40 Senior employee scheme**

### **Accrual**

1. Up to 5 years before the calendar year in which the employee is eligible for state pension age retirement, the enterprise and the employee may agree in writing that up to 10% of the pension contribution of 12%, cf. Art 24, may be transferred to the employee's special wage accrual scheme.

### **Taking of holidays**

2. In the calendar years with special wage accrual scheme are accruals, it may also be agreed to reduce working hours or take extra days of senior employees' leave. However, the number of days of senior employees' leave taken may not result in the special wage accrual scheme going 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 employee scheme with additional leave days for senior employees in the coming calendar year and, if so, the part of the pension contribution the employee wishes to deposit in the special wage accrual scheme.
4. Moreover, the employee must inform the enterprise of the number of days of senior employees' leave 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 employee scheme, the conversion is made as from the pay period in which the employee is five years from the state pension age applicable at any given time.

### **Placement**

6. Unless otherwise agreed, senior employees' leave must be taken according to the same rules that apply to residual holiday entitlement.

## **Advance payment**

7. Senior advance payment is paid according to the provisions pursuant to Art 39 sub-clauses 2-6. However, senior employees' leave 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 amend 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 accrued funds will be covered by the Employees' Guarantee Fund (Lønmodtagernes Garantifond – LG), the DIO III 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 senior employees' leave until the 2018 calendar year at the earliest. Senior employee scheme agreements already concluded will remain unchanged, unless otherwise agreed between the enterprise and the employee.

## Chapter 10 Cooperation

### Art. 41 Shop steward rules

#### Where is a shop steward elected?

1. At every enterprise, the employed employees and apprentices select from among themselves a shop steward to be their spokesperson 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 of shop steward

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. In every workshop unit and/or workplace of the enterprise with at least 5 employees, the employees on staff elect an employee from among themselves to act as shop steward with respect to the enterprise or its representative. The shop steward must be chosen from the recognised skilled union members. In the event that the number of employees with an elected shop steward drops to four or fewer, the shop steward's function shall cease, unless both parties wish to maintain it, cf. the provisions of Article 41, sub-clause 33. Shop stewards are not elected in workplaces with four or fewer employees unless requested by both parties. An employee can only participate in the election of one shop steward at the individual workshop unit and/or workplaces and is not eligible to participate in the election of more than one shop

steward.

The parties agree that election of a shop steward shall take place during working hours. Location and time to be agreed upon locally.

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

### **Organisation**

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

### **Shop steward continuing education and training**

7. 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, will attend such training as soon as possible after the election. If the DIO III 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 DIO III 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**

8. An employee who ceases to be a shop steward after having functioned as such for a consecutive period of minimum three

years, and who continues to be employed with the enterprise, is entitled to negotiations with the enterprise about the employee's need for professional updating. The negotiations 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.

9. If no agreement can be reached, the employee is entitled to three weeks' professional updating. After having functioned as a shop steward for six consecutive years, the employee is entitled to six weeks' professional updating.
10. The employee shall receive pay pursuant to Article 26 during the professional updating. It is a condition that the education and training be eligible for statutory compensation for loss of wages. The compensation for loss of wages accrues to the enterprise.
11. Support for professional updating may be granted from the Construction and Civil Engineering Sectors' Development Fund (Bygge- og Anlægsbranchens Udviklingsfond).
12. The election is not valid until it has been approved by the union and the union has informed the DIO III that it has done so. However, the protection of the shop steward shall take effect when the enterprise has been informed of the election.
13. In the event that the DIO III considers any objection to the election of a shop steward justified according to the collective agreement, the DIO III 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 DIO III makes use of its above right to object, the matter shall not be considered 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 duties**

14. It is the duty of the shop steward, both to his or her organisation and to the enterprise, to do his or her best to maintain and promote good relations between the parties in the work location

(similar duties are incumbent on the enterprise and its representative).

15. The shop steward acts as a spokesperson for the employees from among whom he or she is elected, and as such he or she may submit proposals, recommendations and complaints from the employees to the enterprise.
16. In enterprises where no safety organisation exists, the shop steward may file complaints and make recommendations to the enterprise regarding health and safety issues.
17. Generally, the organisations agree that health and safety at work matters should be brought before the organisations for consideration, including 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 shall submit 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.
18. If no satisfactory solution is found after the shop steward's complaint to the enterprise, the shop steward is free to request his or her organisation, possibly the local branch, to handle the matter, but work must be continued undisturbed while the parties are awaiting the result of the organisation's consideration of the matter.
19. 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.
20. The DIO III accepts to take up such matters for debate with the trade union when special circumstances render it reasonable. Exceptions to the above are that the shop steward shall have the opportunity to meet with new employees during working hours. The objective of the meeting is to provide information about the shop steward's collaboration with the enterprise and the option of joining the organisation. A meeting may, for instance, be set up in connection with an induction day for new enterprise

employees, when an enterprise has recruited a certain number of new employees, or at established intervals.

21. The shop steward must perform the duties conferred on him or her in such manner as to cause the least possible inconvenience to his or her productive work.

If the performance of his or her duties renders it necessary for the shop steward to leave his or her work, he or she must make a prior agreement to this effect with the representative of the enterprise.

22. 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.

23. The shop stewards acting in the enterprise at any given 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 DIO III 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 taking into account the number of employees for which the shop steward or the senior shop steward, respectively, has been elected. Generally, the DIO III 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 partial remuneration resigns, the agreement is not transferred to his or her successor unless a new agreement is made. Any local agreements of this nature may be terminated according to the provisions of Article 61, sub-clause 2, of the collective agreement.



## **Shop steward meetings**

24. 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, and where a works council in accordance with the agreement of 9 June 1986 between the central organisations has not been established, the enterprise is obliged upon request from the shop steward to summon the shop steward once every quarter to discuss with him or her workshop technical and similar matters, including informing him or her 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.
25. 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 cooperation agreement for each ordinary meeting. The same amount is paid for extraordinary meetings arranged on the initiative of the enterprise.
26. 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 sub-clause 15.
27. If shop steward meetings are held during working hours, only compensation for loss of earnings in accordance with sub-clause 15 shall be paid for ordinary meetings as well as for extraordinary meetings arranged at the initiative of the enterprise.

## **Termination of the position of shop steward**

28. 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 or she is entitled to six months' notice.
29. During the period of notice, the shop steward's working conditions may not be discontinued before his or her 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.

30. If a shop steward is dismissed because shortage of work makes this absolutely necessary, the shift may not be discontinued 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.

In order to have delaying effect, the procedure shall commence within one week.

31. 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 or she is entitled to a longer period of notice in accordance with Article 47 of the collective agreement, to the provisions of which he or she is generally subject.

32. 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.

33. If the union assesses that the dismissal is unfair, the opposing party is obliged to have the matter decided by the Court of Arbitration.

34. 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.

35. In the event of dismissal from the enterprise within one year after his or her resignation from the position of shop steward, an employee who ceases to be 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 47.

This rule only applies to resigned shop stewards.

### **Senior shop steward**

36. In enterprises with three or more shop stewards, the parties agree that it may be expedient that the shop stewards elect a senior shop steward from among themselves, who, concerning everyday occurrences, such as the scheduling of working hours, hygiene, canteen and days off, can act as the shop steward on behalf of all employees in relation to the enterprise or its representative. The enterprise shall immediately be notified of the election of a senior shop steward.
37. The senior shop steward may in no circumstances interfere in matters regarding the usual functions of individual shop stewards within their respective departments, unless otherwise agreed by the corporate governance management of the enterprise and the shop stewards.
38. 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 sub-clause 29.

### **Substitute shop steward**

39. Where a shop steward is absent due to sickness or holiday leave, course participation or similar, a substitute shop steward may be appointed by agreement with the enterprise. During the period of his or her duty, such appointed substitute shall enjoy the same protection as the elected shop steward, provided that he or she fulfils the conditions for being elected as shop steward.
40. Where employees work in several shifts, the shop steward may, on the shifts where he or she 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 disagreements 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**

41. If the employees at a work location form a club, the shop steward must be chairman.

42. If the employees make agreements about work or other matters in the work location, 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 DIO III. Without the union's approval, such agreements or adoptions have no effect.

## **Art. 42 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 Cooperation Agreement between DA, the Danish Employers' Confederation organisation, and FH, the Danish Federation of Trade Unions, several works councils may be set up in the same group, the parties have agreed that if there is agreement between the enterprise and the employee representative(s) a group liaison committee can be established as the only works council in the group.
4. If the group has a senior shop steward, the senior shop steward is ex-officio deputy chairman of the group works council. If no senior shop steward has been elected to the group, the deputy chairperson of the group's joint consultative committee is selected from among the shop stewards in the group.

### **Collaboration committee**

5. DIO III and the trade unions within the Federation of Building, Construction and Wood Workers' Unions (BAT-Kartellet) 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 Cooperation Board between the Confederation of Danish Employers and the Danish Confederation of Trade Unions.

### **Art. 43 Cooperation and working environment**

1. Good cooperation between the management and the employees of an enterprise is an important factor for boosting the productivity and competitiveness of the enterprise as well as the employees' job satisfaction and development possibilities.
2. 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 July 2023 the contribution per working hour is ..... DKK 0.65

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

## **Chapter 11**

### **Education and training**

<b>Art. 44 Continuing education and training</b>
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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 education and training courses and other vocational continuing education and training.
2. The parties to the collective agreement recommend that individual enterprises plan education and training 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 further and continuing education and training is scheduled with due regard to the enterprise's operations.

#### **Education and training 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 notice period, he or she is entitled to participate in a course on similar terms within 56 days after his or her resignation if he or she 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 voluntary early retirement 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 education and training 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 education and training 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 education and training courses supported by the Construction and Civil Engineering Sectors' Development Fund shall be completed within three months of the termination of employment.
- e. The support of the Construction and Civil Engineering Sectors' Development Fund for participation in courses after resignation 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 Building and Construction Industry's Development Fund.

## **Art. 45 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. 46 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 further and continuing education and training.

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

2. After three month's employment and by agreement with the enterprise, employees are entitled to participate in a education and training course of their own choice of up to two weeks (ten working days).

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

The employee is entitled to accumulate education and training weeks to be transferred from one year to the next without lapsing. However, within one calendar year, no more than six weeks may be requested.

3. The education and training 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 education and training plan is drawn up and, by agreement with the enterprise, the employee is entitled to participate in education and training according to the education and training plan.

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

### **Possible uses**

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

### **Contributions**

6. The enterprise shall contribute DKK 520 per employee per year. The contribution is converted into an amount per work 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 education and training (according to the same guidelines as apply to the existing Construction and Civil Engineering Sectors' Education and Training Fund), tuition fees, transportation expenses, etc.

10. The fund shall draw up an application form with detailed guidelines for payments from the fund.

### **Disagreements**

11. If one of the unions or the DIO III 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 disagreements may be settled by the industrial disputes procedure; cf. Article 49. However, disagreements may not be forwarded to industrial arbitration.

## Chapter 12 Dismissal

### Art. 47 Dismissal

#### Notice period

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 sub-clause 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 working days are used in connection with compensation for lack of notice (see sub-clause 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/paternity 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 sub-clause 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 sub-clause 1 are entitled to notice of termination may not be given notice within the first three 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 or she is incapacitated for work due to an injury evidenced by medical certificate.

7. Since notices of termination in accordance with sub-clause 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 sub-clause 1, or who are interrupted in their work due to shortage of work or one of the reasons mentioned in sub-clause 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 or her control without being given the notice to which he or she is entitled, or if such employee leaves the enterprise without giving at least the notice

to which he or she 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 notice period 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 or she has been offered a permanent position or similar, the commencement of which makes it impossible for him or her to adhere to the notice period.

## **Note**

### **Plumbers and pipe fitters**

The following rules on termination of employment 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 or her control without the notice to which he or she 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 or her average earnings from piece-work and hourly wages).

16. If an employee leaves the enterprise without giving at least the notice to which he or she is obliged, he or she must pay compensation to the enterprise of an amount equivalent to his or her 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-engagement at 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 be entitled to sick pay during the period of absence pursuant to the Danish Sickness Benefit Act (Sygedagpengeloven).

#### **Art. 48 Temporary layoff**

1. Employees may be temporarily laid off due to bad weather or shortage of materials in accordance with the guidelines to the Government 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 rules on termination of employment set out in the enterprise's 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**

<b>Art. 49 Industrial disputes</b>
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#### **Local negotiations**

1. No dispute of an industrial nature between members of the undersigned organisations may cause a work stoppage, but the parties should strive to resolve such disagreements in accordance with the below provisions.
2. If an industrial dispute occurs in an enterprise within the scope of application of the present collective agreement, the parties in the enterprise or in the workplace must make an attempt to settle the dispute at the local level. Local negotiations must be conducted as soon as possible after a request to this effect has been made.
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 shall be held 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 will be 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 shall be made to the counterparty organisation within four weeks of the date the mediation meeting was held.
12. The organisation meeting should as far as possible be held within three weeks of receipt of the counterparty organisation's request for an organisation meeting. The date of the organisation meeting shall be fixed according to agreement between the parties.
13. At the organisation meeting, the matter 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 of the negotiations are taken, including a list of the issues which have been resolved as well as the matters on which agreement has not been reached. The minutes 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 DIO III that the provisions of the collective agreement have been adhered to.

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

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

If, in the course of negotiations, it is ascertained that the provisions of the collective agreement have not been observed, DIO III approaches the enterprise with a view to ordering it to rectify matters. DIO III sends a copy of the letter to the union, and if matters are not rectified without delay, the union may bring the case before the Danish Labour Court.

### **Industrial arbitration**

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 industrial arbitration.
18. The organisation desiring a dispute to be resolved by way of industrial 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 state the nature and extent of the dispute and include copies of the minutes of the preceding Industrial Disputes Procedure.
20. The date and time for the arbitration proceedings are fixed according to agreement between the organisations.
21. The Court of Arbitration shall consist of five members, two appointed by each organisation involved and one arbitrator appointed by the said organisations. Failing agreement about the appointment of arbitrator, the organisations shall ask the President of the Danish Labour Court to appoint the arbitrator.
22. Industrial issues must be considered by an arbitrator with knowledge of the industry, and legal issues by a legally qualified arbitrator.

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 arbitrator, both arbitrators 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 arbitrator and/or legal arbitrator for a period of one calendar year at a time. arbitrators 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 arbitrator.
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 arbitrator.
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 arbitrator is the chairman of the tribunal and presides over the proceedings. After the deliberation, the dispute is decided by a simple majority of votes.
31. If no ruling on the case is reached, the arbitrator shall determine the issue by issuing a reasoned ruling.
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 at 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 claimant fails to observe the above-mentioned time limits, the complainant has lost the case and the right to proceed with the issue in dispute.
35. The above provision may only be dispensed with if a prior written agreement to this effect has been concluded between the organisations.

## **Payment following mediation and arbitration**

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

<b>Art. 50 Settlement of industrial disputes involving summary dismissal</b>
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1. In cases involving instant dismissal, a mediation meeting shall be held no later than five working days after receipt of the counterparty organisation's mediation request, unless agreed otherwise.
2. If the parties cannot reach agreement in a case involving instant dismissal at the mediation meeting, the parties may request that the dispute be settled by way of industrial arbitration.
3. In situations in which resolution of the case by means of industrial arbitration has been requested, the respective parties may also request an organisation meeting and/or a negotiation meeting, as long as holding such a meeting is possible without rescheduling the industrial arbitration.

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

## **Art. 51 Foreign employees' pay and working conditions**

### **Introductory provisions**

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

## **Organisation 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 DIO III. Similarly, DIO III must immediately communicate with the trade union.
7. Such approaches shall result in an organisation meeting being convened immediately between the parties to the collective agreement. In addition to the parties to the collective agreement, the principal and the subcontractor shall also participate. The meeting shall be held at the building site within 48 hours, unless otherwise agreed.
8. All relevant background information shall be presented at the organisation meeting. At the organisation meeting, the onus is on the subcontractor to prove compliance with the provisions of the collective agreement.
9. Furthermore, at the organisation meeting, the parties may discuss the fact that the subcontractor is not covered by a collective agreement.  
  
If any of the relevant background information cannot be presented at the organisation meeting, it must be submitted to the union no later than 72 hours after the organisation meeting.
10. If the claim concerns a single employee, the disclosure of background information relating to such employee requires their consent.
11. If the requirement to disclose background information concerns a staff group, the disclosure does not require their consent, but the information must be presented in a manner which ensures their anonymity.
12. If, in the course of negotiations, it is ascertained that the provisions of the collective agreement have been observed, the case is closed.

## **Industrial arbitration**

13. If agreement on whether the provisions of the collective agreement cannot immediately be reached during the organisation

meeting, a permanent arbitrator appointed by the Danish Labour Court may accede to the arbitration tribunal in order to deliver an arbitration award as quickly as possible.

14. In cases involving enterprises which are not members of DIO III, the tribunal shall comprise representatives of the enterprise and the trade union.
15. Based on the information submitted, the Court of Arbitration will decide in its award whether the provisions of the collective agreement have been observed and – to the extent possible – determine any additional amount due to be paid.
16. If the organisation meeting or the arbitration conclude that the provisions of the collective agreement have not been observed, DIO III is obliged to communicate with the original principal with a view to the latter contributing to the resolution of the matter. DIO III shall inform the trade union hereof.

### **Briefing the unions**

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

### **Confidentiality**

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

<b>Art. 52 Labour law</b>
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In the event of an alleged breach of the provisions of the collective agreement, a joint meeting with the participation of the Confederation of Danish Employers and the Danish Trade Union Confederation shall be held before the case is brought before the Danish Labour Court.



### **Art. 53 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. 54 Work stoppage and refusal due to health and safety matters**

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

### **Art. 55 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 finds it relevant, a follow-up meeting must be held as soon as possible and within five working days after the request for such a meeting, if possible, at the enterprise's premises.
3. The 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. 56 Equal pay board

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

#### Overall framework

1. The Equal Pay Board is established on the basis of the model used for the Danish Board of Dismissals.
2. The Board will examine cases regarding the interpretation and understanding as well as violations of the provisions of the Danish Equal Pay Act (ligelønsloven) and the manner of their implementation in the collective agreement. Matters concerning implementation agreements must be brought before the Board, unless they are covered by the provisions of Articles 11, sub-clause 2, and Art. 22, sub-clause 1 of the Labour Court Act
3. The Board shall firstly be able to resolve disputes relating to the key provisions of the Act, i.e. Article 1, sub-clauses 1-3, and Article 3.
4. Issues relating to Article 5a, sub-clause 4 of the Act and the relevant provisions of agreements shall primarily be resolved pursuant to the stipulations of the Cooperation Agreement. Only legal disputes in the form of disagreements regarding breaches or interpretation of the provisions may be brought before the Board.
5. The parties agree to strive to establish a unified system of sanctions.
6. Where a particular matter includes aspects relating to breaches and interpretations of the equal pay provisions and other elements of the collective agreement at the same time, the Board may also address these additional elements of the collective agreement. However, if such other issues require very specific knowledge of the provisions of the collective agreement, they may on request be referred to the industrial disputes procedure for independent consideration.

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

## Chapter 15

### Other provisions

#### Art. 57 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. 58 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 the case of pilot schemes involving prolonged working hours, it may be agreed that pension contributions, special wage accrual scheme and the holiday allowance pay for working hours in excess of 37 hours per week should be converted into a supplement to the individual employee's wages.

#### Art. 59 Electronic documents

1. Enterprises may submit any other documents regarding past or present employment by available electronic means of communication, e.g. E-Boks or e-mail, with releasing effect.
2. Should an enterprise wish to make use of this option, it may do so 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. 60 Circumvention of the collective agreement**

1. The parties agree that if self-employed business enterprises carry out a specific job in an employee-like employment relationship (false self-employment), it can be considered a circumvention of the collective agreement.
2. However, it will not be regarded as a circumvention of the collective agreement if two or more enterprises enter into an agreement for the provision of specified works on the principles of actual cooperation between independent enterprises or if a subcontractor or a specialised enterprise takes on employees for the provision of such works.
3. Disagreements about the circumvention of the collective agreement can be dealt with according to applicable industrial dispute provisions.
4. 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 prerogative over the work performed, 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. 61 Local agreements**

1. A enterprise and its employees may make local, supplementary agreements about working conditions in the individual enterprise, including agreements on travel allowance and outwork, i.e. 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 sub-clause 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 sub-clause 2.
4. In the event of notice being given in accordance with sub-clauses 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 an organisation meeting.
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 21, 22 and 24.
7. Where local agreements are concluded that materially amend pay and working conditions, the enterprise informs the affected employees to the necessary extent.

### **Local agreements in the absence of an elected shop steward**

8. If no shop steward has been elected, local agreements that do not deviate from the collective agreement may be concluded subject to acceptance by more than half of the employees to be covered by the local agreement.

In situations where no shop steward has been elected, cf. above, local agreements can also be concluded or terminated, as has been the practice to date between the enterprise and the employees.

## **Art. 62 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 DIO III any negotiation results that affect the members of the DIO III members who are engaged in plumbing, heating and sanitation work.
4. Changes usually enter into force for the members of the DIO III 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 DIO III has received them in a printed version.



## **Derogation**

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. 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 benefits 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 2023 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 2025.

Copenhagen, 17 March 2023

For DI collective agreement III.....

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 the accrual and payment of the free choice account follows the calendar year.

<b>Art. 1 Scope</b>
---------------------

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 as stipulated in Article 1 sub-clause 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 apprentices 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**

<b>Art. 2 Local cooperation</b>
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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 Danish 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 spokesperson. The spokesperson 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/she was elected, the spokesperson 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 corporate governance, the spokesperson is obliged to make an effort to resolve any problems that may arise. The enterprise or the spokesperson may, if desired, involve the adult employees' shop steward.
4. In cases where a subcommittee set up by the works council considers matters regarding on-the-job training of apprentices, the subcommittee must be supplemented with a spokesperson 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 stipulated at any given 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, sub-clause 1. However, adult apprentices who are paid in accordance with Article 22 of the Industrial Agreement are covered by the provisions of Article 18, sub-clause 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:

		1.3.2023	1.3.2024
1	0-1 years	77.05	79.75
2	1-2 years	87.35	90.40
3	2-3 years	93.90	97.20
4	3-4 years	108.75	112.55
5	Over 4 years	131.40	136.00

All amounts are in DKK.

2. The above rates being minimum rates, the organisations agree that the enterprise should base pay rate variation 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 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 education and training to ensure placement in the correct pay category.

## **Other apprentices**

5. For other apprentices, see Article 1, sub-clause 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, sub-clause 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 Annex 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 introductory vocational training in accordance with the Danish Vocational Education and Training Act be 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. Apprentices 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 Piece-work and other incentive pay schemes**

The organisations agree that apprentices may perform piece-work and work under other incentive pay schemes.

However, apprentices should not normally perform independent piece-work 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 piece-work, the apprentice should be given the possibility of earning a suitable piece-work bonus compared with the minimum rates stated in Article 8 if the output is reasonable.

Where apprentices participate in the piece-work 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 piece-work. The apprentice(s) must be heard in connection with the conclusion of the agreement.

When the work has been completed, any piece-work bonus is paid in accordance with the rules applying to adult piece-workers.

## **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 or her job according to prior agreement with the enterprise, the apprentice shall be paid wages corresponding to the loss of income suffered by the apprentice; see the note to Article 29, sub-clause 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 29 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, sub-clause 1, of the Danish Vocational Education and Training Act to cancel the apprenticeship contract.

#### **Art. 11 Appearance before a draft board**

The enterprise must give the apprentice the necessary time off 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 or she 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, sub-clause 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 education and training 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' length of 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' length of service, the rates agreed in Article 34 of the Industrial Agreement will apply.
2. Apprentices who commence vocational training 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 an enterprise within the area covered by the pension scheme continue to be covered during the training period.
4. Apprentices who pursuant to Article 55, sub-clause 2, of the Danish Vocational education and training Act are entitled to pension according to the rules of the collective agreement in another training area are not covered by sub-clauses 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' length of 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' length of service required to enrol in the pension scheme.

7. Apprentices – with the exception of sub-clause 1, para. 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 at any given time 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, para. 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**

<b>Art. 14 Holidays</b>
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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, sub-clauses 1 and 2, (until 1 September 2020: Article 9, sub-clauses 1 and 2) of the Danish Holiday Act (Ferieoven), the enterprise pays wages as stipulated in Article 8, sub-clause 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 has not accrued 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, sub-clause 1, of the provisions relating to apprentices, the minimum rates stated in Article 8, sub-clause 1, apply in this situation.

<b>Art. 15 Public holiday pay</b>
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1. Payment for public holidays is as stated in Article 8, sub-clause 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 sub-clause 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 or her 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 or she shall have the opportunity to obtain expert assistance for a closer examination of the validity of the refusal.

## **CHAPTER VII. Education and training**

### **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 an apprentice is directed to attend a school in accordance with the provisions on the free choice of school.
  - b. Where the apprentice can only participate in the training programme at a school that entitles him or her to admission in a hall of residence 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, sub-clause 3, of Annex III on transportation 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 provisions agreed between the organisations.
2. It should be endeavoured to settle disputes between apprentices and enterprises by negotiation with the participation of the organisations. If an agreement is not reached, the matter shall be referred to the industrial 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 2023.

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

# **Protocol on transportation 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 reimbursement of transportation expenses that the apprentice not be able to 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, sub-clause 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 or her 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 or her own means of transport, see sub-clause 4, a transportation allowance shall be granted on 1



March 2023 of DKK 1.18, on 1 March 2024 of DKK 1.23 per km travelled when the total journey to and from school is 20 km or more.

7. Accommodated apprentices are granted reimbursement of their transportation expenses for the distance to and from their lodgings and for the distance between their lodgings and their usual place of residence in connection with weekends and Easter and Christmas holidays if the condition on distance in sub-clause 1 has been met. The provisions in sub-clauses 2 and 3 apply by analogy to transportation allowance pursuant to this sub-clause.
8. If transport between several departments of a school is necessary on the same day, this allowance is granted irrespective of the conditions on distance set out in sub-clause 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 derogation circumstances mentioned in Article 2, sub-clause 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](http://www.blikroer.dk), or at the website of the Danish Construction Association, [www.danskyggeri.dk](http://www.danskyggeri.dk).

### **Protocols**

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

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

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

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

The individual components are explained in more detail below.

#### **1) Health and safety at work in enterprises**

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

improving the future health and safety at work standards at the enterprise or in the broader industry is generally of significant importance.

The parties therefore agree to encourage both the employee and the enterprise's management to meet their respective responsibilities and to cooperate constructively with the aim of ensuring a high standard of health and safety. For enterprises where a health and safety at work organisation (HSO) is required, cooperation occurs within the framework of such an organisation.

Meanwhile, the parties agree that, under current provisions, the enterprise's management remains liable for ensuring that individual employees are given the possibility of performing their work in accordance with this. The employer shall therefore provide the necessary safety measures and technical aids and provide employees with appropriate instructions for the performance of the work. In this context, the individual employee may seek guidance if the employee is in doubt as to whether a work situation carries a health and safety risk. The guideline can be obtained via the enterprise's health and safety at work organisation (HSO), the Construction Industry's Health And Safety At Work Bus (BAM-BUS), the Sector Association For Health And Safety In Construction And Civil Engineering (BFA Bygge- og Anlæg), organisations or the Danish Working Environment Authority.

The parties further agree that the employees have a duty to contribute to ensuring appropriate health and safety working conditions within their field of activity. If, despite the enterprise's instructions and the presence of the necessary safety equipment, an employee nevertheless disregards clear and well-known health and safety rules, such action will be considered a material breach of the conditions of employment, which may have consequences under employment law. Disagreements about this can be settled in accordance with the collective agreement's provisions for handling industrial disputes.

## **2) The parties' engagement efforts with enterprises**

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

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

### Health and safety at work collaboration

Legislation requires enterprises and employees to collaborate on health

and safety at work Enterprises with ten or more employees do so through a health and safety at work organisation (AMO), while enterprises with fewer than ten employees do so via direct collaboration between the employer and the employees. The AMO provisions will be revised and updated in 2023. Once the Sector Association For Health And Safety In Construction And Civil Engineering (BFA Bygge- og Anlæg) documentation has been updated, the parties will jointly disseminate it targeting enterprises with and without an HSO.

#### Safety culture and behaviour efforts

To support the preventive work environment work in enterprises, it is important to also work on influencing the safety culture and behaviour in the industry. The parties will therefore commence:

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

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

The Construction Industry's Health and Safety at Work Bus (Byggeriets Arbejdsmiljøbus – BAM-BUS) is a joint, mobile consultancy service, the purpose of which is to promote sound health and safety at work practices and knowledge about the development of a good working environment and prevention of health and safety challenges on building sites and for construction enterprises and their employees. BAM-BUS currently has ten full-time consultants, a secretary and a secretariat manager.

The knowledge service (Videntjeneste) for building contractors and consultants is intended to help share knowledge with the actors in the planning phase of value creation in the building processes through solid health and safety at work efforts. From 2024, on the condition that financing is made available, the knowledge service (Videntjeneste) will be integrated with Construction Industry's Health and Safety At Work Bus (BAM-BUS) in connection with a new target and framework plan.

The parties agree:

- The resources required to operate the BAM BUS is DKK 0.12 per hour, and the funds be collected from the existing Foundation for Cooperation and Working Environment

- that BAM-BUS shall continue to collect knowledge and share it with enterprises, employees and organisations. The communication activities must be coordinated with the Sector Association For Health And Safety In Construction And Civil Engineering (BFA Bygge- og Anlæg)
- That BAM-BUS should continue to operate as a consultative service where the consultants are neutral in relation to the parties' individual interests
- To take the initiative to ensure that from 2025, BAM-BUS is able to offer occupational health and safety education and training. During 2023 and 2024, the parties must determine how the supplementary health and safety training can be included as a core service/offer from 2025 as well as the financing, content and scope.

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

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

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

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

- The Danish Working Environment Authority's efforts, knowledge and skills must be reinforced in order to achieve greater health and safety at work.
- Focus on proper conditions for fair competition, including the supervision of foreign enterprises and registration in the Register of Foreign Service Providers (RUT).
- Employers, employees, suppliers, project engineers, consulting engineers and building contractors all carry responsibilities in accordance with the Working Environment Act. The Danish Working Environment Authority shall monitor the compliance by each of the players with their obligations under the working environment legislation
- The Danish Working Environment Authority's focus on the employer's obligations must be maintained, but initiatives aimed at

- building contractors, consulting engineers, project engineers, suppliers and employees should also be taken
- The initiatives should be maintained over an extended time period, both to enhance the impact in the long term and to consolidate the Danish Working Environment Authority's knowledge base in this field.
  - Early cooperation between the Danish Working Environment Authority and the parties when new initiatives are under development to ensure the best possible efforts within the construction and civil engineering field.

Copenhagen, 17 March 2023

## **Protocol on skills development in the metal, plumbing and pipe work industry**

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

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

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

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

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

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

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

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

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

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

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

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

Efforts must be made in regards to marketing PensionDanmark's continuing education website to increase awareness and uptake of continuing education and training This work must be formalised on the board of the foundation before the end of 2023, and focus must be given to the fact that the collective agreements

have secured the support schemes and that the parties to the collective agreement must be identified as the senders of marketing campaigns.

4. The parties agree to continue the work with the skills upgrade team of the Construction Industry's education and training where focus is on strengthening skills upgrading in the building and construction industry with special focus on digitalisation, sustainability and green transition.

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

Copenhagen, 17 March 2023

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

The parties agree as follows:

### **1. General provisions**

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

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

Enterprises must ensure that night workers with health problems that demonstrably result from night work are transferred, where possible, to day work that is appropriate for them.

### **2. Preventive measures for night work**

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

- A maximum of three consecutive night shifts
- A maximum of 9 hours at a time
- At least 11 hours between two shifts



- That pregnant women generally work a maximum of 1 night shift per week to minimise the risk of miscarriage and other pregnancy complications (see protocol on night work by pregnant women).

Enterprises with night workers shall therefore implement the following measures:

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

The discourse shall:

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

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

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

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

Copenhagen, 17 March 2023

## **Protocol on night work relating to pregnant employees**

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

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

Additionally, the parties agree that night work exceeding one-night shift per week shall be subject to Article 6, sub-clause 2, of the Danish Maternity Leave Act and that there will therefore be an entitlement to compensation.

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

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

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

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

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

Copenhagen, 17 March 2023

## **Protocol on additional night work provisions**

The parties agree on the following additional night work provisions:

### **1. New knowledge on planning of night work**

DIO I and CO-Industri (The Central Organisation of Industrial Employees in Denmark) wish to commence research on how working hours may be scheduled most expediently within the industry, taking into account the NFA's recommendations, before the end of 2023. DIO III and the Danish Metal Workers' Union and the Danish Union of Plumbers and Allied Workers agree to follow and potentially support this research effort.

### **2. Recommendation on increased screening of night workers**

DIO III and the Danish Metal Workers' Union and the Danish Union of Plumbers and Allied Workers support DIO I and CO-Industri's request for government to ensure night workers are offered the sufficient and necessary screening for cancers linked to night work.

### **3. Committee work**

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

- Investigate the possibility of mapping the scope of night work and the extent to which enterprises with night work offers health surveillance.
- Follow and discuss the night work initiatives launched by DIO I and CO-Industri:
  - Data from the Danish Working Environment Authority on night work industrial/occupational accidents.
  - Documentation template for use in the dialogue between the local parties on whether NFA's recommendations are being followed.

- Minimum requirements for a specific WPA specifically directed at night work that does not fulfil NFA's recommendations.
  - The need for any training offers aimed at employees, shop stewards, health and safety representatives and enterprise representatives in enterprises with night work focusing on e.g. planning of working hours, hours of rest, health and health risks.
  - Update pamphlets on night work and health surveillance concerning night work.
  - Minimum requirements for questionnaire etc. for special health surveillance of night workers who have reached the age of 50 and who carry out night work that does not meet the NFA's recommendations.
- Discuss the need for joint activities, including an information campaign and guidelines on planning night work and ensuring the development and performance of such activities – possibly under the auspices of The Industry Association for the Working Environment for Building and Construction (BFA Bygge og Anlæg).

Copenhagen, 17 March 2023

## **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 piece-work.

### **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 or her under the arrangement, this shall be considered overtime and shall be remunerated as such.

### **Limitation**

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

### **Education and training**

9. Education and training should be 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 skills upgrading of unskilled employees**

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

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

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

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

Support for skills upgrading of unskilled employees replaces support for time off for education and training in Chapter 11, such that employees cannot make use of the education and training in the calendar years in which the skills upgrading is carried out.

During education or training, the employee receives wages according to the rates outlined in Art 25, sub-clause 8, of the Collective Agreement for Sheet Metal, Plumbing and Pipe Work.

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

During the life of the collective agreement, the skills upgrading team at Byggeriets Uddannelser (Construction Industry education and training),



will expand by 1-2 employees, mainly to work on raising awareness among enterprises and employees about the skills upgrading of unskilled labour.

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

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

Copenhagen, 17 March 2023

## **Protocol on committee for further and continuing education and training**

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

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

Copenhagen, 17 March 2023

## **Protocol on Wage formation under the Collective Agreement for Sheet Metal, Plumbing and Pipe Work.**

### **Organisational agreement on local pay negotiations**

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

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

The collective agreement II and the Danish Metal Workers' Union and the Danish Union of Plumbers and Allied Workers may request the enterprise to provide an elected shop steward with an account of the enterprise's productivity, competitiveness, financial situation and future prospects, including order backlog, market situation and production conditions.

Copenhagen, 17 March 2023

### **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 education and training 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, sub-clause 1, of the Danish 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 to increase the education and training efforts broadly across the industry in relation to enhancing the employees' general skills, having more unskilled employees train to become skilled employees and giving skilled employees in the industry the possibility of education and training at an advanced level within the industry.

In some situations, increased digitalisation and new technology and the green transition make new demands on the employees' skills. It is important to the development and growth of enterprises that the employees have the right and up-to-date skills. At the same time, it is important for employee retention and for the 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 employees' further and continuing education and training 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 training of people with dyslexia (OBU), preparatory adult education (FVU) and general adult education (AVU). The supply of preparatory courses for Start Danish shall be examined in order to assess whether the preparatory courses are eligible for grants.

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

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

The parties have an objective to increase continuing education and training activities during the life of the collective agreement.

With the establishment of two new short-term further education and training 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 education and training 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 education and training 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 that enterprises and employees use 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 education and training. The team aims to support the skills upgrading of adults through AMU contract education and training 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 outreach 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 continuing education and training 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 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 be able to describe their organisation, and the social partners will have an 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 after they have started 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 the social partners from holding meetings with each of the parties.

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

The agreement is 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 purpose 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 Articles 56-65 do not apply to posted employees, i.e. employees who normally perform their jobs outside Denmark and who are temporarily working in Denmark; 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 Art 6, sub-clause 1, of the Danish Posting of Employees Act that if the legislation otherwise applying to the employment is less favourable to the employee in respect of the number of holidays and the payment for such holidays than Articles 7, 23 and 24 of the 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 sub-clause 3:

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

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

New (4):

### **German enterprises**

With regard to German enterprises affiliated with ULAK, the German construction sector's holiday fund under the social fund for the construction sector SOKA-Bau, the parties agree that no check should be made as to whether holiday allowance and payment for public holidays paid in Germany correspond exactly to the Danish rates. The agreement between the Federal Ministry of Labour and Social Affairs in Germany and the Ministry of Employment in Denmark ensures mutual recognition of the Danish and German holiday 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 either a worse or a 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 obligation to make payment of 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 their country of origin 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/allowance is calculated on the basis of the same pay components that form part of the basis for the pension entitlement under the collective agreement. This applies whether or not the pay component in question is taxable in the country of origin.

## **Contact 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 Digital reporting**

1. Subject to local agreement, reports may be made digitally. However, the enterprise may use digital reporting subject to giving three months' notice unless otherwise agreed. After the notification expires, employees unable to use digital solutions will still be able to report in the way they did previously.
2. Digital reporting follows the general guidelines for reporting time-sheets in accordance with the provisions of the collective agreement.
3. Digital reporting must allow for reporting all salary components, compensation and allowances, including overtime, bonuses, and information about the type of work in free text fields and tick boxes.
4. The enterprise provides employees with the necessary equipment for digital reporting. The individual employee is not entitled to personal equipment.
5. Where digital reporting is used, the employee must receive a copy/receipt of the report showing the employee's entries. The copy/receipt is sent to e-Boks or the employee's most recently provided email address.
6. The copy/receipt is issued in advance. There is space to raise issues regarding the employee's digital reporting, but no later than two days before the payment of wages.
7. If the enterprise criticises the report made, a notice to this effect must be made to the employee within the time limit specified by the collective agreement, but not later than on the day of wage payment.

8. Employees can also request a copy/receipt from the enterprise, as well as any issue complaint, in the form of a physical printout, photocopy or similar.
9. When the enterprise has approved the reports in final, the employee will no longer be able to make changes to the approved reports.
10. Disputes regarding digital reports may be considered in accordance with the procedure for the settlement of industrial disputes.

The above protocol enters into force on 1 January 2024.

Copenhagen, 17 March 2023

**Protocol  
Committee work regarding guidelines for effective local  
cooperation between the enterprise and the shop steward**

Parties agree to follow the agreed committee work between DI Collective Agreement III and 3F Byggegruppen.

Copenhagen, 17 March 2023

**Protocol on  
education and training representative**

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

The training representative may assist the enterprise and employees with education and training in accordance with the provisions of the collective agreements, including serving as a sounding board for the enterprise and employees. The training representative can also assist the enterprise in establishing an overview of where apprentices can receive training to meet the enterprise's skills requirements.

Copenhagen, 17 March 2023

### **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 skills upgrading.

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



#### Ansættelsesbevis for timelønnede

Mellem medarbejder:

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

og virksomhed:

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

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

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

3 Arbejdsmarkedspension, ja  Nej . Hvis "nej" anføres manglende anciennitet i måneder: \_\_\_\_

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

5 Antal arbejdstimer ved deltidsbeskæftigelse: \_\_\_\_ timer/uge

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

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

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

Den ____	Den ____
_____	_____
Virksomheden	Medarbejderen



## VEJLEDNING til elektronisk blanket

### Til punkt 1:

Ansættelsestidspunktet angives.

Der henvises til overenskomstens regler om definition på permanente arbejdspladser. Hvis der på ansættelsestidspunktet er tale om både værksteds- og udearbejde krydses begge rubrikker af.

Vælg det fag den ansatte skal beskæftiges i.

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

### Til punkt 2:

Som arbejdsgiverforening angives Dansk Byggeri.

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

Medlemmer af BAT-Kartellet er følgende forbund:

Fagligt Fælles Forbund (3F)

Bygge-, Jord og Miljøarbejdernes Fagforening (BJMF)

Dansk Metal

Malerforbundet i Danmark

Dansk EL-forbund

Blik- og Rørarbejderforbundet i Danmark

### Til punkt 3:

Oplysningen skal gives af medarbejderen.

*Anciennitet er opnået efter 6 måneders erhvervsarbejde uafhængig at branche.*

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

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

### Til punkt 4:

Forekommer der andre lønafregningsformer, skal disse vedhæftes nærværende bevis.

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

### Til punkt 6 og 7:

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

# Annex 2

## Contract of employment

### on terms similar to those enjoyed by salaried employees

#### Aftale om funktionærlignende ansættelse

##### Mellem medarbejder

Navn: \_\_\_\_\_

Adresse: \_\_\_\_\_

By: \_\_\_\_\_

Tlf.nr.: \_\_\_\_\_

Fødselsdato: \_\_\_\_\_

Pengeinst: \_\_\_\_\_

Reg.nr.: \_\_\_\_\_

Stillingsbetegnelse: \_\_\_\_\_

##### og virksomhed

Navn: \_\_\_\_\_

Adresse: \_\_\_\_\_

By: \_\_\_\_\_

Tlf.nr.: \_\_\_\_\_

CVR nr.: \_\_\_\_\_

Konto nr.: \_\_\_\_\_

Ansæt pr.: \_\_\_\_\_

er der indgået aftale om funktionærlignende ansættelse på følgende vilkår:

Aftalen er et tillæg til:

- Byggo- og anlægsoverenskomsten med Fagligt Fælles Forbund (3F)
- Industrioverenskomsten med Fagligt Fælles Forbund (3F)
- Metaloverenskomsten med Dansk Metal/Blik og Rør
- Elektrikeroverenskomsten med Dansk EI-forbund
- Muror- og Murorarbejdsmandsoverenskomsten med Fagligt Fælles Forbund (3F)

##### Løn

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

##### Arbejdstid

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

##### Arbejdssted

Medarbejderen er beskæftiget på:

- Ikke permanente arbejdspladser
- Permanent arbejdsplads. Indsæt adresse: \_\_\_\_\_

##### Ferie

Ferie optjenes og afholdes i henhold til overenskomsten og ferielovens bestemmelser. Under ferien ydes ferie med løn.

##### Søgehelligdage

Der gives fuld løn på søgehelligdage og andre arbejdsfri dage.

### Feriefridage

Medarbejderen har ret til 5 feriefridage pr. kalenderår.

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

### Særlig opsparing

Af den ferieberettigede løn indbetales til en særlig opsparingsordning

Pr. 1. maj 2020 ..... 5,0 %

Pr. 1. januar 2021 ..... 6,0 %

Pr. 1. marts 2022 ..... 7,0 %

Der beregnes feriepenge (12½ %) af beløbet.

Beløbet udbetales til medarbejderen sammen med lønnen for december måned, med mindre medarbejderen inden den 1. december har anmodet om, at beløbet indbetales på medarbejderens pensionskonto. Ved fratrædelse udbetales saldoen sammen med den sidste løn.

### Sygdom

Virksomheden betaler fuld løn under sygdom

Ved fravær fra virksomheden forholdes således:

Personalecirkulære er udleveret:  Ja  Nej

### Opsigelse

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

Herudover er følgende aftalt:

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

### 120-dages regel:

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

### Gyldighed

Aftale om funktionærlignende vilkår har virkning fra

, den

, den

\_\_\_\_\_  
Medarbejder

\_\_\_\_\_  
Virksomhed

# Annex 3

## Transfer of holidays agreement form



### Aftale om ferieoverførsel

Virksomhed \_\_\_\_\_

Medarbejder \_\_\_\_\_

#### 1. Overført ferie

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

#### 2. Afvikling af overført ferie

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

2.1  Ferien holdes i perioden \_\_\_/\_\_\_-20\_\_\_ til \_\_\_/\_\_\_-20\_\_\_

2.2  Anden aftale (anføres her) \_\_\_\_\_

2.3 Hvis der ikke er enighed om lægning af overført ferie, placeres ferien efter samme retningslinier som lægning af restferie.

#### 3. Øvrige bestemmelser

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

Beløbet udbetales ved ferieafholdelse eller i forbindelse med arbejdsforholdets ophør i virksomheden.

Dato: \_\_\_\_\_

Virksomhedens underskrift \_\_\_\_\_

Medarbejderens underskrift \_\_\_\_\_

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1 May 22

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